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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA, )  
11 )  
12 Plaintiff, )  
13 )  
14 v. ) Civil Action No. 74-3600-RJK  
15 )  
16 AMERICAN BROADCASTING )  
17 COMPANIES, INC., ) Lodged: August 22, 1980  
18 ) Entered: November 14, 1980  
19 Defendant. )  
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FINAL JUDGMENT

19 Plaintiff, United States of America, having filed its  
20 complaint herein on December 10, 1974, and defendant,  
21 American Broadcasting Companies, Inc., having filed its  
22 answer herein on December 30, 1974, by their respective  
23 attorneys, each having consented to the entry of this Final  
24 Judgment, without trial or adjudication of any issue of  
25 fact or law herein, and without this Final Judgment con-  
26 stituting any evidence against or admission by any party  
27 with respect to any issue of fact or law in any action or  
28 proceeding;

1 NOW, THEREFORE, before any testimony has been taken,  
2 the Court being advised and having considered the matter, it  
3 is hereby:

4 ORDERED, ADJUDGED AND DECREED as follows:

5 I.

6 This Court has jurisdiction of the subject matter of  
7 this action and of the parties hereto. The complaint states  
8 a claim upon which relief may be granted against defendant  
9 under the provisions of Sections 1 and 2 of the Act of Con-  
10 gress of July 2, 1890, 15 U.S.C. §§1, 2, entitled "An act to  
11 protect trade and commerce against unlawful restraints and  
12 monopolies," as amended, commonly known as the Sherman Act.

13 II.

14 As used in this Final Judgment:

15 (A) "Person" means an individual, partnership, corpora-  
16 tion or any other form of legal or business entity.

17 (B) "ABC" means American Broadcasting Companies, Inc.  
18 and its subsidiaries.

19 (C) A "person controlling ABC" means any person  
20 owning at least ten percent (10%) of, or a controlling share  
21 of, the outstanding voting stock of ABC.

22 (D) "ABC Television Network" means an ABC owned or  
23 operated business which provides television programs and  
24 related advertising messages to affiliated television broad-  
25 cast stations.

26 (E) "Entertainment Program" means any program,<sup>3</sup> including  
27 a feature film, exhibited or intended to be exhibited on  
28 television other than the following programs: news, public

1 affairs, agricultural, religious, instructional, and sports  
2 (as those terms are defined in Appendix A to this Final  
3 Judgment). The inclusion of incidental or occasional enter-  
4 tainment or non-entertainment elements in a program or  
5 program series shall not be deemed to change the classification  
6 of the program or program series.

7 (F) "Independent Program Supplier" means a person who  
8 produces or offers one or more entertainment programs for  
9 network exhibition, other than ABC, a person controlling  
10 ABC, or a person in which ABC or a person controlling ABC  
11 has an ownership interest.

12 (G) "Network Exhibition" means the initial and repeat  
13 exhibitions of a television program on the ABC television  
14 network during the term of any agreement between ABC and an  
15 independent program supplier for such exhibition of such  
16 program.

17 (H) "Prime Time Hours" means the hours from 6:00 p.m.  
18 to 11:00 p.m. in the Eastern and Pacific Time Zones of the  
19 United States, and the hours from 5:00 p.m. to 10:00 p.m. in  
20 the Central and Mountain Time Zones of the United States.

21 (I) "Daytime Hours" means the hours from 9:00 a.m. to  
22 6:00 p.m. in the Eastern and Pacific Time Zones of the  
23 United States, and the hours from 9:00 a.m. to 5:00 p.m. in  
24 the Central and Mountain Time Zones of the United States.

25 (J) "Fringe Hours" means the hours from 11:00 p.m. to  
26 2:00 a.m. and 6:00 a.m. to 9:00 a.m. in the Eastern and  
27 Pacific Time Zones of the United States, and the hours from  
28

1 10:00 p.m. to 1:00 a.m. and 6:00 a.m. to 9:00 a.m. in the  
2 Central and Mountain Time Zones of the United States.

3 (K) "Television Broadcast Station" means a station  
4 licensed as a television broadcast station by the Federal  
5 Communications Commission.

