(viii) Comcast will provide annual programming-related data in a format to be discussed with the African American Advisory Council. This data will be provided to the African American Advisory Council, as well as to the National African American Leadership Organizations upon request, subject to a non-disclosure agreement and with the understanding that the data is to be used only for internal discussions and progress report development with the Joint Council. In addition, Comcast will participate in an effort to benchmark its performance. Comcast will also work to persuade other multi-channel video programming distributors to join these benchmarking efforts so that it is an industry-wide practice.

8. **Focus Area Five -- Philanthropy and Community Investment**

(a) Current Initiatives. Comcast and NBCU recognize the importance of investing in minority-led organizations, including African American organizations, and the programs and services provided by minority organizations to their respective communities. Further, Comcast and NBCU understand that corporate and foundation contributions are important to the communities where they do business and are consistent with responsible business practices.

Comcast has three community investment priorities – Building Tomorrow's Leaders, Expanding Digital Literacy, and Promoting Community Service – with diversity as an underpinning in each of these areas. In general, with a large percentage of the African American population residing in urban areas, Comcast's support of organizations with a broad national footprint ensures that a significant portion of its cash and in-kind contributions are making a difference in the lives of those in African American communities.

NBCU also is committed to a wide range of community investment initiatives in diverse communities. For more than ten years, NBCU has made education a priority in its philanthropic and corporate giving programs. The NBCU Foundation supports many organizations, including organizations dedicated to advancing the interests of racially diverse communities.

(b) Enhancing Diversity in Community Investment. While more specific benchmarks may be established in consultation with the African American Advisory Council, Comcast and NBCU will commit to increase their philanthropic efforts to support African American-led and African American-serving institutions.

(i) In addition, Comcast makes the following commitments to enhance its investment in the African American community specifically and the minority community generally:

(1) Comcast and the African American Advisory Council will work cooperatively to increase outreach to African American students by reaching out to high school principals and guidance counselors in predominantly African American communities to nominate students for participation in its Leaders and Achievers program.

(2) Comcast and NBCU will increase support for internship and scholarship programs of African American-led and African American-serving organizations

with proven track records in working with the African American community. In addition, Comcast and NBCU will work with their respective Human Resources Departments to ensure that graduates of these programs are being considered for entry-level positions.

(3) Comcast will expand its Comcast Cares Day focus to add organizations serving African American communities and to increase the number of organizations that are serving African American beneficiaries.

(4) Comcast will ensure the locations of its programs through the Comcast Digital Connectors program are in diverse communities, including specifically African American communities.

(5) Comcast will further promote and communicate about the positive work and impact of its African American partners, including the NAACP, NUL, and NAN, by increasing the provision of public service announcements, social media communications, advertising, and media placement (both locally and nationally).

(ii) Comcast will provide annual community investment-related data in a format to be discussed with the African American Advisory Council. This data will be provided to the African American Advisory Council, as well as to the National African American Leadership Organizations upon request, subject to a non-disclosure agreement and with the understanding that the data is to be used only for internal discussions and progress report development with the Joint Council.

9. <u>Monitoring and Evaluation of Progress</u>

(a) Within sixty (60) days of the execution of this MOU, Comcast will lay the groundwork for and begin planning to conduct a benchmark study of the initiatives set forth herein, against which future progress will be measured and monitored, with the goal of completing the study within ninety (90) days of closing of the joint venture. The benchmark study will include both Comcast Cable and Comcast Entertainment Group. On an annual basis thereafter, Comcast will conduct an assessment of progress on the initiatives. The annual assessment will be scheduled for review by the African American Advisory Council at one of the meetings with the Comcast and NBCU Diversity Councils for the purposes of seeking input and recommendations for strategies to improve performance on the enumerated diversity initiatives.

