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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,)
11)
Plaintiff,) Civil No. 74-3601-RJK
12)
v.)
13)
NATIONAL BROADCASTING) STIPULATION AND ORDER
14 COMPANY, INC.,)
15 Defendant.)
16

17 The parties having filed a Stipulation dated November 17,
18 1976, regarding the filing and entry of a Final Judgment in
19 the form attached thereto, and comments having been received
20 and considered by plaintiff, it is hereby stipulated and agreed
21 by and between the parties, by their respective attorneys and
22 subject to the approval of the Court, that:

23 1. The proposed Final Judgment lodged with the Court on
24 November 17, 1976, shall be modified as follows:

25 (a) Section VI(E)(iii)(e) shall be deleted
26 (page 9, line 31 - page 10, line 14).

27 (b) On page 11, line 5, "June 1" shall be
28 substituted for "July 1."

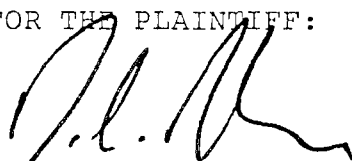
1 The above modifications are incorporated in the amended pro-
2 posed Final Judgment attached hereto.

3 2. Recognizing that the proposed Final Judgment does not
4 specifically deal with the use of contractual rights to the
5 exclusive use of talent or of literary properties for tele-
6 vision exhibition, the parties have nevertheless agreed that
7 the entry of this Final Judgment shall not preclude plaintiff,
8 upon a showing that defendant has used such exclusive rights
9 to impede competition in the television entertainment program-
10 ming field or to circumvent any provision of the Final Judgment,
11 from applying to the Court for relief under the Judgment against
12 such conduct, provided that such relief would not place NBC
13 at a competitive disadvantage with respect to CBS or ABC.

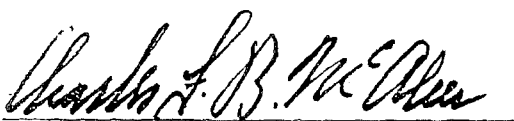
14 3. This Stipulation and Order, the above modifications,
15 and the original inclusion and subsequent deletion of Section
16 VI(E)(iii)(e) from the proposed Final Judgment, shall not estop
17 plaintiff or defendant, or any person, in this or any other
18 action or proceeding, from asserting any issue of fact or law
19 as to the subject matter of Section VI(E)(iii)(e) or as to the
20 use of contractual rights to the exclusive use of talent or of
21 literary properties for television exhibition, nor shall they
22 constitute any evidence or admission as to any such issue.


1 Dated: May 4, 1977

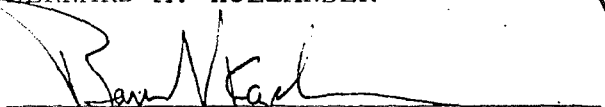
2 FOR THE PLAINTIFF:


3 
4 DONALD I. BAKER
5 Assistant Attorney General

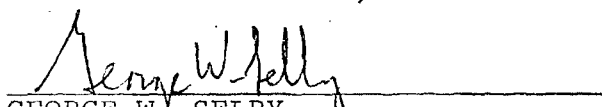
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8 WILLIAM E. SWOPE


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21 KEVIN R. SULLIVAN

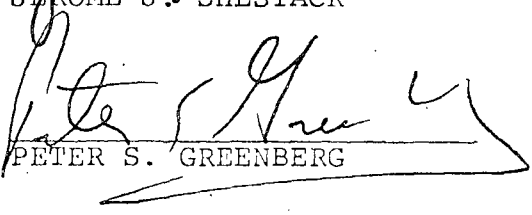
22 Attorneys, Department of Justice

23 FOR THE DEFENDANT:

24 SCHNADER, HARRISON, SEGAL &
25 LEWIS

26 By: 
27 BERNARD G. SEGAL

28 
JEROME J. SHESTACK


PETER S. GREENBERG

ORDER

IT IS SO ORDERED this _____ day of _____, 1977.

