MAILED
FEB - 3 2009
FCC MAIL ROOM

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

In the Matter of	)	
	)	
	)	MB Docket No. 08-214
Herring Broadcasting, Inc. d/b/a WealthTV, Complainant	)	File No. CSR-7709-P
v.	)	
Time Warner Cable Inc. Defendant	)	
	)	
Herring Broadcasting, Inc. d/b/a WealthTV, Complainant	)	File No. CSR-7822-P
v.	)	
Bright House Networks, LLC, Defendant	)	
	)	
Herring Broadcasting, Inc. d/b/a WealthTV, Complainant	)	File No. CSR-7829-P
v.	)	
Cox Communications, Inc., Defendant	)	
	)	
Herring Broadcasting, Inc. d/b/a WealthTV, Complainant	)	File No. CSR-7907-P
v.	)	
Comcast Corporation, Defendant	)	
	)	
NFL Enterprises LLC, Complainant	)	File No. CSR-7876-P
v.	)	
Comcast Cable Communications, LLC, Defendant	)	
	)	
TCR Sports Broadcasting Holding, L.L.P., d/b/a Mid-Atlantic Sports Network, Complainant	)	File No. CSR-8001-P
v.	)	
Comcast Corporation, Defendant	)	

ORDER

Adopted: January 16, 2009 **Released: January 16, 2009**

By the Chief, Media Bureau:

1. On October 10, 2008, the Media Bureau issued a *Memorandum Opinion and Hearing Designation Order* ("HDO") referring the above-captioned matters to an Administrative Law Judge ("ALJ") for recommended decisions.[1] The Media Bureau has since issued *Orders* noting that the ALJ's delegated authority over these hearing matters has expired under the terms of the HDO and providing that the Media Bureau will proceed to resolve these disputes without the benefit of recommended decisions from the ALJ.[2]

2. In order to assist in the resolution of the above-captioned matters, the parties are directed to submit to the Bureau by January 28, 2009, any additional and/or updated arguments and evidence that are responsive to the following questions and requests:[3]

3. *WealthTV v. Time Warner Cable*, File No. CSR-7709-P

(a) Was the programming offered on MOJO materially different from that offered under the name INHD?[4]

(b) Is there less demand among consumers for the programming offered by WealthTV than there was for the programming offered by MOJO?

(c) Describe the reasons that led to the decision of iNDEMAND to shut down MOJO.[5]

(d) Provide all documents discussing (i) Time Warner Cable's analysis and assessment of WealthTV, including its assessment of the potential value of WealthTV to Time Warner Cable's subscribers; and (ii) the reasons for Time Warner Cable's decision regarding whether to carry WealthTV.

4. *WealthTV v. Bright House Networks*, File No. CSR-7822-P

(a) Was the programming offered on MOJO materially different from that offered under the name INHD?[6]

(b) Is there less demand among consumers for the programming offered by WealthTV than there was for the programming offered by MOJO?

---

[1] *In the Matter of Herring Broadcasting Inc., d/b/a WealthTV, et al.*, Memorandum Opinion and Hearing Designation Order, 23 FCC Rcd 14787, MB Docket 08-214 (rel. Oct. 10, 2008) ("HDO").

[2] *In the Matter of Herring Broadcasting Inc., d/b/a WealthTV, et al.*, Memorandum Opinion and Order, DA 08-2805, MB Docket 08-214 (rel. Dec. 24, 2008); *In the Matter of NFL Enterprises LLC*, Memorandum Opinion and Order, DA 08-2819, MB Docket 08-214 (rel. Dec. 31, 2008).

[3] *See* 47 C.F.R. §§ 76.7(e), (f).

