

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of)	
)	
TCR Sports Broadcasting Holding, L.L.P.)	MB Docket No. 08-214
d/b/a Mid-Atlantic Sports Network,)	
Complainant)	
v.)	
Comcast Corporation,)	File No. CSR-8001-P
Defendant)	
)	
)	

To: Marlene H. Dortch, Secretary

Attn: Hon. Richard L. Sippel
Chief Administrative Law Judge

EXPEDITED MOTION TO COMPEL PRODUCTION OF DOCUMENTS

Pursuant to 47 C.F.R. § 1.325(a)(2) and the governing orders of the Tribunal, TCR Sports Broadcasting Holding, L.L.P., d/b/a Mid-Atlantic Sports Network (“MASN”), by its attorneys, respectfully moves for an order from this Tribunal to compel Comcast Corporation (“Comcast”) to produce documents responsive to MASN’s requests.

BACKGROUND

MASN and Comcast exchanged requests for the production of documents on December 5, 2008. As relevant here, MASN’s second document request (“Second Request”) called for the production of:

All affiliate agreements, contracts, and related documents for Comcast’s carriage of regional sports networks (both affiliated and unaffiliated) in the last ten years, including but not limited to documents sufficient to show the expiration dates of these agreements and contracts, the per-subscriber rates associated with these agreements and contracts, and the quantity of live sports programming telecast on each network for each year covered.¹

¹ Complainant’s First Request For the Production of Documents to Defendant Comcast Corporation, File No. CSR-8001-P (served Dec. 5, 2008) (attached hereto as Exh. 1). Comcast

On February 23, 2009, Comcast and MASN produced documents in response to the document requests. Although Comcast produced a handful of affiliate agreements, it withheld the bulk of them even though they are plainly responsive to MASN's Second Request. Comcast has stated that these affiliate agreements contain confidentiality provisions requiring the consent of the counterparties prior to any production. Comcast has further explained that it has asked for, but it has been unable to obtain, consent from all but a handful of counterparties to Comcast's affiliate agreements.

Because Comcast's affiliate agreements with regional sports networks ("RSNs") other than MASN are highly relevant to this litigation, MASN hereby seeks an order from this Tribunal compelling the production of these documents.²

ARGUMENT

MASN's Second Request seeks the production of affiliate agreements that Comcast has with other affiliated and non-affiliated RSNs across Comcast's footprint. Such agreements contain a wealth of information regarding the terms and conditions — including rates and scope of carriage — to which Comcast has agreed with other RSNs. It is beyond dispute that these affiliate agreements are relevant to this litigation. Indeed, Comcast appears to concede as much by having produced a handful of these agreements and by requesting the consent of the counterparties to release other agreements. Three reasons further make clear why this is so.

filed responses and objections to MASN's requests on December 15, 2008. *See* Comcast Corporation's Responses and Objection to Complainant's First request for the Production of Documents, File No. CSR-8001-P (served Dec. 15, 2008) (attached hereto as Exh. 2).

² This motion to compel is timely filed. *See* 47 C.F.R. § 1.325(a)(2). In light of Comcast's representation that it would seek consent from counterparties for production and given that Comcast made its only production of documents on February 23, 2009, that date of production was the first time that Comcast did not "comp[ly] with in whole or in part" MASN's document requests. *Id.*

First, the *Adelphia Order*³ establishes that programming contracts are important evidence of the fair market value of RSN programming. In identifying such relevant evidence, the Commission specified “current or previous contracts between MVPDs and RSNs in which Comcast . . . do[es] not have an interest as well as offers made in such negotiations (which may provide evidence of either a floor or a ceiling of fair market value)” and “contracts between MVPDs and RSNs on whose behalf Comcast . . . ha[s] negotiated.”⁴ As such, programming contracts that Comcast has entered into with affiliated and non-affiliated RSNs are highly relevant in program carriage proceedings.

Second, the Media Bureau likewise views such programming contracts as important evidence. In deciding that Time Warner Cable violated the Cable Act’s non-discrimination provision in refusing to carry MASN (and in ordering mandatory carriage of MASN), the Media Bureau relied heavily on data from Time Warner Cable’s affiliate agreement with other RSNs.⁵ These are precisely the sort of agreements that Comcast has withheld here.