6 (L) "ABC Production Facilities" means studio facil-  
7 ities, including but not limited to, scenery, props and other  
8 production equipment, which are used for the production of  
9 entertainment programs exhibited or intended to be exhibited  
10 on television, and which are owned or leased by ABC, by any  
11 person controlling ABC, or by any person in which ABC or any  
12 person controlling ABC has any ownership interest.

13 (M) "Stripping" means the broadcasting of more than  
14 one (1) episode per week of a television program series.

15 (N) "Broadcast Year" means the television broadcast  
16 year customarily commencing in September of one year and  
17 continuing until September of the following year.

18 III.

19 The provisions of this Final Judgment are applicable to  
20 ABC, to any person controlling ABC and to each of ABC's  
21 directors, officers, agents, employees, subsidiaries, succes-  
22 sors, and assigns, and to all persons in active concert or  
23 participation with any of them, who receive actual notice of  
24 this Final Judgment by personal service or otherwise.

IV.

ABC is enjoined and restrained from:

(A) Acquiring any financial or proprietary right or interest in the exhibition, distribution, or other commercial use of any television program produced wholly or in part by an independent program supplier, other than the right to the Network Exhibition of the program, except as provided in Sections VII(A)-(D) of this Final Judgment, provided that an agreement granting ABC the right to Network Exhibition may include provisions concerning subject matters incident to the licensing and use of network programs, of which the following are examples: geographic scope and manner of transmission and delivery of network broadcasts; approval of creative elements and program content; technical quality and delivery requirements; union and Equal Employment Opportunity Act compliance; act of God; force majeure; preemptions; obligation to pay for, rather than play, programs; number of episodes or programs ordered; assignability; warranties; indemnification; completion bonds; security agreements and financing statements; insurance; public morals; advertising conflicts; advertising, promotion and publicity of programs; audience testing and screening; cancellation; exclusivity for talent and creative personnel (except as limited by Sections VI(I) and VI(J) herein; see also Section VII(E) herein); exclusive exhibition rights (except as limited by Sections VI(E)(ii)-(iii) herein); pilots (except as limited by Section VI(F) herein); options (except as limited by Sections VI(E)(i), VI(F) and VI(G) herein); first negotiation and first refusal

1 rights (except as limited by Sections VI(E)(i) and VI(G)  
2 herein); spinoffs (except as limited by Section VI(G) herein);  
3 repeats (except as limited by Section VI(H) herein); same  
4 day protection against once weekly syndication programs  
5 and theatrical feature films; title protection for the length  
6 of the applicable contract or contracts; format and continuing  
7 character protection; breach; and remedies, so long as any  
8 such provision does not violate the antitrust laws.

9 (B) Selling, licensing, or distributing entertainment  
10 programs to television broadcast stations for non-network  
11 television exhibition (or otherwise engaging in the business  
12 commonly known as "syndication"), or to foreign television  
13 stations or networks, except as provided in Section VII(D)  
14 of this Final Judgment.

15 V.

16 (A) ABC is enjoined and restrained for a period of ten  
17 (10) years from the effective date of this Section from  
18 offering for ABC network broadcast during Prime Time Hours,  
19 Daytime Hours or Fringe Hours: in Prime Time Hours, more than  
20 two and one-half (2-1/2) hours per week in each of the first  
21 five (5) years, three and one-half (3-1/2) hours per week in  
22 each of the sixth and seventh years, four (4) hours per week  
23 in the eighth year, and five (5) hours per week in each of  
24 the ninth and tenth years; in Daytime Hours, more than  
25 eight (8) hours per week; and in Fringe Hours, more than  
26 eleven (11) hours per week, determined on the average per  
27 compliance period, of entertainment programs obtained from  
28 sources other than independent program suppliers, provided that

1 during each compliance period ABC may add to the total number  
2 of allowable hours of entertainment programming from sources  
3 other than independent program suppliers, two (2) non-regularly  
4 scheduled special programs, and provided further that in  
5 any compliance period, ABC may, during Fringe Hours, increase  
6 the number of allowable hours of entertainment programming  
7 from sources other than independent program suppliers by  
8 reducing to the same extent the number of allowable hours  
9 of such programming in Prime Time Hours and/or Daytime Hours,  
10 and during Daytime Hours, increase the number of allowable hours  
11 of entertainment programming from such sources by reducing to  
12 the same extent the number of allowable hours of such programming  
13 in Prime Time Hours and/or Fringe Hours, so long as the number  
14 of allowable Daytime Hours may only be increased to the extent  
15 necessary to permit offering for broadcast by ABC of those  
16 programs from sources other than independent program suppliers  
17 being offered by ABC as of the effective date of this decree.

