

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

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| In the Matter of |) | |
| |) | |
| Implementation of Section 103 of the STELA Reauthorization Act of 2014 |) | MB Docket No. 15-216 |
| |) | |
| Totality of the Circumstances Test |) | |

COMMENTS OF RAYCOM MEDIA, INC.

Raycom Media, Inc. (“Raycom”) writes to emphasize the continuing value and critical importance of the free-market negotiations between broadcast television stations and MVPDs enabled by the retransmission consent regime established by Congress.¹ Congress has required broadcasters and MVPDs to negotiate in good faith, but has unambiguously denied the Commission any authority to dictate the outcome of these negotiations. Accordingly, broadcasters and MVPDs are able to negotiate fair, market-based terms and conditions for MVPDs’ use of the high-value content broadcasters provide, and the vast majority of these negotiations are concluded efficiently and without fanfare. The compensation broadcasters receive through these negotiations is essential to broadcasters’ continued ability to invest in local news and other programming that serves their local communities in ways that few, if any, other participants in the video market have an incentive to provide.

¹ Raycom, an employee-owned company, owns television stations in 40 markets, including the stations Raycom acquired as of December 1, 2015 from Drewry Communications Group. *See Drewry Communications Group*, Letter, DA 15-1284 (MB Vid. Div. Nov. 10, 2015).

The Commission therefore should reject suggestions — including many of the proposals raised in the Notice of Proposed Rulemaking that launched this proceeding² — that are transparently intended to tilt the playing field in MVPDs’ favor by hobbling broadcasters. In particular, the *Good Faith NPRM* includes proposals that (1) seek to impose one-sided obligations or restrictions on broadcasters (such as the proposed obligation that broadcasters — but not MVPDs — must make an initial proposal at least 90 days before a retransmission consent agreement expires), even though by statute the good-faith requirements are mutual; (2) appear designed to depress the rates broadcasters may obtain in these negotiations (such as by imposing utility-style rate-justification requirements), which contravenes the clear intent of the good faith rules not to dictate prices, and (3) seek to abrogate broadcasters’ contractual and legal rights in ways that reach far beyond the Commission’s limited authority under the good-faith provisions (such as by proposing to dictate whether and on what terms broadcasters make their content available online). These proposals violate the Communications Act provisions giving broadcasters and MVPDs a right to negotiate retransmission consent on fair-market terms,³ and they also are unjustifiable in light of the substantial market leverage already exercised by major MVPDs, who account for most of the retransmission consent impasses that the cable industry uses as “evidence” that the retransmission consent regime requires “reform.”⁴

² *Implementation of Section 103 of the STELA Reauthorization Act of 2014 — Totality of the Circumstances Test*, NPRM, MB Docket No. 15-216, FCC 15-109 (Sept. 2, 2015) (“*Good Faith NPRM*”).

³ See 47 U.S.C. § 325(b)(1), (b)(3)(C).

⁴ See “Retransmission Consent Facts,” <http://www.tvfreedom.org/retransmission-consent-facts/> (last visited Nov. 25, 2015) (noting that, based on data compiled by American Television Alliance, “[t]wo-thirds of all retransmission disputes have been caused by DirectTV, Dish and Time Warner Cable since January 1, 2013”).

I. FAIR-MARKET RETRANSMISSION CONSENT NEGOTIATIONS SERVE THE PUBLIC INTEREST BY SUPPORTING THE PRODUCTION OF HIGH-QUALITY LOCAL BROADCAST CONTENT.

The video programming market has never been more competitive, with broadcast stations competing not only with other stations in their market, but also with hundreds of original cable networks and with the increasing amount and variety of programming (both original and licensed) available through online powerhouses like Netflix, Amazon, and Hulu.⁵ What distinguishes broadcasters from their more nationally focused competitors is broadcast stations' deep connections in their communities, which are built on broadcasters' ability to invest in high-quality news and other local programming and to make that content freely available over the air, including during emergencies when other communications channels may be unavailable.