(b) Comcast affirms its commitments stated herein to provide annual workforce, procurement, programming and philanthropic and community investment-related data in a format to be discussed with the African American Advisory Council. The benchmark study also will be provided to the African American Advisory Council. This data will be provided to the African American Advisory Council, as well as to the National African American Leadership Organizations upon request, subject to a non-disclosure agreement, with the understanding that the data is to be used only for internal discussions and progress report development with the Joint Council.

10. **Effective Date**

This MOU will take effect upon the closing of the joint venture between Comcast and NBCU. The parties agree that, in anticipation of closing, they will continue their discussion over matters contained in this MOU and will begin to work cooperatively to lay the groundwork for initiatives herein, including the formation of the Councils.

COMCAST CORPORATION

Date: Dec 16, 2010

Stephen Burke
Chief Operating Officer

Date: 12/14/10

David L. Cohen
Executive Vice President and
Chief Diversity Officer

NBC UNIVERSAL

Date: 12/15/10

Jeffrey Zucker
President and Chief Executive Officer

Date: 12/15/10

Paula Madison
Executive Vice President and
Chief Diversity Officer

FOR NATIONAL AFRICAN AMERICAN LEADERSHIP ORGANIZATIONS:

Date: 12/14/10

Benjamin Todd Jealous
President and Chief Executive Officer
NAACP

Date: 12/13/10

Marc H. Morial
President and Chief Executive Officer
National Urban League

Date: 12/13/10

Rev. Al Sharpton
Founder
National Action Network

APPENDIX H

CONSENT DECREE

1. The Federal Communications Commission and NBC Telemundo License Co. (the "Licensee"), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Commission's investigation into whether the Licensee violated the Commission's Public File Rule and Children's Programming Rule, as defined below.

I. DEFINITIONS

2. For purposes of this Consent Decree, the following definitions shall apply:

a. "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*

b. "Assignment Application" means the application to assign the license of the Station from the Licensee to Bahia Honda LLC, as Trustee (File No. BALCDT-20100517ADJ).

c. "Children's Programming Rule" means the requirements contained in Section 303b of the Act (47 U.S.C. § 303b) and Section 73.671 of the Rules (47 C.F.R § 73.671).

d. "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.

e. "Effective Date" means the date on which the Commission releases the Order.

f. "Final Order" means the Order adopting this Consent Decree after the period for administrative and judicial review has lapsed.

g. "Investigation" means the Commission's investigation of the allegations in the Petition to Deny of violations of the Children's Programming Rule and the Public File Rule by the Licensee.

h. The "Order" means the Order by the Commission adopting the terms of this Consent Decree without change, addition, deletion, or modification and granting the Assignment Application and the Transfer Applications.

i. "Parties" means the Commission and the Licensee collectively, and "Party" refers to the Commission and the Licensee individually.

j. "Petition to Deny" means the "Petition to Deny FCC Applications" filed in opposition to the Transfer Applications and the Assignment Application by Rita Guajardo Lepicier on June 21, 2010.

k. "Public File Rule" means the requirements contained in Section 73.3526 of the Rules.

l. "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.

m. "Station" means station KWHY-TV, Los Angeles, California (Facility ID No. 26231).

n. "Transfer Applications" means the applications seeking approval of the transfer of control of certain licensee subsidiaries of General Electric Company to Comcast Corporation (Lead Application File No. BTCCDT-20100128AAG).

II. BACKGROUND

3. On June 21, 2010, Rita Guajardo Lepicier filed the Petition to Deny, opposing the grant of both the Assignment Application and the Transfer Applications. The Petition alleges that the Licensee violated the Commission's Public File Rule and its Children's Programming Rule, as defined herein, with

regard to the Station. On July 21, 2010, the Licensee and Bahia Honda LLC filed a Joint Opposition to the Petition to Deny.

4. Both the Commission and the Licensee acknowledge that any proceedings that might result from the Investigation will be time consuming and will require substantial expenditure of public and private resources. In order to conserve such resources, and to promote compliance with the Public File and the Children's Programming Rule, the Commission and the Licensee are entering into this Consent Decree, in consideration of the mutual commitments made herein.

