

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

In the Matter of	)	
	)	
	)	File Nos.: EB-IHD-24-00036782
Paramount Global	)	EB-IHD-23-00035899
	)	EB-IHD-23-00035485
	)	CD Acct. No.: 202532080003
	)	FRN: 0003612447

**ORDER**

**Adopted: December 20, 2024**

**Released: December 20, 2024**

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) has entered into a Consent Decree to resolve its investigations into whether entities owned, operated or controlled by Paramount Global (collectively, Paramount Global) violated laws governing the Emergency Alert System (EAS)<sup>1</sup> by improperly transmitting or causing to be transmitted EAS codes or the Attention Signal, or recordings or simulations thereof (collectively, EAS Tones), during (i) the CBS Television Network program *Young Sheldon* broadcast on May 18, 2023, (ii) the CBS syndicated television program *Entertainment Tonight* broadcast on October 25, 2023, and (iii) the CBS News Radio program *Top of the Hour* broadcast on June 6, 2024, each in the absence of an actual emergency, authorized Emergency Alert System test, or qualified public service announcement. These laws preserve and protect the ability of EAS Tones to be heeded and perform important functions during actual emergencies, such as gaining the listener’s or viewer’s attention prior to the transmission of potentially life-saving information and conveying specially coded signals to activate critical emergency equipment. To settle this matter, Paramount Global (i) admits that it violated laws governing the EAS in connection with the CBS syndicated television program *Entertainment Tonight* broadcast on October 25, 2023; (ii) admits that it violated laws governing the EAS in connection with the CBS News Radio program *Top of the Hour* broadcast on June 6, 2024; and (iii) admits certain facts regarding the CBS Television Network program *Young Sheldon* broadcast on May 18, 2023. In addition, Paramount Global agrees to implement a compliance plan and to pay a \$244,952 civil penalty.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigations regarding Paramount Global’s compliance with section 11.45 of the Commission’s rules.<sup>2</sup>

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<sup>1</sup> 47 CFR § 11.45.

<sup>2</sup> 47 CFR § 11.45.

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Paramount Global's basic qualifications to hold or obtain any Commission license or authorization.<sup>3</sup>

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Communications Act of 1934, as amended, 47 U.S.C. § 154(i), and the authority delegated by sections 0.111 and 0.311 of the Commission's rules, 47 CFR §§ 0.111, 0.311, the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matters **ARE TERMINATED** in accordance with the terms of the attached Consent Decree.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to John Bagwell, SVP and Associate General Counsel, Paramount Global, 1515 Broadway, New York, NY 10036, and to Kathleen A. Kirby, Ari S. Meltzer, and Kyle M. Gutierrez, Wiley Rein LLP, 2050 M St. NW, Washington, D.C. 20036.

FEDERAL COMMUNICATIONS COMMISSION

Peter S. Hyun  
Acting Chief  
Enforcement Bureau

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<sup>3</sup> See 47 CFR § 1.93(b).

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Paramount Global	)	EB-IHD-23-00035899
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	)	CD Acct. No.: 202532080003
	)	FRN: 0003612447

**CONSENT DECREE**

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) and Paramount Global, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigations into whether entities owned, operated or controlled by Paramount Global violated section 11.45 of the Commission’s rules<sup>1</sup> in connection with transmitting or causing to be transmitted Emergency Alert System tones during (i) the CBS Television Network program *Young Sheldon* broadcast on May 18, 2023, (ii) the CBS Media Ventures syndicated television program *Entertainment Tonight* broadcast on October 25, 2023, and (iii) the CBS News Radio program *Top of the Hour* broadcast on June 6, 2024, in the absence of an actual emergency, authorized Emergency Alert System test, or qualified public service announcement. To resolve this matter, Paramount Global agrees to implement a compliance plan and pay a \$244,952 civil penalty.

**I. DEFINITIONS**

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended.<sup>2</sup>
  - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) “Affiliate” means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this definition, “own” means to own an equity interest (or the equivalent thereof) of more than 10%. *See* 47 U.S.C. § 153.
  - (d) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
  - (e) “CD Acct No.” means account number 202532080003, associated with payment obligations described in paragraph 22 of this Consent Decree.
  - (f) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
  - (g) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Paramount

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<sup>1</sup> 47 CFR § 11.45.

<sup>2</sup> 47 U.S.C. § 151 *et seq.*

Global is subject by virtue of its business activities, including but not limited to the EAS Rules.