Raycom is committed to this local service mission. Its stations produce a total of about 1,300 hours of local news per week (which Raycom spends an average of about \$150 million per year to produce), and most stations' general managers produce two editorials per week addressing issues of local concern (including guest editorials and rebuttals expressing different views). Raycom's stations also provide extended coverage of major events such as the recent flooding in South Carolina, air fundraisers to support their communities in the aftermath of natural disasters and other tragedies, and produce specials such as a Raycom-produced documentary marking the 50th anniversary of the Selma March, which aired this past winter on all of Raycom's stations and nationally on the Bounce network (in which Raycom was an early

⁵ See, e.g., *Annual Assessment of the Status of Competition in the Market for the Delivery of Video Programming*, Sixteenth Report, 30 FCC Rcd 3253, 3257 (2015) (noting that online providers "continue to expand the amount of video content available to consumers through original programming and new licensing agreements with traditional content creators").

investor and first affiliate group). A summary of just some of the highlights of Raycom's extensive public service efforts over the past year is attached as Attachment A.

Maintaining this level of local coverage in the face of an unprecedented level of competition and audience fragmentation is an expensive proposition, and retransmission consent revenues are a crucial element of the business model that makes local broadcasting possible in today's video market. Thus, protecting broadcasters' ability to continue to negotiate fair compensation from MVPDs that choose to retransmit a station's signal is crucial to maintaining diversity, localism, and competition in local content.

II. PROPOSALS TO TILT NEGOTIATIONS IN MVPDS' FAVOR ARE BEYOND THE COMMISSION'S AUTHORITY AND UNJUSTIFIABLE AS A MATTER OF POLICY.

A. As Congress Intended, the Retransmission Consent System Supports a Healthy Broadcast Ecosystem Capable of Investing in High-Quality Content.

Congress established the retransmission consent regime after finding that, although broadcast signals were (and remain today) "the most popular programming carried on cable systems," the ability of "cable systems [to] use these signals without having to seek the permission of the originating broadcaster or having to compensate the broadcaster for the value its product creates for the cable operator ... has created a distortion in the video marketplace which threatens the future of over-the-air broadcasting."⁶ Congress corrected this distortion not by setting new fees itself, but instead by "establish[ing] a marketplace for the disposition of the rights to retransmit broadcast signals" while disclaiming any intention "to dictate the outcome of the ensuing marketplace negotiations."⁷ Consistent with these principles, Section 325(b) of the

⁶ S. Rept. 102-92, at 35.

⁷ *Id.* at 36.

Communications Act, as it has been amended, allows commercial broadcast television stations to choose whether to assert their right to require cable operator's to obtain the station's retransmission consent,⁸ subject only to the mutual obligation that broadcasters and MVPDs conduct these negotiations in "good faith."⁹

The system Congress established has succeeded in supporting local broadcasting by allowing broadcasters and MVPDs to freely negotiate over the value the retransmission of broadcast signals provides to MVPDs. The compensation broadcasters receive for their valuable content funds a virtuous cycle that allows stations to invest in high-quality local programming, as described above. In addition, stations invest heavily in the acquisition of network, sports, and other popular content to make available free over the air, including premium events such as playoffs and championship games. For instance, the NFL's contracts with NBC, CBS and Fox "are estimated to be worth a combined \$3 billion per year, on average."¹⁰ For its part, NBC will pay \$7.65 billion for the rights to broadcast the Olympic Games through 2032.¹¹ Stations affiliated with these networks, in turn, contribute toward the networks' costs of obtaining these rights. Stations make these investments in order to attract the largest possible audience to these marquee events, and accordingly stations are eager to ensure that every MVPD subscriber in the station's market has access to the station's broadcast. At the same time, broadcasters have every

⁸ 47 U.S.C. § 325(b)(1), (b)(3)(A).

⁹ § 325(b)(3)(C)(ii), (iii).

¹⁰ Chris Smith, "The Money Behind Super Bowl XLIX," *Forbes*, <http://www.forbes.com/sites/chris-smith/2015/01/31/the-money-behind-super-bowl-xlix/> (Jan. 31, 2015).

¹¹ Joshua Brustein, "NBC Is Betting \$7.65 Billion That It Knows What TV Will Look Like in 2032," <http://www.bloomberg.com/bw/articles/2014-05-08/nbc-is-betting-7-dot-65-billion-that-it-knows-what-tv-will-look-like-in-2032> (May 8, 2014).

right to expect MVPDs to contribute toward the station's cost of obtaining high-quality content by paying fair value for the benefits the MVPD receives from carrying such content. If an MVPD refuses to do so, it is the MVPD — not the station making its content available free over the air — that is responsible for denying its subscribers access to the station's programs. Accordingly, it is deeply misguided to suggest, as the *Good Faith NPRM* does, that MVPDs are somehow entitled to carry a station's broadcast of marquee events even if the MVPD has failed to reach an agreement with the station over the fair value of that broadcast.¹² Such suggestions amount to substantive requirements that overstep the Commission's authority over the negotiation process. Moreover, if broadcasters are unable to fairly negotiate for the value provided by MVPDs' carriage of broadcast stations' premium content, broadcasters and their networks will not be able to compete with pay-TV networks in bidding to obtain such content for over-the-air broadcast.