III. TERMS OF AGREEMENT

5. **Order.** The Parties agree that the provisions of this Consent Decree shall be subject to approval by the Commission, by incorporation of such provisions by reference in the Order. The Licensee and the Commission agree to be legally bound by the terms and conditions of this Consent Decree.

6. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the date on which the Commission releases the Order. Upon release of the Order, the Order and this Consent Decree shall have the same force and effect as any other order of the Commission, and any violation of the Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

7. **Jurisdiction.** The Licensee acknowledges that the Commission has jurisdiction over the matters contained in this Consent Decree and the authority to enter into and adopt this Consent Decree.

8. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Commission agrees to terminate the Investigation. In consideration for the termination of said Investigation, the Licensee agrees to the terms, conditions and procedures contained herein. The Commission further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date of the Consent Decree, or the existence of the Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against the Licensee concerning the matters that were the subject of the Investigation. The Commission also agrees that it will not use the facts developed in the Investigation through the Effective Date of this Consent Decree, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against the Licensee with respect to the Licensee's basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission authorizations.

9. **Voluntary Contribution.** The Licensee agrees that it will make a voluntary contribution to the United States Treasury in the amount of $18,000.00. The payment will be made within five (5) business days after the Order becomes a Final Order, and must be made by check or similar instrument, payable to the order of the Federal Communications Commission. Payment must reference NAL/Acct. No. 1041420009 and FRN No. 0009825456. 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 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). The Licensee will also send electronic notification on the date said payment is made to david.brown @fcc.gov.

10. **Waivers**. The Licensee waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and that portion of the Order adopting this Consent Decree, provided that the Commission issues the Order without change, addition, modification or deletion to this Consent Decree. The Licensee shall retain the right to challenge the Commission's interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of that portion of the Order adopting this Consent Decree, neither the Licensee nor the Commission shall contest the validity of the Consent Decree or that portion of the Order adopting this Consent Decree, and the Licensee shall waive any statutory right to a trial *de novo*. The Licensee hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

11. **Authorized Representatives.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree.

12. **Subsequent Rule or Order**. The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an Order specifically intended to revise the terms of this Consent Decree to which the Licensee does not expressly consent), that provision will be superseded by such Commission Rule or order.

13. **Successors and Assigns**. The Licensee agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

14. **Final Settlement**. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties. The Parties further agree that this Consent Decree does not constitute either adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance with the requirements of the Act or the Commission's Rules and orders. The Parties agree that this Consent Decree is for settlement purposes only and that by agreeing to this Consent Decree, the Licensee does not admit or deny noncompliance, violation or liability for violating the Act, the Commission's Rules or orders in connection with the matters that are the subject of this Consent Decree.

15. **Modification**. This Consent Decree cannot be modified without the advance written consent of both Parties.

16. **Paragraph Headings**. The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

17. **Counterparts**. This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

FEDERAL COMMUNICATIONS COMMISSION

By: Marlene H. Dortch
Name: Marlene H. Dortch
Its: Secretary

NBC TELEMUNDO LICENSE CO.

By: Margaret L. Tobey
Name: Margaret L. Tobey
Its: Assistant Secretary

STATEMENT OF
CHAIRMAN JULIUS GENACHOWSKI

Re: *Applications of Comcast Corporation, General Electric Company and NBC Universal, Inc. For Consent to Assign Licenses and Transfer Control of Licensees,* MB Docket No. 10-56

After a thorough review, we have adopted strong and fair merger conditions to ensure this transaction serves the public interest.

The conditions include carefully considered steps to ensure that competition drives innovation in the emerging online video marketplace.

Our approval is also structured to spur broadband adoption among underserved communities; to increase broadband access to schools and libraries; and to increase news coverage, children's television, and Spanish-language programming.

I commend the excellent work of the FCC staff; this was an endeavor that involved almost every Bureau and Office. I also want to thank Assistant Attorney General Varney and her staff for their close collaboration throughout this review.

