

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

In the Matter of)	
)	
Complaints Against Various Licensees Regarding)	File No. EB-03-IH-0162 ¹
Their Broadcast of the Fox Television Network)	
Program "Married By America" on April 7, 2003)	

FORFEITURE ORDER

Adopted: February 21, 2008

Released: February 22, 2008

By the Commission:

I. INTRODUCTION

1. In this Forfeiture Order, issued pursuant to section 503 of the Communications Act of 1934, as amended, and section 1.80 of the Commission's rules,² we find that the FOX Television Network stations listed in Attachment A, *infra*, broadcast indecent material during an episode of the program "Married By America" on April 7, 2003, in willful violation of 18 U.S.C. § 1464 and section 73.3999 of the Commission's rules.³ Based on our review of the facts and circumstances in this case, we conclude that the licensees of these stations are liable for a forfeiture in the amount of \$7,000 per station.

¹ The NAL Acct. No. and FRN No. for each licensee subject to this Forfeiture Order are listed in Attachment A, *infra*.

² See 47 U.S.C. § 503; 47 C.F.R. § 1.80.

³ See 18 U.S.C. § 1464; 47 C.F.R. § 73.3999. The Notice of Apparent Liability for Forfeiture in this proceeding included 169 FOX Television Network stations that are owned and operated, or ultimately controlled by, FOX Entertainment Group, Inc. (collectively "FOX O&Os") and other television stations that are network program affiliates of the FOX Television Network (collectively "FOX Affiliates"). See *Complaints Against Various Licensees Regarding Their Broadcast Of The FOX Television Network Program "Married By America" On April 7, 2003*, Notice of Apparent Liability for Forfeiture, 19 FCC Rcd 20191 (2004) ("NAL"). Consistent with our policy of restrained enforcement in indecency proceedings, we have limited the instant Forfeiture Order to stations in markets from which we received indecency complaints about the subject episode of "Married By America." See *Complaints Against Various Television Licensees Concerning Their February 1, 2004 Broadcast of the Super Bowl XXXVIII Halftime Show*, Order on Reconsideration, 21 FCC Rcd 6653, 6665 ¶ 30 (2006) ("Super Bowl Order on Reconsideration"), *pet. for review pending*, *CBS Corp. v. FCC*, No. 06-3575 (3d Cir. Filed July 28, 2006); *In the Matter of Complaints Regarding Various Television Broadcasts Between February 2, 2002 and March 8, 2005*, 21 FCC Rcd 2664, 2673 ¶ 32 (2006), *vacated in part on other grounds*, 21 FCC Rcd 13299 (2006) ("Omnibus Order") (subsequent history omitted). Accordingly, the stations listed in Attachment A, *infra*, are a subset of those named in the NAL.

II. BACKGROUND

2. "Married By America" was a weekly, hour-long "reality-based" program that was carried on the FOX Television Network in the spring of 2003. It featured several single adults who agreed to be engaged to and potentially marry each other, even though they had never previously met. The April 7, 2003 episode of the program focused on Las Vegas bachelor and bachelorette parties for two couples that featured sexually oriented entertainment provided by male and female strippers. Following the broadcast, the Commission received complaints alleging that the "Married By America" episode contained indecent material. After reviewing the complaints and a videotape of the subject episode, the Enforcement Bureau directed a letter of inquiry to TVT License, Inc., licensee of Station WTVT(TV), Tampa, Florida, seeking further information about the episode.⁴ By letters dated August 11 and September 9, 2003, FOX Entertainment Group, Inc. ("FEG") responded to the LOI.⁵ In its LOI responses, FEG identified the licensees of 169 FOX Television Network Stations that had aired the April 7, 2003 episode prior to 10:00 p.m. FEG maintained that the "Married By America" episode in question did not contain descriptions or depictions of sexual or excretory organs or activities and, even if it did, the material was not patently offensive as measured by contemporary community standards for the broadcast medium.

3. On October 12, 2004, the Commission released the *NAL*, finding that the material at issue apparently violated the broadcast indecency standard. Applying its two-prong indecency analysis, the Commission first found that the material depicted sexual or excretory organs or activities.⁶ The Commission then concluded that the material satisfied the second prong of the indecency analysis, finding it patently offensive as measured by contemporary community standards for the broadcast medium. Looking to the three principal factors in our contextual analysis, we first determined that the material presented in the episode was "sufficiently graphic and explicit to be indecent."⁷ Turning to the second principal factor in our patent offensiveness inquiry, whether the material dwells on or repeats at length depictions or descriptions of sexual or excretory organs or activities, the Commission rejected FOX's claim that the sexual material in the episode is fleeting, instead finding that the sexual matter is plainly dwelled upon.⁸ Finally, the Commission concluded that the material was pandering and titillating, explaining, among other things, that "[t]he episode depicts the prolonged appearance of strippers attempting to sexually arouse the party-goers"⁹

4. Accordingly, the *NAL* found the licensees of 169 stations that broadcast the episode apparently liable for forfeitures in the amount of \$7,000 per station for broadcasting indecent material, in apparent willful violation of 18 U.S.C. § 1464 and section 73.3999 of the Commission's rules. In response to the *NAL*, numerous letters and pleadings were filed¹⁰ with the Commission.¹¹

⁴ See Letter to TVT License, Inc., from Maureen F. Del Duca, Chief, Investigations and Hearings Division, Enforcement Bureau, dated July 10, 2003 ("LOI").

⁵ See Letter to Melanie A. Godschall, Investigations and Hearings Division, Enforcement Bureau, from John C. Quale, Skadden, Arps, Slate, Meagher & Flom, LLP, dated August 11, 2003; Letter to William D. Freedman, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, from John C. Quale, Skadden, Arps, Slate, Meagher & Flom, LLP, dated September 9, 2003.

⁶ *NAL*, 19 FCC Rcd at 20193-194.

⁷ *Id.* at 20194.

⁸ *Id.* at 20195.

⁹ *Id.*

¹⁰ In accordance with Section 1.80 of the Commission's rules, 47 C.F.R. § 1.80, the *NAL* ordered each licensee, within 30 days of release thereof, to either pay its respective proposed forfeiture in full or file a written statement

(continued ...)

III. DISCUSSION

5. Respondents raise multiple arguments, each of which is discussed below. Generally, they assert that the subject episode of “Married By America” is not actionably indecent under the Commission’s prevailing indecency standard.¹² Respondents further contend that, even if the episode is actionably indecent, the FOX Affiliates against whom the NAL was directed should not be sanctioned for having broadcast the program. Moreover, they argue that the Commission’s indecency standard is unconstitutional on its face and as applied in the NAL. We reject these arguments, but, for the reasons noted above, confine our forfeiture action to those stations about which we received complaints.¹³

A. Application of Indecency Test to “Married By America”

6. Respondents collectively argue that the NAL should be rescinded because the episode in question of “Married By America” does not satisfy the Commission’s indecency test. In this regard, Respondents, such as FOX/Affiliates Group, argue that the subject bachelor and bachelorette scenes included no descriptions or depictions of sexual organs or activities,¹⁴ and, even if they did, the material was not presented in a context that could reasonably be construed as patently offensive because the material was not explicit or graphic; the episode did not dwell on or repeat any indecent material; and the broadcast did not pander to, titillate, or shock the audience.¹⁵ We reject Respondents’ arguments.

7. Before addressing these arguments in detail, however, it is instructive to briefly summarize the material in question. The program focuses on a bachelorette party for two brides-to-be and a separate bachelor party for the would-be grooms. It depicts various scenes from the two parties, each of which features sexually oriented entertainment provided by nude or semi-nude female and male “strippers.” In one of the first scenes of the bachelorette party, a male stripper wearing pants and no shirt performs on top of a woman wearing a miniskirt who is lying on her back on the floor. From the rear, the camera shows him thrusting his crotch into her face and then moving down her body toward her upper thighs, where whipped cream is shown on her bare legs just below her crotch. He places his face directly above the spot, apparently to lick off the whipped cream. Then, another woman is shown kneeling behind a topless male stripper, her hands smearing whipped cream on his stomach. The dancer is then shown from the front, wearing only shorts, holding the woman’s hand by the wrist and moving it down his chest and stomach towards his crotch, apparently about to place her hand in his shorts. One of the brides-to-be is shown placing her lips over a stripper’s nipple, which is covered in whipped cream.

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seeking reduction or cancellation of the proposed forfeiture. *See* 19 FCC Rcd at 20196 ¶ 19. In response to multiple requests, the Commission granted extensions of time, to December 3, 2004, within which to respond to the NAL. Mission Broadcasting, Inc. asked for and was granted an extension until December 7, 2004 to interpose a response. Although some licensees have styled their filings as oppositions to the NAL, the Commission’s rules do not contemplate the filing of an opposition to a proposed action. Consequently, each filing is appropriately characterized herein as a “response,” pursuant to Section 1.80(f)(3) of the Commission’s rules, 47 C.F.R. § 1.80(f)(3). The entities that filed responses are hereafter collectively referred to as “Respondents.”

¹¹ *See* Attachment B, *infra*, for a list of these submissions.

¹² One respondent, Sunbeam Television Corporation, licensee of Station WSVN(TV), Miami, Florida, paid its forfeiture in full, subject to the outcome of the Commission’s final action with respect to the FOX/Affiliates Consolidated Response.

¹³ *See supra* note 2.

¹⁴ *See* FOX/Affiliates Consolidated Response at 26-30.

¹⁵ *See id.* at 31-39.

8. Meanwhile, at the bachelor party, two female strippers arrive. Initially, they are wearing tops but their buttocks are pixilated, presumably to obscure portions of their buttocks as well as the g-strings that cover their genitals. The camera shows close-ups of their stomachs, crotches and hips as they dance and remove their clothing. One of the grooms-to-be is shown from above and behind, sitting on a couch without his shirt as the two performers, now topless, straddle him, apparently kissing one another as a female voice sings seductively in the background. On the voice-over, the groom-to-be states the strippers' names and informs the audience that they are sisters. He also informs the audience that they removed his shirt and pants, and he is then shown on all fours on the floor." The two strippers, who are clad only in thongs (their breasts are pixilated), remove his pants. One kneels beside him as the other spanks him from behind with a whip or a belt. He is finally shown lying on his back, shirtless, with the two strippers above him caressing his chest.

9. Back at the bachelorette party, a female stripper arrives. She sits on the laps of the two brides-to-be and kisses one. She is then shown lying topless on a couch, cupping her breasts with her hands as a bride-to-be straddles her. The other bride-to-be states that they both had fun with the stripper. "I was touching her. Jill was touching her. I licked the whipped cream off her..." The first bride-to-be is then shown leaning over the stripper, who is again lying on the couch cupping her breasts, this time with whipped cream on her chest and stomach. The bride-to-be's face moves up from the stripper's breasts toward her mouth as both women stick out their tongues, apparently about to kiss. The other bride-to-be's refusal to engage in this same activity engenders hard feelings between the two brides-to-be, but she observes that she "didn't have to lick whipped cream off her stomach or her boobs."

10. The program then returns to the bachelor party as one groom-to-be retires to a back room with one stripper (who is again shown wearing a top and with pixilated buttocks) while the other groom-to-be receives a lap dance. As he describes his reluctance to engage in such activity in the voice-over, a stripper is shown straddling him on the couch, thrusting her crotch toward his, and removing her top (again, her breasts are pixilated) so that her breasts are a foot or so from his face. The scene ends with one of the grooms-to-be, who is shown kissing one of the strippers, stating that there's "nothing wrong with kissing a stripper before you're married. Kissing a stripper after you're married, that's when the trouble begins."

11. Indecency findings involve two fundamental determinations. First, the material alleged to be indecent must fall within the subject matter scope of our indecency definition, *i.e.*, "the material must describe or depict sexual or excretory organs or activities."¹⁶ The material contained in the episode in question clearly described or depicted sexual activities and sexual organs. With respect to sexual activities, the scenes at issue contained depictions or descriptions of a myriad of activities designed to stimulate sexual arousal, including, among other things, the massaging and caressing of naked chests and stomachs, the thrusting of a male stripper's crotch into a woman's face, a topless female stripper performing a lap dance for one of the grooms-to-be, the licking of whipped cream off of naked "stomachs" and "boobs," a topless female stripper spanking with a whip or a belt the buttocks of a topless man who is on all fours, two topless female strippers kissing while straddling a shirtless man, and a female stripper cupping her own bare breasts and puckering her lips. Respondents' suggestion that the Commission's indecency definition is limited to the specific act of sexual intercourse finds no support in our precedent or in common sense. By any reasonable definition, many of the activities depicted and described at the bachelor and bachelorette parties constitute sexual activities. The scenes at issue also depicted sexual organs. While it is true that the nude female breasts and buttocks shown were pixilated,

¹⁶ See *Industry Guidance on the Commission's Case Law Interpreting 18 U.S.C. § 1464 and Enforcement Policies Regarding Broadcast Indecency*, Policy Statement, 16 FCC Rcd 7999, 8002 ¶ 7 (2001) ("*Indecency Policy Statement*").

the Commission has never held that the full exposure of sexual or excretory organs is required to satisfy the first prong of the broadcast indecency standard.¹⁷

12. We also find that, in context and on balance, the complained-of material is patently offensive as measured by contemporary community standards for the broadcast medium. Turning to the three principal factors in our contextual analysis, we first examine whether the material was explicit and graphic. Here, we reject Respondents' claims that the material was not explicit or graphic. To be sure, the pixilation of the female strippers' naked breasts and buttocks does render the material less explicit and graphic than it would have been in the absence of pixilation. However, the material is still sufficiently graphic and explicit to support an indecency finding. As discussed above, the party scenes were graphic in their depictions of strippers luring partygoers into engaging in sexual behavior. For example, they included the thrusting of a male stripper's crotch into a woman's face, a topless female stripper performing a lap dance for one of the grooms-to-be, a topless female stripper spanking with a whip or a belt the buttocks of a topless man who is on all fours, and a female stripper cupping her own bare breasts and puckering her lips. The fact that isolated body parts were "pixilated" did not obscure the overall graphic character of the depiction. The mere pixilation of sexual organs is not necessarily determinative under our analysis because the material must be assessed in its full context. Here, despite the obscured nature of the nudity, it is unmistakable that the partygoers are participating in sexual activities and that sexual organs are being exposed.¹⁸ Likewise, the fact that the scenes were carefully edited so that the camera cut away an instant before, for example, a bride-to-be licked a male stripper's whipped cream-covered nipple or locked tongues with a female stripper, does not prevent a finding that the scenes were sufficiently graphic and explicit to support a finding of patent offensiveness. Despite a few missing pieces of the visual jigsaw puzzle, a child watching this program easily could discern that partially nude adults are attending a party and participating in sexual activities.

13. We also reject Respondents' claims that the material was fleeting. While FOX/Affiliates Group argues that the strippers' images that the Commission found to be offensive appeared on screen for a mere 10.5 seconds,¹⁹ the party scenes in this episode contain persistent sexual activities and run for six minutes, which is not fleeting as we have construed that term.²⁰ Indeed, the scenes in question were imbued throughout with highly charged sexual content. Moreover, a central point of the entire episode -- indeed the very drama which FOX/Affiliates Group insists the party scenes were intended to evoke -- centered on whether the participants could be enticed into engaging in sexual conduct with male and female strippers.

¹⁷ See *Omnibus Order*, 21 FCC Rcd at 2671 ¶ 24 (pixilated views of nude breasts and a nude body, as well as other sexual images and innuendo, depicted or described sexual activities and organs for purposes of first prong of indecency analysis). See FOX/Affiliate Group's reliance on *KSAZ License, Inc.*, 19 FCC Rcd 15999 (2004) (denying indecency complaint against "Will and Grace" episode), is misplaced. See FOX/Affiliates Consolidated Response at 27. The Commission's decision in that case was based on the conclusion that the material in question failed to satisfy the *second* prong of the indecency standard because "[b]oth characters are fully clothed, and there is no evidence that the activity depicted was dwelled upon, or was used to pander, titillate or shock the audience." *KSAZ License, Inc.*, 19 FCC Rcd at 16001. Further, the context in which the activity at issue in "Will and Grace" was presented arguably made it more difficult to determine whether activity itself was sexual in nature, whereas here the subject of the scenes in question was sexually oriented entertainment provided by strippers.

¹⁸ See *Omnibus Order*, 21 FCC Rcd at 2672 ¶ 25.

¹⁹ See FOX/Affiliates Consolidated Response at 34-35.

²⁰ See, e.g., *Young Broadcasting of San Francisco, Inc.*, Notice of Apparent Liability for Forfeiture, 19 FCC Rcd 1751, 1755 ¶ 12 (2004) (finding that a broadcast of a performer's penis was fleeting in that it occurred for less than a second), response pending.

14. Finally, we find that the material, in context, was presented in a pandering and titillating manner. Indeed, the whole point of the strippers' performances appears to be to titillate the brides- and grooms-to-be, and, by extension, the audience. Furthermore, in context, it is clear that the sexual activities were presented not to educate or inform but to arouse the participants and the viewers. Among other things, the episode depicted a topless female stripper spanking with a whip or a belt the buttocks of a topless man who is an all fours, a topless female stripper lying on a couch, cupping her breasts with her hands as a woman straddles her, two topless female strippers, who are characterized as sisters, straddling a shirtless man and kissing one another as a female voice sings seductively in the background, and those same strippers caressing the chest of the same shirtless man. This series of events and the others recounted above were clearly presented in a pandering and titillating manner.²¹

15. Contrary to FOX/Affiliate Group's contentions, we did not in the NAL and are not here paying "lip service" to the importance of context in making an indecency determination. Indeed, it is in large part because of the context in which the material in question was presented that we conclude that the broadcast was indecent. There is no merit to FOX/Affiliate Group's claim that, because the material in question was supposedly an integral part of the episode in question, as it was in the movie "Saving Private Ryan," we are precluded from finding the broadcast to be indecent. This case is decidedly different from our decision involving ABC's broadcast of the movie "Saving Private Ryan."²² In denying complaints alleging that the broadcast contained indecent material because of the use of explicit language, the Commission reasonably determined that the language at issue in "Saving Private Ryan," reflecting "the soldiers' strong human reactions to, and often, revulsion at, those unspeakable conditions and the peril in which they find themselves," was not used to pander, titillate or shock.²³ It was entirely reasonable for the Commission to conclude that, in that context, the explicit language was not pandering or titillating. By contrast, in the instant case, the scenes showing strippers seducing bachelor and bachelorette partygoers clearly pandered to and titillated the viewing audience. It is no defense to argue that the lurid sexual activities depicted in the party scenes related to the theme of the program. Indeed, under FOX/Affiliate Group's reasoning, a graphic and explicit depiction of sexual intercourse could not be deemed patently offensive so long as it related to the show's theme of tempting engaged couples into sexual dalliances with hired strippers.

16. We also reject Respondents' claims that the "contemporary community standards for the broadcast medium" criterion is not ascertainable. The "contemporary community standards for the broadcast medium" criterion is that of an average broadcast listener or viewer and does not encompass any particular geographic area.²⁴ Our approach to discerning community standards parallels that used in obscenity cases, where the jury is instructed to rely on its own knowledge of community standards in determining whether material is patently offensive.²⁵ Here, however, the Commission has the added

²¹ Respondents' reliance (see FOX/Affiliates Consolidated Response at 32) on *In re Complaints Against Various Broadcast Licensees Regarding Their Airing of The UPN Network Program "Buffy the Vampire Slayer" on November 20, 2001*, 19 FCC Rcd 15995, 15998 (2004), lacks merit. Both scenes may have involved "kissing and straddling," but they are not "strikingly similar." *Id.* The "Buffy" scene depicted two fully-clothed actors ostensibly fighting one another, whereas the instant case, as set forth above, featured sexually oriented entertainment performed by partially clad strippers.

²² See *Complaints Against Various Television Licensees Regarding Their Broadcast on November 11, 2004, of the ABC Television Network's Presentation of the Film "Saving Private Ryan," Memorandum Opinion and Order*, 20 FCC Rcd 4507 (2005) ("*Saving Private Ryan Order*").

²³ *Id.* at 4512-13 ¶ 14.

²⁴ *Indecency Policy Statement*, 16 FCC Rcd at 8002 ¶ 8 & n.15.

²⁵ See *Smith v. United States*, 431 U.S. 291, 305 (1977).

advantage of being an expert agency, and as we have explained before, “[w]e rely on our collective experience and knowledge, developed through constant interaction with lawmakers, courts, broadcasters, public interest groups and ordinary citizens, to keep abreast of contemporary community standards for the broadcast medium.”²⁶

17. It is also important to stress that our decision to commence an investigation and, where appropriate, to impose administrative sanctions, is not based on whether a particular program receives high ratings or is the subject of multiple complaints. As a general matter, we will commence an investigation on the basis of even one properly filed complaint that raises legitimate concerns as to whether a licensee has engaged in misconduct. We have followed this course in the past²⁷ and will continue to do so in the future.

B. Culpability of FOX Affiliates

18. Respondents argue in the alternative that, even if the material that was broadcast during the April 7, 2003, episode of “Married By America” is actionably indecent, licensees of stations affiliated with the FOX Network should not be subject to a forfeiture penalty. Although we have already determined that this forfeiture order should be limited to licensees whose stations served markets from which we received complaints, we believe it appropriate nonetheless to address all parties’ arguments regarding the subject of affiliate culpability.

1. Pre-Broadcast Preview

19. Cunningham,²⁸ Falls/Compass Group,²⁹ FOX/Affiliates Group,³⁰ Ft. Smith Group,³¹ Hill,³² Independent,³³ Mission,³⁴ Pappas Group,³⁵ Sinclair,³⁶ and Warwick/White Knight Group³⁷ argue that FOX Affiliates had no role in the selection, planning or approval of the episode in question, which was transmitted by the network to the FOX Affiliates “precisely at the moment that the program was scheduled to air.”³⁸ Respondents rely on *Complaints Against Various Television Licensees Concerning their February 1, 2004, Broadcast of the Super Bowl XXXVIII Halftime Show*, Notice of Apparent Liability for Forfeiture, FCC 04-209 (rel. Sept. 22, 2004), in which the Commission declined to sanction

²⁶ *Infinity Radio License, Inc.*, Memorandum Opinion and Order, 19 FCC Rcd 5022, 5026 (2004).

²⁷ See, e.g., *FCC v. Pacifica*, 438 U.S. 726 (1978) (A father who heard an indecent broadcast while driving with his young son complained to the Commission, which, after forwarding the complaint for comment to and receiving a response from the licensee, issued a declaratory order granting the complaint.).

²⁸ See Cunningham Response at 2-3.

²⁹ See Falls/Compass Joint Response at 5-6.

³⁰ See FOX/Affiliates Consolidated Response at 41-47.

³¹ See Ft. Smith Consolidated Response at 1-2.

³² See Hill Response at 2-5.

³³ See Independent Response at 2-3.

³⁴ See Mission Response at 3.

³⁵ See Pappas Consolidated Response at 2-6.

³⁶ See Sinclair Response at 1-2.

³⁷ See Warwick/White Knight Joint Response at 1-2.

³⁸ Pappas Consolidated Response at 3.

licensees of the CBS affiliate stations that broadcast the 2004 Super Bowl halftime show because the affiliates “could not have reasonably anticipated” that the show would contain apparently indecent material. Respondents argue that the FOX Affiliates in the instant case were in the same position with respect to the subject episode of “Married By America” as the CBS affiliates were with respect to the 2004 Super Bowl halftime telecast.³⁹ Consequently, according to Respondents, they should receive the same treatment as the affiliates in the *Super Bowl* case. FOX/Affiliates Group argues that, because “Married By America” was a reality show which involved audience participation, producers were constrained by tight production schedules and the need to protect the integrity of the voting process. Consequently, FOX/Affiliates Group maintains that “Married By America” was more akin to a live sporting event than a scripted drama or comedy show, making it difficult for FOX Affiliates to have had a meaningful opportunity to review the program in advance.⁴⁰ Ft. Smith Group further argues that, even if the episode had been available for advance review, “it is unrealistic to assume that individual stations, and especially small market affiliates, could muster the resources to review and analyze every network program.”⁴¹

20. We find no merit in these arguments. While “Married By America” producers may not have had the luxury of being able to film and edit each episode weeks in advance of air time as they might ordinarily do for a scripted series, Respondents fail to explain why FOX Television Network could not have provided FOX Affiliates with a tape of the episode in question at *some time* prior to April 7, particularly in light of the type of material that the producers intended to include in the episode. Indeed, FOX/Affiliates Group claims that the tight production schedule only makes it “difficult,” not impossible, for affiliates to review the program’s content prior to air time. Furthermore, we note that, at the conclusion of the program episode that was broadcast a week earlier, FOX Television Network provided highlights of the then-upcoming April 7 episode. Such highlights included many of the scenes that are the subject of this Forfeiture Order. Consequently, although the April 7 episode may still have been in production a week before air time, FOX Television Network knew that it would include the subject bachelor/bachelorette party scenes, and FOX Affiliates were provided with advance notice of the nature of the material that was scheduled for broadcast. Thus, they should have been prepared to screen the program before airing it.

21. We also reject FOX/Affiliates Group’s contention that “Married By America” is akin to a live sporting event because it involved audience participation. According to FOX/Affiliates Group, FOX Television Network transmitted the episode to FOX Affiliates at air time in order to safeguard the show’s voting process. However, the decision not to provide an advance tape of the episode to FOX Affiliates appears to have been discretionary, not the result of circumstances over which FOX Television Network lacked control. Indeed, none of the Respondents contends that FOX Television Network was prevented from providing FOX Affiliates with a tape of the episode prior to broadcast, had they requested one. Under these circumstances, we believe that the comparison between “Married By America” and a live sporting event is not valid, and Respondent’s reliance on our *Super Bowl* decision is accordingly misplaced.

22. Finally, we reject Ft. Smith Group’s claim that it is unfair and unreasonable to expect affiliates to review and analyze the network programs that they broadcast. It is bedrock Commission policy that broadcast licensees are ultimately responsible for the material that they air, regardless of the

³⁹ See, e.g., Independent Response at 2-3; Mission Response at 1.

⁴⁰ See FOX/Affiliates Group Consolidated Response at 41-43.

⁴¹ Ft. Smith Consolidated Response at 2.

source.⁴² It is fundamentally inconsistent with the obligations of a broadcast licensee to broadcast programming without regard to – and without even being aware of – its content.

2. Network Affiliation Agreement

23. Hill⁴³ and Pappas Group⁴⁴ assert that their network affiliation agreements with FOX prevent them from discharging their obligations as licensees by impeding their ability to determine which programming is suitable for viewers in their communities. They explain that their affiliation agreements place strict limits on the number of occasions that they may preempt network programming without advance approval from FOX and that an excessive number of “unauthorized preemptions” could result in FOX severing its affiliation with them, a consequence that could be financially devastating. They further maintain that obtaining advance approval to preempt a particular program is not practical when, as here, an affiliate is unable to preview the episode because it is being delivered to the station at the moment it is scheduled to be broadcast.⁴⁵ Hill and Pappas Group conclude:

Thus, the contractual and practical deprivation to the affiliates of a meaningful power to review and reject undesirable episodes of otherwise acceptable network program series forces the affiliates into a Hobson’s Choice: either to acquiesce in the network’s programming choices and potentially face Commission sanctions for content which the affiliates had no role in planning, producing, or approving, as well as suffer local viewer and advertiser wrath for airing programming that is deemed offensive to local tastes; or to decline to air an entire series of a program that is deemed (on the basis of one or more episodes) to run a risk of containing indecency or other actionable content, which will likely incur network reprisal, including possible withdrawal of the affiliation⁴⁶

24. We do not agree that these circumstances serve to eliminate or diminish an affiliate’s liability for having broadcast indecent material. First, as indicated above,⁴⁷ the entitlement to hold a Commission license carries with it certain fundamental obligations, one of which is to ensure compliance with our rules and to take responsibility for the programs that a licensee airs. Second, our rules relating to network affiliation agreements specifically provide that network affiliation agreements can not prevent or hinder licensees from rejecting or refusing network programs “which the station reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest”⁴⁸ Third, as noted above,⁴⁹

⁴² See *Report and Statement of Policy re: Commission en banc Programming Inquiry*, 44 FCC Rcd 2303, 2313 (1960). See also *Yale Broadcasting Co. v. FCC*, 478 F.2d 594 (D.C. Cir.), *cert. denied*, 414 U.S. 914 (1973) (affirmed action of Commission reminding broadcast licensees of their duty to have knowledge of the content of their programming and on the basis of this knowledge to evaluate the desirability of broadcasting music dealing with drug use); *Gaffney Broadcasting, Inc.*, 23 FCC 2d 912, 913 (1970) (“licensees are responsible for the selection and presentation of program material over their stations, including . . . acts or omissions of their employees”); *Alabama Educational Television Commission*, 50 FCC 2d 461, 464 (1975) (AETC lost its license in part because it failed to maintain exclusive authority over all of its programming decisions); *WCHS-AM-TV Corp.*, 8 FCC 2d 608, 609 (1967) (maintenance of control over programming is a most fundamental obligation of the licensee).

⁴³ See Hill Response at 5-7.

⁴⁴ See Pappas Consolidated Response at 6-8.

⁴⁵ See Hill Response at 5-7; Pappas Consolidated Response at 6-8.

⁴⁶ Hill Response at 6; Pappas Consolidated Response at 8.

⁴⁷ See *supra* paragraph 22.

⁴⁸ 47 C.F.R. § 73.658(e).

Respondents and the public at large were provided with notice of the kind of material that the April 7 episode was likely to contain a full week in advance of its scheduled broadcast. Neither Hill nor Pappas Group contends that it even attempted to seek permission from FOX Television Network to preempt the show. Consequently, we find no merit to their claims that the network affiliation agreements into which they voluntarily entered and from which they derive substantial benefits provide a basis for excusing them from liability for airing the indecent material at issue here.

C. Other Arguments

25. JW, licensee of Low Power Television Station K02NQ, Columbia Missouri;⁵⁰ Mission, licensee of Stations KHMT(TV), Hardin, Montana, and WBAK-TV, Terre Haute, Indiana,⁵¹ and Smith, permittee of Station WFFF-TV, Burlington, Vermont,⁵² request cancellation of the NAL on the basis that they did not hold the authorizations for their respective stations at the time of the subject broadcast. We have already determined that the NAL should be cancelled as to all licensees whose stations serve markets from which no specific complaints were received, a category which includes these markets. Accordingly, the arguments herein raised by JW, Mission, and Smith are dismissed as moot.

26. In response to the NAL, Sunbeam, licensee of Station WSVN(TV), Miami, Florida, tendered a check made payable to the Commission in the amount of \$7,000, subject to final agency action with respect to the FOX/Affiliates Consolidated Response. Having determined that the NAL should be canceled as to all licensees against which no specific complaint was filed, including Sunbeam, Sunbeam may file appropriate documents requesting a refund of the amount it tendered.

D. Constitutional Issues

27. Respondents argue that the Commission's indecency standard is unconstitutional on its face. In support, they collectively assert that the justifications that existed for adopting the current indecency standard are no longer valid; the current indecency standard is impermissibly vague; the availability of new blocking technologies has rendered the current indecency standard overbroad; and the Commission has not demonstrated that children are harmed by indecent broadcasts. Respondents also argue that the Commission's application of its indecency test in the instant case was unconstitutional because the Commission failed to exhibit restraint and caution during its investigation and because the Respondents were denied due process. For the reasons discussed below, we reject Respondents' arguments.

28. *Validity of Indecency Test.* FOX/Affiliates Group argues that the underpinnings of the Commission's current indecency standard date back to the Supreme Court's decision in *Federal Communications Commission v. Pacifica Foundation*,⁵³ and that the justifications upon which the Court relied in its decision – the uniquely pervasive presence of the broadcast medium and the unique accessibility of broadcasting to children -- are no longer viable. In this regard, FOX/Affiliates Group argues that cable and satellite transmissions now reach the vast majority of the nation's television households and offer hundreds of channels as well as the signals of broadcast stations.⁵⁴ FOX/Affiliates

(Continued from previous page)

⁴⁹ See *supra* paragraph 20.