In Raycom's experience, the retransmission consent regime thus continues to work exactly as Congress intended by enabling stations' investments in local and other content. Contrary to some MVPDs' claims about a crisis in the retransmission consent system, out of hundreds of retransmission consent negotiations Raycom has conducted in the two decades since the company's founding, the company has reached an impasse with an MVPD only three times. Far from indicating a widespread concern, the great majority of impasses throughout the industry involve only a few large MVPDs and often appear to be driven largely by an MVPD's apparent

¹² See *Good Faith NPRM* at ¶ 16 (asking whether “a broadcaster’s insistence on contract expiration dates, or threats to black out a station signal, in the time period just prior to the airing of a ‘marquee’ sports or entertainment event” is consistent with good-faith requirements).

desire to use the dispute as “evidence” of a need for government intervention on behalf of MVPDs in retransmission consent negotiations.¹³ Such intervention is uncalled for.

B. The Commission May Not Use its Authority Over the Negotiation Process to Dictate Substantive Retransmission Consent Terms.

From the enactment of the retransmission consent regime to today, Congress has never retreated from its insistence that the outcomes of retransmission consent negotiations should be dictated by the marketplace, not the Commission. Yet many of the proposals raised in the *Good Faith NPRM* appear transparently designed to put the Commission’s weight squarely behind MVPDs, thus allowing those operators to effectively dictate — or at least tightly constrain — the terms of retransmission consent agreements. For instance, the *Good Faith NPRM* asks whether the Commission should revisit its longstanding recognition that in-kind compensation, such as carriage of a broadcaster’s multicast or other affiliated programming, is “presumptively consistent with competitive marketplace considerations.”¹⁴ In particular, the *Good Faith NPRM* asks whether “a broadcast station’s attempt to tie carriage of its affiliated programming to carriage of a broadcast station is a factor suggesting a failure to negotiate in good faith” unless the broadcaster has offered a “legitimate” standalone offer.¹⁵ This despite the fact that Congress expressly contemplated that bundling arrangements could be part of the retransmission consent system, noting that some broadcasters “may not seek monetary compensation, but instead negotiate other issues with cable systems, such as ... the right to program an additional channel

¹³ Moreover, it is important to remember that even during such impasses between a broadcast station and an MVPD, broadcast stations — unlike cable or satellite channels — continue to provide 100% of their programming on a free, over-the-air basis.

¹⁴ See *Good Faith NPRM* at ¶¶ 3 & n.14, 9, 15.

¹⁵ *Good Faith NPRM* at ¶ 15.

on the cable system.”¹⁶ The ability to negotiate for bundled carriage not only gives the parties more flexibility in determining retransmission consent terms but also benefits the public by aiding in the launch of new, niche programming services. For example, Raycom seeks to include carriage of the Bounce network, which is directed to better serve the African American audience, in its retransmission consent negotiations, though certain major MVPDs have refused to carry the network.

The *Good Faith NPRM* also asks, among a laundry list of other items, whether the Commission should use the good faith rules (1) to regulate the expiration dates and fee-calculation methodologies of retransmission consent agreements, (2) to prevent broadcasters from exercising their exclusivity rights against out-of-market signals, (3) to prohibit broadcasters from negotiating with MVPDs for commitments about the extent of a station’s carriage on the MVPD’s systems through tier-placement or penetration provisions, and (4) to require broadcasters reaching different prices and other terms with different MVPDs to justify those differences with “a showing of direct and legitimate economic benefits associated with such price differences” and/or with reference to “actual local market conditions” (with the Commission presumably judging whether a broadcaster’s rates are sufficiently justified).¹⁷ All of these proposals would exceed the Commission’s authority by effectively regulating the outcomes of retransmission consent negotiations, even though Congress has empowered the Commission only to ensure good faith in the negotiation *process*. Proposals that the Commission use the good-faith process to dictate whether and on what terms broadcast stations

¹⁶ S. Rept. 102-92, at 35-36.

