



## Request Details

Tracking Number : FCC-2017-000108	Submitted Date : 11/08/2016
 Requester : Charles Sennet	Perfected Date : 11/09/2016
Organization : Tribune Media Company	Last Assigned Date : 12/02/2016
Requester Has Account : Yes	Fee Limit : \$50.00
Email Address : csennet@tribunemedia.com	Request Track : Simple
Phone Number : (b) (6)	Due Date : 12/09/2016
Fax Number : N/A	Assigned To : (b) (6) (Office of Engineering Technology)
Address : 435 N Michigan Ave 6th floor	Last Assigned By : (b) (6) (Federal Communications Commission)
City : Chicago	
State/Province : IL	
Zip Code/Postal Code : 60611	

Submission Details Case File Admin Cost Assigned Tasks Comments (0) Review

## Request Handling

Requester Info Available to the Public : No	Request Perfected : Yes
Request Track : Simple	Perfected Date : 11/09/2016
Fee Category : Media/Educational	Acknowledgement Sent Date:
Fee Waiver Requested: No	Unusual Circumstances ? : No
Fee Waiver Status: N/A	Litigation : No
Expedited Processing Requested : No	
Expedited Processing Status : N/A	

## Request Description

Short Description : Documents made available in response to FOIA requests by Shawn Musgrave and/or Matthew Keys

Any documents made available by the FCC in 2015 or 2016 in response to FOIA requests by Shawn Musgrave and/or Matthew Keys.

Description Available to the Public : No	Has Description Been Modified? Yes	94/2000
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Any documents made available by the FCC in 2015 or 2016 in response to specific FOIA requests.

## Additional Information

Key Words or Phrases : ^Shawn Musgrave; Matthew Keys

### Attached Supporting Files

No supporting files have been added.



Federal Communications Commission  
Washington, D.C. 20554

November 30, 2016

Charles Sennet  
Tribune Media Company  
435 N. Michigan Ave  
6<sup>th</sup> Floor  
Chicago, IL 60611

By email to [csennet@tribunemedia.com](mailto:csennet@tribunemedia.com)

Re: FOIA Control No. 2017-000108

Dear Mr. Sennet:

This is in reply to your request dated November 9, 2016 in which you invoke the Freedom of Information Act (FOIA) (5 U.S.C. 552), seeking "any documents made available by the FCC in 2015 or 2016 in response to FOIA requests by Shawn Musgrave and/or Matthew Keys."

We are providing you with all of the responsive documents forwarded to Shawn Musgrave and Matthew Keys in response to their FOIA requests in 2015 and 2016. We are forwarding a copy of the Harris Hardware Manual redacted pursuant to FOIA exemption 4<sup>1</sup>, released in response to FOIA Control No. 2014-669 Matthew Keys and FOIA Control No. 2015-000649 Shawn Musgrave. There is also a redacted non-disclosure agreement between the FBI and Tacoma Police Department that was released for FOIA Control No. 2015-000023 Matthew Keys being provided. This document was received by this office in conjunction with another FOIA request and apparently had been redacted by the custodian of the document. We are also forwarding a few email chains that were released for FOIA 2015-000395 Matthew Keys, with two email chains redacted pursuant to FOIA exemption 6<sup>2</sup>, and FOIA exemption 5<sup>3</sup>. Additionally, we are providing the "Voluntary Disclosure Regarding October 24, 2014 Broadcast of "The Bobby Bones Show"" which has been redacted pursuant to FOIA exemption 6, released in response to FOIA 2015-000536 Matthew Keys. We are also providing the Harris Hardware Manual redacted pursuant to FOIA exemption 3<sup>4</sup>, 4 and 7<sup>5</sup>. This manual was released pursuant to the

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<sup>1</sup> Exemption 4: Trade secrets or commercial or financial information that is confidential or privileged. (5 U.S.C. § 552(b)(4))

<sup>2</sup> Exemption 6: Information that, if disclosed, would invade another individual's personal privacy. (5 U.S.C. § 552(b)(6))

<sup>3</sup> Exemption 5: Privileged communications within or between agencies, including: (a) Deliberative Process Privilege, (b) Attorney-Work Product Privilege, (c) Attorney-Client Privilege (5 U.S.C. § 552(b)(5))

<sup>4</sup> Exemption 3: Information that is prohibited from disclosure by another federal law. (5 U.S.C. § 552(b)(3))

<sup>5</sup> Exemption 7: Information compiled for law enforcement purposes that: 7(E). Would disclose techniques and procedures for law enforcement investigations or prosecutions. (5 U.S.C. § 552(b)(7))

Memorandum Opinion and Order adopted by the Commission in response to applications of review filed by Matthew Keys and Shawn Musgrave (*In the Matter of Matthew Keys Shawn Musgrave On Request for Inspection of Records*, FCC 16-131, released September 30, 2016).

Pursuant to section 0.466(a)(5)-(7) of the Commission's rules, you have been classified as category (2), "educational requesters, non-commercial scientific organizations, or representatives of the news media."<sup>7</sup> As an "educational requester, non-commercial scientific organization, or representative of the news media," the Commission assesses charges to recover the cost of reproducing the records requested, excluding the cost of reproducing the first 100 pages. The production in response to your request did not involve more than 100 pages of duplication. Therefore, you will not be charged any fees.

If you consider this to be a denial of your FOIA request, you may seek review by filing an application for review with the Office of General Counsel. An application for review must be *received* by the Commission within 90 calendar days of the date of this letter.<sup>8</sup> You may file an application for review by mailing the application to Federal Communications Commission, Office of General Counsel, 445 12<sup>th</sup> St SW, Washington, DC 20554, or you may file your application for review electronically by e-mailing it to [FOIA-Appeal@fcc.gov](mailto:FOIA-Appeal@fcc.gov). Please caption the envelope (or subject line, if via e-mail) and the application itself as "Review of Freedom of Information Action."

If you would like to discuss this response before filing an application for review to attempt to resolve your dispute without going through the appeals process, you may contact the Commission's FOIA Public Liaison for assistance at:

FOIA Public Liaison  
Federal Communications Commission, Office of the Managing Director, Performance  
Evaluation and Records Management  
445 12<sup>th</sup> St SW, Washington, DC 20554  
202-418-0440  
[FOIA-Public-Liaison@fcc.gov](mailto:FOIA-Public-Liaison@fcc.gov)

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<sup>7</sup> 47 C.F.R. § 0.466(a)(5)-(7).

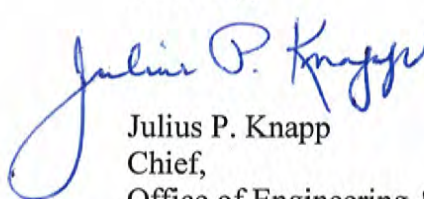
<sup>8</sup> 47 C.F.R. §§ 0.461(j), 1.115; 47 C.F.R. § 1.7 (documents are considered filed with the Commission upon their receipt at the location designated by the Commission).



If you are unable to resolve your FOIA dispute through the Commission's FOIA Public Liaison, the Office of Government Information Services (OGIS), the Federal FOIA Ombudsman's office, offers mediation services to help resolve disputes between FOIA requesters and Federal agencies. The contact information for OGIS is:

Office of Government Information Services  
National Archives and Records Administration  
8601 Adelphi Road-OGIS  
College Park, MD 20740-6001  
202-741-5770  
877-684-6448  
[ogis@nara.gov](mailto:ogis@nara.gov)  
[ogis.archives.gov](http://ogis.archives.gov)

Sincerely,



Julius P. Knapp  
Chief,  
Office of Engineering & Technology

cc: FOIA Office

Attachments

**From:** (b) (6) (OTD) (FBI) (b) (6)

**Sent:** Friday, March 13, 2015 9:56 AM

**To:** Bruce Romano

**Subject:** RE: Harris Manual

---

Got it. Working.

----- Original message -----

**From:** Bruce Romano <[Bruce.Romano@fcc.gov](mailto:Bruce.Romano@fcc.gov)>

**Date:** 03/12/2015 2:21 PM (GMT-05:00)

**To:** (b) (6) (OTD) (FBI)" (b) (6)

**Subject:** Harris Manual

As discussed. (b) (5)

(b) (5)

Bruce R

**From:** Lohman, Larry [<mailto:llohma01@harris.com>]  
**Sent:** Friday, March 20, 2015 12:36 PM  
**To:** Bruce Romano  
**Cc:** Hanna, Tania  
**Subject:** RE: FOIA

---

Bruce,

My apologies. I was in meetings until now. I will call you on Monday. Thanks.

---

**From:** Bruce Romano [<mailto:Bruce.Romano@fcc.gov>]  
**Sent:** Friday, March 20, 2015 11:11 AM  
**To:** Lohman, Larry  
**Cc:** Hanna, Tania  
**Subject:** RE: FOIA

Please either of you call regarding the Keys FOIA request for the Harris manual. I leave at around 12:15 today. Will be in on Monday.

202-418-2124

BAR

---

**From:** Lohman, Larry [<mailto:llohma01@harris.com>]  
**Sent:** Monday, January 19, 2015 9:44 AM  
**To:** Bruce Romano  
**Cc:** Lohman, Larry  
**Subject:** RE: FOIA

Bruce,

Thank you for your patience. The basis for the redactions is FOIA Exemption 4, trade secrets and/or confidential commercial/financial information. We have taken steps to keep the information confidential (i.e. request for confidentiality, limited distribution, markings (confidential/ITAR)) and the release of the redacted information will cause significant competitive harm to Harris (i.e. reveals certain product information).

if you desire a more detailed analysis or Exemption 4 in making your determination, please advise us. Thanks.

Regards,

Larry  
Larry Lohman  
Associate General Counsel and Vice President, Contracts and Legal  
Government Communications Systems Harris Corporation  
Licensed in WA/Authorized FL in-house counsel  
Tel: 321-727-4001; cell phone 321-258-4463  
Email: [llohma01@harris.com](mailto:llohma01@harris.com)

---

**From:** Lohman, Larry  
**Sent:** Wednesday, January 14, 2015 1:46 PM  
**To:** 'Bruce Romano'  
**Cc:** Lohman, Larry  
**Subject:** RE: FOIA

Bruce,

Harris requests that all documents continue to be treated as confidential in their entirety. If the FCC were to determine otherwise, Harris requests the redactions as noted in the attached document. Please call if you wish to discuss further or desire additional details. Thank you for your consideration.

Regards,

Larry  
Larry Lohman  
Associate General Counsel and Vice President, Contracts and Legal  
Government Communications Systems Harris Corporation  
Licensed in WA/Authorized FL in-house counsel  
Tel: 321-727-4001; cell phone 321-258-4463  
Email: [llohma01@harris.com](mailto:llohma01@harris.com)

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**From:** Lohman, Larry  
**Sent:** Friday, January 09, 2015 2:11 PM  
**To:** Bruce Romano  
**Cc:** Lohman, Larry  
**Subject:** FOIA

Bruce,

Per our discussion yesterday, I am still coordinating the FOIA request and will have a response to you by cob Tuesday, Jan 13. Thanks and have a good weekend.

Regards,

Larry

Larry Lohman

Associate General Counsel and Vice President, Contracts and Legal  
Government Communications Systems Harris Corporation

Licensed in WA/Authorized FL in-house counsel

Tel: 321-727-4001; cell phone 321-258-4463

Email: [llohma01@harris.com](mailto:llohma01@harris.com)



(b) (4), (b) (3) (B), (b) (7)(E)

(b) (4), (b) (3) (B), (b) (7)(E)

# Hardware Manual

(b) (4), (b) (3) (B), (b) (7)(E)

10 May 2010

(b) (3) (B), (b) (4), (b) (7)(E)



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(Government law enforcement agencies or communications service providers).

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STINGRAY FCC ID: NK73092523

KINGFISH FCC ID: NK73100176

STINGRAY II FCC ID: NK73166210

(b) (3) (B), (b) (4), (b) (7)(E) FCC ID: NK73186795





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P.O. Box 9800  
Melbourne, FL 32902-9800

Telephone: 1-800-358-5297  
Fax: (321) 309-7437



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(b) (3) (B), (b) (4), (b) (7)(E)

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**Copyright/Change Record**

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## CHANGE RECORD

Revision	Change Details	Issue Date
--	Initial Release NR00080612 (FCC Certification Artifacts release).	21 January 2010
A	FCC Certification release per C00066273.	29 March 2010
B	FCC Certification release to support confidentiality markings per C00068563.	10 May 2010

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**Copyright/Change Record**

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WARNING: ITAR CONTROLLED INFORMATION

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## Warnings and Cautions

### Warnings and Cautions

#### High Voltage or Shock



This **!Warning** label indicates that the user must not attempt to reach inside the unit or place objects inside the housing to prevent serious injury. Do not expose this equipment to rain or moisture and take care to avoid spilling liquids into the enclosure.

#### Restricted Use



This **Warning** label indicates that the (b) (3) (B), (b) (4), (b) (7) platforms are restricted use items and can only be sold to authorized law enforcement and government agencies. (b) (3) (B), (b) (4), (b) (7) use shall comply with all local, state and federal statutes and regulations associated with the monitoring of cellular transmissions. Harris Corporation assumes no liability for any misuse or improper use of this product and makes no representation as to its suitability for any specific application. Buyer's right to transfer, sell or assign this product shall be limited to authorized law enforcement and government agencies and must be pursuant to the written permission of Harris Corporation.

#### Caution - Unsafe Practice



This **Caution** label warns against unsafe practices and indicates that the user must not remove or disassemble the (b) (3) (B), (b) (4), (b) (7) housing (at any time) to prevent damage to the Equipment.

#### Caution - Read Manual



When text appears in a box below a **CAUTION** label as above, this indicates that the user must read the manual for proper procedures to prevent damage to the equipment.

#### Note - Information

**NOTE**



When text appears in a green **NOTE** box as above, this indicates information important for successful operation of system or understanding.

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**How to Use This Manual**

## How to Use This Manual

(b) (3) (B), (b) (4), (b) (7) (E)

## Hardware Manual and Reference Guide

This manual is organized in several sections, containing equipment description and any setup procedures. Some duplication of material occurs since each has been developed for independent reference. Figures and Tables are numbered with reference to chapters, with the first number representing the respective chapter; for example, Figure 2-1 is Figure No. 1 in Chapter 2.

- Checklist - Operational checklists provide a list of important items to remember during equipment setup
- Chapter 1 - Introduction, provides a quick reference and an operational description of the equipment
- Chapter 2 - StingRay II Hardware, contains setup and information on connections to StingRay II
- Chapter 3 - StingRay Hardware, contains setup and information on connections to StingRay
- Chapter 4 - KingFish Hardware, contains setup and information on connections to KingFish
- Chapter 5 - (b) (3) (B), (b) (4), (b) (7)(E)
- Appendices - Provides terms and definitions, system reference information, and warranty information

To assure successful operational results with the (b) (3) (B), (b) (4), (b) (7) (E) product, it is essential that the user is acquainted with the system's full functions and capabilities.

(b) (3) (B), (b) (4), (b) (7)(E) **Product Family Checklists**

The following checklists are provided for each of the main grouping of the (b) (3) (B), (b) (4), (b) (7)(E) products to ensure successful operation. The products' checklists are in the order they appear in the manual:

### ***I. STINGRAY II***

Before using the StingRay II System and starting an application, observe the following checklist for procedures to remember during setup and configuration.

1. Is the equipment properly connected and setup (see [Chapter 2](#))? Make sure that other devices connected to the system are also properly connected and setup.
2. Has the StingRay II been powered on and allowed to complete its startup sequence (see [Chapter 2](#))?
3. Are the (b) (3) (B), (b) (4), (b) (7)(E) properly installed?
  - a. (b) (3) (B), (b) (4), (b) (7)(E)
  - b. (b) (3) (B), (b) (4), (b) (7)(E)

### ***II. STINGRAY***

Before using the StingRay System and starting an application, observe the following checklist for procedures to remember during setup and configuration.

1. Is the equipment properly connected and setup (see [Chapter 3](#))? Make sure that other devices connected to the system are also properly connected and setup.
2. Has the StingRay been powered on and allowed to complete its startup sequence (see [Chapter 3](#))?
3. Are the (b) (3) (B), (b) (4), (b) (7)(E) properly installed?
  - a. (b) (3) (B), (b) (4), (b) (7)(E)
  - b. (b) (3) (B), (b) (4), (b) (7)(E)

### ***III. KINGFISH***

Before using the KingFish System and starting an application, use the following checklist to complete KingFish setup and configuration successfully.

1. Is the equipment properly connected and setup (see [Chapter 4](#))? Make sure that other devices connected to the system are also set to operate.
2. Is the KingFish powered on and allowed to complete its startup sequence?
3. Are the (b) (3) (B), (b) (4), (b) (7)(E) properly installed?

## Checklist

a. (b) (3) (B), (b) (4), (b) (7)(E)

b. (b) (3) (B), (b) (4), (b) (7)(E)

Chapter

1

# INTRODUCTION

## 1-1 INTRODUCTION

(b) (3) (B), (b) (4), (b) (7)(E) for the StingRay II, StingRay and KingFish products. A brief description for each of the (b) (3) (B), (b) (4), (b) (7)(E) products appears below.

The StingRay II is (b) (3) (B), (b) (4), (b) (7)(E)

The StingRay (b) (3) (B), (b) (4), (b) (7)(E)

The KingFish is (b) (3) (B), (b) (4), (b) (7)(E)

## 1-2 WHAT THIS MANUAL CONTAINS

This (b) (3) (B), (b) (4), (b) (7)(E) Hardware Manual provides details and procedures for the StingRay II, StingRay and KingFish Platforms.

- **StingRay II Hardware Features and Capabilities** – Equipment list, Packaging, and Setup information and illustrations
- **StingRay Hardware Features and Capabilities** – Equipment list, Packaging, Setup information and illustrations, and compatible equipment options
- **KingFish Hardware Features and Capabilities** – Equipment list, Packaging, Setup information and illustrations, and compatible equipment
- (b) (3) (B), (b) (4), (b) (7)(E)

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## Chapter

## 2

## STINGRAY II HARDWARE

**2-1 FEDERAL COMMUNICATIONS COMMISSION IDENTIFIER NOTIFICATION**

Pursuant to 47 C.F.R. § 2.925(f) Harris Corporation ("Harris") has been authorized to display the Federal Communications Commission ("FCC") Identifier for the StingRay II, as required pursuant to 47 C.F.R. § 2.926, in an alternative manner to that set forth under 47 C.F.R. § 2.925(a) and 47 C.F.R. §2.925(d). Under the terms of the equipment authorization grant for the Harris StingRay II this notification satisfies all requirements for displaying the FCC Identifier under 47 C.F.R. § 2.925 and meets all conditions attendant to an equipment authorization grant provided by 47 C.F.R. § 2.927.

**FCC ID: NK73166210**

## 2-2 WHAT THIS CHAPTER CONTAINS

This chapter provides a list of the features and capabilities of the StingRay II hardware, an equipment inventory, system specifications, and StingRay II Setup

## 2-3 INTRODUCTION

The StingRay II is (b) (3) (B), (b) (4), (b) (7)(E)

The following features and capabilities are provided by the StingRay II:

- (b) (3) (B), (b) (4), (b) (7)(E)
- (b) (3) (B), (b) (4), (b) (7)(E)
- (b) (3) (B), (b) (4), (b) (7)(E)
- (b) (3) (B), (b) (4), (b) (7)(E)
- 

The StingRay II unit is shown in [Figure 2-1](#). The StingRay II is (b) (3) (B), (b) (4), (b) (7)(E)



**Figure 2-1. StingRay II Unit**

## 2-4 REPACKAGING

Retain the original shipping case and foam inserts for repackaging should it be necessary to ship the StingRay II Unit. The shipping case and component arrangement is shown in [Figure 2-2](#). A detailed transit case breakdown is shown in [Figure 2-3](#) and described in [Table 2-1](#).



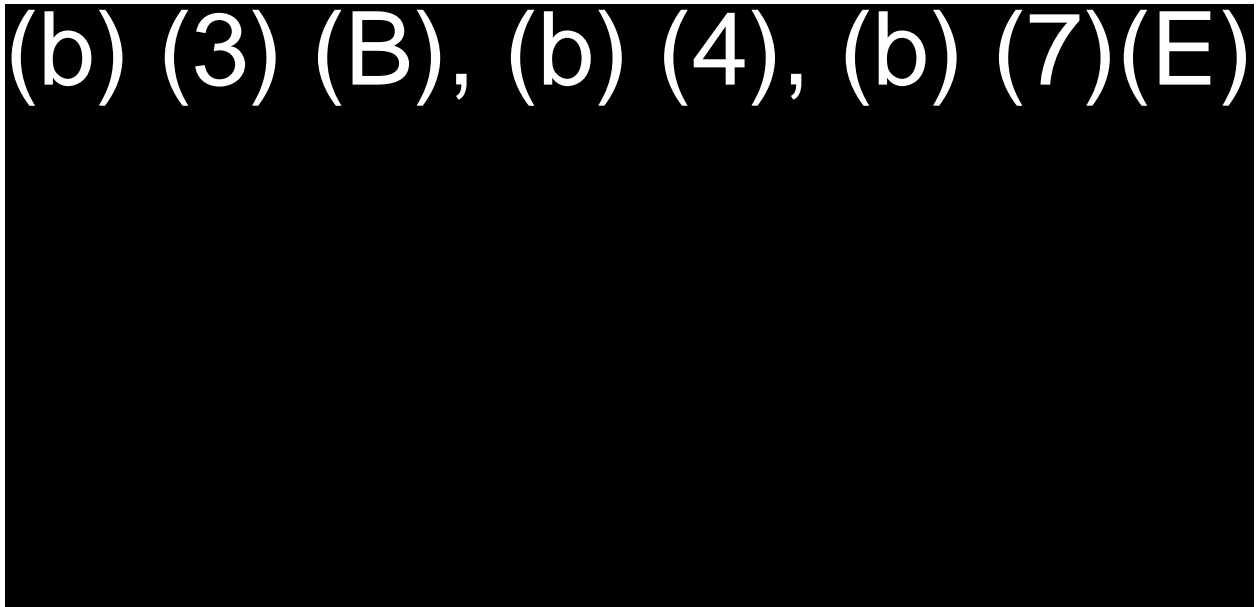


Figure 2-2. Transit Case Layout

Table 2-1. Transit Case Component Description

Location	Item Description
1*	(b) (3) (B), (b) (4), (b) (7)(E)
2*	(b) (3) (B), (b) (4), (b) (7)(E)
3*	(b) (3) (B), (b) (4), (b) (7)(E)
4	StingRay II Unit
5	(b) (3) (B), (b) (4), (b) (7)(E)
6	(b) (3) (B), (b) (4), (b) (7)(E)
7	(b) (3) (B), (b) (4), (b) (7)(E)
8	(b) (3) (B), (b) (4), (b) (7)(E)
9	(b) (3) (B), (b) (4), (b) (7)(E)
10	(b) (3) (B), (b) (4), (b) (7)(E)
* Under StingRay II Unit	

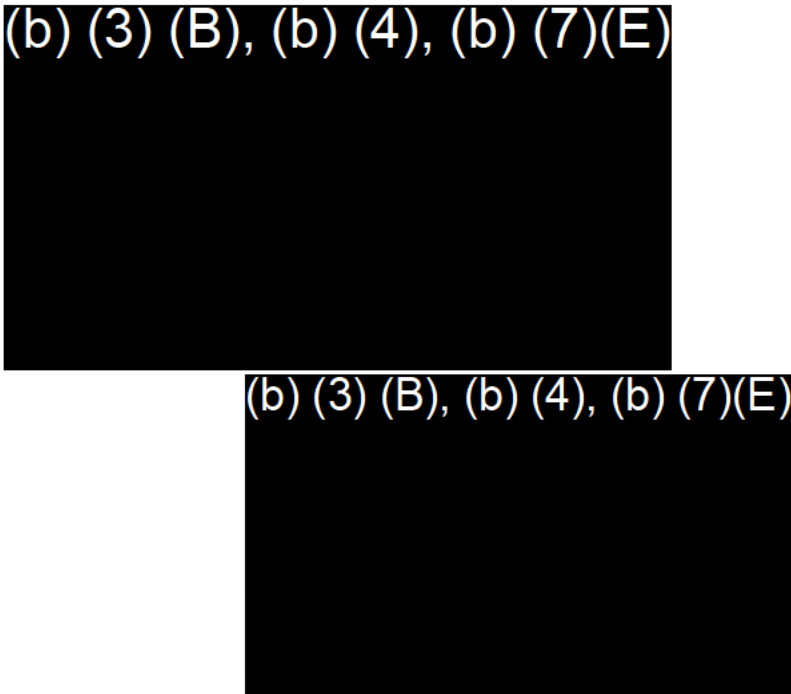


Figure 2-3. Transit Case Breakdown

2-5 EQUIPMENT CHECKLIST

The following components are included with the StingRay II system (see Table 2-2 and Table 2-3).

Table 2-2. Standard Equipment Included with StingRay II System

Quantity	Item
1	StingRay II Unit
1	(b) (3) (B), (b) (4), (b) (7)(E) [redacted]
2	(b) (3) (B), (b) (4), (b) (7)(E) [redacted]
1	Storage Case
3	(b) (3) (B), (b) (4), (b) (7)(E) [redacted]
1	(b) (3) (B), (b) (4), (b) (7)(E) [redacted]
1	(b) (3) (B), (b) (4), (b) (7)(E) [redacted]
1	(b) (3) (B), (b) (4), (b) (7)(E) [redacted]
1	(b) (3) (B), (b) (4), (b) (7)(E) [redacted]
1	(b) (3) (B), (b) (4), (b) (7)(E) [redacted]

## Chapter 2

## StingRay II Hardware

### 2-6 STINGRAY II SPECIFICATIONS

StingRay II Specifications are listed in [Table 2-3](#).

Table 2-3. StingRay II Specifications

Characteristic	Specification
<b>Operating Bands:</b>	
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
<b>General:</b>	
	(b) (3) (B), (b) (4), (b) (7)(E)
Receivers:	(b) (3) (B), (b) (4), (b) (7)(E)
	(b) (3) (B), (b) (4), (b) (7)(E)
Transmitter:	(b) (3) (B), (b) (4), (b) (7)(E)
	(b) (3) (B), (b) (4), (b) (7)(E)
<b>Environmental:</b>	
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)

## 2-7 STINGRAY II SETUP

Proper setup of the StingRay II Unit entails (b) (3) (B), (b) (4), (b) (7)(E)

### 2-7.1 STINGRAY II (b) (3) (B), (b) (4), (b) (7)(E)

The StingRay II chassis (b) (3) (B), (b) (4), (b) (7)(E)

as shown in [Figure 2-4](#). (b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

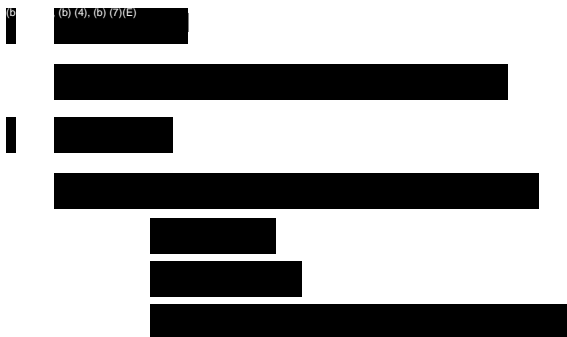
Figure 2-4. StingRay II (b) (3) (B), (b) (4), (b) (7)(E)

### 2-7.2 STINGRAY II (b) (3) (B), (b) (4), (b) (7)(E)

The StingRay II chassis (b) (3) (B), (b) (4), (b) (7)(E), as shown in [Figure 2-5](#).

(b) (3) (B), (b) (4), (b) (7)(E)

Figure 2-5. StingRay II (b) (3) (B), (b) (4), (b) (7)(E)

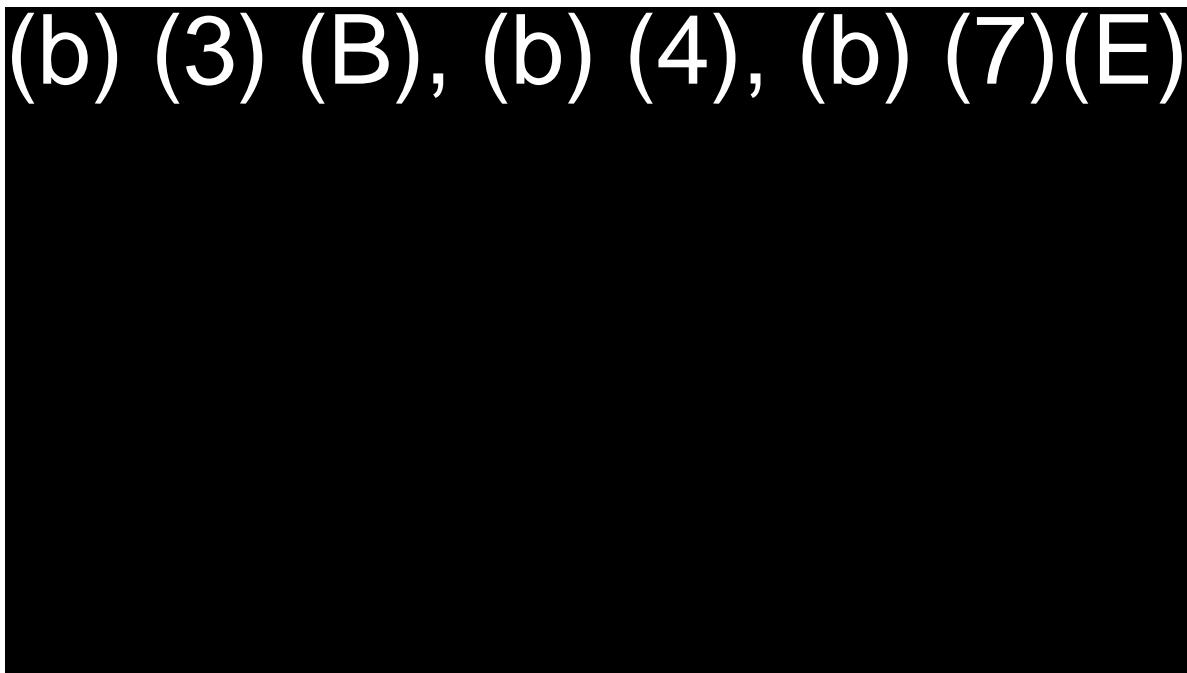


- Right Side Panel

(b) (3) (B), (b) (4), (b) (7)(E)

### 2-7.3 STINGRAY II (b) (3) (B), (b) (4), (b) (7)(E)

The (b) (3) (B), (b) (4), (b) (7)(E) is shown in [Figure 2-6](#) and described in [Table 2-4](#). (b) (3) (B), (b) (4), (b) (7)(E)



**Figure 2-6. StingRay II (b) (3) (B), (b) (4), (b) (7)(E)**

Table 2-4. StingRay II (b) (3) (B), (b) (4), (b) (7)(E)

Interface	Description
(b) (3) (B), (b) (4), (b) (7)(E)	
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
Power Switch	ON/OFF Power Switch
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)

2-7.4 STINGRAY II (b) (3) (B), (b) (4), (b) (7)(E)

Connect the StingRay II (b) (3) (B), (b) (4), (b) (7)(E) (see [Figure 2-7](#)). This procedure connects the basic StingRay II system components.

- Step 1. Place the StingRay II chassis in a convenient location, (b) (3) (B), (b) (4), (b) (7)(E) need to access StingRay II front panel. The Laptop provides all remaining operator control functions.
- Step 2. (b) (3) (B), (b) (4), (b) (7)(E) (see [Table 2-5](#)). It is recommended that the (b) (3) (B), (b) (4), (b) (7)(E)

Table 2-5. Receive Port Frequency Table

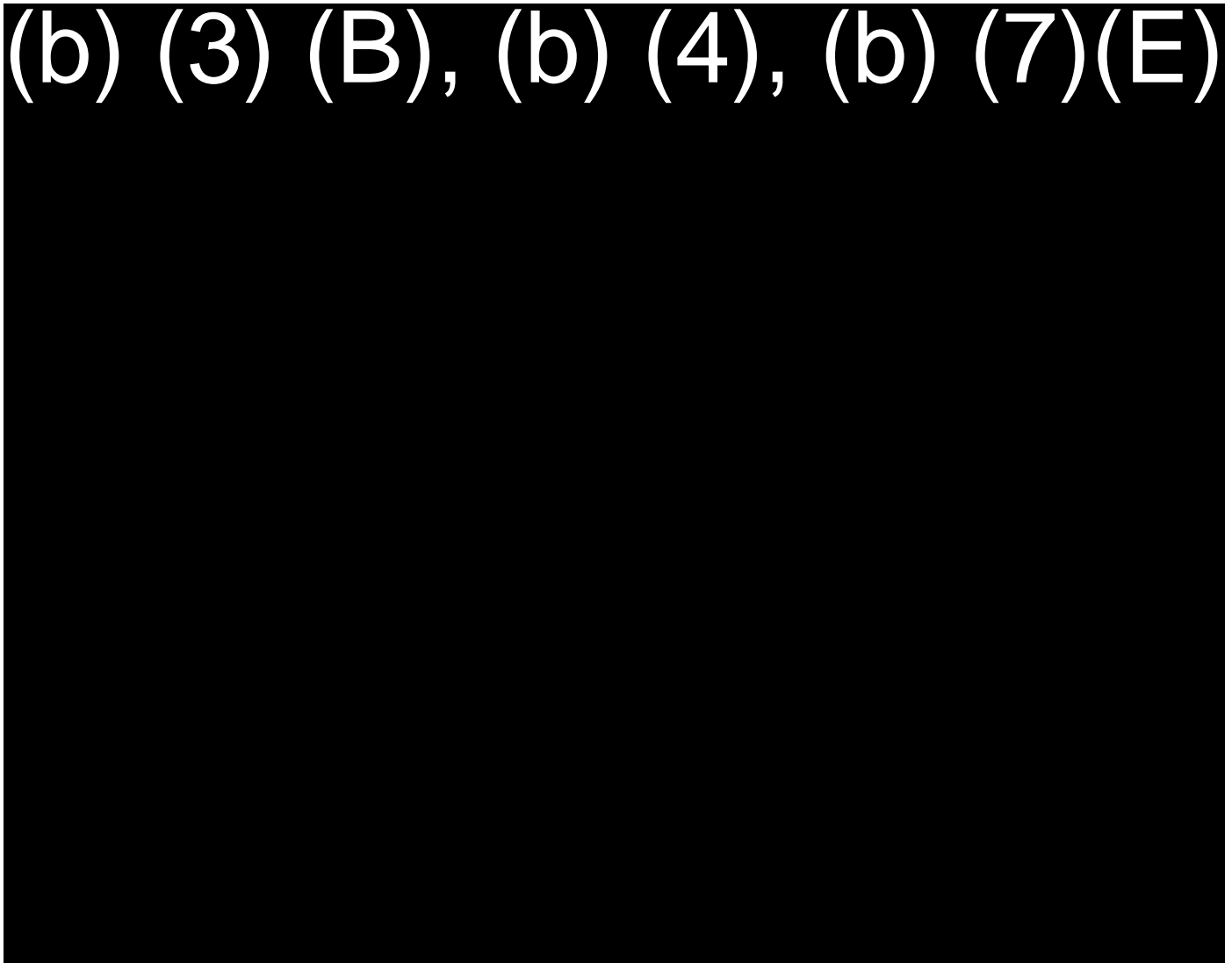
(b) (3) (B), (b) (4), (b) (7)(E)	BAND	PASSBAND (MHz)	CENTER BAND (MHz)	BW (MHz)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)

Step 3. Each (b) (3) (B), (b) (4), (b) (7)(E)



The (b) (3) (B), (b) (4), (b) (7)(E) threads can be easily damaged. Make the (b) (3) (B), (b) (4), (b) (7)(E) finger-tight; use of a wrench is not necessary. Do not force the connector onto the jack or the jack can become cross-threaded and damaged.

Step 4. Connect the (b) (3) (B), (b) (4), (b) (7)(E)



**Figure 2-7. StingRay II Configuration**

Step 5. Make the following (b) (3) (B), (b) (4), (b) (7)(E).

**NOTE**

(b) (3) (B), (b) (4), (b) (7)(E)

- a. Connect the (b) (3) (B), (b) (4), (b) (7)(E)
- b. Connect the (b) (3) (B), (b) (4), (b) (7)(E)


Connect StingRay II (b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

Each StingRay II System was



**NOTE**

(b) (3) (B), (b) (4), (b) (7)(E)



Step 6. StingRay II is connected and ready for operation ([Figure 2-7](#)).

1

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## Chapter

## 3

## STINGRAY HARDWARE

**3-1 FEDERAL COMMUNICATIONS COMMISSION IDENTIFIER NOTIFICATION**

Pursuant to 47 C.F.R. § 2.925(f) Harris Corporation ("Harris") has been authorized to display the Federal Communications Commission ("FCC") Identifier for the StingRay, as required pursuant to 47 C.F.R. § 2.926, in an alternative manner to that set forth under 47 C.F.R. § 2.925(a) and 47 C.F.R. §2.925(d). Under the terms of the equipment authorization grant for the Harris StingRay this notification satisfies all requirements for displaying the FCC Identifier under 47 C.F.R. § 2.925 and meets all conditions attendant to an equipment authorization grant provided by 47 C.F.R. § 2.927.

**FCC ID: NK73092523**

## 3-2 WHAT THIS CHAPTER CONTAINS

This chapter provides a list of the features and capabilities of the StingRay hardware, an equipment inventory, a description of compatible equipment options, the system specifications, and the steps necessary to connect the StingRay components.

## 3-3 INTRODUCTION

The StingRay is a (b) (3) (B), (b) (4), (b) (7)(E)

The following features and capabilities are provided by the StingRay:

- (b) (3) (B), (b) (4), (b) (7)(E)
- (b) (3) (B), (b) (4), (b) (7)(E)
- (b) (3) (B), (b) (4), (b) (7)(E)
- (b) (3) (B), (b) (4), (b) (7)(E)
- (b) (3) (B), (b) (4), (b) (7)(E)

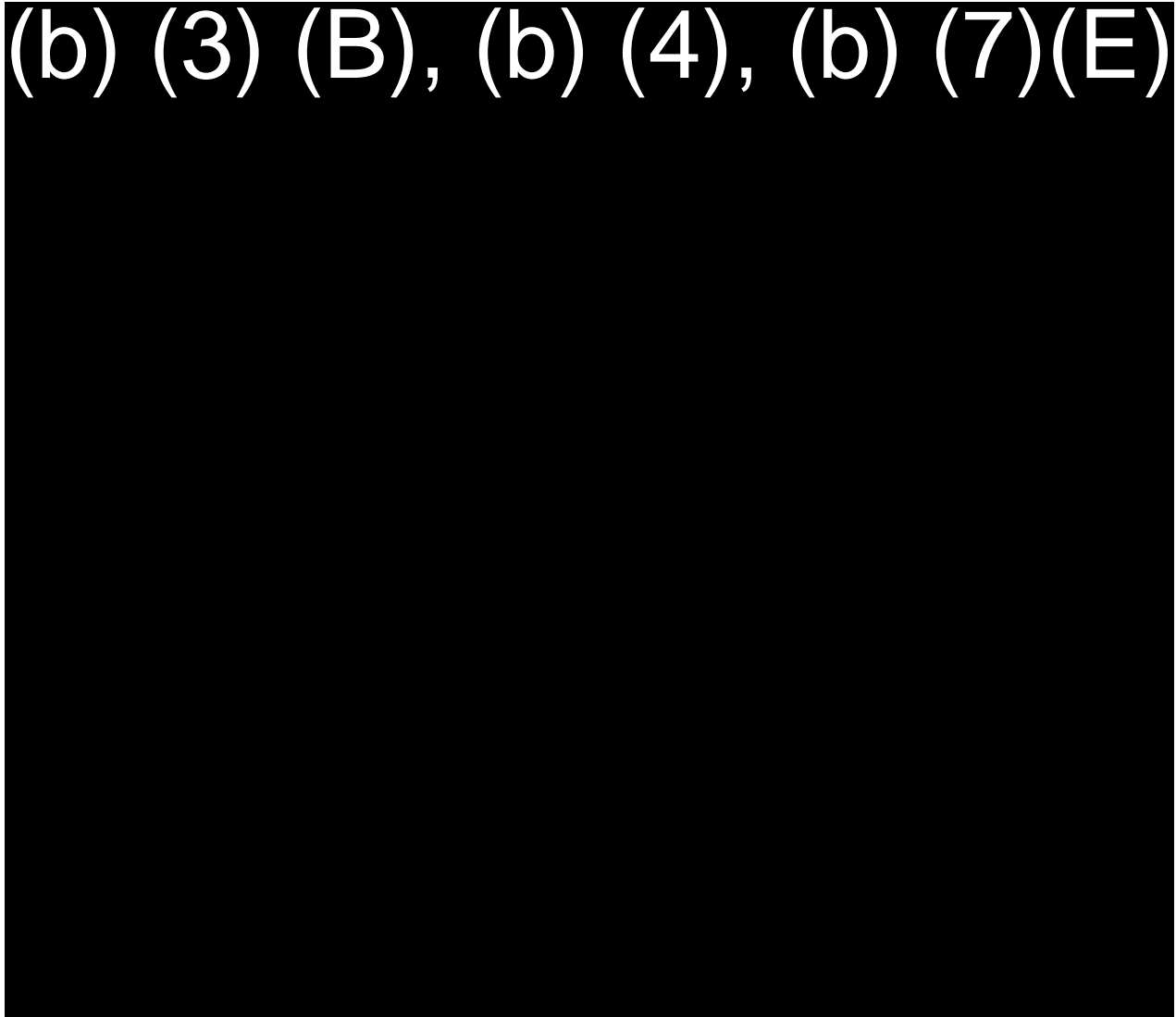
The StingRay unit is shown in [Figure 3-1](#) and is (b) (3) (B), (b) (4), (b) (7)(E)



Figure 3-1. StingRay Unit

### 3-4 REPACKAGING

Retain the original shipping case and foam inserts for repackaging should it be necessary to ship the StingRay Unit. The shipping case and component arrangement is shown in [Figure 3-2](#).



