

Kelly McCarthy Mooney

Public File

Thank you for your comments etc.

July 9, 1991

Dear Mr. Dow,

It came to my attention this morning, as I was turning the television on for my daughter to watch Full House, that you have deleted one of your better television programs for yet another glibby talk show. I stayed tuned long enough to see the title of the Montel Williams show, the scanty clothing subject matter of the show, and that they can't even get a good sized audience to watch the filming. If they can't work up a substantial response audience they sure can't get people to watch just one more ^{in the} already over crowded ^{talk} show ^{market} which is people's opinion.

Of course all of this is just one opinion but I consider our family a pretty good judge, especially during the summer viewing and I think your decision to pull Full House totally from the programming was unfortunate and I would welcome your re-evaluation and response.



NEWS

FEDERAL COMMUNICATIONS COMMISSION
1919 M STREET, N.W.
WASHINGTON, D.C. 20554

News media information 202 / 632-5050
Recorded listing of releases and texts
202 / 632-0002

3499

This is an unofficial announcement of Commission action. Release of the full text of a Commission order constitutes official action. See MCI v. FCC 515 F.2d 385 (D.C. Cir. 1975)

Report No. MM-328

MASS MEDIA ACTION

June 23, 1988

KZKC(TV), KANSAS CITY, MO, APPARENTLY LIABLE FOR \$2,000 FINE
FOR INDECENT BROADCAST

The FCC today imposed a \$2,000 fine on a Kansas City TV station for its prime time broadcast of the movie "Private Lessons" which violated the restriction on the broadcast of indecent material.

The Commission notified Kansas City Television, Ltd., Debtor-in-Possession, that it is apparently liable for broadcasting the feature film on its station KZKC(TV), Channel 62, Kansas City, MO, on May 26, 1987, beginning at 8 PM. Under the Communications Act, \$2,000 is the maximum fine the FCC could impose for a single offense.

The Commission has highlighted two goals in enforcing the broadcast indecency standard: (1) supporting parents in their efforts to control when and how their children will be exposed to material that most adults regard as inappropriate for them to see or hear, and (2) advancing the government's compelling interest in protecting the well-being of its youth.

The Communications Act empowers the Commission to impose sanctions for the broadcast of indecent material, including warnings, fines and, in severe cases, the revocation of licenses.

By letter dated June 10, 1987, a complaint was filed with the Commission alleging that the film, as broadcast, was indecent.

The movie included nudity and scenes depicting sexual matters which were dealt with in a pandering and titillating manner. These scenes were neither isolated nor fleeting. The story line of the seduction of a 15-year-old boy by an older woman, together with the inclusion of explicit nudity, would have commanded the attention of children and the sexual references would have been readily understood by children who tuned into the program.

Therefore, the FCC determined that the material at issue, in context, was patently offensive with respect to what is suitable for children under prevailing community standards in the adult community.

In reaching this conclusion the Commission emphasized that neither nudity, in itself, nor programming dealing with sexual themes is necessarily indecent. In the case of "Private Lessons," however, the context and treatment of nudity and the sexual themes led to the finding of indecency.

(over)

The Commission found the station's arguments in defense unpersuasive and determined that a forfeiture was appropriate in this case. The Commission noted that before this program was aired, the FCC had provided a definition of indecency that would be applicable to all broadcast licensees and was sufficiently clear to pass constitutional muster. All broadcast licensees were given adequate notice of what type of material was the subject of indecency regulation and it was unreasonable for a licensee to assume the regulation did not apply to television.

The Commission emphasized that licensees are responsible for the actions of their employees and ultimately responsible for their programming. The fact that KZKC took prompt corrective action after the broadcast of "Private Lessons" by revising its program policy did not automatically excuse the violation.

The Communications Act provides KZKC the opportunity to respond to the Notice of Apparent Liability before the imposition of the fine becomes final.

Action by the Commission June 23, 1988, by Letter (FCC 88-213). Commissioners Patrick (Chairman) and Quello with Commissioner Dennis concurring in part and dissenting in part and issuing a statement.

- FCC -

News Media contact: Rosemary Kimball at (202) 632-5050.
Mass Media Bureau contact: Harvey Speck at (202) 632-3922.

