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In Re Applications of:	)	
	)	No.: CS 97-171
CLASSIC SPORTS NETWORK	)	

C O R R E C T E D C O P Y

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D. C. 20554

In Re Applications of:	)	
	)	No.: CS 97-171
CLASSIC SPORTS NETWORK	)	

Courtroom 1
FCC
2000 L Street, N.W.
Washington, D.C.

Thursday,
November 6, 1997

The parties met, pursuant to the notice of the Judge, at 9:04 a.m.

BEFORE: HON. JOSEPH CHACHKIN
Judge

APPEARANCES:

For the Complainant:

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I N D E X

WITNESSES:	DIRECT	CROSS	REDIRECT	RECROSS	VOIR DIRE
None.					

Hearing Began: 9:04 a.m. Hearing Ended: 11:55 a.m.

1 P R O C E E D I N G S

2 (9:04 a.m.)

3 JUDGE CHACHKIN: All right. Let's go on the

4 record. May I have the appearances on behalf of the

5 parties? On behalf of Classic Sports Network, Inc.?

6 MR. HORTON: Phil Horton.

7 MR. GARRETT: Bob Garrett.

8 MR. HORTON: Both of Arnold and Porter.

9 JUDGE CHACHKIN: On behalf of Cablevision Systems

10 Corporation?

11 MR. DAVIS: Good morning, Your Honor. William

12 Davis and Greg Firehock.

13 JUDGE CHACHKIN: And on behalf of the Cable

14 Bureau?

15 MS. KLEIN: Deborah Klein and Alan Manuel.

16 JUDGE CHACHKIN: All right. The purpose of this

17 session, as I indicated in my order, was to resolve all

18 these discovery issues which have arisen. I must say at the

19 outset, looking at the designation order, this case appeared

20 to be quite simple and not very complex. The issues called

21 for determination of factual questions. Two factual

22 questions are involved. One, what credible proof is there,

23 if any, that Cablevision required a financial interest in

24 Classic Sports video programming service as a condition for

25 carriage on one or more of Cablevision's cable systems?

1 And the second factual issue is what credible
2 proof is there, if any, that Cablevision retaliated against
3 Classic Sports for failing to provide exclusive rights
4 against any other multichannel video programming
5 distributor, as a condition for carriage on one or more of
6 Cablevision's cable systems?
7 So it would appear that the crux of the case
8 involves this factual question, which will be determined on
9 the basis of, I assume, oral testimony by the participants
10 in any discussions concerning these two subject. What's
11 complicated the case is the answer to the complaint, where
12 Cablevision has raised all kinds of defenses which, it would
13 appear to me, are irrelevant to the question of whether in
14 fact there was any pressure put on by Cablevision on Classic
15 Sports.
16 It would seem to me that questions of price,
17 quality and channel usage are all irrelevant. Either this
18 occurred, either there is factual credible proof that
19 Cablevision required as a condition for carriage one of the
20 two things -- either a financial interest or a retaliative
21 course -- they want exclusivity, or they didn't.
22 But the case has now become very complicated
23 because of defenses raised which, as I say again, doesn't
24 seem to be very relevant to the issues. But if Cablevision
25 insists on raising these defenses, then obviously Classic

1 Sports has no choice but to explore these defenses.

2 So when Cablevision says that they don't want any

3 discovery, they want to limit discovery, and they want to

4 limit the number of the witnesses, it's all -- the ball is

5 in their court. If you want to withdraw your defenses,

6 which appear to me to have nothing to do with the issues in

7 this case, then we come back to a very simple case. If you

8 don't want to withdraw your defenses, then I have no choice.

9 But I have to afford an opportunity to counsel for Classic

10 Sports to explore every one of your defenses.

11 Now, that's all up to you, Mr. Davis. What do you

12 want to do?

13 MR. DAVIS: Well, it's an interesting point, Your

14 Honor. I'm glad you raised this at the outset, because what

15 we tried to do -- and I'd like to try to get your feedback

16 here. That's why I very much appreciate the Court's

17 introductory comments. What we tried to do in the answer is

18 to explain not only to deny the allegations of

19 improprieties, but to explain for the benefit of everyone

20 why Cablevision elected not to carry the programming

21 service, Classic Sports, on all of its systems.