[4] We ask the parties to supplement and/or update the existing record on this point. *See, e.g.*, WealthTV Complaint Against TWC at ¶¶ 22, 32 and Exhibit 11; WealthTV Reply to TWC at 15 and Exhibit 4, Affidavit of Jedd Palmer, at ¶ 7; TWC Answer at 22-24, Exhibit 8, Declaration of Michael Egan, at ¶¶ 5-6, 14, and Exhibit 9, Declaration of Stacie Gray, at ¶¶ 3-7, 9.

[5] *See* Letter from Michael H. Hammer, Counsel for Comcast, to Marlene H. Dortch, Secretary, FCC, File No. CSR-7907-P (filed October 10, 2008).

[6] We ask the parties to supplement and/or update the existing record on this point. *See, e.g.*, WealthTV Complaint Against BHN at ¶¶ 17, 27, Exhibit 7, Affidavit of Jedd Palmer, at ¶ 7, and Exhibit 9; WealthTV Reply to BHN at 15-16; BHN Answer at 22-23 and Exhibit 6, Declaration of Stacie Gray, at ¶¶ 3-7, 10.

(c) *Describe the reasons that led to the decision of iNDEMAND to shut down MOJO.*[7]

(d) Provide all documents discussing (i) Bright House Network's analysis and assessment of WealthTV, including its assessment of the potential value of WealthTV to Bright House Network's subscribers; and (ii) the reasons for Bright House Network's decision regarding whether to carry WealthTV.[8]

5. *WealthTV v. Cox*, File No. CSR-7829-P

(a) Was the programming offered on MOJO materially different from that offered under the name INHD?[9]

(b) Is there less demand among consumers for the programming offered by WealthTV than there was for the programming offered by MOJO?

(c) Describe the reasons that led to the decision of iNDEMAND to shut down MOJO.[10]

(d) Provide all documents discussing (i) Cox's analysis and assessment of WealthTV, including its assessment of the potential value of WealthTV to Cox's subscribers; and (ii) the reasons for Cox's decision regarding whether to carry WealthTV.

6. *WealthTV v. Comcast*, File No. CSR-7907-P

(a) Was the programming offered on MOJO materially different from that offered under the name INHD?[11]

(b) Is there less demand among consumers for the programming offered by WealthTV than there was for the programming offered by MOJO?

(c) Describe the reasons that led to the decision of iNDEMAND to shut down MOJO.[12]

---

[7] *See supra* n.5.

[8] We ask the parties to supplement and/or update the existing record on this point. *See, e.g.*, BHN Answer at 15-16, Exhibit 2, Declaration of Anne Stith, at ¶ 11, and Exhibit 4.

[9] We ask the parties to supplement and/or update the existing record on this point. *See, e.g.*, WealthTV Complaint Against Cox at ¶¶ 19, 29, Exhibit 6, Affidavit of Jedd Palmer, at ¶ 7,and Exhibit 7; WealthTV Reply to BHN at 16-17; Cox Answer at 2-3, 8-9, Exhibit 1, Declaration of Robert C. Wilson, at ¶¶ 11, 14, and Exhibit 2, Declaration of Stacie Gray, at ¶¶ 3-7, 10.

[10] *See supra* n.5.

[11] We ask the parties to supplement and/or update the existing record on this point. *See, e.g.*, WealthTV Complaint Against Comcast at ¶¶ 17, 27, Exhibit 8, Affidavit of Jedd Palmer, at ¶ 7, Exhibit 10; WealthTV Reply to Comcast at 19-20; Comcast Answer at 3 (¶ 5), 17 (¶ 34), 18-19 (¶ 36), Exhibit 2, Declaration of Madison Bond, at ¶ 18; Exhibit 6, Declaration of Stacie Gray, at ¶¶ 3-9.

[12] *See supra* n.5.

(d) Provide all documents discussing (i) Comcast's analysis and assessment of WealthTV, including its assessment of the potential value of WealthTV to Comcast's subscribers; *and (ii) the reasons for Comcast's decision regarding whether to carry WealthTV.*

7. *NFL Enterprises v. Comcast*, File No. CSR-7876-P

(a) How does the popularity of the programming offered by the NFL Network compare to the popularity of programming offered by Versus and the Golf Channel? For example, how does the popularity of professional football programming compare to the popularity of the flagship professional sports programming carried by the Golf Channel (golf) and Versus (hockey, bull riding, cage fighting, and cycling)?

