

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

In re Applications of
Norma J. Littick, Transferor,
and Henry C. Littick, Transferee, for
Transfer of Control of Southeastern
Ohio Television System, Licensee of
WHIZ(TV), Zanesville, OH
And
Norma J. Littick, Transferor,
and Henry C. Littick, Transferee, for
Transfer of Control of Southeastern
Ohio Broadcasting System, Inc.,
Licensee of Stations WHIZ(AM),
Zanesville, OH; WHIZ-FM, South
Zanesville, OH; WZVL(FM), Philo, OH;
and WWCD(FM), Baltimore, OH
Facility I.D. No.: 61216
File No.: BTCCDT -20130513AAG
Acct. No.: 201441420007
FRN: 0003753043
Facility ID Nos.: 61218, 11126,
183304, and 61230
File Nos.: BTC-20130513AAH et
seq.
Acct. No.: 201441410020
FRN: 0006162242

ORDER

Adopted:

Released:

By the Chief, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between (a) the Media Bureau (the "Bureau") of the Federal Communications Commission (the "Commission"); (b) Southeastern Ohio Television System; (c) Southeastern Ohio Broadcasting System; (d) Ms. Norma J. Littick; and (e) Mr. Henry C. Littick (collectively the "Parties"). The Consent Decree resolves issues arising from an admitted unauthorized transfer of control of the above captioned television and radio stations.

2. The Consent Decree stipulates that the Parties violated Section 310 of the Communications Act of 1934, as amended (the "Act"),¹ and Section 73.3540 of the Commission's Rules,² and provides, among other things, that the Parties will collectively make a Twenty-Two Thousand Dollar (\$22,000) voluntary contribution to the United States Treasury. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. The Bureau and the Parties have negotiated the terms of the Consent Decree that concludes the above-referenced matters. After reviewing the terms of the Consent Decree and evaluating the facts

¹ 47 U.S.C. § 310(d).

² 47 C.F.R. § 73.3540.

before us, we find that the public interest would be served by adopting the Consent Decree. A copy of the Consent Decree is attached and incorporated by reference.

4. Furthermore, upon examining the above-captioned transfer of control applications and based on the evidence before us, we conclude that the matters referenced above raise no substantial or material questions of fact as to whether the Parties possess the basic qualifications, including those related to character, to hold a Commission license.

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i), 4(j), and 503(b) of the Communications Act of 1934, as amended,³ and Sections 0.111 and 0.311 of the Commission's Rules,⁴ the Consent Decree attached to this Order **IS ADOPTED**.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by First Class mail and Certified Mail, Return Receipt Requested, to counsel for Southeastern Ohio Television System, Southeastern Ohio Broadcasting System, Inc., Ms. Norma J. Littick and Mr. Henry C. Littick: J. Richard Carr, Esq., 5528 Trent Street, Chevy Chase, MD 20815.

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William T. Lake
Chief, Media Bureau

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

⁴ 47 C.F.R. §§ 0.111, 0.311.

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control of ownership interests in the above captioned licenses, each of which is an "Application."

- d) "Bureau" means the Media Bureau of the Federal Communications Commission.
- e) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
- f) "Communications Laws" means, collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which the Parties are subject by virtue of their being Commission licensees, including but not limited to 47 C.F.R. 73.3540.
- g) "Compliance Plan" means the compliance plan provided in the Appendix hereto.
- h) "Effective Date" means the date on which the Bureau releases the Adopting Order.
- i) "Investigation" means the Bureau's investigation of information contained in the Applications.
- j) "Parties" means, (a) SOBS; (b) SOTS; (c) Ms. Norma J. Littick, the proposed transferor of control; and (d) and Mr. Henry C. Littick, the proposed transferee, each of which is a "Party."
- k) "SOBS" means Southeastern Ohio Broadcasting System, Inc., which is the licensee of Stations WHIZ(AM), Zanesville, OH; WHIZ-FM, South Zanesville, OH; WZVL(FM), Philo, OH; and WWCD(FM), Baltimore, OH, collectively "Radio Stations."
- l) "SOTS" means Southeastern Ohio Television System, which is the licensee of Station WHIZ(TV), Zanesville, OH, the "Television Station."
- m) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.