- (h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 18.
- (i) “Covered Employees” means all Paramount Global division employees and agents whose function is to produce or distribute programming for broadcast over television or radio who perform, supervise, oversee, or manage the performance of, duties that relate to Paramount Global’s responsibilities under the Communications Laws, including but not limited to the EAS Rules.
- (j) “EAS” means the Emergency Alert System.
- (k) “EAS Rules” means the rules and regulations embodied in part 11 of the Rules, including but not limited to section 11.45 of the Rules;<sup>3</sup> other Communications Laws related to the EAS; and the published and promulgated orders and decisions of the Commission regarding the proper use of EAS Tones.
- (l) “EAS Tones” means any part of the four-part message used to activate an emergency alert, specifically: the Preamble and EAS Header Codes (collectively, EAS Header Codes); audio Attention Signal (Attention Signal); message; and Preamble and EAS End Of Message (EOM) Codes (collectively, EAS EOM Codes), as defined in section 11.31 of the Rules,<sup>4</sup> as well as any simulations thereof.
- (m) “Effective Date” means the date by which both the Bureau and Paramount Global have signed the Consent Decree and the Bureau has released an Adopting Order.
- (n) “Investigations” means the investigations commenced by the Bureau in File Nos. EB-IHD-24-00036782, EB-IHD-23-00035899, and EB-IHD-23-00035485 regarding whether Paramount Global violated the EAS Rules.
- (o) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Paramount Global to implement the Compliance Plan.
- (p) “Parties” means Paramount Global and the Bureau, each of which is a “Party.”
- (q) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (r) “Paramount Global” means Paramount Global and its Affiliates, subsidiaries, divisions of Affiliates and subsidiaries, predecessors-in-interest, and successors-in-interest, including but not limited to CBS Broadcasting Inc., The CBS Television Network, CBS News Radio, and CBS Media Ventures.

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<sup>3</sup> 47 CFR. § 11.45.

<sup>4</sup> *Id.* § 11.31.

- (s) “Self-Report Email” means an email sent to the Commission pursuant to section 11.45(b) of the Commission’s rules.<sup>5</sup>

## II. BACKGROUND

3. Section 11.45 of the Rules provides that “[n]o person may transmit or cause to transmit the EAS codes or Attention Signal, or a recording or simulation thereof, in any circumstance other than in an actual National, State or Local Area emergency or authorized test of the EAS; or as specified in [sections] 10.520(d), 11.46, and 11.61 of this chapter.”<sup>6</sup>

4. The EAS is the national public warning system that requires broadcasters, cable television operators, wireline video service providers, satellite digital audio radio service providers, and direct broadcast satellite providers to supply the communications capability to the President of the United States to address the American public during a national emergency. Federal, state, and local authorities may also use the EAS to deliver emergency information, such as AMBER alerts and weather information targeted to specific areas. The Commission has repeatedly warned that the use of simulated or actual EAS Tones for non-authorized purposes—such as commercial or entertainment purposes—can lead to dangerous “alert fatigue” whereby the public becomes desensitized to the alerts, questioning whether the alerts are for a real, imminent threat or some other cause. Moreover, because the EAS Tones include operative data elements, the misuse of simulated or actual EAS Tones may result in false activations of the EAS that can spread false information or lock out legitimate activations of the EAS. Unauthorized use of the EAS Tones thus presents a substantial threat to public safety.<sup>7</sup>

5. Paramount Global is a Delaware Corporation and multinational media and entertainment company headquartered in New York, New York.<sup>8</sup>

6. CBS News Radio, File No. EB-IHD-24-00036782. On June, 7, 2024, Paramount Global sent a Self-Report Email to the Commission indicating that CBS News Radio, in distributing a news story concerning an event at Universal Studios, may have improperly transmitted or caused to be transmitted an EAS tone or simulation thereof on June 6, 2024.<sup>9</sup> The Bureau sent a letter of inquiry to Paramount Global

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<sup>5</sup> *Id.* § 11.45(b) (providing that “[n]o later than twenty-four (24) hours of an EAS Participant's discovery (*i.e.*, actual knowledge) that it has transmitted or otherwise sent a false alert to the public, the EAS Participant shall send an email to the Commission at the FCC Ops Center at FCCOPS@fcc.gov, informing the Commission of the event and of any details that the EAS Participant may have concerning the event.”).