DISSENTING STATEMENT OF COMMISSIONER MICHAEL J. COPPS

Re: *Applications of Comcast Corporation, General Electric Company and NBC Universal, Inc. For Consent to Assign Licenses and Transfer Control of Licensees*, MB Docket 10-56

Comcast's acquisition of NBC Universal is a transaction like no other that has come before this Commission—ever. It reaches into virtually every corner of our media and digital landscapes and will affect every citizen in the land. It is new media as well as old; it is news and information as well as sports and entertainment; it is distribution as well as content. And it confers too much power in one company's hands.

For any transaction that comes before this Commission, our statutory obligation is to weigh the promised benefits against the potential harms so as to determine whether the public interest is being served. There are many potential harms attending this transaction—even the majority recognizes them. But all the majority's efforts—diligent though they were—to ameliorate these harms cannot mask the truth that this Comcast-NBCU joint venture grievously fails the public interest. I searched in vain for the benefits. I could find little more than such touted gains as "the elimination of double marginalization." Pardon me, but a deal of this size should be expected to yield more than the limited benefits cited. I understand that economies and efficiencies could accrue to the combined Comcast-NBCU venture, but look a little further into the decision and you will find that any such savings will not necessarily be passed on to consumers. When they tell you that at the outset, don't look for lower cable or Internet access bills. As companies combine and consolidate, consumers have seen their cable bills out-strip the Consumer Price Index by orders of magnitude.

Many of the new commitments that have been added aim no higher than maintaining the status quo. The status quo is not serving the public interest.

It is also claimed that the duration of the commitments made by Comcast-NBCU are longer than any that have been attached to previously-approved mergers. That may be true—but it is also true that power is patient and that big businesses can bide their time when they have to in order to reap the fullest harvest.

While approval of this transaction was from its announcement the steepest of climbs for me, given my long-standing opposition to the outrageous media consolidation this country has experienced over the past few decades, I did meet with stakeholders on all sides to make sure I understood their perspectives on the matter. And I worked to develop ideas to minimize the harms and to advance at least some positive public interest benefits. I know my colleagues worked assiduously on this proceeding, too. Commissioner Clyburn, for example, worked successfully to achieve commitments from Comcast-NBCU to improve diversity, expand broadband deployment in unserved areas and increase broadband adoption by low-income households. The Chairman and his team, led by John Flynn, and many, many other members of the FCC team put more effort into this transaction than I have seen put into any transaction during my nearly ten years here at the Commission. I also salute the unprecedented cooperation between the agency and the Department of Justice.

But at the end of the day, the public interest requires more—much more—than it is receiving. The Comcast-NBCU joint venture opens the door to the cable-ization of the open Internet. The potential for walled gardens, toll booths, content prioritization, access fees to reach end users, and a stake in the heart of independent content production is now very real.

As for the future of America's news and journalism, I see nothing in this deal to address the fundamental damage that has been inflicted by years of outrageous consolidation and newsroom cuts. Investigative journalism is not even a shell of its former self. All of this means it's more difficult for citizens to hold the powerful accountable. It means thousands of stories go unwritten. It means we never hear about untold instances of business corruption, political graft and other chicanery; it also means we don't hear enough about all the good things taking place in our country every day. The slight tip of the hat that the applicants have made toward some very limited support of local media projects does not even begin to address the core of the problem. Given that this merger will make the joint venture a steward of the public's airwaves as a broadcast licensee, I asked for a major commitment of its resources to beef up the news operation at NBC. That request was not taken seriously. Increasing the quantity of news by adding hours of programming is no substitute for improving the quality of news by devoting the necessary resources. Make no mistake: what is at stake here is the infrastructure for our national conversation—the very lifeblood of American democracy. We should be moving in precisely the opposite direction of what this Commission approves today.