*Figure 3-2. StingRay Case and Components*

3-5 EQUIPMENT CHECKLIST

The following components are included with the StingRay system (see Table 3-1).

Table 3-1. Standard Equipment Included with the Original (-101) StingRay System

Quantity	Item
1	StingRay Unit (b) (3) (B), (b) (4), (b) (7)(E) (b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)

3-6 STINGRAY SPECIFICATIONS

StingRay Specifications are listed in Table 3-2.

Table 3-2. StingRay Specifications

Characteristic	Specification
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)

## Chapter 3

## StingRay Hardware

### Table 3-2. StingRay Specifications (Continued)

[illegible]

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### 3-7 STINGRAY SETUP

Set up the StingRay Unit using the following procedures.

#### 3-7.1 STINGRAY (b) (3) (B), (b) (4), (b) (7)(E)

Connect the StingRay (b) (3) (B), (b) (4), (b) (7)(E) using the following procedures (see [Figure 3-3](#)). This procedure connects the basic StingRay system components.

- Step 1. Place the StingRay chassis in a convenient location, (b) (3) (B), (b) (4), (b) (7)(E)  
Once installed and powered on, (b) (3) (B), (b) (4), (b) (7)(E)

- Step 2. (b) (3) (B), (b) (4), (b) (7)(E)



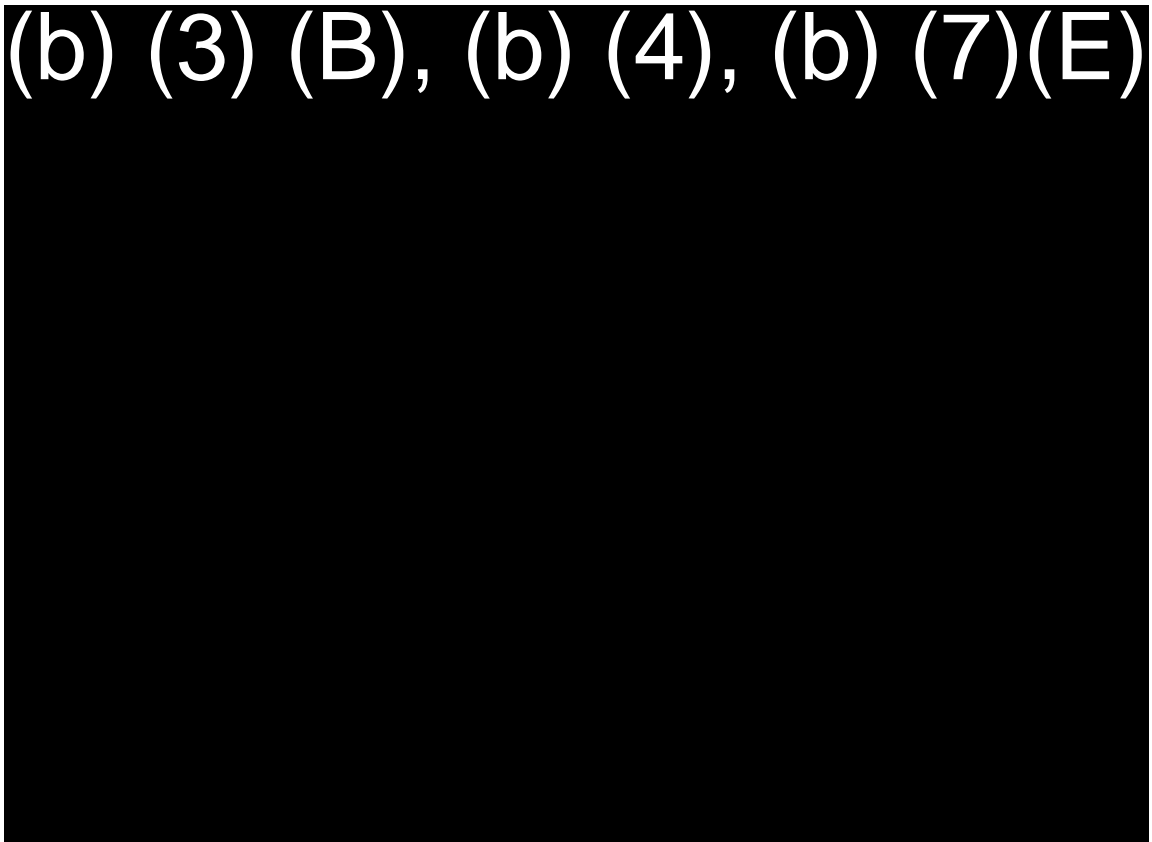
The (b) (3) (B), (b) (4), (b) (7)(E) threads can be easily damaged. Make the (b) (3) (B), (b) (4), (b) (7)(E) finger-tight; use of a wrench is not necessary. Do not force the connector onto the jack or the jack can become cross-threaded and damaged.

- Step 3. (b) (3) (B), (b) (4), (b) (7)(E)



Use only one of these methods of powering StingRay. (b) (3) (B), (b) (4), (b) (7)(E)





*Figure 3-3. StingRay Basic System Connections*

Step 4. Make the following (b) (3) (B), (b) (4), (b) (7)(E)

**NOTE**

(b) (3) (B), (b) (4), (b) (7)(E)

- a. Connect the (b) (3) (B), (b) (4), (b) (7)(E)
- b. Connect the (b) (3) (B), (b) (4), (b) (7)(E)
- c. Connect StingRay (b) (3) (B), (b) (4), (b) (7)(E)
  - (b) (3) (B), (b) (4), (b) (7)(E)
  - (b) (3) (B), (b) (4), (b) (7)(E)
  - Please wait for the (b) (3) (B), (b) (4), (b) (7)(E)

**NOTE**

(b) (3) (B), (b) (4), (b) (7)(E)

Step 5. StingRay is connected and ready for operation.

## Chapter

## 4

## KINGFISH HARDWARE

**4-1 FEDERAL COMMUNICATIONS COMMISSION IDENTIFIER NOTIFICATION**

Pursuant to 47 C.F.R. § 2.925(f) Harris Corporation ("Harris") has been authorized to display the Federal Communications Commission ("FCC") Identifier for the KingFish, as required pursuant to 47 C.F.R. § 2.926, in an alternative manner to that set forth under 47 C.F.R. § 2.925(a) and 47 C.F.R. §2.925(d). Under the terms of the equipment authorization grant for the Harris KingFish this notification satisfies all requirements for displaying the FCC Identifier under 47 C.F.R. § 2.925 and meets all conditions attendant to an equipment authorization grant provided by 47 C.F.R. § 2.927

**FCC ID: NK73100176**

4-2 WHAT THIS CHAPTER CONTAINS

This chapter provides a list of the features and capabilities of the KingFish hardware, an equipment inventory, a description of compatible equipment options, the system specifications, and the steps necessary to connect the KingFish components.

4-3 INTRODUCTION

The KingFish is a (b) (3) (B), (b) (4), (b) (7)(E) The following features and capabilities are provided by the Kingfish hardware:

- (b) (3) (B), (b) (4), (b) (7)(E)
- (b) (3) (B), (b) (4), (b) (7)(E)
- (b) (3) (B), (b) (4), (b) (7)(E)
- (b) (3) (B), (b) (4), (b) (7)(E)
- (b) (3) (B), (b) (4), (b) (7)(E)

The KingFish (Figure 4-1) (b) (3) (B), (b) (4), (b) (7)(E)

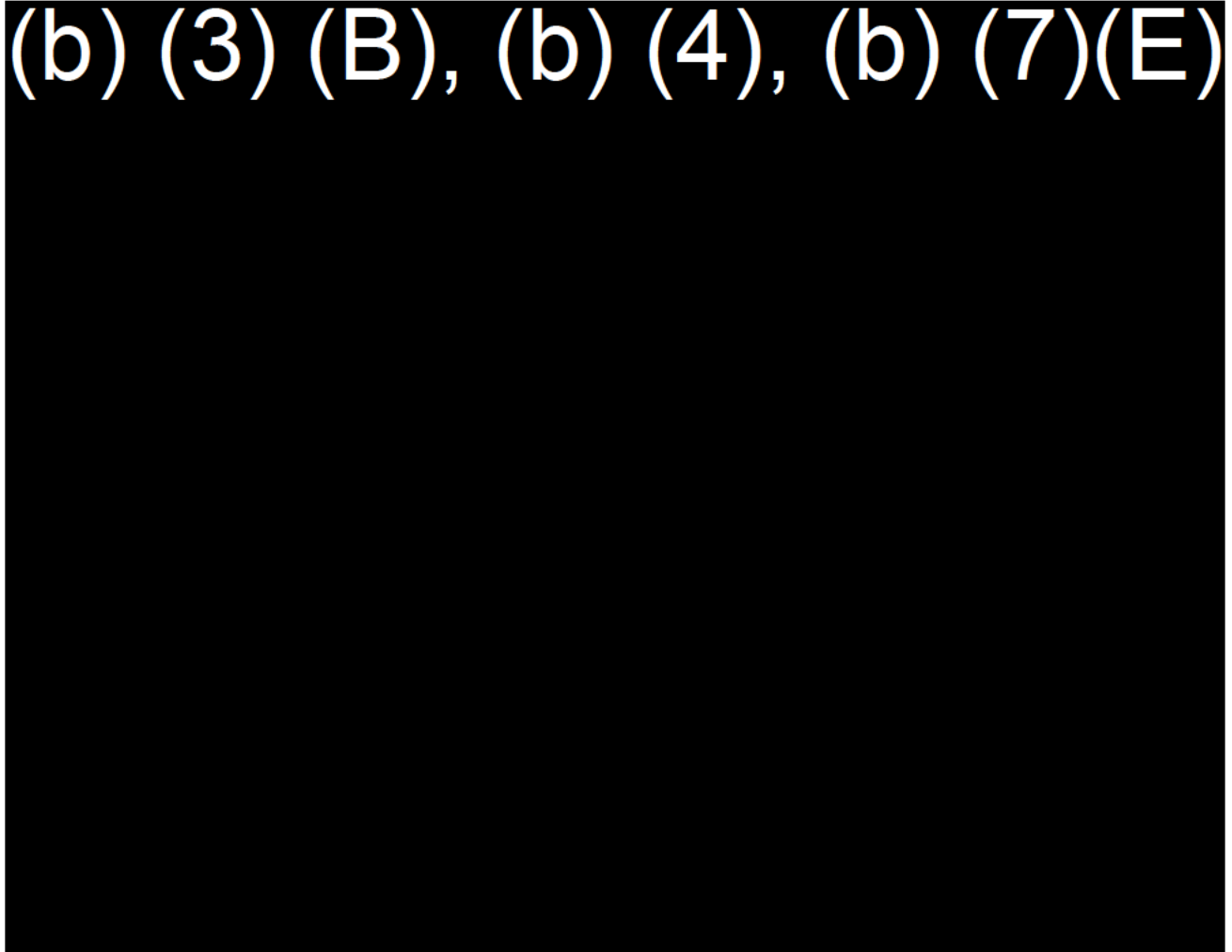
1. (b) (3) (B), (b) (4), (b) (7)(E)
2. (b) (3) (B), (b) (4), (b) (7)(E)



Figure 4-1. KingFish Front Panel

**Chapter 4****KingFish Hardware****4-4 REPACKAGING**

Retain the original shipping case and foam inserts for repackaging should it be necessary to ship the KingFish Unit. The shipping case and component arrangement for the KingFish system is shown in [Figure 4-2](#).



*Figure 4-2. KingFish Transit Case and Components*

## 4-5 EQUIPMENT CHECKLIST

Table 4-1 lists components included with the KingFish system.

Table 4-1. Standard Equipment Included with the (b) (3) (B), (b) (4), (b) (7)(E) KingFish System

Quantity	Item
1	KingFish Unit which includes the following:
1	KingFish Chassis Assembly
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)

## 4-6 KINGFISH SPECIFICATIONS

KingFish Specifications are listed in Table 4-2.

Table 4-2. KingFish Specifications

Characteristic	Specification
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)

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## Chapter 4

**KingFish Hardware**

**Table 4-2. KingFish Specifications (Continued)**

[illegible]

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**WARNING: ITAR CONTROLLED INFORMATION**

## 4-7 KINGFISH BATTERY CHARGING

The KingFish (b) (3) (B), (b) (4), (b) (7)(E)

ith the KingFish system.

Step 1. Access the KingFish(b) (3) (B), (b) (4), (b) (7)(E)

Step 2. Connect the (b) (3) (B), (b) (4), (b) (7)(E)

Step 3. Insert the (b) (3) (B), (b) (4), (b) (7)(E)(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7) (E) (b) (3) (B), (b) (4), (b) (7) (E)  
(b) (3) (B), (b) (4), (b) (7) (E) (b) (3) (B), (b) (4), (b) (7) (E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b)  
(b) (3) (B), (b) (4), (b)  
(b) (3) (B), (b) (4), (b)

Step 4. (b) (3) (B), (b) (4), (b) (7)(E)

Step 5. You can check the (b) (3) (B), (b) (4), (b) (7)(E) (Figure 4-3).

**(b) (3) (B), (b) (4), (b) (7)(E)**

**Figure 4-3. (b) (3) (B), (b) (4), (b) (7)(E)**

Step 6. Remove (b) (3) (B), (b) (4), (b) (7)(E)



## Chapter 4

## KingFish Hardware

### 4-8 KINGFISH SETUP

The following sections detail procedures used to configure the KingFish (b) (3) (B), (b) (4), (b) (7)(E)

#### 4-8.1 KINGFISH (b) (3) (B), (b) (4), (b) (7)(E) (BASIC SYSTEM)

This procedure connects the (b) (3) (B), (b) (4), (b) (7)(E)  
Once installed and powered on, (b) (3) (B), (b) (4), (b) (7)(E)

Step 1. Connect the (b) (3) (B), (b) (4), (b) (7)(E)

There are (b) (3) (B), (b) (4), (b) (7)(E)

(Figure 4-4):

- (b) (3) (B), (b) (4), (b) (7)(E)

- (b) (3) (B), (b) (4), (b) (7)(E)

- (b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

Figure 4-4. KingFish (b) (3) (B), (b) (4), (b) (7)(E) Antennas

Step 2. Connect the (b) (3) (B), (b) (4), (b) (7)(E)

**CAUTION**

The (b) (3) (B), (b) (4), (b) (7)(E) threads can be easily damaged. **Make the (b) (3) (B), (b) (4), (b) (7)(E) finger-tight;** use of a wrench is not necessary. Do not force the connector onto the jack or the jack can become cross-threaded and damaged.

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## KingFish Hardware

## Chapter 4

Step 3. Choose one of (b) (3) (B), (b) (4), (b) (7)(E)

- a. (b) (3) (B), (b) (4), (b) (7)(E) (Figure 4-5) and (b) (3) (B), (b) (4), (b) (7)(E)



Figure 4-5. KingFish Basic System Connections (b) (3) (B), (b) (4), (b) (7)(E)

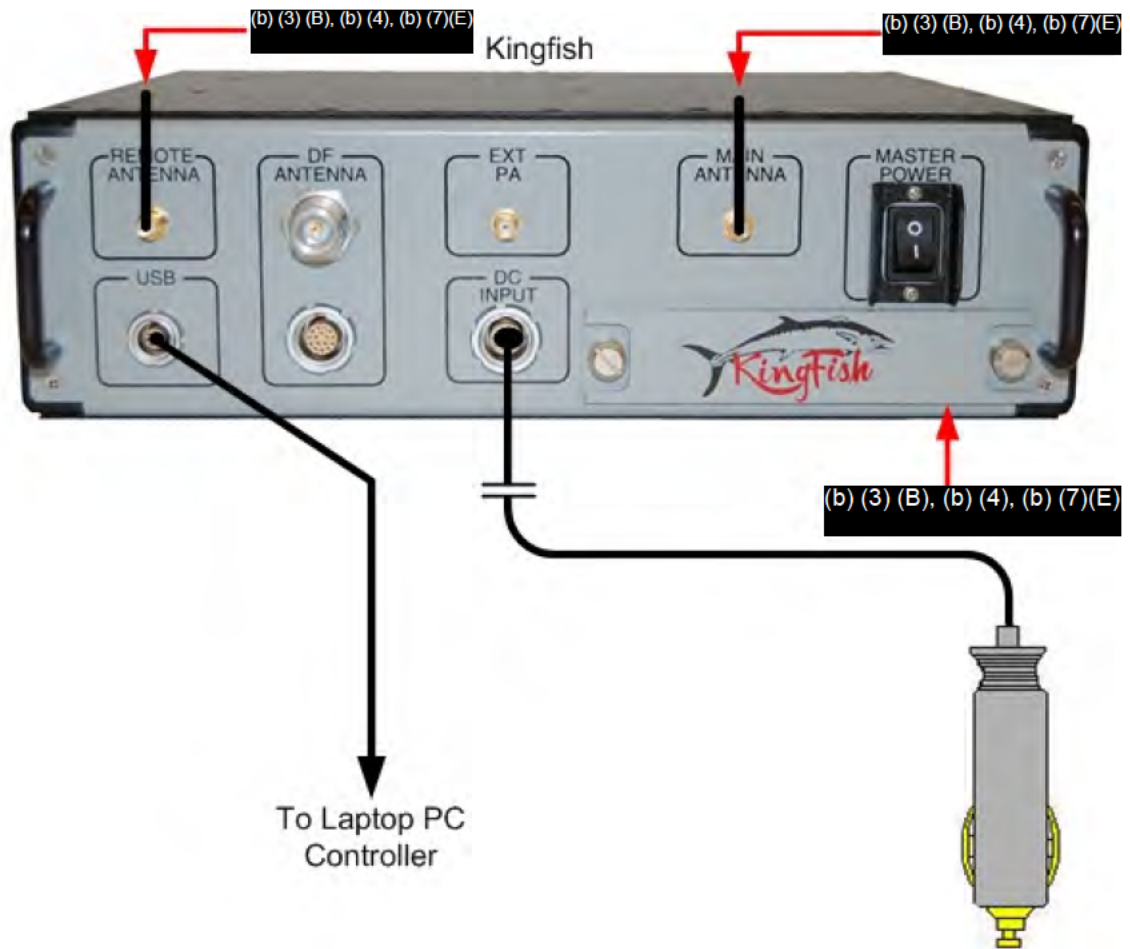
- b. (b) (3) (B), (b) (4), (b) (7)(E)

(Figure 4-6).

- c. (b) (3) (B), (b) (4), (b) (7)(E)

## Chapter 4

## KingFish Hardware



**Figure 4-6. KingFish Basic System Connections** (b) (3) (B), (b) (4), (b) (7)(E)

Step 4. For operation in the (b) (3) (B), (b) (4), (b) (7)(E)

Step 5. Power on the KingFish chassis (b) (3) (B), (b) (4), (b) (7)(E)

Step 6. Complete the following steps with the (b) (3) (B), (b) (4), (b) (7)(E)

a. (b) (3) (B), (b) (4), (b) (7)(E)

b. (b) (3) (B), (b) (4), (b) (7)(E)

Step 7. The (b) (3) (B), (b) (4), (b) (7)(E)

the KingFish is ready for operation.

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**Chapter**

**5**

**ACCESSORIES**

**5-1 FEDERAL COMMUNICATIONS COMMISSION IDENTIFIER NOTIFICATION**

Pursuant to 47 C.F.R. § 2.925(f) Harris Corporation ("Harris") has been authorized to display the Federal Communications Commission ("FCC") Identifier for the 2100/1700 Converter, as required pursuant to 47 C.F.R. § 2.926, in an alternative manner to that set forth under 47 C.F.R. § 2.925(a) and 47 C.F.R. § 2.925(d). Under the terms of the equipment authorization grant for the Harris 2100/1700 Converter this notification satisfies all requirements for displaying the FCC Identifier under 47 C.F.R. § 2.925 and meets all conditions attendant to an equipment authorization grant provided by 47 C.F.R. § 2.927.

**FCC ID: NK73186795**

## 5-2 WHAT THIS CHAPTER CONTAINS

This chapter provides a list (b) (3) (B), (b) (4), (b) (7)(E)

### 5-3 (b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

Figure 5-1. (b) (3) (B), (b) (4), (b) (7)(E)

5-3.1 REPACKAGING

Retain the (b) (3) (B), (b) (4), (b) (7)(E) in Figure 5-2.

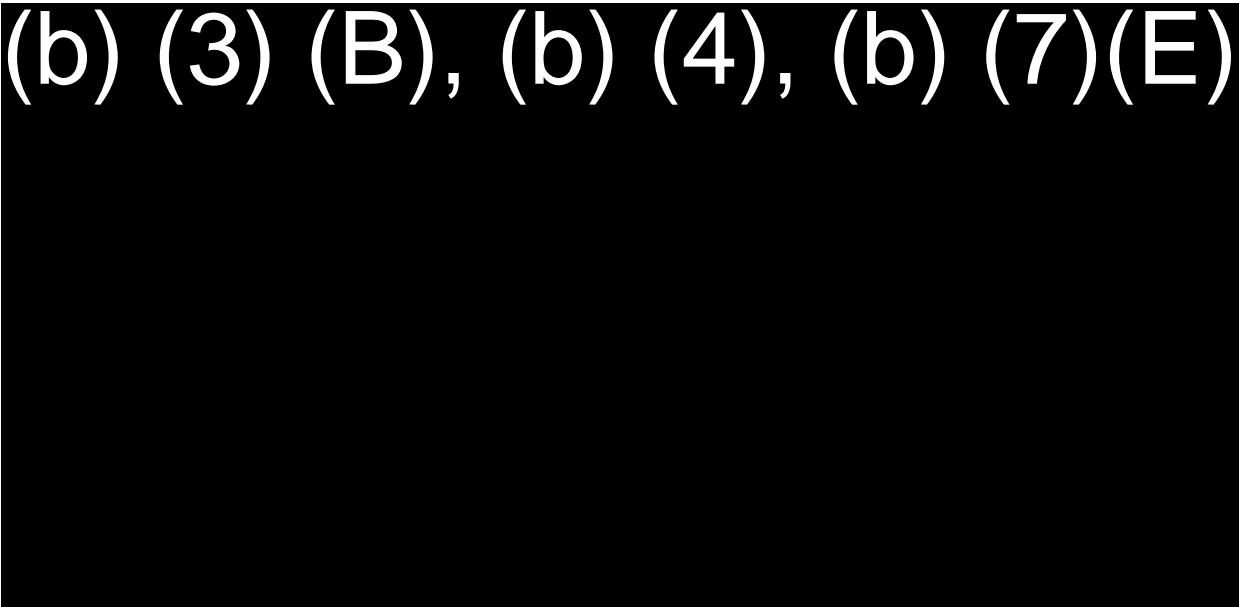


Figure 5-2. (b) (3) (B), (b) (4), (b) (7)(E)

5-3.2 EQUIPMENT CHECKLIST

The following components are (b) (3) (B), (b) (4), (b) (7)(E) (see Table 5-1).

Table 5-1. Standard Equipment (b) (3) (B), (b) (4), (b) (7)(E)

Quantity	Item
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)

### 5-3.3 CONTROLS AND INDICATORS

(b) (3) (B), (b) (4), (b) (7)(E) are shown in Figure 5-1 and listed in Table 5-2.

Table 5-2. (b) (3) (B), (b) (4), (b) (7)(E)

Control or Indicator	Description
(b) (3) (B), (b) (4), (b) (7)(E)	
(b) (3) (B), (b) (4), (b) (7)(E) (b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E) (b) (3) (B), (b) (4), (b) (7)(E) (b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E) (b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E) (b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)(b) (3) (B), (b) (4), (b) (7)(E) (b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (B), (b) (4), (b) (7)(E) (b) (3) (B), (b) (4), (b) (7)(E) (b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)(b) (3) (B), (b) (4), (b) (7)(E) (b) (3) (B), (b) (4), (b) (7)(E)
(b) (3) (b) (3) (b) (3)	(b) (3) (B), (b) (4), (b) (7)(E)(b) (3) (B), (b) (4), (b) (7)(E) (b) (3) (B), (b) (4), (b) (7)(E)
ON/OFF	ON/OFF Power Switch
(b) (3) (B), (b) (4), (b) (7)(E) (b) (3) (B), (b) (4), (b) (7)(E)	(b) (3) (B), (b) (4), (b) (7)(E)



Appendix

A

TERMS AND DEFINITIONS

A-1 WHAT THIS APPENDIX CONTAINS

This appendix contains terms and definitions found in the StingRay (b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

■ ■ ■ ■ ■

(b) (3) (B), (b) (4), (b) (7)(E)

-B-

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
StingRay (b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

-C-

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

-D-

**dBm** - Decibels above or below one milliwatt. Used to indicate receive signal strength.

(b) (3) (B), (b) (4), (b) (7)(E)

-E-

(b) (3) (B), (b) (4), (b) (7)(E)

## Terms and Definitions

-F-

(b) (3) (B), (b) (4), (b) (7)(E)

-I-

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

-L-

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

-M-

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

## Appendix A

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

-N-

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

-P-

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)  
(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

**Appendix A****Terms and Definitions****-R-**

(b) (3) (B), (b) (4), (b) (7)(E) - (b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

**-S-**

(b) (3) (B), (b) (4), (b) (7)(E) (b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

**-T-**

(b) (3) (B), (b) (4), (b) (7)(E)

(b) (3) (B), (b) (4), (b) (7)(E)

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**Appendix****B****WARRANTY****B-1 WARRANTY TERMS****Harris Corporation** (b) (3) (B), (b) (4), (b) (7)(E)

The user or buyer, in consideration for the mutual promises herein and as the controlling conditions for the use of this product, agrees by its acceptance of delivery, use of the product, or partial performance of this agreement as follows:

1. *Limited 12 Month Maintenance Agreement.* This Maintenance Agreement applies to all Harris Corporation equipment purchased and employed for the service normally intended, except those products specifically excluded. If the product was purchased for use in the United States, we will repair or replace (at our option) the equipment or part without charge to you at our Authorized Repair Center or Factory. This Maintenance Agreement is valid for 12 months from the date of shipment. You must notify us promptly of a defect within (10) days of discovery of the defect. Assuming that Harris concurs that the complaint is valid, and is unable to correct the problem without having the equipment shipped to Harris:  
Harris will repair or replace (at our option) the defective equipment or part and pay for its return to you, provided the repair or replacement is due to a cause covered under this Maintenance Agreement. This is the sole and exclusive remedy under this Maintenance Agreement.
2. *What is not covered?* We regret that we cannot be responsible for:
  - a. Defects or failures caused by buyer or user abuse or misuse.
  - b. Defects or failures caused by unauthorized attempts to repair or alter the equipment in any way.
  - c. Items of characteristically indeterminate life (e.g., bulbs, fuses, batteries).
  - d. Consequential damages incurred by a buyer or user from any cause whatsoever including, but not limited to, transportation, non-Harris repair or service costs, downtime costs, costs for substituting equipment or loss of anticipated profits or revenue.
  - e. Harris makes no other agreements beyond the express maintenance agreement as contained herein. All express or implied warranties of fitness for a particular purpose or merchantability are excluded. In no event shall Harris be liable for any indirect, special or consequential damage of any kind.
3. *Maintenance Agreement Service Warranty.* Any repair service performed by Harris under this limited Maintenance Agreement is warranted to be free from defects in material or workmanship for sixty (60) days from the date of repair. All terms and exclusions of this limited Maintenance Agreement apply to the Maintenance Agreement service warranty.
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**Warranty****Appendix B**

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**NOTE**

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FOIA Exemption 4: Information that concerns business trade secrets or other confidential commercial or financial information.  
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FOIA Ex. 4

# Hardware Manual

FOIA Ex. 4

10 May 2010



FOIA Ex. 4

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STINGRAY FCC ID: NK73092523

KINGFISH FCC ID: NK73100176

STINGRAY II FCC ID: NK73166210

FOIA Ex. 4





Government Communications Systems Division  
P.O. Box 9800  
Melbourne, FL 32902-9800

Telephone: [REDACTED]  
Fax: [REDACTED]



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## CHANGE RECORD

Revision	Change Details	Issue Date
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A	FCC Certification release per C00066273.	29 March 2010
B	FCC Certification release to support confidentiality markings per C00068563.	10 May 2010

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## Warnings and Cautions

### High Voltage or Shock



This **!Warning** label indicates that the user must not attempt to reach inside the unit or place objects inside the housing to prevent serious injury. Do not expose this equipment to rain or moisture and take care to avoid spilling liquids into the enclosure.

### Restricted Use



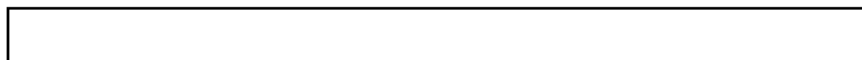
This **Warning** label indicates that the FOIA Ex. 4 platforms are restricted use items and can only be sold to authorized law enforcement and government agencies. FOIA Ex. 4 use shall comply with all local, state and federal statutes and regulations associated with the FOIA Ex. 4. Harris Corporation assumes no liability for any misuse or improper use of this product and makes no representation as to its suitability for any specific application. Buyer's right to transfer, sell or assign this product shall be limited to authorized law enforcement and government agencies and must be pursuant to the written permission of Harris Corporation.

### Caution - Unsafe Practice



This **Caution** label warns against unsafe practices and indicates that the user must not remove or disassemble the FOIA Ex. 4 (at any time) to prevent damage to the Equipment.

### Caution - Read Manual



When text appears in a box below a **CAUTION** label as above, this indicates that the user must read the manual for proper procedures to prevent damage to the equipment.

### Note - Information

**NOTE**



When text appears in a green **NOTE** box as above, this indicates information important for successful operation of system or understanding.

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**How to Use This Manual**

## How to Use This Manual

FOIA Ex. 4

### Hardware Manual and Reference Guide

This manual is organized in several sections, containing equipment description and any setup procedures. Some duplication of material occurs since each has been developed for independent reference. Figures and Tables are numbered with reference to chapters, with the first number representing the respective chapter; for example, Figure 2-1 is Figure No. 1 in Chapter 2.

- Checklist - Operational checklists provide a list of important items to remember during equipment setup
- Chapter 1 - Introduction, provides a quick reference and an operational description of the equipment
- Chapter 2 - StingRay II Hardware, contains setup and information on connections to StingRay II
- Chapter 3 - StingRay Hardware, contains setup and information on connections to StingRay
- Chapter 4 - KingFish Hardware, contains setup and information on connections to KingFish
- Chapter 5 - FOIA Ex. 4
- Appendices - Provides terms and definitions, system reference information, and warranty information

To assure successful operational results with the FOIA Ex. 4 product, it is essential that the user is acquainted with the system's full functions and capabilities.

## Product Family Checklists

The following checklists are provided for each of the main grouping of the FOIA Ex. 4 products to ensure successful operation. The products' checklists are in the order they appear in the manual:

### ***I. STINGRAY II***

Before using the StingRay II System and starting an application, observe the following checklist for procedures to remember during setup and configuration.

1. Is the equipment properly connected and setup (see [Chapter 2](#))? Make sure that other devices connected to the system are also properly connected and setup.
2. Has the StingRay II been powered on and allowed to complete its startup sequence (see [Chapter 2](#))?
3. Are the FOIA Ex. 4 properly installed?
  - a. FOIA Ex. 4 .
  - b. FOIA Ex. 4

### ***II. STINGRAY***

Before using the StingRay System and starting an application, observe the following checklist for procedures to remember during setup and configuration.

1. Is the equipment properly connected and setup (see [Chapter 3](#))? Make sure that other devices connected to the system are also properly connected and setup.
2. Has the StingRay been powered on and allowed to complete its startup sequence (see [Chapter 3](#))?
3. Are the FOIA Ex. 4 properly installed?
  - a. FOIA Ex. 4
  - b. FOIA Ex. 4

### ***III. KINGFISH***

Before using the KingFish System and starting an application, use the following checklist to complete KingFish setup and configuration successfully.

1. Is the equipment properly connected and setup (see [Chapter 4](#))? Make sure that other devices connected to the system are also set to operate.
2. Is the KingFish powered on and allowed to complete its startup sequence?
3. Are the FOIA Ex. 4 properly installed?

---

FOIA Ex. 4 **Checklist**

a. FOIA Ex. 4

b. FOIA Ex. 4

## Chapter

## 1

## INTRODUCTION

## 1-1 INTRODUCTION

FOIA Ex. 4 for the StingRay II, StingRay and KingFish products. A brief description for each of the FOIA Ex. 4 products appears below.

The StingRay II is a

FOIA Ex. 4

The StingRay is a

FOIA Ex. 4

The KingFish is a

FOIA Ex. 4

## 1-2 WHAT THIS MANUAL CONTAINS

This FOIA Ex. 4 Hardware Manual provides details and procedures for the StingRay II, StingRay and KingFish Platforms.

- **StingRay II Hardware Features and Capabilities** – Equipment list, Packaging, and Setup information and illustrations
- **StingRay Hardware Features and Capabilities** – Equipment list, Packaging, Setup information and illustrations, and compatible equipment options
- **KingFish Hardware Features and Capabilities** – Equipment list, Packaging, Setup information and illustrations, and compatible equipment
- FOIA Ex. 4

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Chapter

**2**

# STINGRAY II HARDWARE

2-1

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

## 2-2 WHAT THIS CHAPTER CONTAINS

This chapter provides a list of the features and capabilities of the StingRay II hardware, an equipment inventory, system specifications, and StingRay II Setup

## 2-3 INTRODUCTION

The StingRay II is a [REDACTED] FOIA Ex. 4 [REDACTED]. The following features and capabilities are provided by the StingRay II:

- [REDACTED] FOIA Ex. 4 [REDACTED]
- [REDACTED] FOIA Ex. 4 [REDACTED]
- [REDACTED] FOIA Ex. 4 [REDACTED]
- [REDACTED] FOIA Ex. 4 [REDACTED]
- [REDACTED] FOIA Ex. 4 [REDACTED]

The StingRay II unit is shown in [Figure 2-1](#). The StingRay II is [REDACTED] FOIA Ex. 4 [REDACTED]  
[REDACTED] FOIA Ex. 4 [REDACTED]



**Figure 2-1. StingRay II Unit**

## 2-4 REPACKAGING

Retain the original shipping case and foam inserts for repackaging should it be necessary to ship the StingRay II Unit. The shipping case and component arrangement is shown in [Figure 2-2](#). A detailed transit case breakdown is shown in [Figure 2-3](#) and described in [Table 2-1](#).

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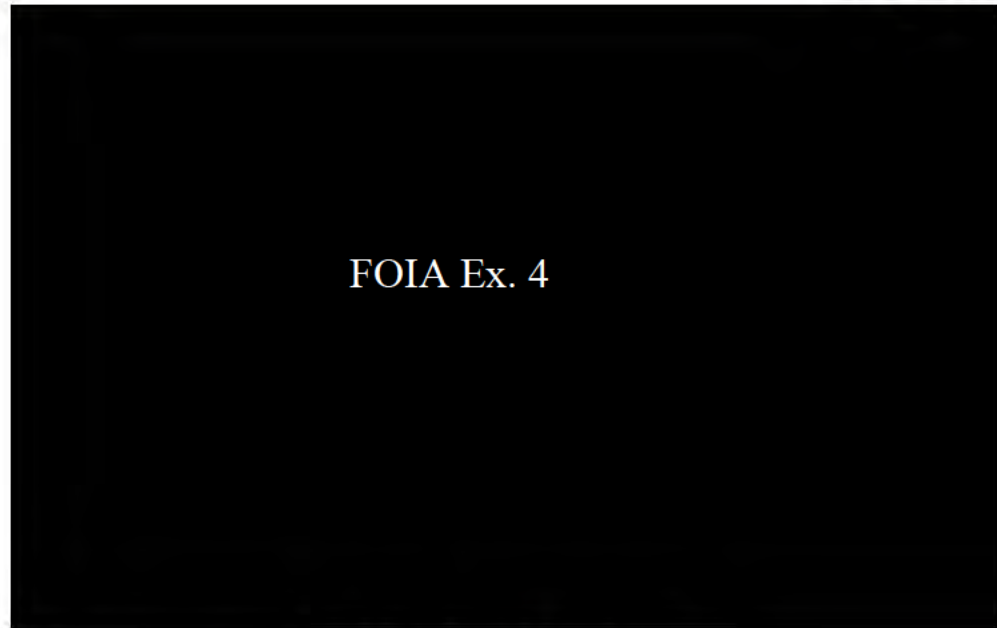


Figure 2-2. Transit Case Layout

Table 2-1. Transit Case Component Description

Location	Item Description
1*	FOIA Ex. 4
2*	FOIA Ex. 4
3*	FOIA Ex. 4
4	StingRay II Unit
5	FOIA Ex. 4
6	FOIA Ex. 4
7	FOIA Ex. 4
8	FOIA Ex. 4
9	FOIA Ex. 4
10	FOIA Ex. 4
* Under StingRay II Unit	

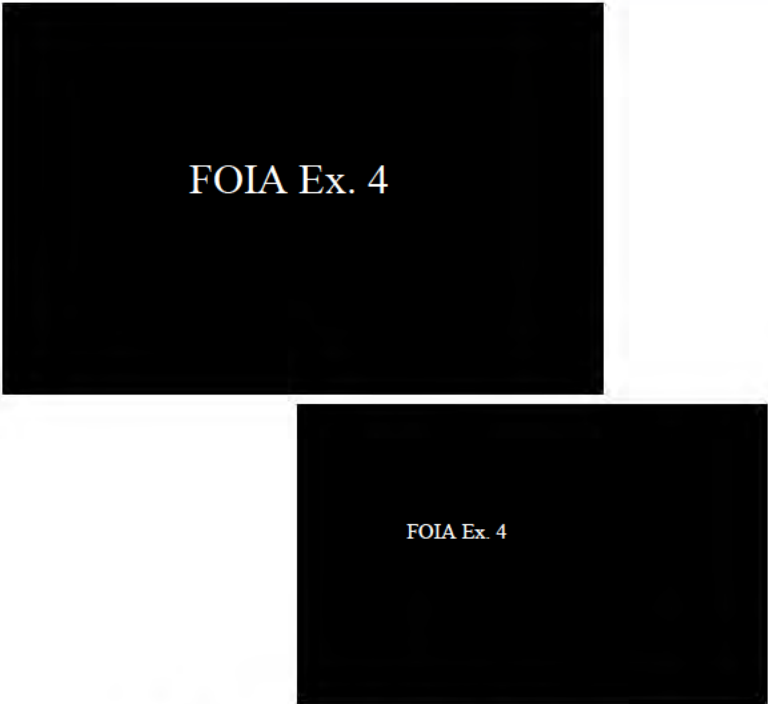


Figure 2-3. Transit Case Breakdown

2-5 EQUIPMENT CHECKLIST

The following components are included with the StingRay II system (see [Table 2-2](#) and [Table 2-3](#)).

Table 2-2. Standard Equipment Included with StingRay II System

Quantity	Item
1	StingRay II Unit
1	FOIA Ex. 4
	FOIA Ex. 4
2	FOIA Ex. 4
1	Storage Case
3	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4

**Chapter 2****StingRay II Hardware****2-6 STINGRAY II SPECIFICATIONS**

StingRay II Specifications are listed in [Table 2-3](#).

**Table 2-3. StingRay II Specifications**

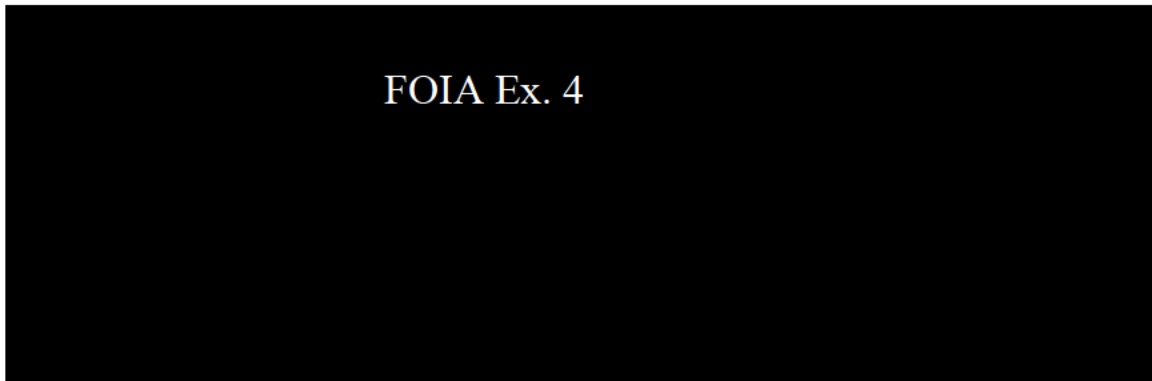
Characteristic	Specification
FOIA Ex. 4	
FOIA Ex. 4	FOIA Ex. 4
Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
	FOIA Ex. 4
FOIA Ex. 4	
FOIA Ex. 4	FOIA Ex. 4

## 2-7 STINGRAY II SETUP

Proper setup of the StingRay II Unit entails FOIA Ex. 4  
FOIA Ex. 4 and the basic setup procedure guidelines.