(b) Is there a substantial demand among consumers to see out-of-market NFL games?

(c) How does the license fee for the NFL Network compare to the license fee for other sports networks?[13]

(d) When Comcast moved the NFL Network to a premium sports tier, did it reduce the monthly fees charged to customers who were no longer receiving the NFL Network?[14]

(e) Provide all documents discussing (i) Comcast's analysis and assessment of the NFL Network, including its assessment of the potential value of the NFL Network to Comcast's subscribers; and (ii) the reasons for Comcast's decision to move the NFL Network to a sports tier.

(f) Did any representative of Comcast ever state or imply to any representative of the NFL that Comcast might move the NFL Network to the premium sports tier if the NFL did not license a package of eight live NFL regular season games to Versus?[15]

8. *MASN v. Comcast*, File No. CSR-8001-P

(a) How does the license fee charged by MASN compare to the license fee charged by Comcast SportsNet Philadelphia and Comcast SportsNet Mid-Atlantic?

(b) Is there a demand for the programming offered by MASN in the Harrisburg DMA, the Roanoke-Lynchburg DMA, and the Tri-Cities DMA? For example, was programming currently carried by MASN previously carried by Comcast-affiliated RSNs in those DMAs?[16] To what extent do other MVPDs carry MASN in these DMAs?[17]

---

[13] We ask the parties to supplement and/or update the existing record on this point. *See, e.g.*, NFL Reply to Comcast at ¶ 24.

[14] We ask the parties to supplement and/or update the existing record on this point. *See, e.g.*, NFL Reply to Comcast at ¶ 20, Exhibit 3, Declaration of Frank Hawkins, at ¶ 8.

[15] We ask the parties to supplement and/or update the existing record on this point. *See, e.g.*, NFL Complaint Against Comcast at ¶ 73, Exhibit 3, Declaration of Frank Hawkins, at ¶ 11; Comcast Answer to NFL at 75-76 (¶ 73).

[16] We ask the parties to supplement and/or update the existing record on this point. *See, e.g.*, MASN Complaint Against Comcast at ¶¶ 13, 78, 87; MASN Reply to Comcast at ¶ 81; Comcast Answer to MASN at ¶¶ 11, 45, p.36-37 (¶ 13), p. 49 (¶ 78), Exhibit B, Declaration of Madison Bond, at ¶ 18, and Exhibit C, Declaration of Michael Ortman, at ¶ 9.

(c) Provide all documents discussing (i) Comcast's analysis and assessment of MASN, including its assessment of the potential value of MASN to Comcast's subscribers in the *Harrisburg DMA, the Roanoke-Lynchburg DMA, and the Tri-Cities DMA; and (ii)* the reasons for Comcast's decision regarding whether to carry MASN on its systems in the Harrisburg DMA, the Roanoke-Lynchburg DMA, and the Tri-Cities DMA.

9. In addition, by January 28, 2009, each party shall file with the Bureau a best and final offer for the price for carriage of the complainant's network on the defendant's systems[18] and explain the justification for such offer. These filings will assist the Bureau in determining the appropriate price for carriage in the event that the Bureau finds in favor of a complainant and determines that mandatory carriage of a complainant's programming on a defendant's systems is an appropriate remedy.[19]

10. We anticipate that some of the documents submitted by the parties (each a "Submitting Party") in response to this *Order* may contain proprietary or confidential information, and that, therefore, such documents should be made available pursuant to a Protective Order. Consequently, the Media Bureau hereby adopts the Protective Order attached as Appendix A to ensure that any confidential or proprietary documents submitted by a Submitting Party are afforded adequate protection.[20] This Protective Order does not constitute a resolution of the merits concerning whether any information submitted under the Protective Order would be released publicly by the Commission upon a proper request under the Freedom of Information Act ("FOIA") or otherwise.

