

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

In the Matter of)	
)	
Standardized and Enhanced Disclosure Requirements for Television Broadcast Licensee Public Interest Obligations)	MM Docket No. 00-168
)	
Extension of the Filing Requirement For Children’s Television Programming Report (FCC Form 398))	MM Docket No. 00-44
)	

REPLY COMMENTS OF TIME WARNER CABLE INC.

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Time Warner Cable Inc. (“TWC”) hereby submits the following reply comments in response to the Further Notice of Proposed Rulemaking and the opening comments in the above-captioned dockets.¹

INTRODUCTION AND SUMMARY

This proceeding provides an important and long-overdue opportunity for the Commission to modernize and bring greater transparency to the public files of local broadcast stations. TWC strongly supports the FNPRM’s proposal to create an online public file that includes broadcasters’ sharing agreements in the interest of facilitating greater scrutiny of broadcasters’ use—and, too often, misuse—of the public airwaves. As reflected in the opening comments, public access to such sharing agreements—including local marketing agreements (“LMAs”), joint sales agreements (“JSAs”), and shared services agreements (“SSAs”)—will better enable interested parties and the Commission to assess the impact of broadcasters’ widespread collusion

¹ *Standardized and Enhanced Disclosure Requirements for Television Broadcast Licensee Public Interest Obligations; Extension of the Filing Requirement For Children’s Television Programming Report (FCC Form 398)*, Order on Reconsideration and Further Notice of Proposed Rulemaking, MM Docket Nos. 00-168, 00-44, FCC 11-162 (rel. Oct. 27, 2011) (“FNPRM”).

in retransmission consent negotiations with multichannel video programming distributors (“MVPDs”) and the efficacy of the Commission’s media ownership rules.

In fact, the Commission should not stop at requiring the disclosure of these few types of agreements, as doing so would risk establishing an easily evaded safeguard. For example, local stations not only are establishing virtual duopolies through LMAs, JSAs, and SSAs but also are affiliating with two or more national networks to multicast multiple streams of network programming in a single DMA, and the Big Four networks continue to exert undue influence on the retransmission consent negotiations of their independent affiliates. These (and potentially other as-yet unknown) arrangements also are cause for significant concern, as they, much like LMAs, JSAs, and SSAs, call into question broadcasters’ compliance with the Commission’s rules and policies governing retransmission consent and broadcast station ownership. Most importantly, the various arrangements that broadcasters are using to expand their market power are raising the price of video service for MVPD subscribers and increasing the likelihood of brinkmanship and blackouts. Accordingly, to ensure that the Commission and the public can evaluate the full impact of these types of arrangements, TWC urges the Commission to define broadcasters’ obligation broadly to disclose sharing agreements in their public files.

DISCUSSION

I. BROADCASTERS’ USE OF SHARING AGREEMENTS IS CAUSING SUBSTANTIAL HARM

A. The Record in This and Other Commission Proceedings Amply Documents the Serious Concerns Raised by SSAs and Other Sharing Agreements That Facilitate Collusive Retransmission Consent Negotiations by Broadcast Stations.

The opening comments filed in response to the FNPRM further corroborate what TWC and numerous other MVPDs and consumer and public interest groups have long argued: local broadcast stations increasingly are misusing sharing agreements as a means of colluding in the

negotiation of retransmission consent and circumventing the Commission’s media ownership rules.² ACA, for example, cited evidence demonstrating that broadcasters’ practice of jointly negotiating retransmission consent is a widespread phenomenon that is harming consumers in numerous, significant ways.³ Most notably, when broadcasters negotiate for carriage fees in tandem, rather than in competition with one another, they “suppress competition in local television markets[,] ... vastly increase broadcaster negotiating leverage for retransmission consent[,] ... [and] permit stations to secure fees in excess of those obtainable [if the stations negotiated] individually.”⁴ Moreover, the Public Interest Public Airwaves Coalition (“PIPAC”) discussed in its comments how sharing agreements undermine the Commission’s efforts to promote competition, localism, and diversity, as such agreements often are accompanied by a reduction in the production of local and diverse news and community-related programming.⁵

² See, e.g., Reply Comments of Time Warner Cable Inc., MB Docket No. 10-71, at 28-30 (filed June 27, 2011) (“TWC Retrans NPRM Reply Comments”); Comments Time Warner Cable Inc., MB Docket No. 10-71, at 19-21 (filed May 27, 2011) (“TWC Retrans NPRM Comments”); Comments of Time Warner Cable Inc., MB Docket No. 09-182, at 7-14 (filed July 12, 2010) (“TWC Media Ownership NOI Comments”); Reply Comments of Time Warner Cable Inc., MB Docket No. 10-71, at 15 (filed June 3, 2010) (citing other comments); Petition for Rulemaking, MB Docket No. 10-71, at 20-23 (filed Mar. 9, 2010).