22 So, although those points, as the Court correctly

23 notes, are not directly relevant to the allegations, we

24 thought it would be helpful to lay out for the Bureau and

25 for Your Honor the reasons why the decision was made not to

1 carry the service.

2 JUDGE CHACHKIN: But, as I say, you just can't lay

3 it out. It doesn't just lie there. Then the other side has

4 to have a right to find out whatever evidentiary support you

5 have for these defenses.

6 MR. DAVIS: Well, they're not --

7 JUDGE CHACHKIN: I mean, so you make the case,

8 perhaps unnecessarily complicated.

9 MR. DAVIS: As I say, I'm glad you raised this.

10 Because they're not really defenses, they're not affirmative

11 defenses, the way I think of affirmative defenses in the

12 sense of statute of limitations or estoppel. They're not

13 that sort of defenses. It's just an explanation from a

14 business point of view, essentially.

15 You know, they're alleging we did something

16 because of Reason A, namely retaliation or other improper

17 behavior. And we're saying, "No, that's not why we did it."

18 Which is really all we need to say, which is what I'm

19 hearing Your Honor say. All we really need to say is

20 "That's not why we did it." We went a step further and

21 said, "And if you'd like to know, here's why we did it."

22 And we don't need to prove any of -- as I say, B,

23 the B reasons why we did it. Really, as you say, they're

24 all tangential to whether or not we did A. So I don't know

25 if it's a matter of removing an affirmative defense as much

1 as it's with the tribunal benefit from the discussion at the
2 hearing as to why, from a business point of view,
3 Cablevision declined to carry the service on all of its
4 systems.
5 If that's something that you're not -- that the
6 tribunal's not interested in getting into, it wants to
7 address the focus question of whether Cablevision engaged in
8 the improprieties alleged, then Cablevision can do that. We
9 can limit the testimony simply to a denial of the
10 allegations.
11 JUDGE CHACHKIN: What is your view, Mr. Horton?
12 MR. HORTON: If we're not going to hear any
13 testimony or see any evidence on price, quality, channel
14 capacity -- as I understanding Mr. Davis -- I think I've
15 understood his position here all along, as he just stated,
16 which is that these are classic affirmative defenses. It's
17 simply we say one thing happened, and he says, "No, that's
18 not what happened. Something else altogether happened. You
19 didn't get coverage for a variety of reasons."
20 We all agree we didn't -- not coverage, carriage.
21 You didn't get carriage for some other reasons. And our
22 position is that those reasons are all post hoc things that
23 have been thought up by people after the fact. They tried
24 to think what are all the reasons that might be legal that
25 we can now chin up to set forth?

1 But they're going to show up to say, "Look, our
2 side of the story is we had no interest in buying you."
3 That never happened. But what our problem is that we have
4 nowhere to put you. We were absolutely full of channels, or
5 else -- I mean, we thought your stuff was terribly
6 overpriced, which is not the sort of -- you'll hear our
7 witnesses say it's not what was discussed in the
8 discussions. But if that's their story, as you said, we
9 ought to be entitled to inquire into it.
10 If Mr. Davis wants to say we're not going to talk
11 about price, we're not going to talk about channel capacity,
12 we're not going to talk about the quality of our program,
13 we're not going to claim that since some of the discussions
14 that took place were with Cablevision and some were with its
15 programming subsidiary, Rainbow -- he's not going to claim
16 that that's somehow -- then I agree. I don't think we need
17 the discovery. It's there because they raised all these
18 things and brought them into the case, and that's why we're
19 inquiring into them.
20 If they go out of the case, then we can drop it.
21 We'll come in and tell our story.
22 JUDGE CHACHKIN: I assume that from your point of
23 view, that you're going to try to demonstrate that
24 Cablevision required a financial interest or exclusivity as
25 a condition of carriage of Classic Sports Network?

1 MR. HORTON: Correct.

2 JUDGE CHACHKIN: And you're going to make that --
3 you're going to put that in? I don't know if there's
4 documentary proof in support of that.

5 MR. HORTON: There are some limited documents. In
6 fact, there was an agreement signed at one point. It was
7 barely ever implemented. But most of it is going to be oral
8 testimony, and it will, quite frankly, follow very closely
9 along the lines of the complaint. Where we set out a series
10 of meetings that took place over an extended period of time,
11 where we kept coming and saying, "We want coverage." And
12 they kept saying, "We want to buy you."

