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

In the Matter of	)	
	)	
Applications of	)	MB Docket No. 14-57
	)	
Comcast Corp. and	)	
Time Warner Cable Inc.	)	
	)	
For Consent To Assign or Transfer Control of	)	
Licenses and Authorizations	)	

MODIFIED JOINT PROTECTIVE ORDER

Adopted: October 7, 2014 **Released: October 7, 2014**

By the Chief, Media Bureau:

1. In this Modified Joint Protective Order, we adopt procedures to (i) limit access to proprietary or confidential information that may be filed in this proceeding, and (ii) more strictly limit access to certain particularly competitively sensitive information, which, if released to competitors or those with whom the Submitting Party does business, would allow those persons to gain a significant competitive advantage or an advantage in negotiations. We also adopt additional procedures to further limit access to certain information, disclosure of which could result in substantial competitive harm to third parties. We anticipate that such information will be necessary to develop a more complete record on which to base the Commission's decision. While we are mindful of the sensitive nature of such information, we are also mindful of the right of the public to participate in this proceeding in a meaningful way. Consistent with past practice, therefore, we will make such information available to participants in this proceeding pursuant to a protective order and, in the case of Highly Confidential Information, we will limit such access to their Outside Counsel of Record and Outside Consultants who are retained to assist them in this proceeding, and employees of such Outside Counsel and Outside Consultants. We conclude that the procedures we adopt in this Modified Joint Protective Order give appropriate access to the public while protecting competitively sensitive information from improper disclosure, and that the procedures thereby serve the public interest.

2. *Definitions.* As used herein, capitalized terms not otherwise defined in this Modified Joint Protective Order shall have the following meanings:

"Acknowledgment" means the Acknowledgment of Confidentiality attached as Appendix B hereto.

"Competitive Decision-Making" means a person's activities, association, or relationship with any of his clients involving advice about or participation in the relevant business decisions or the analysis underlying the relevant business decisions of the client in competition with or in a business relationship with the Submitting Party or with a Third Party Interest Holder.

"Confidential Information" means information that is not otherwise available from publicly available sources and that is subject to protection under the Freedom of Information Act ("FOIA"), 5

U.S.C. § 552, and the Commission's implementing rules.

"Counsel" means In-House Counsel and Outside Counsel of Record.

"Document" means any written, recorded, electronically stored, or graphic material, whether produced or created by the Submitting Party or another person.

"Highly Confidential Information" means information that is not otherwise available from publicly available sources; that the Submitting Party has kept strictly confidential; that is subject to protection under FOIA and the Commission's implementing rules; that the Submitting Party claims constitutes some of its most sensitive business data which, if released to competitors or those with whom the Submitting Party does business, would allow those persons to gain a significant advantage in the marketplace or in negotiations; and that is described in Appendix A to this Modified Joint Protective Order, as the same may be amended from time to time.

"In-House Counsel" means an attorney employed by a Participant in this proceeding or employed by an affiliated entity and who is actively engaged in the conduct of this proceeding, provided that such attorney is not involved in Competitive Decision-Making. (In this regard, an In-House Counsel's employer is considered his or her client.)

"Outside Counsel of Record" or "Outside Counsel" means the attorney(s), firm(s) of attorneys, or sole practitioner(s), as the case may be, retained by a Participant in this proceeding, provided that such attorneys are not involved in Competitive Decision-Making. The term "Outside Counsel of Record" includes any attorney representing a non-commercial Participant in this proceeding, provided that such attorney is not involved in Competitive Decision-Making.

"Outside Consultant" means a consultant or expert retained for the purpose of assisting Outside Counsel or a Participant in this proceeding, provided that such consultant or expert is not involved in Competitive Decision-Making. The term "Outside Consultant" includes any consultant or expert employed by a non-commercial Participant in this proceeding, provided that such consultant or expert is not involved in Competitive Decision-Making.

"Outside Firm" means a firm, whether organized as a partnership, limited partnership, limited liability partnership, limited liability company, corporation or otherwise, of Outside Counsel or Outside Consultants.