³ See Comments of American Cable Association, MM Docket Nos. 00-168, 00-44, at 10-11 & n.23 (filed Dec. 22, 2011) (“ACA Comments”) (explaining that ACA members *alone* have identified at least 56 instances in which Big Four affiliates are operating under some form of sharing arrangement and that, of those 56 instances, at least 36 pairs of broadcast stations (in 33 different markets) have consolidated retransmission consent negotiations through a single bargaining representative) (internal citations omitted).

⁴ *Id.* at 5.

⁵ See Comments of the Public Interest Public Airwaves Coalition, MM Docket Nos. 00-168, 00-44, at 20-21 (filed Dec. 22, 2011) (“PIPAC Comments”) (“Frequently, broadcasters entering into sharing agreements [] combine their entire stations[’] operations, including advertising sales and retransmission consent negotiations.”) (internal citation omitted).

In addition to this proceeding, the Commission has developed an extensive record in the retransmission consent reform proceeding that documents the significant harms associated with broadcasters' use of sharing agreements. For example, expert economic analysis submitted in that proceeding shows that when broadcasters operating in the same DMA negotiate for carriage jointly, MVPDs and consumers face higher rates and a greater likelihood of blackouts, without any countervailing increase in output or quality.⁶ Relatedly, as TWC, ACA, and many others have explained in previous filings with the Commission, the U.S. Department of Justice ("DOJ") filed suit to enjoin joint retransmission consent negotiations as a form of illegal price-fixing.⁷ In a consent decree memorializing the settlement agreement with the defendant broadcasters, DOJ explained that "[a]lthough the 1992 Cable Act gave broadcasters the right to seek compensation

⁶ See, e.g., William P. Rogerson, *Coordinated Negotiation of Retransmission Consent Agreements by Separately Owned Broadcasters in the Same Market*, at 22 (May 27, 2011), filed as an attachment to the Comments of the American Cable Association, MB Docket No. 10-71, at 22 (filed May 27, 2011) (relying on the Commission's analysis in the *Comcast-NBCU Order* to observe that "[s]ince two broadcast networks should be at least as close substitutes ... as a broadcast network and [an] RSN, the Commission findings imply *a fortiori* that combined ownership or control of two broadcast stations in the same market [would lead to] increase[d] retransmission consent programming fees"); Steven C. Salop, Tasneem Chipty, Martino DeStefano, Serge X. Moresi, and John R. Woodbury, *Economic Analysis of Broadcasters' Brinkmanship and Bargaining Advantages in Retransmission Consent Negotiations*, at 11-20 (June 3, 2010), filed as an attachment to the Reply Comments of Time Warner Cable Inc., MB Docket No. 10-71 (filed June 3, 2010) (explaining how broadcasters' escalating demands for retransmission consent payments, coupled with public threats to go dark and the increasing incidence of actual blackouts, are imposing significant costs on consumers); Steven C. Salop, Tasneem Chipty, Martino DeStefano, Serge X. Moresi, and John R. Woodbury, *Video Programming Costs and Cable TV Prices: A Comment on the Analysis of Dr. Jeffrey Eisenach*, at 4-13 (June 1, 2010), filed by Time Warner Cable Inc., MB Docket No. 10-71 (filed June 1, 2010) (demonstrating the "fundamental economic truth that higher input costs lead to higher prices" when other factors are held constant).