UNITED STATES DISTRICT JUDGE

ENTERED
NOV 28 1977
CLERK, U. S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
BY

FILED
NOV 23 1977
CLERK, U. S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
BY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	CV NO. 74-3601-RJK
)	
v.)	
)	
NATIONAL BROADCASTING)	FINAL JUDGMENT.
COMPANY, INC.,)	
)	
Defendant.)	<u>Entered</u> : Nov. 28, 1977
)	

Plaintiff, United States of America, having filed its complaint herein on December 10, 1974, and defendant, National Broadcasting Company, Inc., having filed its answer herein on December 30, 1974, by their respective attorneys, each having consented to the entry of this Final Judgment, without trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting any evidence against or admission by any party with respect to any issue of fact or law in any action or 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
10 Congress of July 2, 1890, 15 U.S.C. §§1, 2, entitled "An act
11 to protect trade and commerce against unlawful restraints
12 and monopolies," as amended, commonly known as the Sherman
13 Act.

14 II.

15 As used in this Final Judgment:

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

18 (B) "NBC" means the National Broadcasting Company,
19 Inc. and its subsidiaries.

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

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

27 (E) "Entertainment Program" means any program, including
28 a feature film, exhibited or intended to be exhibited on

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

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

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

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

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

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

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) "NBC 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 NBC, by any
11 person controlling NBC, or by any person in which NBC or any
12 person controlling NBC 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 NBC, to any person controlling NBC and to each of NBC'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.

25 IV.

26 NBC is enjoined and restrained from:

27 (A) Acquiring any financial or proprietary right or
28 interest in the exhibition, distribution, or other commercial

1 use of any television program produced wholly or in part by
2 an independent program supplier, other than the right to the
3 Network Exhibition of the program, except as provided in
4 Sections VIII(A)-(D) of this Final Judgment, provided that
5 an agreement granting NBC the right to Network Exhibition
6 may include provisions concerning subject matters incident
7 to the licensing and use of network programs, of which the
8 following are examples: geographic scope and manner of
9 transmission and delivery of network broadcasts; approval of
10 creative elements and program content; technical quality and
11 delivery requirements; union and Equal Employment Opportunity
12 Act compliance; act of God; force majeure; preemptions;
13 obligation to pay for, rather than play, programs; number of
14 episodes or programs ordered; assignability; warranties;
15 indemnification; completion bonds; security agreements and
16 financing statements; insurance; public morals; advertising
17 conflicts; advertising, promotion and publicity of programs;
18 audience testing and screening; cancellation; exclusivity
19 for talent and creative personnel; exclusive exhibition
20 rights (except as limited by Sections VI(E)(ii)-(iii) herein);
21 pilots (except as limited by Section VI(F) herein); options
22 (except as limited by Sections VI(E)(i), VI(F) and VI(G)
23 herein); first negotiation and first refusal rights (except
24 as limited by Sections VI(E)(i) and VI(G) herein); spinoffs
25 (except as limited by Section VI(G) herein); repeats (except
26 as limited by Section VI(H) herein); same day protection
27 against once weekly syndication programs and theatrical
28 feature films; title protection for the length of the appli-

1 cable contract or contracts; format and continuing character
2 protection; breach; and remedies, so long as any such provi-
3 sion does not violate the antitrust laws.

4 (B) Selling, licensing, or distributing entertainment
5 programs to television broadcast stations for non-network
6 television exhibition (or otherwise engaging in the business
7 commonly known as "syndication"), or to foreign television
8 stations or networks, except as provided in Section VIII(D)
9 of this Final Judgment.