13 And at some point, that turns into, "You're not
14 getting coverage unless you let us buy you, or get exclusive
15 rights." To the extent those issues are still on the case,
16 you will also hear testimony from our side that by and
17 large, these issues were never raised, or were matters that
18 seemed to be agreed on.

19 JUDGE CHACHKIN: Now, the way I read these issues,
20 isn't that the crux of the case? Isn't the determination
21 that I have to make is going to be based on whether these
22 discussions really concerned these subjects? Whether these
23 things happened at these discussions, based on my listening
24 to the testimony?

25 MR. DAVIS: You're absolutely --

1 JUDGE CHACHKIN: And the fact that you had all
2 these other things you're raising now, have no bearing on
3 whether these discussions took place or not?
4 MR. DAVIS: Well, the problem here is the margin.
5 Cablevision agrees completely with Your Honor's
6 characterization of the crux of the case. There's no
7 question about it. There are very limited specific factual
8 issues, and it's the purpose of these proceedings to get to
9 those issues. Everyone agrees on that. Cablevision agrees
10 with that.
11 The awkwardness that I'm trying to grapple with
12 here, and I don't have an easy answer, is that as a lawyer
13 I'm used to telling a story. What happened? And they're
14 saying one thing happened. It's difficult to limit the
15 response to their story to just saying, "That's not the
16 story that happened," period, without saying "And here's the
17 story that did happen."
18 It doesn't mean it's a defense. We're telling a
19 story, it's a simple story. This is what happened. Namely,
20 we didn't carry them because they were too expensive for the
21 value, and we had various other things on our plate, such as
22 coming out with a superior sports service. They're not
23 defenses, that's just the facts. That's what happened.
24 It's our story.
25 JUDGE CHACHKIN: But what if -- and I don't know

1 what the facts are going to show -- but what if counsel for
2 Classic Sports could show that some official of Cablevision
3 who was in a decision-making position, said, "Listen, I'm
4 telling you right out that we're not going to carry your
5 program unless you give us exclusivity or a financial
6 interest." That's it.
7 And you put in all these defenses. Is this going
8 to matter a whit, insofar as determining the issues in this
9 case? If on the other hand, they're unable to demonstrate
10 that any of these discussions actually took place, or could
11 be interpreted as constituting some kind of threat, is it
12 going to make any difference if you bring out all these
13 legitimate "business reasons" which theoretically could be a
14 basis for not carrying the program.
15 MR. DAVIS: I think, as a fact-finder, they'd be
16 of interest to the -- they would be of interest to the fact-
17 finder. And the reason is, because -- assume for the
18 moment, Your Honor, that you get conflicting --
19 JUDGE CHACHKIN: I'll have to make a determination
20 who to believe.
21 MR. DAVIS: Right. And in doing so --
22 JUDGE CHACHKIN: On the basis of the evidence.
23 MR. DAVIS: Absolutely.
24 JUDGE CHACHKIN: And I don't see how these other
25 reasons that you've put up, business reasons, are going to

1 have any bearing, unless they were said to Classic Sports
2 officials in any of these discussions. I mean, if they were
3 in the mind of Cablevision, but they were not disclosed,
4 it's not -- I mean, what am I going to do with that? It's
5 not going to have anything to do with credibility or
6 anything, in determining who's telling the truth and who's
7 not.
8 MR. DAVIS: That's a good point, Your Honor. And
9 these facts were said by Cablevision representatives to
10 Classic Sports in the negotiations. Namely, the price is
11 too high, was said. That we have constraints in terms of
12 rolling out the service because of available channels in
13 certain systems, and the timing of the roll-out on certain
14 systems. These were things that Cablevision said in
15 response to Classic Sports when Classic Sports demanded
16 carriage on terms that Classic Sports demanded.
17 JUDGE CHACHKIN: Now, the question is, if in fact
18 these statements were made, does it matter whether or not
19 these statements were truthful or not, that this was used in
20 negotiating? I mean, is there any purpose served by finding
21 out whether or not there was a factual basis for such
22 statements, or are we interested in solely what took place
23 in any discussions that occurred?
24 MR. HORTON: To the extent that they are telling
25 that story, I think we'd have to know whether there is a