11. Each party shall have the option to file with the Bureau a Brief by February 6, 2009. The Brief must not exceed 25 double-spaced typewritten pages and shall focus only on the significance of information submitted in response to this *Order*.

12. The Media Bureau will resolve these matters by the following dates:

WealthTV v. Time Warner Cable, File No. CSR-7709-P – February 13, 2009
WealthTV v. Bright House Networks, File No. CSR-7822-P – February 13, 2009
WealthTV v. Cox, File No. CSR-7829-P – February 13, 2009
WealthTV v. Comcast, File No. CSR-7907-P – February 13, 2009
MASN v. Comcast, File No. CSR-8001-P – February 20, 2009
NFL Enterprises v. Comcast, File No. CSR-7876-P – February 27, 2009

13. This *Order* is issued pursuant to Sections 4(i), 4(j) and 616 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), (j) and 536, and Section 4 of the Freedom of Information Act, 5

(Continued from previous page)

[17] We ask the parties to supplement and/or update the existing record on this point. *See* MASN Complaint Against Comcast at ¶ 15; MASN Reply to Comcast at ¶ 82 and p. 44 n.139; Comcast Answer to MASN at p. 27 n.83 and Exhibit C, Declaration of Michael Ortman, at ¶ 12.

[18] In the case of WealthTV, the price will be for carriage on the tier on which the defendant carried MOJO. In the case of the NFL Network, the price will be for carriage on the expanded basic tier. In the case of MASN, the price will be for carriage on the expanded basic tier.

[19] *See* 47 C.F.R. § 76.1302(g).

[20] The Protective Order we adopt here is based on the standard protective order adopted by the Commission for program access complaints. *See Implementation of the Cable Television Consumer Protection and Competition Act of 1992 – Development of Competition and Diversity in Video Programming Distribution: Section 628(c)(5) of the Communications Act: Sunset of Exclusive Contract Prohibition*, MB Docket No. 07-29, Report and Order, 22 FCC Rcd 17791, 17894-99, Appendix E (2007) ("*2007 Program Access Order*"), *appeal pending sub nom. Cablevision Systems Corp. et al v FCC*, No. 07-1425 *et al* (D.C. Cir).

U.S.C. § 552(b)(4), and 47 C.F.R. §§ 0.457(d), 76.7, and 76.1300-1302, and authority delegated under Section 0.283 of the Commission's rules, 47 C.F.R. § 0.283.

FEDERAL COMMUNICATIONS COMMISSION

Monica Shah Desai

Monica Shah Desai
Chief, Media Bureau

APPENDIX A

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

In the Matter of	)	
	)	
	)	MB Docket No. 08-214
Herring Broadcasting, Inc. d/b/a WealthTV,	)	File No. CSR-7709-P
Complainant	)	
v.	)	
Time Warner Cable Inc.	)	
Defendant	)	
	)	
Herring Broadcasting, Inc. d/b/a WealthTV,	)	File No. CSR-7822-P
Complainant	)	
v.	)	
Bright House Networks, LLC,	)	
Defendant	)	
	)	
Herring Broadcasting, Inc. d/b/a WealthTV,	)	File No. CSR-7829-P
Complainant	)	
v.	)	
Cox Communications, Inc.,	)	
Defendant	)	
	)	
Herring Broadcasting, Inc. d/b/a WealthTV,	)	File No. CSR-7907-P
Complainant	)	
v.	)	
Comcast Corporation,	)	
Defendant	)	
	)	
NFL Enterprises LLC,	)	File No. CSR-7876-P
Complainant	)	
v.	)	
Comcast Cable Communications, LLC,	)	
Defendant	)	
	)	
TCR Sports Broadcasting Holding, L.L.P.,	)	File No. CSR-8001-P
d/b/a Mid-Atlantic Sports Network,	)	
Complainant	)	
v.	)	
Comcast Corporation,	)	
Defendant	)	