¹⁷ See *Good Faith NPRM*, at ¶ 16.

offer their content online¹⁸ — despite broadcasters’ clear rights under the Copyright Act to control the distribution of their content and the Commission’s emphatic statement in the Open Internet proceeding that it has no intention of “regulating the Internet, *per se*, or any Internet applications or content,”¹⁹ — are even further off-base. And still other proposals — such as whether to consider it “bad faith” by a broadcaster if the broadcaster does not “make an initial contract proposal at least 90 days prior to the existing contract’s expiration” — are simply nonsensical. (An MVPD, of course, is free to make a proposal at any time.) The Commission should and must reject these and other proposals that amount to efforts to regulate the substance of retransmission consent agreements in MVPDs’ favor, or to constrain broadcasters’ negotiation options so as to achieve the same effect.

The *Good Faith NPRM* also ignores far more troubling conduct by MVPDs. To be clear, Raycom does not believe it is necessary to change the existing good-faith standards and totality-of-the-circumstances test in order to address such concerns. However, to the extent the Commission believes it is necessary to provide additional concrete examples of good-faith violations, Raycom has observed several categories of MVPD conduct that are not consistent with good-faith negotiations, including (1) engaging in or encouraging the harassment of station personnel (including through personally threatening e-mails or other communications); (2) resolving a retransmission consent impasse through an agreement in principal but then insisting on reopening settled issues, thus impeding the conclusion of a final agreement, and (3) effectively decreasing the number of subscribers to a station in certain markets by knowingly

¹⁸ *See id.* ¶ 13.

¹⁹ *Protecting and Promoting the Open Internet*, R&O on Remand, Declaratory Ruling, and Order, 30 FCC Rcd 5601, 5622, 5775 (2015) (“*Open Internet Order*”).

permitting — or even encouraging — MVPD customers to provide falsified service addresses to enable customers to receive out-of-market signals instead of in-market signals. Such conduct — unlike the wish list of substantive regulations advocated by MVPDs — goes to the core of the good-faith requirement to deal fairly and forthrightly with opposing parties and their representatives. In addition, given Congress’s clear desire to allow parties to reach freely negotiated, market-based agreements, Raycom agrees that “attempt[s] to manufacture a retransmission consent dispute in the hope of encouraging government intervention” are inconsistent with the good-faith requirements.²⁰

* * *

The common thread in many of the proposals raised in the *Good Faith NPRM* is the idea that MVPDs somehow need protection from ordinary marketplace negotiations. This idea ignores the comparative economic clout of MVPDs versus broadcasters. The major MVPDs — such as Comcast and DISH Network — are enormous business entities whose financial resources and negotiating sophistication dwarf those of even the largest the television stations and groups with whom MVPDs negotiate. For instance, SNL Kagan reports that, assuming the approval and consummation of Charter’s proposed acquisition of Time Warner Cable and Bright House Networks, the top-10 MVPDs would have 94 percent of all MVPD subscribers nationwide, with the top three MVPDs along “control[ing] two-thirds of the video delivery universe.”²¹ It defies economic reality to suggest that broadcasters hold the market power to impose supra-competitive retransmission consent rates on MVPDs, particularly given ever-increasing competition in the video market from non-broadcast sources. Indeed, in Raycom’s experience, broadcasters seek

²⁰ See *Good Faith NPRM* at ¶ 16.

²¹ Tony Lenoir, “AT&T, Comcast pro forma Charter control 66% of US video market based on MediaCensus Q2 ’15 data,” SNL Kagan (Sept. 1, 2015).

fair value for each station, based on marketplace considerations. This system has well served Congress's goal of preserving the health of over-the-air broadcasting by allowing broadcasters to negotiate for fair compensation when MVPDs choose to retransmit broadcast signals. The Commission has neither the authority nor any sound reason to tip the scales of these negotiations in MVPDs' favor.

Respectfully submitted,

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Attachment A

License to Serve Highlights 2015



WIS, WCSC, WMBF, WBTV, WSFA, WTOC recent floods and relief efforts: \$851,000 raised

Earlier this month, historic rains drenched the South Carolina dropping as much as two feet of rain in many places causing rivers and streams to flood displacing thousands of South Carolinians from their homes. Columbia was most affected by the historic flooding. Raycom Media's NBC affiliate WIS TV began coverage Saturday morning October 3rd and devoted extended live coverage through Friday October 9th including several days of more than 12 hours per day of live coverage.

Thanks to the incredible generosity of the viewers and businesses from across their footprint, Raycom Media stations were able to raise more than \$851,000 for the American Red Cross and their disaster relief efforts in South Carolina.