Third, Comcast itself has made its affiliate agreements highly relevant to this proceeding. In its Answer to MASN’s Complaint, Comcast asserted that it “decided not to carry MASN in” certain pockets of MASN’s Television Territory “because the network’s cost was too high.”⁶ Comcast further contends that its discriminatory treatment of MASN is justified because,

³ Memorandum Opinion and Order, *Applications for Consent to the Assignment and/or Transfer of Control of Licenses; Adelphia Communications Corp. to Time Warner Cable Inc.; Adelphia Communications Corp. to Comcast Corp.; Comcast Corp. to Time Warner Inc.; Time Warner Inc. to Comcast Corp.*, 21 FCC Rcd 8203 (2006).

⁴ *Id.* App. B, § 3(e).

⁵ Order on Review, *TCR Sports Broadcasting Holding, L.L.P. d/b/a Mid-Atlantic Sports Network v. Time Warner Cable Inc.*, DA 08-2441, ¶¶ 43, 46 (MB rel. Oct. 30, 2008) (relying on regression and other analyses of the fair market value of MASN’s programming based on data culled from Time Warner Cable’s affiliate agreements with other RSNs).

⁶ Answer of Comcast Corporation, File No. CSR-8001-P, ¶ 11 (FCC filed July 31, 2008).

Comcast insists, “MASN would be the second most expensive network on Comcast’s system in southwestern Virginia and the third most expensive network on Comcast’s system in Harrisburg.”⁷ Hence, Comcast has squarely raised the issue of the rates it has paid to other RSNs, and MASN is entitled to learn the facts underlying Comcast’s claims that MASN’s costs are too high to warrant carriage of MASN across MASN’s Television Territory. Those facts are contained in the affiliate agreements that Comcast has withheld.

As set forth above, Comcast has produced some of these agreements. Comcast also appears to have sought consent from all non-affiliated counterparties to produce affiliate agreements responsive to the Second Request. These acts clearly evidence that Comcast understands the importance of these documents to the litigation. But time is of the essence, and neither MASN nor this Tribunal should be held hostage to the whims of non-parties in determining whether relevant and material evidence should be produced.⁸ Accordingly, MASN respectfully requests an order from this Tribunal compelling Comcast to produce all documents responsive to MASN’s Second Request.⁹

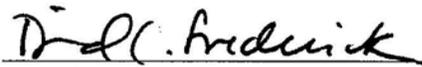
⁷ Answer ¶ 44.

⁸ *See, e.g.*, Charles Alan Wright et al., 8 Fed. Prac. & Proc. Civ. 2d § 2043 (2008) (“It is well settled that there is no absolute privilege for trade secrets and similar confidential information; the protection afforded is that if the information sought is shown to be relevant and necessary, proper safeguards will attend disclosure.”); *Covia P’ship v. River Parish Travel Ctr., Inc.*, No. 90-3023, 1991 WL 264549, at *1 (E.D. La. Dec. 4, 1991) (“Parties may not foreclose discovery by contracting privately for the confidentiality of documents.”); *Grumman Aerospace Corp. v. Titanium Metals Corp. of Am.*, 91 F.R.D. 84, 87 (D.C.N.Y. 1981) (“confidentiality agreements . . . do not immunize [reports] or other materials from discovery”).

⁹ *See* 47 C.F.R. § 1.325(a)(2). MASN also notes that at least one of the affiliate agreements that Comcast did produce is redacted on the basis of an unnamed non-disclosure agreement. Given the expansive protective order in this case, which will protect the confidentiality of this information, this Tribunal should also require Comcast to re-produce non-redacted copies of any redacted agreements that have been produced.

Finally, MASN respectfully requests expedited action on MASN's motion to compel. Expert reports are due next week, and the documents that Comcast has withheld will likely form a key part of those reports. Absent prompt access, MASN's experts may not have time to review these agreements and to prepare their reports, which would require MASN to seek modification of the governing scheduling order. In order to avoid such further delay, MASN respectfully requests that the Tribunal compel production of all documents responsive to the Second Request expeditiously.