June 1988

**FCC TAKES STRONG STANCE ON
ENFORCEMENT OF PROHIBITION AGAINST
OBSCENE AND INDECENT BROADCASTS**

The Federal Communications Commission, after a 12 year hiatus, has made clear that it intends to take enforcement actions against broadcasters who air obscene or indecent programming in violation of the law. Since April of 1987, the Commission in rulings against three radio stations and one television station, has enforced a stringent application of the Criminal Code's prohibition of obscene broadcasts and its limitation on indecent broadcasts.

Obscene Broadcasts Prohibited at all Times

The FCC has made clear that the broadcast of obscene programming is a criminal offense and that such broadcasts are banned from the airwaves at all times of the day. The Commission noted that obscene material is defined by the Supreme Court as follows:

- (1) an average person, applying contemporary community standards, must find that the material, as a whole, appeals to the prurient interest;
- (2) the material must depict or describe, in a patently offensive way as measured by contemporary community standards, sexual or excretory conduct; and
- (3) the material, taken as a whole, must lack serious literary, artistic, political, or scientific value.
Miller v. California, 413 U.S. 15 (1973).

Obscene speech is not protected by the First Amendment and cannot be broadcast at any time.

Tougher Enforcement Regarding Indecent Broadcasts

By its actions, the Commission has demonstrated that it intends to enforce the statutory limitation against indecent broadcasts. Although under current law the Commission may not prohibit indecent programming altogether, the Commission prohibits broadcasters from airing indecent material at a time of

day when there is a reasonable risk that children may be in the audience. The Supreme Court, in 1978, upheld this provision of the law. FCC v. Pacifica Foundation, 438 U.S. 726 (1978).

Prior to April 1987, enforcement of the limitation against indecent broadcasts had been limited to those broadcasts that repeatedly used the "seven dirty words" made famous by a George Carlin comedy monologue. As a result of these policies, after 1975, no broadcaster was found in violation of the indecency limitation, until the current Commission acted in April 1987.

In April 1987, the Commission announced that it would strengthen the enforcement of the limitation on indecent broadcasts by interpreting the law in a more sensible manner. It therefore announced that it would return to the actual definition of the term "indecency" affirmed by the Supreme Court in 1978. Under that definition, language or material is indecent if, in context, it

depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs.

As a result, broadcasts that fit within this definition, not just those using the "seven dirty words," are subject to the indecency enforcement standards. By its June 1988 ruling against a Kansas City television station, the Commission has made clear that the restrictions on indecent broadcasts apply to television as well as radio.

As noted above, however, under existing Supreme Court precedent, non-obscene broadcasts, even though sexually explicit, may not be banned altogether, but are subject to reasonable channeling requirements in order to restrict children's ability to hear or see them. Before the April 1987 decisions, precedent had indicated that the broadcast of this type of programming would be permissible after 10:00 p.m. In its April decisions, however, the Commission determined that there was still a reasonable risk of children in the audience even at 10:00 p.m. in the markets before it.

April 1987 Decisions Reaffirmed

After the release of the April 1987 decisions, a group of broadcasters asked the Commission to reconsider those rulings, claiming that the Commission had misconstrued the law and that the rulings were unconstitutional. The group made numerous requests to the Commission, including asking the Commission to

adopt a policy under which a broadcaster's decision to air a program would be considered reasonable and therefore not sanctionable unless the Commission had previously found that program indecent, and to return to the old precedent that non-obscene broadcasts could be made after 10:00 p.m.

On November 24, 1987, the Commission denied the broadcasters' requests, concluding that its April rulings had been correct. It specifically denied their requests to adopt a prospective only policy and to permit the broadcast of certain adult-oriented programming after 10:00, reaffirming its conclusion that there was still a reasonable risk of children in the audience at that time. It noted that adult-oriented programming that was not obscene could not be broadcast until after midnight.

The Commission concluded that current Supreme Court precedent precluded it from banning non-obscene programming from the airwaves altogether. Therefore, in light of the broadcasters' statements that without a specific hour the practical effect of the Commission's rulings was to ban non-obscene programming altogether, the Commission determined establishing a time after which certain adult, non-obscene programming could be broadcast was necessary to ensure that its enforcement actions would be upheld in court. (Its April rulings are the subject of a court appeal). The Commission noted that a fixed time of day would also allow parents to know when their supervision of children's viewing and listening habits would have to be increased.