### 2-7.1 STINGRAY I FOIA Ex. 4

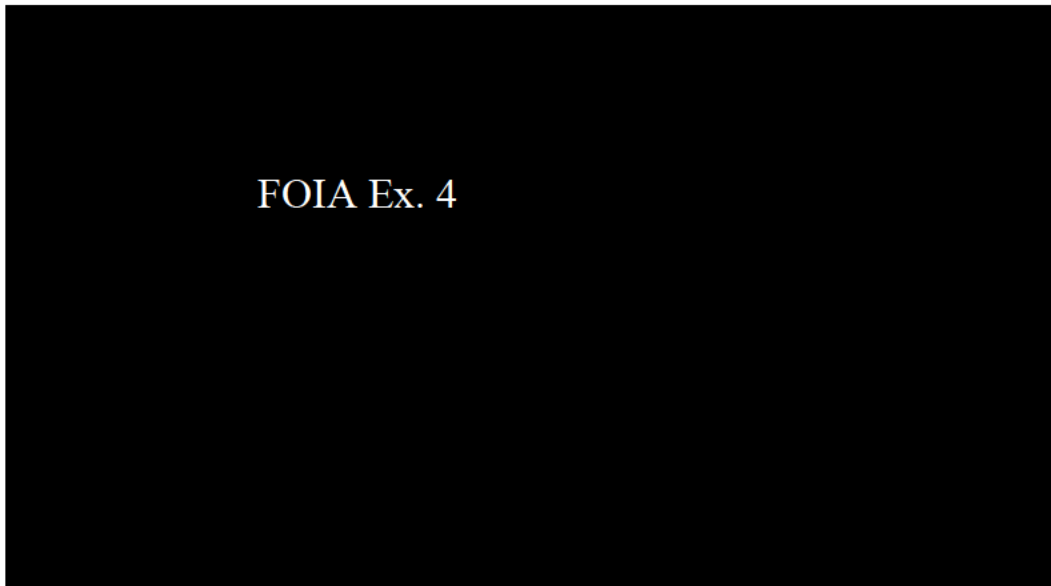
The StingRay II chassis FOIA Ex. 4  
FOIA Ex. 4 as shown in [Figure 2-4](#).  
FOIA Ex. 4.



*Figure 2-4. StingRay II* FOIA Ex. 4

### 2-7.2 STINGRAY II FOIA Ex. 4

The StingRay II chassis FOIA Ex. 4 as shown in [Figure 2-5](#).

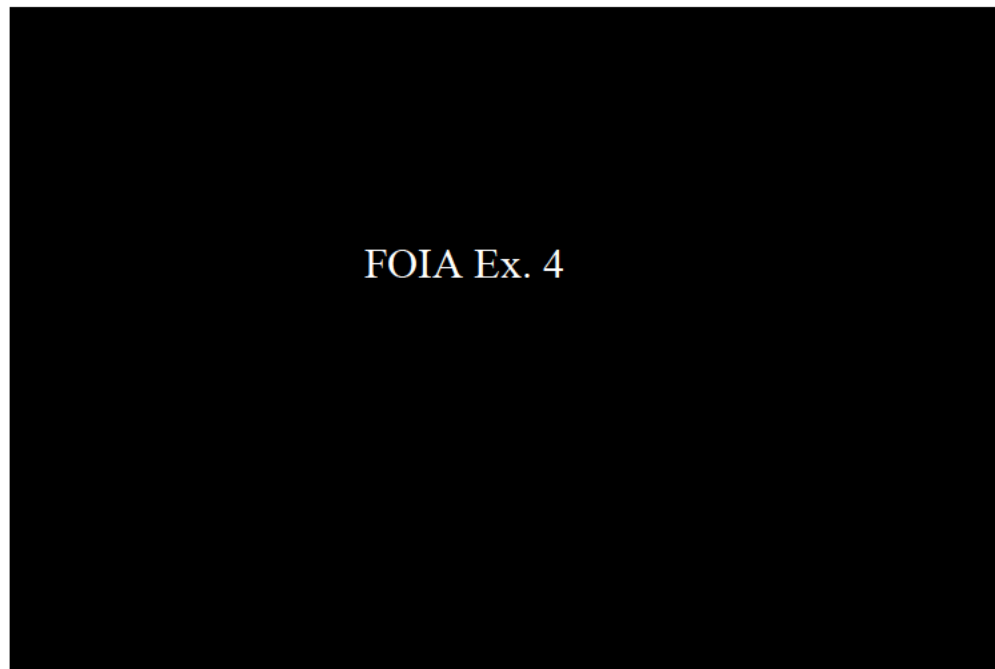


*Figure 2-5. StingRay II* FOIA Ex. 4

- FOIA Ex. 4  
FOIA Ex. 4
- FOIA Ex. 4  
FOIA Ex. 4  
FOIA Ex. 4  
FOIA Ex. 4  
FOIA Ex. 4  
FOIA Ex. 4
- FOIA Ex. 4  
FOIA Ex. 4

**2-7.3 STINGRAY II** FOIA Ex. 4

The FOIA Ex. 4 is shown in [Figure 2-6](#) and described in [Table 2-4](#).  
FOIA Ex. 4



*Figure 2-6. StingRay II* FOIA Ex. 4

**Table 2-4. StingRay II** FOIA Ex. 4

Interface	Description
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
Power Switch	ON/OFF Power Switch
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4

**2-7.4 STINGRAY II** FOIA Ex. 4

Connect the StingRay II FOIA Ex. 4 (see [Figure 2-7](#)). This procedure connects the basic StingRay II system components.

Step 1. Place the StingRay II chassis in a convenient location,

FOIA Ex. 4.

Step 2.

FOIA Ex. 4

(see [table 2-5](#)). It is recommended that the

Table 2-5. FOIA Ex. 4

FOIA Ex. 4	Ex. 4	FOIA Ex. 4	FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4	Ex. 4	Ex. 4	Ex. 4
	FOIA Ex. 4	Ex. 4	Ex. 4	Ex. 4
	FOIA Ex. 4	Ex. 4	Ex. 4	Ex. 4
	FOIA Ex. 4	Ex. 4	Ex. 4	Ex. 4
FOIA Ex. 4	FOIA Ex. 4	Ex. 4	Ex. 4	Ex. 4
	FOIA Ex. 4	Ex. 4	Ex. 4	Ex. 4
	FOIA Ex. 4	Ex. 4	Ex. 4	Ex. 4
	FOIA Ex. 4	Ex. 4	Ex. 4	Ex. 4
	FOIA Ex. 4	Ex. 4	Ex. 4	Ex. 4
FOIA Ex. 4	FOIA Ex. 4	Ex. 4	Ex. 4	Ex. 4
	FOIA Ex. 4	Ex. 4	Ex. 4	Ex. 4
	FOIA Ex. 4	Ex. 4	Ex. 4	Ex. 4
	FOIA Ex. 4	Ex. 4	Ex. 4	Ex. 4
	FOIA Ex. 4	Ex. 4	Ex. 4	Ex. 4

Step 3. Each FOIA Ex. 4



FOIA Ex. 4 threads can be easily damaged. Make the finger-tight; use of a wrench is not necessary. Do not force the connector onto the jack or the jack can become cross-threaded and damaged.

Step 4. Connect the FOIA Ex. 4

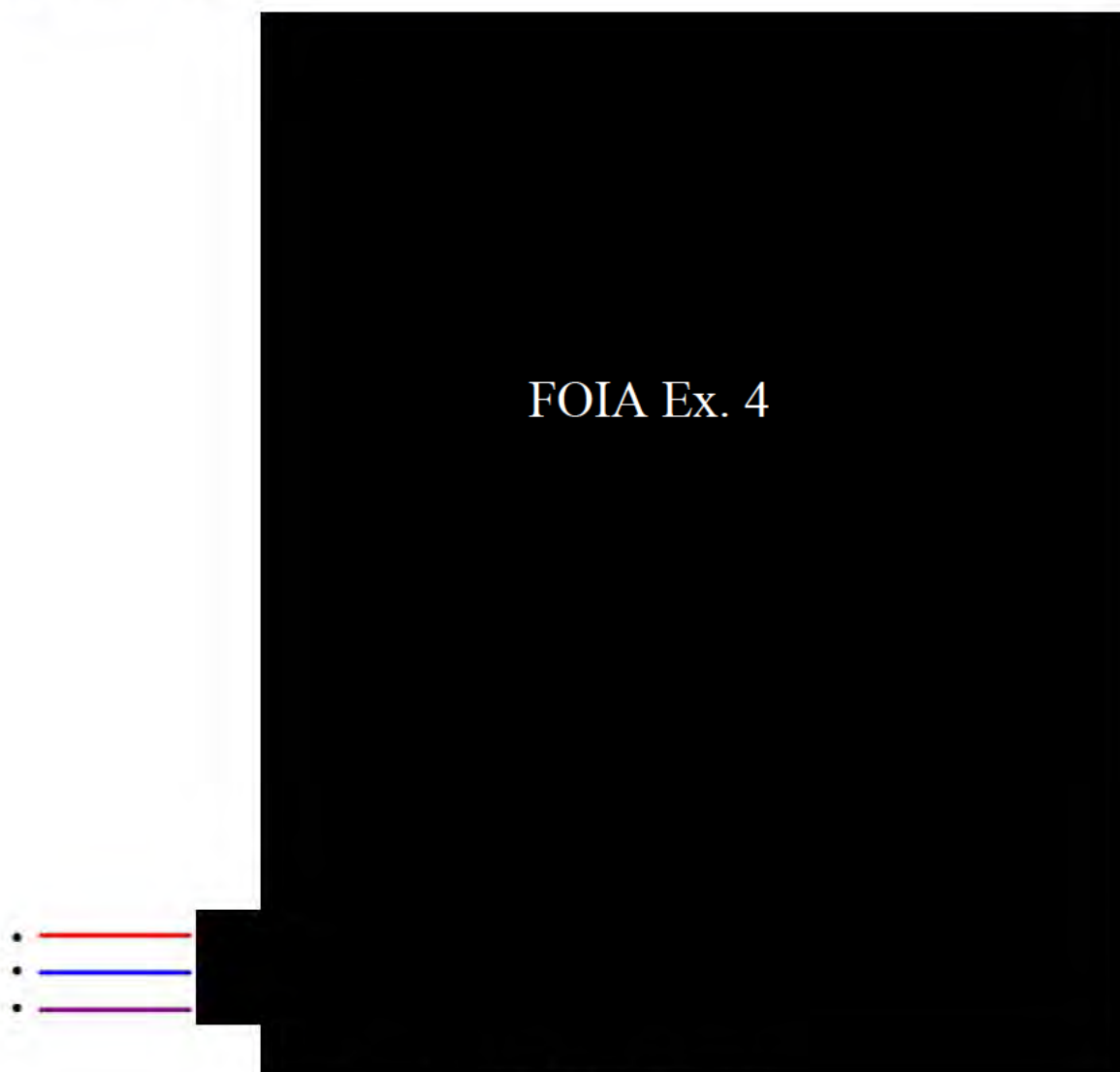


Figure 2-7. StingRay II Configuration

Step 5. Make the following FOIA Ex. 4

**NOTE**

FOIA Ex. 4

- a. Connect the FOIA Ex. 4
- b. Connect the FOIA Ex. 4

Connect StingRay II FOIA Ex. 4 StingRay II System was

FOIA Ex. 4



**NOTE**

FOIA Ex. 4

Step 6. StingRay II is connected and ready for operation ([Figure 2-7](#)).

1

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Chapter

**3**

# STINGRAY HARDWARE

**3-1**

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

## 3-2 WHAT THIS CHAPTER CONTAINS

This chapter provides a list of the features and capabilities of the StingRay hardware, an equipment inventory, a description of compatible equipment options, the system specifications, and the steps necessary to connect the StingRay components.

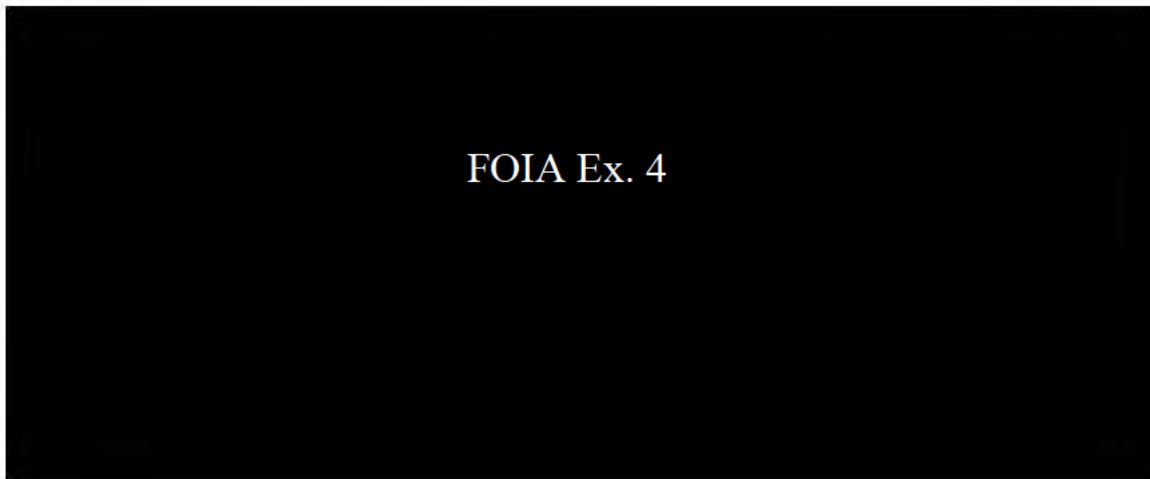
## 3-3 INTRODUCTION

The StingRay is a **FOIA Ex. 4**

The following features and capabilities are provided by the StingRay:

- **FOIA Ex. 4**
- **FOIA Ex. 4**
- **FOIA Ex. 4**
- **FOIA Ex. 4**
- **FOIA Ex. 4**

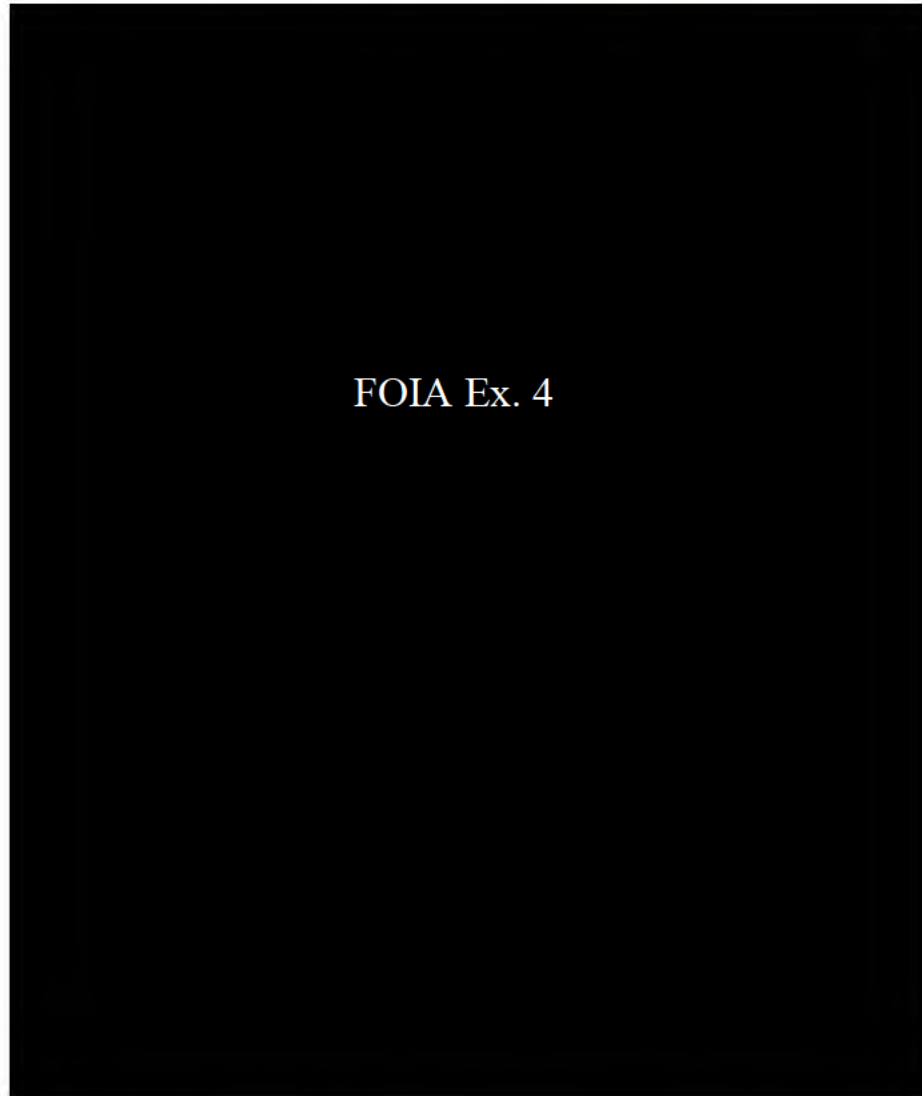
The StingRay unit is shown in [Figure 3-1](#) and is **FOIA Ex. 4**



*Figure 3-1. StingRay Unit*

**3-4 REPACKAGING**

Retain the original shipping case and foam inserts for repackaging should it be necessary to ship the StingRay Unit. The shipping case and component arrangement is shown in [Figure 3-2](#).



*Figure 3-2. StingRay Case and Components*

**3-5 EQUIPMENT CHECKLIST**

The following components are included with the StingRay system (see [Table 3-1](#)).

**Table 3-1. Standard Equipment Included with the Original (-101) StingRay System**

Quantity	Item
1	StingRay Unit FOIA Ex. 4 FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4

**3-6 STINGRAY SPECIFICATIONS**

StingRay Specifications are listed in [Table 3-2](#).

**Table 3-2. StingRay Specifications**

Characteristic	Specification
FOIA Ex. 4	
FOIA Ex. 4	FOIA Ex. 4
Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4

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Table 3-2. StingRay Specifications (Continued)

Characteristic	Specification
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	
FOIA Ex. 4	
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex.	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	
FOIA Ex. 4	Ex. 4
FOIA Ex. 4	
FOIA Ex. 4	Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	
FOIA Ex. 4	FOIA Ex. 4

### 3-7 STINGRAY SETUP

Set up the StingRay Unit using the following procedures.

#### 3-7.1 STINGRAY

FOIA Ex. 4

Connect the StingRay **FOIA Ex. 4** using the following procedures (see [Figure 3-3](#)). This procedure connects the basic StingRay system components.

Step 1. Place the StingRay chassis in a convenient location, **FOIA Ex. 4**.

**FOIA Ex. 4**. Once installed and powered on **FOIA Ex. 4**.

Step 2.

**FOIA Ex. 4**



**FOIA Ex. 4** threads can be easily damaged. Make the **FOIA Ex. 4** finger-tight; use of a wrench is not necessary. Do not force the connector onto the jack or the jack can become cross-threaded and damaged.

Step 3.

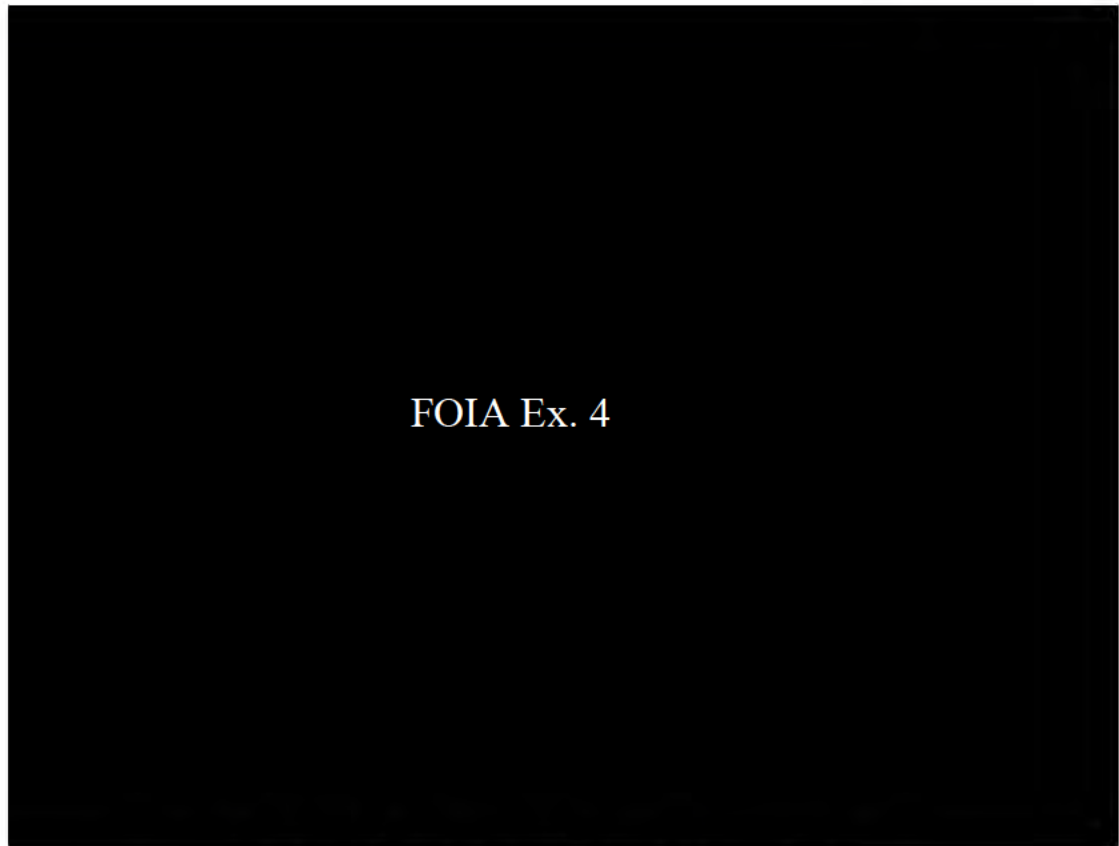
**FOIA Ex. 4**



Use only one of these methods of powering StingRay **FOIA Ex. 4**.

**FOIA Ex. 4**





**Figure 3-3. StingRay Basic System Connections**

Step 4. Make the following FOIA Ex. 4 .

**NOTE**



- a. Connect the FOIA Ex. 4
- b. Connect the FOIA Ex. 4
- c. Connect StingRay FOIA Ex. 4
  - FOIA Ex. 4
  - FOIA Ex. 4
  - Please wait for the FOIA Ex. 4

**NOTE**

FOIA Ex. 4

Step 5. StingRay is connected and ready for operation.

Chapter

**4**

# KINGFISH HARDWARE

4-1

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

## 4-2 WHAT THIS CHAPTER CONTAINS

This chapter provides a list of the features and capabilities of the KingFish hardware, an equipment inventory, a description of compatible equipment options, the system specifications, and the steps necessary to connect the KingFish components.

## 4-3 INTRODUCTION

The KingFish is a [REDACTED] FOIA Ex. 4 [REDACTED]. The following features and capabilities are provided by the Kingfish hardware:

- FOIA Ex. 4 [REDACTED]
- FOIA Ex. 4 [REDACTED]
- FOIA Ex. 4 [REDACTED]
- FOIA Ex. 4 [REDACTED]
- FOIA Ex. 4 [REDACTED]

The KingFish (Figure 4-1) [REDACTED] FOIA Ex. 4 [REDACTED]

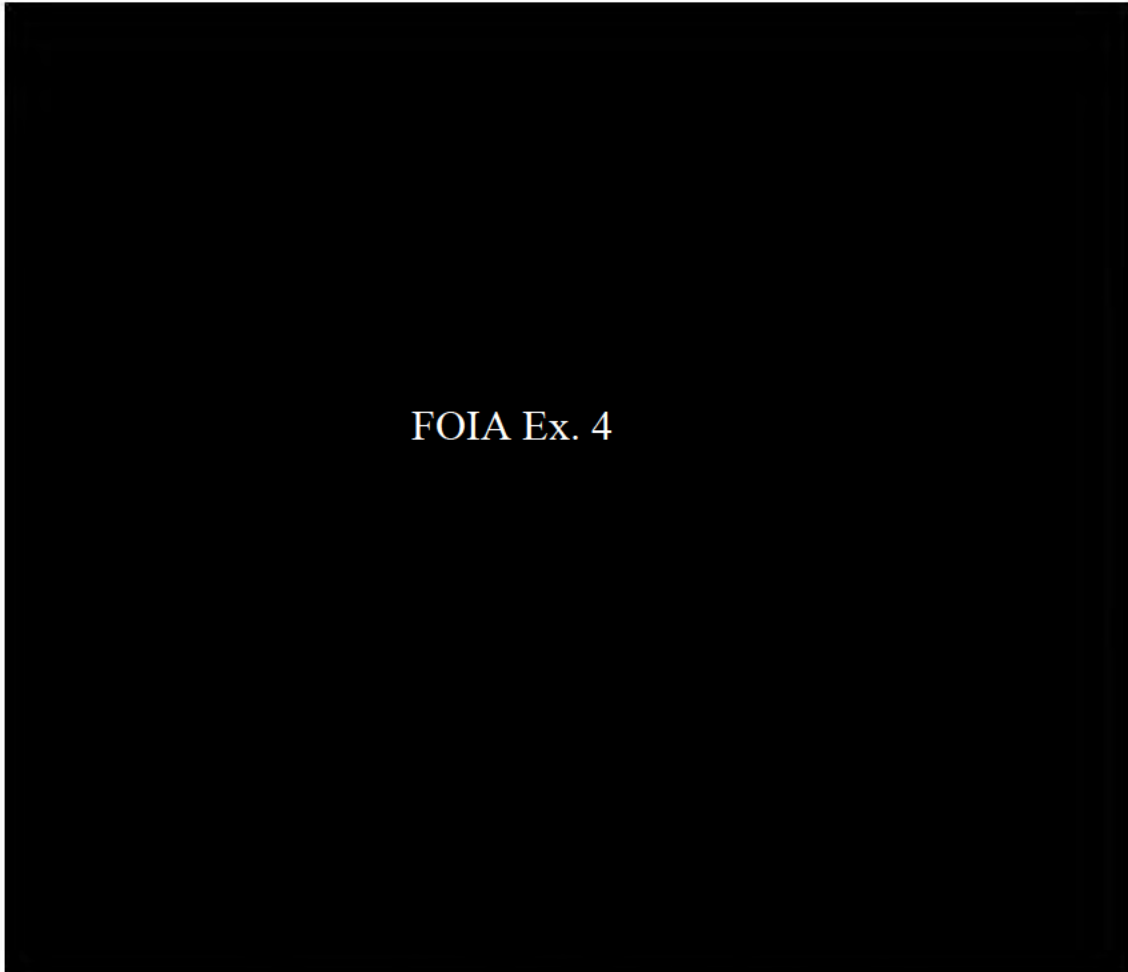
1. FOIA Ex. 4 [REDACTED]
2. FOIA Ex. 4 [REDACTED]



**Figure 4-1. KingFish Front Panel**

**Chapter 4****KingFish Hardware****4-4 REPACKAGING**

Retain the original shipping case and foam inserts for repackaging should it be necessary to ship the KingFish Unit. The shipping case and component arrangement for the KingFish system is shown in [Figure 4-2](#).



*Figure 4-2. KingFish Transit Case and Components*

**4-5 EQUIPMENT CHECKLIST**

Table 4-1 lists components included with the KingFish system.

Table 4-1. Standard Equipment Included with the FOIA Ex. 4 KingFish System

Quantity	Item
1	KingFish Unit which includes the following:
1	KingFish Chassis Assembly
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4

**4-6 KINGFISH SPECIFICATIONS**

KingFish Specifications are listed in Table 4-2.

Table 4-2. KingFish Specifications

Characteristic	Specification
FOIA Ex. 4	
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4

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## Chapter 4

**KingFish Hardware**

**Table 4-2. KingFish Specifications (Continued)**

[illegible]

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**4-7 KINGFISH BATTERY CHARGING**

The KingFish [redacted] FOIA Ex. 4  
[redacted] with the KingFish system.

Step 1. Access the KingFish [redacted] FOIA Ex. 4

Step 2. Connect the [redacted] FOIA Ex. 4 .

Step 3. Insert the [redacted] FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

Ex. 4

Step 4. [redacted] FOIA Ex. 4

Step 5. You can check the [redacted] FOIA Ex. 4  
([Figure 4-3](#)).

FOIA Ex. 4

**Figure 4-3.** [redacted] FOIA Ex. 4

Step 6. Remove [redacted] FOIA Ex. 4  
properly.



**Chapter 4****KingFish Hardware****4-8 KINGFISH SETUP**

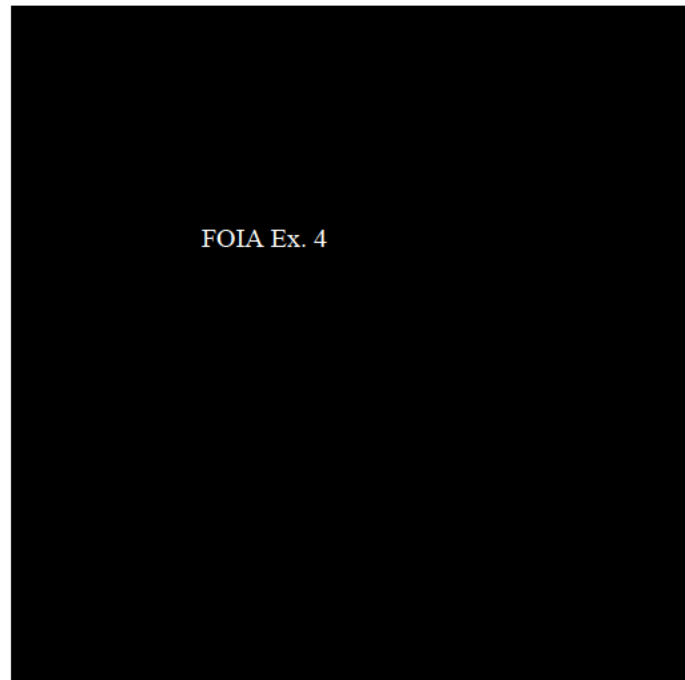
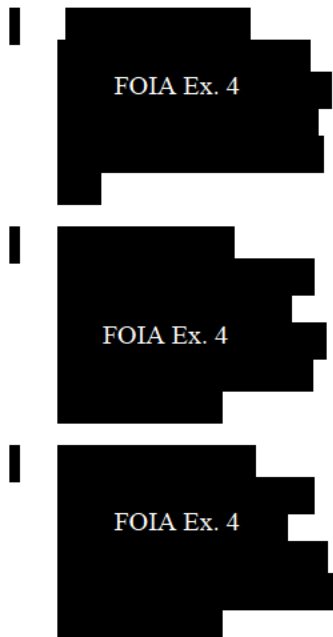
The following sections detail procedures used to configure the KingFish for [REDACTED] on the KingFish unit.

**4-8.1 KINGFISH [REDACTED]**

This procedure connects the [REDACTED]  
Once installed and powered on, [REDACTED]

Step 1. Connect the [REDACTED]

There are [REDACTED]  
(Figure 4-4):



*Figure 4-4. KingFish [REDACTED]*

Step 2. Connect the [REDACTED]

**CAUTION**

The [REDACTED] threads can be easily damaged. ***Make the finger-tight***; use of a wrench is not necessary. Do not force the connector onto the jack or the jack can become cross-threaded and damaged.

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Step 3. Choose one of

FOIA Ex. 4

a.

FOIA Ex. 4

(Figure 4-5) and

FOIA Ex. 4

r.

FOIA Ex. 4

**Figure 4-5. KingFish Basic System Connections**

FOIA Ex. 4

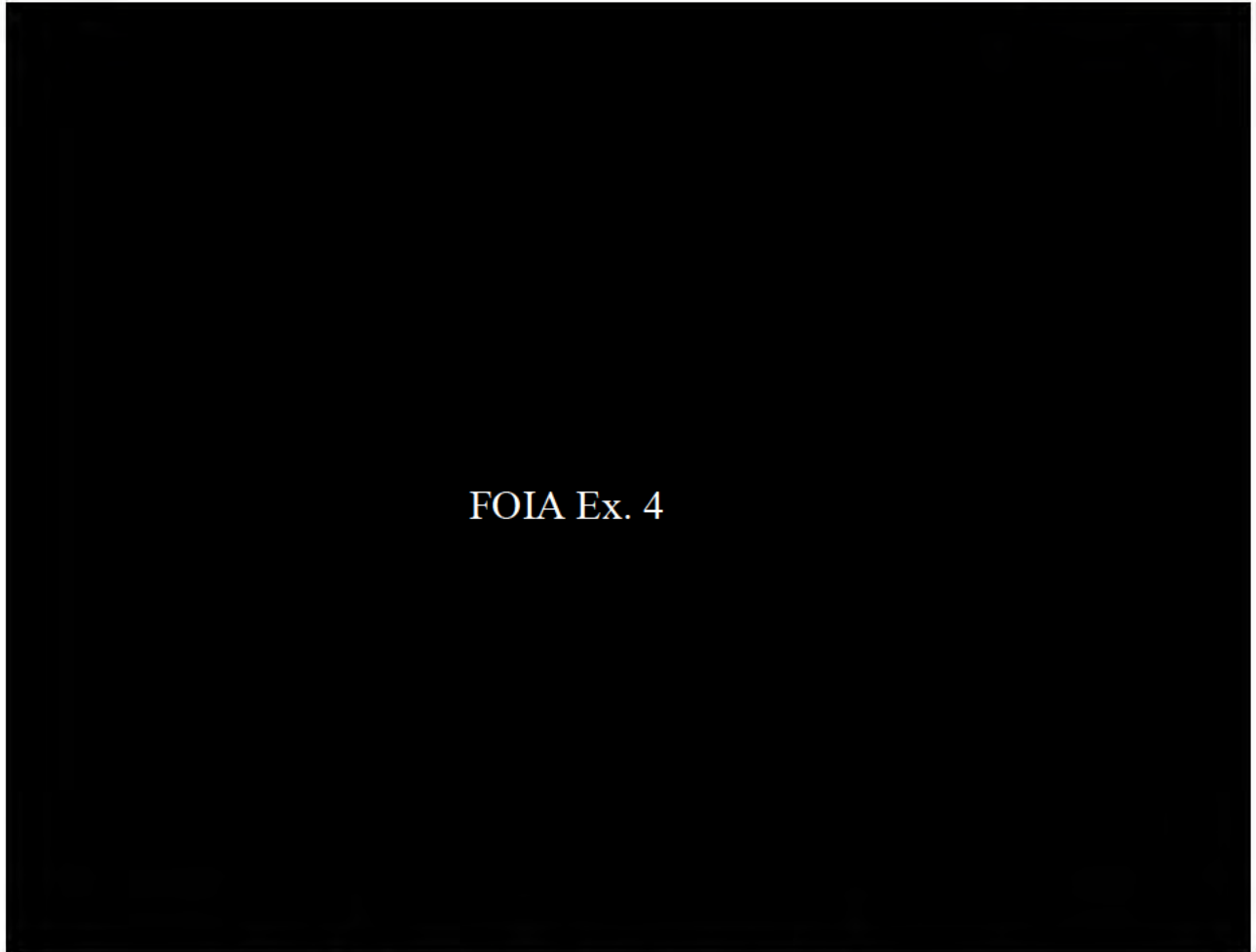
b.

FOIA Ex. 4

(Figure 4-6).

c.

FOIA Ex. 4



*Figure 4-6. KingFish Basic System Connections* FOIA Ex. 4

- Step 4. For operation in the FOIA Ex. 4
- Step 5. Power on the KingFish chassis FOIA Ex. 4
- Step 6. Complete the following steps with the FOIA Ex. 4
- FOIA Ex. 4
- FOIA Ex. 4
- Step 7. The FOIA Ex. 4
- the KingFish is ready for operation.

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Chapter

**5**

FOIA Ex. 4

**5-1**

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

## 5-2 WHAT THIS CHAPTER CONTAINS

This chapter provides a list of

FOIA Ex. 4

### 5-3

FOIA Ex. 4

FOIA Ex. 4

See [Figure 5-1](#) for

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

*Figure 5-1.*

FOIA Ex. 4

## 5-3.1 FOIA Ex. 4

Retain the FOIA Ex. 4 is shown in Figure 5-2.

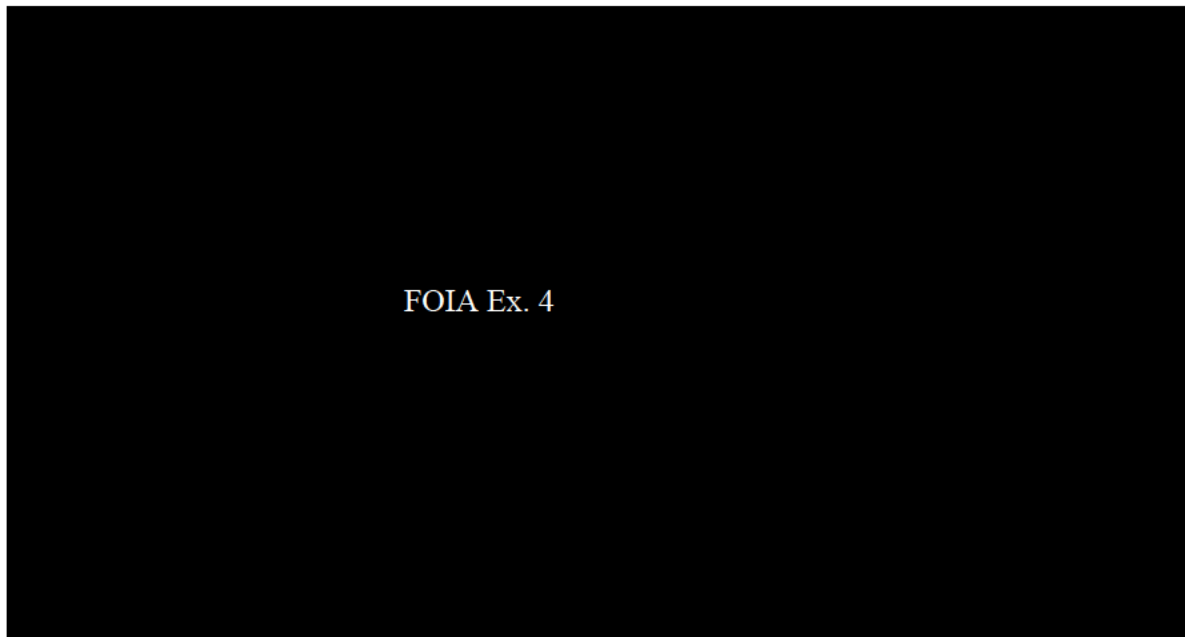


Figure 5-2. FOIA Ex. 4

## 5-3.2 EQUIPMENT CHECKLIST

The following components are FOIA Ex. 4 (see Table 5-1).

Table 5-1. Standard Equipment Included with 2100 MHz Converter

Quantity	Item
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
FOIA Ex. 4	
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4
1	FOIA Ex. 4

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5-3.3 FOIA Ex. 4

FOIA Ex. 4 are shown in Figure 5-1 and listed in Table 5-2.

Table 5-2. FOIA Ex. 4

Control or Indicator	Description
FOIA Ex. 4	
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
FOIA Ex. 4	FOIA Ex. 4
Ex. 4	FOIA Ex. 4
Ex. 4	FOIA Ex. 4
	FOIA Ex. 4
ON/OFF	ON/OFF Power Switch
FOIA Ex. 4	FOIA Ex. 4



## Appendix

## A

## TERMS AND DEFINITIONS

## A-1 WHAT THIS APPENDIX CONTAINS

This appendix contains terms and definitions found in the StingRay

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

-B-

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

-D-

FOIA Ex. 4

FOIA Ex. 4

-E-

FOIA Ex. 4

**Terms and Definitions**

**Appendix A**

**-F-**

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

**-I-**

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

**-L-**

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

**-M-**

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

Provider - Cellular service provider.