Respectfully submitted,



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February 25, 2009

Attorneys for TCR Sports Broadcasting
Holding, L.L.P.

CERTIFICATE OF SERVICE

I, Kelly P. Dunbar, hereby certify that, on February 25, 2009, copies of the foregoing document were served via electronic mail on the following:

The Honorable Richard L. Sippel
(richard.sippel@fcc.gov)
Chief Administrative Law Judge
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554

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Kelly P. Dunbar

EXHIBIT 1

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of)	
)	
TCR Sports Broadcasting Holding, L.L.P.,)	
)	
Complainant,)	
)	
v.)	File No. CSR-8001-P
Comcast Corporation,)	
)	
Defendant.)	
)	

**COMPLAINANT'S FIRST REQUEST FOR THE PRODUCTION
OF DOCUMENTS TO DEFENDANT COMCAST CORPORATION**

TCR Sports Broadcasting Holding, L.L.P., pursuant to 47 C.F.R. § 76.7(f)(1) and the Procedural and Hearing Order released December 2, 2008 in the above-captioned docket, hereby requests that Comcast produce the documents listed below for inspection at the offices of Kellogg, Huber, Hansen, Todd, Evans & Figel, 1615 M Street, N.W., Suite 400, Washington, D.C. 20036. Documents shall be produced in accordance with the Joint Case Management Statement between the parties.

DEFINITIONS AND INSTRUCTIONS

1. "Comcast" shall mean, individually and collectively, Comcast Corporation, all predecessors and successors in interest, agents, affiliated companies, assigns, parents, related entities, subsidiaries, subdivisions, divisions, officers, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

2. “CSN-MA” shall mean, individually and collectively, Comcast SportsNet Mid-Atlantic, L.P., all predecessors and successors in interest, agents, affiliated companies, assigns, parents, related entities, subsidiaries, subdivisions, divisions, officers, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

3. “CSN-Philly” shall mean, individually and collectively, Comcast SportsNet Philadelphia, L.P., all predecessors and successors in interest, agents, affiliated companies, assigns, parents, related entities, subsidiaries, subdivisions, divisions, officers, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

4. “MLB” shall mean, individually and collectively, Major League Baseball, all predecessors and successors in interest, agents, affiliated companies, assigns, parents, related entities, subsidiaries, subdivisions, divisions, officers, employees, representatives (in their individual or representative capacities), affiliates of any kind or nature, or any person or entity acting on their behalf.

5. “FCC” shall mean the Federal Communications Commission, and any present or former members, employees, agents, or consultants.

6. “You” and “your” shall mean Comcast, all agents, employees, officers, or members, and all persons acting or purporting to act on Comcast’s behalf, including all past or present agents, employees, officers, or members, exercising discretion, discharging duties, making policy, or making decisions with respect to the business of Comcast.

7. “MASN’s television territory” shall mean the region specified in Exhibit 10 to MASN’s Complaint in this proceeding.

8. “Harrisburg cable system” shall mean cable systems owned or controlled by Comcast that are located in whole or in part in the Harrisburg-Lancaster-Lebanon-York DMA.

9. “Tri-cities cable system” shall mean cable systems owned or controlled by Comcast that are located in whole or in part in the Richmond-Petersburg, Charlottesville, and Norfolk-Portsmouth-Newport News DMAs.

10. “Roanoke-Lynchburg cable system” shall mean cable systems owned or controlled by Comcast that are located in whole or in part in the Roanoke-Lynchburg DMA.

11. “Unlaunched cable system” shall mean a cable system owned or controlled by Comcast in MASN’s television territory on which Comcast does not currently carry MASN.

12. “Person” means an individual, corporation, firm, proprietorship, partnership, either limited or general, association, joint venture, or other legal, business, or governmental entity, whether foreign or domestic.