The Commission emphasized, however, that obscene programming could never be legally broadcast and that indecent programming could not be legally broadcast before midnight when there was a reasonable risk that children may be in the audience. The bulk of complaints received by the Commission regarding indecent broadcasts involve programming aired prior to midnight, and the Commission will be focusing its ongoing enforcement efforts on these broadcasts, where the risk of children's exposure to indecent programming is the greatest.

2309

Wednesday, June 10, 1987

Dear Mr. Patrick,

KZKC-TV

6-1331

We are concerned about the obscene movies that have been shown off and on during the past few months on channel 62-KZKC in Kansas City. In October, we sent a video tape to the National Federation for Decency office in Tupelo, Mississippi, of a movie that was recorded from this station. This movie, "Summer Lovers," used obscene words (f _ _ _), showed nudity, and implied group sex with two women and one man in the same bed. The National Federation for Decency forwarded this tape to your office, and they have informed us that they have not received any word concerning action that you have taken against this station in regard to the enforcement of the broadcasting laws.

Since the broadcast of "Summer Lovers," there have been other obscene movies shown. The last two we have recorded and are sending them to you directly. The two movies have been recorded back to back on the tape. The first movie, "My Tutor," was shown on a holiday, Monday, May 25 at 8:00 p.m. The first 5 to 10 minutes of this movie are missing. The second, "Private Lessons," was shown the following evening- Tuesday, May 26 at 8:00 p.m. The movie was recorded in its entirety.

"My Tutor" is a film which totally revolves around the sexual exploits of three male high school students. The three are totally occupied with sex- where to "get it" and how. Several scenes show these young men pursuing young women and prostitutes- "scoring" on some occasions. After establishing the fact that these young men are only after sex, the wealthy father of one young man hires a lady tutor to help his son pass his college entrance exams. During the summer the

young man dreams about having sex with his 30 year old tutor. His dreams, shown in the film, consist of him kissing her breasts and fondling her. The tutor, however, finally initiates sex with the young man. Several bedroom scenes ensue with foreplay and the sex act under the sheets. The film also includes several scenes with nudity of the female breasts and buttocks, a woman orally ^(simulated) copulating a man while in the car and terms as "f _ _ _" and "blow job."

"My lessons" involves the maid of a wealthy family seducing the 15 year old son of her employer. (The age of the actor portraying the 15 year old boy is questionable. His voice is high pitched and his physical features do not appear like those of an adult.) The maid tries on several occasions to coax the young man into bed but fails. After several attempts, she takes off his shirt and pants and he has sex with her. The film includes female nudity of the breasts and buttocks. Also bedroom scenes of the sex act under the sheets are shown complete with moaning and groaning.

We are very concerned about the irresponsible telecasting of station, KZKC-channel 62. We have, as individuals made several phone calls to the station manager, Steve Friedheim and Debbie Stauber, programming manager. We have also written the station owner in Chattanooga, Tennessee and expressed our concerns. We have received no response to date from Chattanooga.

The lack of action on the part of KZKC in regard to our concerns over the past months has shown that the owner and management of the station do not intend to take action to clean up their programming. Because of their failure to move after citizen complaints, we are asking the FCC to intervene and investigate further these allegations. Please take whatever action is necessary against this station so that they will comply with the broadcasting laws. Thank you.

Sincerely,

Treva Burk

Treva Burk
Secretary-K.C. Metro NFD
P.O. Box 28793
Kansas City, Mo. 64118
1-800-453-5876

cc: National Federation for Decency, Tupelo, Mississippi
Morality in Media, New York, New York
Attorney General Meese, U.S. Dept. of Justice
Dr. James Dobson, Arcadia, California

Number on VCR for:

MY TUTOR

58-100	Sex with waitress
250-300	Nudity and dream
340-	Watching exercises
400-450	"F _ _ _" feeling buttocks, kissing breast, nudity
590-640	Nudity, oral copulation in car
660-700	Tutor undresses
700-735	Tutor propositioned by father
750-758	"Blow job"
760-770	In bed with tutor
900-929	Lingerie - leather and whip, reading sex book
940-945	Bed scene