⁵⁰ See JW Response at 1.

⁵¹ See Mission Response at n. 3.

⁵² See Smith Response at 1.

⁵³ See 438 U.S. 726 (1978).

⁵⁴ See FOX/Affiliates Consolidated Response at 7.

Group also maintains that younger people today have ready and unfettered access to numerous video sources as well as the Internet.⁵⁵

29. We disagree with Respondents' claim that the justifications upon which the Supreme Court relied in *Pacifica* are no longer valid and note that the D.C. Circuit has rejected this precise argument: "Despite the increasing availability of receiving television, such as cable . . . there can be no doubt that the traditional broadcast media are properly subject to more regulation than is generally permissible under the First Amendment."⁵⁶ Notwithstanding Respondents' arguments to the contrary, the broadcast media continue to have a "uniquely pervasive presence" in American life. The Supreme Court has recognized that "[d]espite the growing importance of cable television and alternative technologies, 'broadcasting is demonstrably a principal source of information and entertainment for a great part of the Nation's population."⁵⁷ In 2003, 98.2% of households had at least one television, and 99% had at least one radio.⁵⁸ Although the majority of households with television subscribe to a cable or satellite service, millions of households continue to rely exclusively on broadcast television,⁵⁹ and the National Association of Broadcasters estimates that there are some 73 million broadcast-only television sets in American households.⁶⁰ Moreover, many of those broadcast-only televisions are in children's bedrooms.⁶¹ Although the broadcast networks have experienced declines in the number of viewers over the last several years, the programming they offer remains by far the most popular and is available to almost all households.⁶²

⁵⁵ See *id.* at 7-8.

⁵⁶ *Action for Children's Television v. FCC*, 58 F.3d 654, 660 (D.C. Cir. 1995) (en banc) ("*ACT III*"). See also *Prometheus Radio Project v. FCC*, 373 F.3d 372, 401-402 (3d Cir. 2004) (rejecting argument that broadcast ownership regulations should be subjected to higher level of scrutiny in light of rise of "non-broadcast media").

⁵⁷ *Turner Broadcasting Sys., Inc. v. FCC*, 520 U.S. 180, 190 (1997) (quoting *U.S. v. Southwestern Cable Co.*, 392 U.S. 157, 177 (1968)). According to the Court in *Turner Broadcasting*, although broadcast television is "but one of many means for communication, by tradition and use for decades now it has been an essential part of the national discourse on subjects across the whole broad spectrum of speech, thought, and expression." 520 U.S. at 194.

⁵⁸ See U.S. Census Bureau, *Statistical Abstract of the United States* 737 (2006).

⁵⁹ See *Annual Assessment of the Status of Competition in the Market for the Delivery of Video Programming*, Twelfth Annual Report, 21 FCC Rcd 2503, ¶¶ 8, 15 (2006) ("*Annual Assessment*").

⁶⁰ See *id.* at 2552 ¶ 97. It also has been estimated that almost half of direct broadcast satellite subscribers receive their broadcast channels over the air, *Media Bureau Staff Report Concerning Over-the-Air Broadcast Television Viewers*, MB Docket No. 04-210, ¶ 9 (MB Feb. 28, 2005), and many subscribers to cable and satellite still rely on broadcast for some of the televisions in their households. See *Annual Assessment*, 21 FCC Rcd at 2508 ¶ 15.

⁶¹ See Kaiser Family Foundation, *Generation M: Media in the Lives of 8-18 Year-olds* 77 (2005). According to the Kaiser Family Foundation report, 68 percent of children aged 8 to 18 have a television set in their bedrooms, and nearly half of those sets do not have cable or satellite connections.

⁶² A large disparity in viewership still exists between broadcast and cable television programs. For example, during the week of February 4, 2008, each of the top ten programs on broadcast television had more than 12.5 million viewers, while only two programs on cable television that week – both professional wrestling programs – managed to attract more than 5 million viewers. See Nielsen Media Research, "Trend Index," available at http://www.nielsen.com/media/toptens_television.html (visited Feb. 14, 2008). Indeed, that same week, 90 of the top 100-rated programs appeared on broadcast channels, and the highest rated cable program was number 71. See Television Bureau of Advertising, "Top 100 Programs on Broadcast and Subscription TV: Households," available at http://www.tvb.org/nav/build_frameset.aspx (visited Feb. 14, 2008).

30. The broadcast media are also “uniquely accessible to children.” In this respect, broadcast television differs from cable and satellite television. Parents who subscribe to cable exercise some choice in their selection of a package of channels, and they may avoid subscribing to some channels that present programming that, in their judgment, is inappropriate for children. Indeed, upon the request of a subscriber, cable providers are required by statute to “fully block the audio and video programming of each channel carrying such programming so that one not a subscriber does not receive it.”⁶³ In contrast, as the D.C. Circuit has observed, “broadcast audiences have no choice but to ‘subscribe’ to the entire output of traditional broadcasters.”⁶⁴ The V-chip provides parents with some ability to control their children’s access to broadcast programming, but, as explained in further detail below, it does not eliminate the need for the Commission to vigorously enforce its indecency rules.⁶⁵ Broadcast television is also significantly different from the Internet. The Internet, unlike television, is not accessible to children “too young to read.”⁶⁶ And parents who wish to control older children’s access to inappropriate material can use widely available filtering software -- an option that, whatever its flaws, lacks an effective analog in the context of broadcast television⁶⁷ in light of the numerous problems with the V-chip and program ratings discussed below. Accordingly, there is no merit to Respondents’ claim that *Pacifica* – and more importantly, our indecency rules – are invalid, obsolete or outdated.

31. *Vagueness and Overbreadth.* FOX/Affiliates Group argues that the Commission’s indecency standard is unconstitutionally vague, citing *Reno v. ACLU*,⁶⁸ a case addressing the constitutionality of provisions of the Communications Decency Act (“CDA”) which sought to protect minors from harmful material on the Internet. The Court determined that the CDA’s indecency standard was impermissibly vague because it failed to define key terms, thereby provoking uncertainty among speakers and preventing them from discerning what speech would violate the statute.⁶⁹ FOX/Affiliates Group asserts that, because the CDA definition of indecency was determined by the Court to be fatally imprecise, and the Commission’s definition of indecency is similar to the CDA definition, it follows that the Commission’s definition is similarly flawed.⁷⁰ FOX/Affiliates Group further argues that the

⁶³ 47 U.S.C. § 560 (2000). See *United States v. Playboy Entertainment Group, Inc.*, 529 U.S. 803 (2000).

⁶⁴ *Act III*, 58 F.3d at 660.

⁶⁵ See *infra*, paragraph 36.

⁶⁶ *Pacifica*, 438 U.S. at 749. See, e.g., *Youth, Pornography, and the Internet*, ed. by Dick Thornburgh and Herbert S. Lin, p. 115 (National Academy Press 2002) (“As a general rule, young children do not have the cognitive skills needed to navigate the Internet independently. Knowledge of search strategies is limited if not nonexistent, and typing skills are undeveloped.”).

⁶⁷ See *Reno v. American Civil Liberties Union*, 521 U.S. 844, 877 (1997). Filtering software, for example, can block access to a website based on the software’s evaluation of the site’s content. The V-chip, in contrast, does not evaluate television programs itself and therefore is only effective if the programs have been given accurate ratings. However, to the extent that filtering software is ineffective and children are still able to access indecent material on the Internet, we note that Congress has sought to address this problem through the Child Online Protection Act, a statute whose validity is still being litigated. See *Ashcroft v. ACLU*, 542 U.S. 656 (2004) (affirming preliminary injunction).

⁶⁸ See 521 U.S. 844 (1997).

⁶⁹ See *id.* at 871.

⁷⁰ See FOX/Affiliates Consolidated Response at 10-11.

Commission's vague indecency standards and fear of government sanctions create a chilling effect on broadcasters' exercise of their First Amendment rights.⁷¹

32. We reject Respondents' arguments that the Commission's indecency standard is vague. That standard is essentially the same as the one used in the order that was reviewed in *FCC v. Pacifica Foundation*,⁷² and the Supreme Court had no difficulty applying that definition and using it to conclude that the broadcast at issue in that case was indecent. We therefore agree with the D.C. Circuit that "implicit in *Pacifica*" is an acceptance of the FCC's generic definition of 'indecent' as capable of surviving a vagueness challenge."⁷³

33. We also believe that Respondents' reliance on *Reno* is without merit. The Court in *Reno* expressly distinguished *Pacifica*, giving three different reasons for doing so.⁷⁴ Thus, far from casting doubt on *Pacifica*'s vagueness holding, *Reno* recognizes its continuing vitality. In addition, contrary to Respondents' claims, we do not believe that requiring broadcasters to exercise care to avoid airing a patently offensive depiction of sexual activity prior to 10 p.m. unduly "chills" exercise of their First Amendment rights. As reviewed above, we do not believe that our indecency standard is unconstitutionally vague and as the D.C. Circuit observed, "some degree of self-censorship is inevitable and not necessarily undesirable so long as proper standards are available."⁷⁵

34. FOX/Affiliates Group further argues that, even if the Commission's indecency standard is not impermissibly vague, it is unconstitutionally overbroad, again relying on *Reno v. ACLU*, wherein the Court held that a "burden on adult speech is unacceptable if less restrictive alternatives would be at least as effective in achieving the legitimate purpose that the statute was enacted to serve."⁷⁶ According to FOX/Affiliates Group, the Commission's current approach to regulating indecency relegates protected

⁷¹ By way of example, FOX/Affiliates Group states that a number of ABC Television Network affiliates refused, out of fear of government sanctions, to carry ABC's unedited broadcast of the Oscar-winning movie *Saving Private Ryan* on Veterans Day in 2004, despite the fact that the network had broadcast the same uncut version of the movie on Veterans Day in 2001 and 2002 without sanction. See FOX/Affiliates Consolidated Response at 12-13. We note that, in *Saving Private Ryan Order*, *supra* note 22, the Commission concluded that the unedited version of "Saving Private Ryan" did not, when considered in the context in which it was broadcast, contain indecent material.

⁷² See 438 U.S. at 732.

⁷³ *Action for Children's Television v. FCC*, 852 F.2d 1332, 1339 (D.C. Cir. 1988) ("*ACT P*"); accord *ACT III*, 58 F.3d at 659.

⁷⁴ *Reno v. ACLU*, 521 U.S. 844, 867 (1997). First, the Court noted that the Commission is "an agency that [has] been regulating radio stations for decades," and that the Commission's regulations simply "designate when—rather than whether—it would be permissible" to air indecent material." *Id.* The CDA, in contrast, was not administered by an expert agency, and it contained "broad categorical prohibitions" that were "not limited to particular times." *Id.* Second, the CDA was a criminal statute, whereas the Commission has no power to impose criminal sanctions for indecent broadcasts. See *id.* at 867, 872. Third, unlike the Internet, the broadcast medium has traditionally "received the most limited First Amendment protection." *Id.* at 867.

⁷⁵ *Action for Children's Television v. FCC*, 59 F.3d 1249, 1261 (D.C. Cir. 1995) ("*ACT IV*"); see *ACT III*, 58 F.3d at 666 ("Whatever chilling effect may be said to inhere in the regulation of indecent speech, these have existed ever since the Supreme Court first upheld the FCC's enforcement of section 1464 of the Radio Act.").

⁷⁶ 521 U.S. at 868. Fox/Affiliates Group also relies on *Ashcroft v. American Civil Liberties Union*, in which the Court stated that unnecessarily broad content-based regulation will not survive scrutiny if there is "a more specific technological solution that [is] available to parents . . ." 124 S. Ct. 2783, 2794 (2004) (citing *United States v. Playboy Entertainment Group, Inc.*, 529 U.S. 803, 825 (2000)).

speech to the “wee hours of the morning”⁷⁷ and impedes the First Amendment rights of broadcasters. We disagree. By channeling indecent broadcasting to times of day in which fewer children are in the audience, but which nonetheless remain accessible to adult viewers and listeners, the Commission permissibly advances the government’s interests “without unduly infringing on the adult population’s right to see and hear indecent material.”⁷⁸ Indeed, 10:00 PM hardly qualifies as the “wee hours of the morning,” and the D.C. Circuit upheld the “safe harbor” period in *ACT III*.

35. FOX/Affiliates Group also assert that television viewers today are able to effectively prevent reception of any programming that they consider unsuitable for children through the use of voluntary ratings of programs by the entertainment industry and so-called “V-Chip” technology.⁷⁹ The existence of a less intrusive solution, according to FOX/Affiliates Group, thus renders the Commission’s regulatory scheme unconstitutionally overbroad.⁸⁰

36. We reject this argument. While we agree that the V-chip provides some assistance in protecting children from indecent material, it does not eliminate the need for the Commission to enforce its indecency rules. Numerous televisions do not contain a V-chip, and most parents who have a television set with a V-chip are unaware of its existence or do not know how to use it.⁸¹ In addition, we note that some categories of programming, including news and sports, are not rated and, therefore, are not subject to blocking by V-chip technology.⁸² Finally, numerous studies have raised serious questions about the accuracy of the television ratings on which the effectiveness of a V-chip depends.⁸³

37. *Harm to Children*. FOX/Affiliates Group argues that the Commission’s indecency test is flawed because the Commission has never made the requisite showing of harm to children from indecent

⁷⁷ FOX/Affiliates Consolidated Response at 21.

⁷⁸ *ACT III*, 58 F.3d at 665.

⁷⁹ See FOX/Affiliates Consolidated Response at 15-21.

⁸⁰ *Id.* at 20-21.

⁸¹ See *Super Bowl Order on Reconsideration*, 21 FCC Rcd at 6667 ¶ 37. In congressional testimony given after Fox’s broadcast of “Married by America”, Fox’s President of Entertainment acknowledged that the V-chip and television ratings were “underutilized.” *H.R. 3717, the ‘Broadcast Decency Enforcement Act of 2004’: Hearing Before the Subcommittee on Telecommunications and the Internet of the House Comm. On Energy & Commerce, 107th Congress (Feb. 26, 2004) (statement of Gail Berman)*. According to a 2003 study, parents’ low level of V-chip use is explained in part by parents’ unawareness of the device and the “multi-step and often confusing process” necessary to use it. Annenberg Public Policy Center, *Parents’ Use of the V-Chip to Supervise Children’s Television Use* 3 (2003). Only 27 percent of mothers in the study group could figure out how to program the V-Chip, and “many mothers who might otherwise have used the V-Chip were frustrated by an inability to get it to work properly.” *Id.* at 4.

⁸² See *Implementation of Section 551 of the Telecommunications Act of 1996*, Report and Order, 13 FCC Rcd 8232, 8242-43 ¶ 21 (1998).

⁸³ See, e.g., Barbara K. Kaye & Barry S. Sapolsky, *Offensive Language in Prime-Time Television: Four Years After Television Age and Content Ratings*, 48 *Journal of Broadcasting & Electronic Media* 554, 563-64 (2004) (finding that there was more coarse language broadcast during TV-PG programs than those rated TV-14, just the opposite of what these age-based ratings would lead a viewer to believe); Henry J. Kaiser Family Foundation, *Parents, Media and Public Policy: A Kaiser Family Foundation Survey* 5 (2004) (nearly 4 in 10 parents of children aged 2-17 stated that most television programs are not rated accurately); David A. Walsh & Douglas A. Gentile, *A Validity Test of Movie, Television, and Video-Game Ratings*, 107 *Pediatrics* 1302, 1306 (2001) (study finding that parents concluded that half of television shows the industry had rated as appropriate for teenagers were in fact inappropriate, “a signal that the ratings are misleading.”).

programming. This argument is without merit. The Supreme Court did not require such evidence in *Pacifica* and the D.C. Circuit rejected the need for such evidence in *ACT III*, noting that “the Supreme Court has never suggested that a scientific demonstration of psychological harm is required in order to establish the constitutionality of measures protecting minors from indecent speech.”⁸⁴ It cannot reasonably be disputed that the government has a “compelling” interest “in protecting the physical and psychological well-being of minors,” nor that this interest “extends to shielding minors from the influence of literature that is not obscene by adult standards.”⁸⁵ The government’s interests in the “well-being of its youth” and in supporting “parent’s claim to authority in their own household” can justify “the regulation of otherwise protected expression.”⁸⁶ Just as clearly, “the Government has a compelling interest in protecting children under the age of 18 from exposure to indecent broadcasts.”⁸⁷

38. *Cautious Approach to Enforcement.* FOX/Affiliates Group and others challenge on various grounds the Commission’s issuance of the NAL against stations that were not the subject of viewer complaints regarding the April 7, 2003 “Married By America” episode. We need not address these arguments in light of our decision, consistent with our commitment to an appropriately restrained enforcement policy and recent Commission practice, to limit the imposition of forfeiture penalties to licensees whose stations serve markets from which specific complaints were received.⁸⁸ FOX/Affiliates Group,⁸⁹ Cunningham,⁹⁰ and Falls/Compass Group also accuse the Commission of impermissibly denying all of the licensees that were subject to the NAL, save the one to which the letter of inquiry was directed, any opportunity to respond to the Commission’s concerns before the Commission issued its NAL. According to FOX/Affiliates Group, the Commission’s “blunderbuss approach is both unfair to licensees and contrary to the First Amendment.”⁹¹ We find no merit to this argument, which demonstrates a misunderstanding of the nature of the Commission’s forfeiture process and confuses a notice of apparent liability for a forfeiture with a forfeiture order. Pursuant to section 1.80 of the Commission’s rules, before imposing a forfeiture penalty, the Commission must provide each licensee with a written notice of apparent liability which includes an explanation of the nature of the misconduct, the rule section that the Commission believes was violated, and the proposed forfeiture amount. The NAL in this instance provided such required notice. There is no requirement that the Commission direct a letter of inquiry to a licensee as part of an investigation of alleged indecent programming aired by a broadcast station before issuing an NAL. Moreover, section 1.80 of the Commission’s rules specifies that each licensee to which such notice is provided may file a written response demonstrating why a forfeiture penalty should not be imposed or should be reduced. By their various filings, Respondents availed themselves of the opportunity to respond the Commission’s concerns, belying their claims to the contrary.

⁸⁴ *ACT III*, 58 F.3d at 661-62.

⁸⁵ *Sable Communications of California v. FCC*, 492 U.S. 115, 126 (1989).

⁸⁶ *Pacifica*, 438 U.S. at 749.

⁸⁷ *ACT III*, 58 F.3d at 656. See *Pacifica*, 438 U.S. at 750 (“The ease with which children may obtain access to broadcast material, coupled with the concerns recognized in *Ginsberg v. New York*, 390 U.S. 629 (1968)], amply justify special treatment of indecent broadcasting.”).

⁸⁸ See *supra* note 2.

⁸⁹ See FOX/Affiliates Consolidated Response at 25, 40.

⁹⁰ Cunningham Response at 3.

⁹¹ FOX/Affiliates Consolidated Response at 25.

IV. CONCLUSION

39. Section 503(b) of the Act, 47 U.S.C. § 503(b), and section 1.80(a) of the Commission's rules, 47 C.F.R. § 1.80, both state that any person who willfully or repeatedly fails to comply with the provisions of the Act or the rules shall be liable for a forfeiture penalty. For purposes of section 503(b) of the Act, the term "willful" means that the violator knew it was taking the action in question, irrespective of any intent to violate the Commission's rules.⁹² Based on our determination that the stations in question willfully broadcast this episode of "Married by America" and the material before us, we find that the FOX Television Network Stations listed in Attachment A willfully violated 18 U.S.C. § 1464 and section 73.3999 of the Commission's rules, by airing indecent programming during the "Married By America" program on April 7, 2003.⁹³

40. The Commission's *Forfeiture Policy Statement* sets a base forfeiture amount of \$7,000 for the transmission of indecent or obscene materials.⁹⁴ The *Forfeiture Policy Statement* also specifies that the Commission shall adjust a forfeiture based upon consideration of the factors enumerated in Section 503(b)(2)(D) of the Act, 47 U.S.C. § 503(b)(2)(D), such as "the nature, circumstances, extent and gravity of the violation, and, with respect to the violator, the degree of culpability, any history of prior offenses, ability to pay, and such other matters as justice may require."⁹⁵

41. We have thoroughly considered Respondents' arguments as well as the factors listed in Section 503(b)(2)(D) of the Act. On reflection, we believe that the forfeiture penalty in the base amount of \$7,000 proposed against each of the stations listed in Attachment A in the *NAL* is unduly low in light of the nature and gravity of the violation and the ability of the licensees to pay. If we were proposing a forfeiture for the first time here, we would be inclined to propose a significantly higher forfeiture per station.⁹⁶ However, we cannot, consistent with our rules,⁹⁷ increase the forfeiture amount without issuing another *NAL*, and we are concerned that issuing another *NAL* at this late date could jeopardize our ability

⁹² See *Southern California Broadcasting Co.*, 6 FCC Rcd at 4387-88.

⁹³ We reject Ft. Smith's undeveloped argument that the broadcasts were not "willful" due to the alleged unavailability of the program for advance review and the impracticality of individual episode review. Ft. Smith Consolidated Response at 2 n.1. Here, the affiliate stations consciously and deliberately broadcast the episode at issue, and, as discussed above, the relevant legal standard does not require any intent to violate the Commission's rules. In addition, the episode was taped in advance, and, as discussed above, there is no merit to Respondents' argument that they are not culpable for their actions in airing the episode. See *supra* paragraphs 9-22. Moreover, the affiliates were provided with notice of the type of material that the episode would contain. In particular, the conclusion of the prior week's episode provided highlights of the upcoming episode that included many of the scenes that are the subject of this Forfeiture Order. Finally, the sexually explicit material in the episode lasted for six minutes, and the affiliates did not terminate the broadcast even though the nature of the material was readily apparent near the beginning of the bachelor and bachelorette parties.

⁹⁴ *The Commission's Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Memorandum Opinion and Order, 12 FCC Rcd 17087, 17113 (1997), *recons. denied* 15 FCC Rcd 303 (1999) ("*Forfeiture Policy Statement*"); 47 C.F.R. § 1.80(b).

⁹⁵ *Forfeiture Policy Statement*, 12 FCC Rcd at 17110.

⁹⁶ The maximum forfeiture permitted at the time this program was aired was \$27,500.

⁹⁷ See 47 C.F.R. § 1.80(f)(1) (*NAL* must specify, *inter alia*, amount of apparent forfeiture penalty), § 1.80(f)(4) (if the proposed forfeiture is not paid in full in response to the *NAL*, the Commission will issue an order cancelling or reducing the proposed forfeiture or requiring that it be paid in full).

to enforce the forfeiture.⁹⁸ Therefore, we will impose the forfeiture proposed in the NAL on each of the stations listed in Attachment A.

V. ORDERING CLAUSES

42. **ACCORDINGLY, IT IS ORDERED**, pursuant to section 503(b) of the Communications Act of 1934, as amended, and section 1.80 of the Commission's rules,⁹⁹ that each of the stations listed in Attachment A of this Forfeiture Order is liable for a forfeiture in the amount of \$7,000 for broadcasting indecent material, in willful violation of 18 U.S.C. § 1464 and section 73.3999 of the Commission's rules.

43. **IT IS FURTHER ORDERED** that the *NAL* is cancelled as to all other licensees referenced in the *NAL*.

44. **IT IS FURTHER ORDERED** that the Commission will entertain appropriate documents filed by Sunbeam requesting a refund of the \$7,000 forfeiture that it previously paid in this proceeding.

45. **IT IS FURTHER ORDERED**, pursuant to section 1.80 of the Commission's rules, that within thirty (30) days of the release of this Forfeiture Order, the stations listed in Attachment A of this Forfeiture Order **SHALL PAY** the full amount of its respective forfeiture.

46. **IT IS FURTHER ORDERED** that payment of the forfeiture must be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the appropriate *NAL* Account Number and FRN Number referenced in Attachment A. Payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment[s] by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the *NAL* Account number in block number 23A (call sign/other ID), and enter the letters "FORF" in block number 24A (payment type code). Requests for full payment under an installment plan should be sent to: Chief Financial Officer -- Financial Operations, 445 12th Street, S.W., Room 1-A625, Washington, D.C. 20554. Please contact the Financial Operations Group Help Desk at 1-877-480-3201 or Email: ARINQUIRIES@fcc.gov with any questions regarding payment procedures.

47. **IT IS FURTHER ORDERED** that the Commission will not consider reducing or canceling a forfeiture in response to a claim of inability to pay unless the respondent submits: (1) federal tax returns for the most recent three-year period; (2) financial statements prepared according to generally accepted accounting practices ("GAAP"); or (3) some other reliable and objective documentation that accurately reflects the respondent's current financial status. Any claim of inability to pay must specifically identify the basis for the claim by reference to the financial documentation submitted.

⁹⁸ See 28 U.S.C. § 2462.

⁹⁹ 47 C.F.R. § 1.80.

48. **IT IS FURTHER ORDERED** that a copy of this Forfeiture Order shall be sent, by Certified Mail/Return Receipt Requested, to each of the licensees identified in Attachment A hereto and to their respective counsel and representatives identified in Attachment C hereto.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary

ATTACHMENT A

Licensees and Stations

Licensee Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Forfeiture Amount
FOX Television Stations, Inc. 5151 Wisconsin Ave., N.W., Washington D.C. 20016	1529056	200832080064	WJBK, Detroit, MI	73123	\$7,000
FOX Television Stations, Inc. 5151 Wisconsin Ave., N.W., Washington D.C. 20016	1529056	200832080065	KMSP-TV, Minneapolis, MN	68883	\$7,000
FOX Television Stations, Inc. 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	1529056	200832080066	WTTG, Washington, DC	22207	\$7,000
TVT License, Inc. 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	1811074	200832080067	WTVT, Tampa, FL	68569	\$7,000
WDAF License, Inc. 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	3476421	200832080068	WDAF-TV, Kansas City, MO	11291	\$7,000
GB Roanoke Licensing LLC 915 Middle River Drive, Suite 409, Ft. Lauderdale, FL 33304	17270307	200832080069	WFXR-TV, Roanoke, VA	24813	\$7,000
Journal Broadcast Corporation 3355 S. Valley View Blvd., Las Vegas, NV 89102	2710192	200832080070	WSYM-TV, Lansing, MI	74094	\$7,000

Licensee Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Forfeiture Amount
KDSM Licensee, LLC Pillsbury Winthrop Shaw Pittman LLP, Attn. Kathryn R. Schmeltzer, 2300 N Street, N.W., Washington, D.C. 20037	5019195	200832080071	KDSM-TV, Des Moines, IA	56527	\$7,000
Lingard Broadcasting Corporation P.O. Box 1732, Tupelo, MS 38802	4348322	200832080072	WLOV-TV, West Point, MS	37732	\$7,000
Meredith Corporation 1716 Locust Street, Des Moines, IA 50309	5878004	200832080073	WHNS, Greenville, SC	72300	\$7,000
Mountain Licenses, L.P. 2111 University Park Drive, Suite 650, Okemos, MI 48864	6175939	200832080074	KCYU-LP, Yakima, WA	58694	\$7,000
WVAH Licensee, LLC 2000 W. 41st. Street, Baltimore, MD 21211	7283054	200832080075	WVAH-TV, Charleston, WV	417	\$7,000
WZTV Licensee, LLC Pillsbury Winthrop Shaw Pittman, LLC, Attn: Kathryn R. Schmeltzer 2300 N Street, N.W., Washington, D.C. 20037	6551758	200832080076	WZTV, Nashville, TN	418	\$7,000

ATTACHMENT B**Responses to NAL**

- Letter to William H. Davenport, Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, from Henry Goldberg, Esquire, Goldberg, Godles, Wiener & Wright, counsel for Bluenose Broadcasting of Savannah, LLC (“Bluenose”), dated December 3, 2004 (“Bluenose Response”);
- Cunningham Opposition to Notice of Apparent Liability for Forfeiture, filed by Cunningham Broadcasting Corporation (“Cunningham”) on December 3, 2004 (“Cunningham Response”);
- Joint Response in Opposition to the Notice of Apparent Liability for Forfeiture, filed jointly by Falls Broadcasting Company and Compass Communications of Idaho, Inc. (collectively, “Falls/Compass Group”) on December 2, 2004 (“Falls/Compass Joint Response”);
- Opposition to Notice of Apparent Liability for Forfeiture, filed by FOX Broadcasting Company and the Licensees of the Television Broadcast Stations Affiliated with the FOX Television Network (“FOX/Affiliates Group”) on December 3, 2004 (“FOX/Affiliates Consolidated Response”);
- Letter to William H. Davenport, Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, from Peter Tannenwald, Esquire, Irwin, Campbell & Tannenwald, P.C., counsel for Ft. Smith 46, Inc., Marquette Broadcasting, Inc., Montana License Sub, Inc., Montgomery Communications, Inc., and TV67, Inc. (collectively, “Ft. Smith Group”), dated December 3, 2004 (“Ft. Smith Consolidated Response”);
- Response to Notice of Apparent Liability for Forfeiture, filed by Hill Broadcasting Company, Inc. (“Hill”) on December 3, 2004 (“Hill Response”);
- Response to Notice of Apparent Liability for Forfeiture, filed by Independent Communications, Inc. (“Independent”) on November 12, 2004 (“Independent Response”);
- Letter to Marlene H. Dortch, Secretary, Federal Communications Commission, from Gregory L. Masters, Esquire, Wiley Rein & Fielding LLP, counsel for JW Broadcasting LLC (“JW”), dated November 5, 2004 (“JW Response”);
- Opposition to Notice of Apparent Liability for Forfeiture, filed by Lingard Broadcasting Corporation (“Lingard”) on December 3, 2004 (“Lingard Response”);
- Letter to William H. Davenport, Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, from Howard M. Liberman, Esquire, Drinker Biddle & Reath, LLP, counsel for Mission Broadcasting, Inc. (“Mission”), dated December 7, 2004 (“Mission Response”);
- Response to Notice of Apparent Liability for Forfeiture, filed jointly by KMPH(TV) License, LLC; KPTM(TV) License, LLC; and Pappas Telecasting of Sioux City, L.P.

(collectively, "Pappas Group") on December 3, 2004 ("Pappas Consolidated Response").

- Opposition to Notice of Apparent Liability for Forfeiture, filed by Sinclair Broadcast Group, Inc. ("Sinclair") on December 3, 2004 ("Sinclair Response");
- Letter to William H. Davenport, Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, from Jeffrey J. Gee, Esquire, Dow Lohnes & Albertson, PLLC, counsel for Smith Media License Holdings, LLC ("Smith"), dated December 3, 2004 ("Smith Response");
- Letter to Forfeiture Collections Agency, Finance Branch, Federal Communications Commission, from Marvin Rosenberg, Esquire, Holland & Knight, counsel for Sunbeam Television Corporation ("Sunbeam"), dated November 29, 2004 ("Sunbeam Response");
- Opposition to Notice of Apparent Liability for Forfeiture, filed by United Communications Corporation ("United") on December 3, 2004 ("United Response"); and,
- Opposition to Notice of Apparent Liability for Forfeiture, filed jointly by Warwick Communications, Inc. and White Knight Broadcasting of Natchez License Corp. (collectively, "Warwick/White Knight Group") on December 3, 2004 ("Warwick/White Knight Joint Response").