⁷ See ACA Comments at 9-10; see also, e.g., Letter from Matthew A. Brill, Counsel for Time Warner Cable Inc., to Marlene H. Dortch, Secretary, FCC, MB Docket Nos. 09-182, 10-71, at 2 (filed Nov. 18, 2011) ("TWC Media Ownership Ex Parte"); TWC Retrans NPRM Reply Comments at 29; TWC Retrans NPRM Comments at 35-36.

for retransmission of their television signals, the antitrust laws require that such rights be exercised *individually* and *independently* by broadcasters.”⁸

Most recently, the Media Bureau determined that sharing agreements among broadcast stations competing in the same DMA raise serious concerns that warrant examination in the Commission’s ongoing media ownership proceeding. The Bureau acknowledged that a transaction involving an SSA “gave Raycom control over two of the top four stations in the Honolulu, HI market” and therefore determined that the “net effect” of the transaction “is *clearly at odds* with the purpose and intent of the duopoly rule.”⁹ As a result, the Bureau stated that “further action on our part is warranted with respect to this and analogous cases.”¹⁰ The recently released *Media Ownership NPRM* accordingly seeks comment on a number of issues relating to sharing agreements as they relate to the Commission’s attribution rules.¹¹

While TWC supports aggressive action to halt the anti-competitive and anti-consumer effects of broadcaster sharing agreements (whether in response to the *Retransmission Consent NPRM*, the *Media Ownership NPRM*, or both), an important first step is to increase transparency

⁸ *United States v. Texas Television, Inc.*, Civil No. C-96-64, Competitive Impact Statement, at 8 (S.D. Tex. Feb. 2, 1996) (emphasis added), *available at* <http://www.justice.gov/atr/cases/texast0.htm>.

⁹ *KHNL/KGMB License Subsidiary, LLC, Licensee of Stations KHNL(TV) and KGMB(TV), Honolulu, Hawaii, and HITV License Subsidiary, Inc., Licensee of Station KFVE(TV), Honolulu, Hawaii*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, DA 11-1938 ¶¶ 14, 23 (MB rel. Nov. 25, 2011) (emphasis supplied) (“*Raycom SSA Order*”).

¹⁰ *Id.* ¶ 14.

¹¹ *See 2010 Quadrennial Regulatory Review – Review of the Commission’s Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996; Promoting Diversification of Ownership in the Broadcasting Services*, Notice of Proposed Rulemaking, MB Docket Nos. 09-182, 07-294, FCC 11-186, ¶¶ 194-208 (rel. Dec. 22, 2011) (“*Media Ownership NPRM*”) (seeking comment on ways to broaden the scope of the Commission’s broadcast television attribution rules, including by making JSAs, SSAs, and other types of sharing agreements attributable).

regarding the prevalence and nature of such agreements. As explained below, broadcasters fail utterly to justify shrouding these agreements in secrecy. Indeed, broadcasters' public interest obligations warrant increased transparency even apart from the anti-competitive uses to which these agreements are being put.

B. Broadcasters Fail To Offer a Credible Justification for Denying Public Access to Documents Necessary To Assess Their Compliance with the Commission's Rules and Applicable Law.

Broadcast stations receive licenses to use immensely valuable beachfront spectrum at no charge in exchange for their commitment to use the public airwaves to serve the public interest.¹² Those parties that oppose such requirements offer no sound reasons why the Commission and the public should be denied access to sharing agreements. Particularly in light of the significant public interest concerns associated with such agreements, as discussed above, these commenters' attempts to downplay the public's interest in access to such agreements fall flat.¹³

Requiring public disclosure of sharing agreements and multicasting arrangements is a critical first step in evaluating the propriety of such agreements and ensuring that the public is adequately protected against the harms associated with broadcasters' coordinated conduct.

¹² See 47 U.S.C. §§ 307, 309.

¹³ See, e.g., Comments of the National Association of Broadcasters, MM Docket Nos. 00-168, 00-44, at 29 & n.37 (filed Dec. 22, 2011) ("NAB Comments"); Joint Comments of Broadcasting Licenses, L.P.; Eagle Creek Broadcasting of Laredo, LLC; Journal Broadcast Corporation; JW Broadcasting, LLC; Mountain Licenses, L.P.; Sarkes Tarzian, Inc.; Spanish Broadcasting System, Inc.; and Stainless Broadcasting, L.P., MM Docket No. 00-168, at 14 (filed Dec. 22, 2011) ("TV Broadcasters Comments"). See also Comments of the Joint Broadcasters, MM Docket No. 00-168, at 21 (filed Dec. 22, 2011) ("Joint Broadcasters Comments") (The "Joint Broadcasters" include Allbritton Communications Company; Communications Corporation of America; Cordillera Communications, Inc.; Cox Media Group; Granite Broadcasting Corporation, LIN Television Corporation; Local TV, LLC; Malara Broadcast Group, Inc.; Media General, Inc.; Meredith Corporation; MPS Media; New Age Broadcasting Group; Scripps Media, Inc.; Tribune Broadcasting Company; White Knight Broadcasting, Inc.; and WBOC, Inc.).