10 V.

11 (A) NBC is enjoined and restrained for a period of ten
12 (10) years from the effective date of this Section from
13 offering for NBC network broadcast during Prime Time Hours,
14 Daytime Hours or Fringe Hours, more than two and one-half
15 (2-1/2) hours per week in Prime Time Hours, more than eight
16 (8) hours per week in Daytime Hours, and more than eleven
17 (11) hours per week in Fringe Hours, determined on the
18 average per compliance period, of entertainment programs
19 obtained from sources other than independent program suppliers,
20 provided that during each compliance period NBC may add to
21 the total number of allowable hours of entertainment programming
22 from sources other than independent program suppliers, two
23 (2) non-regularly scheduled special programs, and provided
24 further that in any compliance period, NBC may, during
25 Fringe Hours, increase the number of allowable hours of
26 entertainment programming from sources other than independent
27 program suppliers by reducing to the same extent the number
28

1 of allowable hours of such programming in Prime Time Hours
2 and/or Daytime Hours.

3 (B) For purposes of this Section V, compliance periods
4 shall be consecutive semi-annual periods commencing at the
5 start of each broadcast year. Compliance reports in the
6 form set forth in Appendix B to this Final Judgment shall be
7 submitted by NBC to plaintiff within thirty (30) days
8 following the conclusion of each compliance period.

9 VI.

10 NBC is enjoined and restrained:

11 (A) From purchasing or offering to purchase from an
12 independent program supplier the right to Network Exhibition
13 of one or more entertainment programs upon the condition,
14 express or implied, that NBC, or any person controlling NBC,
15 will obtain any other right or interest from said supplier,
16 except as to contractual provisions concerning subject
17 matters incident to the licensing and use of network programs
18 as provided in Section IV(A) of this Final Judgment.

19 (B) For a period of fifteen (15) years from the effective
20 date of this Section, from purchasing or offering to purchase
21 from an independent program supplier any right to the exhibition
22 of a program, other than a live program, as an NBC television
23 network entertainment program upon the condition, express or
24 implied, that said supplier produce the program, in whole or
25 in part, utilizing NBC production facilities.

26 (C) For a period of fifteen (15) years from the effective
27 date of this Section from agreeing with an independent
28 program supplier that said supplier use NBC production

1 facilities to produce a program, other than a live program,
2 as an NBC television network entertainment program for a
3 period in excess of the time required to produce episodes
4 for one (1) broadcast year, provided that NBC and said
5 supplier are not precluded each year from negotiating and
6 contracting for additional periods not to exceed one (1)
7 year each.

8 (D) For a period of ten (10) years from the effective
9 date of this Section from purchasing or offering to purchase
10 from CBS Inc. ("CBS") or American Broadcasting Companies,
11 Inc. ("ABC") any right to Network Exhibition of any entertainment
12 program upon the condition, express or implied, that CBS or
13 ABC agrees to purchase or offers to purchase a right to
14 network exhibition of any entertainment program produced or
15 controlled by NBC.

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

18 (i) Acquiring from an independent program supplier
19 options for Network Exhibition of a prime time network
20 entertainment program series exercisable for a period in
21 excess of four (4) years from the date of first broadcast of
22 an episode of such program as part of an NBC prime time
23 television network entertainment program series, and the
24 balance of any broadcast year in which such four (4) year
25 period ends, provided that nothing herein shall prevent NBC,
26 after the date of first broadcast, from negotiating new
27 provisions which may include the purchase of an extension of
28 the option period to five (5) years from the date of first

1 broadcast, and the balance of any broadcast year in which
2 such five (5) year period ends, and, at the end or during
3 the final year of any contract term, from negotiating for
4 and entering into new agreements with said supplier so long
5 as the options acquired under any such new agreements do not
6 exceed a period of four (4) years from the date of first
7 broadcast of an episode under such new agreements, and the
8 balance of any broadcast year in which such four (4) year
9 period ends, plus the right to negotiate for and acquire a
10 fifth option year, and provided further that nothing herein
11 shall prevent NBC from acquiring first negotiation and first
12 refusal rights for new agreements with said supplier so long
13 as any such first refusal rights shall not be more favorable
14 to NBC than a contractual obligation which prevents said
15 supplier from entering into an agreement with a person other
16 than NBC on terms less favorable to said supplier than said
17 supplier's last offer to NBC without giving NBC the first
18 opportunity to meet such terms, and provided further that
19 nothing herein shall prevent NBC from entering into contractual
20 provisions incident to the licensing and use of network
21 programs as provided in Section IV(A) of this Final Judgment.

