

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

In the Matter of)	
	)	NAL/Acct. No. 200532080012
VIACOM INC.	)	FRN No. 0003612447
)	
	)	NAL /Acct. No. 2001320800008
INFINITY RADIO INC.¹	)	FRN No. 0003616588
)	
Licensee of Station WLLD(FM), Holmes Beach, Florida	)	Facility ID No. 18527
)	
Forfeiture Order released March 2, 2001 (DA 01-537) ²)	
)	
INFINITY BROADCASTING EAST INC.³	)	FRN No. 0009225210
)	
Licensee of Stations WKRK-FM, Detroit, Michigan and WNEW(FM), New York, New York	)	Facility ID No. 9618 Facility ID No. 25442
)	
Forfeiture Order released December 8, 2003 (FCC 03-302) ⁴	)	NAL/Acct. No. 200332080010
)	
Notice of Apparent Liability for Forfeiture released March 18, 2004 (FCC 04-49) ⁵	)	NAL/Acct No. 200432080013

¹ Infinity Radio Inc. is the current licensee of Station WLLD(FM), successor-in-interest to Infinity Radio License, Inc., as the result of the grant of an application for approval of the *pro forma* assignment of the station's license on November 25, 2003 (File No. BALH-20031110AHJ). Each entity is a subsidiary of Viacom Inc.

² *Infinity Radio License, Inc. (WLLD(FM))*, Forfeiture Order, 16 FCC Rcd 4825 (Enf. Bur. 2001), *recon. denied*, Memorandum Opinion and Order, 17 FCC Rcd 18339 (Enf. Bur. 2002), *review denied*, Memorandum Opinion and Order, 19 FCC Rcd 5022 (2004), *recon. denied*, Memorandum Opinion and Order, FCC 04-198 (rel. Aug. 23, 2004).

³ Infinity Broadcasting East Inc. is the current licensee of Stations WKRK-FM and WNEW(FM), successor-in-interest to Infinity Broadcasting Operations, Inc., as the result of the grant of an application for approval of the *pro forma* assignment of these stations' licenses on November 25, 2003 (File No. BALH-20031110AEK and BALH-20031110AEL). Each entity is a subsidiary of Viacom Inc.

⁴ *Infinity Broadcasting Operations, Inc. (WKRK-FM)*, Forfeiture Order, 18 FCC Rcd 26360 (2003), *recon. denied*, Memorandum Opinion and Order, 19 FCC Rcd 4216 (2004), *further recon. denied*, Memorandum Opinion and Order, FCC 04-226 (rel. Oct. 18, 2004).

⁵ *Infinity Broadcasting Operations, Inc. (WKRK-FM)*, Notice of Apparent Liability for Forfeiture, 19 FCC Rcd 5032 (2004). On April 19, 2004, Infinity filed a response to the Commission's Notice of Apparent Liability, which proposed a monetary forfeiture penalty of \$27,500.00 against it for willful violation of 18 U.S.C. § 1464 and 47 C.F.R. § 73.3999.

Notice of Apparent Liability for Forfeiture	)	NAL/Acct. No. 200232080012
Released June 7, 2002 (DA 02-1336) ⁶)	
)	
INFINITY BROADCASTING EAST INC. ⁷	)	NAL/Acct. No. 200432080004
	)	FRN No. 0009225210
Licensee of Stations WNEW(FM), New York,)	
New York	)	Facility ID No. 25442
WYSP(FM), Philadelphia, Pennsylvania	)	Facility ID No. 28628
KYCY(AM), San Francisco, California	)	Facility ID No. 25458
)	
INFINITY RADIO INC. ⁸	)	FRN No. 0003616588
)	
Licensee of Stations)	
WBUF(FM), Buffalo, New York	)	Facility ID No. 53699
KSFN(AM), North Las Vegas, Nevada	)	Facility ID No. 47745
WXTM(FM), Cleveland Heights, Ohio	)	Facility ID No. 74473
WAZU(FM), Circleville, Ohio	)	Facility ID No. 64717
KUPL(AM), Portland, Oregon	)	Facility ID No. 26926
)	
INFINITY RADIO HOLDINGS INC. ⁹	)	FRN No. 002052751
)	
Licensee of Station KHWD(FM), ¹⁰ Roseville,	)	Facility ID No. 11273
California)	

⁶ *Infinity Broadcasting Operations, Inc. (WNEW(FM))*, Notice of Apparent Liability for Forfeiture, 17 FCC Rcd 10665 (Enf. Bur. 2002). On July 29, 2002, Infinity filed a response to the Bureau's Notice of Apparent Liability, which proposed a monetary forfeiture penalty of \$21,000.00 against it for willful and repeated violations of 18 U.S.C. § 1464 and 47 C.F.R. § 73.3999.