Indeed, the *Media Ownership NPRM* acknowledges this fact in stating that disclosure of sharing agreements is necessary to “help the Commission monitor the proliferation of such agreements and determine whether to revisit the issue of attribution.”¹⁴ NAB and the Joint Broadcasters thus have it backwards when they argue that the proposed rule is “premature” and that it would be “improper” to require disclosure of sharing agreements before the Commission undertakes a review of the “legal status” of such agreements as part of the media ownership or retransmission consent reform proceedings.¹⁵

Claims by broadcasters that sharing agreements “do not implicate ownership or control” and that “no regulatory basis” exists to require their disclosure only reinforce this point.¹⁶ TWC and others have argued at length that sharing agreements are being used to evade the Commission’s ownership rules, to effect unauthorized transfers of control, and in violation of the good faith requirements applicable in retransmission consent negotiations, and the Commission plainly has authority under Sections 309 and 325 to take corrective action in response to such rule violations and public interest harms. Of course, interested parties cannot readily document their concerns without access to the agreements in question, and the Commission’s ability to respond appropriately likewise is hampered.¹⁷

¹⁴ *Media Ownership NPRM* ¶ 205.

¹⁵ NAB Comments at 28 (“The question of whether broadcasters should be required to disclose SSAs should be handled in a separate or stand-alone proceeding in which the Commission can properly examine all of the public policy considerations.”); Joint Broadcasters Comments at 20.

¹⁶ Joint Broadcasters Comments at 20; TV Broadcasters Comments at 12. *See also id.* at 14 (deriding the proposed disclosure requirement as a “learning exercise [without] any substantial benefit to consumers”).

¹⁷ Accordingly, NAB is flat wrong in its assertion that “this is not the proper venue for discussion of putting previously private contractual arrangements into the public domain.” NAB Comments at 29.

The Commission already made the relevant policy judgment favoring transparency when it required disclosure of LMAs and JSAs. Now that other types of agreements (such as SSAs) are increasingly being used in similar ways—and, in particular, are facilitating collusive retransmission consent negotiations—they should be subject to the same disclosure obligations. While some broadcasters suggest that the existing disclosure obligations obviate the need to provide access to other types of agreements,¹⁸ that argument misses the point that *any* type of agreement between broadcast stations that presents public interest concerns should be publicly available. As the *Media Ownership NPRM* notes, SSAs and other types of sharing agreements frequently “contain very similar provisions to LMAs and JSAs.”¹⁹ It thus would make no sense to allow broadcaster practices that run afoul of the Commission’s rules or policies to evade detection simply because a different document title is used. That broadcasters have been able to engage in such activity thus far without Commission detection or punishment further confirms the need for a broad definition of “sharing agreements,” as discussed below.²⁰

By the same token, the fact that broadcasters already have the obligation to place certain types of sharing agreements in their public files undermines their claims that disclosing

¹⁸ See TV Broadcasters Comments at 11 (arguing that because “the public inspection file rule already includes requirements with respect to retention of a number of contractual arrangements[,] ... an expansion of the existing obligation is unwarranted”).

¹⁹ *Media Ownership NPRM* ¶ 200 (“For instance, like many LMAs and JSAs, SSAs may involve the sharing of facilities, advertising sales personnel, news production, and certain station operations, and options to purchase the brokered station.”) (citing comments of Communications Workers of America and Free Press). See also *Raycom SSA Order* ¶ 5 (describing the terms of Raycom’s SSA with HITV, under which “Raycom is to provide certain back-office support to HITV’s station and to produce local newscasts for the station, not to exceed 15% of Station KFVE(TV)’s weekly programming hours,” in addition to “leas[ing] certain of its employees to assist in the sale of advertising time on KFVE(TV)”).

²⁰ See *infra* Section II.

analogous agreements would be unduly burdensome.²¹ As an initial matter, to the extent that broadcasters have migrated to SSAs and other sharing agreements *in place of* LMAs and JSAs, expansion of the public file to encompass these new forms of agreements will impose no net increase in the burden associated with disclosure. Rather, the proposed rule simply will close a loophole. But even assuming that a local station maintains multiple sharing agreements at one time, the creation of an online public file will greatly reduce the overall burden associated with making filings with the Commission and maintaining accessibility to station records.²² In any event, whatever ministerial burdens will result from the proposed disclosure requirements will be far outweighed by the significant public benefits that will attend greater transparency into practices that affect the public's uninterrupted access to broadcast programming and, relatedly, the prices consumers pay for video service.