## Appendix A

## Terms and Definitions

-R-

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

-S-

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

FOIA Ex. 4

-T-

FOIA Ex. 4

FOIA Ex. 4

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## Appendix

## B

## WARRANTY

## B-1 WARRANTY TERMS

Harris Corporation FOIA Ex. 4

The user or buyer, in consideration for the mutual promises herein and as the controlling conditions for the use of this product, agrees by its acceptance of delivery, use of the product, or partial performance of this agreement as follows:

1. **Limited 12 Month Maintenance Agreement.** This Maintenance Agreement applies to all Harris Corporation equipment purchased and employed for the service normally intended, except those products specifically excluded. If the product was purchased for use in the United States, we will repair or replace (at our option) the equipment or part without charge to you at our Authorized Repair Center or Factory. This Maintenance Agreement is valid for 12 months from the date of shipment. You must notify us promptly of a defect within (10) days of discovery of the defect. Assuming that Harris concurs that the complaint is valid, and is unable to correct the problem without having the equipment shipped to Harris: Harris will repair or replace (at our option) the defective equipment or part and pay for its return to you, provided the repair or replacement is due to a cause covered under this Maintenance Agreement. This is the sole and exclusive remedy under this Maintenance Agreement.
2. **What is not covered?** We regret that we cannot be responsible for:
  - a. Defects or failures caused by buyer or user abuse or misuse.
  - b. Defects or failures caused by unauthorized attempts to repair or alter the equipment in any way.
  - c. Items of characteristically indeterminate life (e.g., bulbs, fuses, batteries).
  - d. Consequential damages incurred by a buyer or user from any cause whatsoever including, but not limited to, transportation, non-Harris repair or service costs, downtime costs, costs for substituting equipment or loss of anticipated profits or revenue.
  - e. Harris makes no other agreements beyond the express maintenance agreement as contained herein. All express or implied warranties of fitness for a particular purpose or merchantability are excluded. In no event shall Harris be liable for any indirect, special or consequential damage of any kind.
3. **Maintenance Agreement Service Warranty.** Any repair service performed by Harris under this limited Maintenance Agreement is warranted to be free from defects in material or workmanship for sixty (60) days from the date of repair. All terms and exclusions of this limited Maintenance Agreement apply to the Maintenance Agreement service warranty.
4. **Annual Maintenance Agreement.** Annual Maintenance Agreements may be purchased for 15 percent of the purchase price of the equipment. First-year maintenance on new products is included in the purchase price. Terms and conditions for limited 12 month Maintenance Agreements as described in Sections 1 and 2 apply.
5. **Restricted Use.** This product is a restricted use item and can only be sold to authorized law enforcement and government agencies. Its use shall comply with all local, state and Federal statutes and regulations associated with the monitoring of cellular transmissions. Harris Corporation assumes no liability for any misuse or improper use of this product and makes no representation as to its suitability for any specific application. Buyer's right to transfer, sell or assign this product shall be limited to authorized law enforcement and government agencies and must be pursuant to the written permission of Harris Corporation.
6. **Compliance with Laws.** Buyer agrees in performance of the Order and use of the items to be solely responsible for complying with all acceptable Federal, state and local laws, regulations, rules and orders. Buyer indemnifies and holds harmless Seller from any claims or non-compliance by it and/or its agents or employees.

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**Warranty****Appendix B**

7. *License.* The user, by its acceptance of delivery, use of the product, or partial performance of this Agreement, agrees to accept the grant of a nonexclusive, nontransferable license to use the Software and Documentation only on the designated computer and in conjunction with the contract and its regular business. No copies of the software are to be made and the Software and Documentation remain the property of the Licensor. No rights in technical data, patents, copyrights or trade secrets are expressed or implied. This document constitutes the entire agreement of the parties.

**NOTE**

The end-user documentation included with the redistribution, if any, must include the following acknowledgement: "This product includes software developed by FOIA Ex. 4

FOIA Ex. 4

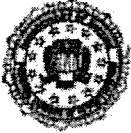
**NOTE**

FOIA Ex. 4

All rights reserved.

8. *Pricing.* This item is being sold in accordance with the current Harris Corporation's FOIA Ex. 4 This price and the terms are subject to change without notice.

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U.S. Department of Justice

Federal Bureau of Investigation

Washington, D.C. 20535-0001

December 19, 2012

Donald Ramsdell  
Chief of Police  
Tacoma Police Department  
3701 S. Pine Street  
Tacoma, WA 98409

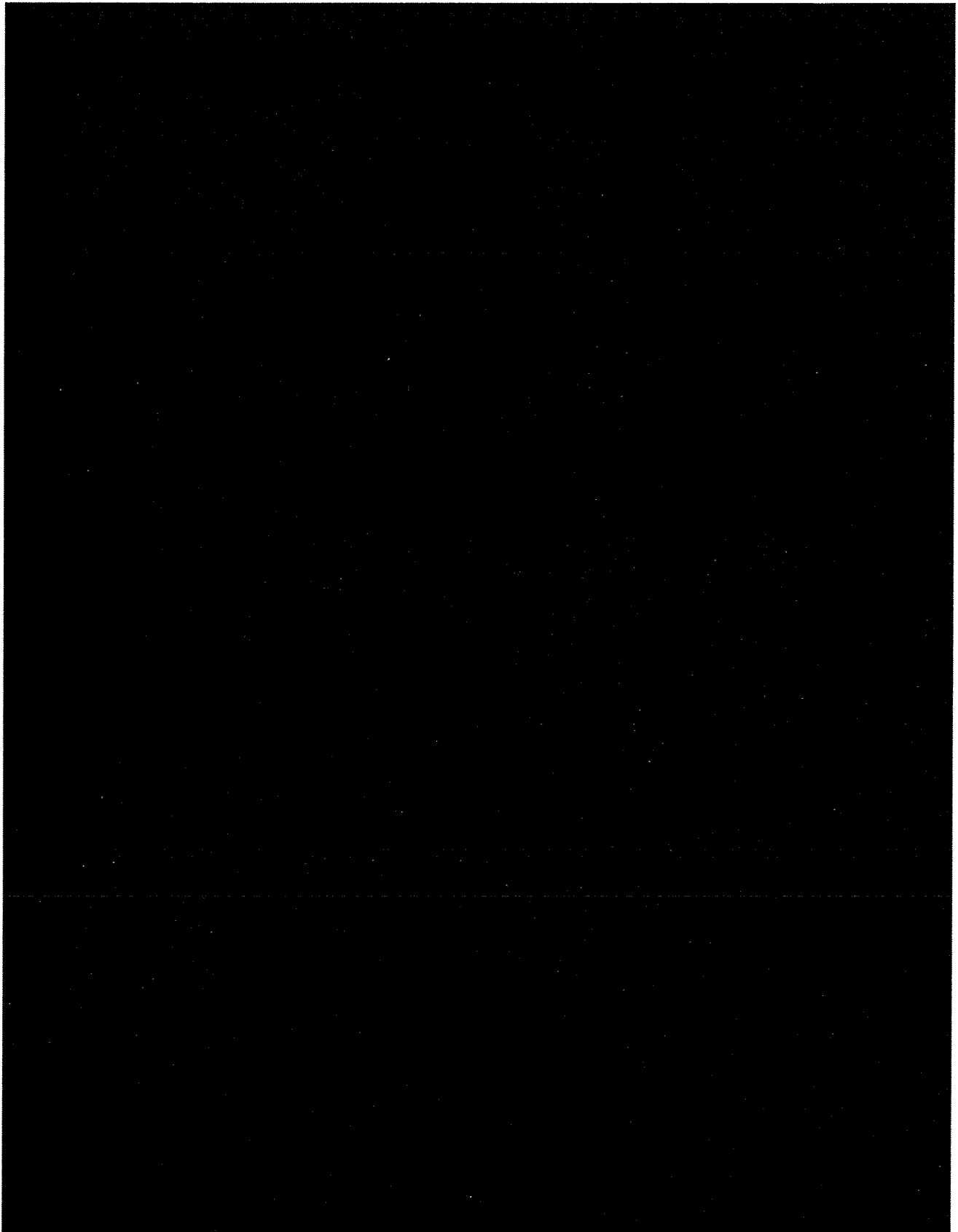
Re: Acquisition of Wireless Collection Equipment/Technology and Non-Disclosure Obligations

*LAW ENFORCEMENT SENSITIVE (LES): The information in this document is the property of the Federal Bureau of Investigation (FBI) and may be distributed within the Federal Government (and its contractors), U.S. intelligence, law enforcement, public safety or protection officials and individuals with a need to know. Distribution beyond these entities without FBI Operational Technology Division authorization is prohibited. Precautions should be taken to ensure this information is stored and/or destroyed in a manner that precludes unauthorized access. Information bearing the LES caveat may not be used in legal proceedings without first receiving authorization from the originating agency. Recipients are prohibited from subsequently posting the information marked LES on a website on an unclassified network.*

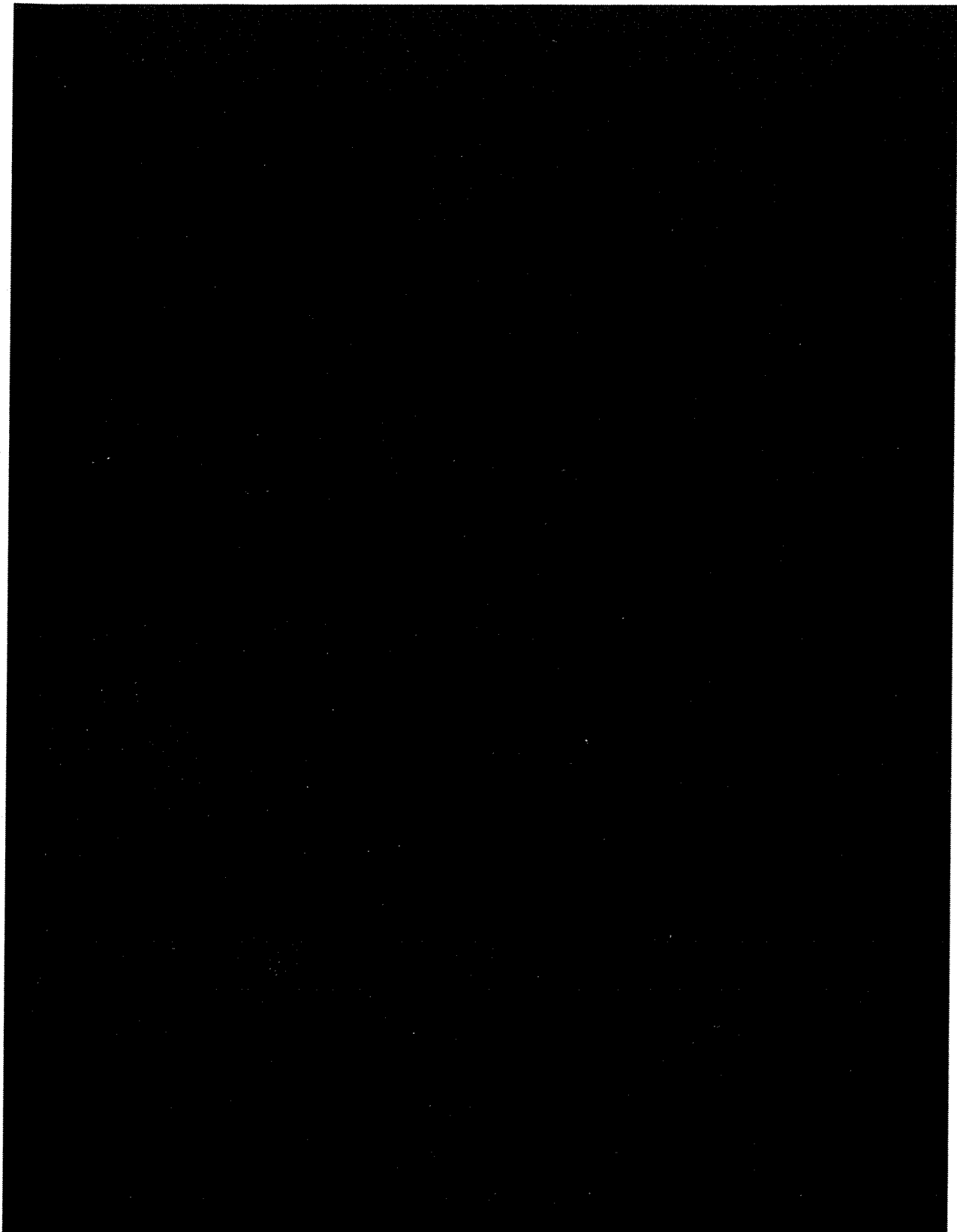
Dear Donald Ramsdell:

We have been advised by Harris Corporation of the Tacoma Police Department's request for acquisition of certain wireless collection equipment/technology manufactured by Harris Corporation. Consistent with the conditions on the equipment authorization granted to Harris Corporation by the Federal Communications Commission (FCC), state and local law enforcement agencies must coordinate with the Federal Bureau of Investigation (FBI) to complete this non-disclosure agreement prior to the acquisition and use of the equipment/technology authorized by the FCC authorization.

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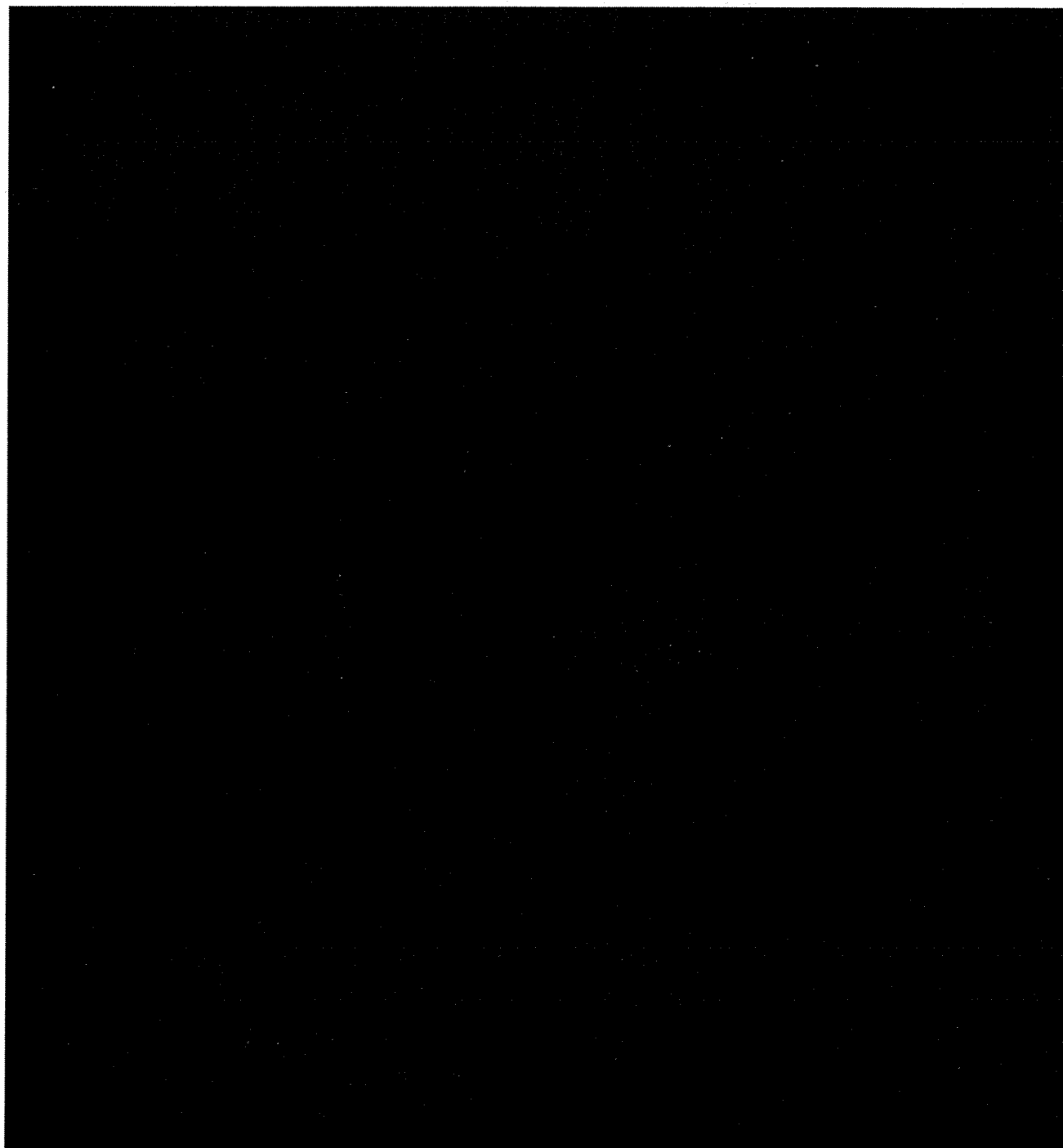






UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE



UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE

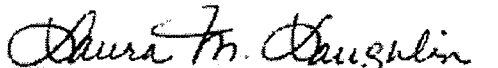


UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE


UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE

The Tacoma Police Department's acceptance of the above conditions shall be evidenced by the signatures below of an authorized representative and wireless collection equipment operators of the Tacoma Police Department.


Sincerely,


  
Laura M. Laughlin  
Special Agent in Charge  
Seattle Division  
Federal Bureau of Investigation

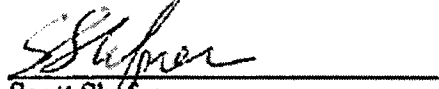
Acknowledged and agreed to this 3<sup>rd</sup> day of January, 2013.

  
Donald Ramsdell  
Chief of Police  
Tacoma Police Department  
Tacoma, WA

 #104  
Christopher Travis  
Sergeant

  
Jeffrey Shipp  
Detective

  
Terry Krause  
Detective

  
Scott Shaffer  
Detective

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE



**Robert H. Walls, Jr.**

Executive Vice President, General Counsel and Secretary

200 East Basse Road  
San Antonio, Texas 78209

o 210.832.3320

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e RobWalls@iHeartMedia.com

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[www.iHeartRadio.com](http://www.iHeartRadio.com)

[#iheartradio](https://twitter.com/iheartradio)

November 24, 2014

Filed By E-Mail to [Eloise.Gore@fcc.gov](mailto:Eloise.Gore@fcc.gov)

Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Room TW-A325  
Washington, D.C. 20554

Attention: Eloise Gore, Associate Bureau Chief  
Enforcement Bureau  
Room 4-C330

**Re: Voluntary Disclosure Regarding October 24, 2014 Broadcast of  
"The Bobby Bones Show"**

Dear Ms. Gore:

iHeartCommunications, Inc. ("iHeart," formerly Clear Channel Communications, Inc.), parent company of Premiere Networks ("Premiere"), distributor of "The Bobby Bones Show," hereby makes this voluntary disclosure pursuant to Sections 0.111(a)(19) and 1.80(b)(8) of the FCC's Rules<sup>1</sup> relating the October 24, 2014 broadcast of "The Bobby Bones Show" (the "Broadcast").

## **I. INTRODUCTION**

On October 24, 2014, at approximately 8:28 a.m., Premiere radio personality Bobby Bones included a report on his syndicated radio program, "The Bobby Bones Show," about Comcast cable systems in the Washington, D.C. area running a monthly EAS test during a critical moment of Game 2 of the 2014 World Series (the "EAS Story"). As part of the EAS Story, the Broadcast included an audio clip that was described to Mr. Bones as "Comcast customers in Washington DC missed Omar Infante's bench clearing home run in the 6th inning due to a test of the Emergency Alert System." In actuality, and unbeknownst to Mr. Bones, the audio was of the EAS codes and Attention Signal from the November 9, 2011 nationwide EAN test (the "EAN Audio"). Given the context in which the EAN Audio was used, it would have

---

<sup>1</sup> 47 C.F.R. §§ 0.111(a)(19) (providing that Enforcement Bureau shall "[e]ncourage cooperative compliance efforts"); 1.80(b)(8) (recognizing that "voluntary disclosure" shall constitute a downward adjustment criteria for Section 503 forfeitures).

been readily apparent to anyone listening to the Broadcast that there was no actual emergency. However, because the EAN Audio included the actual codes from the November 2011 test, certain EAS equipment that did not utilize the “strict time” setting responded as though it was an actual EAN message.

iHeart promptly detected the issue and took immediate actions to prevent the rebroadcast of the EAN Audio, including, *inter alia*: sending e-mails to all affiliates of “The Bobby Bones Show” advising them to take all necessary actions to prevent the broadcast of the EAN Audio; individually contacting affiliates that broadcast “The Bobby Bones Show” on tape delay to make sure they did not broadcast the EAN Audio; manually disrupting the playback of “The Bobby Bones Show” on stations (whether or not owned by iHeart) that had not yet broadcast the EAN Audio; and deleting the EAS Story from all locations where it was digitally stored to ensure that it was not included in any rebroadcast of the show, whether on-air or online. Because of this decisive and comprehensive response, iHeart was able to prevent the EAN Audio from airing on several stations that broadcast the show on time-delay and from being included on replays of the Broadcast on iHeartRadio’s “The Bobby Bones Show” channel, the show’s podcasts, or any “best-of” programming.

## **II. BACKGROUND**

iHeart owns and operates 859 radio stations in more than 150 markets in the United States. In addition, iHeart owns Premiere, the leading distributor of syndicated programming for radio, including popular and diverse programs such as American Top 40 with Ryan Seacrest, CMT Radio Live with Cody Alan, Delilah, The Steve Harvey Morning Show, and The Bobby Bones Show. Although programs distributed by Premiere are available to iHeart stations and non-iHeart stations alike, many iHeart stations broadcast one or more programs distributed by Premiere.

Bobby Bones (legal name Bobby Estell) began hosting “The Bobby Bones Show” in 2003 from KHFI-FM, Austin, Texas—known locally as 96.7 KISS FM. For his work on the program, Bones was named “Austin Radio Personality of the Year” in 2009, 2010 and 2011, and Austin’s Alliance of Women in Media honored Bones with its “Radio Personality of the Year” award seven years in a row. In 2011, “The Bobby Bones Show” joined Premiere’s national lineup, where it was nationally syndicated on contemporary hit radio stations across the country. In February 2013, the program transitioned to a country format, originating from WSIX-FM, Nashville, Tennessee.

As of October 24, 2014, “The Bobby Bones Show” was carried on eighty-two (82) country radio stations nationwide. Sixty-four (64) of those stations simulcast “The Bobby Bones Show” live, from 6 a.m. to 10 a.m. Eastern; six (6) broadcast “The Bobby Bones Show” on a one-hour delay, from 7 a.m. to 11 a.m. Eastern, and the remaining twelve (12) stations broadcast “The Bobby Bones Show” on a two-hour delay, from 8 a.m. to noon Eastern. A complete list of affiliates of “The Bobby Bones Show” is attached hereto as Exhibit A. Premiere transmits a single feed of “The Bobby Bones Show” each day, which stations receive on their individual satellite receivers (the “XDS” receivers). The receivers can either play the program directly to broadcast, as in the case of the sixty-four (64) affiliates that simulcast the live transmission of the show, or they can store the program for later playback (akin to a digital video recorder). Stations

that broadcast “The Bobby Bones Show” on a delayed basis typically have their XDS receivers set for automatic playback at the specified time, without the need for manual intervention.

### **III. IHEART’S COMMITMENT TO THE EAS SYSTEM.**

iHeart believes that broadcasters are uniquely positioned to deliver real-time emergency information to the American public. As the country’s largest radio broadcaster, iHeart takes seriously its commitment to serve the public interest, broadly, and to the Emergency Alert System, in particular. iHeart stations participate at all levels of the Emergency Alert System, and iHeart employees hold leadership positions on numerous emergency communications committees across the country.

iHeart understands and appreciates the FCC’s commitment to preserving the integrity of the EAS codes and Attention Signal and has taken repeated steps to ensure that its stations strictly abide by Section 325(a) of the Communications Act of 1934, as amended, and Sections 11.45 and 73.1217 of the FCC’s rules (the “EAS Rules”).

iHeart’s commitment to the EAS extends well beyond just complying with the basic requirements of Part 11 of the FCC’s rules. In advance of the November 2011 nationwide EAN test, iHeart spent approximately \$100,000 to develop a proprietary system called EAS Watch that monitors the EAS equipment at nearly every iHeart station in the country. EAS equipment manufactured by Sage Alerting Systems and TFT, Inc. reports logs of all EAS alerts received, transmitted, and retransmitted. This information is communicated to a centralized system that is monitored on a 24/7 basis at iHeart’s Cincinnati, Ohio Emergency Operations Center (“EOC”). Employees at the EOC can see when a warning has been received or distributed by the EAS equipment at any iHeart station and verify that iHeart monitoring stations receive alerts properly. During the nationwide EAN test, iHeart used its EAS Watch system to quickly identify and troubleshoot any issues with the receipt or transmission of the national test code by iHeart stations.

When the nationwide EAN test revealed inherent problems with the daisy chain approach used to distribute EAN messages, iHeart voluntarily undertook to utilize its vast communications network to strengthen the distribution of national EAS messages. iHeart approached FEMA about using iHeart’s infrastructure to provide a direct line to approximately 5,000 radio stations across the country by dedicating a specific channel for distribution of national EAS messages on Premiere’s XDS satellite network. After many months of coordination, in May 2013, FEMA announced that Premiere Networks would serve as a Primary Entry Point station, with the potential to reach more than 190 million listeners through a single transmission.<sup>2</sup> Under this system, when a national EAS is activated, FEMA sends a command through its direct link with Premiere to relay the message over the dedicated FEMA channel. If a station has opted-in to receive national EAS messages using this system, the trigger automatically interrupts all outputs from the XDS receiver for transmission of the message. Damon Penn, Assistant Administrator of FEMA’s National Continuity Program, described the collaboration with Premiere as “one of the latest initiatives to engage the private sector’s cooperation in raising community preparedness

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<sup>2</sup> See Press Release, *FEMA and Premiere Networks Work Together to Increase Preparedness* (May 2, 2013), available at <http://1.usa.gov/1uvIyDW>.

across the nation.”<sup>3</sup> iHeart and Premiere dedicate ongoing resources to the testing and upkeep of this system and believe that it makes an important contribution to the reliability of the EAS.

iHeart also is committed to preserving the integrity of the EAS codes and Attention Signal. Over the past year, iHeart has taken repeated steps to reinforce the understanding by iHeart’s production staff of the specific prohibitions created by the EAS Rules and the importance of complying therewith. In February 2014 and June 2014, iHeart distributed an e-mail to all programming employees reminding them that the use of the EAS tones other than in an emergency or authorized test is strictly prohibited. Premiere forwarded the February 2014 message to its key production members with a note that it is “[v]ery important that you share this with anyone who touches our audio product.” See Exhibit B. On February 18, 2014, Premiere discussed during its weekly program managers conference call the importance of not broadcasting the EAS codes or Attention Signal. Additionally, iHeart has updated the FCC compliance training that approximately 4500 iHeart employees in production-related jobs must complete each year to, beginning in January 2015, include specific training about compliance with the EAS Rules.

Given iHeart’s leadership role in the nation’s emergency communications network and its commitment to preserving the integrity of the EAS, the inclusion of the EAN Audio on the Broadcast was unacceptable to iHeart. iHeart has since redoubled its efforts to ensure that every individual who in any way contributes to the programming broadcast on any iHeart station understands that under no circumstances should iHeart use the EAS codes or Attention Signal or a simulation thereof except in the case of an actual emergency or test of the EAS. Among other things, iHeart instituted a mandatory training module on November 5, 2014, specifically addressing compliance with the EAS Rules. As of this writing, more than 2,000 iHeart employees have completed this training (including the staff members affiliated with “The Bobby Bones Show”), and iHeart is working to ensure that all employees in production-related jobs promptly complete this training.

#### **IV. THE INADVERTENT BROADCAST OF THE EAN AUDIO ON THE PROGRAM.**

As noted above, the October 24, 2014 edition of “The Bobby Bones Show” inadvertently included a recording of the EAS codes and Attention Signal from the November 2011 nationwide EAN test. The broadcast of the EAN Audio occurred during a news story about Comcast cable systems in the Washington, D.C. area interrupting a critical moment of Game 2 of the World Series for a monthly EAS test. The timing of the Comcast test generated a large negative response on social media and was chronicled on a number of news websites.<sup>4</sup>

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<sup>3</sup> *Id.*

<sup>4</sup> See, e.g., Kevin Draper, *Comcast Decides World Series is PERFECT Time for Emergency Alert*, Deadspin (Oct. 22, 2014, 10:54 p.m.), <http://deadspin.com/comcast-decides-world-series-is-perfect-time-for-emerge-1649660909> (last visited Nov. 17, 2014); Mark Townsend, *World Series Viewers in DC Miss Game 2 Fireworks Due to Emergency Test*, Yahoo! Sports (Oct. 23, 2014, 1:19 a.m.), <http://sports.yahoo.com/blogs/big-league-stew/world-series-viewers-in-dc-miss-game-2-fireworks-due-to-emergency-test-044644421.html> (last visited Nov. 17, 2014).



As an avid sports fan, Mr. Bones had read and took interest in the fact that viewers in the D.C. area were upset about the timing of the monthly EAS test. On the morning of the Broadcast, the story appeared on one of the prep services utilized by “The Bobby Bones Show.” These prep services provide ideas for news stories and bits along with accompanying audio clips. The story about the unfortunately timed Comcast EAS test appeared on the website of the “Dr. Dave” prep service under the headline “The Bottom Line: Comcast makes big mistake during a[sic] the big game” and appeared as follows:

October 23, 2014

### **The Bottom Line: Comcast makes big mistake during a the big game**

#### **The Full Story:**

Apparently, **Omar Infante** hit a two-run home run in the 6th inning, which was followed by **Salvador Perez** and **Hunter Stickland** shouting at each other and the benches emptying. We say “apparently” because a number of Comcast customers in the DC area were instead shown an emergency alert test during this pivotal World Series moment.

To put it lightly, people were angry. *Here's just one example:*



To see more hilarity, visit Deadspin

Source: Yahoo! Sports, Deadspin

See Exhibit C. The story was accompanied by an audio clip with the following description:

2014 World Series: Game 2

5 - Comcast EAS Test - Comcast customers in Washington DC missed Omar Infante's bench clearing home run in the 6th inning due to a test of the Emergency Alert System. (OUT: [tone fades]) :142014 World Series: Game 2

See Exhibit D.

Based on this description, Mr. Bones believed that the audio clip was a recording of the World Series broadcast being interrupted by Comcast's monthly EAS test. Accordingly, Mr. Bones sent an e-mail to his audio producer, (b) (6), which included the description from the prep service, with the understanding that (b) (6) would add that clip to the "wall" of clips available during the show. *See* Exhibit E. This was the only communication between Mr. Bones and any other member of the show's staff about the segment—the show is intentionally unscripted to maintain spontaneity. Not even (b) (6) knew whether or when Mr. Bones would use the clip during the show.

On a typical morning, Mr. Bones listens to every audio clip before using it on-the-air. The morning of the Broadcast, however, Mr. Bones was broadcasting from a remote studio in Dallas, Texas, that was not equipped for Mr. Bones to preview any of the clips that he had asked (b) (6) to prepare. Accordingly, Mr. Bones had to rely on the description provided by the prep service as the basis for his understanding of the content thereof.

At approximately 8:28 a.m., Mr. Bones began the EAS Story, which went as follows:

(Rejoinder)

Announcer: The Bobby Bones Show.

Bobby Bones: This is too funny. And, I felt sorry for all of our DC listeners that were watching the World Series. So, Comcast does an EAS test. And, it's—in DC—it's right as the bench clearing home run happens in the 8th inning, or maybe the 6th inning. But there was a . . . as it's about to happen, this happens:

(Begin audio clip)

(EAS codes)

(Laughter over) Oh no.

(First EAS Attention Signal)

(Bobby Bones speaking over signal) So this is happening as he's hitting the home run.

(Second EAS Attention Signal)

Bobby Bones: It's outta here! The benches are cleared, you come back to it, and all of a sudden, what just happened?

(Begin replay of audio clip)

(EAS codes)

(Bobby Bones speaking over EAS codes) This just happened! (Laughter) Right in the middle of the World Series!

Alright, we'll come right back.

An audio file of the EAS Story, as included in the Broadcast, is attached hereto as Exhibit F. A transcript of the EAS Story, as included in the Broadcast, is attached hereto as Exhibit G.

Unbeknownst to Mr. Bones or any other employees of the show at the time, the audio clip was not recorded from the real-time Comcast delivery of the World Series game to its D.C. area cable subscribers (including the interrupting EAS test), but rather was a recording of the November 2011 nationwide EAS test, obtained from the Internet by an independent contractor working for the prep service. Accordingly, in transmitting the Broadcast to its affiliates, iHeart inadvertently transmitted or caused the transmission of two instances of the EAS codes and one instance of the EAS Attention Signals.<sup>5</sup>

The final line of defense that Premiere had implemented to prevent against such transmissions failed on the morning of the Broadcast. Executive Producer (b) (6) had received and read the February 15, 2014 e-mail from Premiere Networks about not broadcasting the EAS tones and was familiar with the EAS Rules. (b) (6) receives a real-time feed of the show in her office forty (40) seconds before it is transmitted. If (b) (6) hears any material that she determines is not fit for broadcast, she can utilize a “dump” button that will interrupt the transmission and return the show to real time (effectively deleting forty (40) seconds of programming). Unfortunately, during this segment, (b) (6) was performing additional responsibilities that required her to be in the studio, rather than in her office. (b) (6) does not have an audio feed of the show in the studio. Moreover, because Mr. Bones was broadcasting from a remote location that morning, (b) (6) could not hear what Mr. Bones was saying, and was unaware that he was even discussing the EAS Story. She did not learn that the Broadcast included the EAS Audio until she received an e-mail from (b) (6), Premiere Networks’ Executive Vice President of Entertainment Programming, approximately a half-hour later. (b) (6) has stated under oath that had she been in her office instead of the studio during the EAS Story, she would have dumped the segment upon hearing the EAN Audio, and it never would have been transmitted.

**V. IHEART’S IMMEDIATE RESPONSE PREVENTED THE BROADCAST OF THE EAN AUDIO ON A NUMBER OF ADDITIONAL STATIONS.**

At 8:58 a.m. ET, approximately 30 minutes after “The Bobby Bones Show” broadcast the EAN Audio, (b) (6), iHeart’s Market Manager for the Columbus, Ohio market, sent an e-mail to (b) (6), one of iHeart’s Senior Vice Presidents of Programming, stating:

The Bobby Bones Show just this hour (8am) did a bit about the world series being interrupted by EAS and “this is what it sounded like” and had the tones.

Not only is it wrong.....but being an LP2 station WKKJ triggered other stations in the EAS chain and there wasn’t any EOM tone so their boxes locked in to WKKJ.

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<sup>5</sup> Although the section of the Broadcast containing the EAN Audio aired on seventy-two (72) stations, each retransmission was the result of a single transmission of the Broadcast by iHeart. See *In the Matter of Viacom Inc., NBC Universal Media, LLC, ESPN Inc.*, 29 FCC Rcd. 1351 ¶28 (2014); accord *In the Matter of Turner Broad. Sys.*, 29 FCC Rcd. 752 ¶ 8 (2014) (focusing on the number of transmissions by programmer to MVPDs, rather than the number of simultaneous retransmissions by each individual cable system); *In the Matter of Turner Broad. Sys.*, 28 FCC Rcd. 15455 ¶ 7 (EB 2013) (same).

We have had calls from other stations.

Within minutes, (b) (6)'s message passed from (b) (6) to (b) (6) another Senior Vice President of Programming, to (b) (6), to Premiere's President, (b) (6), and its Senior Vice President of Engineering, (b) (6)

At the same time, users of iHeart's Radio Engineering listserv had begun sending messages about a possible EAN. The first reported receipt of an EAN came from (b) (6), regional VP of engineering for iHeart's Charlotte, North Carolina market, who shared the following message:

Alert Received at 10/24/14 08:21:30 on monitor #1  
Matched Filter REQUIRED EAN  
A Primary Entry Point System has issued an Emergency Action Notification for the United States beginning at 3:03 pm Sun Nov 09 and ending at 3:18 pm Sun Nov 09 (WLNK FM)  
ZCZC-PEP-EAN-011001+0015-3131903-WLNK FM –

By 9:05 a.m. ET, less than ten minutes after the first report of the transmission, (b) (6) had confirmed with Mr. Bones that he had transmitted the EAN Audio (although he was not aware at the time that it was an actual EAN) as part of the EAS Story. At 9:17 a.m. ET, (b) (6) sent an e-mail to iHeart's Executive Vice President of Engineering and Systems Integration, (b) (6), and to (b) (6), President of iHeart's Networks Group (which oversees Premiere), stating: "It appears that this morning, The Bobby Bones show aired a clip from the SF world series earthquake including the EAS tone."<sup>6</sup> (b) (6) immediately contacted (b) (6) the head of iHeart's Emergency Notifications Group, to obtain a report from EAS Watch of any EAS activations. Meanwhile, (b) (6) sent an e-mail to the Radio Engineers list stating: "I believe that this morning, The Bobby Bones Show aired a news audio clip from the SF world series earthquake that included EAS tone. We are investigating now."

At 9:29 a.m. ET, (b) (6) responded to (b) (6)'s e-mail to the Radio Engineers list with the following recommendation: "

(b) (6)

Premiere probably should flush all the xds receivers that are delaying the bobby bones show or this will repeat in the western time zones..

IE Pull the plug????

By that point, the only stations yet to air that portion of the Broadcast were the twelve stations that broadcast the show on a two-hour delay, so iHeart focused its efforts accordingly.

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<sup>6</sup> (b) (6) apparently believed at the time, mistakenly, that the clip was of the 1989 World Series instead of the 2014 World Series.



At 9:31 a.m. ET, (b) (6) sent an e-mail to (b) (6) Director of Affiliate Relations for Premiere, with the following text:

WE NEED TO ALERT ALL BOBBY BONES AFFILIATES WHO ARE NOT LIVE (ANYONE IN ANY OTHER TIME ZONE DELAYED) THAT THEY HAVE TO MANUALLY COVER AN EAS TONE THAT AIRED IN BOBBY'S SHOW

I'M GOING TO START E-MAILING PEOPLE BUT NEED YOU ON THIS ASAP!!

(b) (6) next e-mailed (b) (6) "WE NEED TO TELL ALL THE STATIONS IN TAPE DELAY TO COVER IT – NEED A BOARD OPP IN THERE ASAP TO COVER IT!!" Then (b) (6) e-mailed the prep service to make sure that it removed the audio file so it would not be used by any other stations. Within sixteen minutes, the prep service confirmed that the clip had been removed.

By 9:52 a.m. ET, numerous iHeart employees were focused on preventing the further broadcast of the EAN Audio. (b) (6), having reviewed the EAS Watch reports, stated in an e-mail that "this alert propagated to a large number of stations," adding "[w]e need to make sure this doesn't play again for any reason." (b) (6) responded at 9:54 a.m. ET that: "I have alerted the engineering chain of the air time so anyone in delay can drop it out, (b) (6) in affiliate relations is also messaging all time delayed affiliates via programming management." Shortly after 10:00 a.m. ET, (b) (6) Senior Vice President of Affiliate Relations for Premiere, sent an e-mail with the Subject "BOBBY BONES URGENT NOTICE and the following message:

URGENT: Attention Bobby Bones Affiliates:

Please be advised that at approximately 8:29AM Eastern Time an EAS tone was played in error. For those stations taking the show on delay it is imperative that you edit that audio and eliminate the tone. We are investigating how this occurred and will communicate upon further information. Thank you.

Similar messages followed to various distribution lists. Meanwhile, iHeart's senior engineering team began to focus on how to remove the program from affiliates' XDS receivers. Mr. (b) (6) wrote at 9:59 a.m. ET "can we flush the XDS rcvrs? In my opinion, we need to move to a 'best of' show. I don't want to take a chance of this running anywhere else." Ms. (b) (6) responded that she was calling the NOC. Several minutes later, (b) (6) confirmed that she was talking to (b) (6) and "they are going to start blowing out the individual receivers and I will message the engineering thread that anyone in delay on bobby bones needs to get ready to go local."

At 10:09 a.m. ET—less than twenty minutes before the EAS Story was scheduled to air—(b) (6) informed the Radio Engineers list that Premiere had sent a message to all tape delayed affiliates and was working "to purge the XDS receivers in all of those markets to make

sure it does not air.” iHeart continued a two-front effort, reaching out to stations broadcasting the show on a two-hour delay directly to encourage them to prepare to delete or cover the segment locally while, at the same time, trying to interrupt the playback of the Broadcast on XDS receivers. However, as (b) (6) explained to one affiliate, “there is no ‘global’ way to blow it out – its like a TiVo – once you’ve got it recorded in your local XDS receiver, we aren’t ‘in control’ – we have to dial into your receiver and remove it, one by one.”

iHeart’s efforts to prevent the further broadcast of the EAN Audio largely were successful. As a result of these efforts, ten (10) stations in six (6) markets that broadcast “The Bobby Bones Show” on a time delay either switched to “best-of” programming or covered up the EAN Audio. An eleventh station attempted to manually dump the sounds, but was too late, allowing the broadcast of the first instance of the EAS codes, but not the Attention Signals or the second instance of the EAS codes.

Attached hereto as Exhibit H is a collection of correspondence relating to iHeart’s efforts to prevent the time-delayed broadcast of the EAN Audio.

Attached hereto as Exhibit I is a list of which affiliates of “The Bobby Bones Show” broadcast the EAN Audio.

Attached hereto as Exhibit J is a report from iHeart’s EAS Watch system of EAN messages from October 24, 2014.

Attached hereto as Exhibit K is a collection of correspondence between (b) (6) and Bobby Bones about the broadcast of the EAN Audio.

Attached hereto as Exhibit L is a collection of correspondence from iHeart’s Radio Engineers listserv about the Broadcast and how EAS equipment responded to the EAN Audio.

## **VI. OTHER ISSUES RELATING TO THE BROADCAST.**

Affiliates of “The Bobby Bones Show” generally fall into one of three categories with regard to their participation in the EAS: (1) LP1, LP2, or LP3 stations that are monitored by other participants for EAS messages; (2) participating national stations that, nevertheless, are monitored by other participants for EAS messages; and (3) participating national stations that are not monitored by other participants for EAS messages. Attached hereto as Exhibit M is a chart indicating the role of each station in its respective state or regional EAS plan.