ATTACHMENT C

Licensees' Counsel and Representatives

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FEDERAL COMMUNICATIONS COMMISSION
Enforcement Bureau
Investigations and Hearings Division
445 12th Street, S.W., Suite 4-C330
Washington, D.C. 20554

February 8, 2005

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED
AND FACSIMILE AT 202/895-3222

The News Corporation Limited
5151 Wisconsin Avenue, N.W.
Washington, D.C. 20016

Re: *In re Complaints Against Various Licensees
Regarding Their Broadcast of the Fox
Television Network Program "Married by
America" on April 7, 2003, Notice of
Apparent Liability for Forfeiture, FCC 04-
242 (rel. October 12, 2004)
File No. EB-03-IH-0162*

Dear Licensee:

On October 12, 2004, the Commission released its above-noted Notice of Apparent Liability for Forfeiture (the "NAL"). On December 3, 2004, Fox Broadcasting Company, which operates the Fox Television Network, along with the licensees of various television stations that are affiliates of the Fox Television Network and are named in the NAL, jointly filed an Opposition to the NAL. On January 6, 2005, Fox Broadcasting Company filed certain supplemental materials in connection with that Opposition. As a result of our review of the Opposition, as supplemented, there are certain matters for which we require additional information. Accordingly, we direct the Licensee, as defined herein, pursuant to sections 4(i), 4(j), 308(b) and 403 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), 154(j), 308(b), and 403, to provide the information and Documents, as defined herein, within fifteen (15) calendar days from the date of this letter.

Instructions

If the Licensee requests that any information or Documents, as defined herein, responsive to this letter be treated in a confidential manner, it shall submit, along with all responsive information and Documents, a statement in accordance with section 0.459 of the Commission's rules. 47 C.F.R. § 0.459. Requests for confidential treatment must

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comply with the requirements of section 0.459, including the standards of specificity mandated by section 0.459(b). Accordingly, "blanket" requests for confidentiality of a large set of Documents are unacceptable. Pursuant to section 0.459(c), the Bureau will not consider requests that do not comply with the requirements of section 0.459.

If the Licensee withholds any information or Documents under claim of privilege, it shall submit, together with any claim of privilege, a schedule of the items withheld that states, individually as to each such item, the numbered inquiry to which each item responds and the type, title, specific subject matter, and date of the item; the names, addresses, positions, and organizations of all authors and recipients of the item; and the specific ground(s) for claiming that the item is privileged.

Each requested Document, as defined herein, shall be submitted in its entirety, even if only a portion of that Document is responsive to an inquiry made herein, unless the Document is a recording or transcript, in which case it should be provided only for the period of time of the broadcast specified in the pertinent inquiry herein. This means that the Document shall not be edited, cut, or expunged, and shall include all appendices, tables, or other attachments, and all other Documents referred to in the Document or attachments. All written materials necessary to understand any Document responsive to these inquiries must also be submitted.

If a Document responsive to any inquiry made herein existed but is no longer available, or if the Licensee is unable for any reason to produce a Document responsive to any inquiry, identify each such Document by author, recipient, date, title, and specific subject matter, and explain fully why the Document is no longer available or why the Licensee is otherwise unable to produce it.

With respect only to Documents responsive to the specific inquiries made herein and any other Documents relevant to those inquiries, the Licensee is directed to retain the originals of those Documents for twelve (12) months from the date of this letter unless (a) the Licensee is directed or informed by the Enforcement Bureau in writing to retain such Documents for some shorter or longer period of time or (b) until all matters that are the subject of the NAL have been finally concluded by payment of any monetary penalty, satisfaction of all conditions, expiration of all possible appeals, conclusion of any collection action brought by the United States Department of Justice or execution and implementation of a final settlement with the Commission or the Enforcement Bureau.

The specific inquiries made herein are continuing in nature. The Licensee is required to produce in the future any and all Documents and information that are responsive to the inquiries made herein but not initially produced at the time, date and place specified herein. In this regard, the Licensee must supplement its responses (a) if it learns that, in some material respect, the Documents and information initially disclosed were incomplete or incorrect or (b) if additional responsive Documents or information are acquired by or become known to the Licensee after the initial production. The requirement to update the record will continue for twelve (12) months from the date of

The News Corporation Limited
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this letter unless (a) the Licensee is directed to retain the originals of those Documents for twelve (12) months from the date of this letter unless (a) the Licensee is directed or informed by the Enforcement Bureau in writing to retain such Documents for some shorter or longer period of time or (b) until all matters that are the subject of the NAL have been finally concluded by payment of any monetary penalty, satisfaction of all conditions, expiration of all possible appeals, conclusion of any collection action brought by the United States Department of Justice or execution and implementation of a final settlement with the Commission or the Enforcement Bureau.

For each Document or statement submitted in response to the inquiries below, indicate, by number, to which inquiry it is responsive and identify the person(s) from whose files the Document was retrieved. If any Document is not dated, state the date on which it was prepared. If any Document does not identify its author(s) or recipient(s), state, if known, the name(s) of the author(s) or recipient(s). The Licensee must identify with reasonable specificity all Documents provided in response to these inquiries.

Unless otherwise indicated, the period of time covered by these inquiries is March 24, 2003, to the present.

Definitions

For purposes of this letter, the following definitions apply:

"Any" shall be construed to include the word "all," and the word "all" shall be construed to include the word "any." Additionally, the word "or" shall be construed to include the word "and," and the word "and" shall be construed to include the word "or." The word "each" shall be construed to include the word "every," and the word "every" shall be construed to include the word "each."

"Broadcast," when used as noun, shall mean audible sounds or language transmitted or disseminated over a station during the course of a radio broadcast.

"Broadcast," when used as a verb, shall mean the transmission or dissemination of radio communications or television signal intended to be received by the public. The verb "broadcast" may be used interchangeably with the verb "air."

"Document" shall mean the complete original (or in lieu thereof, exact copies of the original) and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any taped, recorded, transcribed, written, typed, printed, filmed, punched, computer-stored, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated, or made, including but not limited to any broadcast, radio program, advertisement, book, pamphlet, periodical, contract, correspondence, letter, facsimile, e-mail, file, invoice, memorandum, note, telegram, report, record, handwritten note, working paper, routing slip, chart, graph, photograph, paper, index, map, tabulation,

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manual, guide, outline, script, abstract, history, calendar, diary, agenda, minute, marketing plan, research paper, preliminary drafts, or versions of all of the above, and computer material (print-outs, cards, magnetic or electronic tape, disks and such codes or instructions as will transform such computer materials into easily understandable form).

"Identify," when used with reference to a person or persons, shall mean to state his/her full legal name, current business address, phone number and position or other connection with the Licensee, if any. "Identify," when used with reference to a Document, shall mean to state the date, author, addressee, type of Document (*e.g.*, the types of Document, as described above), a brief description of the subject matter, its present or last known location and its custodian. "Identify," when used with reference to an entity other than a person, shall mean to state its name, current or last known business address, and current or last known business telephone number.

"Licensee" shall mean The News Corporation Limited and any predecessor-in-interest, affiliate, parent company, wholly or partially owned subsidiary (including, but not limited to, Fox Television Stations, Inc. and Fox Broadcasting Company), other affiliated company or business, and all owners, including but not limited to, partners or principals, and all directors, officers, employees, or agents, including consultants and any other persons working for or on behalf of the foregoing at any time during the period covered by this letter.

Inquiries: Documents and Information to be Provided

1. Provide all Documents that the Licensee provided, on or prior to April 7, 2003, to any affiliate of the Fox Television Network regarding the April 7, 2003, episode of "Married By America" promoting, describing the content of, or otherwise relating to that episode. Provide recordings of any such Documents provided by the Licensee to an affiliate in video form, on videotape or DVD. For each such Document, state the date on which, describe how and Identify to whom it was provided by the Licensee.
2. Provide all Documents provided by the Licensee, on or prior to April 7, 2003, to the print and/or electronic media promoting and/or otherwise describing the content of the April 7, 2003, episode of "Married By America." For each such Document, state the date on which, describe how and Identify to whom it was provided by the Licensee.
3. Provide recordings, on videotape or DVD, of all announcements distributed to affiliates of and aired over the Fox Television Network, on or prior to April 7, 2003, promoting and/or otherwise describing the content of the April 7, 2003, episode of "Married By America." For each such announcement, provide each date and time that it was so aired and describe when and the manner in which it was made available to affiliates for broadcast.

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4. Provide all Documents posted or otherwise made available by the Licensee on any Internet site promoting and/or otherwise describing the content of the April 7, 2003, episode of "Married By America." For each such Document, Identify the site and the dates during which it was so made available.
5. Prior to the respective times on April 7, 2003, when the Licensee uplinked to the affiliates of the Fox Television Network a scrambled feed of that day's episode of the program "Married By America," state whether the Licensee provided to any such affiliate any portion of the footage contained in the broadcast or any description thereof. If so, provide, on videotape or DVD, all such footage and, for each, state when, how and Identify by whom and to whom it was so provided.
6. Describe the timing and method by which the Licensee generally provides prerecorded programming to affiliates of the Fox Television Network for airing over their respective stations. Did the Licensee depart from that procedure with regard to the April 7, 2003, episode of "Married by America?" If so, explain how and why it did so.
7. According to the January 3, 2005, Supplemental Declaration of Robert McFarland provided with the January 6, 2005, supplemental filing of Fox Broadcasting Company, the Licensee did not simultaneously uplink the scrambled feed of the April 7, 2003, episode of "Married by America" on that day to all affiliates of the Fox Television Network. Instead, the Licensee delayed, from the time of the initial uplink to affiliates in the Eastern and Central Time Zones, the availability of the program to affiliates in the Mountain Time Zone by one hour and to affiliates in the Pacific Time Zone by three hours. State why the Licensee so made the programming available on such a staggered basis.
8. Provide copies of all Documents that provide the basis for or otherwise support the responses to Inquiries 1-7, above.

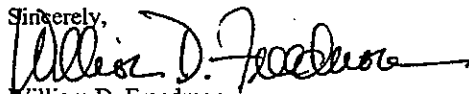
We direct the Licensee to support its responses with an affidavit or declaration under penalty of perjury, signed and dated by an authorized officer of the Licensee with personal knowledge of the representations provided in the Licensee's response, verifying the truth and accuracy of the information therein and that all of the Documents and information requested by this letter which are in the Licensee's possession, custody, control or knowledge have been produced. If multiple Licensee employees contribute to the response, in addition to such general affidavit or declaration of the authorized officer of the Licensee, provide separate affidavits or declarations of each such individual with such personal knowledge that identify clearly to which responses the affiant or declarant is attesting. All such declarations provided must comply with section 1.16 of the Commission's rules, 47 C.F.R. § 1.16, and be substantially in the form set forth therein. To knowingly and willfully make any false statement or conceal any material fact in

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February 8, 2005
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reply to this inquiry is punishable by fine or imprisonment. *See* 18 U.S.C. § 1001; *see also* 47 C.F.R. § 1.17.

The Licensee shall direct its response, if by messenger or hand delivery, to the attention of Gary Schonman, Esquire, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, c/o NATEK, 9300 East Hampton Drive, Capitol Heights, Maryland 20743. If sent by mail, the response should be sent to Mr. Schonman, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Room 4A-C330, Washington, D.C. 20554. The Licensee shall also, to the extent practicable, transmit a copy of the response via email to Mr. Schonman at gary.schonman@fcc.gov.

Sincerely,



William D. Freedman
Deputy Chief
Investigations and Hearings Division
Enforcement Bureau

cc: John C. Quale, Esquire (by telecopier at 202/661-8233)

FILE COPY

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March 1, 2005

Via Hand Delivery and Electronic Mail

Federal Communications Commission
Enforcement Bureau
Investigations and Hearings Division
445 12th Street, S.W.
Washington, D.C. 20554

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MAR - 1 2005

Federal Communications Commission
Office of Secretary

ATTN: Gary Schonman, Esq. (Room 4A-C330)

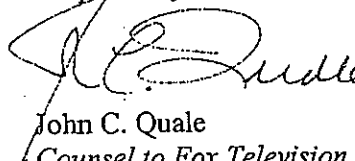
RE: Complaints Against Various Licensees Regarding Their Broadcast of the Fox Television Network Program "Married By America" on April 7, 2003, Notice of Apparent Liability for Forfeiture, FCC 04-242 (rel. Oct. 12, 2004); File No. EB-03-IH-0162

Dear Mr. Schonman:

On behalf of Fox Television Holdings, Inc., Fox Television Stations, Inc. (parent or licensee of 25 stations listed in the above-referenced NAL), and Fox Broadcasting Company, enclosed herewith please find their response to the letter, dated February 8, 2005, from William D. Freedman, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, to The News Corporation Limited with respect to the above-referenced matter.

Should you have any questions concerning this submission, please contact the undersigned.

Respectfully submitted,



John C. Quale
Counsel to Fox Television Holdings, Inc.
Fox Television Stations, Inc. and
Fox Broadcasting Company

Enclosures

RESPONSE OF FOX
TO FCC LETTER OF INQUIRY*

1. Provide all Documents that the Licensee provided, on or prior to April 7, 2003, to any affiliate of the Fox Television Network regarding the April 7, 2003, episode of "Married By America" promoting, describing the content of, or otherwise relating to that episode. Provide recordings of any such Documents provided by the Licensee to an affiliate in video form, on videotape or DVD. For each such Document, state the date on which, describe how and Identify to whom it was provided by the Licensee.

ANSWER: To the extent that the Commission's Supplemental LOI seeks information about Fox network affiliates, Fox Television Holdings, Inc., Fox Television Stations, Inc. (parent or licensee of 25 stations listed in the Commission's October 12, 2004 Notice of Apparent Liability for Forfeiture¹) and Fox Broadcasting Company ("FBC") (collectively, "Fox") reassert their prior objection regarding the Commission's failure to respect adequately the critical limitations that the First Amendment places upon such requests.² In its August 11, 2003 response to the Commission's initial inquiry, TVT License, Inc. ("TVT") objected to the breadth of the inquiry and the fact that it threatened to unconstitutionally chill broadcasters' free speech rights. In particular, TVT objected to the request to identify other stations that may have aired the *Married By America* episode in question. TVT noted that the request was inconsistent with the Commission's cautious approach to regulation of allegedly indecent programming, which recognizes that such programming is entitled to First Amendment protection. Consistent with that approach, the Commission does not monitor broadcasts for indecent material, but rather relies on complaints from the public. The request for information as to whether other stations carried the program was, therefore, not relevant to the determination of whether the program was indecent. More importantly, compelling one broadcaster to report on the activities of others creates an oppressive regulatory environment that chills the exercise of First Amendment rights. With its Supplemental LOI, the Commission further expands its investigation into the network/affiliate relationship without

* See Letter, Dated February 8, 2005, to The News Corporation Limited, from William D. Freedman, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau (the "Supplemental LOI").

¹ See In re Complaints Against Various Licensees Regarding Their Broadcast of the Fox Television Network Program "Married By America" on April 7, 2003, Notice of Apparent Liability for Forfeiture, FCC 04-242 (rel. Oct. 12, 2004).

² See Letter, Dated August 11, 2003, to Melanie A. Godschall, Investigations and Hearings Division, FCC Enforcement Bureau, from John C. Quale, Counsel to TVT License, Inc.

adequate justification.³ However, while preserving its continuing objections, Fox hereby responds to the LOI in an effort to bring this matter to a prompt resolution.

See attached Declaration of Robert E. Quicksilver, President, Network Distribution, Fox Broadcasting Company, including Exhibit A thereto.

2. Provide all Documents provided by the Licensee, on or prior to April 7, 2003, to the print and/or electronic media promoting and/or otherwise describing the content of the April 7, 2003, episode of "Married By America." For each such Document, state the date on which, describe how and identify to whom it was provided by the Licensee.

ANSWER: See attached Declaration of Robert E. Quicksilver, President, Network Distribution, Fox Broadcasting Company, including Exhibit A thereto.

3. Provide recordings, on videotape or DVD, of all announcements distributed to affiliates of and aired over the Fox Television Network, on or prior to April 7, 2003, promoting and/or otherwise describing the content of the April 7, 2003, episode of "Married By America." For each such announcement, provide each date and time that it was so aired and describe when and the manner in which it was made available for broadcast.

ANSWER: See attached Declaration of Robert E. Quicksilver, President, Network Distribution, Fox Broadcasting Company, including Exhibit A thereto.

4. Provide all Documents posted or otherwise made available by the Licensee on any Internet site promoting and/or otherwise describing the content of the April 7, 2003, episode of "Married By America." For each such Document, identify the site and the dates during which it was so made available.

ANSWER: See attached Declaration of Robert E. Quicksilver, President, Network Distribution, Fox Broadcasting Company, including Exhibit A thereto.

5. Prior to the respective times on April 7, 2003, when the Licensee uplinked to the affiliates of the Fox Television Network a scrambled feed of that day's episode of the program "Married By America," state whether the Licensee provided to any such affiliate any portion of the footage contained in the broadcast or any description thereof. If so, provide, on videotape or DVD,

³ Cf. Chicago Tribune Co. v. Chicago, 705 F. Supp. 1345, 1347 (1989) (citing City of Lakewood v. Plain Dealer Publishing Co., 486 U.S. 750 (1988); Chicago Newspaper Publishers v. City of Wheaton, 697 F. Supp. 1464, 1466 (N.D. Ill. 1988); Miller Newspapers, Inc. v. City of Keene, 546 F. Supp. 831, 833 (D.N.H. 1982)) ("The First Amendment protects the means of newspaper distribution as well as the content and ideas expressed in newspapers.").

all such footage and, for each, state when, how and Identify by whom and to whom it was so provided.

ANSWER: See response to Inquiry 1 and attached Declaration of Robert E. Quicksilver, President, Network Distribution, Fox Broadcasting Company, including Exhibit A thereto.

6. Describe the timing and method by which the Licensee generally provides prerecorded programming to affiliates of the Fox Television Network for airing over their respective stations. Did the Licensee depart from that procedure with regard to the April 7, 2003, episode of "Married By America?" If so, explain how and why it did so.

ANSWER: As a general matter, prerecorded programs are not made available to affiliates prior to broadcast. That is, FBC generally provides a scrambled feed that is available for downlink by affiliates at the scheduled time of broadcast in their respective time zones. FBC did not depart from this procedure with regard to the April 7, 2003 episode of "Married By America." See January 3, 2005 Supplemental Declaration of Roland McFarland.

7. According to the January 3, 2005, Supplemental Declaration of Roland McFarland provided with the January 6, 2005, supplemental filing of Fox Broadcasting Company, the Licensee did not simultaneously uplink the scrambled feed of the April 7, 2003, episode of "Married By America" on that day to all affiliates of the Fox Television Network. Instead, the Licensee delayed, from the time of the initial uplink to affiliates in the Eastern and Central Time Zones, the availability of the program to affiliates in the Mountain Time Zone by one hour and to affiliates in the Pacific Time Zone by three hours. State why the Licensee so made the programming available on such a staggered basis.

ANSWER: The programming was made available on a staggered basis so that affiliates could downlink and simultaneously broadcast the program. As the Commission is aware, prime time viewing hours vary by time zone. FBC makes programs available at the time of scheduled broadcast in the respective time zones primarily for the convenience of affiliates so that they are spared the expense of recording and then later broadcasting a program.

8. Provide copies of all Documents that provide the basis for or otherwise support the responses to Inquiries 1-7, above.

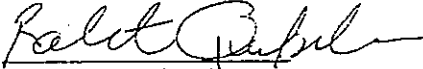
ANSWER: See attached Declaration of Robert E. Quicksilver, President, Network Distribution, Fox Broadcasting Company, including Exhibit A thereto.

Dated: March 1, 2005

DECLARATION

Under penalty of perjury, Robert E. Quicksilver hereby states as follows:

1. I am President, Network Distribution, Fox Broadcasting Company.
2. I have read the foregoing response of Fox Television Holdings, Inc., Fox Television Stations, Inc. (parent or licensee of 25 stations listed in the Commission's October 12, 2004 Notice of Apparent Liability for Forfeiture) and Fox Broadcasting Company (collectively, "Fox"), dated March 1, 2005, which is responsive to the letter, dated February 8, 2005, to The News Corporation Limited from William D. Freedman, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau (the "Supplemental LOI").
3. I have personal knowledge of the facts contained therein and declare that such facts are true and correct. In addition, I declare that to the best of my knowledge Fox has no documents in its possession, custody or control responsive to the Supplemental LOI, other than the documents attached hereto as Exhibit A.


Robert E. Quicksilver
President, Network Distribution
Fox Broadcasting Company

March 1, 2005

EXHIBIT A

Bates Range	Inquiry	Custodian	Author	Recipient	Date	Title / Description
FCC-X02-001 to FCC-X02-002	1	Fox	Shannon Peavey	<p>The document was distributed via the network's "EZ Link" system (an automated fax and e-mail distribution system) to all affiliates. It was also placed on the "Cyber-Mailer" non-public website that is accessible by all affiliates.</p> <p>The document was distributed via electronic mail to numerous press and television listings outlets. It was also made available on the "Fox Flash" non-public website accessible by press and television listings outlets.</p>	March 27, 2003	<p>Listing Schedule</p> <p>Please note that the schedule, while accurate at the time of distribution, was subsequently changed (e.g., the encore presentation of <i>Married By America</i> episode 108 scheduled for April 10 was not shown).</p>

Bates Range	Inquiry	Custodian	Author	Recipient	Date	Title / Description
FCC-X02-003 to FCC-X02-011	1, 2, 5	Fox		<p>The document was distributed via the network's "EZ Link" system (an automated fax and e-mail distribution system) to all affiliates. It was also placed on the "Cyber-Mailer" non-public website that is accessible by all affiliates.</p> <p>The document was distributed via electronic mail to numerous press and television listings outlets. It was also made available on the "Fox Flash" non-public website accessible by press and television listings outlets.</p>		<p>Program descriptions</p> <p>Please note that the schedule, while accurate at the time of distribution, was subsequently changed (e.g., the encore presentation of <i>Married By America</i> episode 108 scheduled for April 10 was not shown).</p>
FCC-X02-012	1, 3, 5	Fox		<p>The promotion was made available via satellite to all affiliates for download on April 1 and 2, 2003 from 6:30 AM to 8:00 AM ET.</p> <p>The promotion (or segments thereof) was included in the Network feed that was delivered to all affiliates on April 4 (8 PM and 9 PM), April 5 (8 PM, 9 PM and twice during a NASCAR broadcast), April 6 (8 PM, 9 PM, 9:30 PM, and 3 times during a NASCAR broadcast) and April 7 (8 PM). (All times Eastern)</p>		<p><i>Married By America</i> Promotion</p>

Bates Range	Inquiry	Gustodian	Author	Recipient	Date	Title / Description
FCC-X02-013 (See CD-ROM attached to January 3, 2005 McFarland Declaration)	1, 3, 5	Fox		Episode 107 of <i>Married By America</i> , including the preview for episode 108, was distributed to all affiliates via satellite in the same manner as episode 108 (See January 3, 2005 Supplemental Declaration of Roland McFarland).	March 31, 2003 April 3, 2003 (encore)	<i>Married By America</i> , Episode 107
FCC-X02-014	2, 4	MJ La Vaccare		This entry was placed on fox.com and provided to all listing services.	It is believed that the listing was made available two weeks prior to the April 7 broadcast (this is standard practice).	Publicity Log
FCC-X02-015	4	Carolyn Gray	Carolyn Gray			The Internet promotion for the show was done on a rolling basis and screen shots of the Internet page that existed to promote the April 7 episode are not available. However, these notes describe the changes that were made to promote the April 7 episode.
FCC-X02-016 to FCC-X02-018	4	Fox				This is the "recap" of the April 7 episode that was made available on fox.com after the episode aired. Screen shots of the Internet page are not available.
FCC-X02-019	4	Fox				This is the only available screen shot of the <i>Married By America</i> Internet page that was created to promote the April 7 episode. It was made available after the episode aired.

Bates Range	Inquiry	Custodian	Author	Recipient	Date	Title/Description
FCC-X02-020 to FCC-X02-038	4	Fox	Fox			The program synopsis was available on the Internet at fox.com and updated after each episode was broadcast. The attached document is the complete record of the entire series; however, the synopsis of each episode was not posted until after the respective episode's air date. The entire synopsis was available on fox.com until the series was cancelled.

TV LISTINGS

Shannon Peavey

March 27, 2003

LISTINGS SCHEDULE

The following is listings information for the week of **Sunday, April 6, 2003.**

Sunday, Apr. 6

7:00-7:30 PM ET/PT	FUTURAMA —The Why of Fry—FUT-410—(TV-PG)
7:30-8:00 PM ET/PT	KING OF THE HILL —Queasy Rider—KH-710—(TV-PG L)
8:00-8:30 PM ET/PT	THE SIMPSONS —Great Louse Detective—SI-1401—(TV-PG L, V)
8:30-9:00 PM ET/PT	OLIVER BEENE —Nudie Mag—OB-104—(TV-PG S)
9:00-9:30 PM ET/PT	MALCOLM IN THE MIDDLE —Garage Sale—MIM-416—(TV-PG)
9:30-10:00 PM ET/PT	THE PITTS —A Bug's Wife—PIT-102—(TV-PG V)

Monday, Apr. 7

8:00-9:00 PM ET/PT	BOSTON PUBLIC —Chapter Sixty-Three—BP-319—(TV-PG)
9:00-10:00 PM ET/PT	MARRIED BY AMERICA —MBA-108—(TV-14 D, L, S)

Tuesday, Apr. 8

8:00-9:00 PM ET/PT	AMERICAN IDOL —LIVE episode—8 Finalists Compete—ID-214—(TV-G)
9:00-10:00 PM ET/PT	24-Day 2: 1:00 AM-2:00 AM —TWF-218—(TV-14 V)

-more-

Listings Schedule – Page 2

Wednesday, Apr. 9

8:00-8:30 PM ET/PT **THAT '70s SHOW**—Trampled Under Foot—TSS-521—(TV-14 D, L)
8:30-9:00 PM ET/PT **AMERICAN IDOL—LIVE RESULTS SHOW**—1 of 8 finalists eliminated—ID2-214A—(TV-G)
9:00-9:30 PM ET/PT **BERNIE MAC**—Chess Wars—MAC-214—(TV-PG L)
9:30-10:00 PM ET/PT **WANDA AT LARGE**—Wanda & Bradley—WA-103—(TV-PG L)

Thursday, Apr. 10

8:00-9:00 PM ET/PT **MARRIED BY AMERICA**—Encore of MBA-108—(TV-14 D, L, S)
9:00-10:00 PM ET/PT **THE PULSE**—PUL-208—(TV-N/A)

Friday, Apr. 11

8:00-10:00 PM ET/PT ***FOX MOVIE SPECIAL***—**BIG DADDY**—FM—(TV-PG L, S)

(EDITOR'S NOTE: FASTLANE and JOHN DOE are pre-empted this one night only)

Saturday, Apr. 12

8:00-8:30 PM ET/PT **COPS: COAST TO COAST**—CP-1516—(TV-PG L, V)
8:30-9:00 PM ET/PT **COPS: COAST TO COAST**—CP-1521—(TV-PG V)
9:00-10:00 PM ET/PT **AMERICA'S MOST WANTED: AMERICA FIGHTS BACK**—(MW-1624)—(TV-PG V)
11:00-Midnight PM ET/PT **MAD TV--MD-821**—Commercial Parodies Countdown Special Edition—(TV-14 D, S, L, V)

Please call Shannon Peavey at 310-369-0618 with any questions or concerns.

-FOX-

SUNDAY, APRIL 6

'FUTURAMA'-- (7:00-7:30 PM ET/PT)--In Stereo CC

**FRY'S FUNK LAUNCH'S HIM INTO THE PAST
ON 'FUTURAMA' APRIL 6 ON FOX**

When Leela gets swept off her feet by Mike, an aide to the Mayor, Fry falls into a deep funk thinking that she could never like a non-important guy. Adding to Fry's funk, a bizarre genetic abnormality is discovered that qualifies him for a mission to save the world. While on this mission, we learn what really happened on Dec. 31, 1999, the night Fry was frozen. Meanwhile, Mike says "no" to a free day at the skating rink, and Leela realizes Fry is much more to her than she ever knew on the "Why of Fry" episode of FUTURAMA Sunday, April 6 (7:00-7:30 PM ET/PT) on FOX. (FUT-410) (TV-PG)

Voice cast: Billy West as Fry, Professor Farnsworth, Dr. Zoidberg, and Smitty; Katey Sagal as Leela; John DiMaggio as Bender; Lauren Tom as Amy; Frank Welker as Nibbler and Maurice LaMarche as Nibblonian.

Contact: Josh Governale 310-369-7455

--'KING OF THE HILL'--(7:30-8:00 PM ET/PT) In Stereo-CC

**PEGGY AND HANK GET THEIR MOTOR RUNNIN'
ON 'KING OF THE HILL' SUNDAY, APR. 6 ON FOX**

Jennifer Aniston and Jamie Kennedy Make Guest Voice Appearances

When a bickering Peggy and Hank go to couples counseling, the therapist recommends they focus on a dream they share. Hank and Peggy realize their dream is to buy a motorcycle and bike across the country. At the Harley shop, they befriend Lumpy and Pepperoni Sue, a couple who invite them to Biker Week. After they arrive, Hank and Peggy realize they are in over their heads and must try and high tail it out of there on the "Quesy Rider" episode of KING OF THE HILL Sunday, Apr. 6 (7:30-8:00 PM ET/PT) on FOX. (KH-710) (TV-PG L)

Voice Cast: Mike Judge as Hank Hill and Boomhauer; Kathy Najimy as Peggy Hill; Pamela S. Adlon as Bobby Hill; Brittany Murphy as Luanne; Johnny Hardwick as Dale; Stephen Root as Bill and the Jeweler.

Guest Voice: Jennifer Aniston as Stephanie and Pepperoni Sue; Jamie Kennedy as Dr. Tim Rast, Dwight and Salesman; David Herman as Lumpy and Drunken Biker; and Ashley Gardner as Nancy.

Contact: Shannon Ryan 310-369-4409

--'THE SIMPSONS' -- (8:00-8:30 PM ET/PT) In Stereo--CC

**HOMER FACES MURDER, MYSTERY AND MARDI GRAS
ON 'THE SIMPSONS' SUNDAY, APR. 6 ON FOX**

Kelsey Grammer Returns As Sideshow Bob

When Homer and his family receive an invitation to Stagnant Springs Spa, the family heads to the desert for relaxation. While in the steam room, Homer finds himself faced with a near-death experience as he is trapped inside. Later, the Simpsons discover the invitation in the mail was forged and that someone is trying to kill Homer. Turning to Chief Wiggum for help, he decides that only someone with the twisted mind of a murderer could help solve the case, and that person is Sideshow Bob (guest star Kelsey Grammer). Bob is allowed around-the-clock access to the entire Simpsons clan -- much to the dismay of Bart - so that he catch the killer red-handed on THE SIMPSONS episode "The Great Louse Detective" Sunday, Apr. 6 (8:00-8:30 PM ET/PT) on FOX. (SI-1401) (TV-PG L, V)

Voice cast: Dan Castellaneta as Homer Simpson and Itchy; Julie Kavner as Marge Simpson; Nancy Cartwright as Bart Simpson; Yeardley Smith as Lisa Simpson; Hank Azaria as Chief Wiggum and Harry Shearer as Otto.

Guest voice cast: Kelsey Grammer as Sideshow Bob.

Contact: Jill Hudson 310-369-2953

-- 'OLIVER BEENE' -- (8:30-9:00 PM ET/PT) In Stereo-CC

OLIVER AND MICHAEL ARE INVOLVED IN A PAGE-TURNER ON 'OLIVER BEENE' APRIL 6 ON FOX

When Ted destroys a nudie magazine that Oliver and Michael stole from Michael's father, the boys must scheme a way get another one. After several unsuccessful attempts to replace the magazine, Ted decides to make a sacrifice to help the boys out. Meanwhile, Jerry hires a sexy dental hygienist who brings in a lot of business, until she ends up driving Charlotte away on "The Nudie Mag" episode of OLIVER BEENE Sunday, April 6 (8:30-9:00 PM ET/PT) on FOX. (OB-104) (TV-PG S)

Cast: Grant Rosenmeyer as Oliver Beene; Grant Shaud as Dr. Jerry Beene; Wendy Makkena as Charlotte Beene; and Andrew Lawrence as Ted Beene.