⁷ Infinity Broadcasting East Inc. is the current licensee of Stations WYSP(FM) and KYCY(FM), successor-in-interest to Infinity Broadcasting Operations, Inc., as the result of the grant of an application for approval of the *pro forma* assignment of these stations' licenses on November 25, 2003 (File Nos. BALH-20031110AES and BALH-20031110ADL). Each entity is a subsidiary of Viacom Inc.

⁸ Infinity Radio Inc. is the current licensee of Stations WBUF (FM), KSFN(AM), WXTM(FM), WAZU(FM), and KUPL(AM), successor-in-interest to Infinity Broadcasting Operations, Inc., as the result of the grant of an application for approval of the *pro forma* assignment of these stations' licenses on November 25, 2003 (File Nos. BALH-20031110AGZ, BALH-20031110AFG, BALH-20031110AHY, BALH-20031110AGW and BALH-20031110AFH). Each entity is a subsidiary of Viacom Inc.

⁹ Infinity Holdings Inc. is the current licensee of Station KHWD(FM), successor-in-interest to Infinity Radio Subsidiary Operations, Inc., as the result of the grant of an application for approval of the *pro forma* assignment of the station's license on November 25, 2003 (File No. BALH-20031110AIW). Each entity is a subsidiary of Viacom Inc.

¹⁰ The call sign of this station was changed on February 6, 2004, and was formerly KXOA(FM).

INFINITY BROADCASTING CORPORATION OF DALLAS	)	FRN No. 0001661032
)	
Licensee of Station KLLI(FM), Dallas, Texas	)	Facility ID No. 1087
)	
INFINITY BROADCASTING CORPORATION OF WASHINGTON, DC	)	FRN No. 0002147528
)	
Licensee of Station WJFK-FM, Manassas, Virginia	)	Facility ID No. 28625
)	
INFINITY RADIO HOLDINGS CORPORATION OF ORLANDO	)	FRN No. 0001800705
)	
Licensee of Station WCKG(FM), Elmwood Park, Illinois	)	Facility ID No. 71283
)	
HEMISPHERE BROADCASTING CORPORATION	)	FRN No. 0003617933
)	
Licensee of Station WBCN(FM), Boston, Massachusetts	)	Facility ID No. 26897
)	
Notice of Apparent Liability for Forfeiture Released October 2, 2003 (FCC 03-234) ¹¹)	

ORDER

Adopted: November 9, 2004

Released: November 23, 2004

By the Commission: Commissioners Copps and Martin concurring and issuing separate statements; Commissioner Adelstein issuing a statement.

1. The Commission has been investigating whether Viacom Inc. and its direct and indirect subsidiaries that hold FCC authorizations (collectively "Viacom")¹² may have violated restrictions on the broadcast of obscene, indecent or profane material.¹³
2. The Commission and Viacom have negotiated the terms of the Consent Decree, a copy of which is attached hereto and incorporated by reference.
3. After reviewing the terms of the Consent Decree, we find that the public interest would be served by approving the Consent Decree and terminating all pending proceedings against Viacom relating to restrictions on the broadcast of obscene, indecent or profane material except for the Commission's Notice of Apparent Liability for Forfeiture, *Complaints Against Various Television*

¹¹ *Infinity Broadcasting Operations, Inc.*, Notice of Apparent Liability for Forfeiture, 18 FCC Rcd 19954 (2003). On November 12, 2003, Infinity filed a response to the Commission's Notice of Apparent Liability, which proposed a monetary forfeiture penalty of \$357,500.00 against it and other affiliated licensees for willful and repeated violations of 18 U.S.C. § 1464 and 47 C.F.R. § 73.3999.

¹² Each captioned licensee entity is a subsidiary of Viacom Inc.

¹³ 18 U.S.C. § 1464; 47 C.F.R. § 73.3999.