"Participant" means a person or entity that has filed, or has a good faith intention to file, an application, petition to deny or material comments in this proceeding.

"Redacted Confidential Document" means a copy of a Stamped Confidential Document where the Confidential Information has been redacted.

"Redacted Highly Confidential Document" means a copy of a Stamped Highly Confidential Document where the Highly Confidential Information has been redacted.

"Reviewing Party" means a person who has obtained access to Confidential Information (including Stamped Confidential Documents) or Highly Confidential Information (including Stamped Highly Confidential Documents) pursuant to paragraphs 7 or 13 of this Modified Joint Protective Order.

"Stamped Confidential Document" means any document, or any part thereof, that contains Confidential Information and that bears the legend (or which otherwise shall have had the legend recorded upon it in a way that brings its attention to a reasonable examiner) "CONFIDENTIAL INFORMATION – SUBJECT TO MODIFIED JOINT PROTECTIVE ORDER IN MB DOCKET NO. 14-57 BEFORE THE FEDERAL COMMUNICATIONS COMMISSION," unless the Commission determines, *sua sponte* or by request pursuant to paragraph 4 of this Modified Joint Protective Order or

sections 0.459 or 0.461 of its rules,[1] that any such document is not entitled to confidential treatment. By designating a document a "Stamped Confidential Document," a Submitting Party signifies and represents that it contains Confidential Information.

"Stamped Highly Confidential Document" means any document, or any part thereof, that contains Highly Confidential Information and that bears the legend (or which otherwise shall have had the legend recorded upon it in a way that brings its attention to a reasonable examiner) "HIGHLY CONFIDENTIAL INFORMATION – SUBJECT TO MODIFIED JOINT PROTECTIVE ORDER IN MB DOCKET NO. 14-57 BEFORE THE FEDERAL COMMUNICATIONS COMMISSION," unless the Commission determines, *sua sponte* or by request pursuant to paragraph 4 of this Modified Joint Protective Order or sections 0.459 or 0.461 of its rules, that any such document is not entitled to highly confidential treatment. By designating a document a "Stamped Highly Confidential Document," a Submitting Party signifies and represents that it contains Highly Confidential Information.

"Submitting Party" means a person or entity who submits a Stamped Confidential Document or a Stamped Highly Confidential Document.

"Third Party Interest Holder" means a person who is not a Submitting Party who has a confidentiality interest in a Stamped Confidential Document or Stamped Highly Confidential Document or Confidential Information or Highly Confidential Information contained in such a document that is submitted under this Modified Joint Protective Order.

"Video Programming Confidential Information" means information that is Highly Confidential Information, *and* is an agreement, or any part thereof, for distribution of any video programming (including broadcast programming) carried by an Applicant's (i) MVPD service and/or (ii) OVD service; a detailed description of one or more provisions of such an agreement, including, but not limited to, price terms; and information relating to the negotiation of such an agreement.

3. *Designation of Information as Highly Confidential.* A Submitting Party may designate as Highly Confidential only those types of information described in Appendix A. If a Submitting Party believes that the descriptions contained in Appendix A should be revised, the Submitting Party shall submit a request to amend Appendix A along with a supporting explanation. To the extent the request is granted, an amended Appendix A will be issued. In addition, before a Submitting Party may designate particular documents or information as Highly Confidential, it must receive the written approval of the Commission staff, which, based on the Submitting Party's representations, will make a preliminary determination whether the proposed designation meets the requirements set forth in this Modified Joint Protective Order.

4. *Effect of Designation*. By designating documents and information as Confidential or Highly Confidential under this Modified Joint Protective Order, a Submitting Party will be deemed to have submitted a request that the material not be made routinely available for public inspection under the Commission's rules.[2] Any person wishing to challenge the designation of a document, portion of a document or information as Confidential, Highly Confidential or Video Programming Confidential must file such a challenge at the Commission and serve it on the Submitting Party and any Third Party Interest Holder. The Submitting Party and any Third Party Interest Holder must file any reply within five business days, and include a justification for treating the information as Confidential, Highly Confidential or Video Programming Confidential Information, as appropriate.[3] The documents and information challenged will continue to be accorded confidential treatment until the Commission acts on the request

[1] 47 C.F.R. §§ 0.459, 0.461.