PRIVATE LESSONS

1270-1276	Looks at pornographic material
1284-1290	Boys goes through undies, Discuss seduction of boy
1325-1330	Nudity
1342-1376	Maid undresses in room for boy(nudity)
1380	"Screw housekeeper every night"
1400-1410	"Knocker this big", rear of tennis player
1415-1450	Bath scene with maid and boy
1450	Like to touch breasts?
1480	Dad of boy in bed with woman (nudity)
1490	Bedroom scene
1545-1585	Takes maids pants off at table in restaurant Nudity, Boy and maid in bed
1770-1790	In bed, nudity

Tuesday, January 26, 1988

Dear Mrs. Wise,

We have enclosed two additional tapes that were shown on KZKC- Channel 62 during the week of May 25, 1987. These two films were shown the same week following the films now under review by your department- "My Tutor" and "Private Lessons". We are sending these films to document the fact that during this week (May 25-May 29) the films shown by KZKC during prime time were aimed at a young audience.

Also, we have been appalled at what we have heard recently about the film "Private Lessons". Sources tell us that this "R" film was unedited and IF it was edited it was edited for time only NOT content. We have also been told that other movies shown (Breathless and Summer Lovers) over a period of 1 1/2 years on KZKC were also unedited "R" movies. It is difficult to believe that a 1 of these movies could have been broadcast by an "accident" in programming. "Private Lessons" was not an isolated case, but possibly a deliberate act with other indecent films to increase ratings!

We hope that you will vigorously pursue your investigation concerning this television station and its practices. If you have any questions about the above allegations, please feel free to call me. The nation is looking to the FCC to deliver a stiff penalty to all violators of the federal laws regarding indecency on television. Thank you!

Sincerely,



Treva Burk

Sec. of American Family Association

1-816-453-5876

P. S. According to the attached report, the media claims that an FCC source disclosed that it was likely that the FCC would limit punishment of KZKC to a reprimand or small fine. We hope that the punishment that the FCC renders to KZKC will be equivalent and preportional to the flagrant violations that were committed when the "R" films were shown.

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

THE UNITED STATES OF AMERICA,)
Plaintiff,)
v.)
EVERGREEN MEDIA CORPORATION)
OF CHICAGO AM,)
Licensee of Radio Broadcast)
Station WLUP(AM))
875 North Michigan Avenue)
Chicago, Illinois 60611,)
Defendant.)

Civil No. 92 C 5600
Judge Nordberg

AGREEMENT FOR SETTLEMENT AND DISMISSAL WITH PREJUDICE

between

The United States of America
by and through
The Department of Justice and Federal Communications Commission

and

Evergreen Media Corporation of Chicago, AM,
Licensee of Radio Station WLUP(AM)

Dated: February 22, 1994

2/22 Jrd 150p
Scott Ginsburg

AGREEMENT FOR SETTLEMENT AND DISMISSAL WITH PREJUDICE

WHEREAS, on November 30, 1989, the Federal Communications Commission, an agency of the United States of America with the duty of enforcing and executing the provisions of the Communications Act of 1934, as amended, and 18 U.S.C. § 1464, issued a Notice of Apparent Liability to Evergreen Media Corporation of Chicago, AM, Licensee of Radio Broadcast Station WLUP(AM) (Evergreen Media) stating that it appeared that Station WLUP(AM) had aired material in violation of 18 U.S.C. § 1464 and recommending a forfeiture in the amount of \$ 6,000, Evergreen Media Corp. v. FCC, 6 FCC Rcd 3708 (Mass Media Bureau 1989);

WHEREAS, Evergreen Media responded to the NAL on January 29, 1990, and objected to the forfeiture denying that its broadcasts violated Section 1464 and questioning the adequacy of the FCC's guidance for broadcaster compliance therewith;

WHEREAS, the FCC on January 28, 1991, issued an order that rejected Evergreen Media's arguments and imposed a forfeiture in the amount of \$6,000, Evergreen Media Corporation of Chicago AM, 6 FCC Rcd 502 (Mass Media Bureau 1991);

WHEREAS, Evergreen Media filed a petition for reconsideration on February 27, 1991, which the Commission denied on October 18, 1991. Evergreen Media Corporation of Chicago AM, 6 FCC Rcd 5950 (Mass Media Bureau 1991);

WHEREAS, on August 18, 1992, the United States of America filed a complaint for recovery of a forfeiture pursuant to 28 U.S.C. §§ 1345 and 1355 and 47 U.S.C. § 504 against Evergreen Media;