13. “Document” means all writings and documentary materials of any kind whatsoever, both originals and copies, and drafts of such writings and documentary materials, whether printed or recorded, or reproduced by any other mechanical process, or written or produced by hand, or recorded by any electrical or electronic means, including on any magnetic tape, disk, hard disk, computer memory, or optical disk, including, but not limited to, the following items: journals; purchase orders; audio and

video tapes and transcripts thereof; testimony; affidavits; filings of any kind with governmental bodies; agreements; letters; communications, including intra-company communications; electronic mail; correspondence; envelopes; telegrams; telexes; facsimiles; letters; memoranda, including internal memoranda; notes; reports; summaries; transcripts; reviews; analyses; studies; papers; files; message slips; records; books; manuals; guides; guidelines; outlines; abstracts; histories; summaries, notes, or records of telephone conversations; summaries, notes, or records of conversations or interviews; diaries; desk calendars; logs; appointment books; forecasts; statistical statements; tabulations; graphs; indices; charts; tables; plots; minutes, notes, or records of meetings, conferences, or communications; minutes, notes, or records of board meetings; opinions or reports of consultants; appraisals; brochures; pamphlets; periodicals; circulars; trade letters; press releases; contracts; projections; drafts of any documents; recommendations; working papers; worksheets; copies; marginal notations; photographs; film; drawings; slides, samples, and other specimens; computer printouts; tapes; discs; recordings; electronic data; recording sheets; data processing cards; programs; and any other documents or writings of whatever description, whether written, recorded, transcribed, punched, taped, or filmed, however produced or reproduced. The term "document" includes copies of documents that are not identical duplicates of the originals, and copies of documents of which the originals are not in the possession, custody, or control of Comcast, its officers, employees, agents, representatives, or attorneys.

14. "Communication" means every manner or means of disclosure, transfer or exchange, including every disclosure, transfer or exchange of information whether

transmitted orally, face-to-face, by document, telephone, mail, video conference, personal delivery, meeting or otherwise.

15. The terms “relate,” “refer,” “reflect,” “concern,” “relating,” “referring,” “reflecting,” or “concerning” mean constituting or having some bearing on an indicated subject or mentioning the subject, even if only in passing, including but not limited to, any document or communication that constitutes, evidences, contains, embodies, comprises, reflects, identifies, states, refers to, deals with, comments on, responds to, describes, involves or is in any way pertinent to that subject.

REQUESTS FOR PRODUCTION

1. All documents referring or relating to the carriage of MASN or the Orioles or Nationals games on Comcast’s Harrisburg, Roanoke-Lynchburg, Tri-Cities, and all other unlaunched cable systems, including but not limited to documents referring or relating to complaints by Comcast subscribers or potential subscribers about Comcast’s carriage or non-carriage of MASN, or Orioles or Nationals programming, in those areas, individual records of all such complaints, and documents referring or relating to Comcast’s evaluation of consumer appeal of or consumer demand for MASN in the Harrisburg, Roanoke-Lynchburg, Tri-Cities, and unlaunched cable systems.

2. All affiliate agreements, contracts, and related documents for Comcast’s carriage of regional sports networks (both affiliated and unaffiliated) in the last ten years, including but not limited to documents sufficient to show the expiration dates of these agreements and contracts, the per-subscriber rates associated with these agreements and contracts, and the quantity of live sports programming telecast on each network for each year covered.

3. All documents referring or relating to Comcast's deliberations or decisions whether to acquire sports programming for distribution in MASN's television territory.

4. Documents relating to or referring to any channels added to or removed from any analog tier on any cable system in Harrisburg, Roanoke-Lynchburg, the Tri-Cities, or other unlaunched systems in the last five years, including but not limited to ratings and revenue information for such channels.

5. Documents sufficient to show Nielson ratings by DMA in the last five years for all analog and digital channels carried on Comcast's Harrisburg, Roanoke-Lynchburg, Tri-Cities, and other unlaunched cable systems.

6. Documents sufficient to establish the schedule of Comcast's upgrade of former Adelphia cable systems in MASN's television territory and the nature of those upgrades.

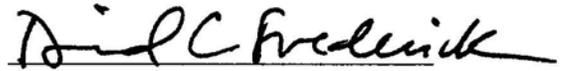
7. All documents referring or relating to Comcast's decision to raise rates for Comcast cable subscribers in 2006 in MASN's television territory

8. All documents referring to or relating to Comcast's decision not to carry CSN-MA on Comcast's Harrisburg cable systems.

9. Documents sufficient to show the number of subscribers that have switched from Comcast to other MVPDs in the past three years, including the MVPDs to which such customers have switched.