III. BACKGROUND

3. On May 13, 2013, the Parties filed five Applications requesting Commission consent to transfer control for the above captioned radio and television stations from Ms. Norma J. Littick to her son, Mr. Henry C. Littick. The Applications propose that the transfer of control would occur by transferring interest in SOTS through various intervening entities. Under the proposed transfer of control, Ms. Littick's ownership interest in SOTS, through various intervening entities, would go from 88.25% to 33.66%.¹ As a result, Mr. Littick's ownership interest in SOTS would go from a non-attributable 2%

¹ SOTS is held pursuant to a general partnership consisting of four entities: NJL Company, Inc. ("NJL")(66%); SOBS (20%); EGB Company Inc. ("EGB") (11%); and JCG Company, Inc. ("JCG") (3%). Ms. Littick currently holds a 100% ownership in NJL; a 70% interest in SOBS; and a 75% interest in EGB. Mr. Littick currently holds a non-attributable 2% interest in SOTS through his 10% interest in SOBS.

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ownership interest to a 56.59% controlling interest.² The Applications also propose transferring Ms. Littick's entire 70% ownership interests in SOBS to Mr. Littick. Accordingly, Mr. Littick's ownership interest in SOBS would increase from 10% to 80%. All other shareholder ownership interests in SOTS and SOBS would remain the same.

4. In the course of processing the Applications it was discovered that the transfer of control was prematurely consummated prior to the filing of a long form transfer of control application and subsequent Commission approval. According to the Parties, the ownership changes were effectuated in December 2012, five months prior to the filing of the Applications. The Parties contend that this unauthorized transfer occurred as the result of a "miscommunication [between Mr. Littick, local counsel and communications counsel] concerning the status of the changes and that the ownership changes should not have proceeded until prior Commission approval had been granted." The unauthorized transfer of control was not discovered until October 25, 2013, five months after the Applications were filed. Upon discovering this "mistake" the Parties promptly contacted Video Division and Audio Division staff and amended the Applications to note that the ownership change had occurred prematurely and provide an explanation as to how this occurred.

5. Section 310(d) of the Act states, in relevant part: "No construction permit or station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby." Section 73.3540(a) of the Rules similarly states that "[p]rior consent of the FCC must be obtained for a voluntary assignment or transfer of control."³ In addition, Section 73.3540(b) requires a licensee to file an application with the FCC "45 days prior to the contemplated effective date of the...transfer of control."⁴ The Parties contend that their failure to file with the commission in a timely manner and unauthorized transfer of control was the result of "a honest mistaken on the part of Henry Littick as to what was required by the Commission."

6. Because of the issues identified in the Bureau's investigation, the Parties have agreed to enter into this Consent Decree to which SOTS, SOBS, Norma J. Littick, Henry C. Littick, and the Bureau intend to be legally bound. The Parties have also committed to implement and adhere to the Compliance Plan, which is incorporated by reference into this Consent Decree.

III. TERMS OF AGREEMENT

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

8. **Jurisdiction.** The Parties agree that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and that the Bureau has the authority to enter into and adopt this Consent Decree.

² Following approval of the transfer of control Mr. Littick would hold a 49% ownership interest in NJL; 80% interest in SOBS; and 75% interest in EGB. Ms. Littick will retain a 51% interest in NJL.

³ 47 C.F.R. § 73.3540(a).

⁴ 47 C.F.R. § 733540(b).

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9. **Effective Date: Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

10. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, the Parties agree to the terms and conditions contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any new proceeding, formal or informal, or take any action on its own motion against the Parties concerning the matters that were the subject of the Investigation. The Bureau shall grant the Applications after the Effective Date, provided that the following conditions have been met: (1) the voluntary contribution referenced in Paragraph 13 below has been fully and timely satisfied; and (2) there are no issues that would preclude grant of the Applications. In the event that there are issues that would preclude the grant of any Application, it will remain pending.

11. **Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints or other adjudicatory pleadings filed against the Parties or its affiliates for alleged violations of the Act or the Commission's rules or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaints will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by the Parties with Communications Laws.

12. **Admission of Violation.** The Parties stipulate that they have admitted in the Applications that they violated Section 310(d) of the Act and Section 73.3540 of the Rules by allowing Mr. Henry C. Littick to assume control of SOTS and SOBS without prior Commission authorization and notification of consummation. The Bureau finds that its Investigation raises no substantial and material questions of fact as to whether the Parties possesses the basic qualifications, including those relating to character, to control a Commission license or authorization or whether SOBS or SOTS possesses the basic qualifications to be a Commission licensee.

