

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

In the Matters of	)	
	)	
Herring Broadcasting, Inc. d/b/a	)	MB Docket No. 08-214
WealthTV,	)	
Complainant	)	File No. CSR-7709-P
v.	)	
Time Warner Cable Inc.	)	
Defendant	)	
	)	
Herring Broadcasting, Inc. d/b/a	)	File No. CSR-7822-P
WealthTV,	)	
Complainant	)	
v.	)	
Bright House Networks, LLC,	)	
Defendant	)	
	)	
Herring Broadcasting, Inc. d/b/a	)	File No. CSR-7829-P
WealthTV,	)	
Complainant	)	
v.	)	
Cox Communications, Inc.,	)	
Defendant	)	
	)	
Herring Broadcasting, Inc. d/b/a	)	File No. CSR-7907-P
WealthTV,	)	
Complainant	)	
v.	)	
Comcast Corporation,	)	
Defendant	)	

**[PROPOSED] PROTECTIVE ORDER**

1. This Protective Order (the "Order") is intended to protect trade secrets and other commercially sensitive confidential information contained in (i) documents that are produced, given or exchanged by and among the Parties, or produced by non-parties, and deposition testimony provided as part of discovery in the Proceeding, and (ii) documents and testimony submitted as part of the record in the course of the Proceeding. The Order is not intended to constitute a resolution of the merits concerning whether any Confidential Information would be released publicly by the Commission upon a proper request under the Freedom of Information Act or other applicable law or regulation, including 47 C.F.R. § 0.442.

2. Definitions.

(a) Authorized Representative. "Authorized Representative" means an individual who has signed and filed a Declaration in the form of Attachment A to this Order (except as set forth in subparagraph (a)(i)) and is one of the following:

(i) Outside Counsel of Record for a Reviewing Party to this Proceeding, or any associated attorney, paralegal, clerical staff member or other employee or subcontractor reasonably necessary to render professional services in this Proceeding (except that a paralegal or other non-attorney employee of any Outside Counsel of Record for a Reviewing Party shall not be required to sign or file a Declaration for the purpose of one or more aspects of organizing, filing, coding, converting, storing, or retrieving documents or data containing Confidential Information or designing programs for handling data containing Confidential Information, or performing other clerical or ministerial functions with regard to documents containing Confidential Information);

(ii) In-house counsel engaged in the conduct of this Proceeding and their associated clerical staff to the extent reasonably necessary to assist in-house counsel in rendering professional services in this Proceeding;

(iii) Specified persons, including, but not limited to, employees and subcontractors of the Reviewing Parties and experts engaged by Reviewing Parties, requested by Authorized Representatives to furnish testimony and/or technical or other expert advice or service, or otherwise engaged to prepare material for the express purpose of participating in this Proceeding or directing or overseeing in-house counsel's prosecution or defense of this Proceeding; and

(iv) Any person designated by the Presiding Judge in the public interest.

(b) Commission. "Commission" means the Federal Communications Commission or any arm of the Commission acting pursuant to delegated authority.

(c) Confidential Information. "Confidential Information" means information, whether in oral or written form, so designated by a Designating Party (hereinafter defined) upon a determination in good faith that such information constitutes trade secrets or commercial or financial information privileged or confidential within the meaning of Exemption 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4) or any other *bona fide* claim of right or privilege. Confidential Information includes additional copies of, notes, and information derived from Confidential Information. Confidential Information also includes transcripts of hearing sessions to the extent described in Paragraphs 5 and 6.

(d) Declaration. "Declaration" means a sworn declaration in the form of Attachment A to this Order.

(e) Designating Party. "Designating Party" means a person or entity that seeks confidential treatment pursuant to this Order for Confidential Information submitted in this Proceeding.

(f) Enforcement Bureau Separated Trial Staff. "Enforcement Bureau Separated Trial Staff" means Enforcement Bureau staff working in this Proceeding.