There are many other facets of the joint venture that trouble me. I worry, for example, about the future of our public broadcast stations. Comcast-NBCU has committed to carry the signals of any of those stations that agree to relinquish the spectrum they are presently using. Will public television no longer be available to over-the-air viewers? And, what happens when the duration of this commitment has run its course? Might the public station be dropped to make room for yet more infotainment programming? In too many communities, the public television station is the last locally owned and operated media outlet left. Public television is miles ahead of everyone else in making productive, public interest use of the digital multi-cast spectrum licensed to it. Why in the world would we gamble with its future?

While the item before the Commission improves measurably on the program access, program carriage and online video provisions originally offered by the applicants, I believe loopholes remain that will allow Comcast-NBCU to unduly pressure both distributors, especially small cable companies, and content producers who sit across the table from the newly-consolidated company during high-stakes business negotiations for programming and carriage. Even when negotiations are successful between the companies, consumers can still expect to see high prices get passed along to them, as Comcast-NBCU remains free to bundle less popular programming with must-have marquee programming. Given the market power that Comcast-NBCU will have at the close of this deal over both programming content and the means of distribution, consumers should be rightfully worried.

In sum, this is simply too much, too big, too powerful, too lacking in benefits for American consumers and citizens. I have respect for the business acumen of the applicants, and have no doubts that they will strive to make Comcast-NBCU a financial success. But simply blessing business deals is not the FCC's statutorily-mandated job. Our job is to determine whether the record here demonstrates that this new media giant will serve the public interest. While I welcome the improvements made to the original terms, at the end of the day this transaction is a huge boost for media industry (and digital industry) consolidation. It puts new media on a road traditional media should never have taken. It further erodes diversity, localism and competition—the three essential pillars of the public interest standard mandated by law. I would be true to neither the statute nor to everything I have fought for here at the Commission over the past decade if I did not dissent from what I consider to be a damaging and potentially dangerous deal.

JOINT CONCURRING STATEMENT OF COMMISSIONERS ROBERT M. MCDOWELL AND MEREDITH ATTWELL BAKER

Re: *Applications of Comcast Corporation, General Electric Company and NBC Universal, Inc. For Consent to Assign Licenses and Transfer Control of Licensees*, MB Docket No. 10-56

Combining assets of Comcast Corporation (Comcast) and NBC-Universal, Inc. (NBCU) is a complex and significant transaction that has the potential to bring exciting benefits to consumers that outweigh potential harms.

However interesting and intricate the issues raised by the combination of Comcast and NBCU may be, as a matter of law, our role at the Commission is limited to ensuring that the transaction complies with all applicable statutory provisions, such as ensuring that the license transfers are in the public interest. Our analysis should only include a thorough examination of the potential benefits and harms of the transaction. Any proposed remedies should be narrow and transaction specific, tailored to address particular anti-competitive harms. License transfer approvals should not serve as vehicles to extract from petitioners far-reaching and non-merger specific policy concessions that are best left to broader rulemaking or legislative processes.

The Commission's approach to merger reviews has become excessively coercive and lengthy. This transaction is only the most recent example of several problematic FCC merger proceedings that have set a trend toward more lengthy and highly regulatory review processes that may discourage future transactions and job-creating investment.

In this instance, our review exceeded its limited statutory bounds. Many of the conditions in the Memorandum Opinion and Order (Order) and commitments outlined in separate letter agreements were agreed to by the parties. The resulting Order is a wide-ranging regulatory exercise notable for its "voluntary" conditions that are not merger specific. The same is true for the separate "voluntary" commitments outlined in Comcast's letter of agreement dated January 17, 2011. While many of these commitments may serve as laudable examples of good corporate citizenship, most are not even arguably related to the underlying transaction. In short, the Order goes too far.

More significantly, the Order has the potential to shape the future of entire industries, including the nascent online video market, on the basis of a record that is by necessity limited to facts pertaining only to the two parties. At a time of innovation and experimentation that is both dynamic and disruptive, the Order fails to recognize that the contours of our collective video future are best shaped outside the Beltway.