Guest cast: Malia Mathis as April; Adrienne Janic as Suzy; Lisa Waltz as Michael's Mom; Greg Wrangler as Michael's Father; E.J. Callahan as Shaky Mort; Fred Ornstein as Mr. Heinz.

Contact: Shannon Ryan 310-369-4409

--'MALCOLM IN THE MIDDLE' -- (9:00-9:30 PM ET/PT) In Stereo CC

A FAMILY GARAGE SALE BRINGS OUT THE WORST IN THE BOYS ON 'MALCOLM IN THE MIDDLE' APRIL 6 ON FOX

Lois puts Reese in charge of the family garage sale. The boys argue over everything from prices to sales tactics, all the while struggling over who is really in charge. Meanwhile, Hal finds his old transmitter radio from his days as a college DJ. He gets the

radio up and working again and starts to broadcast his own pirate radio show on the MALCOLM IN THE MIDDLE episode "Garage Sale" (9:00-9:30 PM ET/PT) Sunday, April 6 (9:00-9:30 PM ET/PT) on FOX. (MIM-416) (TV-PG)

Cast: Jane Kaczmarek as Lois, Bryan Cranston as Hal, Frankie Muniz as Malcolm, Christopher Masterson as Francis, Justin Berfield as Reese, Erik Per Sullivan as Dewey and Craig Lamar Traylor as Stevie.

Guest cast: Kenneth Mars as Otto.

Contact: Jill Hudson 310-369-2953

-- 'THE PITTS'-- (9:30-10:00 PM ET/PT) In Stereo-CC

**'DRIVERS WANTED: KEEP THE FAITH
ON 'THE PITTS' APRIL 6 ON FOX**

When Bob and Liz buy Faith a used VW bug, they get more than they bargained for when the car turns out to be haunted. Faith becomes smitten with her sweet-talking car and it convinces her to ditch school. Bob and Liz find out and decide to sell the bug because they feel Faith isn't responsible enough. Meanwhile, the car decides to take matters into its own wheels when it kidnaps Faith and heads to Vegas on "A Bug's Wife" episode of THE PITTS Sunday, April 6 (9:30-10:00 PM ET/PT) on FOX. (PIT-102) (TV-PG V)

Cast: Dylan Baker as Bob Pitt, Kellie Waymire as Liz Pitt, Lizzy Caplan as Faith Pitt and David Henrie as Petey Pitt.

Guest Cast: Ben Donovan as Colin, Shawn Michael Howard as the VW voice and Robert Schimmel as the clerk.

Contact: Shannon Ryan 310-369-4409

MONDAY, APRIL 7

--'BOSTON PUBLIC'-- (8:00-9:00 PM ET/PT) In Stereo--CC

**HANSON BACKS A PHYSICALLY AWKWARD BOY FOR STUDENT COUNCIL,
RONNIE'S SUCCESS CREATES QUESTIONS FOR GUBER AND FISCHER,
AND PRENTICE WANTS TO INCREASE THE ACTION WITH MARLA
ON 'BOSTON PUBLIC' APRIL 7 ON FOX**

Verne Troyer Guest Stars

When Hanson pushes a physically awkward teen to run for student council his mother isn't sure he's up for the challenge. Meanwhile, Ronnie gets praised for turning the fate of the school around but her success creates questions for Guber and Fischer; and after three wonderful dates, Prentice (Verne Troyer guest stars) wants "to go to the next level"

FCC-X02-005

with Marla in the "Chapter Sixty-Three" episode of BOSTON PUBLIC Monday, April 7 (8:00-9:00 PM ET/PT) on FOX. (BP-319) (TV-PG L)

Cast: Chi McBride as Steven Harper, Jeri Ryan as Ronnie Cook, Michael Rapaport as Danny Hanson, Fyvush Finkel as Harvey Lipschultz, Anthony Heald as Scott Guber, Sharon Leal as Marilyn Sudor, Loretta Devine as Marla Hendricks, Joey McIntyre as Colin Flynn, Jon Abrahams as Zach Fischer, China Shavers as Brooke Harper, Cara DeLizia as Marcie Kendall.

Guest Cast: Verne Troyer as Prentice, David Conrad as Dave Fields, Courtney Peldon as Becky Emerson, Andrea Bowen as Riley Ellis, Aaron Himmelstein as William Guilbert, Jonathan Bennett as Ethan Guest, Amanda Carlin as Mrs. Guilbert, Mitch Gibney as Anchorman

Contact: Jonathan Hogan 310-369-4465

--'MARRIED BY AMERICA'-- (9:00-10:00 PM ET/PT)--In Stereo CC

**AMERICA VOTES ON THE FINAL TWO COUPLES
ON 'MARRIED BY AMERICA' APRIL 7**

The five engaged couples have been narrowed down to two by the relationship experts on the show (Dr. Jenn Berman, Ms. P. and Don Elium). Tonight America will once again be given the opportunity to vote by telephone for the couple they feel is the perfect match on Monday, April 7 (9:00-10:00 PM ET/PT).

This groundbreaking series follows five singles who put their trust in the American viewing public to play matchmaker. These men and women and their potential spouses are successful in every aspect of their lives, except at finding a mate by conventional means. Once face-to-face, these new couples will embark on a journey toward matrimony in hopes that they have indeed found their one true love. (MBA-108) (TV-14 D, L, S)

Contact: Melissa Woolverton 310-369-7055
Jill Hudson 310-369-2953

TUESDAY, APRIL 8

--'AMERICAN IDOL'--(8:00-9:00 PM ET/PT)--*Live Episode*--In Stereo CC

**EIGHT FINALISTS COMPETE LIVE ON 'AMERICAN IDOL'
APRIL 8 ON FOX**

The second season of AMERICAN IDOL returns with a new group of contestants. Watch eight finalists perform LIVE in this episode at the conclusion of which viewers can vote for their favorite contestant. Results will be revealed in a live episode Wednesday evening. AMERICAN IDOL airs Tuesday, April 8 (8:00-9:00 PM ET/PT) on FOX. (ID-214) (TV-G)

Host: Ryan Seacrest
Judges: Paula Abdul, Simon Cowell and Randy Jackson

FCC-X02-006

Contacts: Jason Clark 310-369-4517
Alex Gillespie 212-556-2519
Kim Fitzgerald 310-369-2415

--'24'-- (9:00-10:00 PM ET/PT) -- In Stereo CC

**JACK MUST SAVE WALLACE,
NATIONAL GUARD READIES FOR DEPLOYMENT
ON '24' APRIL 8 ON FOX**

Jack must save Wallace from an attacking military force, so Wallace can provide evidence that will prevent an unnecessary war. Meanwhile, after the nuclear bomb detonation in California, Palmer orders the Army put on stand-by to help deal with domestic unrest in the episode "Day 2: 1:00-2:00 AM" of 24 Tuesday, April 8 (9:00-10:00 PM ET/PT) on FOX. (TWF-218) (TV-14 V)

Cast: Kiefer Sutherland as Jack Bauer, Elisha Cuthbert as Kimberly Bauer, Dennis Haysbert as Pres. Palmer, Sarah Wynter as Kate Warner, Carlos Bernard as Tony Almeida, Xander Berkeley as George Mason, Penny Johnson Jerald as Sherry Palmer.

Guest Cast: Reiko Aylesworth as Michelle Dessler, Michelle Forbes as Lynne Kresge, Alan Dale as Vice President Jim Prescott, Jude Ciccolella as Mike Novick, Donnie Keshawarz as Yusuf, Lourdes Benedicto as Carrie Turner, Gregg Henry as Jonathan Wallace.

Contact: Jonathan Hogan 310-369-4465

WEDNESDAY, APRIL 9

--THAT '70s SHOW--(8:00-8:30 PM ET/PT)--In Stereo CC

**THE GANG DECIDES TO MIX THINGS UP
ON 'THAT '70s SHOW' APRIL 9 ON FOX**

When the gang feels they are becoming boring, they decide to add another member to their group to break up the monotony. Kitty overhears their dilemma and suggests they add Lance Crawford, a creepy kid Eric hates, because she's desperate for his mother's top-secret peach cobbler recipe. But when Kitty invites Lance over, Eric sneaks out leaving Red and Kitty to entertain him. Meanwhile, Nina tells Fez she needs a break, which sends him spiraling into a depression. But when the gang visits Fez to cheer him up, they see his bedroom for the first time, which is a huge surprise for everyone on the "Trampled Under Foot" episode of THAT '70s SHOW Wednesday, APRIL 9 (8:00-8:30 PM ET/PT) on FOX. (TSS-521) (TV-14 D, L)

Cast: Topher Grace as Eric Forman, Mila Kunis as Jackie Burkhardt, Ashton Kutcher as Michael Kelso, Danny Masterson as Steve Hyde, Laura Prepon as Donna Pinciotti, Wilmer Valderrama as Fez, Debra Jo Rupp as Kitty Forman, Kurtwood Smith as Red Forman and Don Stark as Bob Pinciotti.

Guest Cast: Joanna Canton as Nina, Samm Levine as Lance Crawford, Caryn Greenhut as Julie and Thomas Weber as Counter Guy.

Contact: Shannon Ryan 310-369-4409

--'AMERICAN IDOL'--(8:30-9:00 PM ET/PT)-- LIVE EPISODE--In Stereo CC

**AMERICA'S VOTES TALLIED IN
LIVE RESULTS EPISODE OF
'AMERICAN IDOL' APRIL 9 ON FOX**

The second season of AMERICAN IDOL returns with a new group of contestants. During last night's episode, eight finalists competed live and audience members voted for their favorites. See the results from the AMERICAN IDOL competition live Wednesday, APRIL 9 (8:30-9:00 PM Live ET/Tape-delayed PT) on FOX. (ID2-214A) (TV-G)

Host: Ryan Seacrest
Judges: Paula Abdul, Simon Cowell and Randy Jackson

Contacts: Jason Clark 310-369-4517
Alex Gillespie 212-556-2519
Kim Fitzgerald 310-369-2415

'THE BERNIE MAC SHOW' -- (9:00-9:30 PM ET/PT) In Stereo-cc

**BERNIE GETS PLAYED ON
'THE BERNIE MAC SHOW' APRIL 9 ON FOX**

The kids all want something from Bernie, but he stays one step ahead of them in their efforts to manipulate him. He credits the principles of chess with helping him keep one step ahead of the kids. However, Jordan is playing him back and will stop at nothing to get a paintball gun on the "Chess Wars" episode of THE BERNIE MAC SHOW Wednesday, April 9 (9:00-9:30 PM ET/PT) on FOX. (MAC-214) (TV-PG L)

Cast: Bernie Mac as himself, Kellita Smith as Wanda, Camille Winbush as Vanessa, Jeremy Suarez as Jordan, Dee Dee Davis as Bryana

Contact: Melissa Woolverton 310-369-7055

'WANDA AT LARGE'--(9:30-10:00 PM ET/PT)--In Stereo-CC

**WANDA SEES BRADLEY IN A NEW LIGHT
ON 'WANDA AT LARGE' WEDNESDAY, APRIL 9, ON FOX**

As a promotional stunt for "The Beltway Gang", Roger (Jason Kravits) tricks a feuding Wanda (Wanda Sykes) and Bradley (Phil Morris) into attending a basketball game where they will be seated next to each other in the "Wanda and Bradley" episode of WANDA AT LARGE Wednesday, April 9 (9:30-10:00 PM ET/PT) on FOX. (WA-103) (TV-PG L)

Cast: Wanda Sykes as Wanda Hawkins; Phil Morris as Bradley; Dale Godboldo as Keith; Tammy Lauren as Jenny; Jason Kravits as Roger; Ann Magnuson as Rita

Guest Cast: Michelle Griffin as Naomi; Jeannie Michelle as Tina

Contact: Todd Adair 310-369-3945

THURSDAY, APRIL 10

--'MARRIED BY AMERICA'-- (8:00-9:00 PM ET/PT)--In Stereo CC

**AMERICA VOTES ON THE FINAL TWO COUPLES
ON 'MARRIED BY AMERICA' APRIL 10**

The five engaged couples have been narrowed down to two by the relationship experts on the show (Dr. Jenn Berman, Ms. P. and Don Elum). This encore episode airs Thursday, April 10 (8:00-9:00 PM ET/PT).

This groundbreaking series follows five singles who put their trust in the American viewing public to play matchmaker. These men and women and their potential spouses are successful in every aspect of their lives, except at finding a mate by conventional means. Once face-to-face, these new couples will embark on a journey toward matrimony in hopes that they have indeed found their one true love. (MBA-108) (TV-14 D, L, S)

Contact: Melissa Woolverton 310-369-7055
Jill Hudson 310-369-2953

--'THE PULSE' -- (9:00-10:00 PM ET/PT) -- In Stereo CC

**THE PULSE WEEKLY NEWS MAGAZINE
AIRS APRIL 10 ON FOX**

Offering a snapshot of the present culture, THE PULSE will reveal the fun and not so fun aspects of today with investigative pieces, pop culture stories and celebrity exposes in the pull-no-punches FOX News style. In addition, exclusive interviews with the latest finalist to be eliminated from the competition from the FOX hit series 'American Idol' will be presented, as well as the ever-popular Bill O'Reilly "Who's Annoying Me Now" segment in THE PULSE Thursday, APRIL 10 (9:00-10:00 PM ET/PT) on FOX. (PUL-208) (TV-N/A)

Contact: Julie Rothman (212) 556-2459
Alex Gillespie (212) 556-2519

FRIDAY, APRIL 11

FOX MOVIE SPECIAL-->BIG DADDY= (8:00-10:00 PM ET/PT)

ADAM SANDLER STARS IN >BIG DADDY= FRIDAY, APRIL 11, ON FOX

Adam Sandler returns in BIG DADDY as immature New York lawyer Sonny Koufax. Sonny doesn't want to grow up -- and doesn't have to since he's been living off a lawsuit settlement and doesn't have to work. But when his girlfriend (Joey Lauren Adams, aChasing Amy®) threatens to leave him, Sonny adopts a five-year-old boy to prove to her how mature he is. Jon Stewart (aThe Daily Show®) and Rob Schneider (aThe Animal®) also star in BIG DADDY Friday, April 11 (8:00-10:00 PM ET/PT) on FOX. (FM-0208) (TV-PG L, S)

Cast: Adam Sandler as Sonny, Joey Lauren Adams as Layla, Jon Stewart as Cole Sprouse and Dylan Sprouse as Julian, Josh Mostel as Mr. Brooks, Leslie Mann as Phil, Rob Schneider as Delivery Guy, Kristy Swanson as Vanessa, Joe Bologna as Mr. Koufax, Peter Dante as Tommy, Jonathan Loughran as Mike, and Steve Buscemi as Homeless Guy.

Contact: Julie Rothman 212-556-2459

(EDITOR'S NOTE: FASTLANE and JOHN DOE are pre-empted this night)

SATURDAY, APRIL 12

--'COPS'--(8:00-8:30 PM ET/PT) In Stereo-CC

PA: Due to the graphic nature of this program, viewer discretion is advised.

MOTORCYCLIST HAS DEFEATED 27 SPEEDING TICKETS ON 'COPS' APRIL 12 ON FOX

In Riverside County, CA, Deputy Ruben investigates a report about a 14-year-old girl who was allegedly the victim of a sexual assault. In Pierce County, WA, Deputy Foster chases a speeding motorcyclist who later boasts that he successfully defeated 27 traffic tickets. In Forsyth County, NC, Deputy Grant serves a domestic violence warrant to an allegedly inebriated guest at a local hotel on COPS Saturday, April 12 (8:00-8:30 PM ET/PT) on FOX. (CP-1516) (TV-PG V)

Contact: Josh Governale 310-369-7455

--'COPS'--(8:30-9:00 PM ET/PT) In Stereo-CC

PA: Due to the graphic nature of this program, viewer discretion is advised.

'KIDS IN DANGER SPECIAL EDITION' ON 'COPS' APR. 12 ON FOX

A Riverside County deputy joins a foot pursuit of a suspected child molester who escaped custody. Also, a deputy of the Riverside Police Department responds to a call regarding a stabbing. At the scene, the distraught victim tells the officers that he was attacked by unknown assailants who kidnapped his three-year-old son. In Sacramento, a deputy is flagged down by a concerned group looking for a missing four-year-old boy

on the "Kids in Danger Special Edition" of COPS Saturday, April 12 (8:30-9:00 PM ET/PT) on FOX. (CP-1521) (TV-PG V)

Contact: Josh Governale 310-369-7455

--'AMERICA'S MOST WANTED: AMERICA FIGHTS BACK'--(9:00-10:00 PM ET/PT)
-In Stereo CC

**'AMERICA'S MOST WANTED: AMERICA FIGHTS BACK'
APRIL 12 ON FOX**

AMERICA'S MOST WANTED: AMERICA FIGHTS BACK takes on the nation's hottest crime issues. This crime-fighting program focuses on capturing fugitives, protecting victims and empowering citizens within the criminal justice system. The series also takes an in-depth look at laws that harm victims, champions the cause of lawmakers fighting to protect victims' rights and presents news of recent captures, convictions and missing children cases. At press time, details of this week's story were still being finalized. AMERICA'S MOST WANTED: AMERICA FIGHTS BACK airs Saturday, APRIL 12 (9:00-10:00 PM ET/PT) on FOX. (MW-1624) (TV-PG V)

Host: John Walsh

Contact: Karen Fedorock 212-556-2542

--'MAD TV'--(11:00 PM-MIDNIGHT ET/PT)--In Stereo- CC

**THE LATE NIGHT MADNESS CONTINUES ON THE
COMMERCIAL PARODIES COUNTDOWN SPECIAL EDITION OF 'MAD TV'
AIRING APRIL 12 ON FOX**

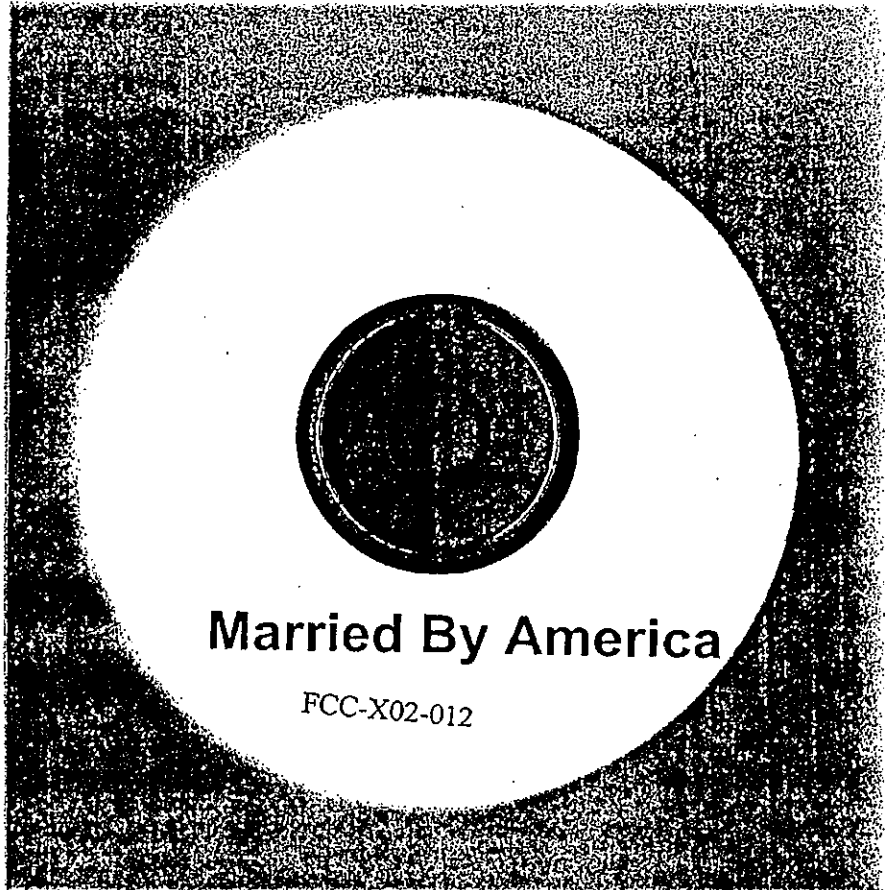
**Special Guest Appearance by Countess Vaughn, Special Guest Musical
Performance by Folksmen**

Musical guest Folksmen performs "Start Me Up" and "Blood on the Coals" and Countess Vaughn ("The Parkers") guest stars on the "Commercial Parodies Countdown Special Edition" of MAD TV airing Saturday, April 12 (11:00 PM-MIDNIGHT ET/PT) on FOX. (MD-821) (TV-14 D, S, L, V)

Cast: Frank Caliendo, Mo Collins, Bobby Lee, Michael McDonald, Aries Spears, Stephnie Weir, Debra Wilson

Featured Cast: Ike Barinholtz, Josh Meyers, Christina Moore, Ron Pederson, Paul Vogt

Contact: Todd Adair 310-369-3945



Married By America

FCC-X02-012

FCC-X02-013

See CD-ROM attached to January 3, 2005
McFarland Declaration

"MARRIED BY AMERICA" – (9:00-10:00 PM ET/PT) In Stereo-CC

AMERICA VOTES ON THE FINAL TWO COUPLES ON AN ALL-NEW 'MARRIED BY

AMERICA' APRIL 7

The five engaged couples have been narrowed down to two by the relationship experts on the show (Dr. Jenn Berman, Ms. P. and Don Elium). Tonight America will once again be given the opportunity to vote by telephone for the couple they feel is the perfect match on Monday, April 7 (9:00-10:00 PM ET/PT).

This groundbreaking series follows five singles who put their trust in the American viewing public to play matchmaker. These men and women and their potential spouses are successful in every aspect of their lives, except at finding a mate by conventional means. Once face-to-face, these new couples will embark on a journey toward matrimony in hopes that they have indeed found their one true love. (MBA-108) (TV-14; D, L, S)"

FYI - 1) D = intensely suggestive dialogue

2) L = strong language

3) S = sophisticated themes and intense sexual situations

"HOMEPAGE

1. Change the poll to:

Who do you think should have been voted off in the last episode?

A. Billie Jeanne & Tony

B. Stephen & Denise

C. Jill & Kevin

2. Replace the 2nd part of the promo on the front page to this:

TOUR THE RANCH

And meet the relationship experts in our videos!

And then there were two. Will they survive their bachelor parties in Vegas?

Find out on

MONDAY April 7th

9PM/8C

3. Put an X through the 2nd couple on the homepage."

Last week, the couples met their respective in-laws with varying degrees of congeniality. While Stephen and Denise's families got along swimmingly, they, unfortunately, were forced by the panel to end their marriage hopes. We're down to the final two couples...

Jill & Kevin
Billie Jeanne & Tony

JILL & KEVIN

Jill is growing concerned that Kevin does not put her first before his friends and family, but Kevin only wants them to accept Jill. He wonders whether he is doing this whole thing for the right reasons, and hopes that Jill is doing it for the same reasons. While the two couples eat brunch, Host Sean tells them that the final judgement will be made by the audience's vote. Yet they will have to go before the panel one last time. As Jill and Kevin are home having a serious discussion about being married, they hear a knock at their door. They are surprised to see Jill's sister Jennifer and Kevin's friend Robert. Jennifer is there to take Jill shopping for a wedding dress. They go to a room full of dresses, veils and tiaras, and Billie Jeanne is there as well. The girls are given free reign to pick out anything they like. When they return to the house, Jill and Kevin find individual invitations to celebrate their respective bachelorette and bachelor parties in Las Vegas. Jill is sad to leave because she'll miss Kevin. On Day 14, Jill, Billie Jeanne and their friends are flown to Vegas on a private jet and whisked off to the Aladdin Hotel by limousine. Kevin, Tony and their buddies get the same treatment. Jill's cousins and friends show up at the hotel as a surprise, as do Billie Jeanne's friends from home. The girls are given a party in a two-story suite in the hotel. "There were no rules. Absolutely none. Just to have a good time," Jill says.

And a good time is had by all. The girls are dancing and partying up when male strippers arrive, who coerce the brides to touch them and lick whipped cream off their bodies. Then, Jill's friends bring in a female stripper. Billie Jeanne proceeds to lick whipped cream off the female stripper's stomach. Yet when Jill is encouraged to do the same, she passes. This annoys Billie Jeanne, who is under the impression that Jill is worried by what Kevin will think. Jill feels that it Billie Jeanne who is embarrassed by what she has done. She tells Billie Jeanne that she comes from a strict Catholic family and is not interested in licking anything off another woman. Billie Jeanne warns Jill to stay true to herself and not change for a guy. But Jill knows who she is, and she is OK with what she did and didn't do at the party. Across the hotel at the boys' bachelor party, a female stripper pulls Kevin onto the couch and begins to undress herself. Kevin, however, isn't comfortable with this. His friend steps in to interrupt the woman, knowing that Kevin is not happy.

The next morning over breakfast, Kevin's friends pound him with hard questions about Jill, asking whether their relationship is "real." Kevin knows that his buddies will support whatever decision he makes. They warn him to not hold anything back because he has to be rid of all his doubts before he plunges into marriage. Yet Kevin feels it all comes down to him and Jill. He wants to be sure that she's in it for the same reasons as he is. Jill also has a private breakfast with her sister, who voices her concern about Kevin's financial situation. Jill tells Jennifer that she wants to help Kevin seek direction and set his own goals. The couples return to the ranch, and Jill is nervous about meeting with the panel that night. Kevin is convinced that they can grow as a couple, regardless of what the relationship experts say.

As they are brought before the panel, Host Sean tells the couples that the original question was "Can you learn to love?" Have Jill and Kevin answered that question? Even though no one will be voted off in this round, it will be the most vital panel ever. The audience will base its decision not only what's been seen on the show, but also on what the panel says tonight. The experts ask Jill and Kevin about children. They both want kids, and have agreed to have at least two. They have even already discussed names! Ms. P asks Kevin about his job. Who will be the breadwinner in their house? He answers that they will survive no matter where the money comes from and that he has enough savings to last them for a while. Then they question Jill on her feelings about Kevin's career. She truly wants to help Kevin find his passion in

life. According to his friends, he needs a strong, independent woman. Kevin agrees that she is what he needs. The panel asks him if Jill sometimes overwhelms him, but Kevin says that he is willing to take on anything and he looks forward to learning about Jill over his lifetime.

BILLIE JEANNE & TONY

Tony is happy that he and Billie Jeanne survived the last elimination, and thinks that they have the potential for a real relationship. Billie Jeanne is excited that they are getting nearer to their wedding. She would love to win the prize because it would help her and Tony get out of debt. The couple is surprised by the arrival of Tony's Best Man, Bender, and Billie Jeanne's Maid of Honor, Paige. Paige goes with Billie Jeanne to pick out a wedding dress, and as she tries the gowns on, Billie Jeanne says she feels like a princess. She can't wait for her wedding, telling Paige that she's absolutely ready for the happiest day of her life. When she finally chooses a dress, Billie Jeanne doesn't want to take it off. She sings, and screams that she wants to have the wedding right now. Then, as she hugs Paige, Billie Jeanne cries tears of joy because she felt like a dream had finally come true. Bender accompanies Tony to get fitted for a tuxedo. "I want to look like Ricky Martin," Tony tells the clerk. Tony's happy that Bender is there to help him, and even has his friend examine his suit with the probing question, "Does my ass look fat?"

Although he is excited about having a bachelor party in Las Vegas, Tony is scared about being faithful because he has cheated on a girlfriend before. As Billie Jeanne goes to leave for the trip without him, Tony calls out to her, "You forgot your big box of condoms!" Tony admits that he's sad because it's the first day they are not spending together, but he forgets all about that sadness once he's at his bachelor party in Vegas. He feels like it's a nice break from the pressure of the engagement, especially when Bender brings in two female stripper sisters to the party who undress Tony and spank him. Then he goes into the back room with one of the girls and they kiss. "Nothing wrong with kissing a stripper before you're married," Tony explains. "Kissing a stripper after you're married -- that's when the trouble begins." while Tony is off having fun with another woman, Billie Jeanne does the same -- with another woman. She is not embarrassed to have licked whipped cream off a female stripper's naked torso. Although she knows Tony's family will someday watch this footage, Billie Jeanne feels that she is only being true to herself.

The next morning -- Day 15 -- Billie Jeanne's friend Jeanmarie brings her breakfast so that the two can talk privately. She asks whether Billie Jeanne is nervous about her decision to marry so soon. Billie Jeanne is sure that Tony won't disappoint her. She also thinks they can start a family together. On the other side of the hotel, Bender has the same conversation with Tony. Yet Bender asks about his exploits with the stripper. Tony confirms that they merely kissed, even though Bender thought something more had happened. "What I did in Vegas, I don't consider cheating at all," Tony explains. "After I walk down the aisle, I will not be kissing any strippers. Or anybody else."

When they return to the ranch, Billie Jeanne can see that Tony is exhausted from the night's events. They are both happy to see each other, and greet warmly. She proudly tells him that she licked whipped cream off of a girl, and Tony laughs. Yet when he admits to kissing a stripper, Billie Jeanne is hurt. On Day 16, they are forced to go before the panel one more time. Billie Jeanne doesn't care what they think because she knows that she will be with Tony no matter what. The relationship experts ask Billie Jeanne if she trusts Tony. She says that she completely trusts him, and even trusted him in Las Vegas because she was confident that he wouldn't throw away their relationship over one night. Billie Jeanne says that Tony told her all about what happened at the bachelor party, and that she was fine with it. The panel then confronts both of them about their love for each other. Billie Jeanne has always been vocal about being in love with Tony, yet he can't say the same. "It hasn't clicked on yet," he confesses. "It hurts me that I haven't been able to say it to her." This doesn't seem to cast any doubts in Billie Jeanne's mind because she still wants to marry him and will wait for him to fall in love with her.

You've seen these couples grow and change over the last five weeks. Now it's your

MBA_RE~1.TXT

turn to vote and decide who will win the Grand Prize! Previews of the next week's weddings show both couples get to the altar. But will anyone even say "I do?"

MARRIED.BY *Amateur*

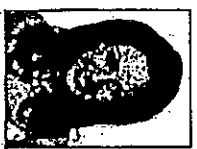
recaps features about voting faxclub message board



pre-premiere recap | ep #1 | ep #2 | ep #3 | ep #4
| ep #5 | ep #6 | ep #7 | ep #8
EPISODE 7 - aired 4/7/03

Last week, the couples met their respective in-laws with varying degrees of congeniality. While Stephen and Denise's families got along swimmingly, they, unfortunately, were forced by the panel to end their marriage hopes. We're down to the final two couples...

Jill & Kevin
Billie Jeanne & Tony



JILL & KEVIN

Jill is growing concerned that Kevin does not put her first before his friends and family, but Kevin only wants them to accept Jill. He wonders whether he is doing this whole thing for the right reasons, and hopes that Jill is doing it for the same reasons. While the two couples eat brunch, Host Sean tells



FOX
Z O N E



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MARRIED BY AMERICA

BEFORE THE PREMIERE

You've seen them in promos on FOX. You wondered why they would agree to marry a total stranger in such a public forum as national television. Now here's your chance to get a first look at the five "singles" even before the cameras started rolling.

These five people are successful, independent and attractive. They're all going places in life. America will pick which couples get to make the commitment of a lifetime on MARRIED BY AMERICA!

FEATURED SINGLES (BIOS)



JENNIFER

Jennifer is the cute, All-American, girl-next door. She's got a bit of a Southern drawl, making her even cuter. And she photographs phenomenally. In every photo we took of her, she had the perfect smile, the perfect hair, the perfect pose. Not only is she photogenic, but telegenic. She comes off great on video, which is surprising, because she's one of the few singles on this show that doesn't work in front of the camera. Ironically, many people have said that Jennifer looks exactly like the Los Angeles-area FOX television entertainment reporter, Dorothy Lucey. Separated at birth? You make the call. Jennifer is a sweet girl, but will she be too innocent to make a quick leap to wedding vows? Get to know her in the next few weeks and come to your own conclusions.



