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

In re the Matter of	)	
	)	FILED/ACCEPTED
COMPLAINT OF SKY ANGEL U.S. LLC	)	
	)	
Against Discovery Communications, LLC, *et al.* for Violation of the Commission's Competitive Access to Cable Programming Rules	)	File No. 12-80 MAY 21 2010
	)	Federal Communications Commission Office of the Secretary
	)	

RESPONSES AND OBJECTIONS OF SKY ANGEL U.S., LLC TO DISCOVERY COMMUNICATIONS, LLC'S FIRST SET OF DOCUMENT REQUESTS

Pursuant to Section 76.1003(j) of the Commission's rules,[1] Sky Angel U.S., LLC ("Sky Angel"), by its attorneys, hereby responds and objects to the First Set of Document Requests ("Requests") served by Discovery Communications, LLC ("Discovery") on Sky Angel on April 21, 2010.[2]

GENERAL OBJECTIONS

1. Sky Angel objects to the Requests, including the definitions and instructions, to the extent they (a) contain requests that exceed the scope and requirements of the applicable Commission rules, which provide for interrogatories and document production requests, and (b) purport to require discovery not provided for by those rules, including, but not limited to discovery on subjects not at issue in this case.

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[1] 47 C.F.R. §76.1003(j).

[2] As used herein, the term "Complaint" means the *Program Access Complaint* filed with the Commission by Sky Angel on March 24, 2010, the term "Emergency Petition" means the *Emergency Petition for Temporary Standstill* filed with the Commission by Sky Angel on March 24, 2010, the term "Emergency Request" means the *Emergency Request for Immediate Grant of Petition* filed with the Commission by Sky Angel on April 14, 2010, and the term "Reply" means the *Reply to Answer to Program Access Complaint* filed with the Commission by Sky Angel on May 6, 2010.

2. Sky Angel objects to the disclosure of information subject to the attorney-client and/or work-product privileges or to any other privilege provided by rule or law.

3. Sky Angel objects to the Requests in their entirety insofar as they are duplicative, unduly burdensome and not reasonably calculated to lead to the discovery of relevant evidence.

4. Sky Angel's responses and objections are based upon the results of a diligent effort to respond to the Requests. Sky Angel reserves its right to amend, modify or supplement the objections or responses stated herein if necessary at a later date.

5. Sky Angel objects to the Requests to the extent they require Sky Angel to formulate a legal conclusion to develop a response.

6. Sky Angel objects to the Requests to the extent they require Sky Angel to provide information or identify documents already known to or in the possession of Discovery or its agents. In responding to these Requests, Sky Angel does not waive the foregoing objections, nor the specific objections that are set forth in the responses to particular Requests. Sky Angel incorporates its General Objections into each objection and/or individualized response contained herein and each supplement to these responses hereinafter provided. By its responses, Sky Angel does not concede that the information requested is relevant to this action or is calculated to lead to the discovery of admissible evidence. Sky Angel expressly reserves the right to object to further discovery into the subject matter of any of these Requests, to the introduction into evidence of any response or portion thereof, and to supplement its responses should further investigation disclose responsive documents.

SPECIFIC OBJECTIONS AND RESPONSES TO DOCUMENT REQUESTS

Request No. 1: All documents that demonstrate Sky Angel is an "MVPD."

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 1 because it requires Sky Angel to formulate a legal conclusion to develop a response.

Sky Angel also objects to this Request to the extent that it calls for the production of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other rule of privilege or confidentiality. Additionally, Sky Angel also objects because this Request is vague, overly broad, unduly burdensome and voluminous. Subject to and without waiving any of the aforementioned General Objections, *see* Reply, pp. 3-21; 47 C.F.R. §76.1000(e) ("The term 'multichannel video programming distributor' means an entity engaged in the business of making available for purchase, by subscribers or customers, multiple channels of video programming. Such entities include, <u>but are not limited to</u>, a cable operator, a BRS/EBS provider, a direct broadcast satellite service, a television receive-only satellite program distributor, and a satellite master antenna television system operator, as well as buying groups or agents of all such entities.") (emphasis added). Sky Angel fits squarely within this definition of MVPD because of its distribution of approximately 80 linear video channels to paying subscribers.