PROTECTIVE ORDER

1. This Protective Order is intended to facilitate and expedite the review of documents obtained

from a person submitted in response to the Media Bureau's *Order*, DA 09-55, released on January 16, *2009*, that contain trade secrets and privileged or confidential commercial or financial information. It establishes the manner in which "Confidential Information," as that term is defined herein, is to be treated. 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" shall have the meaning set forth in Paragraph 8.

b. Commission. "Commission" means the Federal Communications Commission or any Bureau or Office within the Commission acting pursuant to delegated authority.

c. Confidential Information. "Confidential Information" means (i) information submitted to the Commission by the Submitting Party that has been so designated by the Submitting Party and which the Submitting Party has determined in good faith constitutes trade secrets and commercial or financial information which is privileged or confidential within the meaning of Exemption 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4) and (ii) information submitted to the Commission by the Submitting Party that has been so designated by the Submitting Party and which the Submitting Party has determined in good faith falls within the terms of Commission orders designating the items for treatment as Confidential Information. Confidential Information includes additional copies of, notes, and information derived from Confidential Information.

d. Declaration. "Declaration" means Attachment A to this Protective Order.

e. Reviewing Party. "Reviewing Party" means a person or entity participating in this proceeding or considering in good faith filing a document in this proceeding.

f. Submitting Party. "Submitting Party" means a person or entity that seeks confidential treatment of Confidential Information pursuant to this Protective Order.

3. Claim of Confidentiality. The Submitting Party may designate information as "Confidential Information" consistent with the definition of that term in Paragraph 2.c of this Protective Order. The Commission may, *sua sponte* or upon petition, pursuant to 47 C.F.R. §§ 0.459 and 0.461, determine that all or part of the information claimed as "Confidential Information" is not entitled to such treatment.

4. Procedures for Claiming Information is Confidential. Confidential Information submitted to the Commission shall be filed under seal and shall bear on the front page in bold print, "CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION - DO NOT RELEASE." Confidential Information shall be segregated by the Submitting Party from all non-confidential information submitted to the Commission. To the extent a document contains both Confidential Information and non-confidential information, the Submitting Party shall designate the specific portions of the document claimed to contain Confidential Information and shall, where feasible, also submit a redacted version not containing Confidential Information.

5. 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 Commission or a court having jurisdiction.

6. Access to Confidential Information. Confidential Information shall only be made available to Commission staff, Commission consultants and to counsel to the Reviewing Parties, or if a Reviewing Party has no counsel, to a person designated by the Reviewing Party. Before counsel to a Reviewing Party or such other designated person designated by the Reviewing Party may obtain access to Confidential Information, counsel or such other designated person must execute the attached Declaration. Consultants under contract to the Commission may obtain access to Confidential Information only if they have signed, as part of their employment contract, a non-disclosure agreement the scope of which includes the Confidential Information, or if they execute the attached Declaration.

7. Disclosure. Counsel to a Reviewing Party or such other person designated pursuant to Paragraph 6 may disclose Confidential Information to other Authorized Representatives to whom disclosure is permitted under the terms of Paragraph 8 of this Protective Order only after advising such Authorized Representatives of the terms and obligations of the Order. In addition, before Authorized Representatives may obtain access to Confidential Information, each Authorized Representative must execute the attached Declaration.