MATT

Matt's the typical classroom cut-up. Less sarcastic than Chandler Bing, not as physical as Jim Carrey. Matt's always got the witty comeback, and he seems to be a generally happy person. People who claim to know him have posted on the message boards speculating that he's a typical partying frat boy. Rule 1 of the internet: Don't trust everything you read on any message boards because posters are known to stretch the truth. Rule #2: Don't post personal information on the FOX message boards, because we're going to delete them and you might as well not waste your time. Matt did tell us that he is a big fan of both "American Idol" and "Joe Millionaire," so he's aces in our book. He claims to have only dated psycho girls, which is why he's leaving it up to someone else to find him a mate. Were these girls the problem, or was it really Matt's fault? Your phone-in votes, America, will decide.



JILL

Jill is aggressive and direct. She'll speak her mind, and she's the kind of girl who gets exactly what she wants. Confidence oozes out of her. It also doesn't hurt that she looks the way she does. Besides being beautiful, Jill has skin with that JLo glow. She also has a winning smile and a hot body. And did we mention that she was a straight-A student her whole life and received a graduate degree? Basically, Jill's got it going

on. So why can't this girl find a husband on her own? THAT'S the ultimate question we're going to find out on this show. Working as a reporter, Jill really knows how to play to the camera. Will this help her or hurt her in the MARRIED BY AMERICA selections? You'll have to decide when you cast your vote.



STEPHEN

Stephen is the sweet, shy one of the bunch, but don't be fooled by that description, because he's just as hunky as he is nice. During the photo session, he changed into a button-down shirt and it became obvious that this guy's got some broad shoulders on him. Plus he's 6 foot 3. When we brought him in to shoot the promos, the women from FOX were swooning. They all thought he was dreamy. And this is the same group who has been dealing with Evan from "Joe Millionaire," but Evan never got these kinds of raves. Stephen's unlike Evan because he really does have a well-paying career (he's a successful restaurateur in New York City). You can't help but hope this guy will find true love. Will your votes help him achieve that?



BILLIE JEANNE

Pronounced Billie Jean. Every time her name is mentioned, someone invariably begins to sing. "Billie Jean is not my lover..." Well, we're pretty confident that Michael Jackson did not have sex at all, especially with the Billie Jeanne on this show. Our Billie Jeanne is high-spirited, fun loving and full of energy. While we took pictures of her, a Police song was playing on the radio. Billie Jeanne danced and sang out loud like she was at her own private nightclub and oblivious to the people working around her. This girl is fun with a capital F. She's also spunky and artsy. Billie Jeanne told us that she and a girlfriend both filled out the application for MARRIED BY AMERICA. Now that Billie Jeanne is on her way to national recognition, wonder if that other girl is jealous?

MARRIED BY AMERICA

Series and Episode Synopses

This groundbreaking series follows five singles who put their trust in the American viewing public to play matchmaker. These men and women and their potential spouses are successful in every aspect of their lives -- EXCEPT at finding a mate by conventional means.

Viewers will get a chance to vote by phone for three potential couples after the two-hour show on Monday, March 3rd, and then for two more couples after the one-hour show on Wednesday, March 5th.

With the help of relationship experts, five potential mates will be handpicked for each of these men and women but they won't meet before their engagement. Their friends and family will analyze each of these potential partners, discuss their lives, interests and intentions and winnow them down. Then, the home audience will be given the opportunity to weigh in and vote by phone to make the final decision as to which of these partners is the perfect match. Once face-to-face, these new couples will embark on a journey toward matrimony in hopes that they have indeed found their one true love.

EPISODE 1 - aired 3/3/03

The five singles -- Jill, Stephen, Billie Jeanne, Jennifer and Matt -- stand in the shadows on the set before they get introduced to the world. Then they are all sent backstage to soundproof booths so that they don't hear the audience meet the 25 suitors hoping to find a love match!

JENNIFER

Although we don't yet get to watch her fixed up with matches in this episode, we do get a glimpse of Jennifer at home in her everyday life. She's got a cat and a dog, and seems very professional at work. Jennifer tells us that she's ruled more by her head than by her heart. She also says that she won't ever settle, and that she is sometimes too particular in judging men. Jennifer is looking for a soul mate, and says she is "more than ready to walk down the aisle with the right man." When Jennifer finally walks out onto the stage, she's got very high spiky sandals. Sexy! But we'll have to wait until Wednesday to meet the guys poised to become her mate.

MATT

No girls are set up with Matt in this episode. Instead, we get to meet his dog Newman, whom was rescued. Matt drives a Jeep, and his mother is interviewed saying that her son has a dry sense of humor. Matt describes his pick-up skills with the sports analogy: "I have no game." But he would like to someday have kids and a family. He thinks finding Mrs. Right on a television show is practically the same as meeting a girl in a bar or in a bookstore. Hopefully on Wednesday, Matt's family and friends will narrow down the search for him!

JILL

We first see Jill in her home with her cats. Then we catch her in action at work on the ice of the New York Islanders hockey organization. Jill is every guy's fantasy -- a chick who's into sports. Yet she wants a man who will accept that her career is extremely important. Jill's father makes quote marks with his fingers, saying that it's "all about Jill, all the time."

Back at the stage, we meet Jill's mom Michelle, her dad Anthony and her friend Deirdre. They study all the potential suitors and narrow it down to five: Markus, Vincent, Kevin G., Brian and Smithy. Then the friends and family begin to question the five lucky guys. Anthony asks each of them if they will love Jill's cat as much as she does. Smithy had two Siamese cats growing up, and he has one now. Markus, a professed animal lover, has raised seeing-eye puppies (awww!) and is in love with all pets. So far, two for two! Vincent's mother raises Persian cats, so he is used to them. Kevin G. claims to have been "around" lots of animals, including squirrels and rabbits. (Has he lived in the woods or something?) Brian, the brave soul, confesses that he is not a cat person. (Uh-oh!) Yet he suggests that he and Jill would buy another cat to be a buddy to the one she has. (Will that answer go over well with Dad?)

Then the host, Sean Valentine, holds up a card. He has an embarrassing revelation about one of the men, and he asks them all to come forward with their own secret. No one says a word! So Sean reads from his card that Markus' first kiss EVER was in college. Markus tries to save face and explains that he was a loner in



high school. He finally came out of his shell in college. The family and Deirdre mull this over. They decide to eliminate Brian because, according to Anthony, Jill wouldn't like the clothes he's wearing. She'd definitely want a guy who dresses more modern. Yet when Brian tries to question that accusation, Anthony cuts him off sharply. Go Dad!

The friends and family next get to ask a pointed question to each of the remaining four. They have already looked over the guys' backgrounds, and they have some lingering doubts to clear up. First comes Markus. He studied philosophy, psychology, law and architecture in school, but what does he want to be when he grows up? Markus, who's again on the hot seat, says that he is trying to find the best fit. Dabbling in a lot of things is really his strength. He's happy with his current job in sales, and he hopes that happiness will translate into a good marriage. (Anthony is a tough sell on his little girl's well-being!) Then they turn to Vincent, wanting to know why he's interested in someday adopting children. Sainly Vincent had spent six years in the Russian Federation in Moscow where he saw kids who were abandoned in orphanages. This affected him deeply. (He must have scored some brownie points on that one.) Next comes Kevin G., who not only has 5 brothers and sisters, but 14 nieces and nephews. The judging trio wants to know if he too wants a big family. Kevin is quite diplomatic, and says that he is willing to accept any number decided upon by him and his wife. Last but not least, it's Smithy's turn. He grew up in a small town but now lives in a big city. Which does he prefer? Although he likes both, Smithy would rather raise a family in small town because of the sense of community. His answer must not have been correct, because the friends and family decide that he's the next to be voted off. The audience boos loudly! Deirdre explains that her friend Jill wants a big city life and loves New York City.

Then the three guys still standing are taken backstage for more "personal" interrogation. When they come back, Jill's parents and friend eliminate Vincent because he is reluctant to move to New York. Markus and Kevin are the ones left who will try for Jill's hand! Now it's up to America to vote after the show. Jill speaks from her soundproof booth, and the three guys hear her plead with the voting public to find her a secure, confident man who is able to accept that she is career-oriented. She also is hoping for someone with a sense of humor and a good personality. Markus makes his case to the voters to pick him. He is addicted to buzz of city life, but feels that family is the most important thing. Kevin gets his shot to beg for votes, and he thanks Jill's parents and friend for the opportunity to get to know her. He is proud of who he is, and promises to make Jill laugh and smile for rest of their lives.

America -- Who do you want to see Jill end up with? Markus? Or Kevin? Vote!!

STEPHEN

Stephen is tired of the New York bar scene, and describes himself as a hopeless romantic. His sister Paula says that he is tall and muscular. She's also one of the three choosing Stephen's intended, along with his best friend Mo and his roommate Mike. From the gaggle of female suitors, they select Tricia, Alessandra, Denise D., Denise L. and Darrien. Then the three judges start with the general question to all five girls. What is the most selfish thing you have ever done to a boyfriend? The answers range from the most trivial (Trisha ate her boyfriend's leftovers) to the extreme (Darrien moved to Los Angeles without consulting with her man and this caused them to break up).

Host Sean offers up the option for the girls to reveal a dark secret because he's got one of theirs on a card. Again, no one steps up! Sean reads out that Denise L. once posed nude for a national audience. The audience goes wild! Denise, who's wearing a hat, tips it over her face in embarrassment. She was featured in a Sweethearts of Rodeo layout in Playboy. Yet she says that she is proud of this accomplishment because she thought it was done tastefully. Will this get her booted off Stephen's roster? Guess it wasn't too bad, because the friends and family decide to eliminate Alessandra instead!

Next comes the round of specific questions targeted to each girl. They want to know what Trisha got out of waitressing in a VIP lounge. She claims to have learned patience, but she still made a lot of cash. Then they want to know what Denise D. thinks is the most important quality in a relationship. She says that understanding of one another is the key. Denise L. says that when her mother kicked her out of the house at 16, she learned independence, and this will serve her well in marriage. Darrien, who gave up her dreams of competing in the Olympics, is asked if she's ready to commit to marriage after that experience. She claims that she now knows she has to have balance in her life. (Was she a gymnast on a balance beam?) After those random responses, the judges go back to a former question when deciding to eliminate Trisha. The reason? She eats her boyfriend's leftovers. The three Ds are the only leftovers allowed -- Denise D., Denise L. and Darrien are the ones competing for Stephen's affection.

Paula, Mo and Mike then get to interrogate the D-girls backstage to make their final decision. They must like



symmetry, because they eliminate Darrien, leaving the two Denises remaining. From back in his sound chamber, Stephen tells America that he wants them to remember that looks aren't everything. He hopes that the girls' insides count because he's the one who has to spend a lot of time with that person. Denise D. takes the stage to ask to be voted on, saying that although she hasn't had much luck in love, her friends think she is a great catch. She believes that Stephen is a great catch too. Denise L. also claims to have the worst luck with men. Yet she came on this show to let America make the choice for her.

Your votes will make the choice between Denise D. and Denise L. when you pick one to get together with Stephen!

BILLIE JEANNE

Billie Jeanne's a bartender in New York, but her friend Jeanmarie thinks she's ready to give up the bar life. "I'm a strong woman!" Billie Jeanne exclaims. Plus we get to witness her taking the subway, which is always impressive. Host Sean has one word for Billie Jeanne: FIRECRACKER! She tells us that she has had problems weeding through the people who want to really know what she's like inside. Billie Jeanne's friends Paige and Duane, along with her co-worker Jeanmarie, will help her through that weeding process. They first select Tony, Jack, Jeff, Michael and Kevin P. among the suitors as the five to get closer to their pal Billie Jeanne.

The first question posed is a doozy: "Describe your sexual appetites." Jack alleges that he is "abundantly voracious," but that he has practiced abstinence at a girlfriend's request. Kevin P. refuses to broach the subject. Michael describes himself as very hungry like at an all-you-can-eat buffet. We get the picture... Jeff is not afraid to tear off a woman's clothes. We get that picture too... After hearing all these explanations, Tony laughs, "I'm getting a little turned on myself."

Next, Host Sean gives the men the opportunity to divulge their deep, dark secret. Not surprisingly, nobody speaks up. This time he's got scoop on Tony, who may have had more than one woman in bed at one time. "Somebody had to hold the video camera," Tony says. Yet he won't let slip any more on that subject because a gentleman never reveals such things. After all this hot and heavy talk, the friends get rid of Kevin. "Billie Jeanne would eat him up alive!" Duane cries out. They also say he's a bit too Beaver Cleaver for her. "But Paige is available," says Jeanmarie. Paige blushes on the side. Could this be another match off-camera?

Moving onto the individual questions, the cutie-pie Tony is asked what he can bring to the marriage besides his good looks. His one word answer is "Me." Jack is given the same question. After graduating from West Point, he now writes children's books. Jack says that his adventurous spirit and creativity helped him take this chance on love. Jeff is approached about his spirituality. He says that his wife does not need to have the same beliefs, but that he hopes she would be spiritual in some way. Duane wants to know if they should be worried that Michael is a mama's boy. Michael replies that mama's boy is Greek for "I need a woman to kick me in the butt sometimes." Jeff gets bumped off because of the whole spirituality thing. The other three go backstage for an even more rigorous investigation. Billie Jeanne's three friends return with their decision. Michael and Tony get to go to the voting round, and Jack gets dropped from contention.

Billie Jeanne appeals to the public for help from the soundproof booth. She asks them to find her a strong, athletic guy with a sense of humor who will love her for who she is. Tony is excited because he is one step away from getting married! He admits to the voters that he can tell how special Billie Jeanne is, and he too is looking for someone special. Then Michael justifies his vote. "My clock is ticking," he says, intending to meet his best friend and wife on this show.

It's down to two, America. Do you think Tony or Michael should be Billie Jeanne's future husband? Call in the vote!

EPISODE 2 - aired 3/5/03

First we were given a recap of Monday night's episode, before we moved onto the final two singles looking for love on MARRIED BY AMERICA.

The voters will set up the last two couples tonight, and on Monday all five singles will get engaged sight unseen! Once engaged they move into a romantic 300-acre estate where they will live together, sleep together, share their secrets and reveal the most intimate details of their lives. Will they learn to love, or will their relationships fizzle?



Jennifer
Matt

JENNIFER

After the quick rundown from Monday's episode, we jumped right into finding Jennifer a man. Her mother Joyce, brother Steven and her best friend Alicia were brought in to help her with the task. From the pool of suitors, they selected Joshua, Xavier, Scott, Paul and Jeremy. A general question is posed to all five willing guys. Jennifer's crew wants to know the one thing each guy would be willing to change to please his partner. They all say something about marriage requiring compromise. However, Xavier was the only one who answered in a sexy French accent.

Host Sean then offered the five suitors the chance to own up to a "secret" before he would reveal one for them. Think one fessed up? Well, if you watched the last episode, then you'll know that no one is brave enough to step forward! Sean tells us that, although Scott is 33, he lives with his mother. Scott explains that his parents are his best friends, and that the living situation is cool with him. Will this confession get him kicked off? Nope. The relatives and Alicia decide to eliminate Paul because they couldn't follow the roundabout answer he gave to the first question about changing for his partner. (Honestly, neither could the audience!) Paul can't even defend himself with a straight answer, and he begins to wind another confusing response. Maybe he's nervous? Too late, because he's off the show.

Onto the personal questions for the four men still standing on stage. Xavier is asked about the most romantic thing he's ever done for a woman whom he was in love with. He says that one never plans on being romantic - either you are or you're not. Scott, who was the youngest person to ever run for Mayor of Tulsa, OK, is questioned how that experience affected him. Scott proclaims that it gave him the courage to overcome his fears and go after what he wants. Joshua acknowledges that he wants four kids because children are the future. The friends and family inquire why Jeremy went to a strip club for the first time with his parents. They want to know if this is a family tradition! Jeremy says he has the coolest parents, and he jokingly says that they wanted to teach him the value of a dollar!



Even with that funny answer about the strip club, Jeremy is the next to get booted. Joyce, Steven and Alicia feel that, although he is funny, his problem is that he is from Atlanta. Jennifer came to this show in order to find someone outside of Atlanta. While this is usually a positive, Jeremy, unfortunately, lives in the same city as the single. Jeremy says that he is willing to move away from her, but he doesn't get a second shot. Jennifer's matchmakers go backstage to grill the final three guys. Coming back, they choose to bump off Joshua. (Maybe it was because he wanted four kids?)

Jennifer then speaks from the backstage soundproof booth to beg for help in finding a husband. "C'mon America!" she exclaims. "I need your help!" She is hoping for a man who loves college football. Since she is also a cook, she'd like a guy who would hang out in the kitchen with her. Xavier gets his chance to appeal for votes, and he thanks Jennifer's family for the opportunity. He says that he too likes to cook. Xavier already believes that this is a match in heaven for him! Then Scott gets his turn. Although he doesn't like to cook, he is more than willing to be in the kitchen with Jennifer when she is at the oven. He is a big fan of O.U. football too. And on top of that, he knows that he possesses the kind of morals that would make him someone he'd trust to date his own daughter. Scott even invites the whole audience to his and Jennifer's wedding!

Now the rest is up to you, America. Which of these two guys do you think should match up with Jennifer?

MATT

Team Matt consists of his mother Georgina, his sister Sarah and his best buddy Mike. The five women they select for him are Kelly, Sally, Cortez, Darcey and Jennifer. The first question posed to the girls is "Why did your last relationship end?" Oooh, good question! Sally responds that her past beau had been a few years younger than she was. While Sally was ready for marriage, he unfortunately wasn't. Jennifer blames her last breakup on bad timing. That guy was too busy with his life and didn't have time to pay attention to her. Regarding her last relationship, Kelly merely says, "It was over before it started." She explains that he had just gotten out of a long-term relationship and had begun a business. He was looking for something lighter than the serious couple-dom she envisioned. Darcey also has a likely story for her singleness. She and the ex were in two different places -- she had an accomplished career and he didn't. Cortez's excuse is that communication broke down because she was involved in a long distance courtship.

Next, Host Sean holds up the card containing one of their hidden secrets. Surprise! No one comes forward. But the not-so-secret secret is about Darcey. She does not believe in pre-marital sex and is currently practicing abstinence. Yet this doesn't intimidate the judges, because they decide to eliminate Jennifer. Mom provides the reasoning, and says, "Matthew would mow her down!" Jennifer is shocked, but proclaims that she would probably mow Matt down instead!

Now come the personal questions for each girl. Kelly was voted class clown in high school. Is she looking for a husband who will be an audience, or does she want someone funnier than herself? Knowing that Matt has a good sense of humor, Kelly replies that she does want someone funnier, because anyone who can make her laugh would steal her heart. Sally, it turns out, fell in love with someone while she was already engaged to another. Will she do the same to Matt? Sally says that, although she is not proud of what happened, the event changed her life forever. She met someone on vacation and learned what true love is. Cortez is asked about her grandparents' arranged marriage, which lasted for 50 years. She answers that there are ups and downs in every relationship, but that she is looking for any way possible to find real love. Darcey, who quit the dating scene to focus on work, is asked whether her workaholic lifestyle will affect her being a wife. Although she loves her accomplishments, Darcey knows that in her heart is the desire to find love and build a family. Good responses by all, so who will get picked to leave? Mom Georgina decides that Darcey is "not saucy enough" for her son, and she is removed from contention.



After some intense scrutinizing backstage, the Matt trio picks Kelly as the next to go home alone. Unhappy with the decision, Kelly gives a thumbs down sign and blows raspberries. We're down to the final two. Sally and Cortez are left to seek Matt's heart. But first, Matt is given the chance to speak to the audience from the soundproof booth. He asks America to look deeper into these women and choose a partner whom he can trust and, ultimately, fall in love with. Sally lets us all know that she is a caring, warm

and genuine person who hopes Matt will be given the chance to know her and begin their lives together. Does she deserve your vote? Cortez is wishing for a funny, romantic guy to bring out the hopeless romantic in her. Maybe she should have your vote instead?

It's time for you, America, to make the calls. Take part in this bold, new experiment in arranged marriage. On Monday night, we'll reveal your decisions!

EPISODE 3 - aired 3/10/03

"THE ENGAGEMENT EPISODE"

It's hard to believe that, so far, none of singles have even laid eyes on their suitors (and vice versa). Yet, tonight they will be one step closer to marrying this perfect stranger!

Jill
Matt
Billie Jeanne
Jennifer
Stephen

JILL

Her friends and family narrowed the field down to two guys -- Kevin and Markus. America came to its own conclusion, and voted Kevin as the one to ask Jill to marry him. Jill approaches a screen that hides her from Kevin. He gets down on one knee as Jill puts her left hand through a cutout. Kevin takes Jill's hand and gives a full-on romantic proposal. "I will be true, honest, loving and supportive of your heart's desire," he says earnestly. Jill smiles broadly, and exclaims, "That is the sweetest thing!" She duly accepts, but is clearly both nervous and excited. The curtain rises, and both seem pleased with the looks of each other. Jill thanks America, as well as her friend and family, for doing so well in the picking. As the audience watches, Jill and Kevin briefly get to know each other. There's lots of hugging and a couple of kisses. He even picks her up! It looks like there is already some attraction between the two, but time will tell if these first few moments are a good indication of wedded bliss.

MATT

Both Sally and Cortez wait anxiously onstage for the decision. Yet Sally is turned away, as Cortez is chosen as Matt's intended bride. Cortez looks a bit shaken, but so would anyone facing her future in front of millions of viewers! Matt approaches the screen that Cortez is standing behind. "This is probably the most bizarre of



circumstances," he laughs as he kneels down before her. Matt asks for her hand, and says to her, "You represent the fantasy." Cortez eagerly accepts. "If you're anything like your family, then I know I'll be safe with you," she replies. The screen comes up and there are smiles all around when they finally lay eyes on each other. Yet both are nervously cordial as they greet each other. All in all, this one looks like it could be a good merge. Will it last? We'll have to get a glimpse of them together to find out.

BILLIE JEANNE

Michael is visibly upset that America did not choose him. Tony is clearly happy that he is the one selected to ask for Billie Jeanne's hand. As the proposal gets near, he appears to be a bit overwhelmed and jittery. Billie Jeanne comes out from backstage to a catcall of whistles from the audience. She is looking radiant, and



when asked if she is ready to get engaged, she exclaims, "I'm right here, baby!" Billie Jeanne comes to the screen where Tony is waiting, and there's some joking between the two about what to do next. Tony, however, is sincere in his pledge to this woman he's never seen before. "I'm intrigued by who you are and what you think about," he says. "Come away on an adventure with me." The first things out of Billie Jeanne's mouth are "I'm so nervous, I think I'm going to throw up." (It's safe to say she probably didn't prepare that line!) Yet she regains her composure and provides a real answer to his proposal. "I believe in truth, honesty and love, and I believe in my

friends," she says. "I also believe that you are going to be the one for me." Tony slips the ring on her finger and the curtain rises. They hug each other sweetly. DEFINITE chemistry going on here. As they briefly get to know each other on the stage, Tony asks if she likes beer. "I'm a beer drinker!" Billie Jeanne replies heartily. Then she mock punches him, exclaiming, "I hope you can handle it!" All the while, Tony gently touches her hair as they get to know one another. Can this be true love already?

JENNIFER

Although it's down to Xavier and Scott, only one man has been chosen by the audience to be Jennifer's guy. Xavier is the winner, and he says, "This is like a dream to me." When Jennifer comes out to the screen and places her hand through the opening, Xavier is confident of the decision. "Destiny and America have chosen us to be together," he tells her as he asks her to marry him. "I can't wait to start this journey," Jennifer replies. As the screen is lifted, she sneaks a peek underneath to get a look at him first. They are both very nervous as they face the crowd together as a betrothed couple. Yet there's already some familiarity between Jennifer and Xavier -- they whisper to each other so that the audience can't hear. And she even admits to Host Sean that Xavier's French accent is pretty sexy. But will she get sick of that accent in the next few weeks?

STEPHEN

There's two Denises in Stephen's corner. In the most decisive victory of all the suitors, America has chosen Denise D. by a margin of 3 to 1 over Denise L. It's a good thing that the audience's instincts are on the money, because it turns out that the loser, Denise L., is already married! Denise L. is asked about her current wedded status, and she explains that she was married in Las Vegas when she was 20. She doesn't consider it a commitment, even though the law says that she is not eligible to be wed to someone else. But it doesn't matter to us or to Stephen, because America has already voted her off! Stephen comes out and approaches the screen where Denise D. is waiting nervously. "It seems like I've been waiting for this moment for a really long time," he says. "I hope, in my heart of hearts, that you are the woman of my dreams." Denise D. accepts his offer of marriage, saying, "I am so excited to finally meet you. I'm ready to trust the moment and start this adventure." When the screen rises, Stephen sees for the first time his intended wife. He jokingly asks her if his family was nice to her, and they kiss briefly. Looking at his partner Denise D., Stephen tells Host Sean, "I am pleasantly surprised." While Stephen and Denise look like the perfect couple together, will their harmonious union last?

These ten people came to this show as single people, but tonight, they left as five pairs committed to marriage. Now, each couple will depart for an 8-hour drive en route to living together for 5 weeks in an estate on the coast of California. Every week, the least compatible couple is asked to leave the ranch. The winning couple who survives the engagement period will receive a luxury car and \$100,000. If they stay together, MARRIED BY AMERICA will buy them a house! That's some incredible engagement present!

Next week, we'll see the couples as they really get to know each other. Can they even make it through their first road trip together?



EPISODE 4 - aired 3/17/03

For the first time, the mystery fiancés are alone with each other. Now comes the proving ground for their relationships...



Jennifer & Xavier
Matt & Cortez

Jill & Kevin
Stephen & Denise
Billie Jeanne & Tony

JILL & KEVIN

Day 1 - At 6:25 am, the morning after their engagement, Kevin picks up Jill in an SUV. Along with the other couples, they are given an itinerary, map and directions to drive along California's Pacific Coast Highway towards the estate in Northern California. Jill admits to the camera that she thinks Kevin is pretty hot. While Jill drives, she and Kevin begin to bond and grow more affectionate toward each other. He is kissing her, and they've got their hands all over each other. They pull up at the Copper North Ranch and are met by Host Sean. After all the couples arrive, Sean gives them their instructions. They are to live together and will be watched by the cameras. "Now, the real journey begins," Sean says. Jill and Kevin are amazed at their luxury suite, complete with a living room, kitchen and an invitation on their pillow for an adventure the following day. They are so excited that they jump on the bed. As Kevin is walking toward the bathroom, Jill asks if she can check out his ass. He happily obliges. Kevin feels comfortable undressing in front of her, and does so as he gets into the shower. That night, the pair sleep in the same bed and smooch fondly. Although they are provided with the chance to go mountain biking the next morning, Jill and Kevin bail on the plans. Instead, they stay in the room to pillow fight, flirt and make out. Next, they are asked to plan their wedding, complete with guest list, maid of honor and best man. Host Sean then gathers all the couples together. He tells them that, after tonight, one couple chosen by a panel of experts will end their engagement. Sean introduces the relationship experts who have been watching the couples the whole time they have been at the ranch. Dr. Jenn Berman is a family psychologist. Miss P. is mother, grandmother and a legendary relationship advice-giver. Don Elium is a marriage analyst and professor. The panel of three questions each couple individually. They ask Kevin how, with his deep religious beliefs, has he been able to share a shower and a bed with Jill. He says that he has given her privacy and that he hasn't groped her lecherously. He explains that he is just an affectionate person. Kevin also admits that, although he has not yet reached the point of partaking in premarital sex, he is open to the possibility. The panel must get a good sense of the chemistry between the two because they choose to allow Jill and Kevin to continue with the contest.

STEPHEN & DENISE

Stephen picks up Denise for their road trip the morning after he proposed. He tells the camera that he was definitely pleased that she was beautiful. In the car, Denise has a ton of questions for him. Stephen admits to her that he had been nervous about the whole process. Although these two may not show the heat that Jill and Kevin did, they do become friendlier on the ride. When they arrive at Copper North Ranch and are settled into their room, they share a glass of wine. Stephen tells Denise that he is somewhat anxious about being engaged. He politely offers to sleep on the couch so that she can have the bed. The next day, Stephen and Denise go on a whale watching expedition and they start to become more affectionate. They briefly kiss (not a "kiss-kiss," according to Denise), and plan to wait for the right moment to spontaneously share their first real kiss. Later that night, they grow closer, and Denise is ready to let him sleep with her in the same bed. Yet she thinks he isn't quite ready for that step. She tries to cuddle with him and he stiffens. Denise becomes upset because she wants Stephen to kiss her and she feels rejected. Before they face the relationship experts, Denise is concerned that they could be eliminated from the ranch. The experts ask Stephen why he seems to cringe when Denise warms up to him. He answers that he doesn't exactly "cringe," but he is still awkward to jump in headfirst. Stephen had asked Denise if they could take things slower. She admits that, although she doesn't want to force him, she does need more affection. The panel senses that there could be hope for this couple, and decides not to send them off packing. Stephen and Denise are allowed to continue with their engagement.

BILLIE JEANNE & TONY

Billie Jeanne is excited and nervous when Tony picks her up for their long trip because she couldn't wait to see him again. She felt that they had a lot in common. As they drive north on the scenic PCH, Tony keeps his hand on her knee and the two definitely act like a loving couple. When they get to their room, the first thing they do is swallow shots of tequila to loosen up. Tony says that Billie Jeanne is already like a fifth grade girlfriend because they both feel so youthful and vibrant with each other. Later that night, Billie



Jeanne dresses for bed in a sexy negligee, and climbs into bed on top of Tony. She slips right into his arms, and the two make out. Things get hot and heavy, and at one point, Tony gets up to go to the bathroom. Billie Jeanne goes into the bathroom to join him -- away from the probing cameras. She admits that she is not used to these kinds of feelings happening so fast. It's as if she's known Tony forever. On Day Two, Billie Jeanne and Tony go to the Santa Cruz Beach boardwalk and ride on a roller coaster. Tony compares his relationship with Billie Jeanne to that experience, describing it as "a non-stop thrill ride." That night, over a romantic dinner, Billie Jeanne offers to move to California for Tony. She thinks fate has brought her there. The relationship experts later ask Billie Jeanne and Tony what could happen if their extreme passion hits a low point. Tony doesn't think it's wrong to be passionate with Billie Jeanne, and he says that he knows the difference between love and lust. Billie Jeanne knows that they have something important underneath all their affection. The panel can't deny that Billie Jeanne and Tony have the hots for each other, and they pass them over as the first couple to be broken up.

JENNIFER & XAVIER

Jennifer admits to being shocked at the sight of Xavier because he wasn't what she imagined. Although she thinks he is good looking, Jennifer still wonders if there will ever be attraction between them. Four hours into the car ride, they get lost. Jennifer complains of being tired and hungry. She becomes cranky. They finally arrive at Copper North Ranch and check into their room. Xavier tries to make a good impression by lighting a fire. He even offers to sleep somewhere other than the bed. Jennifer allows him to sleep in the same bed, but she is cautious. They keep their distance from each other. She is vocal about wondering what she signed up for. The two toss and turn all night. Xavier doesn't sleep at all. The next day, things lighten up when they have a great time roping cattle on horseback together. Jennifer, however, is still uncomfortable with Xavier because she feels he is more "touchy-feely" than she is. After dinner, they return to their room exhausted. Jennifer admits to being stringent and keeping a wall up. When they get into bed, Xavier reaches for her. "No cuddling tonight," Jennifer says. Xavier is not happy, and says that he is confused by the situation. He has no idea how Jennifer feels about him. The relationship experts confront Jennifer about her coldness toward him. She explains that she had already been asleep for hours when he put his arms around her in bed. She merely likes her sleep. The panel then asks Xavier what it feels after being the object of desire by so many other women. He tells them that Jennifer forces him to be a better man. Their confessions win them a reprieve from the experts. Jennifer and Xavier get another chance to prove their viability as a couple.