EAS equipment that utilized a “strict time” setting would have rejected the Broadcast’s inadvertent EAN transmission because the date contained in the EAS codes, November 9, was several weeks in the future. However, many stations have the strict time setting turned off to ensure that all alerts are promptly passed through even if the dates are inconsistent. As a result, many stations appear to have relayed the message as though it was an actual EAN message. According to a report from iHeart’s EAS Watch system, fifty-nine (59) iHeart stations received an EAN message on October 24, 2014, twenty-one (21) of which relayed the EAN message. iHeart also is aware of at least twenty-nine (29) non Bobby Bones affiliates that relayed the message in addition to certain local systems for AT&T Uverse, Time Warner Cable, and DISH

Networks. iHeart is not aware of any emergency response by federal, state, and/or local law enforcement or other public health and safety authorities as a result of the Broadcast, although representatives from FEMA, the FCC, and the White House apparently coordinated to identify the origin of the message.

iHeart communicated by telephone with representatives from both FEMA and the FCC the afternoon of the Broadcast to advise them about the steps that iHeart had taken to prevent any repeat broadcasts. The following week, iHeart's attorneys had a voluntary meeting with staff from the FCC's Public Safety and Homeland Security Bureau and Enforcement Bureau to share the current details of iHeart's investigation into the incidents surrounding the Broadcast. iHeart's attorneys have been in regular contact with the FCC staff and committed to complete their investigation and submit this voluntary disclosure, signed under penalty of perjury, within 30 days of their initial meeting.

The week after the Broadcast, iHeart learned that certain EAS equipment manufactured by Digital Alert Systems ("DAS"), a subsidiary of Monroe Electronics ("Monroe"), may have stored the EAN message, to be relayed on November 9, 2014. Upon learning of this potential issue, iHeart voluntarily undertook the following actions: (1) checked all of the EAS equipment at its stations to confirm that they did not have any stored messages;<sup>7</sup> (2) began compiling a list of which affiliates of "The Bobby Bones Show" were LP1, LP2, and LP3 stations and what stations may have monitored these stations; and (3) contacted staff in the FCC's Public Safety and Homeland Security Bureau and Enforcement Bureau to determine what additional actions iHeart could take to prevent the relay of a stored EAN by non-iHeart stations. iHeart coordinated directly with Monroe to help target the proper EAS participants to ensure that they deleted any messages stored in their queues. As a result of these efforts, iHeart is not aware of any instances of EAS participants relaying the EAN message on November 9, 2014.<sup>8</sup>

Although no iHeart employees have been criminally or civilly charged in relation to the Broadcast, iHeart takes this incident extremely seriously. The day of the Broadcast, Premiere directed the Dr. Dave prep service to terminate its relationship with the independent contractor that was responsible for distributing the EAN Audio, and the prep service immediately complied. Premiere is working with the prep service to reevaluate its editorial standards and controls. Additionally, on November 5, 2014, iHeart instituted a mandatory training module about compliance with the EAS Rules. All employees had two weeks to complete this training module. This is in addition to iHeart's mandatory annual FCC compliance training, which, as of January 2015, will include a section about the EAS Rules.

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<sup>7</sup> Although iHeart does not use DAS equipment, a few stations that iHeart has acquired use DAS equipment purchased under a prior owner.

<sup>8</sup> See E-mail from (b) (6), Monroe Electronics, to Ari Meltzer, counsel for iHeart, and (b) (6), FCC Homeland Security and Public Safety Bureau (Nov. 10, 2014, 3:30 p m.) ("We appreciate the lists provided by Wiley Rein and iHeart, which helped focus an additional last minute round of outreach to state broadcast associations, SECCs and EAS Participants in the likely affected areas.").

## **VII. CONCLUSION.**

iHeart is committed to serving as a leader in the private-sector implementation of the Emergency Alert System and deeply regrets that this incident occurred. iHeart remains dedicated to working with the FCC and FEMA to improve the effectiveness and reliability of the EAS and to utilize the unmatched power of broadcasting to warn, educate, and/or reassure the public, as the case may be, in the event of an emergency.



**SIGNATURE PAGE TO VOLUNTARY STATEMENT OF  
iHEARTCOMMUNICATIONS, INC.**

I, Robert H. Walls, Jr., am the Executive Vice President, General Counsel and Secretary of iHeartCommunications, Inc.

Based on my personal knowledge and the attached declarations and documents, I declare under penalty of perjury that the statements in the foregoing voluntary disclosure are true, correct, and complete to the best of my knowledge and belief and are made in good faith.

Date: November 24, 2014



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Robert H. Walls, Jr.  
Executive Vice President, General Counsel  
and Secretary  
iHeartCommunications, Inc.

## **DECLARATION OF BOBBY BONES (BOBBY ESTELL)**

1. My name is Bobby Bones (legal name Bobby Estell). I am the Host of "The Bobby Bones Show," a nationally syndicated radio program distributed by Premiere Networks. I am making this Declaration in support of the voluntary disclosure by iHeartCommunications, Inc. ("iHeart") regarding the October 24, 2014 broadcast of "The Bobby Bones Show" (the "Broadcast"). I base this Declaration on my personal knowledge and on information available to me in my position at iHeart.

2. Prior to the Broadcast, I became aware of a story concerning Comcast cable systems in the Washington, D.C. area interrupting a critical moment of Game 2 of the World Series with a monthly test of the Emergency Alert System. As an avid sports fan, I took interest in this story and the reaction from viewers in the D.C. area, which is one of the markets where "The Bobby Bones Show" is broadcast.

3. In preparing for my show each day, I review the websites for several news organizations. I also review the content that is available to me from a number of show prep services. These show prep services provide ideas for news stories and bits along with accompanying audio clips.

4. The morning of the Broadcast, I noticed that one of the prep services, Dr. Dave, had a story about the poorly timed EAS test under the headline "The Bottom Line: Comcast makes big mistake during a[sic] the big game." The story was accompanied by an audio clip with the following description:

2014 World Series: Game 2

5 - Comcast EAS Test - Comcast customers in Washington DC missed Omar Infante's bench clearing home run in the 6th inning due to a test of the Emergency Alert System. (OUT: [tone fades]) :142014 World Series: Game 2

5. Based on this description, I believed that the audio clip was a recording of the World Series broadcast being interrupted by a monthly EAS test. Accordingly, I sent an e-mail to my audio producer, (b) (6) which included the description from the

prep service, with the understanding that (b) (6) would add that clip to the “wall” of clips available during the show.

6. This was the only communication between me and any other member of the show’s staff about the segment. I try to keep the show as unscripted as possible to maintain spontaneity. Not even (b) (6) knew whether or when I would use the clip during the show.


7. Due to unique circumstances the morning of the Broadcast, I was not able to review the audio accompanying the EAS story before it aired. On a typical morning, I listen to every audio clip on the wall either before the show or in a break before that segment. The morning of the Broadcast, however, I was working from a remote studio in Dallas, Texas, that was not equipped with the monitors or controls that I have in my studio and that are available at many other remote locations. Accordingly, I was completely dependent on my producers in Nashville.

8. I did not become aware that the audio clip contained the EAS codes or Attention Signal until we were live on the air. At that point, I assumed that because we were using the audio as part of a news story, it would not have created any confusion or caused any listeners to believe that there was an actual emergency. I did not know until after the show had concluded that the audio was embedded with an actual EAS message or that it was relayed by any EAS equipment.

9. On November 5, 2014, I completed a mandatory EAS training module provided by iHeart.

I, Bobby Estell, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Signed in Nashville, TN, on November 24, 2014.

  
Bobby Estell

## DECLARATION OF (b) (6)

1. My name is (b) (6). I am the Executive Producer of “The Bobby Bones Show,” a nationally syndicated radio program distributed by Premiere Networks (“Premiere”). I am making this Declaration in support of the voluntary disclosure by iHeartCommunications, Inc. (“iHeart”) regarding the October 24, 2014 broadcast of “The Bobby Bones Show” (the “Broadcast”). I base this Declaration on my personal knowledge and on information available to me in my position at iHeart.

2. On February 15, 2014, I received an e-mail from (b) (6), Premiere’s Executive Vice President of Entertainment Programming, forwarding an announcement from iHeart’s Programming Operations Center about compliance with the EAS rules with the message “Very important that you share this with anyone who touches our audio product!!!” Through this e-mail and other communications from iHeart and Premiere, I was aware of the prohibition on the transmission of the EAS codes or Attention Signal or a simulation thereof outside of an actual emergency.

3. One of my responsibilities as Executive Producer is to monitor the show and make sure that we do not transmit any inappropriate material. In my office, I receive a real-time feed of the show forty (40) seconds before it is transmitted. If I hear any material that is not fit for broadcast, I can utilize a “dump” button that will interrupt the transmission and return the show to real time (effectively deleting forty (40) seconds of programming).

4. Unfortunately, during the segment about the EAS test, I was in the studio preparing for the next break, where I did not have an audio feed of the show. Moreover, because Mr. Bones was broadcasting from a remote location that morning, I was not able to hear what he was saying, and I was not aware that he was even discussing the EAS story. I did not learn that the Broadcast included the EAS codes and Attention Signal until I received an e-mail from (b) (6) approximately 30 minutes later.

5. Had I been in my office, I would have dumped the segment upon hearing the EAS codes and Attention Signal, and they never would have been transmitted.

6. As soon as I learned that the Broadcast included the EAS codes and Attention Signal, I went into our digital storage system, NexGen, and deleted the story. This prevented the rebroadcast of the EAS story on radio or the iHeartMedia digital service.

I, (b) (6) declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Signed in \_\_\_\_\_, on November \_\_\_\_, 2014.

\_\_\_\_\_  
(b) (6)





## Request Details

Tracking Number : FCC-2017-000657	Submitted Date : 05/22/2017
Requester : Cecilia Kang	Perfected Date : 05/23/2017
Organization : New York Times	Last Assigned Date : 05/24/2017
Requester Has Account : Yes	Fee Limit : \$25.00
Email Address : cecilia.kang@nytimes.com	Request Track : Expedited
Phone Number : (b) (6)	Due Date : 06/21/2017
Fax Number : N/A	Assigned To : (b) (6) (Media Bureau)
Address : 1627 I Street NW, Suite 700	Last Assigned By : (b) (6) (Media Bureau)
City : Washington	
State/Province : DC	
Zip Code/Postal Code : 20006	

[Submission Details](#) [Case File](#) [Admin Cost](#) [Assigned Tasks](#) [Comments \(3\)](#) [Review](#)

## Request Handling

Requester Info Available to the Public : No	Request Perfected : Yes
Request Track : Expedited	Perfected Date : 05/23/2017
Fee Category : Media/Educational	Acknowledgement Sent Date:
Fee Waiver Requested: Yes	Unusual Circumstances ? : No
Fee Waiver Status: Not Billable	Litigation : No
Expedited Processing Requested : Yes	
Expedited Processing Status : Grant	

## Request Description

Short Description : Internal docs, briefing memos between Sinclair and NAB with MB

Under the Freedom of Information Act, 5 U.S.C subsection 552, I am requesting access to internal documents, briefing memos, emails and other communications between officials at the company Sinclair and the trade group National Association of Broadcasters with former F.C.C. Media Bureau Chief Bill Lake and F.C.C. Media Staffer Barbara Kreisman from January 1, 2014 to the present.

Description Available to the Public : No	Has Description Been Modified? Yes	380/2000
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Under the Freedom of Information Act, 5 U.S.C subsection 552, I am requesting access to internal documents, briefing memos, emails and other communications between officials at the company Sinclair and the trade group National Association of Broadcasters with former F.C.C. Media Bureau Chief Bill Lake and F.C.C. Media Staffer Barbara Kreisman from January 1, 2014 to the present

## Additional Information

Key Words or Phrases : ^Sinclair, NAB, Lake

## Attached Supporting Files





Federal Communications Commission  
Washington, D.C. 20554

June 1, 2017

In Reply Refer to:  
FOIA 2017-657

*Via e-mail: cecilia.kang@nytimes.com*

Ms. Cecilia Kang  
1627 I Street, NW  
Suite 700  
Washington, D.C. 20006

Dear Ms. Kang:

This letter is in response to your Freedom of Information Act (FOIA) request for records related to communications between officials of Sinclair Broadcast Group (Sinclair) and Mr. William Lake, former Chief of the Commission's Media Bureau, and/or Ms. Barbara Kreisman, Chief of the Video Division.<sup>1</sup> For the reasons provided below, your request is granted in part and denied in part.<sup>2</sup>

Commission staff has searched agency files and located approximately 220 records responsive to your request. These materials consist of 15 draft versions of a consent decree entered into by the Media Bureau and Sinclair, 20 drafts of Commission documents, four internal memoranda, approximately 155 e-mail threads among agency personnel and 25 e-mail communications between agency staff and parties outside of the agency. Of these, the Media Bureau is producing all of the e-mail communications with third parties as well as four internal e-mail communications, which are enclosed.<sup>3</sup> The Bureau is withholding from release the memoranda, the draft documents and the remaining e-mails pursuant to Exemption 5 of the FOIA, as discussed below.

Exemption 5 of the FOIA permits the Commission to withhold from disclosure documents or portions of documents containing inter-agency or intra-agency memoranda or letters, created no more than 25 years before date of the request, which would not be available to

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<sup>1</sup> Your request was received by on May 23, 2017. In an e-mail from this office, dated May 24, 2017, the scope of your request was clarified to include all internal records, including briefing memos, e-mails and/or other communications, related to any meetings or other contacts between William Lake and/or Barbara Kreisman and officials of Sinclair, for a period of one year (May 23, 2016-May 23, 2017) and all records of external communications between William Lake and/or Barbara Kreisman and Sinclair officials for the same time period.

<sup>2</sup> You have requested expedited processing of your request. Because this response has been issued within 10 days of receipt, your request is considered granted.

<sup>3</sup> A limited portion of one e-mail, which contains proprietary teleconference bridge information, has been redacted pursuant to Exemption 4 of the FOIA. This exemption permits the Commission to withhold from disclosure any documents, or portions of documents, containing either trade secrets or commercial or financial information that is obtained from a person, and privileged or confidential. *See* 5 U.S.C. §552 (b)(4), 47 C.F.R. §0.457(d).

a private party in litigation with the Commission.<sup>4</sup> Federal courts have interpreted this exemption as incorporating certain common law discovery privileges, including the deliberative process privilege.<sup>5</sup> Under this privilege, pre-decisional materials that reflect the consultative and decision-making process by which agency decisions are reached may be withheld in order to encourage and protect the free flow of information and candid discussion within an agency. Deliberative materials protected by this privilege include e-mail communications exchanged among agency personnel, draft agency documents and consent decree or settlement negotiations between Commission staff and an outside party conducted over e-mail.<sup>6</sup>

The Media Bureau has determined that the memoranda, the drafts of the consent decree as well as the other draft documents, and approximately 150 e-mail threads, are deliberative materials entitled to protection from release under Exemption 5. These records contain agency staff analysis and discussion of Sinclair's compliance with Commission rules in the context of negotiation of broadcast agreements. The Media Bureau has determined that it is reasonably foreseeable that release of these records could hinder open communication and consultation within the agency as well as with parties engaged in matters before the Commission. To the extent that there is non-deliberative material within the records, it is commingled with the deliberative material such that segregation of records is not possible. Finally, the Bureau has reviewed the documents for discretionary release and finds that no such release is warranted.

You have been classified as a representative of the news media for the purpose of assessing fees under the FOIA. Accordingly, you are required to pay for the cost of duplication of records in excess of 100 pages.<sup>7</sup> Because your request did not require duplication of records, no fee has been assessed.

If you consider this to be a denial of your FOIA request, you may seek review by filing an application for review with the Office of General Counsel. An application for review must be *received* by the Commission within 90 calendar days of the date of this letter.<sup>8</sup> You may file an application for review by mailing the application to Federal Communications Commission,

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<sup>4</sup> See 5 U.S.C. §552(b)(5); 47 C.F.R. §0.457(e).

<sup>5</sup> See e.g., *NLRB v. Sears, Roebuck & Co.*, 421 U.S. 132, 149 (1975); *Burka v. HHS*, 87 F. 3d 508, 516 (D.C. Cir. 1996); *Association for Maximum Service Television*, 25 FCC Rcd. 11098, 11100 (2010).

<sup>6</sup> See *Maximum Service Television*, 25 FCC Rcd. 11098, 11000-11102 (2010) (e-mails between Commission staff concerning a peer review report, which were exchanged before the release of the report, are "models of the 'give and take' of the deliberative process privilege"); see *Finkelstein Thompson LLP and Rosemary Rivas*, 24 FCC Rcd. 12295, 12297 (2009) (e-mails that contained staff analysis and preliminary drafts encompassed deliberations that led to reconsideration of a Commission rule as well as ongoing deliberations regarding other possible Commission actions and, therefore, fell "squarely within the scope of Exemption 5"); see *Comptel*, 27 FCC Rcd 7705, 7712 (2012) (Commission found that e-mails exchanged between the Enforcement Bureau and AT&T concerning a consent decree fell under Exemption 5) and see *Wireless Consumer Alliance*, 20 FCC Rcd 3874, at 3888 n.55 (noting that drafts arising from settlement negotiations between Samsung and EB may be withheld under Exemption 5).

<sup>7</sup> See 47 C.F.R. §0.470(a)(2).

<sup>8</sup> 47 C.F.R. §§ 0.461(j), 1.115; 47 C.F.R. § 1.7 (documents are considered filed with the Commission upon their receipt at the location designated by the Commission).

Office of General Counsel, 445 12<sup>th</sup> St SW, Washington, DC 20554, or you may file your application for review electronically by e-mailing it to [FOIA-Appeal@fcc.gov](mailto:FOIA-Appeal@fcc.gov). Please caption the envelope (or subject line, if via e-mail) and the application itself as "Review of Freedom of Information Action."

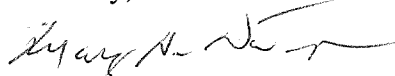
If you would like to discuss this response before filing an application for review to attempt to resolve your dispute without going through the appeals process, you may contact the Commission's FOIA Public Liaison for assistance at:

Federal Communications Commission  
Office of the Managing Director  
Performance Evaluation and Records Management  
Attn: FOIA Public Liaison  
445 12<sup>th</sup> St SW, Washington, DC 20554  
[FOIA-Public-Liaison@fcc.gov](mailto:FOIA-Public-Liaison@fcc.gov)

Finally, if you are not able to resolve your FOIA dispute through the Commission's FOIA Public Liaison, the Office of Government Information Services (OGIS), the Federal FOIA Ombudsman's office, offers mediation services to help resolve disputes between FOIA requesters and Federal agencies. The contact information for OGIS is:

Office of Government Information Services  
National Archives and Records Administration  
8601 Adelphi Road-OGIS  
College Park, MD 20740-6001  
202-741-5770  
877-684-6448  
[ogis@nara.gov](mailto:ogis@nara.gov)  
[ogis.archives.gov](http://ogis.archives.gov)

Sincerely,



Michael S. Perko  
Chief, Office of Communications and  
Industry Information  
Media Bureau

Enclosures

Attachments Available to the No  
Public :

Attached File	Type	Size (MB)	Remove
<a href="#">HANDLING EXPEDITED PROCESSING REQUESTS docx</a>	Microsoft Word	0.01	

## Barbara Kreisman

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**From:** Rebecca Hanson <rjhanson@sbgstv.com>  
**Sent:** Monday, May 08, 2017 9:39 AM  
**To:** Michelle Carey; Barbara Kreisman  
**Subject:** Press Release  
**Attachments:** SBG Trib Final.pdf

Good morning, Michelle and Barbara.

Attached is an announcement we made this morning about our proposal to acquire Tribune. There is an investor call at 11:00 (details in the release), which is also open to the press, if anyone from your staff would like to join. This call will be focused on the financials of the deal, so may not be on point for your staff. I just wanted you to be aware and feel welcome to listen in. We look forward to working with you on this transaction and will be in touch closer to our filing, which will likely be in a couple of weeks.

Rebecca

**Rebecca Hanson**  
Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group  
703-236-9236 (office)  
202-256-2116 (cell)

## Barbara Kreisman

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**From:** Barbara Kreisman  
**Sent:** Monday, April 17, 2017 10:23 AM  
**To:** 'Rebecca Hanson'  
**Subject:** RE: Lunch?

David is not going to the NAB, and I am leaving Tuesday right after the Chairman speaks.

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**From:** Rebecca Hanson [mailto:rjhanson@sbgstv.com]  
**Sent:** Monday, April 17, 2017 10:22 AM  
**To:** Barbara Kreisman <Barbara.Kreisman@fcc.gov>; David Brown <David.Brown@fcc.gov>  
**Subject:** Lunch?

Hi Barbara and David. Any chance we could all get together for lunch after the NAB show? It is long overdue (my fault), and what better way to kick off the lovely spring weather?

Rebecca

**Rebecca Hanson**  
Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group  
703-236-9236 (office)  
202-256-2116 (cell)

## Barbara Kreisman

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**From:** Rebecca Hanson <rjhanson@sbgvtv.com>  
**Sent:** Thursday, November 03, 2016 10:56 AM  
**To:** Barbara Kreisman  
**Cc:** David Brown  
**Subject:** RE: question about SSA filing requirement

Thanks! I am headed out for a meeting, but, David, can we chat tomorrow morning? Is there a convenient time for me to call you?

**Rebecca Hanson**  
Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group  
703-236-9236 (office)  
202-256-2116 (cell)

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**From:** Barbara Kreisman [mailto:Barbara.Kreisman@fcc.gov]  
**Sent:** Thursday, November 03, 2016 10:54 AM  
**To:** Rebecca Hanson <rjhanson@sbgvtv.com>  
**Cc:** David Brown <David.Brown@fcc.gov>  
**Subject:** RE: question about SSA filing requirement

David, please give Rebecca a call.

---

**From:** Rebecca Hanson [mailto:rjhanson@sbgvtv.com]  
**Sent:** Thursday, November 03, 2016 10:41 AM  
**To:** Barbara Kreisman <Barbara.Kreisman@fcc.gov>  
**Subject:** question about SSA filing requirement

Hey Barbara. I have a question about some language in the Quadrennial review about SSAs. Would you be the right one to ask? If not, would it be Dave Brown?

**Rebecca Hanson**  
Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group  
703-236-9236 (office)  
202-256-2116 (cell)

## Barbara Kreisman

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**From:** Barbara Kreisman  
**Sent:** Monday, August 29, 2016 11:30 AM  
**To:** Rebecca Hanson; David Brown  
**Cc:** Louis H. Libin  
**Subject:** RE: some license corrections

Why don't you just give us a list first—and then we can meet if we have issues.

---

**From:** Rebecca Hanson [mailto:rjhanson@sbgvtv.com]  
**Sent:** Monday, August 29, 2016 11:28 AM  
**To:** Barbara Kreisman <Barbara.Kreisman@fcc.gov>; David Brown <David.Brown@fcc.gov>  
**Cc:** Louis H. Libin <lhlibin@sbgvtv.com>  
**Subject:** some license corrections

Good morning, Barbara and Dave!

I don't know if you know my colleague, Louis Libin, but you should. Not only did the FCC name him frequency coordinator for last month's political conventions, but he also has caught a number of detailed corrections on many of our licenses. We would like to come in next month, maybe September 14<sup>th</sup>, to walk you through them. Would you be available to meet then?

Rebecca

**Rebecca Hanson**  
Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group  
703-236-9236 (office)  
202-256-2116 (cell)



## Sima Chowdhury

---

**From:** Martha Heller  
**Sent:** Monday, September 12, 2016 4:55 PM  
**To:** William Lake;Michelle Carey  
**Subject:** FW: Sinclair FCC Settlement  
**Attachments:** FCC Form 159 SBGI REVISED.pdf

FYI

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**From:** Jill Hecklinger [mailto:JHecklinger@sbgvtv.com]  
**Sent:** Monday, September 12, 2016 4:48 PM  
**To:** Martha Heller <Martha.Heller@fcc.gov>; Lyle Elder <Lyle.Elder@fcc.gov>  
**Cc:** Rebecca Hanson <rjhanson@sbgvtv.com>; Laurie Bell <Imbell@sbgvtv.com>; Lucy Rutishauser <LRutisha@sbgvtv.com>  
**Subject:** Sinclair FCC Settlement

The wire from Sinclair for the FCC Settlement amount of \$9,495,000 was just released. Below is the Fed Reference number and attached is the completed Form 159 which was emailed to [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov). Please let us know if there are any issues.

**Fed/SWIFT Confirmation Number:**  
091211B7032R015325

Jill P. Hecklinger  
Director of Treasury  
Sinclair Broadcast Group, Inc.  
10706 Beaver Dam Road  
Hunt Valley, Maryland 21030  
Email: [jhecklinger@sbgvtv.com](mailto:jhecklinger@sbgvtv.com)  
Phone: 410-568-1571

## Sima Chowdhury

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**From:** William Lake  
**Sent:** Monday, September 12, 2016 12:26 PM  
**To:** Rebecca Hanson  
**Subject:** RE: Call with Sinclair Compliance Officer / Bill Lake

Rebecca,

Lyle will call in for this, so we have a bridge. Please call to:

(b) (4)

-----Original Appointment-----

**From:** Rebecca Hanson [mailto:rjhanson@sbgvtv.com]

**Sent:** Thursday, September 08, 2016 4:10 PM

**To:** Rebecca Hanson; David Bochenek; William Lake

**Subject:** Call with Sinclair Compliance Officer / Bill Lake

**When:** Monday, September 12, 2016 2:00 PM-2:30 PM (UTC-05:00) Eastern Time (US & Canada).

**Where:** We will call Bill's office

## **Sima Chowdhury**

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**From:** William Lake  
**Sent:** Monday, September 12, 2016 11:40 AM  
**To:** Lyle Elder; Martha Heller  
**Cc:** Carolyn Davis  
**Subject:** RE: FW: Call with Sinclair Compliance Officer / Bill Lake

Dialing in is fine.

Carolyn, please get a call-in bridge, and I'll let Rebecca know to use that.

Thanks, B

-----Original Appointment-----

**From:** Lyle Elder  
**Sent:** Monday, September 12, 2016 11:37 AM  
**To:** William Lake; Martha Heller  
**Subject:** Accepted: FW: Call with Sinclair Compliance Officer / Bill Lake  
**When:** Monday, September 12, 2016 2:00 PM-2:30 PM (UTC-05:00) Eastern Time (US & Canada).  
**Where:** We will call Bill's office

I can dial in, or if you would prefer that I be onsite I can be there by 2. Just let me know.

## **Sima Chowdhury**

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**From:** William Lake  
**Sent:** Friday, July 29, 2016 2:40 PM  
**To:** Martha Heller;Michelle Carey;Lyle Elder;Nancy Murphy  
**Subject:** FW: Sinclair Settles Outstanding Matters at the FCC  
**Attachments:** Consent Decree Press Release.pdf

fyi

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**From:** Rebecca Hanson [mailto:rjhanson@sbgstv.com]  
**Sent:** Friday, July 29, 2016 2:31 PM  
**To:** William Lake <William.Lake@fcc.gov>  
**Subject:** Sinclair Settles Outstanding Matters at the FCC

**Rebecca Hanson**  
Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group  
703-236-9236 (office)  
202-256-2116 (cell)

## Sima Chowdhury

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**From:** Lyle Elder  
**Sent:** Friday, July 29, 2016 9:50 AM  
**To:** Reed, Eve  
**Cc:** Martha Heller; David Brown; Wiley, Richard; Rebecca Hanson <rjhanson@sbgvtv.com> (rjhanson@sbgvtv.com); William Lake  
**Subject:** RE: Sinclair Signature on Consent Decree  
**Attachments:** Signed Sinclair CD.pdf

Eve,

Attached is the signed CD.

Sincerely,

Lyle

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**From:** Reed, Eve [mailto:ereed@wileyrein.com]  
**Sent:** Thursday, July 28, 2016 5:56 PM  
**To:** William Lake <William.Lake@fcc.gov>  
**Cc:** Martha Heller <Martha.Heller@fcc.gov>; Lyle Elder <Lyle.Elder@fcc.gov>; David Brown <David.Brown@fcc.gov>; Wiley, Richard <RWiley@wileyrein.com>; Rebecca Hanson <rjhanson@sbgvtv.com> (rjhanson@sbgvtv.com) <rjhanson@sbgvtv.com>  
**Subject:** Sinclair Signature on Consent Decree

Bill,

Attached is the consent decree as signed by Barry Faber on behalf of Sinclair and dated with tomorrow's date, as you requested. The Rainbow PUSH withdrawal materials will be filed later this evening and courtesy copies sent to David Brown by email. If you need anything further from us to move this process along, please let me know.

Thank you,  
Eve

Eve Klindera Reed | Attorney at Law  
Wiley Rein LLP  
1776 K Street NW | Washington, DC 20006  
T: 202.719.7404 | [EReed@wileyrein.com](mailto:EReed@wileyrein.com)  
[www.wileyrein.com](http://www.wileyrein.com) | [Bio](#) | [LinkedIn](#) | [Twitter](#) | [WileyonMedia Blog](#)

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Before the  
Federal Communications Commission  
Washington, DC 20554

In the Matter of

Sinclair Broadcast Group, Inc.

)  
)  
)  
)  
)

Acct. No.: MB-{\_\_\_\_\_}

FRN: {\_\_\_\_\_}

**CONSENT DECREE**

1. The Media Bureau of the Federal Communications Commission and Sinclair Broadcast Group, Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of resolving and terminating the Media Bureau's Investigation into Sinclair's practices, as defined and discussed below.

**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.<sup>1</sup>
  - (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) "Applications" means the pending applications for license renewal of the Sinclair Stations, listed in the Appendix.
  - (d) "Attributable LMA" means an LMA pursuant to which a broadcast television station licensee brokers more than 15 percent of the weekly broadcast hours of another broadcast television station in the licensee's Designated Market Area, as defined by Nielsen Media Research.
  - (e) "Bureau" means the Media Bureau of the Federal Communications Commission.
  - (f) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
  - (g) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Sinclair is subject by virtue of its business activities.
  - (h) "Cunningham" means Cunningham Broadcasting Corporation and all of its direct and indirect subsidiaries that hold authorizations issued by the FCC.
  - (i) "Effective Date" means the date by which both the Bureau and Sinclair have signed the Consent Decree.
  - (j) "Investigation" means the Bureau's consideration of any alleged violations of the Communications Laws by Sinclair with respect to: (1) the good faith negotiation requirement of Section 325 of the Communications Act of 1934, as amended, and Section 76.65 of the Commission's rules; (2) whether Sinclair allegedly exercised *de facto* control over Cunningham Broadcast Corporation and allegedly violated the Commission's News Distortion Policy, as well as other allegations reflected in the pending pleadings listed in the Appendix and in other pleadings or complaints

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<sup>1</sup> 47 U.S.C. § 151 *et seq.*

pending before the Bureau related to the Sinclair Stations; and (3) whether Sinclair violated the Commission's rules with respect to its operation of a non-grandfathered Local Marketing Agreement, as discussed in paragraphs 3-6 of this Consent Decree.

- (k) "JSA" means a joint sales agreement under which a broadcast licensee authorizes a broker to sell advertising time for the brokered station.
- (l) "LMA" means a local marketing agreement under which a broadcast licensee sells blocks of time to a broker, who supplies the programming and sells the advertising for those blocks of time.
- (m) "Local Television Ownership Rule" means Section 73.3555(b) of the Rules, and the Notes thereto.
- (n) "News Distortion Policy" means the Commission's policy related to the "staging" of news events or stories.
- (o) "Non-Sinclair Stations" are television broadcast stations that are not directly or indirectly under *de jure* control of Sinclair.
- (p) "Ownership Rules" means Section 73.3555 of the Rules, and the Notes thereto.
- (q) "Parties" means Sinclair and the Bureau, each of which is a "Party."
- (r) "Retransmission Consent Rules" means Section 325 of the Act and Part 76, Subpart D, of the Rules.
- (s) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.
- (t) "Sinclair" or "the Company" means Sinclair Broadcast Group, Inc. and its affiliates, subsidiaries, predecessors-in-interest, assigns, transferees, and successors-in-interest.
- (u) "Sinclair Stations" are television broadcast stations or licensees that are under *de jure* control of Sinclair.
- (v) "SSA" means a shared services agreement between broadcasters to share services, such as (but not limited to) technical support, back-office support, or production of newscasts.

## II. BACKGROUND

3. *Good Faith Negotiation Issues.* Section 325 of the Act prohibits broadcast television stations and multichannel video programming distributors (MVPDs) from "failing to negotiate in good faith" for consent to retransmit commercial television broadcast signals.<sup>2</sup> In 2014, Congress amended Section 325 to establish that it would be a *per se* breach of a broadcaster's good faith negotiation obligation to negotiate jointly for retransmission consent in certain circumstances. Specifically, Congress directed the Commission to adopt rules that would "prohibit a television broadcast station from coordinating negotiations or negotiating on a joint basis with another television broadcast station in the same local market . . . to grant retransmission consent . . . unless such stations are directly or indirectly under common *de jure* control permitted under the regulations of the Commission."<sup>3</sup> The Commission adopted a rule provision codifying the statutory language prohibiting joint negotiations in February 2015.<sup>4</sup>

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<sup>2</sup> 47 U.S.C. §325(b)(2)(C).

<sup>3</sup> *STELA Reauthorization Act of 2014* (STELAR), Pub. L. No. 113-200, § 103(a); 47 U.S.C. § 325(b)(3)(C)(iv). In Commission regulations and precedent, the phrase "de jure control" refers to ownership of more than 50 percent of the voting interests in a licensee. *2000 Biennial Regulatory Review, Amendment of Parts 43 and 63 of the Commission's Rules*, Notice of Proposed Rulemaking, 15 FCC Rcd 24624, para. 14 (2000) ("De jure control is

4. This Consent Decree resolves the Media Bureau's investigation into whether Sinclair has violated its good faith negotiation obligation by engaging in prohibited joint negotiations. In the course of the Investigation, the Bureau found that Sinclair represented numerous Non-Sinclair Stations in retransmission consent negotiations with MVPDs between April 2, 2015 (the effective date of the Commission's rule implementing the statutory prohibition on joint negotiation) and November 30, 2015. More specifically, during this time period, Sinclair negotiated retransmission consent on behalf of, or coordinated negotiations with, a total of 36 Non-Sinclair Stations with which it had JSAs, LMAs, or SSAs, concurrently with its negotiation for retransmission consent of at least one Sinclair Station in the same local market. These negotiations involved a total of six different MVPDs, and in some instances Sinclair represented the same Non-Sinclair Station in retransmission consent negotiations with multiple MVPDs.

5. *Licensing Issues.* This Consent Decree also resolves the Bureau's consideration of the pleadings listed in the Appendix and all other pleadings or complaints pending before the Bureau related to the Sinclair Stations, which raise, *inter alia*, allegations concerning Sinclair's compliance with Section 310(d) of the Act, the Local Television Ownership Rule, and the News Distortion Policy. Section 310(d) prohibits any transfer of control of a Commission license (whether *de jure* or *de facto*) without prior Commission consent.<sup>5</sup> The Local Television Ownership Rule permits common ownership of two full-power television stations licensed to communities in the same Designated Market Area (DMA) only under specific circumstances.<sup>6</sup> "News distortion" refers to the airing of intentionally false news events or

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present where equity-holders voting together own or control fifty percent or more of the licensee's voting shares"); *Federal Communications Bar Association's Petition for Forbearance from Section 310(d) of the Communications Act Regarding Non-Substantial Assignments of Wireless Licenses and Transfers of Control Involving Telecommunications Carriers and Personal Communications Industry Association's Broadband Personal Communications Services Alliance's Petition for Forbearance For Broadband Personal Communications Services*, Memorandum Opinion and Order, 13 FCC Rcd 6293, para. 7 (1998) (*De jure* control "is present where a shareholder or shareholders voting together own or control fifty percent or more of the licensee's voting shares"); *Application of Fox Television Stations, Inc.*, 10 FCC Rcd 8452, 8513 (1995) (holding that a corporate licensee was under the *de jure* control of the shareholder who owned more than 50 percent of the shares); *Metromedia, Inc.*, 98 FCC 2d 300, 305-306 (1984) (stating that *de jure* control of a closely held licensee would constitute "ownership of over 50 percent of the corporation's stock"). In the case of a partnership, "de jure control" refers to ownership of a general partnership interest. 47 CFR § 1.2110(c)(2).

<sup>4</sup> *Implementation of Sections 101, 103 and 105 of the STELA Reauthorization Act of 2014*, Order, 30 FCC Rcd 2380 at para. 4 (2015) ("STELAR Order") (adopting 47 C.F.R. § 76.65(b)(1)(viii), among other changes to the Rules). See also *Totality NPRM*, 30 FCC Rcd 10327 at note 65 (reminding parties that "stations operating under ... 'sidecar' arrangements, even if attributable, cannot jointly negotiate retransmission consent with a station in the same market owned by the broker because they are not 'under common de jure control'").

<sup>5</sup> 47 U.S.C. § 310(d).

<sup>6</sup> 47 C.F.R. § 73.3555(b). Under the Local Television Ownership Rule, the Grade B contours may not overlap, unless, at the time the application to acquire the station(s) is filed: (1) at least one of the two stations is not ranked among the top four stations in the DMA, based on the most recent all-day audience share; and (2) at least eight independently owned and operating, full-power commercial and noncommercial television stations would remain in the DMA after the transaction. Although the rule refers to Grade B contours, we note that, following the digital transition, the Commission developed the digital noise-limited contour (NLSC) to approximate the same probability of service as the analog Grade B contour, stated that the two are roughly equivalent, and proposed to replace the Grade B contour with the NLSC contour for purposes of the rule. See 47 C.F.R. § 73.622(e); *2014 Quadrennial Regulatory Review — Review of the Commission's Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996*, Further Notice of Proposed Rulemaking and Report and Order, 29 FCC Rcd 4371, 4383-84 (2014) (*2014 Quadrennial Review FNPRM and Report and Order*).



stories.<sup>7</sup> Pending before the Bureau is one petition to deny filed by Free Press and one informal objection filed by Sinclair Media Watch, both of which allege that Sinclair licensees in North and South Carolina acquired control of same-market television stations without Commission consent and thereby violated Section 310(d) and the Local Television Ownership Rule. In addition, the Bureau has before it a pending petition to deny the renewal of station WBFF(TV), Baltimore, MD, a Sinclair licensee, alleging news distortion on the part of the station.

6. Attributable LMAs that otherwise would violate the Local Television Ownership Rule may be permissible if they have been grandfathered by the Commission.<sup>8</sup> In connection with its review of the acquisition of Allbritton Communications Co. by Sinclair, the Bureau found that an LMA between WMMP(TV), Charleston, South Carolina, and WTAT-TV, Charleston, South Carolina, was both attributable and not entitled to grandfathering protection.<sup>9</sup> That LMA also governed WVAH(TV), Charleston, WV and WRGT-TV, Dayton, OH, both licensed to Cunningham. The LMA is no longer in effect. This Consent Decree resolves the Bureau's investigation of Sinclair's operation of this LMA.

7. Sinclair and the Bureau have engaged in settlement negotiations regarding all facets of the Investigation and the aforementioned pleadings. The Bureau and Sinclair agree to the following terms and conditions of settlement, and hereby enter into this Consent Decree as provided herein.

### III. TERMS OF AGREEMENT

8. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

9. **Jurisdiction.** Sinclair 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.

10. **Effective Date; Violations.** 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. 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.

11. **Non-Admission of Liability.** The Parties agree that, by entering into this Consent Decree, Sinclair makes no admission of liability of any kind.

12. **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 any other investigations pending before the Bureau related to the matters discussed in paragraphs 3-6 above, dismiss with prejudice or deny any outstanding adversarial pleadings relating to the matters discussed in paragraphs 3-6 above, cancel any outstanding Forfeiture Order issued by the Bureau relating to the Sinclair Stations, and grant the Applications within 45 days after the timely

<sup>7</sup> See, e.g., *Hunger in America*, 20 F.C.C.2d 143, 151 (1969). But see, *WGPR, Inc., and CBS, Memorandum Opinion and Order*, 10 FCC Rcd 8140, 8146-8148 (1995), vacated and remanded sub. nom., *Serafyn v. CBS*, 149 F.3d 1213 (D.C. Cir. 1998).

<sup>8</sup> LMAs entered into prior to November 5, 1996, were grandfathered in those cases where attribution of a non-grandfathered LMA would have resulted in violation of the local TV ownership rule. *Review of the Commission's Regulations Governing Broadcasting*, Report and Order, 14 FCC Rcd 12903, 12963 (1999). Grandfathering was conditioned on the outcome of the Commission's 2004 biennial review, at which time the Commission was to reconsider their status. *Id.* at 12964. On April 2, 2002, the D.C. Court of Appeals held, in part, that the Commission's limited grandfathering of LMAs was permissible. *Sinclair Broadcast Group v. FCC*, 284 F.3d 148, 165-168 (DC Cir. 2002).

<sup>9</sup> Letter from Barbara A. Kreisman, Chief, Video Division, to Clifford M. Harrington, Esq. (Dec. 6, 2013); *Allbritton Communications Co.*, Memorandum Opinion and Order, 29 FCC Rcd 9156, 9164 n. 67 (MB 2014).

and complete satisfaction by Sinclair of its obligation to make the Settlement Payment referenced in paragraph 18 of this Consent Decree. In consideration for the termination of the Investigation, Sinclair agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation or in connection with other Letters of Inquiry related to the Investigation through the Effective Date, or the existence of this Consent Decree, to institute or recommend that the Commission institute any new proceeding, formal or informal, or take any action on its own motion or recommend any such action by the Commission concerning the matters that were the subject of the Investigation or any other related investigations pending before the Bureau. 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 any proceeding concerning, or to set for hearing, the question of Sinclair's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations, and that it will not recommend that the Commission take any such action.<sup>10</sup>

13. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Sinclair shall appoint its Chief Accounting Officer to serve as Compliance Officer and to discharge the duties set forth below for the duration of the Compliance Plan. The Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Sinclair 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 or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Retransmission Consent Rules and the Ownership Rules prior to assuming his or her duties.