Licensees Concerning Their February 1, 2004 Broadcast of the Super Bowl XXXVIII Halftime Show, FCC 04-209, released September 22, 2004, which is expressly excluded from the scope of the Consent Decree.¹⁴ Moreover, the Consent Decree leaves in place the general warnings to broadcasters set forth in paragraphs 12 and 13 of the Commission's Notice of Apparent Liability for Forfeiture, *Infinity Broadcasting Operations, Inc. (WKRK-FM)*, 18 FCC Rcd 6915 (2003).¹⁵

4. Based on the record before us, in particular Viacom's admission that some of the material it broadcast was indecent in violation of 47 C.F.R. § 73.3999, and the remedial efforts to which Viacom has agreed, we conclude that there are no substantial and material questions of fact in regard to these matters as to whether Viacom possesses the basic qualifications, including its character qualifications, to hold or obtain any FCC licenses or authorizations.

5. Accordingly, IT IS ORDERED, pursuant to Sections 4(i) and 503(b) of the Communications Act of 1934, as amended,¹⁶ that the attached Consent Decree IS ADOPTED.

6. IT IS FURTHER ORDERED that the Secretary SHALL SIGN the Consent Decree on behalf of the Commission.

7. IT IS FURTHER ORDERED that, except as noted in Paragraph 3 *supra*, the above-captioned Enforcement Bureau and Commission Notices of Apparent Liability for Forfeiture, Forfeiture Orders and Memorandum Opinions and Orders against Viacom regarding violations of 18 U.S.C. § 1464 and 47 C.F.R. § 73.3999 ARE RESCINDED, VACATED and CANCELLED, all Enforcement Bureau investigations regarding possible violations by Viacom of 18 U.S.C. § 1464 and 47 C.F.R. § 73.3999 ARE TERMINATED, and all third-party Complaints against Viacom for possible violations of 18 U.S.C. § 1464 and 47 C.F.R. § 73.3999 pending before the Enforcement Bureau as of the date of the Consent Decree ARE DISMISSED WITH PREJUDICE, to the extent that they relate to any "Affected Licensee," as defined in the Consent Decree.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary

¹⁴ See Consent Decree, ¶¶ 5(c), 10.

¹⁵ See *id.*, ¶ 10.

¹⁶ 47 U.S.C. §§ 154(i) and 503(b).

CONSENT DECREE

I. INTRODUCTION

This Consent Decree is made and entered into by and between the Federal Communications Commission (“FCC”) and Viacom Inc., including its subsidiaries CBS Broadcasting Inc., UPN, and Infinity Broadcasting Corporation and their respective direct and indirect subsidiaries and affiliated entities which either hold authorizations for television and radio broadcast stations (individually referred to herein as a “Viacom Station”) located throughout the United States or which distribute network or syndicated television and radio programming to broadcast stations (collectively, “Viacom”).

II. BACKGROUND

1. Viacom is subject to certain Forfeiture Orders issued pursuant to Section 1.80 of the FCC’s Rules involving alleged violations of the Indecency Laws (collectively, “Forfeiture Orders”).
2. Viacom is subject to certain Notices of Apparent Liability issued pursuant to Section 1.80 of the FCC’s Rules involving alleged violations of the Indecency Laws (“NALs”).
3. Viacom (and certain affiliates of the CBS Television Network and UPN) are subject to various Letters of Inquiry from the Bureau involving alleged violations of the Indecency Laws (“LOIs”).
4. Viacom (and certain affiliates of the CBS Television Network and UPN) are subject to various pending submissions at the FCC from third parties regarding broadcasts that have not resulted in LOIs or have not been acted upon by the FCC involving alleged violations of the Indecency Laws (“Complaints”).

III. DEFINITIONS

5. For the purposes of this Consent Decree, in addition to those terms defined above, the following definitions shall apply:

- (a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. § 151 et. seq.
- (b) “Affected Licensee” means: 1) all licensees owned by Viacom; and 2) television licensees that are affiliates of the CBS Television Network and UPN, to the extent of their broadcast of programming distributed by and over those two networks.
- (c) “Alleged Violations” means any Complaint, LOI, NAL or Forfeiture Order described in “Background” above as well as any Complaint, LOI, NAL or Forfeiture Order pertaining to alleged violation of Indecency Laws by an Affected Licensee which may be filed or initiated on or before the Effective

Date, with the exception of the Notice of Apparent Liability for Forfeiture issued in *Complaints Against Various Television Licensees Concerning Their February 1, 2004 Broadcast of the Super Bowl XXXVIII Halftime Show*, FCC 04-209, released September 22, 2004) (the “*Super Bowl NAL*”), which *Super Bowl NAL* is expressly excluded from the scope of this Consent Decree.