(g) Highly Confidential Information. "Highly Confidential Information" means Confidential Information so designated by a Designating Party upon a determination in good faith that such information would, if disclosed to a counterparty or competitor of the Designating Party, significantly disadvantage the current or future negotiating or competitive position of the Designating Party. Highly Confidential Information includes additional copies of, notes regarding, and information derived from, Highly Confidential Information.

(h) Outside Counsel of Record. "Outside Counsel of Record" means the firm(s) of attorneys, or sole practitioner(s), as the case may be, representing the Parties in this Proceeding, including their attorneys, paralegals, clerical staff and other employees or subcontractors reasonably necessary to render professional services in this Proceeding. For the avoidance of doubt, Outside Counsel of Record shall exclude any employee of any of the Parties and includes the following law firms only as of the date of this Order: Wilkinson Barker Knauer, LLP; Willkie Farr & Gallagher LLP; Davis Polk & Wardwell; Fleischman and Harding LLP; Sabin Bermant & Gould LLP; Dow Lohnes PLLC; Paul Weiss Rifkind Wharton & Garrison LLP; Kathleen Wallman, PLLC; and Kellogg, Huber, Hanser, Todd, Evans & Figel, P.L.L.C. (limited to attorneys who, as of the date of this Order, have entered an appearance on behalf of WealthTV). Outside Counsel of Record from firms other than those specified above or sole practitioners who subsequently enter appearances on behalf of one of the Parties in this Proceeding shall be recognized as such and included in this definition.

(i) Parties. The "Parties" to this Proceeding are Herring Broadcasting, Inc. d/b/a WealthTV, Time Warner Cable Inc., Bright House Networks, LLC, Cox Communications, Inc., Comcast Corporation, and the separated trial staff of the Enforcement Bureau of the Commission (the "Enforcement Bureau"). No other entity or natural person may become a Reviewing Party in this Proceeding absent the express, written consent of all of the Parties and the express, written authorization of the Presiding Judge. No entity or natural person other than one of the Parties or a non-party who produces documents or gives testimony in this Proceeding may become a Designating Party in this Proceeding absent the express, written consent of all of the Parties and the express, written authorization of the Presiding Judge.

(j) Presiding Judge. "Presiding Judge" means the Honorable Richard L. Sippel, Chief Administrative Law Judge, or such other official as may subsequently be appointed by the Commission or the Chief Administrative Law Judge to preside over this Proceeding.

(k) Reviewing Party. "Reviewing Party" means a Party whose Authorized Representative has signed a Declaration.

(l) Proceeding. "Proceeding" means only the proceeding to adjudicate the complaints in File Nos. CSR-7709-P, CSR-7822-P, CSR-7829-P, and CSR-7907-P, and does not include the adjudication of any other complaint in the above-captioned docket.

3. Claim of Confidentiality. A Designating Party may designate information as “Confidential Information” or “Highly Confidential Information” consistent with the definitions of those terms in Paragraphs 2(c) and 2(g) of this Protective Order.

(a) The Presiding Judge may, *sua sponte* or upon petition, pursuant to 47 C.F.R. §§ 0.459 and 0.461, determine that all or part of any information designated as “Confidential Information” is not entitled to protection as such because it is not a trade secret or commercial or financial information privileged or confidential within the meaning of Exemption 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4) or any other *bona fide* claim of right or privilege.

(b) The Presiding Judge may, *sua sponte* or upon petition, determine that all or part of any information designated as “Highly Confidential Information” is not entitled to protection as such because its disclosure to a counterparty or competitor of the Designating Party would not significantly disadvantage the current or future negotiating or competitive position of the Designating Party. There shall be a rebuttable presumption that the following information is entitled to protection as Highly Confidential Information: (i) confidential agreements for the sale, licensing, or carriage of video programming, video programming services, or components thereof to which the Designating Party is a party and (ii) descriptions of any commercially sensitive term of an agreement described in subparagraph (b)(i).