[2] See 47 C.F.R. §§ 0.459(a), 0.459(a)(3).

[3] *See* 47 C.F.R. § 0.459(b).

and all subsequent appeal and stay proceedings have been exhausted.[4] Any decision on whether the materials should be accorded confidential treatment does not constitute a resolution of the merits concerning whether such information would be released publicly by the Commission upon an appropriate request under our rules implementing FOIA.[5]

5. *Submission of Stamped Confidential Documents and Stamped Highly Confidential Documents.* A Submitting Party shall submit to the Secretary's Office one copy of each Stamped Confidential Document and each Stamped Highly Confidential Document it seeks to file and an accompanying cover letter. Each page of the Stamped Confidential Document or Stamped Highly Confidential Document shall be stamped "CONFIDENTIAL INFORMATION – SUBJECT TO MODIFIED JOINT PROTECTIVE ORDER IN MB DOCKET NO. 14-57 BEFORE THE FEDERAL COMMUNICATIONS COMMISSION" or "HIGHLY CONFIDENTIAL INFORMATION – SUBJECT TO MODIFIED JOINT PROTECTIVE ORDER IN MB DOCKET NO. 14-57 BEFORE THE FEDERAL COMMUNICATIONS COMMISSION", as appropriate. The cover letter also shall contain this legend. In addition, with respect to each Stamped Confidential Document and each Stamped Highly Confidential Document submitted, the Submitting Party shall also file through the Commission's Electronic Comment Filing System ("ECFS") a copy of the respective Redacted Confidential Document or Redacted Highly Confidential Document and an accompanying cover letter.[6] Each Redacted Confidential Document or Redacted Highly Confidential Document shall have the same pagination as the Stamped Confidential Document or Stamped Highly Confidential Document from which it is derived. Each page of the Redacted Confidential Document or Redacted Highly Confidential Document and the accompanying cover letter shall be stamped "REDACTED – FOR PUBLIC INSPECTION." To the extent that any page of the filing contains both Confidential Information or Highly Confidential Information and non-confidential information, only the Confidential Information and Highly Confidential Information may be redacted and the page of the unredacted filing shall clearly distinguish among the Confidential Information, the Highly Confidential Information and the non-confidential information. In addition, two copies of each Stamped Confidential Document and Stamped Highly Confidential Document and the accompanying cover letter shall be delivered, as directed by Commission staff, to Vanessa Lemmé, Vanessa.Lemme@fcc.gov, (202) 418-2611, Industry Analysis Division, Media Bureau, Federal Communications Commission, 445 12th Street, S.W., Room 2-C313, Washington, D.C. 20554.

6. *Copying Sensitive Documents*. If, in the reasonable judgment of the Submitting Party, a Stamped Highly Confidential Document contains information so sensitive that copying of it should be restricted, the Submitting Party may mark the document with the legend "Additional Copying Restricted." Subject to the provisions in paragraph 10 that prohibit the copying of documents containing Video Programming Confidential Information, and subject to the provisions for access to information in electronic format contained in paragraph 11, each Outside Firm shall receive only one copy of the document and no more than two additional copies, in any form, shall be made. Application for relief from this restriction against further copying may be made to the Commission, with notice to Counsel of Record for the Submitting Party, which will be granted only for cause.

7. *Procedure for Obtaining Access to Confidential Information and Highly Confidential Information.* Access to Highly Confidential Information (including Stamped Highly Confidential Documents) is limited to Outside Counsel of Record, Outside Consultants, and those employees of Outside Counsel and Outside Consultants described in paragraph 13. Any person seeking access to

[4] *See* 47 C.F.R. § 0.459(g).

[5] *See* 47 C.F.R. §§ 0.459(h), 0.461.