WHEREAS, Evergreen Media has declined to pay the forfeiture, disputes the basis for the FCC's forfeiture in order to seek judicial review thereof and has filed a counterclaim against the FCC which

challenges, inter alia, the constitutionality of the FCC's interpretation and application of Section 1464;

WHEREAS, Evergreen Media has taken steps to eliminate programming from Station WLUP(AM) which may produce a violation of 18 U.S.C. §1464;

WHEREAS, The Federal Communications Commission, by and through its General Counsel, William E. Kennard, and counsel of record, and Evergreen Media, by and through its counsel, wish to settle the controversy which is the subject of this action without further litigation, the foregoing do hereby enter into this Agreement for Settlement and Dismissal with Prejudice for the consideration and mutual promises hereinafter stated:

1. That the parties to this Agreement do hereby agree to settle and compromise this action upon the terms indicated below;

2. That, in consideration for the actions of Evergreen Media described in paragraph 3 below, the United States will:

(a) Execute a voluntary dismissal with prejudice of Civil Action No. 92 C 5600, and agree not to use the fact of this settlement, the forfeiture order imposed by the FCC at 6 FCC Rcd 502, or the underlying broadcasts or complaints which are the subject of this civil action for any purpose relating to Evergreen Media, its parent corporation or any affiliate or subsidiary thereof (either prior to or after the period discussed in paragraph 4 below), and shall treat the matter as though null and void and expunged from the record;

(b) Within nine months of the date of this Agreement, the FCC shall publish industry guidance relating to its caselaw interpreting 18 U.S.C. § 1464 and the FCC's enforcement policies with respect to broadcast indecency;

3. That, in consideration for the actions of the United States described in paragraph 2 above, Evergreen Media will:

(a) Dismiss, with prejudice, its counterclaims in Civil Action No. 92 C 5600 currently pending in the United States District Court for the Northern District of Illinois;

(b) Issue a policy statement to all on-air personnel directing them to be cognizant of the prohibition against broadcast of indecent speech contained in 18 U.S.C. § 1464 and the FCC's definition of broadcast indecency and apprising them of the Evergreen Media's intention to take appropriate disciplinary action against persons that broadcast material in violation of the statute;

(c) Establish a program for educating and updating on-air personnel regarding FCC indecency enforcement actions;

4. The parties further agree that, as part of this settlement:

(a) Without admission of wrongdoing, Evergreen Media will waive its right to contest the Notice of Apparent Liability, 8 FCC Rcd 1266, issued by the Commission against Evergreen Media on February 25, 1993;

(b) Evergreen Media will make a payment to the Federal Communications Commission in the amount of \$10,000. Such payment shall be made within five days of the date of this Agreement;

(c) The FCC will agree not to use or rely on the payment of money, the NAL referred to in paragraph 4(a) or the underlying facts against Evergreen Media for any purpose (including without limitation, any qualification issue regarding Evergreen Media or an affiliated company in future licensing proceedings), provided, however, that if the FCC issues a Notice of Apparent Liability against Evergreen Media within six months of the date of this Agreement for broadcasts

occurring on WLUP-AM after the date hereof which are alleged to violate 18 U.S.C. § 1464, the FCC will treat such NAL as a second offense for the sole and exclusive purpose of calculating the appropriate forfeiture to be assessed for that violation. If no such NAL is issued within six months of the date of this Agreement, the NAL issued by the FCC against Evergreen Media on February 25, 1993, shall be treated as null and void and expunged from the record. It is the understanding of the parties that if a new Notice of Apparent Liability should issue, Evergreen Media reserves the right to contest that NAL in all respects except that it will not contend that the FCC's calculation of the forfeiture amount is improper or unlawful. It is the understanding of the parties that in any future enforcement action, Evergreen Media will not be barred by its agreement herein to dismiss its counterclaim with prejudice, from asserting any and all constitutional defenses (including counterclaims that may include facial challenges.) The FCC will not contend that such constitutional challenges are barred by res judicata or collateral estoppel based on any interlocutory order the United States District Court for the Northern District of Illinois in Civil Action No. 92 C 5600, but reserves its right to oppose such challenges on all other grounds.