18 (B) For purposes of this Section V, compliance periods  
19 shall be consecutive semi-annual periods commencing at the  
20 start of each broadcast year. Compliance reports in the  
21 form set forth in Appendix B to this Final Judgment shall be  
22 submitted by ABC to plaintiff within thirty (30) days  
23 following the conclusion of each compliance period.

## 24 VI.

25 ABC is enjoined and restrained:

26 (A) From purchasing or offering to purchase from an  
27 independent program supplier the right to Network Exhibition  
28 of one or more entertainment programs upon the condition,

1 express or implied, that ABC, or any person controlling ABC,  
2 will obtain any other right or interest from said supplier,  
3 except as to contractual provisions concerning subject  
4 matters incident to the licensing and use of network programs  
5 as provided in Section IV(A) of this Final Judgment.

6 (B) For a period of fifteen (15) years from the effective  
7 date of this Section, from purchasing or offering to purchase  
8 from an independent program supplier any right to the exhibition  
9 of a program, other than a live program, as an ABC television  
10 network entertainment program upon the condition, express or  
11 implied, that said supplier produce the program, in whole or  
12 in part, utilizing ABC production facilities.

13 (C) For a period of fifteen (15) years from the effective  
14 date of this Section from agreeing with an independent  
15 program supplier that said supplier use ABC production  
16 facilities to produce a program, other than a live program,  
17 as an ABC television network entertainment program for a  
18 period in excess of the time required to produce episodes  
19 for one (1) broadcast year, provided that ABC and said  
20 supplier are not precluded each year from negotiating and  
21 contracting for additional periods not to exceed one (1)  
22 year each.

23 (D) For a period of ten (10) years from the effective  
24 date of this Section from purchasing or offering to purchase  
25 from CBS Inc. ("CBS") or National Broadcasting Company,  
26 Inc. ("NBC") any right to Network Exhibition of any enter-  
27 tainment program upon the condition, express or implied,  
28 that CBS or NBC agrees to purchase or offers to purchase



1 a right to network exhibition of any entertainment program  
2 produced or controlled by ABC.

3 (E) For a period of fifteen (15) years from the effective  
4 date of this Section from:

5 (i) Acquiring from an independent program supplier  
6 options for Network Exhibition of a prime time network  
7 entertainment program series exercisable for a period in  
8 excess of four (4) years from the date of first broadcast of  
9 an episode of such program as part of an ABC prime time  
10 television network entertainment program series, and the  
11 balance of any broadcast year in which such four (4) year  
12 period ends, provided that: (a) with respect to any such program  
13 series which commences at the start of a broadcast year,  
14 nothing herein shall prevent ABC, at any time[s] in or after  
15 the Spring of the first broadcast year, from negotiating  
16 new provisions which may include the purchase of an extension  
17 of the option period, so long as the maximum term at no  
18 time exceeds four (4) years from the date such new provisions  
19 are entered into, except that where such new provisions are  
20 entered into at or after the time when ABC exercises its  
21 option for the following broadcast year the maximum term shall  
22 be four (4) years from the start of such following broadcast  
23 year; and (b) with respect to any such program series which  
24 commences at a time other than the beginning of a broadcast  
25 year, nothing herein shall prevent ABC, at any time[s] after  
26 twelve months subsequent to the date of first broadcast,  
27 from negotiating new provisions which may include the purchase  
28 of an extension of the option period, so long as the maximum

1 term at no time exceeds four (4) years, and the balance  
2 of any broadcast year in which such four (4) year period  
3 ends, and provided further that nothing herein shall prevent  
4 ABC from acquiring first negotiation and first refusal rights  
5 for new agreements with said supplier so long as any such  
6 first refusal rights shall not be more favorable to ABC  
7 than a contractual obligation which prevents said supplier  
8 from entering into an agreement with a person other than  
9 ABC on terms less favorable to said supplier than said supplier's  
10 last offer to ABC without giving ABC the first opportunity  
11 to meet such terms, and provided further that nothing herein  
12 shall prevent ABC from entering into contractual provisions  
13 incident to the licensing and use of network programs as  
14 provided in Section IV(A) of this Final Judgment.