[6] If a party is not able to submit a copy of the Redacted Confidential Document or Redacted Highly Confidential Document via ECFS, it must file two copies of the Redacted Confidential Document or Redacted Highly Confidential Document with the Secretary's Office along with the appropriately stamped cover letter.

Confidential Information or Highly Confidential Information subject to this Modified Joint Protective Order shall sign and date the Acknowledgment agreeing to be bound by the terms and conditions of this Modified Joint Protective Order, and file the Acknowledgment with the Bureau through ECFS, with a copy by email to TransactionTeam@fcc.gov. Where the person seeking access is Counsel or an Outside Consultant, a copy of the Acknowledgment also shall be delivered to the relevant Submitting Party through its Counsel of Record so that it is received at least five business days prior to such person's reviewing or having access to the Submitting Party's Confidential Information or Highly Confidential Information; where the person seeking access is one described in either clause 1 or 2 of paragraph 13, the Acknowledgment shall be delivered to the Submitting Party promptly prior to the person's obtaining access. Where there are multiple Submitting Parties, a copy of the Acknowledgment must be delivered to each Submitting Party within the time periods stated above. As Acknowledgements are filed, they will be posted to the Commission's web page for this proceeding.[7]

8. *Procedure for Objecting to Disclosure of Confidential Information and Highly Confidential Information.* Each Submitting Party and each Third Party Interest Holder shall have an opportunity to object to the disclosure of its Confidential Information or Highly Confidential Information to any potential Reviewing Party. A Submitting Party or a Third Party Interest Holder who objects shall file any such objection at the Commission and serve it on Counsel for the person seeking access within three business days after the Acknowledgement or notice thereof is posted on the Commission's web page. Where the person seeking access is one described in clause 1 or 2 of paragraph 13, parties must file and deliver any objection as promptly as practicable after receipt of the Acknowledgment or after notice of the Acknowledgment is posted on the Commission's web page. Except for persons described in paragraph 13, persons filing Acknowledgments shall not have access to Confidential Information or Highly Confidential Information before the period for filing objections has passed, unless all relevant parties waive this requirement; persons described in paragraph 13, shall have access to Confidential Information and Highly Confidential Information upon the filing of their Acknowledgment, except that further access shall be prohibited if an objection is filed. If a Submitting Party files additional documents containing Confidential Information or Highly Confidential Information, it shall file any objection to the disclosure of that additional Confidential Information or Highly Confidential Information to any Reviewing Party before or contemporaneous with the filing; a Third Party Interest Holder shall file its objection as promptly as practicable. Submitting Parties are urged to notify any Third Party Interest Holders if they are planning to file any additional documents containing Confidential Information or Highly Confidential Information. Until any objection is resolved by the Commission and, if appropriate, by any court of competent jurisdiction, and unless such objection is resolved in favor of the person seeking access, a person subject to an objection shall not have access to the relevant Confidential Information or Highly Confidential Information. If an objection is filed after the deadlines specified in this paragraph, the Commission will nonetheless consider the objection and retains its discretion to prohibit further access to Confidential Information or Highly Confidential Information by the Reviewing Party until the objection is resolved.

9. *Review of Stamped Confidential Documents and Stamped Highly Confidential Documents.* Except as provided by the terms of paragraph 10 regarding access to and review of documents containing Video Programming Confidential Information, a Submitting Party shall make available for review the Stamped Confidential Documents and Stamped Highly Confidential Documents of such party at the offices of the party's Outside Counsel of Record. Subject to the provisions of paragraphs 6 and 10, a Reviewing Party shall be provided the following alternatives: (1) a Reviewing Party shall be provided adequate opportunity to inspect the documents on site; (2) a Reviewing Party may inspect the documents on site with the ability to request copies, at cost, of some or all of the documents; or (3) a Reviewing Party may request a complete set of the documents at cost, allowing two business days

[7] http://www.fcc.gov/transaction/comcast-twc.

after the request is made for receipt of the copies. If a Reviewing Party plans on requesting a complete set of documents, it is encouraged to make such a request at the time it submits the Acknowledgment to allow it the opportunity to begin reviewing the documents at the end of the five-day period referred to in paragraph 7. All copies of documents that are removed from the Submitting Party's office must be returned or destroyed in accordance with the terms of paragraph 22.