14. **Compliance Plan.** Sinclair agrees that it shall, within sixty (60) calendar days after the Effective Date, develop, implement, and maintain a Compliance Plan that is designed to ensure future compliance with the terms and conditions of this Consent Decree, including the following:

- (a) Sinclair shall engage independent counsel familiar with the Retransmission Consent Rules to advise it in connection with Sinclair's retransmission consent negotiations. Such advice shall include periodic updates on developments in the rules and their implementation as well as updates on standard industry practices regarding retransmission consent.
- (b) Sinclair shall consult with such counsel during retransmission consent negotiations prior to proposing any non-industry-standard, non-price term, for the purpose of ensuring Sinclair's compliance with its obligation to bargain in good faith under the Retransmission Consent Rules.

15. **Reporting Noncompliance.** Sinclair shall report any noncompliance with the Retransmission Consent Rules, the Ownership Rules, or 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 and the circumstances under which it occurred; (ii) the steps that Sinclair has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; (iv) the steps that Sinclair has taken or will take to prevent the recurrence of any such noncompliance; and (v) the schedule on which such preventive actions will be taken. All reports of noncompliance shall be submitted to Martha Heller, Chief, Policy Division, Media Bureau, Federal Communications Commission, 445 12th Street, SW, Room 4-A766, Washington, DC 20554, and submitted electronically to Martha Heller at [Martha.Heller@fcc.gov](mailto:Martha.Heller@fcc.gov) and Lyle Elder at [Lyle.Elder@fcc.gov](mailto:Lyle.Elder@fcc.gov).

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<sup>10</sup> See 47 C.F.R. § 1.93(b).

16. **Compliance Reports.** Sinclair shall file confidential Compliance Reports with the Commission six (6) calendar months after the Effective Date and every six (6) months thereafter, with the final report to be submitted one week after the termination date of the Compliance Plan.

(a) Each Compliance Report shall include:

- i. a detailed description of Sinclair's efforts during the relevant period (ending one week before the filing date of each report) to comply with the terms and conditions of this Consent Decree, the Ownership Rules, and the Retransmission Consent Rules;
- ii. a chart listing all Non-Sinclair Stations with which Sinclair has an LMA, a JSA, an SSA, a time brokerage agreement (TBA),<sup>11</sup> or other similar agreement (with any necessary explanation), the licensee of each station, the station's DMA, and whether Sinclair has an attributable interest in the station's licensee; and
- iii. a list of MVPDs with which Sinclair negotiated retransmission consent at any time during the relevant period, identifying, if applicable, the date on which the negotiation ended, as well as the date on which any then-current carriage agreement was or is scheduled to expire. For each MVPD, Sinclair shall provide a list of any Non-Sinclair Stations represented by Sinclair in those negotiations, the licensee of each station, the station's DMA, and whether Sinclair has an attributable interest in the station's licensee.

(b) In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Sinclair, stating that the Compliance Officer has personal knowledge that Sinclair has established, implemented, and is maintaining the Compliance Plan and is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree.

(c) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must be in the form set forth in Section 1.16 of the Rules<sup>12</sup> and be subscribed to as true under penalty of perjury in substantially the form set forth therein.

(d) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Sinclair, shall provide the Commission with a detailed explanation of the reason(s) why. Such reports shall include a detailed explanation of: (i) each instance of noncompliance and the circumstances under which it occurred; (ii) the steps that Sinclair has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; (iv) the steps that Sinclair has taken or will take to prevent the recurrence of any such noncompliance; and (v) the schedule on which such preventive actions will be taken.

(e) All Compliance Reports shall be submitted to the Chief, Policy Division, Media Bureau, Federal Communications Commission, 445 12th Street, SW, Room 4-A766, Washington, DC 20554, and submitted electronically to Martha Heller at [Martha.Heller@fcc.gov](mailto:Martha.Heller@fcc.gov) and Lyle Elder at [Lyle.Elder@fcc.gov](mailto:Lyle.Elder@fcc.gov).

17. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 13-16 shall expire thirty-six (36) months after the Effective Date.

<sup>11</sup> Like an LMA, a TBA refers to "the sale by a licensee of discrete blocks of time to a 'broker' that supplies the programming to fill that time and sells the commercial spot announcements in it." See 47 C.F.R. § 73.3555, Note 2(j).

<sup>12</sup> 47 C.F.R. § 1.16.

18. **Settlement Payment.** Sinclair will make a settlement payment to the United States Treasury in the amount of nine million, four hundred ninety-five thousand dollars (\$9,495,000) within ninety (90) calendar days after the Effective Date (Settlement Payment). Sinclair acknowledges and agrees that, upon execution of this Consent Decree, the Settlement Payment shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).<sup>13</sup> Sinclair shall send electronic notification of payment to Martha Heller at Martha.Heller@fcc.gov, copying Lyle Elder at Lyle.Elder@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, a completed FCC Form 159 (Remittance Advice) must be submitted.<sup>14</sup> When completing the FCC Form 159, 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 should be followed based on the form of payment selected:

- 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.
- 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.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

19. **Waivers.** As of the Effective Date, each Party hereto 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. Sinclair shall retain the right to challenge Commission interpretation of the Consent Decree. 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 the Adopting Order, neither Sinclair nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Sinclair shall waive any statutory right to a trial *de novo*. Sinclair hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>15</sup> relating to the matters addressed in this Consent Decree. Notwithstanding any provision of the Consent Decree or the Adopting Order, this Consent Decree shall be void and of no further force and effect if the condition specified in paragraph 18 is not satisfied by Sinclair within the time period specified, or if the conditions specified in paragraph 12 are not satisfied by the Bureau within the time period specified.

20. **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

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

<sup>14</sup> An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

<sup>15</sup> See 5 U.S.C. § 504; 47 C.F.R. §§ 1.1501–1.1530.

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.

21. **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.

22. **Subsequent Rule or Order.** The Parties agree that, if any provision of the 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 Sinclair does not expressly consent), that provision will be superseded by such Rule or Order.

23. **Successors and Assigns.** Sinclair agrees that the provisions of this Consent Decree shall be binding on its subsidiaries, affiliates, successors, assigns, and transferees.

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

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

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

27. **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.

28. **Counterparts.** This Consent Decree may be signed in any number of 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.



William T. Lake  
Chief  
Media Bureau  
Federal Communications Commission

Date: 7-29-2016



Barry M. Faber  
Executive Vice President /  
General Counsel  
Sinclair Broadcast Group, Inc.

Date: July 29, 2016

## APPENDIX

### Pleadings and Other Matters Resolved

- Petition to Deny filed by C. Richard D'Amato on 9/1/2004. Sinclair filed an Opposition on 10/1/2004.
- Petition to Deny filed by Free Press on 11/1/2004. Sinclair filed an Opposition on 12/1/2004.
- Several individuals and an organization named "Sinclair Media Watch" filed informal objections to the license renewal applications of WLOS(TV) and WMYA-TV. Sinclair opposed the informal objections.
- Jan and Durl Kruse filed an informal objection to the license renewal application of WICD(TV) on 8/2/2005.
- Kathleen Robbins filed an informal objection to the license renewal applications of WICD(TV) and WICS(TV) on 8/22/2005. Sinclair opposed the informal objection on 9/2/2005.
- Maureen Holtz filed an informal objection to the license renewal applications of WICD(TV) on 8/24/2005 and WICS(TV) on 8/25/2005. Sinclair opposed the informal objection regarding WICD(TV) on 9/2/2005 and opposed the information objection regarding WICS(TV) on 9/12/2005.
- The Commission issued a Notice of Apparent Liability for Forfeiture to KATV(TV) on 5/7/2007. The former owner of the station submitted an Opposition on 5/31/2007. On 4/9/2010, the Commission issued a Forfeiture Order rejecting the Opposition and imposing an \$8,000 fine. The former owner of the station filed a Petition for Reconsideration in April 2010.

### Sinclair Station Renewal Applications to be Granted<sup>16</sup>

	Call Sign	Fac. ID	Community of License	File No.
1.	WBFF(TV)	10758	Baltimore, MD	BRC DT-20120601APF BRCT-20040527ASQ
2.	WCIV(TV)	9015	Charleston, SC	BRC DT-20120801AJY BRCT-20040730APZ
3.	WLFL(TV)	73205	Raleigh, NC	BRC DT-20120801AKV BRCT-20040730ARF
4.	WLOS(TV)	56537	Asheville, NC	BRC DT-20120801ALK BRCT-20040730AQF
5.	WMYV(TV)	25544	Greensboro, NC	BRC DT-20120801AKM

<sup>16</sup> Some of the applications listed below include one or more low power television stations or translators that is associated with the main station license being renewed. The Bureau will grant the renewals of such low power television stations and/or translators in connection with its renewal of the associated main stations' licenses.

	Call Sign	Fac. ID	Community of License	File No.
				BRCT-20040730ARP
6.	WRDC(TV)	54963	Durham, NC	BRC DT-20120801ALA BRCT-20040730ARG
7.	WXLV-TV	414	Winston-Salem, NC	BRC DT-20120801AKP BRCT-20040730ART
8.	WTTO(TV)	74138	Homewood, AL	BRC DT-20121203AQC BRCT-20041201AWE
9.	WICS(TV)	25686	Springfield, IL	BRC DT-20130801AKY BRCT-20050801ASO
10.	WJLA-TV	1051	Washington, DC	BRC DT-20120529AFT
11.	WCHS-TV	71280	Charleston, WV	BRC DT-20120601APM
12.	WRLH-TV	412	Richmond, VA	BRC DT-20120601APJ
13.	WTVZ-TV	40759	Norfolk, VA	BRC DT-20120601APP
14.	WEAR-TV	71363	Pensacola, FL	BRC DT-20121001ASC
15.	WFGX(TV)	6554	Fort Walton Beach, FL	BRC DT-20121001ASO
16.	WTCN-CA	70865	Palm Beach, FL	BRTTA-20121001AVD
17.	WTVX(TV)	35575	Fort Pierce, FL	BRC DT-20121001AUI
18.	WTWC-TV	66908	Tallahassee, FL	BRC DT-20121001ATE
19.	WWHB-CA	63557	Stuart, FL	BRTTA-20121001AVH
20.	WDKY-TV	64017	Danville, KY	BRC DT-20130401AOM
21.	WTVC(TV)	22590	Chattanooga, TN	BRC DT-20130401AOP
22.	WUXP-TV	9971	Nashville, TN	BRC DT-20130401AQT
23.	WZTV(TV)	418	Nashville, TN	BRC DT-20130401AQI
24.	WKEF(TV)	73155	Dayton, OH	BRC DT-20130603AJF

	Call Sign	Fac. ID	Community of License	File No.
25.	WKRC-TV	11289	Cincinnati, OH	BRC DT-20130603AJX
26.	WSMH(TV)	21737	Flint, MI	BRC DT-20130603AKL
27.	WSYX(TV)	56549	Columbus, OH	BRC DT-20130603ALD
28.	WTOV-TV	74122	Steubenville, OH	BRC DT-20130603AWN
29.	WWMT(TV)	74195	Kalamazoo, MI	BRC DT-20130603AJK
30.	WCGV-TV	71278	Milwaukee, WI	BRC DT-20130801AMA BRCT-20050801BBZ
31.	WICD(TV)	25684	Champaign, IL	BRC DT-20130801ALL
32.	WMSN-TV	10221	Madison, WI	BRC DT-20130801AHM
33.	WVTV(TV)	74174	Milwaukee, WI	BRC DT-20130801AMD
34.	KBSI(TV)	19593	Cape Girardeau, MO	BRC DT-20131017AJD
35.	KDNL-TV	56524	St. Louis, MO	BRC DT-20131017CDZ
36.	KDSM-TV	56527	Des Moines, IA	BRC DT-20131017AJJ
37.	KGAN(TV)	25685	Cedar Rapids, IA	BRC DT-20131017AJO
38.	KPTH(TV)	77451	Sioux City, IA	BRC DT-20131017AJT
39.	WUCW(TV)	36395	Minneapolis, MN	BRC DT-20131202CEV
40.	KAAS-TV	11912	Salinas, KS	BRC DT-20140131ANY
41.	KOCB(TV)	50170	Oklahoma City, OK	BRC DT-20140131ANA
42.	KOCW(TV)	83181	Hoisington, KS	BRC DT-20140131AOC
43.	KOKH-TV	35388	Oklahoma City, OK	BRC DT-20140131ANJ
44.	KSAS-TV	11911	Wichita, KS	BRC DT-20140131ANT
45.	KPTM(TV)	51491	Omaha, NE	BRC DT-20140203ATR
46.	KABB(TV)	56528	San Antonio, TX	BRC DT-20140327BHB



	Call Sign	Fac. ID	Community of License	File No.
47.	KFDM(TV)	22589	Beaumont, TX	BRC DT-20140327BJB
48.	KGBT-TV	34457	Harlingen, TX	BRC DT-20140327BIZ
49.	KVII-TV	40446	Amarillo, TX	BRC DT-20140327BHP
50.	WOAI-TV	69618	San Antonio, TX	BRC DT-20140327BHE
51.	KDBC-TV	33764	El Paso, TX	BRC DT-20140401AFE
52.	KEYE-TV	33691	Austin, TX	BRC DT-20140401AFL
53.	KFOX-TV	33716	El Paso, TX	BRC DT-20140401AFT
54.	KBOI-TV	49760	Boise, ID	BRC DT-20140602ASW
55.	KLEW-TV	56032	Lewiston, ID	BRC DT-20140602ATC
56.	KMYU(TV)	35822	St. George, UT	BRC DT-20140602AVC
57.	KRXI-TV	48360	Reno, NV	BRC DT-20140602BEA
58.	KSNV(TV)	10179	Las Vegas, NV	BRC DT-20140602AVR
59.	KUTV(TV)	35823	Salt Lake City, UT	BRC DT-20140602AUJ
60.	KVCW(TV)	10195	Las Vegas, NV	BRC DT-20140602AVN
61.	KVIH-TV	40450	Clovis, NM	BRC DT-20140602AST
62.	KBAK-TV	4148	Bakersfield, CA	BRC DT-20140801AFI
63.	KBFX-CD	51501	Bakersfield, CA	BRDTA-20140801AFH
64.	KFRE-TV	59013	Sanger, CA	BRC DT-20140801AFL
65.	KMPH-CD	168338	Merced-Mariposa, CA	BRDTA-20140801AFN
66.	KMPH-TV	51488	Visalia, CA	BRC DT-20140801AFO
67.	KATU(TV)	21649	Portland, OR	BRC DT-20141001CAQ
68.	KCBY-TV	49750	Coos Bay, OR	BRC DT-20141001CDG
69.	KEPR-TV	56029	Pasco, WA	BRC DT-20141001BYM

	Call Sign	Fac. ID	Community of License	File No.
70.	KIMA-TV	56033	Yakima, WA	BRC DT-20141001BYN
71.	KOMO-TV	21656	Seattle, WA	BRC DT-20141001CEA
72.	KORX-CD	71072	Walla Walla, WA	BRTTA-20141001BYA
73.	KPIC(TV)	61551	Roseburg, OR	BRC DT-20141001CDP
74.	KTVL(TV)	22570	Medford, OR	BRC DT-20141001BAY
75.	KUNP(TV)	81447	La Grande, OR	BRC DT-20141001CBA
76.	KUNS-TV	4624	Bellevue, WA	BRC DT-20141001CDZ
77.	KUNW-CD	167797	Yakima, WA	BRDTA-20141001BXZ
78.	KVAL-TV	49766	Eugene, OR	BRC DT-20141001CDL
79.	KVVK-CD	25358	Kennewick, etc., WA	BRDTA-20141001BXX
80.	WGME-TV	25683	Portland, ME	BRC DT-20141201BBD
81.	WCWN(TV)	73264	Schenectady, NY	BRC DT-20150202ADV
82.	WNYO-TV	67784	Buffalo, NY	BRC DT-20150202ABF
83.	WRGB(TV)	73942	Schenectady, NY	BRC DT-20150202ADT
84.	WSTM-TV	21252	Syracuse, NY	BRC DT-20150202ABX
85.	WUHF(TV)	413	Rochester, NY	BRC DT-20150202ABL
86.	WUTV(TV)	415	Buffalo, NY	BRC DT-20150202ABH
87.	WHP-TV	72313	Harrisburg, PA	BRC DT-20150401ADN
88.	WJAC-TV	73120	Johnstown, PA	BRC DT-20150401ADZ
89.	WPGH-TV	73875	Pittsburgh, PA	BRC DT-20150401ADV
90.	WPNT(TV)	73907	Pittsburgh, PA	BRC DT-20150401ADX

## Sima Chowdhury

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**From:** William Lake  
**Sent:** Thursday, July 28, 2016 6:14 PM  
**To:** Reed, Eve  
**Cc:** Martha Heller; Lyle Elder; David Brown; Wiley, Richard; Rebecca Hanson  
<rjhanson@sbgstv.com> (rjhanson@sbgstv.com)  
**Subject:** Re: Sinclair Signature on Consent Decree

Thanks Eve,  
We'll be in touch in the morning when the withdrawals are taken care of. Bill

> On Jul 28, 2016, at 5:56 PM, Reed, Eve <ereed@wileyrein.com> wrote:

>

> Bill,

>

> Attached is the consent decree as signed by Barry Faber on behalf of Sinclair and dated with tomorrow's date, as you requested. The Rainbow PUSH withdrawal materials will be filed later this evening and courtesy copies sent to David Brown by email. If you need anything further from us to move this process along, please let me know.

>

> Thank you,

> Eve

>

> Eve Klindera Reed | Attorney at Law

> Wiley Rein LLP

> 1776 K Street NW | Washington, DC 20006

> T: 202.719.7404 | EReed@wileyrein.com

> www.wileyrein.com<<http://www.wileyrein.com>> | Bio<<http://www.wileyrein.com/professionals-EveReed.html>> |

LinkedIn<<https://www.linkedin.com/pub/eve-klindera-reed/26/856/6ab>> | Twitter<<https://twitter.com/WileyRein>> |

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> <WRFMAIN-#14013723-v1-Sinclair\_CD\_(Date\_072916).PDF>

## Sima Chowdhury

---

**From:** Reed, Eve <ereed@wileyrein.com>  
**Sent:** Thursday, July 28, 2016 5:56 PM  
**To:** William Lake  
**Cc:** Martha Heller; Lyle Elder; David Brown; Wiley, Richard; Rebecca Hanson <rjhanson@sbgvtv.com> (rjhanson@sbgvtv.com)  
**Subject:** Sinclair Signature on Consent Decree  
**Attachments:** WRFMAIN-#14013723-v1-Sinclair\_CD\_(Date\_072916).PDF

Bill,

Attached is the consent decree as signed by Barry Faber on behalf of Sinclair and dated with tomorrow's date, as you requested. The Rainbow PUSH withdrawal materials will be filed later this evening and courtesy copies sent to David Brown by email. If you need anything further from us to move this process along, please let me know.

Thank you,  
Eve

Eve Klindera Reed | Attorney at Law  
**Wiley Rein LLP**  
1776 K Street NW | Washington, DC 20006  
T: 202.719.7404 | EReed@wileyrein.com  
[www.wileyrein.com](http://www.wileyrein.com) | [Bio](#) | [LinkedIn](#) | [Twitter](#) | [WileyonMedia Blog](#)

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**Before the  
Federal Communications Commission  
Washington, DC 20554**

In the Matter of

Sinclair Broadcast Group, Inc.

)  
) Acct. No.: MB-{\_\_\_\_\_  
)  
) FRN: {\_\_\_\_\_  
)

**CONSENT DECREE**

1. The Media Bureau of the Federal Communications Commission and Sinclair Broadcast Group, Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of resolving and terminating the Media Bureau's Investigation into Sinclair's practices, as defined and discussed below.

**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.<sup>1</sup>
  - (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) "Applications" means the pending applications for license renewal of the Sinclair Stations, listed in the Appendix.
  - (d) "Attributable LMA" means an LMA pursuant to which a broadcast television station licensee brokers more than 15 percent of the weekly broadcast hours of another broadcast television station in the licensee's Designated Market Area, as defined by Nielsen Media Research.
  - (e) "Bureau" means the Media Bureau of the Federal Communications Commission.
  - (f) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
  - (g) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Sinclair is subject by virtue of its business activities.
  - (h) "Cunningham" means Cunningham Broadcasting Corporation and all of its direct and indirect subsidiaries that hold authorizations issued by the FCC.
  - (i) "Effective Date" means the date by which both the Bureau and Sinclair have signed the Consent Decree.
  - (j) "Investigation" means the Bureau's consideration of any alleged violations of the Communications Laws by Sinclair with respect to: (1) the good faith negotiation requirement of Section 325 of the Communications Act of 1934, as amended, and Section 76.65 of the Commission's rules; (2) whether Sinclair allegedly exercised *de facto* control over Cunningham Broadcast Corporation and allegedly violated the Commission's News Distortion Policy, as well as other allegations reflected in the pending pleadings listed in the Appendix and in other pleadings or complaints

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<sup>1</sup> 47 U.S.C. § 151 *et seq.*

pending before the Bureau related to the Sinclair Stations; and (3) whether Sinclair violated the Commission's rules with respect to its operation of a non-grandfathered Local Marketing Agreement, as discussed in paragraphs 3-6 of this Consent Decree.

- (k) "JSA" means a joint sales agreement under which a broadcast licensee authorizes a broker to sell advertising time for the brokered station.
- (l) "LMA" means a local marketing agreement under which a broadcast licensee sells blocks of time to a broker, who supplies the programming and sells the advertising for those blocks of time.
- (m) "Local Television Ownership Rule" means Section 73.3555(b) of the Rules, and the Notes thereto.
- (n) "News Distortion Policy" means the Commission's policy related to the "staging" of news events or stories.
- (o) "Non-Sinclair Stations" are television broadcast stations that are not directly or indirectly under *de jure* control of Sinclair.
- (p) "Ownership Rules" means Section 73.3555 of the Rules, and the Notes thereto.
- (q) "Parties" means Sinclair and the Bureau, each of which is a "Party."
- (r) "Retransmission Consent Rules" means Section 325 of the Act and Part 76, Subpart D, of the Rules.
- (s) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.
- (t) "Sinclair" or "the Company" means Sinclair Broadcast Group, Inc. and its affiliates, subsidiaries, predecessors-in-interest, assigns, transferees, and successors-in-interest.
- (u) "Sinclair Stations" are television broadcast stations or licensees that are under *de jure* control of Sinclair.
- (v) "SSA" means a shared services agreement between broadcasters to share services, such as (but not limited to) technical support, back-office support, or production of newscasts.

## II. BACKGROUND

3. *Good Faith Negotiation Issues.* Section 325 of the Act prohibits broadcast television stations and multichannel video programming distributors (MVPDs) from "failing to negotiate in good faith" for consent to retransmit commercial television broadcast signals.<sup>2</sup> In 2014, Congress amended Section 325 to establish that it would be a *per se* breach of a broadcaster's good faith negotiation obligation to negotiate jointly for retransmission consent in certain circumstances. Specifically, Congress directed the Commission to adopt rules that would "prohibit a television broadcast station from coordinating negotiations or negotiating on a joint basis with another television broadcast station in the same local market . . . to grant retransmission consent . . . unless such stations are directly or indirectly under common *de jure* control permitted under the regulations of the Commission."<sup>3</sup> The Commission adopted a rule provision codifying the statutory language prohibiting joint negotiations in February 2015.<sup>4</sup>

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<sup>2</sup> 47 U.S.C. §325(b)(2)(C).

<sup>3</sup> *STELA Reauthorization Act of 2014* (STELAR), Pub. L. No. 113-200, § 103(a); 47 U.S.C. § 325(b)(3)(C)(iv). In Commission regulations and precedent, the phrase "de jure control" refers to ownership of more than 50 percent of the voting interests in a licensee. *2000 Biennial Regulatory Review, Amendment of Parts 43 and 63 of the Commission's Rules*, Notice of Proposed Rulemaking, 15 FCC Rcd 24624, para. 14 (2000) ("De jure control is

4. This Consent Decree resolves the Media Bureau's investigation into whether Sinclair has violated its good faith negotiation obligation by engaging in prohibited joint negotiations. In the course of the Investigation, the Bureau found that Sinclair represented numerous Non-Sinclair Stations in retransmission consent negotiations with MVPDs between April 2, 2015 (the effective date of the Commission's rule implementing the statutory prohibition on joint negotiation) and November 30, 2015. More specifically, during this time period, Sinclair negotiated retransmission consent on behalf of, or coordinated negotiations with, a total of 36 Non-Sinclair Stations with which it had JSAs, LMAs, or SSAs, concurrently with its negotiation for retransmission consent of at least one Sinclair Station in the same local market. These negotiations involved a total of six different MVPDs, and in some instances Sinclair represented the same Non-Sinclair Station in retransmission consent negotiations with multiple MVPDs.

5. *Licensing Issues.* This Consent Decree also resolves the Bureau's consideration of the pleadings listed in the Appendix and all other pleadings or complaints pending before the Bureau related to the Sinclair Stations, which raise, *inter alia*, allegations concerning Sinclair's compliance with Section 310(d) of the Act, the Local Television Ownership Rule, and the News Distortion Policy. Section 310(d) prohibits any transfer of control of a Commission license (whether *de jure* or *de facto*) without prior Commission consent.<sup>5</sup> The Local Television Ownership Rule permits common ownership of two full-power television stations licensed to communities in the same Designated Market Area (DMA) only under specific circumstances.<sup>6</sup> "News distortion" refers to the airing of intentionally false news events or

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present where equity-holders voting together own or control fifty percent or more of the licensee's voting shares"); *Federal Communications Bar Association's Petition for Forbearance from Section 310(d) of the Communications Act Regarding Non-Substantial Assignments of Wireless Licenses and Transfers of Control Involving Telecommunications Carriers and Personal Communications Industry Association's Broadband Personal Communications Services Alliance's Petition for Forbearance For Broadband Personal Communications Services*, Memorandum Opinion and Order, 13 FCC Rcd 6293, para. 7 (1998) (*De jure* control "is present where a shareholder or shareholders voting together own or control fifty percent or more of the licensee's voting shares"); *Application of Fox Television Stations, Inc.*, 10 FCC Rcd 8452, 8513 (1995) (holding that a corporate licensee was under the *de jure* control of the shareholder who owned more than 50 percent of the shares); *Metromedia, Inc.*, 98 FCC 2d 300, 305-306 (1984) (stating that *de jure* control of a closely held licensee would constitute "ownership of over 50 percent of the corporation's stock"). In the case of a partnership, "de jure control" refers to ownership of a general partnership interest. 47 CFR § 1.2110(c)(2).

<sup>4</sup> *Implementation of Sections 101, 103 and 105 of the STELA Reauthorization Act of 2014*, Order, 30 FCC Rcd 2380 at para. 4 (2015) ("STELAR Order") (adopting 47 C.F.R. § 76.65(b)(1)(viii), among other changes to the Rules). See also *Totality NPRM*, 30 FCC Rcd 10327 at note 65 (reminding parties that "stations operating under ... 'sidecar' arrangements, even if attributable, cannot jointly negotiate retransmission consent with a station in the same market owned by the broker because they are not 'under common de jure control'").

<sup>5</sup> 47 U.S.C. § 310(d).

<sup>6</sup> 47 C.F.R. § 73.3555(b). Under the Local Television Ownership Rule, the Grade B contours may not overlap, unless, at the time the application to acquire the station(s) is filed: (1) at least one of the two stations is not ranked among the top four stations in the DMA, based on the most recent all-day audience share; and (2) at least eight independently owned and operating, full-power commercial and noncommercial television stations would remain in the DMA after the transaction. Although the rule refers to Grade B contours, we note that, following the digital transition, the Commission developed the digital noise-limited contour (NLSC) to approximate the same probability of service as the analog Grade B contour, stated that the two are roughly equivalent, and proposed to replace the Grade B contour with the NLSC contour for purposes of the rule. See 47 C.F.R. § 73.622(e); *2014 Quadrennial Regulatory Review — Review of the Commission's Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996*, Further Notice of Proposed Rulemaking and Report and Order, 29 FCC Rcd 4371, 4383-84 (2014) (*2014 Quadrennial Review FNPRM and Report and Order*).

stories.<sup>7</sup> Pending before the Bureau is one petition to deny filed by Free Press and one informal objection filed by Sinclair Media Watch, both of which allege that Sinclair licensees in North and South Carolina acquired control of same-market television stations without Commission consent and thereby violated Section 310(d) and the Local Television Ownership Rule. In addition, the Bureau has before it a pending petition to deny the renewal of station WBFF(TV), Baltimore, MD, a Sinclair licensee, alleging news distortion on the part of the station.

6. Attributable LMAs that otherwise would violate the Local Television Ownership Rule may be permissible if they have been grandfathered by the Commission.<sup>8</sup> In connection with its review of the acquisition of Allbritton Communications Co. by Sinclair, the Bureau found that an LMA between WMMP(TV), Charleston, South Carolina, and WTAT-TV, Charleston, South Carolina, was both attributable and not entitled to grandfathering protection.<sup>9</sup> That LMA also governed WVAH(TV), Charleston, WV and WRGT-TV, Dayton, OH, both licensed to Cunningham. The LMA is no longer in effect. This Consent Decree resolves the Bureau's investigation of Sinclair's operation of this LMA.

7. Sinclair and the Bureau have engaged in settlement negotiations regarding all facets of the Investigation and the aforementioned pleadings. The Bureau and Sinclair agree to the following terms and conditions of settlement, and hereby enter into this Consent Decree as provided herein.

### III. TERMS OF AGREEMENT

8. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

9. **Jurisdiction.** Sinclair 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.

10. **Effective Date; Violations.** 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. 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.

11. **Non-Admission of Liability.** The Parties agree that, by entering into this Consent Decree, Sinclair makes no admission of liability of any kind.

12. **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 any other investigations pending before the Bureau related to the matters discussed in paragraphs 3-6 above, dismiss with prejudice or deny any outstanding adversarial pleadings relating to the matters discussed in paragraphs 3-6 above, cancel any outstanding Forfeiture Order issued by the Bureau relating to the Sinclair Stations, and grant the Applications within 45 days after the timely

<sup>7</sup> See, e.g., *Hunger in America*, 20 F.C.C.2d 143, 151 (1969). But see, *WGPR, Inc., and CBS, Memorandum Opinion and Order*, 10 FCC Rcd 8140, 8146-8148 (1995), vacated and remanded sub. nom., *Serafyn v. CBS*, 149 F.3d 1213 (D.C. Cir. 1998).

<sup>8</sup> LMAs entered into prior to November 5, 1996, were grandfathered in those cases where attribution of a non-grandfathered LMA would have resulted in violation of the local TV ownership rule. *Review of the Commission's Regulations Governing Broadcasting*, Report and Order, 14 FCC Rcd 12903, 12963 (1999). Grandfathering was conditioned on the outcome of the Commission's 2004 biennial review, at which time the Commission was to reconsider their status. *Id.* at 12964. On April 2, 2002, the D.C. Court of Appeals held, in part, that the Commission's limited grandfathering of LMAs was permissible. *Sinclair Broadcast Group v. FCC*, 284 F.3d 148, 165-168 (DC Cir. 2002).

<sup>9</sup> Letter from Barbara A. Kreisman, Chief, Video Division, to Clifford M. Harrington, Esq. (Dec. 6, 2013); *Allbritton Communications Co.*, Memorandum Opinion and Order, 29 FCC Rcd 9156, 9164 n. 67 (MB 2014).



and complete satisfaction by Sinclair of its obligation to make the Settlement Payment referenced in paragraph 18 of this Consent Decree. In consideration for the termination of the Investigation, Sinclair agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation or in connection with other Letters of Inquiry related to the Investigation through the Effective Date, or the existence of this Consent Decree, to institute or recommend that the Commission institute any new proceeding, formal or informal, or take any action on its own motion or recommend any such action by the Commission concerning the matters that were the subject of the Investigation or any other related investigations pending before the Bureau. 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 any proceeding concerning, or to set for hearing, the question of Sinclair's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations, and that it will not recommend that the Commission take any such action.<sup>10</sup>

13. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Sinclair shall appoint its Chief Accounting Officer to serve as Compliance Officer and to discharge the duties set forth below for the duration of the Compliance Plan. The Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Sinclair 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 or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Retransmission Consent Rules and the Ownership Rules prior to assuming his or her duties.

14. **Compliance Plan.** Sinclair agrees that it shall, within sixty (60) calendar days after the Effective Date, develop, implement, and maintain a Compliance Plan that is designed to ensure future compliance with the terms and conditions of this Consent Decree, including the following:

- (a) Sinclair shall engage independent counsel familiar with the Retransmission Consent Rules to advise it in connection with Sinclair's retransmission consent negotiations. Such advice shall include periodic updates on developments in the rules and their implementation as well as updates on standard industry practices regarding retransmission consent.
- (b) Sinclair shall consult with such counsel during retransmission consent negotiations prior to proposing any non-industry-standard, non-price term, for the purpose of ensuring Sinclair's compliance with its obligation to bargain in good faith under the Retransmission Consent Rules.

15. **Reporting Noncompliance.** Sinclair shall report any noncompliance with the Retransmission Consent Rules, the Ownership Rules, or 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 and the circumstances under which it occurred; (ii) the steps that Sinclair has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; (iv) the steps that Sinclair has taken or will take to prevent the recurrence of any such noncompliance; and (v) the schedule on which such preventive actions will be taken. All reports of noncompliance shall be submitted to Martha Heller, Chief, Policy Division, Media Bureau, Federal Communications Commission, 445 12th Street, SW, Room 4-A766, Washington, DC 20554, and submitted electronically to Martha Heller at [Martha.Heller@fcc.gov](mailto:Martha.Heller@fcc.gov) and Lyle Elder at [Lyle.Elder@fcc.gov](mailto:Lyle.Elder@fcc.gov).

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<sup>10</sup> See 47 C.F.R. § 1.93(b).

16. **Compliance Reports.** Sinclair shall file confidential Compliance Reports with the Commission six (6) calendar months after the Effective Date and every six (6) months thereafter, with the final report to be submitted one week after the termination date of the Compliance Plan.

(a) Each Compliance Report shall include:

- i. a detailed description of Sinclair's efforts during the relevant period (ending one week before the filing date of each report) to comply with the terms and conditions of this Consent Decree, the Ownership Rules, and the Retransmission Consent Rules;
  - ii. a chart listing all Non-Sinclair Stations with which Sinclair has an LMA, a JSA, an SSA, a time brokerage agreement (TBA),<sup>11</sup> or other similar agreement (with any necessary explanation), the licensee of each station, the station's DMA, and whether Sinclair has an attributable interest in the station's licensee; and
  - iii. a list of MVPDs with which Sinclair negotiated retransmission consent at any time during the relevant period, identifying, if applicable, the date on which the negotiation ended, as well as the date on which any then-current carriage agreement was or is scheduled to expire. For each MVPD, Sinclair shall provide a list of any Non-Sinclair Stations represented by Sinclair in those negotiations, the licensee of each station, the station's DMA, and whether Sinclair has an attributable interest in the station's licensee.
- (b) In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Sinclair, stating that the Compliance Officer has personal knowledge that Sinclair has established, implemented, and is maintaining the Compliance Plan and is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree.
- (c) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must be in the form set forth in Section 1.16 of the Rules<sup>12</sup> and be subscribed to as true under penalty of perjury in substantially the form set forth therein.
- (d) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Sinclair, shall provide the Commission with a detailed explanation of the reason(s) why. Such reports shall include a detailed explanation of: (i) each instance of noncompliance and the circumstances under which it occurred; (ii) the steps that Sinclair has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; (iv) the steps that Sinclair has taken or will take to prevent the recurrence of any such noncompliance; and (v) the schedule on which such preventive actions will be taken.
- (e) All Compliance Reports shall be submitted to the Chief, Policy Division, Media Bureau, Federal Communications Commission, 445 12th Street, SW, Room 4-A766, Washington, DC 20554, and submitted electronically to Martha Heller at [Martha.Heller@fcc.gov](mailto:Martha.Heller@fcc.gov) and Lyle Elder at [Lyle.Elder@fcc.gov](mailto:Lyle.Elder@fcc.gov).

17. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 13-16 shall expire thirty-six (36) months after the Effective Date.

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<sup>11</sup> Like an LMA, a TBA refers to "the sale by a licensee of discrete blocks of time to a 'broker' that supplies the programming to fill that time and sells the commercial spot announcements in it." See 47 C.F.R. § 73.3555, Note 2(j).

<sup>12</sup> 47 C.F.R. § 1.16.

18. **Settlement Payment.** Sinclair will make a settlement payment to the United States Treasury in the amount of nine million, four hundred ninety-five thousand dollars (\$9,495,000) within ninety (90) calendar days after the Effective Date (Settlement Payment). Sinclair acknowledges and agrees that, upon execution of this Consent Decree, the Settlement Payment shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).<sup>13</sup> Sinclair shall send electronic notification of payment to Martha Heller at Martha.Heller@fcc.gov, copying Lyle Elder at Lyle.Elder@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, a completed FCC Form 159 (Remittance Advice) must be submitted.<sup>14</sup> When completing the FCC Form 159, 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 should be followed based on the form of payment selected:

- 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.
- 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.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

19. **Waivers.** As of the Effective Date, each Party hereto 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. Sinclair shall retain the right to challenge Commission interpretation of the Consent Decree. 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 the Adopting Order, neither Sinclair nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Sinclair shall waive any statutory right to a trial *de novo*. Sinclair hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>15</sup> relating to the matters addressed in this Consent Decree. Notwithstanding any provision of the Consent Decree or the Adopting Order, this Consent Decree shall be void and of no further force and effect if the condition specified in paragraph 18 is not satisfied by Sinclair within the time period specified, or if the conditions specified in paragraph 12 are not satisfied by the Bureau within the time period specified.

20. **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

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

<sup>14</sup> An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

<sup>15</sup> See 5 U.S.C. § 504; 47 C.F.R. §§ 1.1501–1.1530.

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.

21. **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.

22. **Subsequent Rule or Order**. The Parties agree that, if any provision of the 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 Sinclair does not expressly consent), that provision will be superseded by such Rule or Order.

23. **Successors and Assigns**. Sinclair agrees that the provisions of this Consent Decree shall be binding on its subsidiaries, affiliates, successors, assigns, and transferees.

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

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


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

27. **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.

28. **Counterparts**. This Consent Decree may be signed in any number of 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.

\_\_\_\_\_  
William T. Lake  
Chief  
Media Bureau  
Federal Communications Commission

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Barry M. Faber  
Executive Vice President /  
General Counsel  
Sinclair Broadcast Group, Inc.

Date: July 29, 2016

## APPENDIX

### Pleadings and Other Matters Resolved

- Petition to Deny filed by C. Richard D'Amato on 9/1/2004. Sinclair filed an Opposition on 10/1/2004.
- Petition to Deny filed by Free Press on 11/1/2004. Sinclair filed an Opposition on 12/1/2004.
- Several individuals and an organization named "Sinclair Media Watch" filed informal objections to the license renewal applications of WLOS(TV) and WMYA-TV. Sinclair opposed the informal objections.
- Jan and Durl Kruse filed an informal objection to the license renewal application of WICD(TV) on 8/2/2005.
- Kathleen Robbins filed an informal objection to the license renewal applications of WICD(TV) and WICS(TV) on 8/22/2005. Sinclair opposed the informal objection on 9/2/2005.
- Maureen Holtz filed an informal objection to the license renewal applications of WICD(TV) on 8/24/2005 and WICS(TV) on 8/25/2005. Sinclair opposed the informal objection regarding WICD(TV) on 9/2/2005 and opposed the information objection regarding WICS(TV) on 9/12/2005.
- The Commission issued a Notice of Apparent Liability for Forfeiture to KATV(TV) on 5/7/2007. The former owner of the station submitted an Opposition on 5/31/2007. On 4/9/2010, the Commission issued a Forfeiture Order rejecting the Opposition and imposing an \$8,000 fine. The former owner of the station filed a Petition for Reconsideration in April 2010.

### Sinclair Station Renewal Applications to be Granted<sup>16</sup>

	Call Sign	Fac. ID	Community of License	File No.
1.	WBFF(TV)	10758	Baltimore, MD	BRC DT-20120601APF BRCT-20040527ASQ
2.	WCIV(TV)	9015	Charleston, SC	BRC DT-20120801AJY BRCT-20040730APZ
3.	WLFL(TV)	73205	Raleigh, NC	BRC DT-20120801AKV BRCT-20040730ARF
4.	WLOS(TV)	56537	Asheville, NC	BRC DT-20120801ALK BRCT-20040730AQF
5.	WMYV(TV)	25544	Greensboro, NC	BRC DT-20120801AKM

<sup>16</sup> Some of the applications listed below include one or more low power television stations or translators that is associated with the main station license being renewed. The Bureau will grant the renewals of such low power television stations and/or translators in connection with its renewal of the associated main stations' licenses.