- (d) “Bureau” means the FCC’s Enforcement Bureau.
- (e) “Effective Date” is the date on which the FCC releases the Order.
- (f) “Final Order” means an action by the FCC or by its staff pursuant to delegated authority (i) which has not been vacated, reversed, stayed, set aside, annulled or suspended, (ii) with respect to which no timely appeal, request for stay or petition for rehearing, reconsideration or review by any party or by the FCC on its own motion, is pending, and (iii) as to which the time for filing any such appeal, request, petition, or similar document or for the reconsideration or review by the FCC on its own motion under the Communications Act of 1934, as amended, and the FCC’s rules and regulations, has expired.
- (g) “Indecency Laws” means 18 U.S.C. § 1464 and 47 C.F.R. § 73.3999.
- (h) “Order” means an order of the FCC or Bureau adopting this Consent Decree.
- (i) “Parties” shall mean Viacom and the FCC.

IV. AGREEMENT

6. Subject to the Order becoming a Final Order, Viacom and the FCC agree to be legally bound by the terms and conditions of this Consent Decree.

7. Viacom and the FCC agree that this Consent Decree is in the nature of a settlement of all issues relating to the Alleged Violations, does not constitute an adjudication of the merits of the matters focused upon in any of the Alleged Violations or any finding on the facts or law regarding any compliance or noncompliance by Viacom with the Indecency Laws; provided, however, that solely for the purpose of this Consent Decree and in express reliance on fulfillment of the FCC’s commitments hereunder, Viacom admits that the broadcast material at issue in that certain Forfeiture Order relating to a broadcast on Station WKRK-FM, Detroit, Michigan on January 9, 2002 (Case No. EB-02-IH-0109) and certain of the broadcast material at issue in the Alleged Violations is indecent in violation of 47 C.F.R. § 73.3999, assuming construction of this term as it is construed by the FCC as of the date hereof. Notwithstanding any other provision of this Consent Decree, it is expressly agreed and understood that if this Consent Decree is breached by the FCC, or if any provision of the Consent Decree is invalidated or modified to Viacom’s prejudice either by the FCC or by any court or legislative body, then in such event the admission in the immediately preceding sentence shall be of no force or effect whatsoever, and Viacom shall not, by virtue of such admission or any other provision of this Consent Decree, be deemed to have made any admission concerning any material broadcast on any Viacom station.

8. In consideration of the actions of the FCC described in this Consent Decree, within thirty (30) days of the Effective Date, notwithstanding Paragraph 14 of this Consent Decree, Viacom will adopt and implement a company-wide compliance plan for the purpose of preventing the broadcast of material in violation of the Indecency Laws, and will keep such compliance plan in effect for three (3) years after the Effective Date:

(a) Viacom will purchase and install, for use in connection with its owned television stations and the CBS and UPN Television Networks, delay systems to be used in a reasonable, good faith effort to edit potentially problematic live programming. Viacom will use these delay mechanisms in a reasonable good faith effort to delete material in violation of the Indecency Laws from such live programming.

(b) Viacom will purchase and install audio delay equipment, and institute independent editorial controls, at its owned radio stations that air live programming to edit potentially problematic live programming. Viacom will use these delay mechanisms and editors in a reasonable good faith effort to delete material in violation of the Indecency Laws from such live programming.

(c) All Viacom-owned radio and television stations will be provided with a comprehensive Policy Statement describing the FCC's rules, regulations and policies regarding the Indecency Laws, which shall include detailed descriptions of relevant rulings. Management of every Viacom-owned radio and television station will be obligated to distribute this Policy Statement to on air talent and require talent to certify that they have reviewed and understand the Policy Statement.

(d) Viacom's Policy Statements will be supplemented periodically to reflect material developments in the regulation of indecent programming, and supplemental memoranda on indecency regulation will be provided to radio and television station management to insure their continuous familiarity with ongoing developments with respect to the Indecency Laws.

(e) Viacom will also conduct training with respect to the Indecency Laws for all of its on-air talent and employees who materially participate in programming decisions. Such training will be provided to all such Viacom employees within thirty (30) days following the Effective Date. This training will be provided to all such Viacom employees promptly after they commence their duties. Refresher training will be provided to all such Viacom employees at least once every twelve (12) months.