22 (ii) Acquiring from an independent program supplier,
23 after thirty (30) days from the entry of this Final Judgment,
24 exclusive exhibition rights for prime time network entertain-
25 ment program series episodes for which NBC has exercised a
26 contractual right to Network Exhibition, in excess of the
27 following:
28

1 (a) for prime time use, the duration
2 of any contract term or terms by which NBC
3 acquires the right to Network Exhibition;

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

7 (c) for all other broadcast uses, three
8 (3) years from the first prime time episode
9 broadcast,

10 provided that nothing herein shall prevent NBC from negotiating
11 for and acquiring rights, including exclusive rights, for
12 stripping and once weekly exhibition to be utilized after
13 the periods of exclusivity set forth above, so long as
14 negotiation for and acquisition of such rights takes place
15 after NBC has agreed to order episodes of such program for
16 the first year of broadcast as an NBC prime time television
17 network entertainment program series, and provided further that
18 nothing herein shall prevent NBC from acquiring exclusive
19 exhibition rights to series episodes for the broadcast year
20 for which such episodes are ordered.

21 (iii) Acquiring from an independent program supplier
22 after thirty (30) days from the entry of this Final Judgment,
23 exclusive exhibition rights for theatrical feature films for
24 which NBC has a contractual right to Network Exhibition,
25 against:

26 (a) theatrical and non-theatrical direct
27 projection;
28

1 (b) closed circuit TV in non-residential
2 hotels, motels, bars, restaurants, hospitals and
3 similar non-residential institutions;

4 (c) passenger-carrying vehicles;

5 (d) video discs, cartridges or cassettes
6 or other such equipment.

7 (F) For a period of ten (10) years from the effective
8 date of this Section, from acquiring from an independent
9 program supplier a first year pick-up option for exhibition
10 of a prime time network entertainment program series based
11 on a program designated by NBC and said supplier as a "pilot
12 program" ("pilot") which is exercisable after the following
13 times:

14 (i) where NBC has not advanced said supplier any
15 part of the costs of pilot development, subsequent to the
16 earliest date that the agreement contemplates that broadcast
17 of the series may commence; and

18 (ii) where NBC has advanced said supplier any part
19 of the costs of pilot development, more than one (1) year
20 after delivery to NBC of the completed pilot, provided that
21 as to those series which NBC does not include in the network
22 schedule at the earliest date that the agreement contemplates
23 that broadcast of the series may commence:

24 (a) for those pilots which have been de-
25 livered to NBC between October 2 of one year
26 and April 1 of the following year, NBC must
27 designate by June 1 of the latter year sixty-
28 five percent (65%) of such pilots as to which

1 NBC will release its option for series ex-
2 hibition upon payment to NBC of all of NBC's
3 unrecouped costs for the development of such
4 pilots; and

5 (b) for those pilots which have been de-
6 livered to NBC between April 2 and October 1
7 of the same year, NBC must designate by Janu-
8 ary 1 of the following year sixty-five percent
9 (65%) of such pilots as to which NBC will re-
10 lease its option for series exhibition upon pay-
11 ment to NBC of all of NBC's unrecouped costs
12 for the development of such pilots;

13 and provided further that NBC may purchase additional first
14 year pick-up options for series which NBC has not designated
15 for release and for series which NBC has designated for
16 option release but which NBC wishes to retain, so long as
17 such additional options are acquired, for pilots described in
18 Section VI(F)(ii)(a), after June 1, or after the announcement
19 of the NBC television network schedule for the next broadcast
20 year, whichever is later, and, for pilots described in
21 Section VI(F)(ii)(b), after December 1, and so long as such
22 additional options do not exceed increments of six (6)
23 months.