MATT & CORTEZ

Early on, Cortez admits that there is no chemistry between her and Matt. She wonders if it will ever happen. They are awkward toward each other throughout the drive, and when they pull over to watch a sunset, they don't know how to react towards one another. It gets even weirder when they arrive at the ranch and prepare for bed. Matt says that the whole night was uneasy for him. Cortez says it's like she's on a vacation with a stranger. He even feels like they have backslid to being total strangers. Even after a day of kayaking and a picnic, all the hours spent together have not brought them closer. Later that night, Matt thinks that Cortez has begun to loosen up, and he asks if she is beginning to trust him. She doesn't answer, but cries to the camera. "I'm not fake, and I don't think fate should be pushed on you." Cortez doesn't want to hurt him, but she is scared of forcing a relationship with him. When they are asked to plan their wedding, it becomes a reality check for Matt when he sees it on paper. The relationship experts notice this chilliness as well. Dr. Jenn is confused. "You are so clearly attracted to her," she asks Matt. "Why aren't you making a move?" Matt answers that, although he thinks Cortez is attracted to him, he believes that she only wants to be friends. Cortez says that they do have a lot in common, but she feels no passion in their relationship. The panel has a tough decision to make, but chooses to end the engagement between Matt and Cortez. Host Sean asks Cortez to give her ring back to Matt, and he hands it to Sean. They leave the room and pack their belongings. "She has a million positive qualities," Matt says. Yet he realized that he wasn't what she expected. Cortez admits that she thinks Matt talks too much, and that they probably would have drove each other crazy had they lived together any longer. They drive off separately. "It was an interesting adventure, to say the least," Matt says.

After Matt and Cortez leave the estate, Host Sean tells the four remaining couples, "Your time here is short, so please don't waste it." Which couple is second in line to be voted off? Find out on the next episode!

EPISODE 5 - aired 3/24/03

To sum up last week's episode, it was lust at first sight for Billie Jeanne and Tony, while Jennifer and Xavier moved at a much slower pace. Denise's advances toward Stephen went rejected. Jill and Kevin were swept



up in the rush of newfound romance, and Matt and Cortez were asked to leave the ranch. Who would be next to go?

Billie Jeanne & Tony

Jill & Kevin

Stephen & Denise

Jennifer & Xavier

BILLIE JEANNE & TONY

Day 3 - Two hours after the elimination, Billie Jeanne is frustrated with the panel for what they said about her and Tony because she would be crushed if they were ripped apart. The next morning -- Day 4 -- the remaining eight eat breakfast together. Host Sean informs them that each couple is moving into their own private villa. This will be their first home together. Everyone packs up their stuff for the move into the massive houses. Billie Jeanne jumps on the bed again like she did when she first arrived at Copper North Ranch. On their first night in the new place, Billie Jeanne and Tony cook dinner together, and she presses Tony about himself. She doesn't feel like he's opening up to her. Although she believes that she could fall in love so quickly, she is afraid of getting hurt. On Day 5, her best friends Paige and Duane come to visit at the villa. Billie Jeanne is surprised and elated to see them. Although they are checking up on her, she tells them, "You guys made a great choice!" Billie Jeanne says that she thinks she is falling in love with Tony. "How is that possible?" asks Paige. Tony confesses that he is not totally in love with Billie Jeanne because he doesn't know her fully. Paige becomes worried that her friend will be crushed. While she acknowledges that she would be devastated if Tony did not feel the same way, Billie Jeanne becomes annoyed with Paige and Duane for interfering. The pals leave the next day, and Billie Jeanne feels bad that Tony's friends weren't there as well. She would love to meet them.

All the couples get invitations to meet with Dr. Pepper Schwartz, a sex expert. Billie Jeanne is nervous about this, because she thinks they will be judged for having sex so early in the process. Dr. Schwartz wants information about the couples as sexual people. She also wants to know about their values. Billie Jeanne truly believes that her relationship with Tony is more than just sex. Later, Billie Jeanne dresses up like a French maid. Tony is surprised, but they immediately jump on each other. When it rains on Day 7, Billie Jeanne and Tony enjoy quality time hanging out and doing mundane things. They are to meet with the panel later, and she is reluctant to justify her relationship to a bunch of strangers. The couples enter the main house, and the panel takes their turns grilling each pair. They noticed that Paige had been skeptical of the relationship. Billie Jeanne explains that her friends know that she is willing to give away her heart very easily, and they were only looking out for her best interest. Tony is offended by the panel's criticizing their passion because they are more than that. He says that they enjoy being around each other. Billie Jeanne says she could not fake passion because it has to be from her heart. The panel of experts trusts these explanations and pass over Billie Jeanne and Tony as the couple to end their commitment.



JILL & KEVIN

Two hours after the elimination, Jill expresses surprise that no one else has been getting along like she has been with Kevin. On Day 5, Kevin's friends Robert and Johnny arrive from Orlando. Johnny thinks the pair match well, but Robert wonders what will happen after they get past the physical part. Although Kevin is sad to see his buddies leave, he and Jill get busy as soon as the guys walk out the door! While meeting with sex therapist Dr. Schwartz, Jill admits to being adventurous in bed and to enjoying a number of different things. Kevin says he is "not into anything weird." Yet they return to their villa and become amorous in the hot tub. She recalls that their frustration had been building, and she finally told Kevin, "Honey, it's go time." Kevin puts a towel over the camera's watchful eye so that they can have more privacy that night. The next day, the panel asks Kevin if he is searching for direction in his career, then will he be able to take on a relationship because of finances. Kevin downplays that aspect and says he can make room for love in his life. Jill admits to discussing with him her love of shopping, but she says that she is responsible and can pay her own bills. She also says she is committed to alter her spending and is willing to make sacrifices for a future with Kevin. The panel takes this to heart, and allows Jill and Kevin to move ahead in their engagement.

STEPHEN & DENISE

After the first elimination, Stephen claims he would have been upset if they were asked to leave because he really wants to get to know Denise better. She is frustrated that he isn't intimate. Stephen is sexually attracted to her, but he gets turned off that she's pressing so hard. When they move into their own house on Day 4, Stephen is happy that they can finally be alone and become more acquainted. They cuddle on the



couch and fall asleep in each other's arms. Denise asks him for a kiss, but Stephen is the one who likes to do the chasing. He thought that aggressiveness was a little too much on her part.

The next day, Denise's sister Dawn comes to visit. She thinks Stephen is a "hottie," and the two get along. Yet Dawn is looking to see if he is a good match for her sister. Dawn sees a lack of communication between the couple. She asks why they have not yet kissed passionately, and encourages them to make out. Denise becomes annoyed that Dawn is getting involved, and she tells her to drop it. Denise explains that they are taking it at their own pace. Later that night, Denise is once again unhappy with Stephen's lack of affection and weeps. She doesn't understand why he is not more forthcoming. "Rejected again," she cries. Perhaps the tears worked, because Stephen gives in, and they make out -- under the covers.

Dawn leaves on Day 5, and the couple is invited to meet with Dr. Schwartz. At first Denise is anxious, but when she learns that Dr. Schwartz is a sex expert, she is pleased. Stephen tells Dr. Schwartz that they are still getting to know each other and are only starting to scratch the surface. Yet when Dr. Schwartz asks about their favorite sexual positions, Denise says that she likes variety. Stephen loves her answer! He learns that they are closely compatible when it comes to sex, and the session sparks a conversation between them later on. They found that they both share a similar fantasy, so Denise tantalizes him by dressing up like a schoolgirl. This time, things get more hot and heavy between them. On Day 7, they are to appear before the panel once again. Denise and Stephen both want to continue with their relationship, and she hopes that they can take it to the next level. The panel noticed that Dawn felt like they were more open with her than with each other. Denise replies that they are indeed communicative, but that she was upset by Dawn's reaction because she didn't want Stephen to be uncomfortable. Stephen tells the panel that they have no idea what the pair is involved in. The panel senses the growing bond between them, despite Stephen's reluctance to rush intimacy. Stephen and Denise are permitted to continue their path to matrimony.

JENNIFER & XAVIER

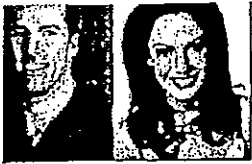
Although Xavier thinks the panel's feedback from the last episode was on the nose, Jennifer believes that they made some harsh judgements. They move into their new villa on Day 4, and inaugurate the place by sharing a glass of wine. Xavier feels like the different environment has made Jennifer open up and relax. He likes her more this way. The next day, Xavier's sister Virginie and his friend Mike come for a visit. Mike senses that Xavier and Jennifer are not intimate. He thought that they'd be more comfortable by now. He thinks that Jennifer is too cold. Virginie comes right out and confronts Jennifer about whether she is attracted to her brother. Jennifer hesitates when she answers, and admits that she feels no chemistry with him. Xavier finally sees that Jennifer is not willing to make this work. He knows that they've reached a limit. They meet with Dr. Schwartz on Day 6, and Xavier reveals that his sexual conquests have ranged from one-night stands to longer relationships. He doesn't think of sex as holy. Jennifer, on the other hand, has never had a one-night stand. Even in the realm of sex, they are opposites. When they appear before the panel, things aren't looking good for this couple. The experts tell Jennifer that they respect that she is staying true to herself, but that she is blocking out intimacy. Jennifer does not think she has mistreated Xavier. He says that he felt rejected by her, and that she was merely being polite. Expert Don Eilum calls Jennifer cold, brittle and distant. Then Host Sean reveals the panel's decision that they were the next to leave the ranch. But Jennifer gets some last words in. Although she was open to what they had to say, she thought their choice of words was not constructive. Jennifer returns the ring to Xavier, and they leave. She is hurt and angry at the way she was treated, and feels that those words were extreme. Xavier thinks their statements were on the money. "The truth hurts," he says. He wished she could have relaxed and been a bit more open. They say their goodbyes as they pack their belongings into their separate cars.

"The rest of you have been spared," Host Sean tells the remaining three couples. Next week comes every fiance's worst nightmare -- interrogation by the respective friends and families!

EPISODE 6 - aired 3/31/03

Last week, the couples moved into private villas on the estate and they received visits from friends and family. Then, the relationship between Jennifer and Xavier was ended. Who would be the next to go?

Jill & Kevin
Billie Jeanne & Tony
Stephen & Denise



JILL & KEVIN

On Day 8, Jill was not surprised about the elimination but she wondered if she would make it past the next meeting with the panel. "Anything could happen in a week," she says. She and Kevin receive an invitation to travel to Long Island, NY to spend time with her family. Yet Jill thinks Kevin is a bit apprehensive about this. Once in her hometown of Farmingville, Jill's father Tony becomes overprotective. He thinks that she needs more of courtship and is rushing into this too quickly. When Tony takes Kevin for a tour of house, Jill admits to her mother that Tony always reacts this way when she brings home boyfriends. That first night home, Tony won't let Jill sleep in the same bed with Kevin. "She's my little peanut," he says. On Day 10, Kevin is surprised when his own family arrives at Jill's house. He cries when he sees his mother, father and sister Maureen. It's obvious that Kevin's middle-America family is unlike Jill's Italian brood. Jill describes the union as "like George and Barbara Bush met the Sopranos." When the families sat down for a big Italian meal, Jill thought all her relatives who came over overwhelmed Kevin's family.

But it wasn't the overwhelming that was the problem. Maureen asks Jill about posing in Playboy because this concerned both her and her parents. Kevin's father pointedly asks Jill if she would ever do it again. Jill admits that she wouldn't know if she would refuse. She then tries to reason with Kevin, saying that she would accept compromise but doesn't want to change completely. Jill is afraid of being judged. Kevin then absentmindedly calls her "Sweetie," which pisses off Tony. He yells at Kevin for referring to his daughter by that name. Kevin accidentally says it a few more times, which sets Tony off even more. This upsets Maureen. She doesn't understand why they would treat her brother this way. She feels that Jill's family

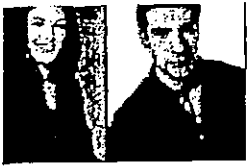


intimidates Kevin. Jill is convinced that Kevin's family will never accept her. The next day, Kevin nervously asks Tony for his daughter's hand. Yet Tony feels that Kevin's parents are nice and that he "comes from good stock." He is willing to give Kevin another chance because of Jill, and Tony offers his blessing to their marriage. Tony is sure that once Kevin gets to know him, they will get along. Jill's mother hopes that the two will work it out. The couple returns to Copper North Ranch to face the panel. Jill is afraid of getting voted off because she thinks she is falling in love with Kevin. In front of the experts, Jill recounts the story of how she admitted to Kevin's family about posing for Playboy. It was also the first time she learned that Kevin doesn't agree with what she did. Jill would do Playboy again because she feels the human body is beautiful thing. She thinks it's a badge of honor. Kevin does not want her to be seen by other people, and he doesn't understand why she would still consider it hurt him. Yet even after this disagreement, they are still willing to work it out and make each other their first priorities. The panel must agree, because Jill and Kevin are given another opportunity to reach the altar.

BILLIE JEANNE & TONY

Billie Jeanne and Tony travel to Los Angeles to spend time with Tony's family. Billie Jeanne was so excited that she couldn't sleep. She describes Tony's apartment as a clean fraternity house, but she knows that she can make improvements when she moves in. Tony is alarmed, saying that his roommates may have problems with that! The next day, Billie Jeanne is so nervous that she has trouble dressing. She wants to wear something more conservative to impress his family. Tony is nervous for different reasons. He's worried that she might say something embarrassing to his father and brother. When they meet at a restaurant, Billie Jeanne immediately hugs Tony's dad. Tony's father makes a heartfelt toast over dinner, and Billie Jeanne chimes in with her own toast -- "Cheers to beers and queers." Tony feels that she put a damper on the nice sentiments his father made. Dad is also alarmed at the way she speaks uncensored. Back at the apartment, Tony's best man Bender expresses concern that Billie Jeanne is too much of a party girl. He wonders if she could ever handle domestication. Billie Jeanne's friends Duane and Paige come over as well. Tony takes Duane aside and, because he's the closest thing Billie Jeanne has to a father, asks him for her hand. Duane gives Tony his blessing, and is pleased that he was asked. Later, Duane becomes visibly emotional because he feels he is losing a roommate and a friend. He says that everyone else but him is having fun, and he's hurt because Billie Jeanne is leaving. She has to pull him together, explaining that this is a step that she wants to take. Tony describes Billie Jeanne and Duane as having a "certain magical rapport with each other."

After everyone leaves the apartment, Tony tells Billie Jeanne that he thought her behavior was too crude and that her toast made him uncomfortable. He feels that she wants to please everyone by being loud and obnoxious, but that sometimes she goes too far. She always needs to be the life of the party, and can say things that would offend people. Tony admits to the camera that he's not sure if Billie Jeanne is wife material. In any case, he is eager to return to the ranch to "decompress from the excitement" of being surrounded by their loved ones in Los Angeles. When the panel confronts them, they ask Billie Jeanne about Duane's reaction. Would she ever choose Duane over Tony? Billie Jeanne explains that, although she loves Duane, he is somewhat self-centered. She doesn't want to cut off her friends, but she is crazy about Tony and has fallen for him. She is happy to know that Tony really likes her for who she is. However, Tony fears



that they have jumped too quickly because they have been in a make-believe environment. He wonders whether their relationship could survive the real world. The panel accepts his reservations as not critical, because they allow Billie Jeanne and Tony to make it through another round of scrutiny. They will go on with their engagement.

STEPHEN & DENISE

Stephen feels odd introducing Denise as his fiancé at home in Kingston, NY with his family. They stay with his sister Paula and her husband Eric. Yet once they are away from the ranch, Stephen and Denise are more relaxed and at ease with each other. When Paula asks about sleeping arrangements, Stephen tells her he is staying with Denise because they have already shared the same bed for the past week. On Day 10, the couple is taken one of the restaurants Stephen owns. Denise is shocked when her parents and siblings arrive. The two families get along well. Stephen's mother Cecilia already thinks that Denise would make a great wife for her son. Carol, Denise's mom, liked the way Stephen's family immediately welcomed them. Even Denise's sister Dawn noticed a recognizable difference in the couple's relationship from when she visited the ranch. This time, the two were more affectionate. Stephen takes Denise's father John into the kitchen and



awkwardly asks for her hand. John was happy that Stephen had the courtesy and decency to ask his permission, and he heartily gives him approval. Before the dinner is completed, they take a group photo with both families. So far, so good!

Stephen feels that leaving the ranch was a nice distraction. But once they return to Copper North, the same pressures come back to haunt him. He is feeling the weight of an impending marriage. Denise also thought it was tough to come back. She felt Stephen's affection grow when they were away, but now it is gone. They join the other two couples to visit with the panel, and they are asked about their chemistry. Stephen admits that it definitely wasn't love at first sight for him. Yet he thinks that they have grown closer since they have been together. Although he sees their relationship continuing, he can't predict the future and doesn't know where exactly they are headed. Denise is still disappointed that Stephen is not more aggressive. She's never had to deal with a man who pulled back from her like that. Although Denise knows that Stephen is attracted to her, expert Ms. P thinks the opposite is true. Stephen says he doesn't care what the panel thinks because they are satisfied with where their relationship is. The panel talks it over. While it was a really difficult decision for them, they choose to eliminate Stephen and Denise. After Denise gives back her ring and they return to the room to pack, she reveals her anger toward him. She had wanted to hear from him directly that he wasn't attracted to her instead of being blindsided in front of the panel. Denise felt stupid that she didn't know what was going on in his head. Stephen tells her that he truly didn't believe that she was "the one." Denise cries, and Stephen consoles her. "It's sad that it didn't work out," he says. "I was honest and true to myself, and that's all that matters," she states.

Host Sean tells the remaining two couples that "the road ahead is challenging." What's coming up may tear them apart or make them strong enough to last a lifetime. Next week, the couples go their separate ways to celebrate their respective bachelor and bachelorette parties in none other than Sin City -- Las Vegas!

EPISODE 7 – aired 4/7/03

Last week, the couples met their respective in-laws with varying degrees of congeniality. While Stephen and Denise's families got along swimmingly, they, unfortunately, were forced by the panel to end their marriage hopes. We're down to the final two couples...

Jill & Kevin
Billie Jeanne & Tony

JILL & KEVIN

Jill is growing concerned that Kevin does not put her first before his friends and family, but Kevin only wants them to accept Jill. He wonders whether he is doing this whole thing for the right reasons, and hopes that Jill is doing it for the same reasons. While the two couples eat brunch, Host Sean tells them that the final judgement will be made by the audience's vote. Yet they will have to go before the panel one last time. As Jill and Kevin are home having a serious discussion about being married, they hear a knock at their door. They are surprised to see Jill's sister Jennifer and Kevin's friend Robert. Jennifer is there to take Jill shopping for a wedding dress. They go to a room full of dresses, veils and tiaras, and Billie Jeanne is there as well. The girls are given free reign to pick out anything they like. When they return to the house, Jill and Kevin find individual invitations to celebrate their respective bachelorette and bachelor parties in Las Vegas. Jill is



sad to leave because she'll miss Kevin. On Day 14, Jill, Billie Jeanne and their friends are flown to Vegas on a private jet and whisked off to the Aladdin Hotel by limousine. Kevin, Tony and their buddies get the same treatment. Jill's cousins and friends show up at the hotel as a surprise, as do Billie Jeanne's friends from home. The girls are given a party in a two-story suite in the hotel. "There were no rules. Absolutely none. Just to have a good time," Jill says.

And a good time is had by all. The girls are dancing and partying up when male strippers arrive, who coerce the brides to touch them and lick whipped cream off their bodies. Then, Jill's friends bring in a female stripper. Billie Jeanne proceeds to lick whipped cream off the female stripper's stomach. Yet when Jill is encouraged to do the same, she passes. This annoys Billie Jeanne, who is under the impression that Jill is worried by what Kevin will think. Jill feels that it Billie Jeanne who is embarrassed by what she has done. She tells Billie Jeanne that she comes from a strict Catholic family and is not interested in licking anything off another woman. Billie Jeanne warns Jill to stay true to herself and not change for a guy. But Jill knows who she is, and she is OK with what she did and didn't do at the party. Across the hotel at the boys' bachelor party, a female stripper pulls Kevin onto the couch and begins to undress herself. Kevin, however, isn't comfortable with this. His friend steps in to interrupt the woman, knowing that Kevin is not happy.

The next morning over breakfast, Kevin's friends pound him with hard questions about Jill, asking whether their relationship is "real." Kevin knows that his buddies will support whatever decision he makes. They warn him to not hold anything back because he has to be rid of all his doubts before he plunges into marriage. Yet Kevin feels it all comes down to him and Jill. He wants to be sure that she's in it for the same reasons as he is. Jill also has a private breakfast with her sister, who voices her concern about Kevin's financial situation. Jill tells Jennifer that she wants to help Kevin seek direction and set his own goals. The couples return to the ranch, and Jill is nervous about meeting with the panel that night. Kevin is convinced that they can grow as a couple, regardless of what the relationship experts say.

As they are brought before the panel, Host Sean tells the couples that the original question was "Can you learn to love?" Have Jill and Kevin answered that question? Even though no one will be voted off in this round, it will be the most vital panel ever. The audience will base its decision not only what's been seen on the show, but also on what the panel says tonight. The experts ask Jill and Kevin about children. They both want kids, and have agreed to have at least two. They have even already discussed names! Ms. P asks Kevin about his job. Who will be the breadwinner in their house? He answers that they will survive no matter where the money comes from and that he has enough savings to last them for a while. Then they question Jill on her feelings about Kevin's career. She truly wants to help Kevin find his passion in life. According to his friends, he needs a strong, independent woman. Kevin agrees that she is what he needs. The panel asks him if Jill sometimes overwhelms him, but Kevin says that he is willing to take on anything and he looks forward to learning about Jill over his lifetime.

BILLIE JEANNE & TONY

Tony is happy that he and Billie Jeanne survived the last elimination, and thinks that they have the potential for a real relationship. Billie Jeanne is excited that they are getting nearer to their wedding. She would love to win the prize because it would help her and Tony get out of debt. The couple is surprised by the arrival of Tony's Best Man, Bender, and Billie Jeanne's Maid of Honor, Paige. Paige goes with Billie Jeanne to pick out a wedding dress, and as she tries the gowns on, Billie Jeanne says she feels like a princess. She can't wait for her wedding, telling Paige that she's absolutely ready for the happiest day of her life. When she finally chooses a dress, Billie Jeanne doesn't want to take it off. She sings, and screams that she wants to have the wedding right now. Then, as she hugs Paige, Billie Jeanne cries tears of joy because she felt like a dream had finally come true. Bender accompanies Tony to get fitted for a tuxedo. "I want to look like Ricky Martin," Tony tells the clerk. Tony's happy that Bender is there to help him, and even has his friend examine his suit with the probing question, "Does my ass look fat?"

Although he is excited about having a bachelor party in Las Vegas, Tony is scared about being faithful because he has cheated on a girlfriend before. As Billie Jeanne goes to leave for the trip without him, Tony calls out to her, "You forgot your big box of condoms!" Tony admits that he's sad because it's the first day they are not spending together, but he forgets all about that sadness once he's at his bachelor party in Vegas. He feels like it's a nice break from the pressure of the engagement, especially when Bender brings in two female stripper sisters to the party who undress Tony and spank him. Then he goes into the back room with one of the girls and they kiss. "Nothing wrong with kissing a stripper before you're married," Tony explains. "Kissing a stripper after you're married -- that's when the trouble begins." While Tony is off having fun with another woman, Billie Jeanne does the same -- with another woman. She is not embarrassed to



have licked whipped cream off a female stripper's naked torso. Although she knows Tony's family will someday watch this footage, Billie Jeanne feels that she is only being true to herself.

The next morning -- Day 15 -- Billie Jeanne's friend Jeanmarie brings her breakfast so that the two can talk privately. She asks whether Billie Jeanne is nervous about her decision to marry so soon. Billie Jeanne is sure that Tony won't disappoint her. She also thinks they can start a family together. On the other side of the hotel, Bender has the same conversation with Tony. Yet Bender asks about his exploits with the stripper. Tony confirms that they merely kissed, even though Bender thought something more had happened. "What I did in Vegas, I don't consider cheating at all," Tony explains. "After I walk down the aisle, I will not be kissing any strippers. Or anybody else."

When they return to the ranch, Billie Jeanne can see that Tony is exhausted from the night's events. They are both happy to see each other, and greet warmly. She proudly tells him that she licked whipped cream off of a girl, and Tony laughs. Yet when he admits to kissing a stripper, Billie Jeanne is hurt. On Day 16, they are forced to go before the panel one more time. Billie Jeanne doesn't care what they think because she knows that she will be with Tony no matter what. The relationship experts ask Billie Jeanne if she trusts Tony. She says that she completely trusts him, and even trusted him in Las Vegas because she was confident that he wouldn't throw away their relationship over one night. Billie Jeanne says that Tony told her all about what happened at the bachelor party, and that she was fine with it. The panel then confronts both of them about their love for each other. Billie Jeanne has always been vocal about being in love with Tony, yet he can't say the same. "It hasn't clicked on yet," he confesses. "It hurts me that I haven't been able to say it to her." This doesn't seem to cast any doubts in Billie Jeanne's mind because she still wants to marry him and will wait for him to fall in love with her.

You've seen these couples grow and change over the last five weeks. Now it's your turn to vote and decide who will win the Grand Prize! Previews of the next week's weddings show both couples get to the altar. But will anyone even say "I do?"

EPISODE 8- aired 4/14/03

The Finale! Will any of these couples live Happily Ever After?

Jill & Kevin
Billie Jeanne & Tony

Epilogue

JILL & KEVIN

Day 17 - Three days before the wedding. The two couples sit down to brunch when Host Sean arrives (with instructions, of course). It's time to begin the final wedding preparations, and Sean suggests that they do some soul searching to figure out what they really and truly want. Kevin has every intention of marrying Jill.



He only questions whether she has the same intentions. Jill does admit to some doubts, but she has no idea what Kevin will actually say once he's standing at the altar. Kevin's brother Sean calls. Although Sean is honored that Kevin asked him to be best man, he must decline because he does not believe in what Kevin is doing. Kevin is disappointed, and tells Jill about what his brother said. Jill is hurt for her fiancé, but she worries that Sean's decision had something to do with her. The couple goes for their marriage license with pain in their hearts because Kevin's brother doesn't accept their union. "It wasn't easy," Jill says. "I was not feeling right at all." When they get back to the house, there is an invitation for them to write wedding vows to each other. They separate to think about what to say.

Day 18 - Forty-two hours before the wedding. As they have dinner, Jill asks Kevin what he is going to do about his best man. She is angry that his own brother is not supporting him. Yet Jill is concerned that Kevin's family is the force driving the wedge between them. Kevin reminds her that her father had a problem with him too. Jill says that she had warned him about her father. Right now, she is unsure what Kevin will do when they get to the ceremony. She thinks that if he says no, it will be because of his family. Kevin receives an invitation to pack up. He will spend the remaining time before the wedding separated from Jill.

Day 19 - Twenty-four hours before the wedding. Jill's parents and sister arrive at the house. As she tries on her wedding dress, Jill's father becomes sentimental. Kevin turns to his friend Robert to fill in as his best



man, and Robert happily accepts. That night, each of them hosts a dinner for their respective families. After Jill's dad makes a toast to her happiness, she explains that, when she first showed Kevin her pictorial in Playboy, he liked it. Once Kevin was around his family, he demurred. Jill is worried, not that the family is against the marriage, but that they are not being supportive of Kevin. They all agree that Kevin is a bit too attached to his mother, and Jill wonders if he can ever be attached to a wife. Yet Jill's family tells her that they trust her to do what she thinks is best. Kevin's large family all voices their concern to him over the Playboy issue, and they confront him with the hard truths about marriage, love, commitment and forever. Both Kevin and Jill admit that they miss each other

WEDDING DAY – Four hours before the ceremony. Jill's mom tells her daughter that she is proud of her and will back up whatever she decides. Robert and Kevin dress in their tuxedos. Kevin is nervous and eager to see Jill. An hour before the ceremony, Host Sean visits with all the betrothed singles, and asks them if they are ready. "You have one final decision left," he tells each of them. Thirty minutes before the ceremony, Jill is scared and nervous. She wonders what is going through Kevin's mind. Kevin wishes he had more time. Yet they both make their way to the big event. As the wedding party enters, Jill's mom begins to tear up. Kevin beams when his bride comes down the aisle with her father. Jill makes her pledge to Kevin. "Everything in life happens for a reason," she says. "It was our fate and destiny to end up this way. I look forward to what the future holds for us." Now Kevin's mom begins to cry. Then Kevin says what's in his heart. "Our honesty, trust and communication have bonded us in a short period of time," he says. The minister then asks them to recite their vows, first turning to the bride. Yet Jill does not answer "I do." "It's a commitment that you make once in a lifetime," she says. "This isn't the way it should be right now." Then she adds, "I don't." The wedding guests are shocked. Kevin is speechless. "Outside of all this, it can work," he finally says. "I see a lot of what I want in you." Jill tells Kevin that she is scared to rush into something as sacred as this, and she knows that he is just as scared. Both mothers cry again, but the rest of the guests are happy. After the couple leaves the altar, the two sets of parents greet each other warmly. Jill's mother admits that she had hoped her daughter would go through with it. Kevin's mom says she really cried tears of happiness, because the outcome is what's best for both families. Kevin's dad is pleased by what Jill did. This makes him respect her just a little bit more. After they leave the ceremony, Kevin tells Robert that he didn't feel Jill was totally committed. He only wanted to further their relationship and he expresses hope that it can work in the future. Jill admits that she didn't know her decision when she got to the altar. She tells her sister Jennifer that she didn't feel Kevin's family wanted the marriage. She is also concerned about his uncertainty in life. "He needs to find himself before he can give it to another person," she says.



BILLIE JEANNE & TONY

Day 17 – Three days before the wedding. After brunch and Host Sean's speech, Billie Jeanne and Tony go to get their marriage license. As the clerk fills in the application, Tony's dread swells. "Every click of the type is one more nail in my coffin," he says. Billie Jeanne wonders what she will feel if Tony says no at the wedding. She doesn't seem to notice that Tony is torn about what to do. He only wants what is right for both of them. Then they are invited to write their wedding vows, but both already know what they want to say to each other. Later, Billie Jeanne is making up a grocery list for dinner and she asks Tony if he likes chicken cordon bleu. He doesn't care, and Billie Jeanne becomes annoyed that he doesn't have a clear answer. Tony believes that she can be too malleable, and only molds to his personality. Yet Billie Jeanne knows that their tiff wasn't about the chicken. It was really her frustration at him closing up around her. "Dumb jerk," she mutters under her breath as she stomps away. Although she is constantly seeking his input, Billie Jeanne thinks he takes everything like it's a joke. So she writes him a note to sum up how she feels.

Day 18 – Fifty-six hours before the wedding. "We're swirling around in the cyclone that is our wedding," Tony says. "I don't know where we're gonna land." After the minister comes to counsel them, Billie Jeanne feels like Tony is relieved to express his fears. She knows that he is questioning what their life would be like outside this bubble. Billie Jeanne is frustrated with Tony's doubt, but she believes that they will move on. She, on the other hand, is raring and ready to go. That night over dinner, Billie Jeanne asks him to trust her because she loves him. Tony admits that he is not in love with her, and it pains him that he can't return her feelings. She thinks Tony is merely getting cold feet. Another invitation is delivered, and Tony is taken away to another house where he will spend the rest of his time apart from his fiancé until their wedding day. Billie Jeanne is furious that he has to go. She cries to herself when he leaves.