(f) If a Viacom-owned station receives a Notice of Apparent Liability for a broadcast occurring after the Effective Date which relates to violation of the Indecency Laws, all employees airing and/or materially participating in the decision to air such material will be suspended and an investigation will immediately be undertaken by Viacom. Such employees will be required to undergo remedial training with respect to the Indecency Laws and satisfy station management that they understand such laws before resuming their duties. Upon resumption of duties following remedial training, broadcasts involving such personnel will be subjected to delay and will be monitored by editors for content purposes. Should a Notice of Apparent Liability lead to a Forfeiture Order which thereafter becomes a forfeiture that may be used to Viacom's prejudice within the meaning of Section 504(c) of the Act, all employees airing and/or materially participating in the decision to air the material which is the subject of such a forfeiture will be subject to further disciplinary action up to and including termination.

9. Viacom will make a voluntary contribution to the United States Treasury in the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) within five (5) days after the Order adopting this Consent Decree has become a Final Order. Viacom will make this contribution without further protest or recourse, by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include Acct. No. 200532080012 and FRN No. 0003612447. Payment by check or money order may be mailed to Forfeiture Collection Section, Finance Branch, Federal Communications Commission, P.O. Box 73482, Chicago, Illinois 60673-7482. Payment by overnight mail may be sent to Bank One/LB 73482, 525 West Monroe, 8th Floor Mailroom, Chicago, Illinois 60661. Payment by wire transfer may be made to ABA Number 071000013, receiving bank Bank One, and account number 1165259.

10. As part of the Order, the Commission shall rescind, vacate and cancel the Forfeiture Orders and NALs, shall terminate the LOIs, and shall dismiss with prejudice the Complaints as to any

Affected Licensee, with the exception of the *Super Bowl NAL*, which is excluded from the scope of this Consent Decree and will remain outstanding. In addition, the Notice of Apparent Liability for Forfeiture in *Infinity Broadcasting Operations, Inc. (WKRK-FM)*, 18 FCC Rcd 6915 (2003) shall be rescinded, vacated and cancelled with respect to Infinity Broadcasting, as will any specific findings against it therein regarding the broadcast material at issue, but this Consent Decree shall not affect the general warnings to broadcasters set forth at paragraphs 12 and 13 of that NAL, which warnings shall remain in effect. The FCC shall also cause the Department of Justice to dismiss with prejudice its pending action to enforce the \$7000 forfeiture imposed against Infinity Radio License, Inc., licensee of Station WLLD(FM), Holmes Beach, Florida (File No. 99090433). From and after the Effective Date, the Commission shall not, either on its own motion or in response to any petition to deny or other third-party objection, initiate any inquiries, investigations, forfeiture proceedings, hearings, or other sanctions or actions against any Affected Licensee, or any pending or future application to which an Affected Licensee is a party (including, without limitation, any application for a new station, for renewal of license, for assignment of license, or for transfer of control), based in whole or in part on (i) the NALs, (ii) the Forfeiture Orders, (iii) the LOIs, (iv) the Complaints, (v) any other similar submissions alleging violation by any Affected Licensee of the Indecency Laws with respect to any broadcast occurring prior to the Effective Date, or (v) the allegations contained in any of the foregoing. Without limitation to the foregoing, the FCC shall not use the facts of this Consent Decree or any provision hereof, the NALs, the Forfeiture Orders, the LOIs, the Complaints, any other similar submissions alleging violation by any Affected Licensee of the Indecency Laws with respect to any broadcast occurring prior to the Effective Date, or the underlying facts, behavior, or broadcasts that relate to any of the foregoing, for any purpose relating to any Affected Licensee, and shall treat all such matters as null and void for all purposes.

11. In consideration of the actions taken pursuant to Paragraphs 8, 9 and 10, and in order to avoid the costs of litigation, Viacom and the FCC agree to the terms, conditions and procedures contained herein and contemplated hereby.

12. Viacom and the FCC agree that the FCC has jurisdiction over the matters contained in this Consent Decree and that the undersigned have authority to enter into this Consent Decree on behalf of Viacom and the FCC, respectively.

13. The FCC and Viacom hereby waive their right to seek judicial review of this Consent Decree/Order, or otherwise to contest or challenge their validity, provided that the Consent Decree is adopted without change, addition, or modification.

14. Viacom and the FCC agree that, with the exception of Viacom's adoption and implementation of a Compliance Plan pursuant to Paragraph 8 of this Consent Decree, which will occur within thirty (30) days of the Effective Date, the effectiveness of this Consent Decree is expressly conditioned upon issuance of the Order, and the Order becoming a Final Order, provided that the Consent Decree is adopted without change, addition, or modification.