8. Authorized Representatives shall be limited to:

a. Subject to Paragraph 8.d, counsel for the Reviewing Parties to this proceeding, including in-house counsel, actively engaged in the conduct of this proceeding and their associated attorneys, paralegals, clerical staff and other employees, to the extent reasonably necessary to render professional services in this proceeding;

b. Subject to Paragraph 8.d, specified persons, including employees of the Reviewing Parties, requested by counsel to furnish technical or other expert advice or service, or otherwise engaged to prepare material for the express purpose of formulating filings in this proceeding; and

c. Subject to Paragraph 8.d., any person designated by the Commission in the public interest, upon such terms as the Commission may deem proper; except that,

d. Disclosure shall be prohibited to any persons in a position to use the Confidential Information for competitive commercial or business purposes, including persons involved in competitive decision-making, which includes, but is not limited to, persons whose activities, association or relationship with the Reviewing Parties or other Authorized Representatives involve rendering advice or participating in any or all of the Reviewing Parties', Associated Representatives' or any other person's business decisions that are or will be made in light of similar or corresponding information about a competitor.

9. Inspection of Confidential Information. Confidential Information shall be maintained by a Submitting Party for inspection at two or more locations, at least one of which shall be in Washington, D.C. Inspection shall be carried out by Authorized Representatives upon reasonable notice not to exceed one business day during normal business hours.

10. Copies of Confidential Information. The Submitting Party shall provide a copy of the Confidential Material to Authorized Representatives upon request and may charge a reasonable copying fee not to exceed twenty five cents per page. Authorized Representatives may make additional copies of Confidential Information but only to the extent required and solely for the preparation and use in this

proceeding. Authorized Representatives must maintain a written record of any additional copies made and provide this record to the Submitting Party upon reasonable request. The original copy and all other copies of the Confidential Information shall remain in the care and control of Authorized Representatives at all times. Authorized Representatives having custody of any Confidential Information shall keep the documents properly and fully secured from access by unauthorized persons at all times.

11. Filing of Declaration. Counsel for Reviewing Parties shall provide to the Submitting Party and the Commission a copy of the attached Declaration for each Authorized Representative within five (5) business days after the attached Declaration is executed, or by any other deadline that may be prescribed by the Commission.

12. Use of Confidential Information. Confidential Information shall not be used by any person granted access under this Protective Order for any purpose other than for use in this proceeding (including any subsequent administrative or judicial review), shall not be used for competitive business purposes, and shall not be used or disclosed except in accordance with this Order. This 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 the Confidential Information nor otherwise learned of its contents.

13. Pleadings Using Confidential Information. Submitting Parties and Reviewing Parties may, in any pleadings that they file in this proceeding, reference the Confidential Information, but only if they comply with the following procedures:

a. Any portions of the pleadings that contain or disclose Confidential Information must be physically segregated from the remainder of the pleadings and filed under seal;

b. The portions containing or disclosing Confidential Information must be covered by a separate letter referencing this Protective Order;

c. Each page of any Party's filing that contains or discloses Confidential Information subject to this Order must be clearly marked: "Confidential Information included pursuant to Protective Order, MB Docket No. 08-214, File No. CSR-7709-P et al;" and

d. The confidential portion(s) of the pleading, to the extent they are required to be served, shall be served upon the Secretary of the Commission, the Submitting Party, and those Reviewing Parties that have signed the attached Declaration. Such confidential portions shall be served under seal, and shall not be placed in the Commission's Public File unless the Commission directs otherwise (with notice to the Submitting Party and an opportunity to comment on such proposed disclosure). A Submitting Party or a Reviewing Party filing a pleading containing Confidential Information shall also file a redacted copy of the pleading containing no Confidential Information, which copy shall be placed in the Commission's public files. A Submitting Party or a Reviewing Party may provide courtesy copies of pleadings containing Confidential Information to Commission staff so long as the notations required by this Paragraph 13 are not removed.