24 For purposes of this Section VI(F):

25 A pilot shall be deemed to have been de-
26 livered to NBC when NBC has received, in the
27 case of a film pilot, an answer print, and, in
28

1 the case of a tape pilot, a program complying
2 with customary tape requirements.

3 In computing the number of pilots to be
4 released under Sections VI(F)(ii)(a) and (b),
5 any fraction of a pilot shall be rounded off
6 to the next lower whole number.

7 Unrecouped costs shall be deemed to be the
8 amount of money advanced by NBC to an independent
9 program supplier for the development of a
10 pilot, except that if the NBC television net-
11 work broadcasts a pilot once, two-thirds (2/3)
12 of NBC's costs shall be deemed to have been
13 recouped, and if NBC broadcasts a pilot more
14 than once, all of NBC's costs shall be deemed
15 to have been recouped.

16 (G) For a period of ten (10) years from the effective
17 date of this Section, from acquiring from an independent
18 program supplier rights in excess of first negotiation and
19 first refusal rights for a spinoff involving a non-continuing
20 character.

21 For purposes of this Section VI(G):

22 First refusal rights shall not be more
23 favorable to NBC than a contractual obliga-
24 tion which prevents said supplier from enter-
25 ing into an agreement with a person other
26 than NBC on terms less favorable to said
27 supplier than said supplier's last offer to
28

1 NBC without giving NBC the first opportunity
2 to meet such terms.

3 A non-continuing character shall be
4 deemed to mean one who appeared in no more
5 than twenty-five percent (25%) of the original
6 episodes of the program upon which such spinoff
7 is based during the twelve (12) months prior
8 to the time exhibition rights to such spinoff
9 are offered for licensing by said supplier.

10 (H) For a period of ten (10) years from the effective
11 date of this Section, from purchasing from an independent pro-
12 gram supplier a right to first run Network Exhibition of any
13 television entertainment program series which includes the
14 right to exhibit repeats of episodes in years subsequent to the
15 broadcast year of initial exhibition of such episodes, provided
16 that repeat rights to three (3) initial episodes per broadcast
17 year of each such program series may be purchased for exhibition
18 in subsequent broadcast years as part of the right to Network
19 Exhibition, and provided further that additional rights to
20 repeats may be purchased for exhibition in subsequent broadcast
21 years, so long as negotiation for and acquisition of such
22 additional repeat rights takes place after NBC has agreed to
23 order episodes of such program series for the first year of
24 broadcast as an NBC television network entertainment program
25 series, and provided further that the limitation as to the use
26 of repeats contained in this Section VI(H) shall not apply to
27 (i) made-for-television and theatrical feature films, (ii)
28 specials, and (iii) cartoons or other children's programs.

VII.

The following Sections of this Final Judgment shall not take effect until similar injunctive relief is obtained in Final Orders, Judgments or Decrees entered against CBS in United States v. CBS Inc., Civil Action No. 74-3599-RJK (C.D. Cal.), and against ABC in United States v. American Broadcasting Companies, Inc., Civil Action No. 74-3600-RJK (C.D. Cal.) which are not appealable or from which no timely appeal is taken: V, VI(C), VI(E) (1), and VI(F) through (H).

VIII.

Nothing contained in this Final Judgment shall be construed:

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

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

(C) To prohibit NBC from acquiring rights with respect to non-broadcast uses, including but not limited to publication of books or music, where such rights are not acquired, directly or indirectly, in connection with the negotiation for or acquisition of rights, including renewal rights, for the exhibition, distribution or use of any program as an NBC television network program.

(D) To prohibit NBC from selling, licensing, or distributing outside the United States programs (i) produced in foreign countries and not included in NBC's television network schedule, where the acquisition of such distribution rights is not conditioned, directly or indirectly, upon the negotiation for or acquisition of rights, including renewal rights, for the exhibition, distribution or use of any program as an NBC television network program, or (ii) produced by NBC, by any person controlling NBC, or by any person in which NBC or any person controlling NBC has any ownership interest.