Additionally, Sky Angel notes, subject to and without waiving any of the aforementioned General Objections, that certain of the Requests, either intentionally or unintentionally, neglect that the plain text of the Commission's rules themselves confirm that a distributor such as Sky Angel, which uses Internet technologies to facilitate distribution of programming to subscribers, qualifies as an MVPD for purposes of program access consumer protections. Rules referenced by Discovery demonstrate that a video programming distributor may be an MVPD even if it uses Internet transmissions for one or more links of its distribution system. For example, Request No. 13 inquires about Subpart W (including §76.1901) of the Commission's Rules, which sets forth the following clear principles:

1. MVPDs are subject to the rules in Section W ("Each multi-channel video programming distributor shall comply with the requirements of this subpart." 47 C.F.R. §76.1901(a)); and

2. Subpart W "shall not apply to the distribution of any content over the Internet..." 47 C.F.R. §76.1901(b).

Together, those regulations underscore two critical conclusions. First, the compliance of Sky Angel with Section W obviously is not relevant to the current matter, as (a) the scope of Subpart W is plainly not identical to the intentionally sweeping scope of the program access rules and Section 628 of the Communications Act; and (b) Sky Angel distributes content via the Internet, which expressly excludes it from application of Subpart W.

Second, a plain reading of Subpart W confirms that an MVPD, as defined by the Commission's rules, includes entities that use the Internet to transmit video programming. If not, there would have been no reason for the Commission to have expressly excluded Internet transmissions from Subpart W, as Subpart W expressly applies only to MVPDs, *see* 47 C.F.R. §76.1901(a), and still other language in Section 76.1901(b) excludes Internet access services "via cable-modem or DSL" offered by an MVPD. 47 C.F.R. §76.1901(b). If the statement that Subpart W "shall not apply to the distribution of any content over the Internet" is to have any meaning, it must be that an MVPD, which otherwise would be subject to Subpart W, is not subject to Subpart W to the extent it transmits content via the Internet. That in turn means that the FCC-defined class of MVPDs must include distributors, such as Sky Angel, that distribute programming via the Internet.

Again, however, such a legal conclusion does not require analysis of Sky Angel's conduct under Subpart W both because: (i) the issue at hand in this matter is a complaint against Discovery's illegal and anti-competitive conduct under the program access rules and Section 628 of the Communications Act, as amended, and not Subpart W; and (ii) Subpart W expressly excludes Internet transmissions.

Request No. 2: All documents that demonstrate Sky Angel offers "video programming," as defined by 47 U.S.C. §522(20).

Response: *See* Response to Request No. 1.

Request No. 3: All documents that describe Sky Angel's method of distributing programming to subscribers.

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 3 to the extent that it seeks confidential, proprietary business information. Subject to and without waiving any of the aforementioned General Objections, *see* Complaint, pp. 1-2, 8-9 and Attachments A and B; Reply, pp. 1-2, 6-8, 9-10, 16-21, 25-28, 31-32.

Request No. 4: All marketing documents in which Sky Angel describes its service.

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 4 because it is not reasonably calculated to lead to facts relevant to the dispute. Sky Angel also objects because this Request is vague, overly broad, unduly burdensome and voluminous. Additionally, Sky Angel objects to this Request to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Sky Angel objects to this Request to the extent that it seeks confidential, proprietary business information. Subject to and without waiving any of the aforementioned General Objections, *see* www.SkyAngel.com.

Request No. 5: All documents that describe or discuss the portable nature of Sky Angel's service.

Response: *See* Response to Request Nos. 3 and 4.

Request No. 6: All documents that describe or discuss how Sky Angel's service can be accessed by subscribers outside their homes via a high-speed Internet connection.

Response: *See* Response to Request Nos. 3 and 4.

Request No. 7: All documents that discuss or concern Sky Angel's obligation or actions to comply with, or seek a waiver of, the Commission's rules and regulations applicable to an MVPD

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 7 to the extent that it calls for the production of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other rule of privilege or confidentiality. Sky Angel also objects to this Request because it requires Sky Angel to formulate a legal conclusion to develop a response. Additionally, Sky Angel objects to this Request because it is not reasonably calculated to lead to facts relevant to the dispute. Sky Angel also objects because this Request is vague, overly broad, unduly burdensome and voluminous.