10. Documents sufficient to show the rate that CSN-MA has charged on each cable system in MASN's television territory for the past five years, including the reasons for any price increases during that time.

Respectfully submitted,



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December 5, 2008

Attorneys for TCR Sports
Broadcasting Holding, L.L.P.

EXHIBIT 2

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC**

In the Matter of)	
)	
TCR Sports Broadcasting Holding, L.L.P.,)	MB Docket No. 08-214
d/b/a Mid-Atlantic Sports Network,)	
Complainant)	
)	File No. CSR-8001-P
v.)	
)	
Comcast Corporation,)	
Defendant)	

**COMCAST CORPORATION’S RESPONSES AND OBJECTIONS TO
COMPLAINANT’S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS**

Comcast Corporation (“Comcast”), by its attorneys and pursuant to Section 1.325(a)(2) of the Federal Communications Commission’s (“FCC” or “Commission”) rules,¹ hereby submits the following responses and objections to Complainant TCR Sports Broadcasting Holding, L.L.P., d/b/a Mid-Atlantic Sports Network’s (hereinafter “Complainant” or “MASN”) First Request for Production of Documents, dated December 5, 2008 (the “Document Requests” and each request individually, “Document Request”). Given the competitively sensitive nature of the Document Requests, document production is contingent upon the parties entering into a mutually agreeable protective order. Comcast is available to meet and confer with MASN with regard to these responses and objections.

The responses and objections contained herein, and any information produced pursuant to the Document Requests, are made without in any way waiving or intending to waive, but on the contrary reserving and intending to reserve:

¹ See 47 C.F.R. § 1.325(a)(2).

1. The right to object on grounds of competency, relevance, materiality, privilege, and admissibility as evidence for any purpose of any of the information produced hereunder or the subject matter thereof, including objections that any information requested is not reasonably calculated to lead to the discovery of admissible evidence.

2. The right to object on any ground to the use of information produced hereunder or the subject matter thereof at any trial or hearing in this matter or in any related or subsequent action or proceeding.

3. The right to object on any ground at any time to a demand for further response.

4. The right at any time to revise, supplement, correct, or add to these objections and responses, and to revise, supplement, correct, or add to any production of information made pursuant to future responses.

GENERAL OBJECTIONS

1. Comcast objects to the Document Requests to the extent that they call for the production of documents protected from disclosure by a legally recognized privilege and/or immunity.² To the extent that such documents are inadvertently produced in response to the Document Requests, the production of such documents shall not constitute a waiver of Comcast's right to assert the applicability of any privilege or immunity to the documents, and any such document will be subject to return on demand.

2. Comcast objects to the Document Requests to the extent that they are overly broad, unduly burdensome, and, to the extent that they are vague, ambiguous and/or incomprehensible, require Comcast to engage in conjecture as to their meaning.

² By separate agreement, the parties have mutually agreed to exempt from production any materials covered by the attorney-client privilege and attorney work product doctrine. *See* Joint Case Discovery Management Statement (Dec. 5, 2008) ("Discovery Statement").

3. Comcast objects to the Document Requests to the extent that they call for documents that are not within Comcast's possession, custody or control, or are more appropriately sought from third parties, or are publicly available. Comcast objects to the Document Requests to the extent they seek documents that are already in MASN's possession, custody or control, or are equally available to MASN.

4. Comcast objects to the Document Requests to the extent that they call for the production of documents that contain confidential information, including trade secrets and other competitively sensitive business or commercial information, the probative value of which is outweighed by Comcast's interest in preserving its confidentiality.

5. Comcast objects to the Document Requests to the extent to which they demand the production of confidential documents the disclosure of which would violate contractual obligations to third parties.

6. Comcast objects to the Document Requests to the extent that they seek to impose discovery obligations on Comcast broader than, or inconsistent with, those set forth in the FCC's rules.

7. Comcast objects to the Document Requests to the extent that they call for the production of documents that are neither relevant to the present litigation nor reasonably calculated to lead to the discovery of admissible evidence.

8. Any statement by Comcast to the effect that it will produce documents responsive to any individual Document Request should not be construed to mean that any responsive documents exist.