13. **Voluntary Contribution.** The Parties agree that they will collectively make a voluntary contribution to the United States Treasury in the amount of Twenty-Two Thousand Dollars (\$22,000) within thirty (30) calendar days after the Effective Date. The Parties shall also send electronic notification of payment to Evan Morris at evan.morris@fcc.gov and Kim Varner at kim.varner@fcc.gov on the date said payment is made. A payment of Eleven Thousand (\$11,000) must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account numbers and FRNs referenced above for the Television Station. A payment of Eleven Thousand (\$11,000) must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account numbers and FRNs referenced above for the Radio Stations. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.⁵ When completing the FCC Form 159, enter the

⁵ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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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 you should follow based on the form of payment you select:⁶

- 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.

14. **Compliance Plan.** The Parties represent that they will adopt and implement a compliance plan for the purpose of preventing future violations of the Act and of the Rules. A summary of the plan is set forth in the Appendix. The Parties agree, to the extent that they have not already done so, to implement the Compliance Plan upon grant of each Application and to keep such Compliance Plan in effect for three (3) years thereafter.

15. **Waivers.** The Parties waive 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, provided the Bureau issues an Adopting Order as defined herein. The Parties shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If the Commission (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither the Parties nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Parties shall waive any statutory right to a trial *de novo*. The Parties hereby agree to waive any claims they may have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

16. **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.

17. **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

⁶ Should The Parties have questions regarding payment procedures, it should contact the Financial Operations Group Help Desk by phone at 1-877-480-3201, or by e-mail at ARINQUIRIES@fcc.gov.

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specifically intended to revise the terms of this Consent Decree to which the Parties does not expressly consent) that provision will be superseded by such rule or Commission order.

18. **Successors and Assigns.** The Parties agree that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

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

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

21. **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.

22. **Authorized Representative.** The individuals signing this Consent Decree on behalf of each Party represents and warrants that he is authorized by the Party to execute this Consent Decree and to bind the Party to the obligations set forth herein. The FCC signatory represents that he is signing this Consent Decree in his official capacity and that he is authorized to execute this Consent Decree.

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

**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

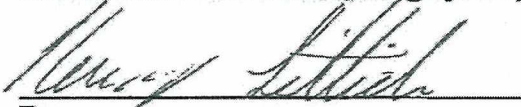


William T. Lake, Chief

5-14-14

Date

Southeastern Ohio Broadcasting System, Inc.



By: Henry Littick

4/15/14

Date

Southeastern Ohio Television System



By: Norma Littick

4/15/14

Date

Federal Communications Commission

Norma J. Littick

Norma J. Littick
By: herself

1-9-14

Date

Henry C. Littick

Henry C. Littick
By: himself

1-9-14
Date

APPENDIX

**COMPLIANCE PLAN FOR STATIONS
WHIZ(TV), WHIZ(AM), WHIZ-FM, WZVL(FM), and WWCD(FM)**

In order to ensure compliance with the Commission's Rules and the Communications Act of 1934, as amended, the Parties will institute the following procedures for each of the following television and radio broadcast stations: Station WHIZ(TV), Zanesville, OH; WHIZ(AM) Zanesville, OH; WHIZ-FM, South Zanesville, OH; WZVL(FM), Philo, OH; and WWCD(FM), Baltimore, OH. Unless otherwise provided, all terms defined in the Consent Decree apply to this Compliance Plan.

1. The Station will conduct training for all Station employees and management on compliance with FCC Rules applicable to his or her duties at the Station and Station operations. It will designate its Station Manager as a Compliance Officer responsible for responding to Station employee questions and consulting with FCC Counsel regarding compliance matters. The Station will conduct refresher training for Station employees and management at least once every twelve (12) months, and will train any new Station employee within five (5) business days of commencement of his or her duties at the Station.

2. The Station shall engage independent FCC Counsel on an ongoing basis to provide guidance to the Parties on FCC compliance issues, to provide regular updates and notices on developments in communications law applicable to the Station and the Stations operations, and to review all applications and reports prior to filing with the FCC. In regard to the last matter, the Parties' recognize and acknowledge that any and all information provided to the FCC must completely and candidly set forth all relevant facts and circumstances, regardless of whether such submission may disclose a violation of the Act or Rules.