1 factual basis for it. As I said, our position, our belief
2 is that these things are all post hoc.
3 JUDGE CHACHKIN: Well, that's what the point is.
4 As I understand from Mr. Davis, what he's saying is
5 officials of Cablevision told officials of Classic Sports
6 these things about price. We won't take you because of
7 price, whatever. And i'm saying in order to reach
8 conclusions on these two issues, it's necessary for me to
9 hear whatever took place in these conversations, or whatever
10 limited documents there are.
11 And if there were discussions in the course of
12 these conversations concerning price, whatever, it's
13 relevant in my making a determination as to which side is
14 more credible, in deciding whether or not there was pressure
15 put or not. But whether or not in fact there is limited
16 carriage, or the price was unreasonable, whatever, is
17 irrelevant to determining whether or not what took place --
18 in other words, what I'm saying is shouldn't I focus solely
19 on what took place in these conversations or in these
20 documents?
21 And it's irrelevant as to what in fact is the
22 facts concerning carriage, where they had limited carriage
23 or where the price was, or whatever, if it was not discussed
24 -- only in the context of what was discussed in these
25 conversations.

1 MR. HORTON: I think my concern, Your Honor, is
2 that makes it a little bit too easy for the operator in
3 these programs to say the rights things in discussions. To
4 say, "We're not going to sell to you." Their goal is to
5 buy, and "we're not going to carry you, the programming
6 service, unless you sell us an interest or give us exclusive
7 rights." But as long as you're smart enough to mouth the
8 right words in the discussions, even if there's no real
9 basis for them -- you say, "Well, I think your price is too
10 high." I can't believe that there's -- that anybody ever
11 buys anything without seeing if maybe they can get the price
12 down a little bit.
13 But if the fact is that their real concern is not
14 price, and the underlying facts would show that our prices
15 aren't terribly different from what they're paying for other
16 services. Or they don't have a basis for saying -- you
17 know, there's a paper trail on their side, for example,
18 memos and discussions among people. Not the discussions
19 between the parties, but just on their side of the table,
20 talking about "we've got to buy these people, we've got to
21 buy these people, we've got to buy these people." And there
22 isn't a predicate there for, "You know, we really can't
23 carry them because they cost too much."
24 If they then come and tell us that that's the
25 reason, that's not -- it seems to me we'd have to be able to

1 inquire into that if they're going to try to bring those
2 issues into the case.
3 JUDGE CHACHKIN: Well, what I'm saying is, I have
4 difficulty with the relevance of arguments, any post hoc
5 statements that they make now as to why they didn't carry
6 your program, Classic Sports program. But I'm saying if
7 statements were made in the course of conversations, those
8 statements would have to be considered as part of what took
9 place in determining which presented the more credible
10 position, as to whether this was a condition or whether it
11 wasn't a condition.
12 MR. HORTON: Well, let me try to give a better
13 example. Suppose there's testimony from their side that
14 they told us in discussions that our price was too high.
15 And now you're asked to assess the credibility of that
16 testimony, to determine whether in fact they were not
17 refusing to carry us because we wouldn't sell ourselves to
18 them, but in fact they didn't want to pay what we were
19 asking.
20 I would like to see if there's a memorandum in
21 their files which says, "You know, their pricing's pretty
22 good. Got no problems with price." And I don't want to
23 have to come in here and have someone stand up not having
24 been able to see if that document exists, and them say, "Oh,
25 it was price, Your Honor. And we told them it was price."

1 And you're sitting there going, "How am I supposed to know
2 if this is true or not, if I can't tell whether or not this
3 is serious or not?"
4 JUDGE CHACHKIN: Yes. But what is true is the
5 fact that they did say it was price. Whether it was a
6 negotiating ploy or whatever, the fact of the matter is in
7 the course of conversation they said to you, "We're not
8 going to take your programming because of price." Now
9 whether that's truthful or not, I don't see how that is
10 bearing as to what took place between the parties.
11 MR. HORTON: It doesn't have bearing as to what
12 took place between the parties, but it has bearing as to
13 what they really did. They can't refuse to carry us because
14 of our refusal to sell. And it seems to me that if you go
15 down that road, you're in a position where as long as the
16 cable operators -- as long as the programmer, my client, is
17 not willing to sell, all the cable operator who wants to buy
18 them has to do is keep saying, "You know, I really want to
19 buy you. And by the way, I don't like your price."
20 And they will continue to say "I don't like your
21 price," until we finally give up and say, "All right. We'll
22 sell you an interest in ourself." At that point, the price
23 will all of a sudden be okay.
24 JUDGE CHACHKIN: What does the Cable Bureau have
25 to say?