9. All General Objections apply to each individual Document Request without reiteration in the response thereto. Reference to a General Objection in a response is not

intended to be, and shall not be deemed to be, a waiver of applicability of that or any other General Objection to any Document Request.

10. In providing these responses, Comcast specifically does not intend to stipulate to the admissibility of any statement or subject matter contained or referred to in any Document Request or response. Rather, Comcast expressly reserves and does not waive all available objections as to competency, relevance, materiality, privilege, and admissibility of this information for any purpose in any further proceeding in this action.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

11. Comcast objects to the Definitions and Instructions to the extent that they seek to impose obligations beyond those imposed by the FCC's rules. Any use of the definitions contained in the Document Requests by Comcast for the purposes of responding to the Document Request does not constitute a waiver of this or any other objection.

12. Comcast objects to the definition of "Tri-cities cable system" within the Definitions and Instructions as vague, overbroad, and misleading. Throughout MASN's complaint and answer, "Tri-cities" has been limited to the Tri-Cities DMA whereas the definition of the Tri-cities cable system set forth in the Definitions and Instructions **excludes** the Tri-Cities DMA and includes multiple DMAs having no relation to the Tri-cities area as it has been used in this proceeding and is otherwise commonly understood. Accordingly, for purposes of document production, Comcast will interpret the "Tri-cities cable system" to refer to cable systems within the Tri-Cities DMA.

13. Comcast objects to the definition of "Document" to the extent that it requires Comcast to provide "all writings and documentary materials of any kind" on the ground that it calls for information that (i) may be protected from disclosure by a legally recognized privilege and/or immunity; and (ii) may be confidential, including trade secrets and other competitively

sensitive business or commercial information, the probative value of which is outweighed by Comcast's interest in preserving its confidentiality and the disclosure of which would result in the violation of contractual obligations to third parties.

14. Comcast also objects to the definition of "Document" to the extent it includes documents that "are not in the possession, custody, or control of Comcast, its officers, employees, agents, representatives, or attorneys."

15. Comcast objects to the definition of "Communication" to the extent that it calls for information that (i) may be protected from disclosure by a legally recognized privilege and/or immunity; and (ii) may be confidential, including trade secrets and other competitively sensitive business or commercial information, the probative value of which is outweighed by Comcast's interest in preserving its confidentiality.

16. All Objections to Definitions and Instructions apply to each individual Document Request without reiteration in the response thereto. Reference to the Objections to Definitions and Instructions in a response is not intended to be, and shall not be deemed to be, a waiver of applicability of that or any other Objection to Definitions and Instructions to any Document Request.

SPECIFIC RESPONSES AND OBJECTIONS

Request No. 1: All documents referring or relating to the carriage of MASN or the Orioles or Nationals games on Comcast's Harrisburg, Roanoke-Lynchburg, Tri-Cities, and all other unlaunched cable systems, including but not limited to documents referring or relating to complaints by Comcast subscribers or potential subscribers about Comcast's carriage or non-carriage of MASN, or Orioles or Nationals programming, in those areas, individual records of all such complaints, and documents referring or relating to Comcast's evaluation of consumer appeal of or consumer demand for MASN in the Harrisburg, Roanoke-Lynchburg, Tri-Cities, and unlaunched cable systems.

Objection and Response to Request No. 1: Comcast objects to this Document Request insofar as it seeks documents (1) that are already in MASN's possession, custody, or control or

are equally available to MASN, (2) that may be protected by a legally recognized privilege and/or immunity, and (3) that contain confidential information, including trade secrets and other competitively sensitive business or commercial information, the probative value of which is outweighed by Comcast's interest in preserving its confidentiality and the disclosure of which would result in the violation of contractual obligations to third parties. Subject to, and without waiving, these specific objections, the General Objections and the Objections to Definitions and Instructions, Comcast will conduct a reasonable search and produce any documents responsive to Document Request No. 1.

Request No. 2: All affiliate agreements, contracts, and related documents for Comcast's carriage of regional sports networks (both affiliated and unaffiliated) in the last ten years, including but not limited to documents sufficient to show the expiration dates of these agreements and contracts, the per-subscriber rates associated with these agreements and contracts, and the quantity of live sports programming telecast on each network for each year covered.