Day 19 – Thirty-one hours before the wedding. Billie Jeanne is depressed because she misses Tony. She had thought about their conversation, and believes that, in time, he will grow to love her. Tony says that, although his feelings for her are still evolving, he feels like a part of him is missing now that they are apart.



That afternoon, Tony's dad and his friend Bender arrive. Bender is forced to tell Tony that he only wants to see him happy, but that he is scared for him. Tony admits to Bender that he hasn't yet said the word "love" to his fiancé. Duane and Paige come to see Billie Jeanne. She tells them that her stomach is in knots. She then has a heart-to-heart conversation with Paige, whom she trusts. Paige is apprehensive about both Tony and the wedding, and Billie Jeanne tells her that she believes Tony would have said something to her about not going through with it before the wedding. He wouldn't ruin her special day. That night, Tony has dinner with Bender, his dad and other friends. The group expresses their concerns, but Tony's father says it is up to his son. Bender thinks that Tony wants to be married and will say yes. The friends disagree. Tony says that he has made his decision, but maybe he'll change his mind once he's up there. Billie Jeanne's sister, nieces, Paige and Duane come over for dinner. Billie Jeanne is ecstatic. "I've got a family, I've got a man, and I've got the world!" she exclaims. Yet she confesses to Duane that she hopes nothing bad will happen.

WEDDING DAY – One hour before the ceremony. When Host Sean visits with Billie Jeanne, she tells him, "This is the happiest ending ever." With a half-hour before the ceremony, Billie Jeanne boards her horse-drawn carriage with Duane. "It's going to be my dream come true," she says. Tony seems like he is still on track. "I made a promise to myself and to Billie Jeanne that I would be with her through this process," he says. As the carriage pulls up to the ceremony, Billie Jeanne yelps in delight. Duane walks her down the aisle before the guests' happy faces. The pastor invites Billie Jeanne to read her vows. "I feel free to fly away with you," she says. "I promise you that I will give you my heart." At this point, Duane cries. Then Tony acknowledges his feelings towards her. "You are so amazing in so many ways. Continue with me on this journey." The pastor then recites the traditional wedding vows and asks Billie Jeanne to accept. She thinks hard, and finally says, "I do." Tony though says, "We have been honest, and you know that my feelings aren't at the level that yours are." Billie Jeanne's smile begins to fade. "You deserve to be up here with



somebody who loves you as much as you love them," he continues. "I have to say I'm sorry." Billie Jeanne is shell-shocked and she looks down at her feet. The guests are horrified, and some leave upset. Billie Jeanne can only say, "I have to go." She leaves Tony standing at the altar alone. "What a loser," Duane yells as he follows her out. "You asked for my blessing?" he asks Tony. Billie Jeanne's friends run after her, but Duane continues his rant. "You're not even a real (bleeping) man: You're nothing." Once inside Billie Jeanne's bedroom, Duane refuses to calm down. "He's gonna fry in hell for this," he says angrily. Billie Jeanne sobs in the bathroom, thinking that Tony came to the ranch for something else. Meanwhile, Tony's dad consoles his son. "I

think you did the honest thing," he says. "You had to be true to your emotions." Bender also tells Tony that what he did was right. "It doesn't feel like it," Tony says glumly. "I could have fell in love with her." Downstairs, Duane goes off to anyone within earshot. "He should have had the balls to say it beforehand!" Tony's friends and family hear this and comes to his defense. But the frenzied Duane throws his beer in disgust (getting himself drenched in the process).

Tony gets the chance to speak to Billie Jeanne in private. "I can't believe you did that in front of my friends, in front of my family," she says. "You really hurt me. You didn't even take a chance on me." He tries to explain: "I thought I could go through with it, but I couldn't lie to you," he says. Tony begins to cry himself. "I couldn't take the chance to hurt you six months from now," he says between tears. "I let you in, took the biggest chance of all," Billie Jeanne answers back. "I don't care about the money, I don't care about any of that," he says. "I just wanted to do what was right." They embrace. Yet Billie Jeanne tells him that she can't see him anymore. When he says that he didn't throw her away, she replies with, "Yes you did." Later, Billie Jeanne describes her heart as being numb. Tony is upset because he knows he hurt her. "I can't imagine feeling much worse," he says. "I should have just gone through with it to make everybody happy."

EPILOGUE

After watching the entire process, the audience voted for whom they thought was the most compatible couple to win the grand prize. They selected Jill and Kevin. Had Jill and Kevin said, "I do," they would have received a half million dollar-wedding gift. Because there was no union, the gift goes unclaimed. Yet all these couples had the courage to follow their own hearts, which is worth more than any dollar amount.

Wondered what happened to everyone once the cameras stopped rolling? After leaving the ranch, Matt and Cortez spoke only once. Matt thinks they are too different to ever keep in touch. Cortez, however, is taking a break from the dating scene. Xavier began seeing someone else whom he met when he left. He has not made contact with Jennifer and does not plan to. Jennifer does not want to speak to Xavier either. Stephen

and Denise flew back to New York together from the ranch. Stephen has no desire to see her romantically. Billie Jeanne and Tony still speak often, and they may date again. He hopes to visit her. Although she lives in New York, Billie Jeanne is considering moving to Los Angeles if things work out with Tony. Jill and Kevin are still engaged. He has plans to move to New York, but they will not move in together.

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

In the Matter of)	
)	
Complaints Against Various Licensees Regarding)	NAL/Acct. No. 200532080003
Their Broadcast Of The Fox Television Network)	File No. EB-03-IH-0162 ¹
Program "Married By America" On April 7, 2003)	

NOTICE OF APPARENT LIABILITY FOR FORFEITURE

Adopted: October 5, 2004

Released: October 12, 2004

By the Commission: Commissioner Martin issuing a statement at a later date.

I. INTRODUCTION

1. In this *Notice of Apparent Liability for Forfeiture* ("NAL"), issued pursuant to section 503(b) of the Communications Act of 1934, as amended (the "Act"), and section 1.80 of the Commission's rules,² we find that the licensees of 169 Fox Television Network stations ("Fox Network Stations")³ apparently broadcast indecent material during an episode of the Fox program "Married By America" on April 7, 2003; in apparent willful violation of the federal restrictions regarding the broadcast of indecent material. Based on our review of the facts and circumstances in this case, we conclude that the licensees are apparently liable for monetary forfeitures in the amount of \$7,000 for each of their respective stations that broadcast the material at issue, for a total proposed forfeiture of \$1,183,000.

II. BACKGROUND

2. "Married By America" was a "reality-based" television program in which several single adults agreed to be engaged to and potentially marry each other, even though they had never previously met. The April 7, 2003 episode of the program focused on the Las Vegas bachelor and bachelorette parties for the remaining two couples. These parties featured strippers and various sexual situations. Following that broadcast, the Commission received 159 complaints alleging that the "Married By America" episode contained indecent material.⁴ After reviewing the complaints and a videotape of the

¹ The Attachment hereto lists the FCC Registration Numbers ("FRNs"), Facility Identification Numbers, and NAL account numbers for the licensees and stations involved in this proceeding.

² 47 U.S.C. § 503(b); 47 C.F.R. § 1.80.

³ For purposes of this NAL, the "Fox Network Stations" include: (i) the television stations identified in the Attachment that are licensed to or ultimately controlled by Fox Entertainment Group, Inc. ("Fox Stations"); and (ii) the television stations identified in the Attachment that are Fox Television Network affiliates but not licensed to or ultimately controlled by Fox ("Fox Affiliates").

⁴ See, e.g., E-mail from Complainant to Michael Powell, Chairman, Federal Communications Commission, *et al.*, dated April 30, 2003.

subject episode, the Enforcement Bureau directed a letter of inquiry (“LOI”) to TVT License, Inc., licensee of Station WTVT(TV), Tampa, Florida, seeking further information about the episode.⁵ By letters dated August 11 and September 9, 2003, Fox responded to the LOI.⁶

3. In its responses, Fox states that all of the Fox Stations identified in the Attachment hereto broadcast “Married By America” prior to 10:00 p.m. on the date in question. Fox also states that none of the Fox Affiliates identified in the Attachment notified Fox that it declined to air the program.⁷ Fox maintains that the “Married By America” episode in question did not contain descriptions or depictions of sexual or excretory organs or activities and, even if it did, the material was not patently offensive.⁸

III. DISCUSSION

4. The Federal Communications Commission is authorized to license radio and television broadcast stations and is responsible for enforcing the Commission’s rules and applicable statutory provisions concerning the operation of those stations. The Commission’s role in overseeing program content is very limited. The First Amendment to the United States Constitution and section 326 of the Act prohibit the Commission from censoring program material and from interfering with broadcasters’ freedom of expression.⁹ The Commission does, however, have the authority to enforce statutory and regulatory provisions restricting indecency and obscenity. Specifically, it is a violation of federal law to broadcast obscene or indecent programming. Title 18 of the United States Code, section 1464, prohibits the utterance of “any obscene, indecent or profane language by means of radio communication.”¹⁰ In addition, consistent with a subsequent statute and court case,¹¹ section 73.3999 of the Commission’s rules provides that radio and television stations shall not broadcast indecent material during the period 6 a.m. through 10 p.m.¹²

5. As an initial matter, we find that the episode of “Married By America” that is the subject of this *NAL* was indeed broadcast on April 7, 2003, over each of the Fox Stations and Fox Affiliates identified in the Attachment.¹³ We further conclude that the stations listed in the Attachment apparently broadcast the program prior to 10 p.m., local time.

⁵ See Letter to TVT License, Inc., from Maureen F. Del Duca, Chief, Investigations and Hearings Division, Enforcement Bureau, dated July 10, 2003 (“LOI”).

⁶ As a subsidiary of Fox Entertainment Group, Inc., TVT License, Inc. responded to the LOI on behalf of all Fox owned and operated stations. See Letter to Melanie A. Godschall, Investigations and Hearings Division, Enforcement Bureau, from John C. Quale, Skadden, Arps, Slate, Meagher & Flom, LLP, dated August 11, 2003 (“LOI Response”); Letter to William D. Freedman, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, from John C. Quale, Skadden, Arps, Slate, Meagher & Flom, LLP, dated September 9, 2003 (“Supplemental LOI Response”).

⁷ Supplemental LOI Response at Exhibits A and B.

⁸ LOI Response at 8.

⁹ See 47 U.S.C. § 326.

¹⁰ 18 U.S.C. § 1464.

¹¹ Public Telecommunications Act of 1992, Pub. L. No. 102-356, 106 Stat. 949 (1992); *Action for Children’s Television v. FCC*, 58 F.3d 654 (D.C. Cir 1995), cert. denied, 516 U.S. 1043 (1996) (“Act III”).

¹² 47 C.F.R. § 73.3999.

¹³ See note 7, *supra*, and accompanying text. As noted above, the Attachment hereto identifies the Fox Stations and Fox Affiliates that apparently broadcast the April 7, 2003 episode of “Married By America.” We note that the list does not include all Fox affiliate stations; for example, the list omits Station WRAZ-TV, Raleigh-Durham, North

A. Indecency Analysis

6. Any consideration of government action against allegedly indecent programming must take into account the fact that such speech is protected under the First Amendment.¹⁴ The federal courts consistently have upheld Congress's authority to regulate the broadcast of indecent material, as well the Commission's interpretation and implementation of the governing statute.¹⁵ Nevertheless, the First Amendment is a critical constitutional limitation that demands that, in indecency determinations, we proceed cautiously and with appropriate restraint.¹⁶

7. The Commission defines indecent speech as language that, in context, depicts or describes sexual or excretory activities or organs in terms patently offensive as measured by contemporary community standards for the broadcast medium.¹⁷ Indecency findings involve at least two fundamental determinations. First, the material alleged to be indecent must fall within the subject matter scope of our indecency definition -- that is, the material must describe or depict sexual or excretory organs or activities. Second, the broadcast must be *patently offensive* as measured by contemporary community standards for the broadcast medium.¹⁸

8. Turning to the instant case, we begin our analysis with an examination of whether the material at issue depicts or describes sexual or excretory organs or activities. As noted above, the April 7, 2003, episode of "Married By America" focuses on bachelor and bachelorette parties in a Las Vegas hotel. Fox contends that these scenes do not depict or describe sexual or excretory organs or activity, arguing that its editing of the broadcast avoided any such depictions.¹⁹ We reject Fox's claim. Even with Fox's editing, the episode includes scenes in which party-goers lick whipped cream from strippers' bodies

Carolina, which is owned and operated by Capitol Broadcasting Company ("Capitol"). According to a Capitol press release, following the March 5, 2003 episode of "Married By America," Capitol "decided that the program did not reflect prevailing standards of good taste and that the show was clearly demeaning to the institution of marriage." See Capitol Broadcasting Press Release, *WRAZ-TV/FOX 50 To Preempt Future Broadcasts of Married by America* (March 9, 2003), available at http://www.cbc-raleigh.com/inside_cbc/2003%20news/030903fx.htm. Accordingly, Capitol refused to broadcast additional episodes of the program, including the episode at issue here. *Id.* See also Testimony of James Goodmon, President and CEO of Capitol Broadcasting Company, *Broadcast Localism Hearing, Charlotte, North Carolina, October 22, 2003*, at 144-145, at <http://www.fcc.gov/localism/hearing-charlotte102203.html>.

¹⁴ U.S. Const., amend. I; *Action for Children's Television v. FCC*, 852 F.2d 1332, 1344 (D.C. Cir. 1988) ("ACT I").

¹⁵ Title 18 of the United States Code, Section 1464 (18 U.S.C. § 1464), prohibits the utterance of "any obscene, indecent or profane language by means of radio communication." *FCC v. Pacifica Foundation*, 438 U.S. 726 (1978). See also *ACT I*, 852 F.2d at 1339; *Action for Children's Television v. FCC*, 932 F.2d 1504, 1508 (D.C. Cir. 1991), *cert. denied*, 503 U.S. 914 (1992) ("ACT II"); *ACT III*, 58 F.3d 654.

¹⁶ *ACT I*, 852 F.2d at 1344 ("Broadcast material that is indecent but not obscene is protected by the First Amendment; the FCC may regulate such material only with due respect for the high value our Constitution places on freedom and choice in what people may say and hear."); *id.*, 852 F.2d at 1340, n.14 ("the potential chilling effect of the FCC's general definition of indecency will be tempered by the Commission's restrained enforcement policy.").

¹⁷ *Infinity Broadcasting Corporation of Pennsylvania*, Memorandum Opinion and Order, 2 FCC Rcd 2705 (1987) (subsequent history omitted) (citing *Pacifica Foundation*, Memorandum Opinion and Order, 56 FCC 2d 94, 98 (1975), *aff'd sub nom. FCC v. Pacifica Foundation*, 438 U.S. 726 (1978)).

¹⁸ *Industry Guidance on the Commission's Case Law Interpreting 18 U.S.C. §1464 and Enforcement Policies Regarding Broadcast Indecency*, Policy Statement, 16 FCC Rcd 7999, 8002, ¶¶ 7-8 (2001) ("*Indecency Policy Statement*") (emphasis in original).

¹⁹ LOI Response at 8.

in a sexually suggestive manner. Another scene features a man on all fours in his underwear as two female strippers playfully spank him. Although the episode electronically obscures any nudity, the sexual nature of the scenes is inescapable, as the strippers attempt to lure party-goers into sexually compromising situations. Accordingly, we conclude that the broadcast satisfies the first prong of our indecency analysis and warrants further scrutiny to determine whether it was patently offensive as measured by contemporary community standards for the broadcast medium.²⁰

9. In our assessment of whether broadcast material is patently offensive, “the *full context* in which the material appeared is critically important.”²¹ Three principal factors are significant to this contextual analysis: (1) the explicitness or graphic nature of the description; (2) whether the material dwells on or repeats at length descriptions of sexual or excretory organs or activities; and (3) whether the material appears to pander or is used to titillate or shock.²² In examining these three factors, we must weigh and balance them to determine whether the broadcast material is patently offensive because “[e]ach indecency case presents its own particular mix of these, and possibly, other factors.”²³ In particular cases, the weight of one or two of the factors may outweigh the others, either rendering the broadcast material patently offensive and consequently indecent,²⁴ or, alternatively, removing the broadcast material from the realm of indecency.²⁵

10. We find that the material described above is sufficiently graphic and explicit to be indecent, particularly in light of our analysis of the last two factors. Contrary to Fox’s assertion,²⁶ merely obscuring (or “pixilating”) sexual organs does not necessarily remove a broadcast from our indecency analysis. As noted above, we must assess each broadcast on its “*full context*.” In this case, Fox obscures the depiction of sexual organs in the episode, but the pixilation does little to obscure the overtly sexual and gratuitous nature of the bachelor/bachelorette party scenes. These scenes show, for example, partially clothed strippers, such as a topless woman with her breasts pixilated, straddling a man in a sexually suggestive manner; two partially clothed female strippers kissing each other above a male; two partially clothed strippers rubbing a man’s stomach; a male stripper about to put a woman’s hand down the front of his pants; and a man in his underwear on all fours being spanked by two topless strippers. The scenes also show one of the bachelorettes straddling and touching a topless female stripper and then licking whipped cream off the stripper’s stomach and bare chest while the stripper holds her own breasts. Although the nudity was pixilated, even a child would have known that the strippers were topless and that sexual activity was being shown. See *Pacifica*, 438 U.S. at 749.

²⁰ The “contemporary standards for the broadcast medium” criterion is that of an average broadcast listener and with respect to Commission decisions, does not encompass any particular geographic area. See *id.*, 16 FCC Rcd at 8002, ¶ 8 and n. 15.

²¹ *Id.*, 16 FCC Rcd at 8002, ¶ 9 (emphasis in original).

²² *Id.*, 16 FCC Rcd at 8002-15, ¶¶ 8-23.

²³ *Id.*, 16 FCC Rcd at 8003, ¶ 10.

²⁴ *Id.*, 16 FCC Rcd at 8009, ¶ 19 (citing *Tempe Radio, Inc (KUPD-FM)*, Notice of Apparent Liability, 12 FCC Rcd 21828 (Mass Media Bur. 1997) (forfeiture paid) (extremely graphic or explicit nature of references to sex with children outweighed the fleeting nature of the references); *EZ New Orleans, Inc. (WEZB(FM))*, Notice of Apparent Liability, 12 FCC Rcd 4147 (Mass Media Bur. 1997) (forfeiture paid) (same)).

²⁵ *Id.*, 16 FCC Rcd at 8010, ¶ 20 (“the manner and purpose of a presentation may well preclude an indecency determination even though other factors, such as explicitness, might weigh in favor of an indecency finding”).

²⁶ LOI Response at 8.

11. We also reject Fox's claim that the sexual material is fleeting.²⁷ Indeed, the opposite is true. The entire segment, lasting about six minutes, focuses on the bachelor/bachelorette parties, and strippers are featured prominently throughout the accompanying scenes attempting to lure participants into sexual activities. Under any reasonable interpretation, the material plainly dwells on matters of a sexual nature.

12. Finally, we find that the material is intended to pander to and titillate the audience. Fox contends that "all of the scenes are an integral part of the storyline and the various participants' character development" and, therefore, the episode did not pander, the material was not used to titillate, and the program was not presented for "shock value."²⁸ We disagree. The episode depicts the prolonged appearance of strippers attempting to sexually arouse the party-goers and certainly goes well beyond that necessary for the "character development" of the various participants. The material is gratuitous, vulgar, and clearly intended to pander to and titillate.

13. Considering all three factors in our contextual analysis, we find that the broadcast material in question is patently offensive as measured by contemporary community standards for the broadcast medium, and is therefore indecent. Because there was a reasonable risk that children may have been in the audience on April 7, 2003, when the material in the "Married By America" episode was broadcast, the broadcast is legally actionable. By broadcasting this material over each of the stations identified in the Attachment, each of the Fox Network Stations apparently willfully violated the prohibitions in the Act and the Commission's rules against broadcast indecency.

B. Proposed Forfeiture

14. Section 503(b) of the Act, 47 U.S.C. § 503(b), and section 1.80(a) of the Commission's rules, 47 C.F.R. § 1.80, both state that any person who willfully or repeatedly fails to comply with the provisions of the Act or the rules shall be liable for a forfeiture penalty. For purposes of section 503(b) of the Act, the term "willful" means that the violator knew it was taking the action in question, irrespective of any intent to violate the Commission's rules.²⁹ Based on the material before us, it appears that the Fox Network Stations willfully violated 18 U.S.C. § 1464 and section 73.3999 of the Commission's rules, by airing indecent programming during the "Married By America" program on April 7, 2003.

15. The Commission's *Forfeiture Policy Statement* sets a base forfeiture amount of \$7,000 for the transmission of indecent or obscene materials.³⁰ The *Forfeiture Policy Statement* also specifies that the Commission shall adjust a forfeiture based upon consideration of the factors enumerated in Section 503(b)(2)(D) of the Act, 47 U.S.C. § 503(b)(2)(D), such as "the nature, circumstances, extent and gravity of the violation, and, with respect to the violator, the degree of culpability, any history of prior offenses, ability to pay, and such other matters as justice may require."³¹

²⁷ *Id.*

²⁸ *Id.*

²⁹ See *Southern California Broadcasting Co.*, 6 FCC Rcd at 4387-4388.

³⁰ *The Commission's Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Memorandum Opinion and Order, 12 FCC Rcd 17087, 17113 (1997), *recon. denied* 15 FCC Rcd 303 (1999) ("*Forfeiture Policy Statement*"); 47 C.F.R. § 1.80(b).

³¹ *Forfeiture Policy Statement*, 12 FCC Rcd at 17110.

16. We propose a \$7,000 forfeiture against each Fox Station and Fox Affiliate station. With respect to the Fox Affiliates, we note that the situation differs from our recent *Super Bowl NAL*.³² In that case, we concluded that the affiliates "could not have reasonably anticipated that the CBS Network production of a prestigious national event such as the Super Bowl would contain material that included the on-camera exposure of Ms. Jackson's breast."³³ This program, in contrast, was a taped episode in a taped series, and the affiliates could have preempted it, as at least one affiliate did.³⁴

IV. ORDERING CLAUSES

17. ACCORDINGLY, IT IS ORDERED, that the complaints filed against various licensees regarding their broadcast of the Fox Television Network program "Married By America" on April 7, 2003, ARE GRANTED to the extent indicated herein.

18. IT IS FURTHER ORDERED, pursuant to section 503(b) of the Communications Act of 1934, as amended, and section 1.80 of the Commission's rules,³⁵ that each of the licensees identified in the Attachment hereto is hereby NOTIFIED of its APPARENT LIABILITY FOR FORFEITURE in the respective amount specified in the Attachment for willfully violating 18 U.S.C. § 1464 and section 73.3999 of the Commission's rules.

19. IT IS FURTHER ORDERED, pursuant to section 1.80 of the Commission's rules, that within thirty (30) days of the release of this *NAL*, each of the licensees identified in the Attachment SHALL PAY the full amount of its respective proposed forfeiture or SHALL FILE a written statement seeking reduction or cancellation of the proposed forfeiture.

20. Payment of the forfeiture must be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the *NAL*/Acct. No. and the FRN No. referenced in the Attachment. 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, IL 60661. Payment by wire transfer may be made to ABA Number 071000013, receiving bank Bank One, and account number 1165259.

21. The response, if any, SHALL BE MAILED to William H. Davenport, Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Room 4-C330, Washington DC 20554, and SHALL INCLUDE the *NAL*/Acct. No. referenced in the Attachment.

22. The Commission will not consider reducing or canceling a forfeiture in response to a claim of inability to pay unless the respondent submits: (1) federal tax returns for the most recent three-year period; (2) financial statements prepared according to generally accepted accounting practices ("GAAP");

³² See *Complaints Against Various Television Licensees Concerning Their February 1, 2004, Broadcast of the Super Bowl XXXVIII Halftime Show*, Notice of Apparent Liability for Forfeiture, FCC 04-209 (rel. September 22, 2004) ("*Super Bowl NAL*") (declining to propose forfeitures against the CBS affiliated stations not owned by Viacom, Inc., the parent company of CBS Broadcasting, Inc., which originated the broadcast).

³³ *Id.* at ¶ 25. We also "urge[d] each such licensee to take reasonable precautions in the future, such as employing such delay technology to independently prescreen the network feed to prevent the broadcast of indecent programming over its licensed station." *Id.*

³⁴ See note 13, *supra*.

³⁵ 47 C.F.R. § 1.80.

or (3) some other reliable and objective documentation that accurately reflects the respondent's current financial status. Any claim of inability to pay must specifically identify the basis for the claim by reference to the financial documentation submitted.

23. Requests for payment of the full amount of the forfeiture proposed in this *NAL* under an installment plan SHALL BE SENT to: Chief, Revenue and Receivables Operations Group, 445 12th Street, S.W., Washington, D.C. 20554.³⁶

24. IT IS FURTHER ORDERED that a copy of this *NAL* shall be sent, by Certified Mail/Return Receipt Requested, to each of the licensees identified in the Attachment hereto.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary

³⁶ See 47 C.F.R. § 1.1914.

ATTACHMENT

Licensee Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Time of Broadcast (Local Time)	Proposed Forfeiture Amount	Fox Station or Fox Affiliate
Fox Television Stations, Inc., 5151 Wisconsin Ave., N.W., Washington D.C. 20016	5795067	200432080305	WJBK, Detroit, MI	73123	9-10 p.m.	\$7,000	Fox Station
Fox Television Stations, Inc., 5151 Wisconsin Ave., N.W., Washington D.C. 20016	5795067	200432080305	KMSP-TV, Minneapolis, MN	68883	8-9 p.m.	\$7,000	Fox Station
Fox Television Stations, Inc., 5151 Wisconsin Ave., N.W., Washington D.C. 20016	5795067	200432080305	WOGX, Ocala, FL	70651	9-10 p.m.	\$7,000	Fox Station
Fox Television Stations, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	5795067	200432080305	KRIV, Houston, TX	22204	8-9 p.m.	\$7,000	Fox Station
Fox Television Stations, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	5795067	200432080305	WOFL, Orlando, FL	41225	9-10 p.m.	\$7,000	Fox Station
Fox Television Stations, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	5795067	200432080305	KSTU, Salt Lake City, UT	22215	8-9 p.m.	\$7,000	Fox Station

Licensee Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Time of Broadcast (Local Time)	Proposed Forfeiture Amount	Fox Station or Fox Affiliate
Fox Television Stations, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	5795067	200432080305	WTTG, Washington, DC	22207	9-10 p.m.	\$7,000	Fox Station
Fox Television Stations, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	5795067	200432080305	WFXT, Boston, MA	6463	9-10 p.m.	\$7,000	Fox Station
Fox Television Stations, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	5795067	200432080305	KDVR, Denver, CO	126	8-9 p.m.	\$7,000	Fox Station
Fox Television Stations, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	5795067	200432080305	KTTV, Los Angeles, CA	22208	9-10 p.m.	\$7,000	Fox Station
Fox Television Stations, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	5795067	200432080305	WFLD, Chicago, IL	22211	8-9 p.m.	\$7,000	Fox Station
Fox Television Stations, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	5795067	200432080305	WAGA, Atlanta, GA	70689	9-10 p.m.	\$7,000	Fox Station
Fox Television Stations, Inc., 5151 Wisconsin Ave., Washington, D.C. 20016	5795067	200432080305	WNYW, New York, NY	22206	9-10 p.m.	\$7,000	Fox Station
Fox Television Stations, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	5795067	200432080305	WHBQ-TV, Memphis, TN	12521	8-9 p.m.	\$7,000	Fox Station

Licensee Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Time of Broadcast (Local Time)	Proposed Forfeiture Amount	Fox Station or Fox Affiliate
Fox TV Stations of Philadelphia, 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	1531128	200432080305	WTFX-TV, Philadelphia, PA	51568	9-10 p.m.	\$7,000	Fox Station
KDFW License, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	3476041	200432080305	KDFW, Dallas, TX	33770	8-9 p.m.	\$7,000	Fox Station
KSAS License, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	3476462	200432080305	KSAZ-TV, Phoenix, AZ	35587	8-9 p.m.	\$7,000	Fox Station
KTBC License, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	3476025	200432080305	KTBC, Austin, TX	35649	8-9 p.m.	\$7,000	Fox Station
KTVI License, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	2147874	200432080305	KTVI, St. Louis, MO	35693	8-9 p.m.	\$7,000	Fox Station
TVT License, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	1811074	200432080305	WTVT, Tampa, FL	68569	9-10 p.m.	\$7,000	Fox Station
WBRC License, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C.	3476405	200432080305	WBRC, Birmingham, AL	71221	8-9 p.m.	\$7,000	Fox Station
WDAF License, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	3476421	200432080305	WDAF-TV, Kansas City, MO	11291	8-9 p.m.	\$7,000	Fox Station

Licensee Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Time of Broadcast (Local Time)	Proposed Forfeiture Amount	Fox Station or Fox Affiliate
WGHP License, Inc., C/O Molly Pauker, 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	3476488	200432080305	WGHP, High Point, NC	72106	9-10 p.m.	\$7,000	Fox Station
WITI License, Inc., 9001 North Green Bay Road, Box 17600, Milwaukee, WI 53209	2703130	200432080305	WITI, Milwaukee, WI	73107	8-9 p.m.	\$7,000	Fox Station
WJW License, Inc., 5151 Wisconsin Ave., N.W., Washington, D.C. 20016	3710555	200432080305	WJW, Cleveland, OH	73150	9-10 p.m.	\$7,000	Fox Station
California Oregon Broadcasting, Inc., P.O. Box 1489, Medford, OR 97501	1547462	20043208309	KLSR-TV, Eugene, OR	8322	9-10 p.m.	\$7,000	Fox Affiliate
Channel 40, Inc., 4655 Fruitridge Road, Sacramento, CA 95820	1724004	200432080310	KTXL, Sacramento, CA	10205	9-10 p.m.	\$7,000	Fox Affiliate
Chesapeake Television License, LLC, Shaw Pittman (Kathryn R. Schmeltzer), 2300 N Street, N.W., Washington, D.C. 20037	4970679	200432080311	WBFF, Baltimore, MD	10758	9-10 p.m.	\$7,000	Fox Affiliate
Columbus (WTTE-TV) License, Inc., 2000 West 41st Street, Baltimore, MD 21211	9053299	200432080312	WTTE, Columbus, OH	74137	9-10 p.m.	\$7,000	Fox Affiliate

Licensee Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Time of Broadcast (Local Time)	Proposed Forfeiture Amount	Fox Station or Fox Affiliate
Comcorp of Baton Rouge License Corp., P.O. Box 53708, Lafayette, LA 70505	1712165	200432080313	WGMB, Baton Rouge, LA	12520	8-9 p.m.	\$7,000	Fox Affiliate
Comcorp of Texas License Corp., 700 St. Johns Street, Suite 300, Lafayette, LA 70501	4328308	200432080314	KPEJ, Odessa, TX	12524	8-9 p.m.	\$7,000	Fox Affiliate
Comcorp of Texas License Corp., 700 St. Johns Street, Suite 300, Lafayette, LA 70501	4328308	200432080314	KMSS-TV, Shreveport, LA	12525	8-9 p.m.	\$7,000	Fox Affiliate
Comcorp of Texas License Corp., P.O. Box 53708, Lafayette, LA 70505	1712140	200432080314	KWKT, Waco, TX	12522	8-9 p.m.	\$7,000	Fox Affiliate
Compass Communications of Idaho, Inc., 137 Magnolia Bend Dr. Livingston, TX 77351	3768397	200432080315	KFXP, Pocatello, ID	78910	8-9 p.m.	\$7,000	Fox Affiliate
Davis Television Clarksburg, LLC, 2121 Avenue of the Stars, Suite 2800, Los Angeles, California 90067	3759784	200432080316	WVFX, Clarksburg, WV	10976	9-10 p.m.	\$7,000	Fox Affiliate
Davis Television Wausau, LLC, 2121 Avenue of the Stars, Suite, 2800, Los Angeles, CA 90067	3797552	200432080317	WFXS, Wittenberg, WI	86204	8-9 p.m.	\$7,000	Fox Affiliate
Dubuque TV Limited Partnership, 744 Main Street, Dubuque, IA 52001	4294146	200432080318	KFXB, Dubuque, IA	17625	8-9 p.m.	\$7,000	Fox Affiliate