15. Viacom and the FCC agree that in the event that this Consent Decree is rendered invalid in any material respect by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding. The parties shall use their respective best efforts to preclude such judicial invalidation.

16. If the United States on behalf of the FCC or Viacom should bring an action to enforce the terms of this Consent Decree, the parties agree that they will not contest the validity of the Consent Decree, they will waive any statutory right to a trial *de novo* with respect to any matter upon which the Order is based (provided in each case that the Order is limited to adopting the Consent Decree without change, addition, or modification) and they will consent to a judgment incorporating the terms of this Consent Decree.

17. Each party to this Consent Decree shall bear its own attorneys' fees and costs and Viacom agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, Title 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters discussed in this Consent Decree.

18. Viacom agrees that any material violation of this Consent Decree shall constitute a violation of an FCC order, entitling the FCC to exercise any rights and remedies attendant to the enforcement of an FCC order.

19. This Consent Decree represents the complete agreement between the parties to the Consent Decree and supersedes any other agreements, understandings and representations relating to the subject matter hereof, if any. All rights and benefits described in this Consent Decree and accruing to Viacom shall also inure to the benefit of current or future Viacom-owned television and radio stations holding FCC authorizations and any broadcast networks or program suppliers owned by Viacom. The Parties represent, warrant and agree that the provisions of this Consent Decree are binding on each of them in accordance with their terms, and that the signatories hereto have been authorized by the parties to execute this Consent Decree on their behalf. This Consent Decree may be signed in counterparts and may be amended only by a written instrument signed by all the parties hereto.

FEDERAL COMMUNICATIONS COMMISSION

By: _____
Marlene H. Dortch
Secretary

Date: _____

VIACOM INC.

By: _____
Mark Morril,
Vice President and Deputy General Counsel

Date: _____

**CONCURRING STATEMENT OF
COMMISSIONER MICHAEL J. COPPS**

Re: Viacom Inc.

I concur in the decision to adopt this settlement agreement. As I have stated about previous consent decrees, however, I am concerned about the effect of today's decision on the Commission's license renewal process. The totality of a broadcaster's record is pertinent and should be considered when licenses are renewed. Today's decision takes an entire part of the record off the table. It is bad enough that our re-licensing process has degenerated to the point where the Commission generally does not even look at a station's public file or inquire further into the station's service to its community unless a citizen of that particular community brings an issue to our attention. Today, the Commission tells those citizens that some information is no longer relevant in evaluating a broadcaster's overall performance in its community.

I would also sound a cautionary note that the Commission has gone down this road before with Infinity Broadcasting which is now part of Viacom. At that time, the Commission praised the steps Infinity took to ensure compliance with the indecency laws. Yet, today, we are once again settling numerous indecency complaints against Infinity and its parent company, Viacom. Going forward, I urge my colleagues to accord prompt and vigorous attention to any future listener or viewer complaints against this licensee.

**CONCURRING STATEMENT OF
COMMISSIONER KEVIN J. MARTIN**

Re: Viacom Inc.

Today, the Commission issues a consent decree with Viacom for several pending indecency complaints. This consent decree differs significantly from others which we have recently reached involving indecency complaints. For example, the consent decrees that we signed with both Clear Channel Communications and Emmis Communications – which were identical to each other – require more concrete actions to protect against and deter the airing of inappropriate material in the future. By contrast, this consent decree does not have all of these protections. I am concerned that this consent decree is significantly different and may be less of a deterrent for future violations. Moreover, by requiring less of Viacom than we have required of others, we may be treating those other companies unfairly.

**STATEMENT OF
COMMISSIONER JONATHAN S. ADELSTEIN**

Re: Viacom Inc.

I support today's action. By admitting that certain broadcasts violated our indecency rules, by making a sizable contribution to the U.S. Treasury, and by entering into a company-wide compliance plan involving training, internal investigations and suspensions, and delay mechanisms, Viacom has renewed its commitment to prevent the broadcast of indecent material on its stations. Faithful adherence to the compliance plan should obviate the need for Commission enforcement in this area. Given Infinity Broadcasting's history with the Commission, we will expect strict adherence to today's agreement.

While this consent decree involves a number of matters concerning Infinity Broadcasting, CBS, UPN, and other Viacom entities, I am satisfied that the Bureau conducted preliminary investigations into each of those matters and understood the full extent of the possible violations and the suitability of the remedy.