Raycom Media's fundraising efforts were launched on October 7 and 8, when WIS-TV and Alpha Media Radio in Columbia, South Carolina raised \$736,101. The phone bank was extended to a second day due to the tremendous outpouring of generosity from residents and local businesses.

On Wednesday, October 14, the Raycom Media stations in many communities raised funds and awareness to assist those affected by the disaster.

- Live 5 WCSC in Charleston, SC raised \$54,525 for disaster relief during a 4 hour phone bank staffed by volunteers from the Red Cross.
- In Myrtle Beach, WMBF-TV, along with their partners Dignity Radio and Community Broadcasters, were able to raise over \$15,000 through a phone bank staffed by Red Cross volunteers and online donations.
- WBTV in Charlotte, NC worked with the American Red Cross to bring in a total of \$13,858 in online and phone pledges.
- In Montgomery, AL, WSFA 12 News and the American Red Cross were able to raise over \$32,000.
- WTOC in Savannah, GA devoted time in every newscast and across all digital platforms to encourage viewers to support Red Cross relief efforts.

Raycom Media stations across the affected region also ran a Raycom Media produced PSA calling for donations to the American Red Cross.



All Raycom Media Stations:

Fifty years after central Alabama took center stage in the battle for equal voting rights, Montgomery based Raycom Media honored the Selma Voting Rights Movement with a one-hour documentary. “SELMA: A March to Remember” focused on the personal accounts of people who were there. Leaders, participants and witnesses recounted their experiences, in their own words and talked about the challenges that still persist. “SELMA: A March to Remember” aired on 42 Raycom Media owned or managed stations on Friday, February 27th. Bounce TV aired the special nationally on Wednesday, March 4th at 9:00pm ET/8:00pm CT.



WCSC coverage of the Charleston Shooting and fundraising efforts

On June 17th, an unthinkable tragedy struck in Charleston, SC when nine people were shot and killed during bible study inside the Emanuel AME church.

On Raycom’s CBS affiliate WCSC, coverage started less than an hour after the mass shooting and continued through 3am, keeping viewers safe by bringing them every development live during the active manhunt for the shooter.

In the following days, WCSC delivered live coverage on all platforms of every development including the manhunt, capture and court appearance of suspect Dylan Roof, Reverend and Senator Pinckney’s funeral procession, local memorial services, the first service inside the Emanuel AME church following the shooting and President Obama’s visit to Charleston. Most importantly, WCSC put the focus on helping the community heal and positive next steps viewers could take to help the victims’ families and the survivors. WCSC immediately set up phone banks to help raise funds, encouraging pledges to the Mother Emmanuel Hope Fund. WCSC’s parent company, Raycom Media, donated \$5,000 to the Hope Fund, on behalf of all of our stations.

The marketing department produced a series of #standwithcharleston messages, reflecting the

community's desire to grieve and heal together. This was continuously updated throughout unfolding events in Charleston. PSAs featuring local preachers encouraging viewers to not be afraid to attend their house of worship aired the weekend following the massacre. WCSC partnered with Harris Teeter to support in-store donations for the victims' families. The effort raised more than \$33,608 over a month's time and, thanks to Harris Teeter's matching gift of \$30,000, a total of more than \$60,000 was divided and given to the Low Country Ministry – Reverend Pinckney fund and Mother Emanuel Hope Fund.



KLTV Van Tornado Fundraiser: \$50,000 raised

Viewers of KLTV and KTRE television stations in Tyler/Lufkin, Texas helped raise more than \$50,000 for tornado victims with a special one-day fundraiser called "Caring for Van" on Friday, May 15, 2015. Tornadoes ripped through parts of east Texas on May 10, 2015. Many areas were affected, but the community hit hardest was Van, TX. A third of the town was wiped out and two people were killed by an EF-3 tornado. KLTV-TV, the Raycom-owned ABC affiliate in Tyler, TX, led the effort to put on the fundraiser that benefitted the American Red Cross of East Texas. The organization will help victims of spring storms in the region, including the May 10th storms. KLTV's sister station, KTRE-TV in Lufkin, TX, also supported the effort with on-air and online promotion.



WAFB Officer Fundraiser: \$50,000 raised

Viewers of WAFB, Raycom Media's station in Baton Rouge, La., helped raise more than \$50,000 dollars for a U.S. Marshal killed in the line of duty. The one-day fundraiser called "Together for Josie" was held in March 2015 and benefitted the family of Josie Wells. Wells was killed trying to apprehend a murder suspect. WAFB Marketing Director Chris Blades received a letter of commendation from U.S. Attorney J. Walter Green for his efforts in spearheading the fundraising effort. Blades received the United States Attorney's Coin of Excellence.