<sup>6</sup> *Id.* § 11.45(a). Section 10.520(d)(1) of the Rules provides, in pertinent part, that “[n]o person may transmit or cause to transmit the WEA common audio attention signal, or a recording or simulation thereof, in any circumstance other than in an actual National, State or Local Area emergency or authorized test, except as designed and used for Public Service Announcements.” *Id.* § 10.520(d)(1). Section 11.46 of the Rules provides, in pertinent part, that “EAS Participants may use the EAS Attention Signal and a simulation of the EAS codes as provided by FEMA in EAS Public Service Announcements (PSAs) (including commercially-sponsored announcements, infomercials, or programs) provided by federal, state, and local government entities, or non-governmental organizations, to raise public awareness about emergency alerting.” *Id.* § 11.46. Section 11.61 of the Rules provides, in pertinent part, that “EAS Participants shall conduct tests [of EAS procedures] at regular intervals.” *Id.* § 11.61.

<sup>7</sup> *See, e.g., Fox Corporation d/b/a Fox Television Stations, LLC et al., Notice of Apparent Liability for Forfeiture*, 38 FCC Rcd 777, 777-78, at paras. 2-3 (2023) (forfeiture paid).

<sup>8</sup> *See, e.g., Letter from Kathleen A. Kirby, Wiley Rein LLP, Counsel to Paramount Global, to Drew Tobias, Kenneth Scheibel, Patrick McGrath, Federal Communications Commission, Enforcement Bureau, Investigations and Hearings Division, at 9 (Jul. 31, 2024) (on file in File No. EB-IHD-24-00036782) (CBS News Radio LOI Response).*

<sup>9</sup> Email from John W. Bagwell, Senior Vice President and Associate General Counsel, Paramount Global, to FCC Operations Center (June 7, 2024) (on file in File No. EB-IHD-24-00036782) (CBS News Radio Self-Report Email).

on July 1, 2024,<sup>10</sup> to which Paramount Global timely responded on July 31, 2024.<sup>11</sup> According to Paramount Global, on June 6, 2024, CBS News Radio employees prepared and distributed to approximately 400 affiliated radio stations for immediate and simultaneous broadcast at 4:00 PM ET a “Top of the Hour” newscast containing approximately three seconds of the EAS Attention Signal or an indistinguishable facsimile thereof (the Programming). A CBS News Radio employee obtained the audio clip containing the Attention Signal from a video posted by Universal Studios on YouTube. The employee failed to recognize the EAS Attention Signal for what it was, and no other employee of CBS News Radio reviewed the clip before it was distributed for simultaneous broadcast by CBS News Radio’s network affiliated radio stations. Most of those radio stations then broadcast the Programming. The distribution of the Programming and subsequent transmissions were not in connection with an actual emergency, authorized test of the EAS, or qualified public service announcement. Following the 4:00 PM ET newscast, CBS News Radio deleted the story from its digital systems and did not include it in any subsequent newscasts.<sup>12</sup>

7. CBS-Entertainment Tonight, File No. EB-IHD-23-00035899. On October 25, 2023, Paramount Global sent a Self-Report Email to the FCC regarding its distribution on October 24, 2023 of an episode of its daily syndicated newsmagazine program *Entertainment Tonight* (October 24 ET Episode).<sup>13</sup> The CBS-ET Self-Report Email stated that “a brief excerpt of the broadcast EAS tones, lasting approximately one second, appears to have been aired during the October 24, 2023 episode of the program *Entertainment Tonight*.”<sup>14</sup> The Bureau sent a letter of inquiry to Paramount Global on December 11, 2023,<sup>15</sup> to which Paramount Global timely responded on February 9, 2024.<sup>16</sup> The investigation confirmed the statement made by Paramount Global in its CBS-ET Self-Report Email. In particular, the first syndicated feed of the October 24 ET episode contained a roughly one-second sound effect consisting of either an actual EAS Attention Signal or an indistinguishable facsimile thereof. Paramount Global obtained the video clip containing the Attention Signal from a third party as part of an electronic press kit for an upcoming film. Paramount Global transmitted the first syndicated feed of the October 24 ET Episode to numerous of its own television stations and affiliated television stations that then broadcast the October 24 ET Episode. None of the transmissions of the October 24 ET Episode was in connection with an actual emergency, authorized test of the EAS, or qualified public service announcement.