(c) Prior to making any determination under subparagraph (a) or (b) that designated information is not entitled to protection as Confidential Information or Highly Confidential Information, the Presiding Judge shall afford the Designating Party notice and opportunity to comment. The Designating Party shall bear the burden of establishing that information is entitled to protection as Confidential Information or Highly Confidential information. In the event that the Presiding Judge determines that designated Confidential Information or Highly Confidential Information will not be afforded confidential or highly confidential treatment, the Designating Party shall have three (3) business days following notice of the decision to withdraw that information from the record without public disclosure of the designated Confidential Information or Highly Confidential Information.

4. Procedures for Claiming Documents and Data Are Confidential or Highly Confidential.

(a) Documents or data shall be designated as Confidential Information or Highly Confidential Information for purposes of this Order by affixing the legend “CONFIDENTIAL [AND/OR HIGHLY CONFIDENTIAL], SUBJECT TO PROTECTIVE ORDER IN FCC FILE NOS. CSR-7709-P, 7822-P, 7829-P, 7907-P” to the front page of the document or data or, for data, to the outside of the container or medium in which the data is produced. The inadvertent failure to designate a document or data as Confidential Information or Highly Confidential Information does not constitute a waiver of such claim and may be corrected by supplemental written notice at any time, accompanied by a copy of the document or data bearing the appropriate legend, with the effect that such document or data shall be subject to the protections of this Order from the time it is designated as Confidential Information or Highly Confidential Information.

(b) Confidential Information and/or Highly Confidential Information

submitted in writing to the Presiding Judge or the Commission shall be filed under seal and shall bear on the front page in bold print, "CONFIDENTIAL [AND/OR HIGHLY CONFIDENTIAL], SUBJECT TO PROTECTIVE ORDER IN FCC FILE NOS. CSR-7709-P, 7822-P, 7829-P, 7907-P." Such filings shall also comply with Paragraph 13 of this Protective Order.

5. Confidential Information in Deposition Testimony, Oral Hearing Testimony and Oral Argument. The parties commit to conduct deposition testimony, oral hearing testimony and oral argument in a manner that to the maximum extent possible does not refer to Confidential Information and does not require the clearing of the testimony room or hearing room. If any Reviewing Party must in good faith unavoidably include, utilize, or refer to any Confidential Information in testimony or exhibits during the hearing or during a deposition in such a manner that unavoidably requires disclosure of such material, it shall serve such Confidential Information in a manner reasonably calculated to ensure its confidentiality is maintained. That portion of an examination of a witness that concerns Confidential Information shall be conducted in camera and closed to all persons except Authorized Representatives of Reviewing Parties, Enforcement Bureau separated trial staff, the Presiding Judge and his staff, a witness then testifying, and the hearing reporter. Upon objection by any party that oral testimony during the hearing will unavoidably lead to discussion of Confidential Information, the Presiding Judge may order the hearing room to be closed during such period as set forth above. Persons present at the hearing may not disclose the contents of the testimony to any person that is not an Authorized Representative of a Reviewing Party, or is not Enforcement Bureau separated trial staff, prior to the designation of Confidential Information in transcripts described in Paragraph 6 of this Protective Order. With respect to testimony that does not involve Confidential Information, the hearing will not be closed.