14. Violations of Protective Order. Should a Reviewing Party that has properly obtained access to Confidential Information under this Protective Order violate any of its terms, it shall immediately convey that fact to the Commission and to the Submitting Party. Further, should such violation consist of improper disclosure or use of Confidential Information, the violating party shall take all necessary steps to cease and remedy the improper disclosure or use. The Violating Party shall also immediately notify the Commission and the Submitting Party, in writing, of the identity of each party known or reasonably suspected to have obtained the Confidential Information through any such

disclosure. The Commission retains its full authority to fashion appropriate sanctions for violations of this Protective 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 Protective Order shall limit any other rights and remedies available to the Submitting Party at law or equity against any party using Confidential Information in a manner not authorized by this Protective Order.

15. 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 Submitting Party, destroy or return to the Submitting Party all Confidential Information as well as all copies and derivative materials made, and shall certify in a writing served on the Commission and the Submitting Party that no material whatsoever derived from such Confidential Information has been retained by any person having access thereto, except that counsel to a Reviewing Party may retain two copies of pleadings submitted on behalf of the Reviewing Party. Any confidential information contained in any copies of pleadings 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 Paragraphs 10 and 12 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 Commission or a court having jurisdiction.

16. No Waiver of Confidentiality. Disclosure of Confidential Information as provided herein shall not be deemed a waiver by the Submitting Party of any privilege or entitlement to confidential treatment of such Confidential Information. Reviewing Parties, by viewing these materials: (a) agree not to assert any such waiver; (b) agree not to use information derived from any confidential materials to seek disclosure in any other proceeding; and (c) agree that accidental disclosure of Confidential Information shall not be deemed a waiver of the privilege.

17. Additional Rights Preserved. The entry of this Protective Order is without prejudice to the rights of the Submitting 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.

18. Effect of Protective Order. This Protective Order constitutes an Order of the Commission and an agreement between the Reviewing Party, executing the attached Declaration, and the Submitting Party.

19. Authority. This Protective 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).

DECLARATION

In the Matter of	)	
	)	
	)	MB Docket No. 08-214
Herring Broadcasting, Inc. d/b/a WealthTV,	)	File No. CSR-7709-P
Complainant	)	
v.	)	
Time Warner Cable Inc.	)	
Defendant	)	
	)	
Herring Broadcasting, Inc. d/b/a WealthTV,	)	File No. CSR-7822-P
Complainant	)	
v.	)	
Bright House Networks, LLC,	)	
Defendant	)	
	)	
Herring Broadcasting, Inc. d/b/a WealthTV,	)	File No. CSR-7829-P
Complainant	)	
v.	)	
Cox Communications, Inc.,	)	
Defendant	)	
	)	
Herring Broadcasting, Inc. d/b/a WealthTV,	)	File No. CSR-7907-P
Complainant	)	
v.	)	
Comcast Corporation,	)	
Defendant	)	
	)	
NFL Enterprises LLC,	)	File No. CSR-7876-P
Complainant	)	
v.	)	
Comcast Cable Communications, LLC,	)	
Defendant	)	
	)	
TCR Sports Broadcasting Holding, L.L.P.,	)	File No. CSR-8001-P
d/b/a Mid-Atlantic Sports Network,	)	
Complainant	)	
v.	)	
Comcast Corporation,	)	
Defendant	)	

I, _____, hereby declare under penalty of perjury that I have read the Protective Order that has been entered by the Commission in this proceeding, and that I agree to be bound by its terms pertaining to the treatment of Confidential Information submitted by parties to this proceeding. I understand that the 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 proceedings in this matter. I acknowledge that a violation of the Protective Order is a violation of an

order of the Federal Communications Commission. *I acknowledge that this Protective Order is also a* binding agreement with the Submitting Party. I am not in a position to use the Confidential Information for competitive commercial or business purposes, including competitive decision-making, and my activities, association or relationship with the Reviewing Parties, Authorized Representatives, or other persons does not involve rendering advice or participating in any or all of the Reviewing Parties', Associated Representatives' or other persons' business decisions that are or will be made in light of similar or corresponding information about a competitor.

(signed) _____

(printed name) _____

(representing) _____

(title) _____

(employer) _____

(address) _____

(phone) _____

(date) _____