

Exhibit A

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

In the Matter of

Implementation of Section 103 of the STELA
Reauthorization Act of 2014

Totality of the Circumstances Test

MB Docket No. 15-216

DECLARATION OF LINDA BURAKOFF

1. I, Linda Burakoff, am over 18 years of age and declare as follows.
2. I am the Vice President, Content & Programming, for DIRECTV, LLC (“DIRECTV”). I have held this position since August 2010. I began working at DIRECTV in November 1996, as Senior Counsel. I was later promoted to Assistant General Counsel and ultimately to Senior Director and then Vice President. In my current job, I am responsible for, among other things, negotiating retransmission consent agreements with broadcasters on behalf of DIRECTV. Since the merger, I also have negotiated retransmission consent agreements on behalf of AT&T. I have personally negotiated or overseen hundreds of retransmission consent agreements with broadcasters on behalf of DIRECTV.

3. Below, I address several bad-faith tactics that broadcasters use to increase their leverage in retransmission consent negotiations. These tactics include: (1) the sharing of confidential information by broadcasters’ outside counsel and consultants among different clients; (2) conditioning retransmission consent rights on carriage of national or regional cable channels, some of which AT&T/DIRECTV may not otherwise independently want to carry; (3) setting expiration dates just prior to marquee programming so that they will have greater

leverage during negotiations; (4) refusing to allow AT&T/DIRECTV to air marquee programming during negotiation impasses to provide subscribers the ability to view such events while both parties continue to negotiate in good faith; (5) not allowing AT&T/DIRECTV to import out-of-market signals to lessen the impact that a blackout would have on consumers; and (6) demanding that AT&T/DIRECTV pay a monthly fee per channel based on the total number of AT&T/DIRECTV subscribers regardless whether those subscribers even access those channels through AT&T/DIRECTV.

4. In my experience, the tactics described below have increased the leverage broadcasters have in retransmission consent negotiations.

Joint Negotiations and Sharing of Confidential Information

5. Based on my experience, broadcasters and networks frequently demand to negotiate retransmission consent for multiple stations that are not under their ownership. This significantly increases the leverage of broadcasters and networks in the negotiations thereby contributing to the increases in retransmission consent fees and the breakdowns in negotiation.

6. These problems are exacerbated by broadcasters' practices of using the same attorneys and consultants in retransmission negotiations that share confidential information among their clients. Although these are supposedly separate negotiations, these consultants and lawyers often propose the exact same fees, terms and conditions, and contractual language across different negotiations.

7. For example, recently DIRECTV was negotiating separate retransmission consent agreements with two broadcasters, both represented by the same outside counsel. Very shortly after a unique issue was added to one broadcaster's proposal, it was also added to the second broadcaster's proposal, even though that issue had never been raised until that time in previous

conversations or negotiations with the second broadcaster. DIRECTV has also had multiple instances where heavily negotiated terms and conditions in one broadcaster's agreement appeared in another broadcaster's initial draft in a subsequent negotiation (again, when represented by the same outside law firm). The second broadcaster, through its common legal representation, thus seeks to start negotiations by receiving the benefit of all the "gives" that the first broadcaster has received, without the tradeoffs that the first broadcaster had made in such exchange.

8. Under current practice, both parties to retransmission consent negotiation (AT&T/DIRECTV and the broadcaster) and their outside counsel and consultants agree to non-disclosure terms (or sign separate non-disclosure agreements) that prevent either party from disclosing the terms of these negotiations and agreements. On occasion, broadcasters' outside counsel have refused.

Bundling Demands

9. During negotiations, broadcasters have also demanded that AT&T/DIRECTV agree to carry non-broadcast channels as a condition of any retransmission consent agreement. In some cases, these are channels that AT&T/DIRECTV would not ordinarily carry but for such demands. Broadcasters also frequently impose minimum penetration requirements that, in effect, require overly broad distribution of these channels.

10. In some negotiations, broadcasters refuse even to provide a standalone price for their primary broadcast signals, even when AT&T/DIRECTV specifically requests such a price. In other negotiations, broadcasters will quote a standalone price that is patently unreasonable. For example, one large broadcasting group quoted a carriage fee for the local broadcast channel

on a stand-alone basis that was five times the carriage fee for the local broadcast channel when included as part of the bundle.

Marquee Programming

11. Broadcasters often insist that retransmission agreements expire prior to the airing of “marquee” programming on broadcast television.

12. Broadcasters have unabashedly admitted to our negotiating team that they want their agreements to expire around the NFL playoffs, the college football bowl season, the NBA playoffs, the Academy Awards, and other such high-profile events in order to maximize their leverage in future negotiations. Broadcasters also routinely deny requests to retransmit the signal temporarily during blackouts so that DIRECTV can air marquee events, even when those requests are accompanied by offers to pay license fees during such periods. When DIRECTV has proposed contract terms that expire in periods other than ones near marquee events, its requests have often been rejected by broadcasters. In contrast, broadcasters demand commitments from DIRECTV that it will not remove programming during ratings “sweeps.” They are thus seeking to use the threat of depriving consumers of programming as leverage to obtain asymmetrical terms that are uniquely beneficial to them.

13. In addition, AT&T/DIRECTV makes “true-up” offers that would allow interim carriage until agreement is reached, and would compensate broadcasters for the interim carriage at the new rate the parties eventually agree upon. These offers would ensure that broadcasters are compensated for any increase in fees (by making the increases retroactive to the interim carriage period) and would ensure that consumers do not miss marquee programming. However, broadcasters frequently reject these proposals or only agree to extensions right up to the beginning of a marquee event. In other cases, broadcasters will agree only to “one-hour”

extensions that are accompanied by “take it or leave it” offers that, in one recent example, would expire in as little as 45 minutes.

Out-of-Market Signals

14. When negotiations break down, AT&T/DIRECTV is unable to provide alternative programming to all of their subscribers via out-of-market signals affiliated with the same network. This skews the leverage in favor of broadcasters, who aggressively direct viewers to alternate MVPDs in the event of a dispute. Broadcasters also increasingly demand that AT&T/DIRECTV refrain from providing out-of-market network signals even when they otherwise would be legally entitled to do so (*e.g.*, out-of-market signal carriage to grandfathered subscribers, significantly viewed carriage, and out-of-market carriage to unserved territories).

Charging for Subscribers Who Do Not Receive Programming

15. In my experience, broadcasters increasingly demand that AT&T/DIRECTV (a) pay monthly retransmission fees for each subscriber it has in a local market, regardless of whether those subscribers receive the broadcasters’ channels free over-the-air and/or (b) distribute their signal to every subscriber in a DMA.

I declare under penalty of perjury, under the laws of the United States, that the foregoing is true and correct to the best of my knowledge and belief.

Executed on November 30, 2015

A handwritten signature in blue ink, appearing to read "Linda Burakoff", written over a horizontal line.

Linda Burakoff
Vice President, Content & Programming
DIRECTV