15 (ii) Acquiring from an independent program supplier,  
16 after thirty (30) days from the entry of this Final Judgment,  
17 exclusive exhibition rights for prime time network entertain-  
18 ment program series episodes for which ABC has a contractual  
19 right to Network Exhibition, in excess of the following:

20 (a) for prime time use, the duration  
21 of any contract term or terms by which ABC  
22 acquires the right to Network Exhibition;

23 (b) for non-prime time stripping on tele-  
24 vision broadcast stations, four (4) years from  
25 the first prime time episode broadcast; and

26 (c) for all other broadcast uses, three  
27 (3) years from the first prime time episode  
28 broadcast,

1 provided that nothing herein shall prevent ABC from negotiating  
2 for and acquiring rights, including exclusive rights, for  
3 stripping and once weekly exhibition to be utilized after  
4 the periods of exclusivity set forth above, so long as  
5 negotiation for and acquisition of such rights takes place  
6 after ABC has agreed to order episodes of such program for  
7 the first year of broadcast as an ABC prime time television  
8 network entertainment program series, and provided further that  
9 nothing herein shall prevent ABC from acquiring exclusive  
10 exhibition rights to series episodes for the broadcast year  
11 for which such episodes are ordered.

12 (iii) Acquiring from an independent program supplier,  
13 after thirty (30) days from the entry of this Final Judgment,  
14 exclusive exhibition rights for theatrical feature films for  
15 which ABC has a contractual right to Network Exhibition,  
16 against:

17 (a) theatrical and non-theatrical direct  
18 projection;

19 (b) closed circuit TV in non-residential  
20 hotels, motels, bars, restaurants, hospitals and  
21 similar non-residential institutions;

22 (c) passenger-carrying vehicles;

23 (d) video discs, cartridges or cassettes

24 or other such equipment.

25 (F) For a period of ten (10) years from the effective  
26 date of this Section, from acquiring from an independent  
27 program supplier a first year pick-up option for exhibition  
28 of a prime time network entertainment program series based

1 on a program designated by ABC and said supplier as a "pilot  
2 program" ("pilot") which is exercisable after the following  
3 times:

4 (i) where ABC has not advanced said supplier any  
5 part of the costs of pilot development, subsequent to the  
6 earliest date that the agreement contemplates that broadcast  
7 of the series may commence; and

8 (ii) where ABC has advanced said supplier any part  
9 of the costs of pilot development, more than one (1) year  
10 after delivery to ABC of the completed pilot, provided that  
11 as to those series which ABC does not include in the network  
12 schedule at the earliest date that the agreement contemplates  
13 that broadcast of the series may commence:

14 (a) for those pilots which have been de-  
15 livered to ABC between October 2 of one year  
16 and April 1 of the following year, ABC must  
17 designate by June 1 of the latter year sixty-  
18 five percent (65%) of such pilots as to which  
19 ABC will release its option for series ex-  
20 hibition upon payment to ABC of all of ABC's  
21 unrecouped costs for the development of such  
22 pilots; and

23 (b) for those pilots which have been de-  
24 livered to ABC between April 2 and October 1  
25 of the same year, ABC must designate by Janu-  
26 ary 1 of the following year sixty-five percent  
27 (65%) of such pilots as to which ABC will re-  
28 lease its option for series exhibition upon pay-

1           ment to ABC of all of ABC's unrecouped costs  
2           for the development of such pilots;  
3   and provided further that ABC may purchase additional first  
4   year pick-up options for series which ABC has not designated  
5   for release and for series which ABC has designated for  
6   option release but which ABC wishes to retain, so long as  
7   such additional options are acquired, for pilots described in  
8   Section VI(F)(ii)(a), after June 1, or after the announcement  
9   of the ABC television network schedule for the next broadcast  
10   year, whichever is later, and, for pilots described in  
11   Section VI(F)(ii)(b), after December 1, and so long as such  
12   additional options do not exceed increments of six (6)  
13   months.