Objection and Response to Request No. 2: Comcast objects to this Document Request insofar as it (1) is overly broad and unduly burdensome, (2) is vague and ambiguous (particularly the meaning of "related" documents), and (3) seeks documents (a) that are neither relevant to the present litigation nor reasonably calculated to lead to the discovery of admissible evidence, and/or (b) that contain confidential information, including trade secrets and other competitively sensitive business or commercial information, the probative value of which is outweighed by Comcast's interest in preserving its confidentiality and the disclosure of which would result in the violation of contractual obligations to third parties. Comcast further objects to the Request to the extent that it demands confidential documents, including documents as to which Comcast has confidentiality obligations to third parties. Subject to, and without waiving, these specific objections, the General Objections and the Objections to Definitions and Instructions, Comcast will produce its most recent affiliation agreement with CSN-MA and a list of (i) affiliate

agreements and (ii) renewal agreements regarding the carriage of a regional sports network entered into from January 1, 2004 through August 22, 2008, consistent with the Discovery Statement.

Request No. 3: All documents referring or relating to Comcast's deliberations or decisions whether to acquire sports programming for distribution in MASN's television territory.

Objection and Response to Request No. 3: Comcast objects to this Document Request insofar as it (1) is overly broad and unduly burdensome, (2) is vague and ambiguous, and (3) seeks documents (a) that are neither relevant to the present litigation nor reasonably calculated to lead to the discovery of admissible evidence, and/or (b) that contain confidential information, including trade secrets and other competitively sensitive business or commercial information, the probative value of which is outweighed by Comcast's interest in preserving its confidentiality and the disclosure of which would result in the violation of contractual obligations to third parties. Subject to, and without waiving, these specific objections, the General Objections and the Objections to Definitions and Instructions, Comcast will conduct a reasonable search and produce responsive documents for the period from January 1, 2004 through August 22, 2008, consistent with the Discovery Statement.

Request No. 4: Documents relating to or referring to any channels added to or removed from any analog tier on any cable system in Harrisburg, Roanoke-Lynchburg, the Tri-Cities, or other unlaunched systems in the last five years, including but not limited to ratings and revenue information for such channels.

Objection and Response to Request No. 4: Comcast objects to this Document Request insofar as it (1) is overly broad and unduly burdensome, (2) is vague and ambiguous (particularly the meaning of "Tri-Cities" and "revenue information"), (3) seeks

documents (such as Nielsen ratings) that are already in MASN's possession, custody, or control or are equally available to MASN, (4) seeks the production of ratings information to the extent such production would violate contractual or licensing agreements, and (5) seeks documents (a) that are neither relevant to the present litigation nor reasonably calculated to lead to the discovery of admissible evidence, and/or (b) that contain confidential information, including trade secrets and other competitively sensitive business or commercial information, the probative value of which is outweighed by Comcast's interest in preserving its confidentiality and the disclosure of which would result in the violation of contractual obligations to third parties. Subject to, and without waiving, these specific objections, the General Objections and the Objections to Definitions and Instructions, Comcast will conduct a reasonable search and produce responsive documents relating to Comcast's cable systems within the Harrisburg, Roanoke/Lynchburg, and Tri-Cities DMAs for the period from January 1, 2004 through August 22, 2008, consistent with the Discovery Statement.

Request No. 5: Documents sufficient to show Nielson ratings by DMA in the last five years for all analog and digital channels carried on Comcast's Harrisburg, Roanoke-Lynchburg, Tri-Cities, and other unlaunched cable systems.

Objection and Response to Request No. 5: Comcast objects to this Document Request insofar as it (1) is vague and ambiguous (particularly the meaning of "Tri-Cities"), (2) seeks documents (such as Nielsen ratings) that are already in MASN's possession, custody, or control or are equally available to MASN, and (3) seeks production of ratings information to the extent such production would violate contractual or licensing agreements. Subject to, and without waiving, these specific objections, the General Objections and the Objections to Definitions and Instructions, Comcast will conduct a reasonable search and

produce responsive documents relating to Comcast's cable systems within the Harrisburg, Roanoke/Lynchburg, and Tri-Cities DMAs for the period from January 1, 2004 through August 22, 2008, consistent with the Discovery Statement.