	Call Sign	Fac. ID	Community of License	File No.
				BRCT-20040730ARP
6.	WRDC(TV)	54963	Durham, NC	BRC DT-20120801ALA BRCT-20040730ARG
7.	WXLV-TV	414	Winston-Salem, NC	BRC DT-20120801AKP BRCT-20040730ART
8.	WTTO(TV)	74138	Homewood, AL	BRC DT-20121203AQC BRCT-20041201AWE
9.	WICS(TV)	25686	Springfield, IL	BRC DT-20130801AKY BRCT-20050801ASO
10.	WJLA-TV	1051	Washington, DC	BRC DT-20120529AFT
11.	WCHS-TV	71280	Charleston, WV	BRC DT-20120601APM
12.	WRLH-TV	412	Richmond, VA	BRC DT-20120601APJ
13.	WTVZ-TV	40759	Norfolk, VA	BRC DT-20120601APP
14.	WEAR-TV	71363	Pensacola, FL	BRC DT-20121001ASC
15.	WFGX(TV)	6554	Fort Walton Beach, FL	BRC DT-20121001ASO
16.	WTCN-CA	70865	Palm Beach, FL	BRTTA-20121001AVD
17.	WTVX(TV)	35575	Fort Pierce, FL	BRC DT-20121001AUI
18.	WTWC-TV	66908	Tallahassee, FL	BRC DT-20121001ATE
19.	WWHB-CA	63557	Stuart, FL	BRTTA-20121001AVH
20.	WDKY-TV	64017	Danville, KY	BRC DT-20130401AOM
21.	WTVC(TV)	22590	Chattanooga, TN	BRC DT-20130401AOP
22.	WUXP-TV	9971	Nashville, TN	BRC DT-20130401AQT
23.	WZTV(TV)	418	Nashville, TN	BRC DT-20130401AQI
24.	WKEF(TV)	73155	Dayton, OH	BRC DT-20130603AJF

	Call Sign	Fac. ID	Community of License	File No.
25.	WKRC-TV	11289	Cincinnati, OH	BRC DT-20130603AJX
26.	WSMH(TV)	21737	Flint, MI	BRC DT-20130603AKL
27.	WSYX(TV)	56549	Columbus, OH	BRC DT-20130603ALD
28.	WTOV-TV	74122	Steubenville, OH	BRC DT-20130603AWN
29.	WWMT(TV)	74195	Kalamazoo, MI	BRC DT-20130603AJK
30.	WCGV-TV	71278	Milwaukee, WI	BRC DT-20130801AMA BRCT-20050801BBZ
31.	WICD(TV)	25684	Champaign, IL	BRC DT-20130801ALL
32.	WMSN-TV	10221	Madison, WI	BRC DT-20130801AHM
33.	WVTV(TV)	74174	Milwaukee, WI	BRC DT-20130801AMD
34.	KBSI(TV)	19593	Cape Girardeau, MO	BRC DT-20131017AJD
35.	KDNL-TV	56524	St. Louis, MO	BRC DT-20131017CDZ
36.	KDSM-TV	56527	Des Moines, IA	BRC DT-20131017AJJ
37.	KGAN(TV)	25685	Cedar Rapids, IA	BRC DT-20131017AJO
38.	KPTH(TV)	77451	Sioux City, IA	BRC DT-20131017AJT
39.	WUCW(TV)	36395	Minneapolis, MN	BRC DT-20131202CEV
40.	KAAS-TV	11912	Salinas, KS	BRC DT-20140131ANY
41.	KOCB(TV)	50170	Oklahoma City, OK	BRC DT-20140131ANA
42.	KOCW(TV)	83181	Hoisington, KS	BRC DT-20140131AOC
43.	KOKH-TV	35388	Oklahoma City, OK	BRC DT-20140131ANJ
44.	KSAS-TV	11911	Wichita, KS	BRC DT-20140131ANT
45.	KPTM(TV)	51491	Omaha, NE	BRC DT-20140203ATR
46.	KABB(TV)	56528	San Antonio, TX	BRC DT-20140327BHB

	Call Sign	Fac. ID	Community of License	File No.
47.	KFDM(TV)	22589	Beaumont, TX	BRC DT-20140327BJB
48.	KGBT-TV	34457	Harlingen, TX	BRC DT-20140327BIZ
49.	KVII-TV	40446	Amarillo, TX	BRC DT-20140327BHP
50.	WOAI-TV	69618	San Antonio, TX	BRC DT-20140327BHE
51.	KDBC-TV	33764	El Paso, TX	BRC DT-20140401AFE
52.	KEYE-TV	33691	Austin, TX	BRC DT-20140401AFL
53.	KFOX-TV	33716	El Paso, TX	BRC DT-20140401AFT
54.	KBOI-TV	49760	Boise, ID	BRC DT-20140602ASW
55.	KLEW-TV	56032	Lewiston, ID	BRC DT-20140602ATC
56.	KMYU(TV)	35822	St. George, UT	BRC DT-20140602AVC
57.	KRXI-TV	48360	Reno, NV	BRC DT-20140602BEA
58.	KSNV(TV)	10179	Las Vegas, NV	BRC DT-20140602AVR
59.	KUTV(TV)	35823	Salt Lake City, UT	BRC DT-20140602AUJ
60.	KVCW(TV)	10195	Las Vegas, NV	BRC DT-20140602AVN
61.	KVIH-TV	40450	Clovis, NM	BRC DT-20140602AST
62.	KBAK-TV	4148	Bakersfield, CA	BRC DT-20140801AFI
63.	KBFX-CD	51501	Bakersfield, CA	BRDTA-20140801AFH
64.	KFRE-TV	59013	Sanger, CA	BRC DT-20140801AFL
65.	KMPH-CD	168338	Merced-Mariposa, CA	BRDTA-20140801AFN
66.	KMPH-TV	51488	Visalia, CA	BRC DT-20140801AFO
67.	KATU(TV)	21649	Portland, OR	BRC DT-20141001CAQ
68.	KCBY-TV	49750	Coos Bay, OR	BRC DT-20141001CDG
69.	KEPR-TV	56029	Pasco, WA	BRC DT-20141001BYM



	Call Sign	Fac. ID	Community of License	File No.
70.	KIMA-TV	56033	Yakima, WA	BRC DT-20141001BYN
71.	KOMO-TV	21656	Seattle, WA	BRC DT-20141001CEA
72.	KORX-CD	71072	Walla Walla, WA	BRTTA-20141001BYA
73.	KPIC(TV)	61551	Roseburg, OR	BRC DT-20141001CDP
74.	KTVL(TV)	22570	Medford, OR	BRC DT-20141001BAY
75.	KUNP(TV)	81447	La Grande, OR	BRC DT-20141001CBA
76.	KUNS-TV	4624	Bellevue, WA	BRC DT-20141001CDZ
77.	KUNW-CD	167797	Yakima, WA	BRDTA-20141001BXZ
78.	KVAL-TV	49766	Eugene, OR	BRC DT-20141001CDL
79.	KVVK-CD	25358	Kennewick, etc., WA	BRDTA-20141001BXX
80.	WGME-TV	25683	Portland, ME	BRC DT-20141201BBD
81.	WCWN(TV)	73264	Schenectady, NY	BRC DT-20150202ADV
82.	WNYO-TV	67784	Buffalo, NY	BRC DT-20150202ABF
83.	WRGB(TV)	73942	Schenectady, NY	BRC DT-20150202ADT
84.	WSTM-TV	21252	Syracuse, NY	BRC DT-20150202ABX
85.	WUHF(TV)	413	Rochester, NY	BRC DT-20150202ABL
86.	WUTV(TV)	415	Buffalo, NY	BRC DT-20150202ABH
87.	WHP-TV	72313	Harrisburg, PA	BRC DT-20150401ADN
88.	WJAC-TV	73120	Johnstown, PA	BRC DT-20150401ADZ
89.	WPGH-TV	73875	Pittsburgh, PA	BRC DT-20150401ADV
90.	WPNT(TV)	73907	Pittsburgh, PA	BRC DT-20150401ADX

## Sima Chowdhury

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**From:** Reed, Eve <ereed@wileyrein.com>  
**Sent:** Wednesday, July 27, 2016 12:29 PM  
**To:** William Lake  
**Cc:** Martha Heller; Lyle Elder; David Brown; Wiley, Richard  
**Subject:** Sinclair - Language for Letters Terminating Non-Sinclair Station Investigations  
**Attachments:** WRFMAIN-#14013006-v3-Sinclair\_Language\_for\_Non-Sinclair\_Closure\_Letters.docx

Bill,

As a follow-up to my previous email and our discussion this morning, attached please find the language that we propose for the letters terminating the investigations with respect to the Non-Sinclair Stations.

Thank you,  
Eve

Eve Klindera Reed | Attorney at Law  
**Wiley Rein LLP**  
1776 K Street NW | Washington, DC 20006  
T: 202.719.7404 | [EReed@wileyrein.com](mailto:EReed@wileyrein.com)  
[www.wileyrein.com](http://www.wileyrein.com) | [Bio](#) | [LinkedIn](#) | [Twitter](#) | [WileyonMedia Blog](#)

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## Sima Chowdhury

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**From:** William Lake  
**Sent:** Tuesday, July 26, 2016 4:48 PM  
**To:** Rebecca Hanson  
**Subject:** RE: Sinclair Broadcast Group Covers Heroin Abuse

Not gladder than I am!

---

**From:** Rebecca Hanson [mailto:rjhanson@sbgvtv.com]  
**Sent:** Tuesday, July 26, 2016 4:47 PM  
**To:** William Lake <William.Lake@fcc.gov>  
**Subject:** RE: Sinclair Broadcast Group Covers Heroin Abuse

I am just glad you never ended up in EB!

**Rebecca Hanson**  
Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group  
703-236-9236 (office)  
202-256-2116 (cell)

---

**From:** William Lake [mailto:William.Lake@fcc.gov]  
**Sent:** Tuesday, July 26, 2016 4:45 PM  
**To:** Rebecca Hanson <rjhanson@sbgvtv.com>  
**Subject:** RE: Sinclair Broadcast Group Covers Heroin Abuse

Our friendship would have been over otherwise. ☺

---

**From:** Rebecca Hanson [mailto:rjhanson@sbgvtv.com]  
**Sent:** Tuesday, July 26, 2016 4:41 PM  
**To:** William Lake <William.Lake@fcc.gov>  
**Subject:** RE: Sinclair Broadcast Group Covers Heroin Abuse

And note how below the Media Bureau has us on the right track! And are Dems!

**Rebecca Hanson**  
Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group  
703-236-9236 (office)  
202-256-2116 (cell)

---

**From:** Rebecca Hanson  
**Sent:** Tuesday, July 26, 2016 4:40 PM  
**To:** 'William Lake' <William.Lake@fcc.gov>  
**Subject:** RE: Sinclair Broadcast Group Covers Heroin Abuse



Media Bureau

Enforcement Bureau

**Rebecca Hanson**

Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group  
703-236-9236 (office)  
202-256-2116 (cell)

**From:** Rebecca Hanson

**Sent:** Tuesday, July 26, 2016 4:38 PM

**To:** 'William Lake' <[William.Lake@fcc.gov](mailto:William.Lake@fcc.gov)>

**Subject:** RE: Sinclair Broadcast Group Covers Heroin Abuse

Yeah, they will file News Distortion claims against us, along with a business disparagement claim, cuz we said heroin was bad for you.

Also, what is up with EB? How can they not tell us what they have against us? Will this never end? Why won't they tell us? Can you get them to tell us?

Being on the outside of the FCC is so.....weird. And this is certainly no way to run a railroad!

**Rebecca Hanson**

Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group

703-236-9236 (office)  
202-256-2116 (cell)

---

**From:** William Lake [<mailto:William.Lake@fcc.gov>]  
**Sent:** Tuesday, July 26, 2016 4:29 PM  
**To:** Rebecca Hanson <[rjhanson@sbgvtv.com](mailto:rjhanson@sbgvtv.com)>  
**Subject:** RE: Sinclair Broadcast Group Covers Heroin Abuse

Ha!

Now I'll expect the heroin dealers to go after you . . . .

---

**From:** Rebecca Hanson [<mailto:rjhanson@sbgvtv.com>]  
**Sent:** Tuesday, July 26, 2016 3:36 PM  
**To:** William Lake <[William.Lake@fcc.gov](mailto:William.Lake@fcc.gov)>  
**Subject:** RE: Sinclair Broadcast Group Covers Heroin Abuse

Glad you saw this. We really do a lot of important stuff in the community. There are lots of Americans who *don't* file Petitions to Deny against us!!!!

**Rebecca Hanson**  
Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group  
703-236-9236 (office)  
202-256-2116 (cell)

---

**From:** William Lake [<mailto:William.Lake@fcc.gov>]  
**Sent:** Tuesday, July 26, 2016 3:33 PM  
**To:** Rebecca Hanson <[rjhanson@sbgvtv.com](mailto:rjhanson@sbgvtv.com)>  
**Subject:** RE: Sinclair Broadcast Group Covers Heroin Abuse

thx

---

**From:** Rebecca Hanson [<mailto:rjhanson@sbgvtv.com>]  
**Sent:** Friday, July 22, 2016 5:40 PM  
**To:** Rebecca Hanson <[rjhanson@sbgvtv.com](mailto:rjhanson@sbgvtv.com)>  
**Cc:** Catherine Farley <[cfarley@sbgvtv.com](mailto:cfarley@sbgvtv.com)>  
**Subject:** Sinclair Broadcast Group Covers Heroin Abuse

Good Afternoon, Media Bureau.

You may have heard that Congress passed sweeping legislation this month addressing painkiller abuse and the heroin addiction that often follows.

Since 2013, Sinclair has produced hundreds of local news stories and 11 town halls about the devastating impact of opioid misuse in our communities, how it got to this point, and what local leaders are doing about it. Many of these stories are archived on our stations' websites in our digital series "*Hooked on Heroin*". Attached is a list of links to around 70 of our more recent stories from stations across the country.

WJLA, our ABC affiliate here in DC, recently ran a six-part investigative series on the "*Heroin Highway*", following the path of suppliers and addicts along Interstates 70 and 81 through Maryland, West Virginia and Virginia. Here is the first installment. <http://wjla.com/features/hooked-on-heroin/heroin-highway-part-1-baltimore-lets-start-at-the-beginning>

This is just one way that Sinclair Broadcast Group informs and empowers our local communities on issues that impact us at home and on a national level.

Rebecca

**Rebecca Hanson**

Senior Vice President, Strategy and Policy

Sinclair Broadcast Group

703-236-9236 (office)

202-256-2116 (cell)

## Sima Chowdhury

---

**From:** Rebecca Hanson <rjhanson@sbgvtv.com>  
**Sent:** Tuesday, July 26, 2016 4:45 PM  
**To:** William Lake  
**Subject:** RE: Sinclair Broadcast Group Covers Heroin Abuse

Thanks. That sounds so normal, and refreshing.

**Rebecca Hanson**  
Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group  
703-236-9236 (office)  
202-256-2116 (cell)

---

**From:** William Lake [mailto:William.Lake@fcc.gov]  
**Sent:** Tuesday, July 26, 2016 4:44 PM  
**To:** Rebecca Hanson <rjhanson@sbgvtv.com>  
**Subject:** RE: Sinclair Broadcast Group Covers Heroin Abuse

Dick will know something momentarily.

---

**From:** Rebecca Hanson [mailto:rjhanson@sbgvtv.com]  
**Sent:** Tuesday, July 26, 2016 4:38 PM  
**To:** William Lake <William.Lake@fcc.gov>  
**Subject:** RE: Sinclair Broadcast Group Covers Heroin Abuse

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**From:** Rebecca Hanson [<mailto:rjhanson@sbgvtv.com>]  
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**From:** William Lake [<mailto:William.Lake@fcc.gov>]  
**Sent:** Tuesday, July 26, 2016 3:33 PM  
**To:** Rebecca Hanson <[rjhanson@sbgvtv.com](mailto:rjhanson@sbgvtv.com)>  
**Subject:** RE: Sinclair Broadcast Group Covers Heroin Abuse

thx

**From:** Rebecca Hanson [<mailto:rjhanson@sbgvtv.com>]  
**Sent:** Friday, July 22, 2016 5:40 PM  
**To:** Rebecca Hanson <[rjhanson@sbgvtv.com](mailto:rjhanson@sbgvtv.com)>  
**Cc:** Catherine Farley <[cfarley@sbgvtv.com](mailto:cfarley@sbgvtv.com)>  
**Subject:** Sinclair Broadcast Group Covers Heroin Abuse

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This is just one way that Sinclair Broadcast Group informs and empowers our local communities on issues that impact us at home and on a national level.

Rebecca

**Rebecca Hanson**  
Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group  
703-236-9236 (office)





## Sima Chowdhury

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**From:** William Lake  
**Sent:** Tuesday, July 26, 2016 3:33 PM  
**To:** Rebecca Hanson  
**Subject:** RE: Sinclair Broadcast Group Covers Heroin Abuse

thx

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**Sent:** Friday, July 22, 2016 5:40 PM  
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Rebecca

**Rebecca Hanson**  
Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group  
703-236-9236 (office)  
202-256-2116 (cell)

## Sima Chowdhury

---

**From:** Reed, Eve <ereed@wileyrein.com>  
**Sent:** Friday, July 22, 2016 6:22 PM  
**To:** William Lake  
**Cc:** Martha Heller; Lyle Elder; David Brown; Rebecca Hanson <rjhanson@sbgvtv.com> (rjhanson@sbgvtv.com); Wiley, Richard  
**Subject:** RE: Sinclair - Further Updated Discussion Draft  
**Attachments:** Change-Pro Redline with Track Changes - Sinclair Draft Consent Decree 20160722.DOCX; Sinclair Draft Consent Decree (Sinclair Edits 20160722).DOCX

I should have mentioned, the redline compares to the version that you sent us yesterday.

---

**From:** Reed, Eve  
**Sent:** Friday, July 22, 2016 6:20 PM  
**To:** 'William.Lake@fcc.gov'  
**Cc:** Martha Heller (Martha.Heller@fcc.gov); 'Lyle Elder'; 'David.Brown@fcc.gov' (David.Brown@fcc.gov)  
**Subject:** Sinclair - Further Updated Discussion Draft

Bill,

Consistent with our discussions earlier today, attached are Sinclair's further proposed edits to the draft consent decree. One thing we haven't discussed is the Adopting Order, which we would like to see a draft of early next week.

Thank you again for your time and consideration, and I hope that you have a nice weekend.

Eve

Eve Klindera Reed | Attorney at Law  
**Wiley Rein LLP**  
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T: 202.719.7404 | [EReed@wileyrein.com](mailto:EReed@wileyrein.com)  
[www.wileyrein.com](http://www.wileyrein.com) | [Bio](#) | [LinkedIn](#) | [Twitter](#) | [WileyonMedia Blog](#)

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## Sima Chowdhury

---

**From:** Rebecca Hanson <rjhanson@sbgstv.com>  
**Sent:** Friday, July 22, 2016 5:40 PM  
**To:** Rebecca Hanson  
**Cc:** Catherine Farley  
**Subject:** Sinclair Broadcast Group Covers Heroin Abuse  
**Attachments:** Sinclair Hooked on Heroin Stories.pdf

Good Afternoon, Media Bureau.

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Rebecca

**Rebecca Hanson**  
Senior Vice President, Strategy and Policy  
Sinclair Broadcast Group  
703-236-9236 (office)  
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#### **Birmingham, AL - WBMA**

- "What Alabama doctors are doing to curb the opioid abuse epidemic"  
<http://abc3340.com/news/local/what-alabama-doctors-are-doing-to-curb-the-opioid-abuse-epidemic>
- "Hoover not immune to heroin epidemic"  
<http://abc3340.com/station/talk-of-alabama/hover-not-immune-to-heroin-epidemic>
- "ABC 33/40 Town Hall – Battling Heroin"  
<http://abc3340.com/news/videos/abc-3340-town-hall-battling-heroin>

#### **Mobile, AL-Pensacola, FL - WPMI**

- "Heroin drug abuse on the rise"  
<http://local15tv.com/news/local/heroin-drug-abuse-on-the-rise>

#### **Bakersfield, CA - KBAK**

- "Heroin abuse resources in Kern County"  
<http://bakersfieldnow.com/news/hooked-on-heroin/heroin-abuse-resources-in-kern-county>
- "Heroin-related deaths in U.S. nearly quadruple"  
<http://bakersfieldnow.com/news/health/heroin-related-deaths-in-us-nearly-quadruple>

#### **Fresno-Visalia, CA - KMPH**

- "Heroin abuse resources in Fresno County"  
<http://kmp-hkfre.com/news/hooked-on-heroin/heroin-abuse-resources-in-fresno-county>

#### **Washington, DC - WJLA**

- "Town Hall in Va. Raises awareness to heroin drug abuse"  
<http://wjla.com/news/local/town-hall-in-va-raises-awareness-to-heroin-drug-abuse>
- "Former Congressmen Gingrich and Kennedy working to curb opioid addiction"  
<http://wjla.com/news/nation-world/former-congressmen-gingrich-and-kennedy-working-to-curb-opioid-addiction>
- "Heroin Highway"  
<http://wjla.com/news/news-talk/heroin-highway>
- "Warning signs of heroin addiction"  
<http://wjla.com/features/hooked-on-heroin/warning-signs-of-heroin-addiction>

#### **West Palm Beach-Fort Pierce, FL - WPEC**

- "Delray Police Chief Eyes New Position To Tackle City's Heroin Problem"  
<http://cbs12.com/news/hooked-on-heroin/delray-police-chief-eyes-new-position-to-tackle-citys-heroin-problem>

- "Police addressing increased heroin problems"  
<http://cbs12.com/news/local/police-addressing-increased-heroin-problems>
- "Heroin Help: Local Resources"  
<http://cbs12.com/news/hooked-on-heroin/heroin-help-local-resources-05-12-2016>

#### **Albany, GA - WFXL**

- "The dangers of flakka, heroin"  
<http://wfxl.com/news/local/the-dangers-of-flakka-heroin>

#### **Cedar Rapids-Waterloo-Dubuque, IA - KGAN**

- "Iowa gets \$4 million in drug addiction funds in Obama plan"  
<http://cbs2iowa.com/news/hooked-on-heroin/iowa-gets-4-million-in-drug-addiction-funds-in-obama-plan-07-05-2016>
- "Iowa Heroin Deaths Rise"  
<http://cbs2iowa.com/news/local/iowa-heroin-deaths-rise>
- "Fight to end heroin abuse continues during town hall"  
<http://cbs2iowa.com/news/hooked-on-heroin/fight-to-end-heroin-abuse-continues-during-town-hall>
- "U.S. Attorney for Iowa's Northern District Kevin Techau talks about fighting heroin in IA"  
<http://cbs2iowa.com/news/iowa-in-focus/us-attorney-for-iowas-northern-district-kevin-techau-talks-about-fighting-heroin-in-ia>

#### **Sioux City, IA - KMEG**

- "Heroin overdoses are becoming prevalent, but how about in Siouxland?"  
<http://siouxlandnews.com/news/hooked-on-heroin/heroin-overdoses-are-becoming-prevalent-but-how-about-in-siouxland>
- "Heroin help: Local resources"  
<http://siouxlandnews.com/news/hooked-on-heroin/heroin-help-local-resources-05-23-2016>
- "EMTs use Narcan to fight heroin epidemic"  
<http://siouxlandnews.com/news/local/emts-use-narcan-to-fight-heroin-epidemic>

#### **Champaign-Springfield-Decatur, IL - WICS**

- "Kincaid Police: 'We're Going After Drug Dealers'"  
<http://newschannel20.com/news/local/kincaid-police-were-going-after-drug-dealers>
- "New Drug Treatment Center Opens in Macoupin County"  
<http://newschannel20.com/news/local/new-drug-treatment-center-opens-in-macoupin-county>
- "Springfield Police See 'Explosion' in Heroin Use"  
<http://newschannel20.com/news/local/springfield-police-see-explosion-in-heroin-use>

- "Fighting Heroin Use in Logan County"  
<http://newschannel20.com/news/local/fighting-heroin-use-in-logan-county>

#### **Baltimore, MD - WBFF**

- "Heroin crisis: From addict to advocate"  
<http://foxbaltimore.com/news/local/heroin-crisis-from-addict-to-advocate>
- "Public health, law enforcement officials discuss heroin epidemic at Towson University"  
<http://foxbaltimore.com/news/local/public-health-law-enforcement-officials-discuss-heroin-epidemic-at-towson-university>

#### **Flint-Saginaw-Bay City, MI - WEYI**

- "Father using son's death from heroin overdose as inspiration to save others"  
<http://nbc25news.com/news/local/father-using-sons-death-from-heroin-overdose-as-inspiration-to-save-others>

#### **Grand Rapids-Kalamazoo-Battle Creek, MI - WWMT**

- "Program could provide millions to fight opioid abuse"  
<http://wwmt.com/news/state/program-could-provide-millions-to-fight-opioid-abuse>

#### **Columbia-Jefferson City, MO - KRCG**

- "Jessica and the heroin epidemic: something to talk about"  
<http://krcgtv.com/news/local/heroin-epidemic-something-to-talk-about>

#### **St. Louis, MO - KDNL**

- "St. Louis Heroin Epidemic: The Toll It Takes On Families"  
<http://abcstlouis.com/st-louis-heroin-epidemic-the-toll-it-takes-on-families>

#### **Las Vegas, NV - KSNV**

- "Heroin overdose deaths on the rise in Clark County"  
<http://news3lv.com/news/local/heroin-overdose-deaths-on-rise-in-clark-county>

#### **Albany-Schnectady-Troy, NY - WRGB**

- "Dozens trained to use overdose reversal drug Naloxone"  
<http://cbs6albany.com/news/local/dozens-trained-to-use-overdose-reversal-drug-naloxone>
- "Governor signs package of heroin bills to stop epidemic"  
<http://cbs6albany.com/news/local/new-york-sets-7-day-limit-on-initial-opioid-prescriptions>
- "NY Gov. Cuomo, lawmakers agree on plan to combat heroin"  
<http://cbs6albany.com/news/local/ny-gov-cuomo-lawmakers-agree-on-plan-to-combat-heroin-06-14-2016>

- "Local mom pushes for bill to charge drug dealers as murderers"  
<http://cbs6albany.com/news/local/saratoga-springs-man-indicted-for-distributing-heroin>

#### **Cincinnati, OH - WKRC**

- "DEA produces video warning police about dangers of Fentanyl"  
<http://local12.com/news/local/dea-produces-video-warning-police-about-dangers-of-fentanyl>
- "NKY Hates Heroin holds annual 5k race"  
<http://local12.com/news/local/nky-hates-heroin-holds-annual-5k-race>
- "Out of jail, off drugs: Hamilton County copies successful detox program"  
<http://local12.com/news/ hooked-on-heroin/thursday-at-6-out-of-jail-off-drugs>
- "New addiction recovery center opens in West Chester"  
<http://local12.com/news/local/new-addiction-recovery-center-opens-in-west-chester>
- "Report: NKY top of list for drug overdoses"  
<http://local12.com/news/local/report-nky-top-of-list-for-drug-overdoses>

#### **Columbus, OH - WSYX**

- "Dublin: First district in Ohio to have naloxone in its schools"  
<http://abc6onyourside.com/news/local/dublin-to-have-naloxone-in-all-20-of-its-schools>

#### **Dayton, OH - WKEF/WRGT**

- "Agencies combine to fight back against heroin addiction"  
<http://abc22now.com/news/local/agencies-combine-to-fight-back-against-heroin-addiction>

#### **Toledo, OH - WNWO**

- "Lucas Co. Sheriff to speak with White House officials about local heroin epidemic"  
<http://nbc24.com/news/local/lucas-county-sheriff-to-speak-in-dc-about-local-heroin-epidemic>
- "Your Voice, Your Future Roundtable: Heroin – The Ohio Epidemic"  
<http://nbc24.com/news/local/your-voice-your-future-roundtable-heroin-the-ohio-epidemic>
- "25 arrested, indicted after 7-month drug investigation in Hancock County"  
<http://nbc24.com/news/local/25-arrested-indicted-after-7-month-drug-investigation-in-hancock-county>
- "Hundreds attend Rep. Latta's forum on opiate abuse in Findlay"  
<http://nbc24.com/news/local/hundreds-attend-rep-lattas-forum-on-opiate-abuse-in-findlay>
- "Powerful new synthetic drug creeps into Northwest Ohio"  
<http://nbc24.com/news/local/powerful-new-synthetic-drug-creeps-into-northwest-ohio>



**Eugene, OR - KMTR**

- "Heroin use a growing epidemic on Oregon's South Coast"  
<http://nbc16.com/news/local/heroin-use-a-growing-epidemic-on-oregons-south-coast>

**Harrisburg-Lancaster-Lebanon-York, PA - WHP**

- "Dauphin Co. leaders outline efforts to combat heroin epidemic"  
<http://local21news.com/news/local/dauphin-co-leaders-outline-efforts-to-combat-heroin-epidemic>
- "Heroin epidemic made worse by mixing in painkiller, coroner says"  
<http://local21news.com/news/local/heroin-epidemic-made-worse-by-mixing-in-painkiller-coroner-says>

**Charleston, SC - WCIV**

- "Heroin-related deaths surge across U.S., Lowcountry"  
<http://abcnews4.com/news/local/heroin-related-deaths-surge-across-us-lowcountry>

**Columbia, SC - WACH**

- "Lexington County Coroner attributes 12 deaths with mixing heroin"  
<http://wach.com/news/local/lexington-county-coroner-attributes-12-deaths-with-mixing-heroin>

**Greenville-Spartanburg, SC-Ashville, NC-Anderson, SC - WLOS**

- "Heroin epidemic hits home for mountain family"  
<http://wlos.com/news/local/heroin-epidemic-hits-home-for-mountain-family>
- "Town Hall: Heroin epidemic in WNC"  
<http://wlos.com/news/local/town-hall-heroin-epidemic-in-western-north-carolina>

**Chattanooga, TN - WTVF**

- "Recovering heroin addict shares his story"  
<http://newschannel9.com/news/hooked-on-heroin/recovering-heroin-addict-shares-his-story>
- "More Parents Drug Testing Kids to Fight Heroin Addiction"  
<http://newschannel9.com/news/local/more-parents-drug-testing-kids-to-fight-heroin-addiction>
- "Local addiction fighters respond to Obama's plans to combat drug use with \$1.1 billion"  
<http://newschannel9.com/news/hooked-on-heroin/local-addiction-fighters-respond-to-obamas-plans-to-combat-drug-use-with-11-billion>

**Nashville, TN - WZTV**

- "Prescription pills crackdown sparks heroin abuse spike in Tennessee"  
<http://fox17.com/news/hooked-on-heroin/prescription-pills-crackdown-sparks-heroin-abuse-spike-in-tennessee>

**Amarillo, TX - KVII**

- "Drug agencies report more heroin coming through Amarillo"  
<http://abc7amarillo.com/news/local/drug-agencies-report-more-heroin-coming-through-amarillo>

**Austin, TX - KEYE**

- "Heroin help: Resources in Austin"  
<http://keyetv.com/news/hooked-on-heroin/heroin-help-resources-in-austin>

**El Paso, TX - KFOX**

- "Heroin abuse increases nationwide and in the Borderland"  
<http://kfoxtv.com/archive/heroin-abuse-increases-nationwide-and-in-the-borderland>
- "Local recovery center local addiction numbers continue to grow"  
<http://kfoxtv.com/news/local/local-recovery-center-local-heroin-addiction-numbers-continue-to-grow>

**San Antonio, TX - WOAI**

- "Inside heroin addiction"  
<http://news4sanantonio.com/news/local/inside-heroin-addiction>
- "Heroin addiction, deaths on the rise"  
<http://news4sanantonio.com/news/local/heroin-addiction-deaths-on-the-rise>

**Seattle, WA - KOMO**

- "SPD creating safety guidelines to protect officers, police dogs from drugs"  
<http://komonews.com/news/local/spd-creating-safety-guidelines-to-protect-officers-police-dogs-from-drugs>

**Green Bay-Appleton, WI - WLUK**

- "Local group continues the battle against heroin and other illicit drugs"  
<http://fox11online.com/news/local/fox-cities/local-group-continues-the-battle-against-heroin-and-other-illicit-drugs>

## Sima Chowdhury

---

**From:** Reed, Eve <ereed@wileyrein.com>  
**Sent:** Tuesday, July 19, 2016 3:45 PM  
**To:** William Lake  
**Cc:** Wiley, Richard  
**Subject:** Sinclair - Compliance Plan Provisions - For Negotiation Purposes Only  
**Attachments:** WRFMAIN-#14009626-v6-Sinclair\_\_14(a)\_and\_(b)\_Alternatives.DOCX; WRFMAIN-#14010172-v1-Redline\_-\_Sinclair\_\_14(a)\_and\_(b)\_Alternatives.DOCX

Bill,

Attached are the provisions discussed last evening. Thank you again for your time and consideration.

--Eve

Eve Klindera Reed | Attorney at Law  
**Wiley Rein LLP**  
1776 K Street NW | Washington, DC 20006  
T: 202.719.7404 | EReed@wileyrein.com  
[www.wileyrein.com](http://www.wileyrein.com) | [Bio](#) | [LinkedIn](#) | [Twitter](#) | [WileyonMedia Blog](#)

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## Sima Chowdhury

---

**From:** Reed, Eve <ereed@wileyrein.com>  
**Sent:** Thursday, July 14, 2016 10:56 AM  
**To:** William Lake  
**Cc:** Wiley, Richard; Rebecca Hanson <rjhanson@sbgvtv.com> (rjhanson@sbgvtv.com); Lyle Elder; Steven Broeckaert; David Brown  
**Subject:** RE: Sinclair - Revised Draft Consent Decree - For Negotiation Purposes Only

My sincere apologies, after sending I realized that the cross-reference in paragraph 21 to paragraph 11 should be to paragraph 12.

Eve

---

**From:** Reed, Eve  
**Sent:** Thursday, July 14, 2016 8:50 AM  
**To:** 'William.Lake@fcc.gov'  
**Cc:** Wiley, Richard; Rebecca Hanson <rjhanson@sbgvtv.com> (rjhanson@sbgvtv.com); 'Lyle Elder'; Steven Broeckaert; David Brown  
**Subject:** Sinclair - Revised Draft Consent Decree - For Negotiation Purposes Only

Bill,

Attached is a revised draft of the consent decree that reflects Sinclair's proposed revisions. We really appreciate your discussion with Dick last night regarding the reasons for the changes we have suggested.

Thank you for your consideration.

--Eve

Eve Klindera Reed | Attorney at Law  
**Wiley Rein LLP**  
1776 K Street NW | Washington, DC 20006  
T: 202.719.7404 | [EReed@wileyrein.com](mailto:EReed@wileyrein.com)  
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## Sima Chowdhury

---

**From:** Reed, Eve <ereed@wileyrein.com>  
**Sent:** Thursday, July 14, 2016 8:50 AM  
**To:** William Lake  
**Cc:** Wiley, Richard; Rebecca Hanson <rjhanson@sbgstv.com> (rjhanson@sbgstv.com); Lyle Elder; Steven Broeckaert; David Brown  
**Subject:** Sinclair - Revised Draft Consent Decree - For Negotiation Purposes Only  
**Attachments:** Sinclair Redline 20160714.DOCX; FCC Sinclair Settlement Non-Public DRAFT (Sinclair Edits).DOCX

Bill,

Attached is a revised draft of the consent decree that reflects Sinclair's proposed revisions. We really appreciate your discussion with Dick last night regarding the reasons for the changes we have suggested.

Thank you for your consideration.

--Eve

Eve Klindera Reed | Attorney at Law  
**Wiley Rein LLP**  
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## **Sima Chowdhury**

---

**From:** Martha Heller  
**Sent:** Wednesday, July 13, 2016 6:21 PM  
**To:** Michelle Carey; William Lake; Lyle Elder  
**Subject:** Re: Wiley re revisions to Sinclair CD

Might be a good idea to invite David Brown too. Sounds like some of the edits are on the Video issues.

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

---

**From:** Michelle Carey  
**Sent:** Wednesday, July 13, 2016 6:14 PM  
**To:** William Lake; Lyle Elder; Martha Heller  
**Subject:** Wiley re revisions to Sinclair CD

I defer to the experts! Will catch up after.

-----  
Organizer: William Lake  
When: 2:30 PM - 3:00 PM July 14, 2016  
Subject: Wiley re revisions to Sinclair CD  
Location: MB FO conf room

## Sima Chowdhury

---

**From:** William Lake  
**Sent:** Wednesday, July 13, 2016 4:11 PM  
**To:** Rebecca Hanson  
**Subject:** RE: Sinclair Announces First Diversity Scholarship Winners

Nice

---

**From:** Rebecca Hanson [mailto:rjhanson@sbgvtv.com]  
**Sent:** Wednesday, July 13, 2016 3:22 PM  
**To:** Rebecca Hanson <rjhanson@sbgvtv.com>  
**Subject:** Sinclair Announces First Diversity Scholarship Winners

**Good Afternoon, Media Bureau.**

I thought you might be interested in meeting the inaugural class of Sinclair's broadcast diversity scholars. We launched a \$500,000 scholarship fund back in February to invest in future broadcast talent. We are very excited about this program and look forward to seeing it grow over the coming years. Here they are! <https://vimeo.com/174374177>

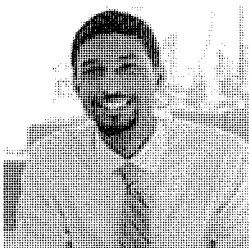
**Rebecca**

**Rebecca Hanson**  
Senior Vice President, Strategy and Policy, Sinclair Broadcast Group  
703-236-9236 (o), 202-256-2116 (c)  
\*\*\*\*\*

Today Sinclair Broadcast Group announced its 2016 scholarship recipients. The \$500,000 Sinclair Broadcast Diversity Scholarship Fund was established in 2015 to reward students aspiring to careers in broadcast journalism. Sinclair staff across the country awarded \$43,000 to nine exceptional applicants, all of whom share Sinclair's desire to make a positive difference in their communities. These students are extremely talented and include first generation college students, volunteers for local charities, interns at local radio and TV broadcast stations, writers and producers for college newspapers and presidents of associations.

The Fund complements Sinclair's existing widespread internship program, as well as Sinclair's long-standing relationships with numerous colleges, including historically black colleges and universities, in markets where Sinclair has stations. This Fund is another way for Sinclair to invest in the future of broadcast television, by ensuring that students dedicated to careers in broadcasting can complete their educations.

Congratulations to the inaugural class of Sinclair Broadcast Diversity Scholarship Fund recipients!



**Elijah Baker** is from Southfield, Michigan.

Elijah attends the Wayne State University and majors in Broadcast Journalism. He volunteers at the Wo inner-city youth. He is a member of his school's Journalism Institute for Media Diversity and writes we his school's newspaper.

## Sima Chowdhury

---

**From:** Rebecca Hanson <rjhanson@sbgstv.com>  
**Sent:** Wednesday, July 13, 2016 3:22 PM  
**To:** Rebecca Hanson  
**Subject:** Sinclair Announces First Diversity Scholarship Winners  
**Attachments:** Sinclair Scholarship Press Release.pdf

Good Afternoon, Media Bureau.

I thought you might be interested in meeting the inaugural class of Sinclair's broadcast diversity scholars. We launched a \$500,000 scholarship fund back in February to invest in future broadcast talent. We are very excited about this program and look forward to seeing it grow over the coming years. Here they are! <https://vimeo.com/174374177>

Rebecca

**Rebecca Hanson**

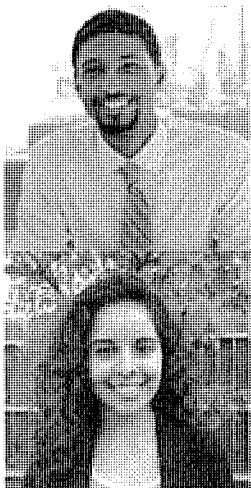
Senior Vice President, Strategy and Policy, Sinclair Broadcast Group  
703-236-9236 (o), 202-256-2116 (c)

\*\*\*\*\*

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Congratulations to the inaugural class of Sinclair Broadcast Diversity Scholarship Fund recipients!



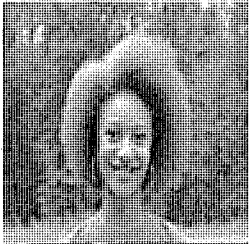
**Elijah Baker** is from Southfield, Michigan.

Elijah attends the Wayne State University and majors in Broadcast Journalism. He volunteers at the Wo inner-city youth. He is a member of his school's Journalism Institute for Media Diversity and writes we his school's newspaper.

**Maria Rodriguez** is from Delano, California.

Maria attends California State University, Bakersfield, and double majors in Spanish and Commu Journalism. She is a member of the Bakersfield Women's Business Conference R.O.S.E. mentee progr multimedia reporter at her school's newspaper, The Runner.





**Kiarra Powell** is from Mount Bethel, Pennsylvania.

Kiarra attends Pennsylvania State University and majors in Broadcast Journalism and minors in The member station serving central Pennsylvania, WSPU, and is a web writer for Penn State's lifestyle mag;



**Charlie Kadado** is from Macomb, Michigan.

Charlie attends the Wayne State University and majors in Broadcast Journalism. He works as a re government-owned station. There he covers local crime, courts and schools for a weekly news program.



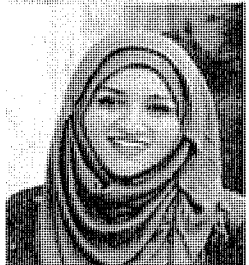
**Barbara Estrada** is from Myrtle Beach, South Carolina.

Barbara attends the University of Southern California and is majoring in broadcast journalism. She producer and assignment desk editor for USC's Annenberg TV. She is also the president and founder of Hispanic Journalists chapter.