10. *Review of Documents Containing Video Programming Confidential Information.* A Submitting Party shall make available for review documents containing Video Programming Confidential Information (including narrative responses to the Commission's Information and Data Requests that contain Video Programming Confidential Information) only through a document review platform, either at the offices of the party's Outside Counsel of Record or through remote access, at the option of the Reviewing Party. Such a platform shall permit a Reviewing Party to reasonably access and review the documents, but shall not permit a Reviewing Party to print, copy, or transmit the documents, and a Reviewing Party shall not print, copy or transmit a document containing Video Programming Confidential Information.

11. *Review of Highly Confidential Information in Electronic Format.* Except as provided by the terms of paragraph 10, a Submitting Party shall make available to a Reviewing Party one copy of Highly Confidential Information contained, recorded, or electronically stored on a CD-ROM, DVD, flash drive, portable hard drive or similar electronic storage device, which shall be considered a Stamped Highly Confidential Document. The medium containing the information in electronic format should be physically delivered to the Reviewing Party; a Reviewing Party may not require that it be transmitted electronically. A Reviewing Party may temporarily load onto a computer the information in electronic format. Once loaded onto a computer, any files containing Highly Confidential Information shall be password protected immediately. The Highly Confidential Information may be stored on a computer for the duration of the proceeding. All files containing Highly Confidential Information shall be deleted from the computer no later than proceedings at the Commission are complete. The original disk or other storage medium shall be stored securely and a record kept of any persons given access to it.

12. *Use of Confidential and Highly Confidential Information*. Persons obtaining access to Confidential and Highly Confidential Information under this Modified Joint Protective Order shall use the information solely for the preparation and conduct of this proceeding before the Commission and any subsequent judicial proceeding arising directly from this proceeding and, except as provided herein, shall not use such documents or information for any other purpose, including without limitation business, governmental, or commercial purposes, or in any other administrative, regulatory or judicial proceedings. Should the Commission rely upon or otherwise make reference to any Confidential or Highly Confidential Information in its orders in this proceeding, it will do so by redacting any Confidential or Highly Confidential Information from the public version of the order and by making the unredacted version of the order available only to a court and to those persons entitled to access to Confidential or Highly Confidential Information under this Modified Joint Protective Order, as appropriate

13. *Permissible Disclosure*. A Reviewing Party may discuss and share the contents of Confidential Information and Highly Confidential Information with another Reviewing Party, as appropriate, and with the Commission and its staff. A Submitting Party's Confidential Information and Highly Confidential Information may also be disclosed to employees and Counsel of the Submitting Party. Subject to the requirements of paragraph 7, a Reviewing Party may disclose Confidential Information and Highly Confidential Information to: (1) paralegals or other employees of such Reviewing Party assisting them in this proceeding; and (2) employees of third-party contractors involved solely in one or more aspects of organizing, filing, coding, converting, storing, or retrieving documents or data or designing programs for handling data connected with this proceeding, or performing other clerical or ministerial functions with regard to documents connected with this proceeding.

14. *Filings with the Commission*. A party making a filing in this proceeding that contains