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<sup>10</sup> Letter from Patrick M. McGrath, Division Chief, Investigations and Hearings Division, Enforcement Bureau, FCC, to Christa A. D’Alimonte, Executive Vice President, General Counsel, and Secretary, Paramount Global, and John Bagwell, SVP and Associate General Counsel, Paramount Global (July 1, 2024) (on file in File No. EB-IHD-24-00036782) (CBS News Radio LOI).

<sup>11</sup> CBS News Radio LOI Response.

<sup>12</sup> *Id.* at 1-4, 9-15, Exhibit B.

<sup>13</sup> Email from Martha Heller, Vice President of Government Relations and Regulatory Counsel, Paramount Global, to FCC Operations Center (Oct. 24, 2023) (on file in EB-IHD-23-00035899) (CBS-ET Self-Report Email).

<sup>14</sup> *Id.*

<sup>15</sup> Letter of Inquiry from Patrick M. McGrath, Chief, Investigations and Hearings Division, Enforcement Bureau, FCC, to Christa A. D’Alimonte, Executive Vice President, General Counsel, and Secretary, Paramount Global and John Bagwell, SVP and Associate General Counsel, Paramount Global and ViacomCBS, Inc. (Dec. 11, 2023) (on file in EB-IHD-23-00035899) (CBS-ET LOI).

<sup>16</sup> Letter from Kathleen A. Kirby, Ari S. Meltzer, and Kyle M. Gutierrez, Wiley Rein LLP, Counsel to CBS, to Drew Tobias, Kenneth Scheibel, and Patrick McGrath, Investigations and Hearings Division, Enforcement Bureau, FCC (Feb. 9, 2024) (CBS-ET LOI Response).

Paramount Global removed the sound effect from subsequent syndicated feeds of the October 24 ET Episode.<sup>17</sup>

8. CBS-Young Sheldon, File No. EB-IHD-23-00035485. On May 18, 2023, the CBS Television Network transmitted to CBS owned stations and affiliated stations an episode of the program *Young Sheldon* (May 18 YS Episode), which was then immediately broadcast by those stations.<sup>18</sup> Promptly thereafter, the Commission became aware that the May 18 YS Episode might have included an improper use of EAS Tones.<sup>19</sup> The Bureau sent to Paramount Global a letter of inquiry on July 27, 2023 and a supplemental letter of inquiry on January 10, 2024,<sup>20</sup> to which Paramount Global timely responded on August 28, 2023 and January 22, 2024, respectively.<sup>21</sup>

9. The sounds at issue occur during a scene in the May 18 YS Episode in which certain characters are driving in a car in severe weather and become aware, via language and distinctive sounds on their car radio, of an impending tornado. What the characters (and thus the viewing/listening audience) heard from the car radio was, in succession (i) scripted dialogue consisting of a dramatic interpretation of a National Weather Service Tornado Warning; (ii) a sequence of five artificial noises (simultaneous with scripted dialogue between the characters on screen); (iii) scripted dialogue between the characters on screen (with sirens and scripted dialogue consisting of a dramatic interpretation of a National Weather Service Tornado Warning in the background); (iv) a sequence of five artificial noises (simultaneous with scripted dialogue between the characters on screen); and (v) scripted dialogue of a dramatic interpretation of the beginning of a National Weather Service warning.<sup>22</sup> Paramount Global transmitted the May 18 YS Episode to its own television stations and to CBS Television Network affiliated television stations across the country, in the absence an actual emergency, authorized test of the EAS, or qualified public service announcement.<sup>23</sup>

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<sup>17</sup> *Id.* at 2-6, 10, 14-20, 22, Exhibit A.

<sup>18</sup> *See, e.g.*, Letter from Kathleen A. Kirby, Ari S. Meltzer, and Kyle M. Gutierrez, Wiley Rein LLP, Counsel to Paramount Global, to Jennifer Lewis, Frederick Giroux, and Patrick McGrath, Investigations and Hearings Division, Enforcement Bureau, FCC, at 6 (Aug. 28, 2023) (on file in EB-IHD-23-00035485) (CBS-YS LOI Response). Letter from Kathleen A. Kirby, Ari S. Meltzer, and Kyle M. Gutierrez, Wiley Rein LLP, Counsel to Paramount Global, to Alex Starr, Kenneth Scheibel, and Patrick McGrath, Investigations and Hearings Division, Enforcement Bureau, FCC, at 3-5, Exhibit A (Jan. 22, 2024) (on file in EB-IHD-23-00035485) (CBS-YS Supplemental LOI Response). On May 20, 2023, Paramount Global filed a Self-Report Email stating: “This email is to notify the FCC that an episode of *Young Sheldon* broadcast on the CBS Network on Thursday, May 18, 2023 included a scene in which characters in a vehicle encounter severe weather. For clarity, the sound effects utilized in the episode were not the Emergency Alert System tones, but we are nonetheless reporting this out of an abundance of caution.” *See* CBS-YS LOI Response at 21.