1 MS. KLEIN: Your Honor, we would agree with your
2 initial conclusion that we're interested in finding out
3 whether there's credible proof that Cablevision demanded a
4 financial interest or exclusivity. But we would also agree
5 with Mr. Horton that if Cablevision does say -- if a witness
6 does say that the reason they didn't sell is price, that
7 perhaps we shouldn't take that witness at his word without
8 knowing the underlying story.
9 MR. DAVIS: Your Honor, if I could make one point
10 here that I think synthesizes some of the things we've been
11 discussing today. There are -- the primary evidence that
12 will put forward at the hearing is what happened during the
13 discussions. There was a meeting, who said what to whom?
14 What the statute also does that's interesting, and it's in
15 the order that created the proceeding here, is it seems to
16 suggest that certain behavior if perfectly lawful and
17 acceptable in certain circumstances, but in other
18 circumstances revolving in part on the intent, is unlawful.
19 So, for example, there's nothing at all improper
20 about negotiating to acquire a service. In fact, the
21 complaint alleges that CSN was in negotiations with TCI.
22 Then we further know that after the time period in the
23 complaint, CSN was sold to ESPN, Cap Cities and Walt Disney.
24 So there's no dispute that the Plaintiff has been in
25 negotiations to sell themselves at various stages all

1 throughout the time period. And that's lawful.

2 The question -- and it's also perfectly lawful for

3 Cablevision to decide to carry the service, or to not carry

4 the service. That's all lawful. So the very narrow issue

5 is not whether it's lawful to not carry the service on all

6 the systems. We can all stipulate that it's lawful for

7 Cablevision to have made that determination. A lot of it

8 comes down to the basis for the decision, and also what was

9 said during these discussions.

10 And for that reason, it makes me uncomfortable to

11 suggest that the testimony of my witnesses is going to be

12 limited solely to what was said and what was not said, if at

13 the same time there's going to be determinations at the

14 hearing about what that person's intent was.

15 So if we can agree that we're going to limit the

16 judgments that are going to be made about someone's intent,

17 then we agree completely with Your Honor that what we ought

18 to put on trial here is what happened at the meetings. What

19 was said, what were the events? Was the light red or green?

20 It's only when we start moving beyond that to, "well, the

21 witness said at the meeting A, but I thought in his mind he

22 was thinking B."

23 And if that's what the evidence -- we're going to

24 get into that, what the person was thinking in his mind,

25 we've got to let that person get up on the stand and say,

1 "No, I wasn't thinking B, what you're alleging. I was
2 thinking price, quality of the service, et cetera." How can
3 the person be precluded from refuting that type of
4 testimony, unless we're going to limit the testimony to what
5 happened. If we're going to limit the testimony to what
6 happened only, fine, we don't object to limiting the hearing
7 in the way that's been suggested. It's only when we get
8 into intent that it's a big problem.
9 MR. HORTON: Well, Your Honor, once we get into
10 intent, I don't see -- I agree with much of what Mr. Davis
11 said. It seems to show why a motion to compel has to be
12 granted. If he says, "I have to show you what was in my
13 client's mind," then I've got to be able to inquire into all
14 of these things, and look at his documents and get discovery
15 into these things. How else am I supposed to determine his
16 intent?
17 JUDGE CHACHKIN: Well, that's -- Mr. Horton, you
18 raised the question of intent. You said, "Even if he said
19 that price was the reason they're not carrying it." Really,
20 price was not the reason and you want to explore that,
21 because what he's really doing is just using that as a way
22 to -- I guess to try to pressure you to give him a financial
23 interest or carriage.
24 MR. HORTON: Correct. That's our view.
25 JUDGE CHACHKIN: Yes. So if intent is a factor,