To secure approval of the underlying transaction, we therefore concur.

STATEMENT OF
COMMISSIONER MIGNON L. CLYBURN

Re: Applications of Comcast Corporation, General Electric Company and NBC Universal, Inc., For Consent to Assign Licenses and Transfer Control of Licenses, MB Docket 10-56.

Since the news first broke about the proposed Comcast/NBCU transaction, I have had no shortage of people warning me about the potential downsides of media consolidation on this scale. Hearing the concerns of many whom I trust and respect, I decided to go head-to-head with the Applicants on the aspects of the Joint Venture about which I feel strongly.

Although I recognize that the companies have made an unprecedented number of commitments which have since been amplified through agreements with numerous third parties, my office's inquiry did not end there. We met with many of the interested parties, some of them multiple times, and listened closely to ensure that their concerns were fully taken into account as the Commission drafted this decision.

The process shifted back and forth between collaboration and debate, but in the end, we managed to agree on many crucial aspects. I was pleased to see that the Order approving this transaction imposes additional conditions on the Applicants in a number of areas, including: increasing the number of years that the Joint Venture is required to expand the amount of local programming at NBCU and Telemundo Owned and Operated Stations; promoting the availability of the Joint Venture's programming to small cable operators; and preventing retaliation against any entities who seek to exercise rights in this Order or participated in this proceeding. For these reasons and others, I am willing to find that this transaction serves the public interest.

This Commission has conducted one of the most rigorous reviews of a transaction ever. There have been opportunities for public participation through an extensive pleading cycle, in an open forum outside Washington, and through numerous meetings. I am pleased that extraordinary numbers of interested people and organizations have made their voices heard on a wide variety of topics. As a result of our analysis as the expert agency, the Commission has adopted an array of conditions to promote localism, competition, and diversity that are based on the record and ensure that this transaction not only prevents anticompetitive conduct, but delivers public interest benefits.

I pressed Comcast and NBC on myriad concerns, and the Order includes a number of strong conditions to address the potential harms that the Joint Venture could cause. In addition to those mentioned above, there is robust and thoroughly vetted language that will safeguard journalistic independence, competition in the MVPD and OVD markets, availability of video programming to small MVPDs, children's programming and public access, educational and/or governmental programming, and discrimination against unaffiliated video programming.

The breadth of the applicants' voluntary commitments is not insignificant. The parties will be taking steps to improve diversity of viewpoint and programming, preserving an open Internet through conditions and an enforceable agreement, and other unprecedented initiatives that will benefit consumers. Additionally, the numerous Memoranda of Understanding agreed to by the Applicants and interested parties will serve to keep the new entity honest in promoting diversity at every level of its businesses, and I will be watching closely with my large megaphone in hand should these agreements be ignored.

The adoption commitment in the Order is groundbreaking and will hopefully serve to chip away at the barriers that keep low-income and minority citizens from accessing the Internet. Having spoken to many students and parents during my time as a Commissioner, I have come to the conclusion that basic word processing skills, computer literacy, and general Internet know-how are all best realized and attained via early broadband adoption. Children with access to competent hardware and up-to-date software are far less likely to fall into the steep and perilous crevasse we know as the digital divide, a lonely place in which too many lower-income and minority children are currently stuck.

With that in mind, I urged Comcast and NBCU to break new ground, to really and truly reach out and touch America's children through an adoption program that is bold, proactive, and realistic with regard to affordability. I sought and obtained assurances that the companies would not embark on a child-directed program just for the sake of doing so, and not to simply check the adoption box in launching a weakly-targeted and poorly-constructed outreach effort that is doomed to produce poor results even before it begins.

The adoption initiative that is detailed in the Order is well-crafted, ambitious, and has enormous potential. By offering the possibility of affordable, high-speed broadband to families included in the Department of Education's School Lunch Program, not only will school-age children be able to explore the infinite worlds of the web, but the others in their homes will be able to join them. Many of these individuals think of a home computer with Internet access as an unattainable luxury, and the broadband adoption program will bring these students and their families as close to household Internet access as they have ever been.