6. Designation of Confidential Information in Transcripts.

(a) Deposition testimony may be designated as Confidential Information or Highly Confidential Information by (i) a statement on the record, by counsel, at or before the conclusion of the deposition, or (ii) by written notice, sent by counsel to all parties within five (5) business days after the receipt of the preliminary transcript of the deposition. Deposition testimony shall be considered Confidential Information until five (5) business days from the receipt by counsel of the preliminary transcript, so as to allow for possible designation under subparagraph (a)(ii). The parties may modify this procedure for any particular deposition through agreement on the record at such deposition, or other written agreement, without further order of the Presiding Judge;

(b) The transcripts of oral hearing testimony and oral argument will be considered Confidential Information until seven (7) business days after the transcript for the last day of the hearing involving the Parties to this Protective Order is made available to the Parties by the hearing reporter. During this period, any of the Reviewing Parties may designate portions of the transcripts as Confidential Information by identifying the page numbers and specific language so designated in a confidential submission filed with the Office of the Secretary and served on each of the Authorized Representatives of the Reviewing Parties in this Proceeding and on Enforcement Bureau separated trial staff. Such designation shall consist of a substitute transcript page in which the designated Confidential Information is redacted. Pages redacted pursuant to this paragraph must be clearly marked "Redacted." Following this seven (7) business day period, the transcripts,

except for portions designated by one or more of the Reviewing Parties as Confidential Information, will no longer be deemed Confidential Information. The hearing reporter shall not provide transcripts containing Confidential Information to anyone other than Outside Counsel of Record for the Parties in this Proceeding, Enforcement Bureau separated trial staff, and the Presiding Judge and his staff.

7. Storage of Confidential Information at the Commission. The Secretary of the Commission or other Commission staff to whom Confidential Information is submitted shall place the Confidential Information in a non-public file. Confidential Information shall be segregated in the files of the Commission, and shall be withheld from inspection by any person not bound by the terms of this Protective Order, unless such Confidential Information is released from the restrictions of this Order either through agreement of the parties, or pursuant to the order of the Presiding Judge, the Commission pursuant to a proper request under the Freedom of Information Act, or a court having jurisdiction.

8. Access to Confidential Information.

(a) The following persons may obtain access to Confidential Information and Highly Confidential Information without executing the attached Declaration: (i) the Presiding Judge and his staff; (ii) Enforcement Bureau separated trial staff; (iii) the hearing (or deposition) reporter; (iv) to the extent exceptions or other pleadings containing Confidential Information or Highly Confidential Information are filed with the Commission, the Chairman, Commissioners or other Commission staff working on or assisting the Commission in connection with its decision on such exceptions or other pleadings; (v) any reviewing court and its associated personnel; and (vi) paralegals, service vendors, or other non-attorney employees or subcontractors of an Authorized Representative for the purpose of 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, it being understood that to the extent any Confidential Information in the possession of any Authorized Representative is accessed, inadvertently or otherwise, by any paralegal, clerical staff member, employee, subcontractor or any other person who has not signed a Declaration, the applicable Authorized Representative shall be held responsible for any violation of this Order.

(b) Except as provided in subparagraph (a), Confidential Information (excluding Highly Confidential Information) may be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part only to Authorized Representatives of Reviewing Parties, as defined by Paragraph 2(a) of this Order. Before an Authorized Representative of a Reviewing Party may obtain any access to Confidential Information, such person must execute a Declaration.

(c) Except as provided in subparagraph (a), Highly Confidential Information may be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part only to the following Authorized Representatives of Reviewing Parties: (i) one in-house litigation counsel of a Reviewing Party who is not involved in day-to-day negotiation of programming or carriage agreements; (ii) a Reviewing Party's Outside Counsel of Record or an expert or consultant who is not an employee of a Reviewing Party and is working with a Reviewing Party's Outside Counsel of Record in connection with one or more of the above-captioned cases; or (iii) any other specific Authorized Representative of a Reviewing Party, but only to the extent that the Presiding Judge or the Commission determines, based on a showing by the Reviewing Party, that such other Authorized Representative has a compelling need to access specific Highly Confidential Information.

(d) Except as otherwise provided in this paragraph, Confidential

Information or Highly Confidential Information shall not be disclosed to any other person. All persons who obtain Confidential Information or Highly Confidential Information in this Proceeding shall ensure that access to that Confidential Information or Highly Confidential Information is strictly limited as prescribed in this Order and is used only as provided in this Order.