Confidential or Highly Confidential Information shall submit to the Secretary's Office one copy of the filing containing the Confidential or Highly Confidential Information (the "Confidential Filing") and an accompanying cover letter. The cover or first page of the Confidential Filing and each page of the Confidential Filing that contains or discloses only Confidential Information shall be clearly marked "CONFIDENTIAL INFORMATION – SUBJECT TO MODIFIED JOINT PROTECTIVE ORDER IN MB DOCKET NO. 14-57 BEFORE THE FEDERAL COMMUNICATIONS COMMISSION." The cover or first page of the Confidential Filing and each page of the Confidential Filing that contains or discloses Highly Confidential Information shall be clearly marked "HIGHLY CONFIDENTIAL INFORMATION – SUBJECT TO MODIFIED JOINT PROTECTIVE ORDER IN MB DOCKET NO. 14-57 BEFORE THE FEDERAL COMMUNICATIONS COMMISSION." The accompanying cover letter shall also contain the appropriate legend. The Confidential Filing shall be made under seal, and will not be placed in the Commission's public file. The party shall submit a copy of the filing in redacted form, *i.e.*, containing no Confidential or Highly Confidential Information (the "Redacted Confidential Filing") to the Commission via ECFS.[8] The Redacted Confidential Filing and the accompanying cover letter shall be stamped "REDACTED – FOR PUBLIC INSPECTION." The cover letter accompanying the Redacted Confidential Filing shall state that the party is filing a redacted version of the filing. Each Redacted Confidential Filing shall have the same pagination as the Confidential Filing from which it is derived. To the extent that any page of the Confidential Filing contains any Confidential Information or Highly Confidential Information, only the Confidential Information or Highly Confidential Information may be redacted and the page of the unredacted Confidential Filing shall clearly distinguish among the Confidential Information, the Highly Confidential Information and the non-confidential information. Two copies of each Confidential Filing and the accompanying cover letter must be delivered, as directed by Commission staff, to Vanessa Lemmé, Vanessa.Lemme@fcc.gov, (202) 418-2611, Industry Analysis Division, Media Bureau, Federal Communications Commission, 445 12th Street, S.W., Room 2-C313, Washington, D.C. 20554. Parties should not provide courtesy copies of pleadings containing Highly Confidential Information to Commission staff unless the Bureau so requests, and any such courtesy copies shall be submitted under seal.

15. *Non-Disclosure of Confidential Information, and Highly Confidential Information.* Except with the prior written consent of the Submitting Party or as provided under this Modified Joint Protective Order, Confidential Information and Highly Confidential Information shall not be disclosed further.

16. *Protection of Stamped Confidential Documents, Stamped Highly Confidential Documents, Confidential Information, and Highly Confidential Information.* A Reviewing Party shall have the obligation to ensure that access to Confidential Information and Highly Confidential Information (including Stamped Confidential Documents and Stamped Highly Confidential Documents) is strictly limited as prescribed in this Modified Joint Protective Order. A Reviewing Party shall have the further obligation to ensure that Confidential Information and Highly Confidential Information are used only as provided in this Modified Joint Protective Order.

17. *Requests for Additional Disclosure*. If any person requests disclosure of Confidential or Highly Confidential Information outside the terms of this Modified Joint Protective Order, such a request will be treated in accordance with sections 0.442 and 0.461 of the Commission's rules.

18. *Client Consultation*. Nothing in this Modified Joint Protective Order shall prevent or otherwise restrict Counsel from rendering advice to their clients relating to the conduct of this proceeding and any subsequent judicial proceeding arising therefrom and, in the course thereof, relying generally on examination of Confidential Information or Highly Confidential Information to which they have access

[8] If a party is not able to submit a copy of the Redacted Confidential Filing via ECFS, it must file two copies of the Redacted Confidential Filing with the Secretary's Office along with the appropriately stamped cover letter, as described in this paragraph.

under this Modified Joint Protective Order; *provided, however*, that in rendering such advice and otherwise communicating with such clients, Counsel shall not disclose Confidential Information or Highly Confidential Information.

19. *No Waiver of Confidentiality*. Disclosure of Confidential or Highly Confidential Information as provided herein by any person shall not be deemed a waiver by any Submitting Party of any privilege or entitlement to confidential treatment of such Confidential or Highly Confidential Information. Reviewing Parties, by viewing this material, agree: (1) not to assert any such waiver; (2) not to use Confidential or Highly Confidential Information to seek disclosure in any other proceeding; and (3) that accidental disclosure of Confidential or Highly Confidential Information by a Submitting Party to a Reviewing Party shall not be deemed a waiver of any privilege or entitlement provided that the Submitting Party takes prompt remedial action.