I am also optimistic about the anti-retaliation language that the Order solidifies, as for the first time this Commission has addressed the nascent online video marketplace in a way that allows innovation and investment to flourish while preventing anti-competitive conduct. Up until now, online video distributors have lived in fear of having Comcast refuse to carry their programming if they offered it online. But now, if a content provider licenses its programming to an online video distributor, like Netflix, it will be protected from retaliatory discrimination. The language in the Order will also protect companies if they flag any possible discriminatory actions to the FCC, enabling OVDs to be silent no more should they feel the heavy hand of an Internet giant pushing them aside for no other reason than to avoid basic competition.

It was of vital importance to me that our anti-retaliation provisions protect the numerous actors, writers, and companies that were willing to come forward and describe the difficulties they have faced in the film and television industries, and this Order ensures their freedom to speak openly.

I also focused on the availability of the Joint Venture's programming to small cable operators. I wanted to be sure that the small businesses serving consumers in rural areas would be able to obtain the Joint Venture's programming at reasonable prices. By allowing those small cable operators who serve 1.5 million subscribers or fewer to use a bargaining agent and baseball-style arbitration, I believe we have provided a means for them to obtain programming at reasonable rates. Likewise, for those operators with 600,000 or fewer subscribers, we addressed their ability to go to arbitration on an individual basis by providing that the arbitration costs of the Joint Venture are indeed borne by the Joint Venture whether it wins or loses.

There were a number of parties who urged me to vote to deny this license transfer application because the Applicants did not voluntarily commit to making sufficient and measurable, improvements in the areas of diversity of viewpoint and diversity of programming. Some also argued that without sufficient measurable improvements, the Applicants were simply making empty promises to promote diversity of viewpoint and programming. I carefully considered these arguments.

On the other hand, I also weighed the number of voluntary commitments the Applicants initially made to substantially improve the amount of local programming. For example, the Applicants agreed, for three years from the closing of this transaction, the NBC Owned and Operated Stations will collectively produce an additional 1,000 hours per year of local news and information programming. In addition, after further discussions, the Applicants agreed to commit to increased opportunities for participation by journalists and programming creators from the local communities. The Applicants also agreed that, when soliciting cooperative arrangements with Online News Partners, to provide information stating that it is committed to enhancing diversity of viewpoint and programming and that the diversity of backgrounds in the individuals that comprise these non-profit news organizations is a relevant factor in determining if its Online News Partners can promote a diversity of voices. I was pleased to see that, at my request, this Order requires the Applicants to extend to five years their commitments to increased local programming.

After considering these additional voluntary commitments from the Applicants, I determined that their resolve to improve diversity of view point and programming is credible and they deserve discretion in taking steps they feel are necessary to make additional tangible improvements in those areas.

I encourage people to speak out should they see the slightest bit of programming discrimination or any other type of questionable behavior from the soon-to-be-formed entity. My door will remain open and I will be perpetually available to field any and all future concerns in this regard.

Thus, it is with far more comfortable optimism than fearful skepticism that I vote to affirm the joint venture between Comcast and NBC Universal. My staff and I collectively spent hundreds of hours dissecting the order and debating new language, envisioning how the potential harms could quickly become sad realities, and ways in which we could safely prevent them. At all times, at the front of my mind, was whether or not this transaction is in the best interest of the public, and if it would end up doing more damage than good. I stressed over the thought of looking back at this, many years from now, and wishing that I could rescind my vote due to all of the negative effects that resulted from the merger of these two companies. But after all of my hesitation, soul-searching, and long hours of review, I am confident that, if the parties live up to the terms of the voluntary commitments from the applicants and the conditions that we have imposed on them, this transaction will result in more benefits to consumers than harms.

I expect the parties to live up to the letter and spirit of their commitments. I, and the American people, will be watching.