14           For purposes of this Section VI(F):

15                 A pilot shall be deemed to have been de-  
16                 livered to ABC when ABC has received, in the  
17                 case of a film pilot, an answer print, and, in  
18                 the case of a tape pilot, a program complying  
19                 with customary tape requirements.

20                 In computing the number of pilots to be  
21                 released under Sections VI(F)(ii)(a) and (b),  
22                 any fraction of a pilot shall be rounded off  
23                 to the next lower whole number.

24                 Unrecouped costs shall be deemed to be the  
25                 amount of money advanced by ABC to an independent  
26                 program supplier for the development of a ;  
27                 pilot, except that if the ABC television net-  
28                 work broadcasts a pilot once, two-thirds (2/3)

1 of ABC's costs shall be deemed to have been  
2 recouped, and if ABC broadcasts a pilot more  
3 than once, all of ABC's costs shall be deemed  
4 to have been recouped.

5 (G) For a period of ten (10) years from the effective  
6 date of this Section, from acquiring from an independent  
7 program supplier rights in excess of first negotiation and  
8 first refusal rights for a spinoff involving a non-continuing  
9 character.

10 For purposes of this Section VI(G):

11 First refusal rights shall not be more  
12 favorable to ABC than a contractual obliga-  
13 tion which prevents said supplier from enter-  
14 ing into an agreement with a person other  
15 than ABC on terms less favorable to said  
16 supplier than said supplier's last offer to  
17 ABC without giving ABC the first opportunity  
18 to meet such terms.

19 A non-continuing character shall be  
20 deemed to mean one who appeared in no more  
21 than twenty-five percent (25%) of the original  
22 episodes of the program upon which such spinoff  
23 is based during the twelve (12) months prior  
24 to the time exhibition rights to such spinoff  
25 are offered for licensing by said supplier.

26 (H) For a period of ten (10) years from the effective  
27 date of this Section, from purchasing from an independent pro-  
28 gram supplier a right to first run Network Exhibition of any

1 television entertainment program series which includes the  
2 right to exhibit repeats of episodes in years subsequent to the  
3 broadcast year of initial exhibition of such episodes, provided  
4 that repeat rights to three (3) initial episodes per broadcast  
5 year of each such program series may be purchased for exhibition  
6 in subsequent broadcast years as part of the right to Network  
7 Exhibition, and provided further that additional rights to  
8 repeats may be purchased for exhibition in subsequent broadcast  
9 years, so long as negotiation for and acquisition of such  
10 additional repeat rights takes place after ABC has agreed to  
11 order episodes of such program series for the first year of  
12 broadcast as an ABC television network entertainment program  
13 series, and provided further that the limitation as to the use  
14 of repeats contained in this Section VI(H) shall not apply to  
15 (i) made-for-television and theatrical feature films, (ii)  
16 specials, and (iii) cartoons or other children's programs.

17 (I) For a period of ten (10) years from the effective  
18 date of this Section, from asserting or exercising any right  
19 under any agreement for the services of any continuing performing  
20 or essential creative talent providing services in connection  
21 with a particular prime time entertainment program series licensed  
22 to ABC so as to preclude such talent from being able to continue  
23 to provide services in connection with that program series  
24 if licensed to any other licensee up to and including ninety (90)  
25 days after the expiration of ABC's option[s] for that series.

26 (J) For a period of ten (10) years from the effective  
27 date of this Section, from asserting or exercising any right  
28 under any agreement for the services of any essential performing

1 or essential creative talent who has provided services in connection  
2 with a prime time entertainment program series pilot delivered to  
3 ABC so as to preclude such talent from being able to provide  
4 services in connection with a program series based on that  
5 pilot, if licensed to any other licensee up to and including  
6 ninety (90) days after the expiration of ABC's option[s]  
7 for that series. This provision shall not be applicable  
8 to those 20 ABC agreements for the exclusive services of  
9 creative talent which were entered into on or before July 16,  
10 1980, provided that this exception shall not extend beyond  
11 December 31, 1982.