<sup>19</sup> *See, e.g.*, CBS-YS LOI Response at 6 (stating that “Paramount [Global] understands that some CBS affiliates elected to submit reports to the FCC Operations Center about [the May 18 YS Episode]”).

<sup>20</sup> Letter from Patrick M. McGrath, Chief, Investigations and Hearings Division, Enforcement Bureau, FCC, to Christa A. D’Alimonte, Executive Vice President, General Counsel, and Secretary, Paramount Global and Mr. John Bagwell, SVP and Associate General Counsel, ViacomCBS Inc. (July 27, 2023) (on file in EB-IHD-23-00035485) (CBS-YS LOI); Email from Kenneth Scheibel, Assistant Chief, Investigations and Hearings Division, Enforcement Bureau, FCC, to Christa A. D’Alimonte, Executive Vice President, General Counsel, and Secretary, Paramount Global, John Bagwell, SVP and Associate General Counsel, ViacomCBS Inc., and Kathleen A. Kirby, Ari S. Meltzer, Kyle M. Gutierrez, Wiley Rein LLP, Counsel to Paramount Global and CBS (Jan. 10, 2024) (on file in EB-IHD-23-00035485) (CBS-YS Supplemental LOI).

<sup>21</sup> *See* CBS-YS LOI Response; CBS-YS Supplemental LOI Response.

<sup>22</sup> *See, e.g.*, CBS-YS LOI Response at 1-2, 5-6; CBS-YS Supplemental LOI Response at 1-3.

<sup>23</sup> *See, e.g.*, CBS-YS LOI Response at 16-20; CBS-YS Supplemental LOI Response at 1-3.

10. To resolve the Investigations, the parties now enter into this Consent Decree to ensure Paramount Global's future compliance with the EAS Rules.

### III. TERMS OF AGREEMENT

11. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

12. **Jurisdiction.** Paramount Global agrees for the purposes of this Consent Decree that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

13. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

14. **Termination of Investigations.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigations. In consideration for the termination of the Investigations, Paramount Global agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigations through the Effective Date, or the existence of this Consent Decree, to institute any new proceeding on its own motion against Paramount Global concerning the matters that were the subjects of the Investigations, or to set for hearing the question of Paramount Global's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigations.<sup>24</sup>

15. **Admission of Liability.** Paramount Global admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 14 herein, that its actions described in paragraphs 6 and 7 of this Consent Decree violated the EAS Rules.

16. **Admission of Facts.** Paramount Global admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 14 herein, that paragraphs 8-9 contain a true and accurate description of the facts underlying the Investigation embodied in File No. EB-IHD-23-00035485. No other admissions regarding the Investigation embodied in File No. EB-IHD-23-00035485 are made by Paramount Global.

17. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Paramount Global shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Paramount Global complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the EAS Rules prior to assuming his/her duties.

18. **Compliance Plan.** For purposes of settling the matters set forth herein, Paramount Global agrees that it shall, within ninety (90) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and

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<sup>24</sup> See 47 CFR § 1.93(b).



with the terms and conditions of this Consent Decree. With respect to the EAS Rules, Paramount Global will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, Paramount Global shall establish Operating Procedures that all Covered Employees must follow to help ensure Paramount Global's compliance with the EAS Rules. Paramount Global's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Paramount Global does not transmit EAS Tones or simulations thereof absent an emergency or authorized EAS test. Paramount Global shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the EAS Rules.
- (b) **Compliance Manual.** Within ninety (90) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the EAS Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Paramount Global's compliance with the EAS Rules. Paramount Global shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current, complete and accurate. Paramount Global shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Paramount Global shall establish and implement a Compliance Training Program on compliance with the EAS Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Paramount Global's obligation to report any noncompliance with the EAS Rules under paragraph 19 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within ninety (90) calendar days after the Effective Date, except that: (i) any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee; and (ii) any Covered Employee who is on leave during the applicable training period shall be trained within thirty (30) calendar days after the date such person returns from leave. Paramount Global shall repeat compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

19. **Reporting Noncompliance.** Paramount Global shall report any noncompliance with the EAS Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Paramount Global has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Paramount Global has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Christopher Sova, Acting Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street NE, Washington, D.C. 20554, or his successor or designee (as may be identified by the Bureau to Paramount Global), with a copy submitted electronically to [Christopher.Sova@fcc.gov](mailto:Christopher.Sova@fcc.gov), [Kenneth.Scheibel@fcc.gov](mailto:Kenneth.Scheibel@fcc.gov), [Drew.Tobias@fcc.gov](mailto:Drew.Tobias@fcc.gov), and [Alex.Starr@fcc.gov](mailto:Alex.Starr@fcc.gov).