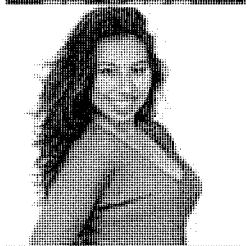
**Malika Andrews** is from Oakland, California.

Malika attends the University of Portland and majors in Organizational Communication Studies with correspondent for the Associated Press and a sports editor at her school's newspaper, The Beacon.



**Zahra Haider** is from Houston, Texas.

Zahra attends Northwestern University and is majoring in Broadcast Journalism. She is a Chicago Journa She is also a Gilman, National Merit Commended and Quest Bridge Scholar.



**Jasmine Arenas** is from Compton, California.

Jasmine attends California State University, Fullerton, and is majoring in Communications. She is the pr Tourism club at her school. She is a reporter, producer and content manager for her school's online mag



**Judith Saldivar** is from Hanford, California.

Judith attends California State University, Fresno, and is majoring in Mass Communication and Journa local Radio and Television Digital News Association club. She also interns at a local radio broadcast sta

## Sima Chowdhury

---

**From:** William Lake  
**Sent:** Wednesday, July 13, 2016 9:29 AM  
**To:** Rosenstein, Mace  
**Subject:** Re: NEXT HAPPY HOUR!

I still have Canadian seaman's papers, from a summer job for a company run by an uncle in Edmonton. They may get me ahead of you in the asylum line. :)

I can see why you love it up there.

> On Jul 13, 2016, at 8:47 AM, Rosenstein, Mace <MRosenstein@cov.com> wrote:

>

> We love it up here -- have been coming for several years and earlier this year bought a place -- looking ahead to retirement (and possibly to seeking political asylum). We regularly meet folks who came to visit and never left . . . .

>

> -----Original Message-----

> From: William Lake [mailto:William.Lake@fcc.gov]

> Sent: Wednesday, July 13, 2016 6:43 AM

> To: Rosenstein, Mace

> Subject: Re: NEXT HAPPY HOUR!

>

> Forbears scattered across Alberta, Manitoba, and Saskatchewan. I may go back after November.

>

>> On Jul 12, 2016, at 11:27 PM, Rosenstein, Mace <MRosenstein@cov.com> wrote:

>>

>> Yes -- beautiful Alberta. I didn't know you hailed from the great northwest!

>>

>> via macePad

>>

>>> On Jul 12, 2016, at 8:17 PM, William Lake <William.Lake@fcc.gov> wrote:

>>>

>>> Alberta? My ancestral home, beautiful!

>>>

>>>> On Jul 12, 2016, at 6:26 PM, Rosenstein, Mace <MRosenstein@cov.com> wrote:

>>>>

>>>> I will probably be phoning in from the deck in Canmore -- if only Louise will stop blocking the view . . . . 44 degrees this morning . . . .

>>>>

>>>> [image1.jpeg]

>>>>

>>>>

>>>> via macePad

>>>>

>>>> On Jul 12, 2016, at 3:04 PM, Rebecca Hanson <rjhanson@sbgvtv.com<mailto:rjhanson@sbgvtv.com>> wrote:

>>>>

>>>> I will be there. I will be coming straight from the day-long FCC Homeland Security Counterintelligence Meeting on US Communications Infrastructure, so I will definitely be ready for a drink!

>>>>

>>>> Rebecca Hanson  
>>>> Senior Vice President, Strategy and Policy Sinclair Broadcast Group  
>>>> 703-236-9236 (office)  
>>>> 202-256-2116 (cell)  
>>>>  
>>>> From: Lucey, Anne [mailto:anne.lucey@cbs.com]  
>>>> Sent: Tuesday, July 12, 2016 4:43 PM  
>>>> To: William Lake  
>>>> <William.Lake@fcc.gov<mailto:William.Lake@fcc.gov>>; Maureen  
>>>> OConnell  
>>>> <MOConnell@ocstrategies.com<mailto:MOConnell@ocstrategies.com>>;  
>>>> Barbara Kreisman  
>>>> <Barbara.Kreisman@fcc.gov<mailto:Barbara.Kreisman@fcc.gov>>;  
>>>> Rebecca Hanson <rjhanson@sbgvtv.com<mailto:rjhanson@sbgvtv.com>>;  
>>>> Mace Rosenstein <mrosenstein@cov.com<mailto:mrosenstein@cov.com>>;  
>>>> Jared Sher <jsher@21cf.com<mailto:jsher@21cf.com>>  
>>>> Subject: RE: NEXT HAPPY HOUR!  
>>>>  
>>>> Is this the final HH before MB MVI?  
>>>>  
>>>> From: William Lake [mailto:William.Lake@fcc.gov]  
>>>> Sent: Tuesday, July 12, 2016 4:42 PM  
>>>> To: Maureen OConnell; Barbara Kreisman; Lucey, Anne; Rebecca  
>>>> Hanson; Mace Rosenstein; Jared Sher  
>>>> Subject: RE: NEXT HAPPY HOUR!  
>>>>  
>>>> Point of personal privilege: Request permission to be there and be square.  
>>>>  
>>>> From: Maureen OConnell [mailto:MOConnell@ocstrategies.com]  
>>>> Sent: Tuesday, July 12, 2016 4:34 PM  
>>>> To: William Lake  
>>>> <William.Lake@fcc.gov<mailto:William.Lake@fcc.gov>>; Barbara  
>>>> Kreisman  
>>>> <Barbara.Kreisman@fcc.gov<mailto:Barbara.Kreisman@fcc.gov>>; Lucey,  
>>>> Anne <anne.lucey@cbs.com<mailto:anne.lucey@cbs.com>>; Rebecca  
>>>> Hanson <rjhanson@sbgvtv.com<mailto:rjhanson@sbgvtv.com>>; Mace  
>>>> Rosenstein <mrosenstein@cov.com<mailto:mrosenstein@cov.com>>; Jared  
>>>> Sher <jsher@21cf.com<mailto:jsher@21cf.com>>  
>>>> Subject: NEXT HAPPY HOUR!  
>>>>  
>>>> Be there or be square! July 21, at the Source. Some number of us will try to arrive between 5:15-5:30 to reserve a  
table; so join when you can. Let me know whether you can attend so we hold enough chairs.  
>>>>  
>>>> YEAH!  
>>>> Maureen  
>>>>  
>>>> Maureen O'Connell  
>>>> OC Strategies  
>>>> 202-494-9319  
>>>> Moconnell@ocstrategies.com<mailto:Moconnell@ocstrategies.com>  
>>>>  
>>>>

>>>> <image1.jpeg>

>

## Sima Chowdhury

---

**From:** William Lake  
**Sent:** Thursday, June 16, 2016 3:14 PM  
**To:** Lucey, Anne; Sher, Jared; Barbara Kreisman; Rebecca Hanson  
**Cc:** Mace Rosenstein; Maureen O' Connell (Moconnell@ocstrategies.com)  
**Subject:** RE: HH before MB moves to MVI?

Works for me. 6 pm?

-----Original Message-----

From: Lucey, Anne [mailto:anne.lucey@cbs.com]  
Sent: Thursday, June 16, 2016 3:04 PM  
To: Sher, Jared <jsher@21cf.com>; Barbara Kreisman <Barbara.Kreisman@fcc.gov>; Rebecca Hanson <rjhanson@sbgvtv.com>; William Lake <William.Lake@fcc.gov>  
Cc: Mace Rosenstein <MRosenstein@cov.com>; Maureen O' Connell (Moconnell@ocstrategies.com) <Moconnell@ocstrategies.com>  
Subject: RE: HH before MB moves to MVI?

We're good to go, gang.....June 30.

....and adding Maureen, fyi.

How about The Source?

-----Original Message-----

From: Sher, Jared [mailto:jsher@21cf.com]  
Sent: Thursday, June 16, 2016 3:01 PM  
To: Barbara Kreisman; Rebecca Hanson; Lucey, Anne; William Lake  
Cc: Mace Rosenstein  
Subject: RE: HH before MB moves to MVI?

And here. Thanks!

Jared S. Sher  
Senior Vice President, Associate General Counsel

21st Century Fox  
400 North Capitol Street, NW  
Suite 890  
Washington, DC 20001  
T 202 824 6518  
jsher@21CF.com

-----Original Message-----

From: Barbara Kreisman [mailto:Barbara.Kreisman@fcc.gov]  
Sent: Thursday, June 16, 2016 2:58 PM  
To: Rebecca Hanson; Lucey, Anne; William Lake  
Cc: Sher, Jared; Mace Rosenstein  
Subject: RE: HH before MB moves to MVI?

Me too

-----Original Message-----

From: Rebecca Hanson [mailto:rjhanson@sbgvtv.com]

Sent: Thursday, June 16, 2016 12:30 PM

To: Lucey, Anne <anne.lucey@cbs.com>; William Lake <William.Lake@fcc.gov>

Cc: Barbara Kreisman <Barbara.Kreisman@fcc.gov>; Jared Sher <jsher@21CF.com>; Mace Rosenstein <MRosenstein@cov.com>

Subject: RE: HH before MB moves to MVI?

That works for me too!

Rebecca Hanson

Senior Vice President, Strategy and Policy Sinclair Broadcast Group

703-236-9236 (office)

202-256-2116 (cell)

-----Original Message-----

From: Lucey, Anne [mailto:anne.lucey@cbs.com]

Sent: Thursday, June 16, 2016 12:21 PM

To: William Lake <William.Lake@fcc.gov>

Cc: Rebecca Hanson <rjhanson@sbgvtv.com>; Barbara Kreisman <Barbara.Kreisman@fcc.gov>; Jared Sher <jsher@21CF.com>; Mace Rosenstein <MRosenstein@cov.com>

Subject: Re: HH before MB moves to MVI?

Thurs the 30th would be great!

> On Jun 16, 2016, at 12:09 PM, William Lake <William.Lake@fcc.gov> wrote:

>

> Next Thurs or the following Thurs look good to me.

>

> -----Original Message-----

> From: Rebecca Hanson [mailto:rjhanson@sbgvtv.com]

> Sent: Thursday, June 16, 2016 10:41 AM

> To: Lucey, Anne <anne.lucey@cbs.com>; William Lake

> <William.Lake@fcc.gov>; Barbara Kreisman <Barbara.Kreisman@fcc.gov>;

> Jared Sher <jsher@21CF.com>; Mace Rosenstein <MRosenstein@cov.com>

> Subject: RE: HH before MB moves to MVI?

>

> You beat me to it! I could do next Wednesday or Thursday.

>

> Rebecca Hanson

> Senior Vice President, Strategy and Policy Sinclair Broadcast Group

> 703-236-9236 (office)

> 202-256-2116 (cell)

>

> -----Original Message-----

> From: Lucey, Anne [mailto:anne.lucey@cbs.com]

> Sent: Thursday, June 16, 2016 10:39 AM

> To: William T. Lake <william.lake@fcc.gov>; Rebecca Hanson

> <rjhanson@sbgvtv.com>; Barbara Kreisman <barbara.kreisman@fcc.gov>;  
> Jared Sher <jsher@21CF.com>; Mace Rosenstein <MRosenstein@cov.com>  
> Subject: HH before MB moves to MVI?  
>  
> Next week? Week after?  
>

## Sima Chowdhury

---

**From:** Barbara Kreisman  
**Sent:** Thursday, June 16, 2016 2:58 PM  
**To:** Rebecca Hanson; Lucey, Anne; William Lake  
**Cc:** Jared Sher; Mace Rosenstein  
**Subject:** RE: HH before MB moves to MVI?

Me too

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Subject: RE: HH before MB moves to MVI?

That works for me too!

Rebecca Hanson  
Senior Vice President, Strategy and Policy Sinclair Broadcast Group  
703-236-9236 (office)  
202-256-2116 (cell)

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> To: Lucey, Anne <anne.lucey@cbs.com>; William Lake

> <William.Lake@fcc.gov>; Barbara Kreisman <Barbara.Kreisman@fcc.gov>;

> Jared Sher <jsher@21CF.com>; Mace Rosenstein <MRosenstein@cov.com>

> Subject: RE: HH before MB moves to MVI?

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> Rebecca Hanson  
> Senior Vice President, Strategy and Policy Sinclair Broadcast Group  
> 703-236-9236 (office)  
> 202-256-2116 (cell)  
>  
> -----Original Message-----  
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> Sent: Thursday, June 16, 2016 10:39 AM  
> To: William T. Lake <william.lake@fcc.gov>; Rebecca Hanson  
> <rjhanson@sbgvtv.com>; Barbara Kreisman <barbara.kreisman@fcc.gov>;  
> Jared Sher <jsher@21CF.com>; Mace Rosenstein <MRosenstein@cov.com>  
> Subject: HH before MB moves to MVI?  
>  
> Next week? Week after?  
>

## Sima Chowdhury

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**To:** Lucey, Anne; William Lake  
**Cc:** Barbara Kreisman; Jared Sher; Mace Rosenstein  
**Subject:** RE: HH before MB moves to MVI?

That works for me too!

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Senior Vice President, Strategy and Policy Sinclair Broadcast Group  
703-236-9236 (office)  
202-256-2116 (cell)

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> Senior Vice President, Strategy and Policy Sinclair Broadcast Group

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> Sent: Thursday, June 16, 2016 10:39 AM

> To: William T. Lake <william.lake@fcc.gov>; Rebecca Hanson

> <rjhanson@sbgstv.com>; Barbara Kreisman <barbara.kreisman@fcc.gov>;

> Jared Sher <jsher@21CF.com>; Mace Rosenstein <MRosenstein@cov.com>  
> Subject: HH before MB moves to MVI?  
>  
> Next week? Week after?  
>

## **Sima Chowdhury**

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**From:** Martha Heller  
**Sent:** Monday, March 14, 2016 4:02 PM  
**To:** William Lake;Michelle Carey;Brendan Murray;Pamela Gallant  
**Subject:** RE: Sinclair, APTS etc re ATSC 3.0

Pam, I'd be happy to explain what this meeting is about. And, please ignore the statement below to invite others who may be interested. Sinclair has since requested that we keep this meeting to a small group.

Thanks,  
Martha

-----Original Appointment-----

**From:** Carolyn Davis **On Behalf Of** William Lake  
**Sent:** Monday, March 14, 2016 3:48 PM  
**To:** Michelle Carey; Martha Heller; Brendan Murray; Pamela Gallant; William Lake  
**Subject:** Sinclair, APTS etc re ATSC 3.0  
**When:** Tuesday, March 22, 2016 3:30 PM-4:30 PM (UTC-05:00) Eastern Time (US & Canada).  
**Where:** MB Front Office Conf. Room 3-C732

TIME CHANGE – HOPE IT WORKS

Rebecca tells me they are not doing meetings on the 8<sup>th</sup> floor yet about ATSC 3.0, though a meeting that she had with Holly on something else drifted into a discussion of 3.0 and a petition in the works on that subject.

But Rebecca and others would like to come and brief us about what is likely to be in a petition, which may be filed in the coming months if not weeks.

Feel free to invite others.

I don't think we need to have OET in this meeting, but please let me know if you disagree. Pearl met with OET a few months ago about interference issues.

## Sima Chowdhury

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**From:** Martha Heller  
**Sent:** Monday, March 14, 2016 3:36 PM  
**To:** Carolyn Davis  
**Cc:** William Lake;Michelle Carey  
**Subject:** Meeting with Sinclair on 3/22

Hi Carolyn,

Bill would like to make a couple of adjustments to the scheduler for the meeting scheduled on 3/22 with Sinclair. Could you please take Mary Beth, Steve Broeckert, and Maria Mullarkey off the scheduler? In doing so, please let them know this is because Sinclair specifically requested a small meeting. Can you also add Pam Gallant to the scheduler?

If you have questions, please let me know.

Thanks,  
Martha

Martha E. Heller  
Chief, Policy Division, Media Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street SW, Room 4-A766  
Washington, DC 20554  
(t) 202.418.0426  
Martha.Heller@fcc.gov

**From:** [Colin Byrd](#)  
**To:** [FOIA](#)  
**Subject:** Byrd-FCC Message 1 Aug 2016  
**Date:** Monday, August 01, 2016 5:54:38 PM

---

Sir or Madam:

Please allow this message to serve as my request, under the Freedom of Information Act, that you provide the settlement relating to Sinclair Broadcast Group being fined \$9.5M by the FCC for violating good-faith retransmission bargaining obligations.

Warm regards,

Colin Byrd

## Sima Chowdhury

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**From:** Sima Chowdhury  
**Sent:** Tuesday, August 23, 2016 5:14 PM  
**To:** (b) (6)  
**Cc:** Michael Perko (Michael.Perko@fcc.gov)  
**Subject:** FOIA 2016-808

Mr. Byrd:

This communication is in reference to your Freedom of Information Act (FOIA) request (Control No. 2016-808) for a copy of the recent consent decree entered into by Sinclair Broadcasting Group, Inc. (Sinclair) and the Federal Communications Commission. Your request was received on August 2, 2016.

The FOIA is designed to provide access to agency records not routinely made available to the public. The record you have requested is publicly available on the Commission's website and is linked here, for your convenience ([http://transition.fcc.gov/Daily\\_Releases/Daily\\_Business/2016/db0729/DA-16-856A1.pdf](http://transition.fcc.gov/Daily_Releases/Daily_Business/2016/db0729/DA-16-856A1.pdf)).

Your FOIA request will be closed, effective today. If you have any questions, please contact this office.

Sincerely,  
Sima Chowdhury

---

Sima Neela Chowdhury  
Attorney-Advisor  
Office of Communications & Industry Information  
Media Bureau  
(202) 418-2708

Federal Communications Commission  
445 12th Street, SW  
Washington, DC 20554



November 9, 2017

FOIA Officer  
Federal Communications Commission  
Submitted via Webform

Re: Freedom of Information Act Request

Dear FOIA Officer:

Pursuant to the Freedom of Information Act, Allied Progress requests access to and copies of all requests submitted by Sinclair Broadcast Group for waivers of FCC rules at any point since and including January 20, 2017.

We also request all correspondence sent by the FCC to Sinclair Broadcast Group in response to any request for a waiver during this time period.

If possible, I would prefer to receive this information electronically via e-mail at [karl@alliedprogress.org](mailto:karl@alliedprogress.org). If you have questions or need additional information, please feel free to call me at (b) (6) [REDACTED]

**Fee Waiver Request**

Allied Progress requests a waiver of fees because disclosure of the requested information is "in the public interest because it is likely to contribute significantly to public understanding" of government operations and is not "primarily in the commercial interest of the requester." The disclosure of the information sought under this request will document and reveal the operations of the federal government, including how public funds are spent and how officials conduct the public's business.

The proposed merger of Sinclair Broadcasting Group and Tribune Media has received widespread news coverage over the past weeks and months and there is substantial public interest in the FCC's role as it pertains to the merger. Specifically, there has been noted public interest in how the FCC has gone about its decision-making in regard to rule changes and other policy decisions which directly impact the proposed merger.

This request is primarily and fundamentally for non-commercial purposes. As a project of a 501(c)(3) organization, Allied Progress does not have a commercial purpose and the release of the information requested is not in Allied Progress's financial interest. Allied Progress's mission is to give voice to hard-working Americans by standing up to Wall Street and other powerful special interests and holding their allies in Congress and the White House accountable. Allied Progress will use the information gathered, and its analysis of it, to



educate the public through reports, press releases, or other media. Allied Progress will also make materials it gathers available on its public website.

Accordingly, Allied Progress qualifies for a fee waiver.

### **Request for Expedited Processing**

On July 6, 2017, the Federal Communications Commission announced the pleading cycle had begun concerning Sinclair Broadcast Group's efforts to acquire Tribune Media. As part of this process, there is a 180-day timeline for a final decision to be made on the merger's approval. It is crucial that the public have access to the information sought in this request to determine the FCC's objectivity as they consider the merger. As 109 days have already passed within the 180-day period – and given the length of time it has taken the FCC to process previous FOIA requests – we request expedited processing so the public may have time to process this information for use in informing their elected representatives as to their opinions on the merger.

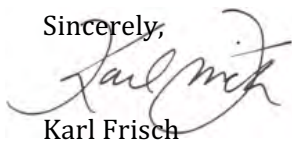
Allied Progress certifies these facts are true and correct and requests expedited processing for this request.

### **Conclusion**

If my request is denied in whole or part, I ask that you justify all deletions by reference to specific exemptions of the act. Additionally, if any documents are withheld based on the Agency's interpretation of any exemption, Allied Progress requests that you provide an index of those documents as required under *Vaughn v. Rosen*, 484 F.2d 820 (D.C. Cir. 1973), *cert. denied*, 415 U.S. 977 (1974). Specifically, this *Vaughn* index should describe withheld documents with enough specificity to determine whether the material is exempt under the act and must describe each document or portion withheld.

Thank you for your assistance.

Sincerely,



Karl Frisch  
Executive Director  
Allied Progress

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<sup>1</sup> <https://www.fcc.gov/transaction/sinclair-tribune>



Federal Communications Commission  
Washington, D.C. 20554

November 24, 2017

In Reply Refer to:  
FOIA 2018-101

Mr. Karl Frisch  
Allied Progress  
1220 L Street, NW  
Suite 100/364  
Washington, D.C. 20006

Dear Mr. Frisch:

This letter is in response to your Freedom of Information Act (FOIA) request, on behalf of Allied Progress, for copies of requests to waive the Federal Communications Commission's rules submitted by Sinclair Broadcast Group (SBG) from January 20, 2017 to the present. You also seek records of correspondence from the Commission to SBG in response to any request for a waiver within the same timeframe. Your request was received by this office on November 13, 2017.

The FOIA is designed to provide access to records in the custody of an agency that are not routinely made available to the public.<sup>1</sup> Commission staff has searched agency files and located no records responsive to your request.

Allied Progress has been classified as an educational or non-commercial scientific organization for the purpose of assessing fees under the FOIA. Accordingly, you are required to pay for the cost of duplication of records in excess of 100 pages.<sup>2</sup> Because your request did not require duplication of records, there are no fees associated with your request.<sup>3</sup>

If you consider this to be a denial of your FOIA request, you may seek review by filing an application for review with the Office of General Counsel. An application for review must be *received* by the Commission within 90 calendar days of the date of this letter.<sup>4</sup> You may file an application for review by mailing the application to Federal Communications Commission, Office of General Counsel, 445 12<sup>th</sup> St SW, Washington, DC 20554, or you may file your application for review electronically by e-mailing it to [FOIA-Appeal@fcc.gov](mailto:FOIA-Appeal@fcc.gov). Please caption

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<sup>1</sup> See 5 U.S.C. § 552 (a)(3)(A); 47 C.F.R. § 0.461.

<sup>2</sup> See 47 C.F.R. § 0.470(a)(2).

<sup>3</sup> You submitted a request for a waiver of fees pursuant to 47 C.F.R. § 0.470(e). Because no fees were assessed, the Commission's Office of General Counsel made no determination with respect to your waiver request.

<sup>4</sup> 47 C.F.R. §§ 0.461(j), 1.115; 47 C.F.R. § 1.7 (documents are considered filed with the Commission upon their receipt at the location designated by the Commission).

the envelope (or subject line, if via e-mail) and the application itself as "Review of Freedom of Information Action."

If you would like to discuss this response before filing an application for review to attempt to resolve your dispute without going through the appeals process, you may contact the Commission's FOIA Public Liaison for assistance at:

Federal Communications Commission  
Office of the Managing Director  
Performance Evaluation and Records Management  
Attn: FOIA Public Liaison  
445 12<sup>th</sup> St SW, Washington, DC 20554  
[FOIA-Public-Liaison@fcc.gov](mailto:FOIA-Public-Liaison@fcc.gov)

Finally, if you are not able to resolve your FOIA dispute through the Commission's FOIA Public Liaison, the Office of Government Information Services (OGIS), the Federal FOIA Ombudsman's office, offers mediation services to help resolve disputes between FOIA requesters and Federal agencies. The contact information for OGIS is:

Office of Government Information Services  
National Archives and Records Administration  
8601 Adelphi Road-OGIS  
College Park, MD 20740-6001  
202-741-5770  
877-684-6448  
[ogis@nara.gov](mailto:ogis@nara.gov)  
[ogis.archives.gov](http://ogis.archives.gov)

Sincerely,



Michael S. Perko  
Chief, Office of Communications and  
Industry Information  
Media Bureau

**Request Details**  
**Request Type :** FOIA

**Status :** Closed **Due Date :** 06/29/2016

3



**Request Details**

Tracking Number : FCC-2016-000657	Submitted Date : 05/30/2016
Requester : Mr. Chris O'Donnell	Perfected Date : 06/01/2016
Organization : Tampa Bay Times	Last Assigned Date : 06/06/2016
Requester Has Account : Yes	Fee Limit : \$25.00
Email Address : codonnell@tampabay.com	Request Track : Simple
Phone Number : (b) (6)	Due Date : 06/29/2016
Fax Number : N/A	Assigned To : (b) (6) (Media Bureau)
Address : 1000 N. Ashley Drive Suite 700	Last Assigned By : (b) (6) (Media Bureau)
City : Tampa	
State/Province : FL	
Zip Code/Postal Code : 33602	

Submission Details

Case File

Admin Cost

Assigned Tasks

Comments (0)

Review

**Request Handling**

Requester Info Available to the Public : No	Request Perfected : Yes
Request Track : Simple	Perfected Date : 06/01/2016
Fee Category : Media/Educational	Acknowledgement Sent Date :
Fee Waiver Requested: No	Unusual Circumstances ? : No
Fee Waiver Status: N/A	Litigation : No
Expedited Processing Requested : No	
Expedited Processing Status : N/A	

**Request Description**

Short Description :

Documents, emails, correspondence related to the purchase of the Tampa Tribune going back to Dec 1 2015.

Description Available to the Public : No

Has Description Been Modified? ☒ 104/2000

Documents, emails, correspondence related to the purchase of the Tampa Tribune going back to Dec 1 2015.

**Additional Information**

Key Words or Phrases : Tampa Tribune

**Attached Supporting Files**

No supporting files have been added.

**Request Details**  
**Request Type :** FOIA

**Status :** Closed **Due Date :** 08/23/2017

19



**Request Details**

Tracking Number : FCC-2017-000834	Submitted Date : 07/20/2017
Requester : Ruthann Caudill	Perfected Date : 07/24/2017
Organization : N/A	Last Assigned Date : 07/26/2017
Requester Has Account : No	Fee Limit : \$25.00
Email Address : (b) (6)	Request Track : Simple
Phone Number : (b) (6)	Due Date : 08/23/2017
Fax Number : N/A	Assigned To : (b) (6) (Media Bureau)
Address : (b) (6)	Last Assigned By : (b) (6) (Media Bureau)
City :	
State/Province :	
Zip Code/Postal Code :	

Submission Details

Case File

Admin Cost

Assigned Tasks

Comments (0)

Review

**Request Handling**

Requester Info Available to the Public : No	Request Perfected : Yes
Request Track : Simple	Perfected Date : 07/24/2017
Fee Category : Other	Acknowledgement Sent Date :
Fee Waiver Requested: Yes	Unusual Circumstances ? : Yes
Fee Waiver Status: Not Billable	The request was tolled for two days pending receipt of clarification of the scope of the request.
Expedited Processing Requested :	
Expedited Processing Status : N/A	Litigation : No

**Request Description**

Short Description :  
Contracts with the Tribune

Please send me the contracts with the Tribune. Please provide the names of the owners. Please provide which types of media are involved ie TV., news, online, etc. Please provide me with the amount of land and other holdings that the FCC has allowed the Corporation of the Church of Jesus Christ of Latterday-Saints or the Church of Jesus Christ of Latter-day Saints to obtain. Please provide me with all of the FCC contracts with the Church and in what areas.

Description Available to the Public : No

Has Description Been Modified? ☒ 458/2000

Please send me the contracts with the Tribune. Please provide the names of the owners. Please provide which types of media are involved ie TV, news, online, etc. Please provide me with the amount of land and other holdings that the FCC has allowed the Corporation of the Church of Jesus Christ of Latterday-Saints or the Church of Jesus Christ of Latter-day Saints to obtain. Please provide me with all of the FCC contracts with the Church and in what areas.

**Additional Information**

Key Words or Phrases : ^Church of Jesus Christ of Latter-day Saints

**Attached Supporting Files**

No supporting files have been added.


**Request Details**  
**Request Type :** FOIA

**Status :** Closed **Due Date :** 08/24/2017

 18



**Request Details**

Tracking Number : FCC-2017-000849	Submitted Date : 07/24/2017
 Requester : Ruthann Caudill	Perfected Date : 07/25/2017
Organization : N/A	Last Assigned Date : 07/26/2017
Requester Has Account : No	Fee Limit : \$25.00
Email Address : (b) (6)	Request Track : Simple
Phone Number : (b) (6)	Due Date : 08/24/2017
Fax Number : N/A	Assigned To : (b) (6) (Media Bureau)
Address : (b) (6) .	Last Assigned By : (b) (6) (Media Bureau)
City :	
State/Province :	
Zip Code/Postal Code :	

Submission Details

Case File

Admin Cost

Assigned Tasks

Comments (1)

Review

**Request Handling**

Requester Info Available to the Public : <input type="text" value="No"/>	Request Perfected : Yes
Request Track : <input type="text" value="Simple"/>	Perfected Date : 07/25/2017
Fee Category : <input type="text" value="Other"/>	Acknowledgement Sent Date : <input type="text"/>
Fee Waiver Requested: No	Unusual Circumstances ? : Yes
Fee Waiver Status: N/A	The request was tolled for two days pending receipt of clarification of the scope of the request.
Expedited Processing Requested : No	
Expedited Processing Status : N/A	Litigation : <input type="text" value="No"/>

**Request Description**

Short Description :  
Contracts that the Salt Lake City Tribune has with other companies

Please send me the contracts that the Salt Lake City Tribune has with other companies. Please include any applications by the Tribune and who signed them. Please send me the names of the Supervisors of the people who signed the Tribune's applications.

Description Available to the Public :  Has Description Been Modified? ☒ 252/2000

Please send me the contracts that the Salt Lake City Tribune has with other companies. Please include any applications by the Tribune and who signed them. Please send me the names of the Supervisors of the people who signed the Tribune's applications.

**Additional Information**

Key Words or Phrases : ^Tribune



**Attached Supporting Files**

No supporting files have been added.

FOIA Public Liaison  
Federal Communications Commission  
ATTN: FREEDOM OF INFORMATION ACT REQUEST  
445-12th Street, SW, Room 1-A836  
Washington, DC 20554

April 18, 2017

Dear Sir or Madam:

This is a request under the Freedom of Information Act. I hereby request the following records: All communications between executives of and lobbyists from Sinclair Broadcast Group (including Rebecca Hanson, Doron Gorsheim, David Dennison Smith, Christopher S. Ripley, Barry M. Faber, David Gibber, John Solomon, and David B. Amy) and the Trump administration's FCC landing team (including David Morken, Roslyn Layton, Jeff Eisenach, Patricia Paoletta, Carolyn Roddy, and Mark Jamison), between November 9, 2016 and today.

As a representative of the news media I am only required to pay for the direct cost of duplication after the first 100 pages. Through this request, I am gathering information on the possibility of the FCC altering or waiving media ownership limits. That is of current interest to the public as numerous media reports (<https://www.bloomberg.com/news/articles/2017-03-08/new-tv-rules-under-gop-led-fcc-could-lead-to-m-a-free-for-all>, <https://www.bna.com/trumps-fcc-expected-n57982082852>) have indicated this is likely with the new FCC majority and that Sinclair is seeking such a change.

This information is being sought on behalf of ThinkProgress.org (an online news service) for dissemination to the general public and this request is not being made for commercial purposes. I am a reporter with ThinkProgress, an online news site with a national audience seeking these documents entirely for news-gathering purposes.

I would like to receive the information in the following format: electronic.

Please waive any applicable fees. Release of the information is in the public interest because it has a huge interest in who owns media outlets, how those limits are set, and the relationship between corporations and the people making those determinations. In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request.

If my request is denied in whole or part, I ask that you justify all deletions by reference to specific exemptions of the act. I will also expect you to release all segregable portions of otherwise exempt material. I, of course, reserve the right to appeal your decision to withhold any information or to deny a waiver of fees.

As I am making this request as a journalist and this information is of timely value, I would appreciate your communicating with me by email or telephone, rather than by mail, if you have questions regarding this request.

Please provide expedited processing of this request which concerns a matter of urgency. As a journalist, I am primarily engaged in disseminating information. The public has an urgent need for information because the FCC is

expected to act in the immediate future in response to Sinclair's requests and without transparency, the public will not know who has been lobbying its leadership on this issue and how. News reports indicate action could come "as soon as April."

I certify that my statements concerning the need for expedited processing are true and correct to the best of my knowledge and belief.

I look forward to your reply within 20 business days, as the statute requires.

Sincerely,

Josh Israel

---

On April 18, 2017:

Thank you for contacting the Freedom of Information Act (FOIA) Requester Service Center at the Federal Communications Commission. On December 14, 2016, the Commission adopted an Order amending its rules implementing the FOIA. One of the changes made was that the FCC would no longer accept FOIA requests via facsimile or email. Therefore we are not accepting requests through this email address (FOIA@fcc.gov) and this address will no longer be monitored for incoming requests.

In order to submit this request, please resend it via one of the following two options:

1. You may submit your request electronically through FOIAonline. By accepting submissions in this manner, the FCC seeks to make the processing of FOIA requests more efficient and provide requesters with a means of tracking the status of their request. FOIAonline is easy to use. You can submit a single request as a guest, or sign up as a registered user for additional capabilities. You can access FOIAonline at <https://foiaonline.regulations.gov/>, choose "Make a FOIA Request" and, using the drop down menu, select Federal Communications Commission.

2. You may send your request via surface mail. If you choose this option you must: (a) write the words "Freedom of Information Act Request" at the top of your letter and on the outside of the mailing envelope, (b) date your request, (c) give us your daytime telephone number and/or daytime e-mail contact address so that our staff can get in touch with you during normal business hours if they have questions, and (d) provide as much information as possible regarding each document you are seeking. You should also specify the maximum search fee that you are prepared to pay for this request. Send your letter to the following address:

Federal Communications Commission  
445 12th Street, S.W., Room 1-A836  
Washington, D.C. 20554

Our apologies for any inconvenience. Should you encounter problems with submitting your request, feel free to contact us at (202) 418-0440.

Sincerely,

Federal Communications Commission  
Freedom of Information Act Requester Service Center

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On April 18, 2017:

To Whom It May Concern:

I wanted to follow up on the following Freedom of Information request, copied below, and originally submitted on March 21, 2017. Please let me know when I can expect to receive a response, or if further clarification is needed.

Thanks for your help, and let me know if further clarification is needed.

---

On March 21, 2017:

Dear Sir or Madam:

This is a request under the Freedom of Information Act. I hereby request the following records: All communications between executives of and lobbyists from Sinclair Broadcast Group (including Rebecca Hanson, Doron Gorsheim, David Dennison Smith, Christopher S. Ripley, Barry M. Faber, David Gibber, John Solomon, and David B. Amy) and the Trump administration's FCC landing team (including David Morken, Roslyn Layton, Jeff Eisenach, Patricia Paoletta, Carolyn Roddy, and Mark Jamison), between November 9, 2016 and today.

As a representative of the news media I am only required to pay for the direct cost of duplication after the first 100 pages. Through this request, I am gathering information on the possibility of the FCC altering or waiving media ownership limits. That is of current interest to the public as numerous media reports (<https://www.bloomberg.com/news/articles/2017-03-08/new-tv-rules-under-gop-led-fcc-could-lead-to-m-a-free-for-all>, <https://www.bna.com/trumps-fcc-expected-n57982082852>) have indicated this is likely with the new FCC majority and that Sinclair is seeking such a change.

This information is being sought on behalf of ThinkProgress.org (an online news service) for dissemination to the general public and this request is not being made for commercial purposes. I am a reporter with ThinkProgress, an online news site with a national audience seeking these documents entirely for news-gathering purposes.

I would like to receive the information in the following format: electronic.

Please waive any applicable fees. Release of the information is in the public interest because it has a huge interest in who owns media outlets, how those limits are set, and the relationship between corporations and the people making those determinations. In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request.

If my request is denied in whole or part, I ask that you justify all deletions by reference to specific exemptions of the act. I will also expect you to release all segregable portions of otherwise exempt material. I, of course, reserve the right to appeal your decision to withhold any information or to deny a waiver of fees.

As I am making this request as a journalist and this information is of timely value, I would appreciate your communicating with me by email or telephone, rather than by mail, if you have questions regarding this request.

Please provide expedited processing of this request which concerns a matter of urgency. As a journalist, I am primarily engaged in disseminating information. The public has an urgent need for information because the FCC is expected to act in the immediate future in response to Sinclair's requests and without transparency, the public will not know who has been lobbying its leadership on this issue and how. News reports indicate action could come "as soon as April."

I certify that my statements concerning the need for expedited processing are true and correct to the best of my knowledge and belief.

I look forward to your reply within 20 business days, as the statute requires.

Sincerely,

Josh Israel

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Filed via MuckRock.com

E-mail (Preferred): (b) (6) @requests.muckrock.com

For mailed responses, please address (see note):

MuckRock

DEPT MR 35236

411A Highland Ave

Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

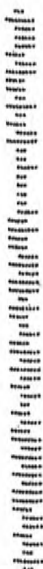
471A Highland Ave  
Somerville, MA 02144

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FCC Mail Room

November 1







Federal Communications Commission  
Washington, D.C. 20554

May 10, 2017

Josh Israel  
MuckRock  
DEPT MR 35236  
411A Highland Ave  
Somerville, MA 02144-2516

(b) (6) @requests.muckrock.com

Re: FOIA Control No. 2017-560

Dear Mr. Israel:

This letter responds to your recent Freedom of Information Act ("FOIA") request received by the Federal Communications Commission (FCC or Commission) and assigned to the Wireless Telecommunications Bureau (WTB). You are requesting, "all communications between executives of and lobbyists from Sinclair Broadcast Group and the Trump administration's FCC landing team" between November 9, 2016 to the date of your request. You have requested expedited processing of your request, and we are therefore responding to your request electronically.

Expedited processing of a FOIA request is appropriate where (1) it is made by "a person primarily engaged in disseminating information" and (2) it pertains to a matter about which there is an "urgency to inform the public about an actual or alleged federal government activity."<sup>1</sup> You explain that you are a journalist with the ThinkProgress.org and that there is an urgency to inform the public the Commission's activities related to Sinclair Broadcast Group. We grant your request for expedited processing.

The only member of the landing team currently working at the Commission is Carolyn Roddy, Special Counsel in the Wireless Telecommunications Bureau. Ms. Roddy conducted a search of her emails and other files. The search did not locate any responsive documents.

FOIA and FCC rules require the FCC to charge requesters for time spent searching for and reviewing responsive documents, and for copying them. Pursuant to section 0.466(a)(5)-(7) of the Commission's rules, you have been classified for fee purposes as category (2), "educational requesters, non-commercial scientific organizations, or representatives of the news media."<sup>2</sup> For category (2) requesters, the FCC assesses only charges to recover the cost of reproducing the records requested, excluding the cost of reproducing the first 100 pages. The production in response to your request did not involve more than 100 pages of duplication. Therefore, you will not be charged any fees.

You have requested a fee waiver pursuant to section 0.470(e) of the Commission's rules. As you are not required to pay any fees in relation to your FOIA request, the Office of the General Counsel, which reviews such requests, does not make a determination on your request for a fee waiver.

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<sup>1</sup> 47 CFR § 0.461(h)(3)(2).

<sup>2</sup> 47 CFR § 0.466(a)(5)-(7).

If you consider this to be a denial of your FOIA request, you may seek review by filing an application for review with the Office of General Counsel. An application for review must be received by the Commission within 90 calendar days of the date of this letter.<sup>3</sup>

You may file an application for review by mailing the application to Federal Communications Commission, Office of General Counsel, 445 12th St SW, Washington, DC 20554, or you may file your application for review electronically by e-mailing it to [FOIA-Appeal@fcc.gov](mailto:FOIA-Appeal@fcc.gov). Please caption the envelope (or subject line, if via e-mail) and the application itself as "Review of Freedom of Information Action" and the application should refer to FOIA No. 2017-000560.

If you would like to discuss this response before filing an application for review to attempt to resolve your dispute without going through the appeals process, you may contact the Commission's FOIA Public Liaison for assistance at:

FOIA Public Liaison  
FCC, Office of the Managing Director,  
Performance Evaluation and Records Management  
445 12th St SW,  
Washington, DC 20554  
[FOIA-Public-Liaison@fcc.gov](mailto:FOIA-Public-Liaison@fcc.gov)

If you are unable to resolve your FOIA dispute through the Commission's FOIA Public Liaison, the Office of Government Information Services (OGIS), the Federal FOIA Ombudsman's Office, offers mediation services to help resolve disputes between FOIA requesters and Federal agencies. The contact information for OGIS is:

Office of Government Information Services  
National Archives and Records Administration  
8601 Adelphi Road-OGIS  
College Park, MD 20740-6001  
202-741-5770  
877-684-6448  
[ogis@nara.gov](mailto:ogis@nara.gov)  
<https://ogis.archives.gov>

Sincerely,

A handwritten signature in blue ink that reads "Sue McNeil" followed by a stylized flourish or initials.

Sue McNeil  
Chief of Staff/Special Counsel  
Wireless Telecommunications Bureau

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<sup>3</sup> 47 CFR §§ 0.461(j), 1.115; 47 CFR § 1.7 (documents are considered filed with the Commission upon their receipt at the location designated by the Commission).