II. THE COMMISSION SHOULD ENSURE THAT ALL SHARING AGREEMENTS THAT FACILITATE COORDINATED CONDUCT AMONG BROADCASTERS WILL BE PLACED IN THE ONLINE PUBLIC FILE

TWC agrees with ACA that “[c]are must be taken ... in describing the agreements to be disclosed lest the disclosure obligation fail to reach all forms of [sharing] agreements.”²³ Indeed, TWC and others, including at least one broadcast station group, have called attention to the variety of ways in which broadcasters are colluding in the negotiation of retransmission consent (in addition to more traditional sharing agreements such as LMAs, SSAs, and JSAs). For example, TWC has expressed concerns regarding broadcasters’ use of multicasting arrangements

²¹ See TV Broadcasters Comments at 13.

²² See PIPAC Comments at 10-11; *cf.* NAB Comments at 4 (agreeing that the FNPRM’s proposal to create and host an online database for broadcasters’ public files “is a potentially less burdensome and more user-friendly approach,” particularly if used as “a replacement for[] the paper public file”).

²³ ACA Comments at 13-14.

as an alternative, or additional, way to drive up retransmission consent fees and evade the Commission’s media ownership rules.²⁴ Under such an arrangement, a local broadcast station affiliates with two or more national networks to multicast multiple streams of network programming in a single DMA. In addition, the Big Four networks continue to utilize veto or approval rights in their affiliation agreements with independently owned stations as a means of exerting control over the affiliates’ agreements with MVPDs.

In some instances, broadcasters are using a combination of sharing agreements and multicasting arrangements to obtain control over multiple Big Four stations. For example, Granite Broadcasting Corp., which owns WISE-TV in the Fort Wayne, IN DMA uses a combination of multicasting arrangements and an SSA to control three of the Big Four stations and five of six national networks in its home market. Granite’s WISE-TV now serves as Fort Wayne’s Fox, NBC, and MyNetworkTV affiliate via multicast signals, and Granite controls WPTA-TV, a multicasting ABC and CW affiliate, through an SSA with Malara Broadcasting.²⁵ Granite’ amassed dominance in the market prompted Nexstar Broadcasting to file a federal antitrust lawsuit against Granite following Fox’s decision last summer to drop Nexstar as the local Fox affiliate in the Fort Wayne, IN DMA in favor of carriage on a multicast stream of

²⁴ See, e.g., TWC Media Ownership Ex Parte at 2-3; Letter from Matthew A. Brill, Counsel for Time Warner Cable Inc., to Marlene H. Dortch, Secretary, FCC, MB Docket Nos. 10-71, 09-182 (filed Aug. 3, 2011) (“TWC Nexstar Litigation Ex Parte”); TWC Retrans NPRM Comments at 20-21, 37; TWC Media Ownership NOI Comments at 15-17.

²⁵ Similarly, Block Communications, Inc. uses multiple sharing and multicasting arrangements to control *all four* Big Four stations in the Lima, OH DMA, and five of six networks overall. Block owns WLIO, which multicasts both NBC and Fox programming and, using an SSA, now controls WOHL, which is owned by West Central Ohio Broadcasting Inc. Like WLIO, WOHL is affiliated with two Big Four networks—ABC and CBS.

WISE-TV.²⁶ As TWC explained in a detailed *ex parte* filing with the Commission, Nexstar’s suit against Granite powerfully illustrates how multicasting arrangements, SSAs, and other contractual arrangements facilitating coordinated conduct are anticompetitive, harmful to consumers, and unlawful.²⁷

The emergence of multicasting arrangements and network veto rights further demonstrates the need for the Commission to take a broad view of the types of agreements that should be disclosed in a local station’s public file. Indeed, the Commission should mandate disclosure of any and all agreements that facilitate the coordinated negotiation of retransmission consent by broadcast stations to enable the Commission and the public to fully evaluate the aggregate effects of such agreements.²⁸ Adopting a narrow definition of “sharing agreement” or imposing a more limited disclosure requirement would run the serious risk that, as reflected in

²⁶ See Complaint, *Nexstar Broadcasting, Inc. v. Granite Broadcasting Corp.*, No. 11-cv-249 (N.D. Ind. Jul. 25, 2011) (“Complaint”), attached to Letter from Elizabeth Ryder, Vice President and General Counsel, Nexstar Broadcasting, to Marlene H. Dortch, Secretary, FCC, MB Docket No. 10-71 (filed Jul. 27, 2011).