## 12 VII.

13 Nothing contained in this Final Judgment shall be  
14 construed:

15 (A) To prohibit ABC from acquiring rights for non-  
16 network broadcast of programs by ABC owned and operated  
17 television broadcast stations where such rights are not acquired,  
18 directly or indirectly, in connection with the negotiation  
19 for or acquisition of rights including renewal rights,  
20 for the exhibition, distribution or use of any program as an  
21 ABC television network program.

22 (B) To prohibit ABC from seeking repayment, in whole  
23 or in part, of money or other consideration loaned, advanced  
24 or furnished by ABC in connection with the development or  
25 production of a television network program or of a project  
26 or activity that may result in a television network program,  
27 to the extent of the amount loaned, advanced or furnished,  
28 including interest.



1 (C) To prohibit ABC from acquiring rights with respect  
2 to non-broadcast uses, including but not limited to publica-  
3 tion of books or music, where such rights are not acquired,  
4 directly or indirectly, in connection with the negotiation  
5 for or acquisition of rights, including renewal rights, for  
6 the exhibition, distribution or use of any program as an ABC  
7 television network program.

8 (D) To prohibit ABC from selling, licensing, or  
9 distributing outside the United States programs (i) produced  
10 in foreign countries and not included in ABC's television net-  
11 work schedule, where the acquisition of such distribution  
12 rights is not conditioned, directly or indirectly, upon the  
13 negotiation for or acquisition of rights, including renewal  
14 rights, for the exhibition, distribution or use of any  
15 program as an ABC television network program, or (ii) pro-  
16 duced by ABC, by any person controlling ABC, or by any person  
17 in which ABC or any person controlling ABC has any ownership  
18 interest.

19 (E) To preclude plaintiff, upon a showing that ABC has  
20 used exclusive rights to performing or creative talent to  
21 circumvent Section VI(F) of this Final Judgment, from applying  
22 to the Court for additional relief under this Judgment against  
23 such conduct, provided that such additional relief would not  
24 place ABC at a competitive disadvantage with respect to  
25 CBS or NBC.

26 VIII.

27 If a Final Order, Judgment or Decree or modification  
28 thereof is entered with respect to CBS in United States

1 v. CBS Inc., Civil Action No. 74-3599-RJK (C.D. Cal.),  
2 or with respect to NBC in United States v. National Broad-  
3 casting Company, Inc., Civil Action No. 74-3601-RJK (C.D.  
4 Cal.), which is not appealable or from which no timely appeal  
5 is taken, which shall order or decree for either CBS or  
6 NBC injunctions different in terms or provisions than those  
7 required by this Final Judgment, or which shall result in  
8 the dismissal of either or both of such actions, ABC may  
9 apply to the Court and shall be granted a modification of  
10 or relief from any terms set forth herein as may be necessary  
11 to prevent ABC from being placed at a competitive disadvantage  
12 with respect to CBS or NBC.

13 IX.

14 (A) Within thirty (30) days after the entry of this  
15 Final Judgment, ABC shall furnish to its officers, directors,  
16 and appropriate employees and agents a copy of this Final  
17 Judgment, and each year for a period of ten (10) years  
18 thereafter ABC shall furnish a copy to all new officers,  
19 directors and appropriate employees and agents. ABC shall  
20 maintain a file listing all persons to whom it has furnished  
21 such copies.

22 (B) Within thirty (30) days after entry of this Final  
23 Judgment and once each year during the succeeding ten (10)  
24 calendar years following entry of this Final Judgment, ABC  
25 shall send a copy of this Final Judgment to the last known  
26 address of each independent program supplier known to have  
27 offered any entertainment program to ABC for inclusion in  
28 its schedule of ABC television network programs within the

1 preceding five (5) years and to each person listed in the  
2 then current issue of Television Factbook as a provider of  
3 television production facilities.