KPLC Officer Fundraiser: \$100,000 raised

KPLC, Raycom Media’s station in Lake Charles, La., collected more than \$51,000 for the family of Louisiana State Trooper Steven Vincent. Vincent was shot to death during a routine traffic stop in August. KPLC employees took to the streets on August 28th, for a “Blue Friday” fundraiser. KPLC also provided live coverage of Trooper Vincent’s funeral. Thousands of people lined the route to see the procession as Vincent was carried to his final resting place. KPLC has held additional fundraisers since “Blue Friday,” raising the total collected for Vincent’s family to over \$100,000.



WDAM, WLBT, WLOX and WMC: \$212,000 raised

Thanks to the incredible generosity and spirit of the viewers and communities across Mississippi and Memphis, Tennessee, four Raycom Media television stations worked with their local communities and the Greater Pine Belt Community Foundation to raise \$212,000 for tornado victims with a special one-day fundraiser called “Mississippi Tornado Relief: Hope, Help & Healing” on Thursday, January 8, 2015.

Tornadoes ripped through central Mississippi two days before Christmas, killing at least five people and destroying more than 300 homes and businesses. One of the tornadoes was confirmed to be an EF3 that cut a 12 mile track through Marion County and sustained winds up to 125 mph. WDAM-TV, the Raycom Media owned station in Hattiesburg, MS, led the effort to put on the fundraiser that benefitted the Greater Pine Belt Community Foundation. The foundation will assist with the long-term recovery needs of those affected by the tornadoes on December 23rd, 2014. Three other Raycom Media television stations in Mississippi and Tennessee joined the effort: WLBT-TV in Jackson, MS; WLOX-TV in Biloxi, MS; and WMC-TV in Memphis, TN.



WFIE: Amount raised \$292,000

45th year of supporting local MDA. From the start of the Jerry Lewis telethon 45 years ago WFIE, the Raycom NBC station in Evansville, IN, has been a leader in support in the fight against muscular dystrophy. When the telethon went away 3 years ago, WFIE couldn't give up the fight as our support at the station level is the largest contributing event of any across the US. On September 2nd, 2015 WFIE started 14Hours for MDA, giving the non-profit a day's worth of LIVE cut-ins, social media support, and digital awareness. This year we raised over \$292,000 in one day!



WBTV: \$1,400,000 raised in 2014

Susan G. Komen Race For The Cure. Raycom's CBS station WBTV is the exclusive television partner in Charlotte. This year over 13,000 people registered for the Komen Charlotte Race for the Cure. The event raised \$1.4 million by Race day! The event raises funds for breast health education, screenings, diagnostics and treatment support services in our 13-county service area. WBTV as a community partner fields on of the larger teams of local walkers in the walk and manages to help contribute significantly to the fund raising effort. WBTV anchor Molly Grantham is the face of the event for WBTV and is the mistress of ceremonies at the event.

WAVE: \$400,000 raised in 2014

Angel Tree WAVE 3 News' participation with Salvation Army Angel Tree began in 1984. The program provides underprivileged children in the Louisville, KY area with holiday gifts to let them know someone cares. Angel Tree is a huge undertaking that requires intense planning and help from generous donors and volunteers. Donors get to help make a child's Christmas merry by adopting an "angel", a child, who needs clothing and toys. The station produces and runs PSAs encouraging Angel adoptions for several weeks and live shots in the community daily for two weeks giving updates on the collection. We also encourage viewers to go to Kroger for food angel donations to provide Christmas dinners. In addition, WAVE conducts and all-day Angel-a-thon, a one-day "push" from WAVE during all newscasts and on all

digital platforms to encourage viewers/users to donate to the Angel Tree program. Many WAVE employees spend at least half of their day helping the Salvation Army sort and distribute the Angel Tree donations to area families.



KAIT: \$106,000 raised

United Cerebral Palsy of Northeast Arkansas raised and passed their goal in this year's telethon Sunday, January 25th, 2015. Last year's telethon raised over \$99,000 to help people with Cerebral Palsy in North East Arkansas. The goal this year was to raise \$100,000. That goal was passed with the 2015 telethon raising \$106,665. KAIT televised the event live from 12:00am to 6:00pm. KAIT's on-air personalities hosted the telethon and General Manager Chris Conroy participated in the phone bank.