²⁷ See TWC Nexstar Litigation Ex Parte at 2-3. In particular, Nexstar alleged in its complaint that Granite’s aggregation of market power—by controlling multiple broadcast feeds—enables it to charge “supra-competitive prices for local spot advertising” and that Granite’s acquisition of an “exclusive license to broadcast programming from the FOX Network ... will substantially lessen competition in the relevant market[] and tend to create a monopoly.” Complaint ¶¶ 44, 73. Nexstar further argued such an arrangement “ha[s] no legitimate business purpose” and “achieve[s] no legitimate efficiency benefit to counterbalance the anticompetitive effects” of Granite’s conduct. *Id.* ¶ 55. According to Nexstar, Granite’s antitrust violations “will cause, in turn, Indiana consumers to pay higher prices for good and services.” *Id.* ¶ 46.

²⁸ See PIPAC Comments at 20 (stating that “the combination of several agreements, which standing alone might be acceptable, may raise concerns in the aggregate”) (citing *Shareholders of the Ackerley Group, Inc.*, Memorandum Opinion and Order, 17 FCC Rcd 10828 ¶ 31 (2002)).

the *Raycom SSA Order*, the Commission would soon be confronted with new types of agreements that are “clearly at odds with the purpose and intent of the duopoly rule.”²⁹

TWC thus agrees with ACA that the Commission should “require disclosure in the online public inspection file of all sharing agreements, *regardless of name*, that facilitate coordinated retransmission consent negotiations.”³⁰ In fact, TWC urges the Commission to take the disclosure requirement one step further and require that any agreement facilitating the joint negotiation of retransmission consent (whether by delegating negotiation authority to another station or entity, by consolidating negotiations for another station or signal with its own, or granting another entity an approval or veto right over its carriage agreements) be placed in the station’s online public file. The Commission also should make clear that the new disclosure requirement encompasses formal *and* informal agreements, and agreements with broadcast networks, out-of-market stations, or other entities. Such a requirement is necessary to ensure that the Commission and the public have an adequate opportunity to scrutinize the full landscape of sharing agreements implicating the Commission’s retransmission consent and media ownership rules.

Relatedly, TWC urges the Commission to reject the suggestion that a station should be required to place required documents in the online public file only on a prospective basis.³¹ Excluding all existing agreements from the online public file would greatly limit its efficacy and would frustrate the purpose of the requirement. For instance, it is likely the case that the initial term of a sharing agreement dating back several years has expired but was subsequently renewed using a short amendment omitting most or all of the details of the original agreement. If the

²⁹ *Raycom SSA Order* ¶ 23.

³⁰ ACA Comments at 13 (emphasis supplied).

³¹ *See, e.g.*, Joint Broadcasters Comments at 21; TV Broadcasters Comments at 14-16.

online public file were to contain only the amendment currently in effect—or worse, nothing at all based on the broadcaster’s determination that it is not a “new” agreement—the Commission’s and public’s interest in achieving transparency will not be served. The Commission therefore should require that a station’s entire public file be uploaded and, further, maximize its accessibility by requiring that documents be posted in a searchable format.³² Significantly, NAB notes that “parts of the public file can likely be uploaded with relatively few difficulties” and that only certain portions of the public file, such as the political file, would pose a significant implementation burden.³³ At a minimum, the Commission should require broadcasters to upload all sharing agreements that set forth the details of an agreement currently in effect, including predecessor agreements that subsequently were superseded.

CONCLUSION

Local broadcast stations have a statutory obligation to use the public airwaves to serve the public interest, and the Commission is charged with enforcing that obligation. Recognizing the mounting problem of coordinated conduct by ostensibly independent broadcast stations and the potential for stations to evade the Commission’s media ownership rules through various sharing agreements, the Commission has launched multiple proceedings to carefully examine the impact on the public interest of such agreements. The record in those proceedings and the record here demonstrate the critical need to subject LMAs, JSAs, SSAs, and multicasting arrangements alike to greater scrutiny. TWC therefore urges the Commission to require each broadcast station to make public all of its sharing agreements that affect the way it negotiates retransmission consent.

³² See PIPAC Comments at 29.

³³ NAB Comments at 5.

Respectfully submitted,

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