20. **Compliance Reports.** Paramount Global shall file compliance reports with the Commission one hundred and twenty (120) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Paramount Global's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the EAS Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Paramount Global, stating that the Compliance Officer has personal knowledge that Paramount Global: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 19 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.<sup>25</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Paramount Global, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that Paramount Global has taken or will take to remedy such noncompliance, including the schedule on which the proposed remedial actions will be taken; and (iii) the steps that Paramount Global has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to Christopher Sova, Acting Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street NE, Washington, D.C. 20554, or his successor or designee (as may be identified by the Bureau to Paramount Global), with a copy submitted electronically to [Christopher.Sova@fcc.gov](mailto:Christopher.Sova@fcc.gov), [Kenneth.Scheibel@fcc.gov](mailto:Kenneth.Scheibel@fcc.gov), [Drew.Tobias@fcc.gov](mailto:Drew.Tobias@fcc.gov), and [Alex.Starr@fcc.gov](mailto:Alex.Starr@fcc.gov).

21. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 17 through 20 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

22. **Civil Penalty.** Paramount Global will pay a civil penalty to the United States Treasury in the amount of \$244,952 within thirty (30) calendar days of the Effective Date. Paramount Global acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).<sup>26</sup> Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Paramount Global shall send electronic notification of payment to [Christopher.Sova@fcc.gov](mailto:Christopher.Sova@fcc.gov), [Kenneth.Scheibel@fcc.gov](mailto:Kenneth.Scheibel@fcc.gov), [Drew.Tobias@fcc.gov](mailto:Drew.Tobias@fcc.gov), and [Alex.Starr@fcc.gov](mailto:Alex.Starr@fcc.gov) on the date said payment is made. Payment of the Civil Penalty must be made by credit card using the Commission's Registration System (CORES) at

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<sup>25</sup> *Id.* § 1.16.

<sup>26</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<https://apps.fcc.gov/cores/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. The Commission no longer accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected.<sup>27</sup>

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. In the OBI field, enter the FRN(s) captioned above and the letters “FORF”. In addition, a completed Form 159<sup>28</sup> or printed CORES form<sup>29</sup> must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to [RROGWireFaxes@fcc.gov](mailto:RROGWireFaxes@fcc.gov) on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 or CORES may result in payment not being recognized as having been received. When completing FCC Form 159 or CORES, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).<sup>30</sup> For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

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<sup>27</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

<sup>28</sup> FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

<sup>29</sup> Information completed using the Commission’s Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/cores/userLogin.do>.

<sup>30</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

23. **Event of Default.** Paramount Global agrees that an Event of Default shall occur upon the failure by Paramount Global to pay the full amount of the Civil Penalty on or before the due date specified in this Consent Decree.

24. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Paramount Global.

25. **Waivers.** As of the Effective Date, Paramount Global 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 the Adopting Order. Paramount Global shall retain the right to challenge Commission 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 the Consent Decree or the Adopting Order, neither Paramount Global nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Paramount Global shall waive any statutory right to a trial *de novo*. Paramount Global hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>31</sup> relating to the matters addressed in this Consent Decree.

26. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

27. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

28. **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 Paramount Global does not expressly consent) that provision will be superseded by such Rule or order.

29. **Successors and Assigns.** Paramount Global agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

30. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigations. The Parties further agree that, with respect to the Investigation embodied in File No. EB-IHD-23-00035485, this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding regarding any compliance or noncompliance with the requirements of the Communications Laws.

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

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<sup>31</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

32. **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.

33. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

34. **Counterparts.** This Consent Decree may be signed in counterparts (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

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Peter S. Hyun  
Acting Chief  
Enforcement Bureau

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Date

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Caryn K. Groce  
EVP, Acting General Counsel and Secretary  
Paramount Global

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Date