4 X.

5 (A) For the purpose of determining or securing com-  
6 pliance with this Final Judgment, duly authorized representa-  
7 tives of the Department of Justice, upon written request of  
8 the Attorney General or the Assistant Attorney General in  
9 Charge of the Antitrust Division, and on reasonable notice  
10 to ABC made to its principal office, shall be permitted,  
11 subject to any legally recognized privilege:

12 (1) access during the office hours of ABC to all  
13 books, ledgers, accounts, correspondence, memoranda, and  
14 other records and documents in the possession or under the  
15 control of ABC relating to any matter contained in this  
16 Final Judgment; and

17 (2) subject to the reasonable convenience of ABC  
18 and without restraint or interference by it, the right to  
19 interview officers or employees of ABC, who may have counsel  
20 present, regarding any such matter.

21 (B) ABC, upon written request of the Attorney General  
22 or the Assistant Attorney General in Charge of the Antitrust  
23 Division, made to its principal office, shall submit such  
24 written reports with respect to any of the matters contained  
25 in this Final Judgment as from time to time may be requested.

26 No information obtained by the means provided in this  
27 Section X shall be divulged by any representative of plain-  
28 tiff to any person other than a duly authorized representative

1 of the Executive Branch of the United States, except in the  
2 course of legal proceedings to which the United States is a  
3 party, or for the purpose of securing compliance with this  
4 Final Judgment or as otherwise required by law.

5 XI.

6 Jurisdiction is retained by this Court for the purpose  
7 of enabling either party to this Final Judgment to apply to  
8 this Court at any time for such further orders and directions  
9 as may be necessary or appropriate for the construction or  
10 modification of any of the provisions thereof, for the enforce-  
11 ment of compliance therewith, and for the punishment of  
12 violations thereof.

13 XII.

14 Entry of this Final Judgment is in the public interest.

15  
16 Dated: November 14, 1980

17  
18 Robert J. Kelleher  
19 UNITED STATES DISTRICT JUDGE  
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APPENDIX A \*/

(a) "Agricultural programs" include market reports, farming, or other information specifically addressed, or primarily of interest, to the agricultural population.

(b) "News programs" include reports dealing with current local, national, and international events, including weather and stock market reports; and when an integral part of a news program, commentary, analysis, and sports news.

(c) "Public affairs programs" include talks, commentaries, discussions, speeches, editorials, political programs, documentaries, forums, panels, round tables, and similar programs primarily concerning local, national, and international public affairs.

(d) "Religious programs" include sermons or devotionals; religious news; and music, drama, and other types of programs designed primarily for religious purposes.

(e) "Instructional programs" include programs (other than those classified under Agricultural, News, Public Affairs, Religious or Sports) involving the discussion of, or primarily designed to further an appreciation or understanding of, literature, music, fine arts, history, geography, and the natural and social sciences; and programs devoted to occupational and vocational instruction, instruction with respect to hobbies, and similar programs intended primarily to instruct.

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\*/ Taken from 47 C.F.R. § 73.670, n. 1 (1975).

APPENDIX B

COMPLIANCE REPORT

ABC PRODUCED PROGRAMS

Compliance Period \_\_\_\_\_  
No. weeks \_\_\_\_\_

Prime Time Hours

Entertainment:

<u>Program Name</u>	<u>No. Minutes Per Week</u>	<u>No. Weeks Offered For Network Broadcast</u>
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Non-Entertainment:

<u>Program Name</u>	<u>No. Minutes Per Week</u>	<u>No. Weeks Offered For Network Broadcast</u>
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Daytime Hours

Entertainment:

<u>Program Name</u>	<u>No. Minutes Per Week</u>	<u>No. Weeks Offered For Network Broadcast</u>
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Non-Entertainment:

<u>Program Name</u>	<u>No. Minutes Per Week</u>	<u>No. Weeks Offered For Network Broadcast</u>
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Fringe Hours

Entertainment:

Program Name

No. Minutes  
Per Week

No. Weeks Offered For  
Network Broadcast

Non-Entertainment:

Program Name

No. Minutes  
Per Week

No. Weeks Offered For  
Network Broadcast