Request No. 6: Documents sufficient to establish the schedule of Comcast's upgrade of former Adelphia cable systems in MASN's television territory and the nature of those upgrades.

Objection and Response to Request No. 6: Comcast objects to this Document Request insofar as it (1) is overly broad and (2) seeks documents that (a) are neither relevant to the present litigation nor reasonably calculated to lead to the discovery of admissible evidence; and/or (b) contain confidential information, including trade secrets and other competitively sensitive business or commercial information, the probative value of which is outweighed by Comcast's interest in preserving its confidentiality and the disclosure of which would result in the violation of contractual obligations to third parties. Subject to, and without waiving, these specific objections, the General Objections and the Objections to Definitions and Instructions, Comcast will conduct a reasonable search and produce any documents regarding video programming upgrades that are responsive to Document Request No. 6 consistent with the Discovery Statement.

Request No. 7: All documents referring or relating to Comcast's decision to raise rates for Comcast cable subscribers in 2006 in MASN's television territory

Objection and Response to Request No. 7: Comcast objects to this Document Request insofar as it seeks documents that (1) are neither relevant to the present litigation nor reasonably calculated to lead to the discovery of admissible evidence; and/or (2) contain confidential information, including trade secrets and other competitively sensitive business or commercial information, the probative value of which is outweighed by Comcast's

interest in preserving its confidentiality and the disclosure of which would result in the violation of contractual obligations to third parties. Subject to, and without waiving, these specific objections, the General Objections and the Objections to Definitions and Instructions, Comcast will conduct a reasonable search and produce any documents responsive to Document Request No. 7 consistent with the Discovery Statement.

Request No. 8: All documents referring to or relating to Comcast's decision not to carry CSN-MA on Comcast's Harrisburg cable systems.

Objection and Response to Request No. 8: Comcast objects to this Document Request insofar as it seeks documents that contain confidential information, including trade secrets and other competitively sensitive business or commercial information, the probative value of which is outweighed by Comcast's interest in preserving its confidentiality. Subject to, and without waiving, these specific objections, the General Objections and the Objections to Definitions and Instructions, Comcast will conduct a reasonable search and produce any documents responsive to Document Request No. 8 consistent with the Discovery Statement.

Request No. 9: Documents sufficient to show the number of subscribers that have switched from Comcast to other MVPDs in the past three years, including the MVPDs to which such customers have switched.

Objection and Response to Request No. 9: Comcast objects to this Document Request insofar as it seeks documents that are neither relevant to the present litigation nor reasonably calculated to lead to the discovery of admissible evidence. Subject to, and without waiving, these specific objections, the General Objections and the Objections to Definitions and Instructions, Comcast will conduct a reasonable search and produce any documents responsive to Document Request No. 9 consistent with the Discovery Statement.

Request No. 10: Documents sufficient to show the rate that CSN-MA has charged on each cable system in MASN's television territory for the past five years, including the reasons for any price increases during that time.

Objection and Response to Request No. 10: Comcast objects to this Document Request insofar as it (1) is overly broad and unduly burdensome, (2) is vague and ambiguous, and (3) seeks documents that contain confidential information, including trade secrets and other competitively sensitive business or commercial information, the probative value of which is outweighed by Comcast's interest in preserving its confidentiality and the disclosure of which would result in the violation of contractual obligations to third parties. Subject to, and without waiving, these specific objections, the General Objections and the Objections to Definitions and Instructions, Comcast will conduct a reasonable search and produce any documents responsive to Document Request No. 10 consistent with the Discovery Statement.

Respectfully submitted,
COMCAST CORPORATION

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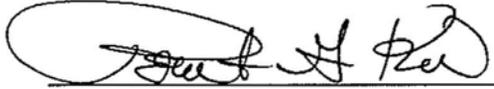
December 15, 2008

CERTIFICATE OF SERVICE

I, Robert G. Kirk, hereby certify that, on December 15, 2008, copies of the attached Responses and Objections to Complainant's First Request for the Production of Documents were served by first class postage pre-paid mail and email to the following:

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