(e) Highly Confidential Information shall only be disclosed to an outside consultant or expert according to the terms of this subparagraph. For the purposes of this Order, an outside consultant or expert shall be restricted to a person who is retained or employed as a bona fide consultant or expert for purposes of this Proceeding, whether full or part time, by or at the direction of the Reviewing Party's outside counsel of record. Before disclosing any Highly Confidential material, documents or information covered by this Order to any such outside consultant or expert, each outside consultant or expert so retained or employed shall sign and file a Declaration in the form of Attachment A to confirm that he or she has read this subparagraph, meets the requirements of this subparagraph, and is bound by the obligations set forth herein.

9. Procedures for Obtaining Access to Confidential Information. In all cases where access to Confidential Information by Authorized Representatives of Reviewing Parties is permitted pursuant to Paragraph 8, before reviewing or having access to any Confidential Information, except as provided in Paragraph 8(a), each person seeking such access shall execute a Declaration, file it with the Commission, and serve it upon the Designating Party by First Class mail and via email through their Outside Counsel of Record. Except as provided in Paragraph 8, no person may have access to or review Confidential Information until two (2) business days have elapsed from the day his or her Declaration has been filed and served upon the other Parties or until any objections to particular persons who have signed a Declaration are resolved. Each Party (other than the Enforcement Bureau) shall have an opportunity to object to the disclosure of its Confidential Information to any person who signs a Declaration. Any objection must be filed with the Presiding Judge and served on Outside Counsel of Record representing, retaining, or employing such person as promptly as practicable after receipt of the relevant Declaration, but in no event later than two (2) business days of receipt of the Declaration. Until any such objection is resolved by the Presiding Judge and, if appropriate, any court of competent jurisdiction prior to any disclosure, and unless such objection is resolved in favor of the person seeking access, persons subject to an objection from a Party (other than the Enforcement Bureau) shall not have access to Confidential Information.

10. Disclosure. An Authorized Representative of a Reviewing Party may disclose Confidential Information to other Authorized Representatives to whom disclosure is permitted under this Protective Order.

11. Requests for Additional Disclosure. If any person requests that the Commission disclose Confidential Information outside the terms of this Protective Order, that request will be treated in accordance with Sections 0.442 and 0.461 of the Commission's rules, 47 C.F.R. §§ 0.442, 0.461.

12. Use of Confidential Information and Highly Confidential Information. Except as provided in paragraph 8(d) of this Order, Confidential Information and Highly Confidential Information shall be used solely for the preparation and conduct of this

Proceeding; shall not be used for any other purpose (including but not limited competitive business purposes); and shall not be disclosed except in accordance with this Order. This Order shall not preclude the use of any material or information that is in the public domain or has been developed independently by any other person who has not had access to Confidential Information or Highly Confidential Information nor otherwise learned of its contents. Should the Commission rely upon or otherwise make reference to the contents of any of the Confidential Information or Highly Confidential Information in its decision in this Proceeding, it will do so by redacting any Confidential Information or Highly Confidential Information from the public version of the decision and by making the unredacted version of the decision available only to a court and to those persons entitled to access to Confidential Information and Highly Confidential Information under this Order.

13. Pleadings or Filings Using Confidential Information. Parties may, in any pleadings or other documents that they file in this Proceeding, reference Confidential Information, but only if they comply with the following procedures:

(a) Any portions of the filings that contain or disclose Confidential Information or Highly Confidential Information must be physically segregated from the remainder of the filings and filed under seal in accord with the remainder of this paragraph. This requirement is satisfied when a Party files (1) a redacted version of the document; and (2) a non-public version of the document (of which only one copy should be filed) that contains the Confidential Information or Highly Confidential Information bears the legend set forth in Paragraph 13(c);

(b) The portions or versions of pleadings containing or disclosing Confidential Information must designate the specific portions of the pleading containing such Confidential Information or Highly Confidential Information;