5. That, subject to the conditions set forth in Paragraphs 3 and 4 herein, the United States and the Federal Communications Commission hereby agree to accept the relief identified in this Agreement in full settlement and satisfaction of any and all claims and demands which each of them and their successors or assigns may have against Evergreen Media, its officers and agents and employees, on account of the circumstances which gave rise to this lawsuit or the Notice of Apparent

Liability reported at 8 FCC Rcd 1266;

6. All other provisions of this Agreement notwithstanding, if, by final order, prior to the seventh anniversary of this Agreement, (i) the Commission eliminates all its enforcement efforts with regard to broadcast indecency, or (ii) 18 U.S.C. § 1464 is held to be no longer enforceable against indecent broadcast speech, the payment made pursuant to this Agreement shall be refunded and any other rights or remedies provided to the FCC pursuant to this Agreement shall be deemed null and void;

7. That if the United States and the FCC or Evergreen Media bring an action in United States District Court to enforce the terms of this Agreement, the parties agree that they will not contest the validity of the agreement and will consent to a judgment incorporating the terms of this Agreement;

8. That each party to this Agreement shall bear its own attorneys fees and costs;

9. That each party has cooperated in the drafting and preparation of this Agreement. Hence in any construction to be made of the Agreement, the same shall not be construed against any party; and

11. That this Agreement represents the complete agreement between the parties to the Agreement and supersedes any other agreements, understandings and representations, if any. This Agreement may be amended only by a written amendment signed by all the parties to the Agreement.

12. This agreement shall be governed by the laws of the United States.

DATED this 22nd day of February, 1994.

FEDERAL COMMUNICATIONS COMMISSION

By: William E. Kennard
William E. Kennard
General Counsel
Washington, D.C. 20554
(202) 632-7020

UNITED STATES DEPARTMENT OF JUSTICE

By: Bruce A. Taylor
Bruce A. Taylor
Special Attorney
Criminal Division
United States Department of Justice
Washington, D.C. 20530

COUNSEL FOR THE UNITED STATES
OF AMERICA

~~LATHAM AND WATKINS~~

By: Eric L. Bernthal
Eric L. Bernthal
1001 Pennsylvania Ave., N.W.
Washington, D.C. 20004-2505
(202) 637-2200

COUNSEL FOR EVERGREEN MEDIA CORP.

DECLARATION OF ELIZABETH A. BARTLEY

I, Elizabeth A. Bartley, hereby declare under penalty of perjury that the following is true and accurate to the best of my knowledge, information and belief:

1. I am a Legal Assistant for the law firm of Hogan & Hartson L.L.P.
2. On April 3, 1996, I conducted research at the FCC and spoke with two members of the staff, Ms. Gwendolyn Upchurch and Mr. Thom Winkler, in the Mass Media Bureau, Enforcement Division, Complaints and Investigations Branch, to determine how to obtain information regarding indecency complaints lodged against television and radio stations.
3. Ms. Upchurch explained that to obtain information about indecency complaints, a researcher must first request a station file. According to Ms. Upchurch, the station files contain complaints and FCC letters filed in chronological order by station. However, the documents do not always remain in chronological order. Complaints are only placed in the station files after the staff decides how to dispense with the matter. There is no subject index available to the public for all of the FCC's indecency rulings.
4. According to Ms. Upchurch, if a researcher has completed a review of the station file and has not located a particular document, then the researcher may contact a Branch staff member. The staff member should check the staff binder, which lists complaints and decisions according to subject matter. This

binder is not available to the public. The staff member should then refer the researcher to the staff member who is handling a particular matter.

5. According to Ms. Upchurch, the public may not have access to information pertaining to ongoing investigations. However, a lawyer for a party to an ongoing investigation should be able to get the information about the investigation.

6. Ms. Upchurch explained that station files contain decisions and documents dated October 1992 to the present. Documents predating October 1992, are stored in the FCC's storage facility in Suitland, Maryland. Researchers may request access to a specific document, but it usually takes two to three weeks to process such requests.

7. Mr. Winkler explained that when his office receives an indecency complaint, they generally do not contact the licensee unless they determine that a problem exists.

8. Mr. Winkler advised me that indecency complaints concerning cable programming "generally" are not handled by the Mass Media Bureau, but are "generally" forwarded to the Cable Services Bureau.


Elizabeth A. Bartley

Dated: April 22, 1996