20. *Subpoena by Courts, Departments*, *or Agencies*. If a court, or a federal or state department or agency issues a subpoena for or orders the production of Stamped Confidential Documents, Stamped Highly Confidential Documents, Confidential Information or Highly Confidential Information that a party has obtained under the terms of this Modified Joint Protective Order, such party shall promptly notify each relevant Submitting Party and each relevant Third Party Interest Holder of the pendency of such subpoena or order. Consistent with the independent authority of any court, department or agency, such notification must be accomplished such that the Submitting Parties and Third Party Interest Holders have sufficient opportunity to oppose such production prior to the production or disclosure of any Stamped Confidential Document, Stamped Highly Confidential Document, Confidential Information or Highly Confidential Information.

21. *Violations of the Modified Joint Protective Order*. Should a Reviewing Party violate any of the terms of this Modified Joint Protective Order, such Reviewing Party shall immediately convey that fact to the Commission and to the relevant Submitting Parties and Third Party Interest Holders. Further, should such violation consist of improper disclosure of Confidential or Highly Confidential Information, the violating person shall take all necessary steps to remedy the improper disclosure. The Commission retains its full authority to fashion appropriate sanctions for violations of this Modified Joint Protective Order, including but not limited to suspension or disbarment of Counsel or Consultants from practice before the Commission, forfeitures, cease and desist orders, and denial of further access to Confidential or Highly Confidential Information in this or any other Commission proceeding. Nothing in this Modified Joint Protective Order shall limit any other rights and remedies available to the Submitting Party, or any other party with respect to that party's confidential information, at law or in equity against any person using Confidential or Highly Confidential Information in a manner not authorized by this Modified Joint Protective Order.

22. *Termination of Proceeding*. The provisions of this Modified Joint Protective Order shall not terminate at the conclusion of this proceeding. Within two weeks after conclusion of this proceeding and any administrative or judicial review, Reviewing Parties shall destroy or return to the Submitting Party Stamped Confidential Documents and Stamped Highly Confidential Documents and all copies of the same.[9] No material whatsoever containing or derived from Confidential and Highly Confidential Information may be retained by any person having access thereto, except Outside Counsel and Outside Consultants may retain, under the continuing strictures of this Modified Joint Protective Order, two copies of pleadings (one of which may be in electronic format) prepared in whole or in part by that party that contain Confidential or Highly Confidential Information, and one copy of orders issued by the Commission or Bureau that contain Confidential or Highly Confidential Information. All Reviewing Parties shall certify compliance with these terms and shall deliver such certification to Counsel for the Submitting Party and to the Commission not more than three weeks after conclusion of this proceeding.

[9] Pursuant to paragraph 11, all computer files containing Highly Confidential Information in electronic format shall be deleted from the computer no later than when proceedings at the Commission are complete.

Such certification shall be made pursuant to 28 U.S.C. section 1746 and is subject to 18 U.S.C. section 1001. The provisions of this paragraph regarding retention of Stamped Confidential Documents and Stamped Highly Confidential Documents and copies of the same and Confidential and Highly Confidential Information shall not be construed to apply to the Commission or its staff.

23. *Questions*. Questions concerning this Modified Joint Protective Order should be addressed to Neil Dellar, Neil.Dellar@fcc.gov, (202) 418-8214, Transaction Team, Office of General Counsel, and to Joel Rabinovitz, Joel.Rabinovitz@fcc.gov, (202) 418-0689, Transaction Team, Office of General Counsel.

24. *Authority*. This Order is issued pursuant to sections 4(i), 214 and 310(d) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), 214 and 310(d), section 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4), and authority delegated under section 0.283 of the Commission's rules, 47 C.F.R. § 0.283, and is effective upon its adoption.

FEDERAL COMMUNICATIONS COMMISSION

William T. Lake
Chief, Media Bureau

APPENDIX A

Highly Confidential Information and Documents

As specified in paragraphs 2 and 3 of the Modified Joint Protective Order, only information and documents set forth in this Appendix and that otherwise meet the definition of Highly Confidential Information or Highly Confidential Documents may be designated as Highly Confidential. This Appendix will be updated as necessary.