(c) The cover page and each page of any Party's filing that contains or discloses Confidential Information subject to this Order must be clearly marked: "CONFIDENTIAL [AND/OR HIGHLY CONFIDENTIAL], SUBJECT TO PROTECTIVE ORDER IN FCC FILE NOS. CSR-7709-P, 7822-P, 7829-P, 7907-P"; and

(d) The confidential version of the pleading, to the extent it is required to be served, shall be served upon the Secretary of the Commission, Outside Counsel of Record that have signed the attached Declaration, and Enforcement Bureau separated trial staff, with a courtesy copy to the Presiding Judge and his assistant, where relevant. Such confidential versions shall be filed under seal, and shall not be placed in the Commission's Public File unless the Commission directs otherwise (with notice to the Designating Party and an opportunity to comment on such proposed disclosure). Except as provided above, Parties may not provide courtesy copies of pleadings containing Confidential Information to any other person, including the Chairman, Commissioners, or Commission staff.

14. Client Consultation. Nothing in this Order shall prevent or otherwise restrict Outside Counsel of Record from rendering advice to their clients relating to the conduct of this Proceeding or any subsequent administrative or judicial proceeding arising therefrom and, in the course thereof, relying generally on examination of Confidential

Information and Highly Confidential Information; *provided, however*, that in rendering such advice and otherwise communicating with such client, Outside Counsel of Record shall not disclose Confidential Information or Highly Confidential Information except as consistent with this Order.

15. Violations of Order. Should a Reviewing Party that has properly obtained access to Confidential Information or Highly Confidential Information under this Order violate any of its terms, it shall immediately convey that fact to the Designating Party, which may choose to bring it to the attention of the Presiding Judge as appropriate. Further, should such violation consist of improper disclosure or use of Confidential Information or Highly Confidential Information, the violating party shall take all necessary steps to remedy the improper disclosure or use. The violating party shall also immediately notify the Designating Party, in writing, of the identity of each party known or reasonably suspected to have obtained the Confidential Information or Highly Confidential Information through any such disclosure. The Commission and, to the extent that the Commission's authority is so delegated, the Presiding Judge retain their full authority to fashion appropriate sanctions for violations of this Order, including but not limited to suspension or disbarment of attorneys from practice before the Commission, forfeitures, cease and desist orders, and denial of further access to Confidential Information in this or any other Commission proceeding. Nothing in this Order shall limit any other rights and remedies available to the Designating Party at law or equity against any person using Confidential Information or Highly Confidential Information in a manner not authorized by this Order.

16. Termination of Proceeding. Within two weeks after final resolution of this Proceeding (which includes any administrative or judicial appeals), Authorized Representatives of Reviewing Parties shall, at the direction of the Designating Party, make their best efforts to destroy or return to the Designating Party all Confidential Information and Highly Confidential Information as well as all copies and derivative materials made, and shall certify in a writing served on the Designating Party that such best efforts have been conducted to ensure that no Confidential Information or Highly Confidential Information has been retained by any person having access thereto, except that each Outside Counsel of Record representing a Reviewing Party may retain two paper copies and one electronic copy of all pleadings filed in this Proceeding and all transcripts created in connection with this Proceeding, regardless of whether such pleadings or transcripts contain Confidential Information. Any Confidential Information contained in any copies of pleadings or transcripts retained by counsel to a Reviewing Party or in materials that have been destroyed pursuant to this paragraph shall be protected from disclosure or use indefinitely in accordance with this Protective Order unless such Confidential Information or Highly Confidential Information is released from the restrictions of this Order either through agreement of the parties, or pursuant to the order of the Presiding Judge, the Commission, or a court having jurisdiction. Authorized Representatives of Reviewing Parties shall have a continuing obligation to destroy any previously undestroyed documents if and when they are discovered.