IX.

If a Final Order, Judgment or Decree is entered with respect to CBS in United States v. CBS Inc., Civil Action No. 74-3599-RJK (C.D. Cal.), or with respect to ABC in United States v. American Broadcasting Companies, Inc., Civil Action No. 74-3600-RJK (C.D. Cal.), which is not appealable or from which no timely appeal is taken, which shall order or decree for either CBS or ABC injunctions different in terms or provisions than those required by this Final Judgment, or which shall result in the dismissal of

1 either or both of such actions, NBC may apply to the Court
2 and shall be granted a modification of or relief from any
3 terms set forth herein as may be necessary to prevent NBC
4 from being placed at a competitive disadvantage with respect
5 to CBS or ABC.

6 X.

7 (A) Within thirty (30) days after the entry of this
8 Final Judgment, NBC shall furnish to its officers, directors,
9 and appropriate employees and agents a copy of this Final
10 Judgment, and each year for a period of ten (10) years
11 thereafter NBC shall furnish a copy to all new officers,
12 directors and appropriate employees and agents. NBC shall
13 maintain a file listing all persons to whom it has furnished
14 such copies.

15 (B) Within thirty (30) days after entry of this Final
16 Judgment and once each year during the succeeding ten (10)
17 calendar years following entry of this Final Judgment, NBC
18 shall send a copy of this Final Judgment to the last known
19 address of each independent program supplier known to have
20 offered any entertainment program to NBC for inclusion in
21 its schedule of NBC television network programs within the
22 preceding five (5) years and to each person listed in the
23 then current issue of Television Factbook as a provider of
24 television production facilities.

25 XI.

26 (A) For the purpose of determining or securing com-
27 pliance with this Final Judgment, duly authorized representa-
28 tives of the Department of Justice, upon written request of

1 the Attorney General or the Assistant Attorney General in
2 charge of the Antitrust Division, and on reasonable notice
3 to NBC made to its principal office, shall be permitted,
4 subject to any legally recognized privilege:

5 (1) access during the office hours of NBC to all
6 books, ledgers, accounts, correspondence, memoranda, and
7 other records and documents in the possession or under the
8 control of NBC relating to any matter contained in this
9 Final Judgment; and

10 (2) subject to the reasonable convenience of NBC
11 and without restraint or interference by it, the right to
12 interview officers or employees of NBC, who may have counsel
13 present, regarding any such matter.

14 (B) NBC, upon written request of the Attorney General
15 or the Assistant Attorney General in charge of the Antitrust
16 Division, made to its principal office, shall submit such
17 written reports with respect to any of the matters contained
18 in this Final Judgment as from time to time may be requested.

19 No information obtained by the means provided in this
20 Section XI shall be divulged by any representative of plain-
21 tiff to any person other than a duly authorized representative
22 of the Executive Branch of the United States, except in the
23 course of legal proceedings to which the United States is a
24 party, or for the purpose of securing compliance with this
25 Final Judgment or as otherwise required by law.

26 XII.

27 Jurisdiction is retained by this Court for the purpose
28 of enabling either party to this Final Judgment to apply to

1 this Court at any time for such further orders and directions
2 as may be necessary or appropriate for the construction or
3 modification of any of the provisions thereof, for the enforce-
4 ment of compliance therewith, and for the punishment of
5 violations thereof.

6 XIII.

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

8 Dated: NOV 28 1977

9
10 
11 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.

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

1 (f) "Sports programs" include play-by-play and pre- or
2 post-game related activities and separate programs of sports
3 instruction, news or information (e.g., fishing opportunities,
4 golfing instructions, etc.).
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APPENDIX B

COMPLIANCE REPORT

NBC 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

APPENDIX B

COMPLIANCE REPORT

CBS 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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