1. Information that contains or details the terms and conditions of or strategy related to a Submitting Party's most sensitive business negotiations or contracts (*e.g.*, marketing, service or product agreements, programming agreements, agreements relating to potential mergers and acquisitions, and comparably sensitive contracts).
2. Information that discusses specific steps that will be taken to integrate companies or discussions of specific detail or disaggregated quantification of merger integration benefits or efficiencies (including costs, benefits, timeline, and risks of the integration).
3. Information that discusses in detail current or future plans to compete for a customer or specific groups or types of customers (*e.g.*, business or wholesale customers), including specific pricing or contract proposals, pricing strategies, product strategies, advertising or marketing strategies, future business plans, procurement strategies, technology implementation or deployment plans and strategies (*e.g.*, engineering capacity planning documents), plans for handling acquired customers, and human resources and staffing strategies.
4. Information that discloses the identity or characteristics of specific customers or of those a company is targeting or with whom a company is negotiating (including identifying information about specific customer facilities, information about customers' levels of demand, and information regarding pricing proposals).
5. Information that provides granular information about a Submitting Party's current or future costs, revenues, marginal revenues, market share or customers.
6. Detailed information describing or illustrating how a Submitting Party analyzes its competitors, including sources and methods used in these analyses, any limits on use of these analyses or data, and how such analyses or data are used.
7. Information that provides numbers of customers and revenues broken down by customer type (*e.g.*, business) and zip code or market area (*e.g.*, CMA/MSA/RSA, DMA, state, regional cluster).
8. Information that discusses in detail the number or anticipated changes in the number of customers or amount of traffic, including churn rate data, broken down by zip code or market and detailed information about why customers discontinue service.
9. Information that provides detailed or granular engineering capacity information or information about specific facilities, including collocation sites, cell sites, or maps of network facilities.
10. Information that provides detailed technical performance data and test results.

ATTACHMENT B

Acknowledgment of Confidentiality

MB Docket No. 14-57

I am seeking access to [ ] only Confidential Information or [ ] Confidential and Highly Confidential Information.

I hereby acknowledge that I have received and read a copy of the foregoing Modified Joint Protective Order in the above-captioned proceeding, and I understand it.

I agree that I am bound by the Modified Joint Protective Order and that I shall not disclose or use Stamped Confidential Documents, Stamped Highly Confidential Documents, Confidential Information or Highly Confidential Information except as allowed by the Modified Joint Protective Order.

I acknowledge that a violation of the Modified Joint Protective Order is a violation of an order of the Federal Communications Commission (Commission). I further acknowledge that the Commission retains its full authority to fashion appropriate sanctions for violations of this Modified Joint Protective Order, including but not limited to suspension or disbarment of Counsel or Consultants from practice before the Commission, forfeitures, cease and desist orders, and denial of further access to Confidential or Highly Confidential Information in this or any other Commission proceeding.

I acknowledge that nothing in the Modified Joint Protective Order limits any other rights and remedies available to a Submitting Party or a Third Party Interest Holder at law or in equity against me if I use Confidential or Highly Confidential Information in a manner not authorized by this Modified Joint Protective Order.

I certify that I am not involved in Competitive Decision-Making.

Without limiting the foregoing, to the extent that I have any employment, affiliation, or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or advocacy organization), I acknowledge specifically that my access to any information obtained as a result of the Modified Joint Protective Order is due solely to my capacity as Counsel or Outside Consultant to a party or as a person described in paragraph 13 of the Modified Joint Protective Order and agree that I will not use such information in any other capacity.

I acknowledge that it is my obligation to ensure that Stamped Confidential Documents and Stamped Highly Confidential Documents are not duplicated except as specifically permitted by the terms of the Modified Joint Protective Order and to ensure that there is no disclosure of Confidential Information or Highly Confidential Information in my possession or in the possession of those who work for me, except as provided in the Modified Joint Protective Order.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized disclosure of Confidential Information and Highly Confidential Information.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Modified Joint Protective Order.

Executed this ___ day of _____, 20__.

_____

[Name]
[Position]
[Firm]
[Telephone]