Licensee Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Time of Broadcast (Local Time)	Proposed Forfeiture Amount	Fox Station or Fox Affiliate
Falls Broadcasting Company, 1500 Foremaster Lane, Las Vegas, NV 89101	3708542	200432080319	KXTF, Twin Falls, ID	1255	8-9 p.m.	\$7,000	Fox Affiliate
Fort Smith 46, Inc., #1 Shackleford Drive, Suite 400, Little Rock, AR 72211	5006143	200432080320	KPBI-CA, Fort Smith, AR	52429	8-9 p.m.	\$7,000	Fox Affiliate
GE Media, Inc., 3364 Huger Street, Myrtle Beach, SC 29577	1880913	200432080321	WFXB, Myrtle Beach, SC	9054	9-10 p.m.	\$7,000	Fox Affiliate
Grant Broadcasting Systems II, Inc., 915 Middle River Drive, Suite 409, Ft. Lauderdale, FL 33304	1735539	200432080322	WFXR-TV, Roanoke, VA	24813	9-10 p.m.	\$7,000	Fox Affiliate
Grant Media LLC, 915 Middle River Drive, Suite 409, Fort Lauderdale, FL 33304	1734276	200432080323	WLAX, La Crosse, WI	2710	8-9 p.m.	\$7,000	Fox Affiliate
Greater Nebraska Television, Inc., P.O. Box 83, North Platte, NE 69101	2388304	200432080324	K11TW, North Platte, NE	49285	8-9 p.m.	\$7,000	Fox Affiliate
Hill Broadcasting Company, Inc., 1300 N. 17th St. 11th Fl., Rosslyn, VA 22209	1752559	200432080325	KTVG, Grand Island, NE	27220	8-9 p.m.	\$7,000	Fox Affiliate
Huntsville Television Acquisition Corp., 915 Middle River Dr. #409, Fort Lauderdale, FL 33304	1737006	200432080326	WZDX, Huntsville, AL	28119	8-9 p.m.	\$7,000	Fox Affiliate

Licensee Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Time of Broadcast (Local Time)	Proposed Forfeiture Amount	Fox Station or Fox Affiliate
Idaho Independent Television, Inc., P.O. Box 1212, Nampa, ID 83653	9133364	200432080327	KTRV, Nampa, ID	28230	8-9 p.m.	\$7,000	Fox Affiliate
Independence Television Company, 642 W. Muhammad Ali Blvd., Louisville, KY 40203	3189248	200432080328	WDRB, Louisville, KY	28476	9-10 p.m.	\$7,000	Fox Affiliate
Independent Communications, Inc., P.O. Box 5103, Sioux Falls, SD 57117	2431096	200432080329	KTTW, Sioux Falls, SD	28521	8-9 p.m.	\$7,000	Fox Affiliate
John Harvey Rees, 800 Gold Creek Road, Ohio City, CO 81237	7783285	200432080330	KFQX, Grand Junction, CO	31597	8-9 p.m.	\$7,000	Fox Affiliate
Journal Broadcast Corporation, 3355 S. Valley View Blvd., Las Vegas, NV 89102	2710192	200432080331	WSYM-TV, Lansing, MI	74094	9-10 p.m.	\$7,000	Fox Affiliate
JW Broadcasting LLC, 11309 North Meadow Sage Drive, Tucson, AZ 85737	8989741	200432080332	K02NQ, Columbia, MO	55254	8-9 p.m.	\$7,000	Fox Affiliate
KABB Licensee, LLC, Shaw Pittman (Kathryn R. Schmeltzer), 2300 N Street, N.W., Washington, D.C. 20037	4970455	200432080333	KABB, San Antonio, TX	56528	8-9 p.m.	\$7,000	Fox Affiliate
KADN-15, Inc., 3501 Northwest Evangeline Thruway, Carencro, LA 70520	5005913	200432080334	KADN, Lafayette, LA	33261	8-9 p.m.	\$7,000	Fox Affiliate

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KBSI Licensee L.P., C/O Shaw Pittman LLP. ATTN: K Schmeltzer, 2300 N Street, N.W., Washington, D.C. 20037	4970471	200432080335	KBSI, Cape Girardeau, MO	19593	8-9 p.m.	\$7,000	Fox Affiliate
KDSM Licensee, LLC, Shaw Pittman (Kathryn R. Schmeltzer), 2300 N Street, N.W., Washington, D.C. 20037	5019195	200432080336	KDSM-TV, Des Moines, IA	56527	8-9 p.m.	\$7,000	Fox Affiliate
KEVN, Inc., Debtor-in-Possession, 2000 Skyline Drive, Rapid City, SD 57701	1649615	200432080337	KEVN-TV, Rapid City, SD	34347	8-9 p.m.	\$7,000	Fox Affiliate
KMPH(TV) License, LLC, 500 S. Chinowth Road, Visalia, CA 93277	10537330	200432080338	KBFX-LP, Bakersfield, CA	51501	9-10 p.m.	\$7,000	Fox Affiliate
KMPH(TV) License, LLC, 500 S. Chinowth Road, Visalia, CA 93277	10537330	200432080339	KMPH, Visalia, CA	51488	9-10 p.m.	\$7,000	Fox Affiliate
KMSB-TV, Inc., 1855 N. 6th Avenue, Tucson, AZ 85705	4335758	200432080340	KMSB-TV, Tucson, AZ	44052	8-9 p.m.	\$7,000	Fox Affiliate
KOKH Licensee, LLC, Shaw Pittman LLP (Kathryn R. Schmeltzer), 2300 N Street, N.W., Washington, D.C. 20037	6587109	200432080341	KOKH-TV, Oklahoma City, OK	35388	8-9 p.m.	\$7,000	Fox Affiliate

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KPTM (TV) License, LLC, 500 South Chinowth Road, Visalia, CA 93277	10662443	200432080342	KPTM, Omaha, NE	51491	8-9 p.m.	\$7,000	Fox Affiliate
KQDS Acquisition Corp., P.O. Box 9115, Fargo, ND 58106	3914025	200432080343	KQDS-TV, Duluth, MN	35525	8-9 p.m.	\$7,000	Fox Affiliate
KTVU Partnership, 4920 Brookside Court, Reno, NV 89502	1543974	200432080344	KRXI-TV, Reno, NV	48360	9-10 p.m.	\$7,000	Fox Affiliate
KTVU Partnership, 6004 North Mesa Street, El Paso, Texas 79912	1543974	200432080345	KFOX-TV, El Paso, TX	33716	8-9 p.m.	\$7,000	Fox Affiliate
KTVU Partnership, Two Jack London Square, Oakland, CA 94607	1543974	200432080346	KTVU, Oakland, CA	35703	9-10 p.m.	\$7,000	Fox Affiliate
KVOA Communications, Inc., 409 South Staples Street, Corpus Christi, TX 78401	6132765	200432080347	K47DF, Corpus Christi, TX	51375	8-9 p.m.	\$7,000	Fox Affiliate
KVVU Broadcasting Corporation, 1716 Locust Street, Des Moines, IA 50309	1594233	200432080348	KVVU-TV, Henderson, NV	35870	9-10 p.m.	\$7,000	Fox Affiliate
Lingard Broadcasting Corporation, P.O. Box 1732, Tupelo, MS 38802	4348322	200432080349	WLOV-TV, West Point, MS	37732	8-9 p.m.	\$7,000	Fox Affiliate

Licensor Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Time of Broadcast (Local Time)	Proposed Forfeiture Amount	Fox Station or Fox Affiliate
Marguette Broadcasting, Inc., #1 Shackleford Drive, Suite 400, Little Rock, AR 72211	5006010	200432080350	WMQF, Marquette, MI	81448	9-10 p.m.	\$7,000	Fox Affiliate
Meredith Corporation, 1716 Locust Street, Des Moines, IA 50309	11070992	200432080351	KFXO-LP, Bend, OR	35464	9-10 p.m.	\$7,000	Fox Affiliate
Meredith Corporation, 1716 Locust Street, Des Moines, IA 50309	5878004	200432080351	WHNS, Greenville, SC	72300	9-10 p.m.	\$7,000	Fox Affiliate
Meredith Corporation, 1716 Locust Street, Des Moines, IA 50309	7446578	200432080351	KPTV, Portland, OR	50633	9-10 p.m.	\$7,000	Fox Affiliate
Mission Broadcasting, Inc., 544 Red Rock Drive, Wadsworth, OH 44281	4284899	200432080352	KCIT, Amarillo, TX	33722	8-9 p.m.	\$7,000	Fox Affiliate
Mission Broadcasting, Inc., 544 Red Rock Drive, Wadsworth, OH 44281	5575113	200432080352	KHMT, Hardin, MT	47670	8-9 p.m.	\$7,000	Fox Affiliate
Mission Broadcasting, Inc., 544 Red Rock Drive, Wadsworth, OH 44281	5575113	200432080352	WFXP, Erie, PA	19707	9-10 p.m.	\$7,000	Fox Affiliate
Mission Broadcasting, Inc., 544 Red Rock Drive, Wadsworth, OH 44281	4284899	200432080352	WBAK-TV, Terre Haute, IN	65247	9-10 p.m.	\$7,000	Fox Affiliate

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Mission Broadcasting, Inc., 544 Red Rock Drive, Wadsworth, OH 44281	4284899	200432080352	KJTL, Wichita Falls, TX	7675	8-9 p.m.	\$7,000	Fox Affiliate
Montana License Sub, Inc., #1 Shackleford Drive, Suite 400, Little Rock, AR 72211	9595562	200432080353	KMMF, Missoula, MT	81348	8-9 p.m.	\$7,000	Fox Affiliate
Montgomery Communications, Inc., 222 West Sixth Street, Junction City, KS 66441	3771219	200432080354	KTMJ-CA, Topeka, KS	43649	8-9 p.m.	\$7,000	Fox Affiliate
Morris Network of Mississippi, Inc., 27 Abercorn Street, Savannah, GA 31412	3766417	200432080355	WXXV-TV, Gulfport, MS	53517	8-9 p.m.	\$7,000	Fox Affiliate
Mountain Licenses, L.P., 2111 University Park Drive, Suite 650, Okemos, MI 48864	6175939	200432080356	KAYU-TV, Spokane, WA	58684	9-10 p.m.	\$7,000	Fox Affiliate
Mountain Licenses, L.P., 2111 University Park Drive, Suite 650, Okemos, MI 48864	6175939	200432080356	KCYU-LP, Yakima, WA	58694	9-10 p.m.	\$7,000	Fox Affiliate
Mountain Licenses, L.P., C/O Northwest Broadcasting, Inc., 2193 Association Dr., Suite 300, Okemos, MI 48864	6175939	200432080356	KFFX-TV, Pendleton, OR	12729	9-10 p.m.	\$7,000	Fox Affiliate
National Communications, Inc., 129 West Prien Lake Road, Lake Charles, LA 70601	7322654	200432080357	KVHP, Lake Charles, LA	35852	8-9 p.m.	\$7,000	Fox Affiliate

Licensee Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Time of Broadcast (Local Time)	Proposed Forfeiture Amount	Fox Station or Fox Affiliate
Nexstar Broadcasting, Inc., 909 Lake Carolyn Parkway, Suite 1450, Irving, TX 75039	9961889	200432080358	WTVW, Evansville, IN	3661	8-9 p.m.	\$7,000	Fox Affiliate
Nexstar Broadcasting, Inc., 909 Lake Carolyn Parkway, Suite 1450, Irving, TX 75039	9961889	200432080358	WFFT-TV, Fort Wayne, IN	25040	9-10 p.m.	\$7,000	Fox Affiliate
Nexstar Broadcasting, Inc., 909 Lake Carolyn Parkway, Suite 1450, Irving, TX 75039	9961889	200432080358	KARD, West Monroe, LA	3658	8-9 p.m.	\$7,000	Fox Affiliate
Nexstar Broadcasting, Inc., 909 Lake Carolyn Parkway, Suite 1450, Irving, TX 75039	9961889	200432080358	WQRF-TV, Rockford, IL	52408	8-9 p.m.	\$7,000	Fox Affiliate
Nexstar Broadcasting, Inc., 909 Lake Carolyn Parkway, Suite 1450, Irving, TX 75039	9961889	200432080358	KDEB-TV, Springfield, MO	3659	8-9 p.m.	\$7,000	Fox Affiliate
Nexstar Broadcasting, Inc., 909 Lake Carolyn Parkway, Suite 1450, Irving, TX 75039	9961889	200432080358	WFXV, Utica, NY	43424	9-10 p.m.	\$7,000	Fox Affiliate
North Carolina Broadcasting Partners, One Television Place, Charlotte, NC 28232	3828712	200432080359	WCCB, Charlotte, NC	49157	9-10 p.m.	\$7,000	Fox Affiliate
Ottumwa Media Holdings, LLC, 6100 Fairview Road, Suite 650, Charlotte, NC 28210	9520479	200432080360	KYOU-TV, Ottumwa, IA	53820	8-9 p.m.	\$7,000	Fox Affiliate

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Pacific Media Corporation, 2425 Walker Swinton Road, Timmonsville, SC 29161	7579626	200432080361	KDFX-CA, Indio/Palm Springs, CA	51207	9-10 p.m.	\$7,000	Fox Affiliate
Pacific Media Corporation, 2425 Walker Swinton Road, Timmonsville, SC 29161	7579626	200432080362	KECY-TV, El Centro, CA	51208	8-9 p.m.	\$7,000	Fox Affiliate
Pappas Telecasting of Sioux City, 500 South Chinowth Road, Visalia, CA 93277	4986204	200432080363	KPTH, Sioux City, IA	77451	8-9 p.m.	\$7,000	Fox Affiliate
Peak Media of PA Licensee LLC, 1450 Scalp Avenue, Johnstown, PA 15904	3782190	200432080364	WWCP-TV, Johnstown, PA	20295	9-10 p.m.	\$7,000	Fox Affiliate
Piedmont Television of Anchorage License LLC, 7621 Little Ave. Ste 506, Charlotte, NC 28226	3747862	200432080365	KTBY, Anchorage, AK	35655	8-9 p.m.	\$7,000	Fox Affiliate
Piedmont Television of Eastern Carolina License LLC, 7621 Little Avenue, Suite 506, Charlotte, NC 28266	3744778	200432080366	WFXI, Morehead City, NC	37982	9-10 p.m.	\$7,000	Fox Affiliate
Piedmont Television of Macon License LLC, 7621 Little Avenue, Suite 506, Charlotte, NC 28266	3744810	200432080367	WGXA, Macon, GA	58262	9-10 p.m.	\$7,000	Fox Affiliate
Piedmont Television of Youngstown License LLC, 7621 Little Avenue, Suite 506, Charlotte, NC 28226	3745387	200432080368	WYFX-LP, Youngstown, OH	68398	9-10 p.m.	\$7,000	Fox Affiliate

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Prime Cities Broadcasting, Inc., 112 High Ridge Avenue, Ridgefield, CT 06877	3572039	200432080369	KNDX, Bismarck, ND	82611	8-9 p.m.	\$7,000	Fox Affiliate
Prime Cities Broadcasting, Inc., 112 High Ridge Avenue, Ridgefield, CT 06877	6211361	200432080369	KXND, Minot, ND	82615	8-9 p.m.	\$7,000	Fox Affiliate
Quad Cities Television Acquisition Corp., 915 Middle River Dr. #409, Ft. Lauderdale, FL 33304	1736321	200432080370	KLJB-TV, Davenport, IA	54011	8-9 p.m.	\$7,000	Fox Affiliate
Quincy Broadcasting Co., 513 Hampshire Street, Quincy, IL 62301	4821286	200432080371	WGEM-TV, Quincy, IL	54275	8-9 p.m.	\$7,000	Fox Affiliate
Ramar Communications II, LTD., 9800 University Avenue, Lubbock, TX 79423	3760956	200432080372	KJTV-TV, Lubbock, TX	55031	8-9 p.m.	\$7,000	Fox Affiliate
Raycom America, Inc., RSA Tower, 20th Floor, 201 Monroe Street, Montgomery, AL 36104	1835289	200432080373	WFXL, Albany, GA	70815	9-10 p.m.	\$7,000	Fox Affiliate
Raycom America, Inc., RSA Tower, 20th Floor, 201 Monroe Street, Montgomery, AL 36104	1835289	200432080373	WACH, Columbia, SC	19199	9-10 p.m.	\$7,000	Fox Affiliate
Raycom America, Inc., RSA Tower, 20th Floor, 201 Monroe Street, Montgomery, AL 36104	1835289	200432080373	WDFX-TV, Ozark, AL	32851	8-9 p.m.	\$7,000	Fox Affiliate

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Raycom America, Inc., RSA Tower, 20th Floor, 201 Monroe Street, Montgomery, AL 36104	1835289	200432080373	WTNZ, Knoxville, TN	19200	9-10 p.m.	\$7,000	Fox Affiliate
Raycom America, Inc., RSA Tower, 20th Floor, 201 Monroe Street, Montgomery, AL 36104	2929685	200432080373	KASA-TV, Santa Fe, NM	32311	8-9 p.m.	\$7,000	Fox Affiliate
Raycom America, Inc., RSA Tower, 20th Floor, 201 Monroe Street, Montgomery, AL 36104	2929685	200432080373	WXIX-TV, Newport, KY	39738	9-10 p.m.	\$7,000	Fox Affiliate
Raycom America, Inc., RSA Tower, 20th Floor, 201 Monroe Street, Montgomery, AL 36104	2929685	200432080373	KXRM-TV, Colorado Springs, CO	35991	8-9 p.m.	\$7,000	Fox Affiliate
Raycom America, Inc., RSA Tower, 20th Floor, 201 Monroe Street, Montgomery, AL 36104	2929685	200432080373	WPGX, Panama City, FL	2942	8-9 p.m.	\$7,000	Fox Affiliate
Raycom National, Inc., 201 Monroe Street, RSA Tower, 20th Floor, Montgomery, AL 36104	2929685	200432080374	WFLX, West Palm Beach, FL	39736	9-10 p.m.	\$7,000	Fox Affiliate
Red River Broadcast Co., LLC, P.O. Box 9115, Fargo, ND 58106	2622165	200432080375	KVRR, Fargo, ND	55372	8-9 p.m.	\$7,000	Fox Affiliate
Rockfleet Broadcasting II, LLC, 885 Third Avenue, 34th Floor, New York, NY 10022	3778222	200432080376	WFQX-TV, Cadillac, MI	25396	9-10 p.m.	\$7,000	Fox Affiliate

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Sage Broadcasting Corporation, 406 South Irving, San Angelo, San Angelo, TX 76901	4056024	200432080377	KIDY, San Angelo, TX	58560	8-9 p.m.	\$7,000	Fox Affiliate
Sainte Partners II, L.P., P.O. Box 4159, Modesto, CA 95352	5004809	200432080378	KCVU, Paradise, CA	58605	9-10 p.m.	\$7,000	Fox Affiliate
Sainte Sepulveda, Inc., P.O. Box 4159, Modesto, CA 95352	5004833	200432080379	KBVU, Eureka, CA	58618	9-10 p.m.	\$7,000	Fox Affiliate
Seal Rock Broadcasters, L.L.C., C/O Steven Seward, 1500 4th Ave. Ste. 600, Seattle, WA 98101	5710330	200432080380	KCBA, Salina, CA	14867	9-10 p.m.	\$7,000	Fox Affiliate
Second Generation of Iowa, LTD., Second Generation Place, 3029 Prospect Avenue, Cleveland, OH 44115	4294120	200432080381	KFXA, Cedar Rapids, IA	35336	8-9 p.m.	\$7,000	Fox Affiliate
Shockley Broadcasting, LLC, 401 Charmany Drive, Suite 200, Madison, WI 53719	4985305	200432080382	KXLT-TV, Rochester, MN	35906	8-9 p.m.	\$7,000	Fox Affiliate
Smith Broadcasting of Vermont, LLC, 700 Central Ave., 201, St. Petersburg, FL 33701	1808427	200432080383	WFFF-TV, Burlington, VT	10132	9-10 p.m.	\$7,000	Fox Affiliate

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Southeastern Media Holdings, Inc., 3500 Colonnade Parkway, Suite 600, Birmingham, AL 35243	8603052	200432080384	WFXG, Augusta, GA	3228	9-10 p.m.	\$7,000	Fox Affiliate
Southeastern Media Holdings, Inc., 3500 Colonnade Parkway, Suite 600, Birmingham, AL 35243	8603052	200432080385	WXTX, Columbus, GA	12472	9-10 p.m.	\$7,000	Fox Affiliate
Southeastern Media Holdings, Inc., 3500 Colonnade Parkway, Suite 600, Birmingham, AL 35243	8603052	200432080386	WSFX-TV, Wilmington, NC	72871	9-10 p.m.	\$7,000	Fox Affiliate
Springfield Broadcasting Partners, 3003 Old Rochester Road, Springfield, IL 62703	5017900	200432080387	WRSP-TV, Springfield, IL	62009	8-9 p.m.	\$7,000	Fox Affiliate
Stainless Broadcasting, L.P., 2111 University Park Drive, Suite 650, Okemos, MI 48864	4004933	200432080388	WICZ-TV, Binghamton, NY	62210	9-10 p.m.	\$7,000	Fox Affiliate
Star Broadcasting Limited, 1616 South Voss, Suite 885, Houston, TX 77057	8714818	200432080389	KXVA, Abilene, TX	62293	8-9 p.m.	\$7,000	Fox Affiliate
Sunbeam Television, Corp., 1401 79th St. Causeway, Miami, FL 33141	1800168	200432080390	WSVN, Miami, FL	63840	9-10 p.m.	\$7,000	Fox Affiliate
Curtsey Media, LLC, 73 Kercheval Avenue, Grosse Pointe Farms, MI 48236	5021597	200432080391	KVCT, Victoria, TX	35846	8-9 p.m.	\$7,000	Fox Affiliate

Licensee Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Time of Broadcast (Local Time)	Proposed Forfeiture Amount	Fox Station or Fox Affiliate
Tanana Valley Television Company, 3650 Bradock Street, Suite 2, Fairbanks, AK 99701	1568724	200432080392	KFXF, Fairbanks, AK	64597	9-10 p.m.	\$7,000	Fox Affiliate
Tribune Television Company, 2005 South Queen Street, York, PA 17403	9929787	200432080393	WPMT, York, PA	10213	9-10 p.m.	\$7,000	Fox Affiliate
Tribune Television Company, 6910 Network Place, Indianapolis, IN 46278	3576485	200432080393	WXIN, Indianapolis, IN	146	9-10 p.m.	\$7,000	Fox Affiliate
Tribune Television Company, One Corporate Center, Hartford, CT 06103	3576485	200432080393	WTIC-TV, Hartford, CT	147	9-10 p.m.	\$7,000	Fox Affiliate
Tribune Television Holdings, Inc., WXMI(TV), 3117 Plaza Drive, NE, Grand Rapids, MI 49525	2841591	200432080394	WXMI, Grand Rapids, MI	68433	9-10 p.m.	\$7,000	Fox Affiliate
Tribune Television Northwest, Inc., 1813 West Lake Avenue, North, Seattle, WA 98109	1773878	200432080395	KCPQ, Tacoma, WA	33894	9-10 p.m.	\$7,000	Fox Affiliate
TV 67, Inc., 463 South Central Avenue, Lima, OH 45804	2929347	200432080396	WOHL-CA, Lima, OH	68549	9-10 p.m.	\$7,000	Fox Affiliate
United Communications Corporation, 715 - 58th Street, Kenosha, WI 53140	2210383	200432080397	WNYF-CA, Watertown, NY	16743	9-10 p.m.	\$7,000	Fox Affiliate

Licensee Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Time of Broadcast (Local Time)	Proposed Forfeiture Amount	Fox Station or Fox Affiliate
Warwick Communications, Inc., 700 St. Johns Street, Suite 301, Lafayette, LA 70501	4973897	200432080398	KFXK, Longview, TX	70917	8-9 p.m.	\$7,000	Fox Affiliate
WAVY Broadcasting, LLC, 300 WAVY Street, Portsmouth, VA 23704	3473162	200432080399	WVBT, Virginia Beach, VA	65387	9-10 p.m.	\$7,000	Fox Affiliate
WDKY Licensee, LLC, Shaw Pittman (Kathryn R. Schmeltzer), 2300 N Street, N.W., Washington, D.C. 20037	3865094	200432080400	WDKY-TV, Danville, KY	64017	9-10 p.m.	\$7,000	Fox Affiliate
WDSI License Corp., 225 City Line Avenue, Suite 200, Bala Cynwyd, PA 19004	2208999	200432080401	WDSI-TV, Chattanooga, TN	71353	9-10 p.m.	\$7,000	Fox Affiliate
WEMT Licensee L.P., Shaw Pittman (Kathryn R. Schmeltzer), 2300 N Street, N.W., Washington, D.C. 20037	5525019	200432080402	WEMT, Greeneville, TN	40761	9-10 p.m.	\$7,000	Fox Affiliate
White Knight Broadcasting of Natchez License Corp., 700 St. John St., Suite 301, Lafayette, LA 70501	4973913	200432080403	WNTZ, Natchez, MS	16539	8-9 p.m.	\$7,000	Fox Affiliate
WMSN Licensee, LLC, Shaw Pittman (Kathryn R. Schmeltzer), 2300 N Street, N.W., Washington, D.C. 20037	6551824	200432080404	WMSN-TV, Madison, WI	10221	8-9 p.m.	\$7,000	Fox Affiliate
WNAC, LLC, 17 Crooked Lane, Manchester, MA 01944	7112899	200432080405	WNAC-TV, Providence, RI	73311	9-10 p.m.	\$7,000	Fox Affiliate

Licensee Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Time of Broadcast (Local Time)	Proposed Forfeiture Amount	Fox Station or Fox Affiliate
Wolf License Corp., Pegasus Corp. Office, 225 Cty. Lne. Ave., Ste 200, Bala Cynwyd, PA 19004	2209013	200432080406	WOLF-TV, Hazleton, PA	73375	9-10 p.m.	\$7,000	Fox Affiliate
Woods Communications Corporation, One WCOV Avenue, Montgomery AL 36111	1756659	200432080407	WCOV-TV, Montgomery, AL	73642	8-9 p.m.	\$7,000	Fox Affiliate
WPGH Licensee, LLC, Shaw Pittman (Kathryn R. Schmeltzer) 2300 N Street, N.W., Washington, D.C. 20037	5020870	200432080408	WPGH-TV, Pittsburgh, PA	73875	9-10 p.m.	\$7,000	Fox Affiliate
WRGT Licensee, LLC, 2000 West 41st Street, Baltimore, MD 21211	9529082	200432080409	WRGT-TV, Dayton, OH	411	9-10 p.m.	\$7,000	Fox Affiliate
WRLH Licensee, LLC, C/O Shaw Pittman LLP (ATTN: K Schmeltzer), 2300 N Street, N.W., Washington, D.C. 20037	6551782	200432080410	WRLH-TV, Richmond, VA	412	9-10 p.m.	\$7,000	Fox Affiliate
WSJV Television, Inc., P.O. Box 28, South Bend, IN 46624	2893881	200432080411	WSJV, Elkhart, IN	74007	8-9 p.m.	\$7,000	Fox Affiliate
WSMH Licensee, LLC, Shaw Pittman (Kathryn R. Schmeltzer), 2300 N Street, N.W., Washington, D.C. 20037	5020904	200432080412	WSMH, Flint, MI	21737	9-10 p.m.	\$7,000	Fox Affiliate

Licensor Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Time of Broadcast (Local Time)	Proposed Forfeiture Amount	Fox Station or Fox Affiliate
WSYT Licensee L.P., Shaw Pittman (Kathryn R. Schmeltzer), 2300 N Street, N.W., Washington, D.C. 20037	4970877	200432080413	WSYT, Syracuse, NY	40758	9-10 p.m.	\$7,000	Fox Affiliate
WTAT Licensee, LLC, 2000 W. 41ST Street, Baltimore, MD 21211	7282957	200432080414	WTAT-TV, Charleston, SC	416	9-10 p.m.	\$7,000	Fox Affiliate
WTLH License Corp., Pegasus Corp. Office, 225 Cty. Line Ave., Ste. 200, Bala Cynwyd, PA 19004	3249216	200432080415	WTLH, Bainbridge, GA	23486	9-10 p.m.	\$7,000	Fox Affiliate
WUHF Licensee, LLC, Shaw Pittman LLP, ATTN: Kathryn Schmeltzer, 2300 N Street, N.W., Washington, D.C. 20037	6551568	200432080416	WUHF, Rochester, NY	413	9-10 p.m.	\$7,000	Fox Affiliate
WUPW Broadcasting, LLC, 4 Richmond Square, Providence, RI 02906	7517832	200432080417	WUPW, Toledo, OH	19190	9-10 p.m.	\$7,000	Fox Affiliate
WUTV Licensee, LLC, Shaw Pittman (Kathryn R. Schmeltzer), 2300 N Street, N.W., Washington, D.C. 20037	6551626	200432080418	WUTV, Buffalo, NY	415	9-10 p.m.	\$7,000	Fox Affiliate
WVAH Licensee, LLC, 2000 W. 41st. Street, Baltimore, MD 21211	7283054	200432080419	WVAH-TV, Charleston, WV	417	9-10 p.m.	\$7,000	Fox Affiliate
WYDC, Inc., 33 East Market Street, Corning, NY 14830	3778511	200432080420	WYDC, Corning, NY	62219	9-10 p.m.	\$7,000	Fox Affiliate

Licensee Name and Mailing Address	FRN No.	NAL Acct. No.	Station Call Sign and Community of License	Facility ID No.	Time of Broadcast (Local Time)	Proposed Forfeiture Amount	Fox Station or Fox Affiliate
Wyomedia Corporation, 1856 Skyview Drive, Casper, WY 82601	1623990	200432080421	K26ES, Casper, WY	10560	8-9 p.m.	\$7,000	Fox Affiliate
Wyomedia Corporation, 1856 Skyview Drive, Casper, WY 82601	7443567	200432080422	KLWY, Cheyenne, WY	40250	8-9 p.m.	\$7,000	Fox Affiliate
WYZZ Licensee, Inc., Shaw Pittman (Kathryn R. Schmeltzer), 2300 N Street, N.W., Washington, D.C. 20037	7682032	200432080423	WYZZ-TV, Bloomington, IL	5875	8-9 p.m.	\$7,000	Fox Affiliate
WZTV Licensee, LLC, Shaw Pittman (Kathryn R. Schmeltzer) 2300 N Street, N.W., Washington, D.C. 20037	6551758	200432080424	WZTV, Nashville, TN	418	8-9 p.m.	\$7,000	Fox Affiliate
Blue Bonnet Communications, Inc., 205 West College Street, Lake Charles, LA 70605	8062697	20043208306	KUIL-LP, Beaumont, TX	131238	8-9 p.m.	\$7,000	Fox Affiliate
Bluenose Broadcasting of Savannah LLC, 4101 Lake Boone Trail, Suite 300, Raleigh, NC 27607	6597041	20043208307	WTGS, Hardeeville, SC	27245	9-10 p.m.	\$7,000	Fox Affiliate
Broadcasting Licenses, L.P., 2111 University Park Drive, Suite 650, Okemos, MI 48864	8412777	20043208308	KMVU, Medford, OR	32958	9-10 p.m.	\$7,000	Fox Affiliate