1 then they would have a right, of course, to show that they
2 were acting legitimately for legitimate business reasons.
3 And then we get into all -- where we're trying to avoid in
4 all this extra evidence.
5 MR. DAVIS: But it doesn't necessarily follow --
6 JUDGE CHACHKIN: So we have to agree is intent a
7 factor or not in determining these issues.
8 MR. DAVIS: Well, Your Honor, it doesn't
9 necessarily follow that because a witness is allowed to deny
10 an allegation of wrongful intent, and to say on the record
11 his or her truthful intent, that you necessarily get
12 discovery into all the files of that company regarding what
13 the person says was their actual intent.
14 For example, let's look at the evidence we're
15 going to put up about price. If somebody gets up on the
16 stand and says, "The price is too high," they're more than
17 entitled to say, "Wait a minute. The price isn't too high.
18 This is the price we're charging to everyone, that's the
19 price TCI pays, et cetera." That's all legitimate evidence.
20 But I don't see why they need to say, "Okay, now
21 we need discovery of the price Cablevision pays to every
22 single of the dozens of services it carries on 200 cable
23 systems." It doesn't follow that the discovery they're
24 demanding they're entitled to get, just because where a
25 witness is going to testify that the price was too high.

1 The discoveries are unreasonable in relation to the fact
2 that's going to be presented at the hearing.
3 JUDGE CHACHKIN: Well, when you say that the price
4 is too high, and you're going to support it, I assume, in
5 your testimony or your evidence, they have a right to expect
6 that you will disgorge whatever supporting documents or
7 supporting evidence you have prior to the hearing in
8 discovery.
9 MR. DAVIS: We will do that. We will disclose
10 before the hearing any of the documents, if any --
11 JUDGE CHACHKIN: No, no. They have a right to
12 conduct discovery, and in conducting discovery, it seems to
13 me every defense that you've raised, or every business
14 reason you've raised for turning down their programming, you
15 have to provide for them all the support that you're going
16 to rely on in support of your contention.
17 MR. DAVIS: Absolutely. We would be happy to do
18 that.
19 JUDGE CHACHKIN: So if you say price, then you
20 have to give them whatever evidence or whatever supporting
21 material you have in connection with price, or channel usage
22 or what have you --
23 MR. DAVIS: Absolutely.
24 JUDGE CHACHKIN: So they're fully prepared, then,
25 to contest any of your contentions about each one of these

1 items.

2 MR. DAVIS: We agree whole-heartedly, Your Honor.
3 If we're going to use any documents to support somebody's
4 statement on price, or quality, or on channel capacity, we'd
5 be more than happy to produce those in advance of the
6 hearing. As I sit here today, I have no idea whether we're
7 going to have any of that type of evidence, other than in
8 oral testimony form. If we have it, they can have it.
9 We're more than happy to give it to them in advance of the
10 hearing.

11 But that's not what they're asking for in
12 discovery. We're happy to give that to them.

13 MR. HORTON: Well, of course that's not what we're
14 asking for. Because this would be the worst of all possible
15 worlds. I don't want discovery of just what's going to
16 support his contentions, I want discovery of what's relevant
17 to his contentions. If he's got documents that might
18 support his contentions, I'm sure he'll be happy to show
19 them to me. If he's got documents in his files that blow
20 them away, I'm sure he'd rather not show them to me. That's
21 the point of discovery.

22 I don't want to see his exhibit list. That's only
23 going to be the stuff that's good. I want to see everything
24 so I can come in -- that's the whole point of discovery, is
25 to find out the good and the bad from his standpoint.

1 That's the way the world often works.

2 I'm sure he can come up with something, even if

3 it's just oral testimony where someone will say, "Oh, it was

4 price. That was the reason." But if there's a memo in his

5 file which says, "Boy, the price is fine. That's not the

6 problem we have with these people," that's not a supporting

7 document that he's going to be wanting to give to me. But

8 it sure as heck is one I want to see.

9 MR. DAVIS: Your Honor, there's no -- the fact

10 that a witness is going to testify to his or her belief of

11 something does not open up the door to discovery of

12 everything in the company's files that may or may not be

13 relevant to what the person's belief is. That's the point

14 of over-broad discovery.

15 What we'd be happy to do is to look through our

16 files in a timely fashion -- we can set a timetable right

17 now -- and say, in advance of the timetable that's already

18 been established for exhibits -- and say, "Is Cablevision

19 going to use at the hearing any documents in support of the

20 business reasons?" Because as I sit here today, I don't

21 know what the answer is. But the answer's either, no, we're

22 not going to be using documents because it's unnecessary.

23 Or the answer is yes, and they're going to be very limited.

24 And we're happy to produce those.

25 Because when these witnesses were at the time two