17. No Waiver of Confidentiality. Disclosure of Confidential Information or Highly Confidential Information as provided herein shall not be deemed a waiver by the Designating Party of any entitlement to confidential treatment of such Confidential Information or Highly Confidential Information. Reviewing Parties, by viewing these materials: (a) agree not to assert any such waiver; (b) agree not to use Confidential

Information or Highly Confidential Information in any proceeding other than such as permitted herein unless obtained independently of this Proceeding; and (c) agree that accidental disclosure of Confidential Information or Highly Confidential Information shall not be deemed a waiver of entitlement to confidential treatment of such Confidential Information or Highly Confidential Information.

18. Subpoena by Courts, Departments, or Agencies. If a court or a federal or state department or agency issues a subpoena or orders production of Confidential Information or Highly Confidential Information that a party has obtained under terms of this Protective Order, such party shall promptly notify in writing each Designating Party 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 Designating Party has a full opportunity to oppose such production, which shall be at least five (5) business days prior to the production or disclosure of any Confidential Information or Highly Confidential Information.

19. Additional Rights Preserved. The entry of this Order is without prejudice to the rights of the Designating Party to apply for additional or different protection where it is deemed necessary or to the rights of Reviewing Parties to request further or renewed disclosure of Confidential Information or Highly Confidential Information.

20. Effect of Order. This Order constitutes an order of the Presiding Judge and an agreement among the Parties and the persons executing the attached Declaration. This Order will continue in force until modified by the Presiding Judge, and its protections will remain in force after the conclusion of the hearing phase of this Proceeding.

21. Authority. This Order is issued pursuant to Sections 4(i) and 4(j) of the Communications Act, as amended, 47 U.S.C. §§ 154(i), (j) and 47 C.F.R. §§ 0.457(d), 1.313, and Section 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4).

FEDERAL COMMUNICATIONS COMMISSION

Richard L. Sippel  
Administrative Law Judge

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

In the Matters of	)	
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v.	)	
Comcast Corporation,	)	
Defendant	)	

**DECLARATION**

I, \_\_\_\_\_, hereby declare under penalty of perjury that I have read the protective order that has been entered by the Presiding Judge with respect to the above-captioned cases, and that I agree to be bound by its terms pertaining to the treatment of Confidential Information and Highly Confidential Information submitted by parties to this Proceeding. I understand that the Confidential Information and Highly Confidential Information shall not be disclosed to anyone except in accordance with the terms of the protective order and shall be used only for purposes of the above-captioned Proceeding (except as otherwise provided in the protective order). In particular, I will not use the Confidential Information or Highly Confidential Information for competitive commercial or business purposes, including competitive decision-making.

To the extent that I am an outside consultant or expert as defined in subparagraph 8(e) of the protective order, I acknowledge that I have read subparagraph 8(e) of the protective order and agree, in addition to the restrictions set forth above, to be bound by the obligations described in subparagraph 8(e). In particular, and without limitation, in conformity with subparagraph 8(e) and paragraph 12, I agree not to use or rely on any Confidential Information or Highly Confidential Information in connection with the negotiation of agreements for the sale, licensing or carriage of video programming, including any advice or other work related thereto, where such negotiations are adverse to the Designating Party. In addition, I understand and agree to comply with the procedures described in paragraph 16 of the protective order regarding the destruction or return of all Confidential and Highly Confidential Information to which I have access as well as any copies and derivative materials made, including the continuing obligation to destroy any previously undestroyed documents if and when they are discovered.

I acknowledge that a violation of the protective order is a violation of an order of the Federal Communications Commission. I acknowledge that this Declaration is also a binding agreement with the Designating Party.

(signed) \_\_\_\_\_

(printed name) \_\_\_\_\_

(representing) \_\_\_\_\_

(title) \_\_\_\_\_

(employer) \_\_\_\_\_

(address) \_\_\_\_\_

(phone) \_\_\_\_\_

(date) \_\_\_\_\_