Request No. 8: All documents that discuss or concern Sky Angel's obligation or actions to comply with, or seek a waiver of, the retransmission consent requirements, as set forth in 47 U.S.C. §325(b), and the Commission's implementing regulations found at 47 C.F.R. §76.64.

Response: *See* Response to Request No. 7.

Request No. 9: All documents that discuss or concern Sky Angel's obligation or actions to comply with, or seek a waiver of, the reciprocal good faith bargaining requirements, as set forth in 47 U.S.C. §325(b)(3)(C), and the Commission's implementing regulations found at 47 C.F.R. §76.65.

Response: *See* Response to Request No. 7.

Request No. 10: All documents that discuss or concern Sky Angel's obligation or actions to comply with, or seek a waiver of, the equal employment opportunity ("EEO") requirements, as set forth in 47 U.S.C. §554, and the Commission's implementing regulations found at 47 C.F.R. §76.1702, 76.1802.

Response: *See* Response to Request No. 7.

Request No. 11: All documents that discuss or concern Sky Angel's obligation or actions to comply with, or seek a waiver of, the closed captioning requirements, as set forth in 47 U.S.C. §613, and the Commission's implementing regulations found at 47 C.F.R. §79.1 *et seq.*

Response: *See* Response to Request No. 7.

Request No. 12: All documents that discuss or concern Sky Angel's obligation or actions to comply with, or seek a waiver of, the navigation device requirements, as set forth in 47 U.S.C. §549, and the Commission's implementing regulations found at 47 C.F.R. §76.1200 *et seq.*

Response: *See* Response to Request No. 7.

Request No. 13: All documents that discuss or concern Sky Angel's obligation or actions to comply with, or seek a waiver of, the encoding requirements, found at 47 C.F.R. §76.1901 *et seq.*

Response: *See* Response to Request No. 7.

Request No. 14: All documents that discuss or concern Sky Angel's obligation or actions to comply with, or seek a waiver of, the signal leakage requirements found at 47 C.F.R. §§76.605, 76.609-611, 76.1803 and 76.1804.

Response: *See* Response to Request No. 7.

Request No. 15: All documents that discuss or concern Sky Angel's obligation or actions to comply with, or seek a waiver of, the requirements related to harmful interference found at 47 C.F.R. §76.613.

Response: *See* Response to Request No. 7.

Request No. 16: All documents that discuss or concern Sky Angel's obligation or actions to comply with, or seek a waiver of, the requirements related to home wiring found at 47 C.F.R. §76.800 *et seq.*

Response: *See* Response to Request No. 7.

Request No. 17: All documents that discuss or concern Sky Angel's obligation or actions to comply with, or seek a waiver of, the requirements related to accessibility of emergency information found at 47 C.F.R.§79.2 *et seq.*

Response: *See* Response to Request No. 7.

Request No. 18: All documents related to the Affiliation Agreement, including, but not limited to, internal communications, communications with Discovery personnel, and/or communications with third parties (*e.g.*, customers, trade groups, etc.).

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 18 to the extent that it calls for the production of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other rule of privilege or confidentiality. Sky Angel also objects to this Request to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Additionally, Sky Angel objects to this Request because it is not reasonably calculated to lead to facts relevant to the dispute. Sky Angel also objects because this Request is vague, overly broad, unduly burdensome and voluminous. Sky Angel objects to this Request to the extent that it seeks confidential, proprietary business information. Subject to and without waiving any of the aforementioned General Objections, *see* Complaint, Attachments B, C, D, F, G, H and I; Emergency Request, Attachment 1.

Request No. 19: All communications about the termination provision (*i.e.*, Paragraph 12, and the subparagraphs thereto) of the Affiliation Agreement.

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 19 to the extent that it calls for the production of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other rule of privilege or confidentiality. Sky Angel also objects to this Request to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Additionally, Sky Angel objects to this Request because it is not reasonably calculated to lead to facts relevant to the dispute. Sky Angel also objects because this Request is vague, overly broad, unduly burdensome and voluminous. Subject to and without waiving any of the aforementioned General Objections, *see* Complaint, Attachments C, D, F, G, H and I; Emergency Request, Attachment 1.

Request No. 20: All documents that discuss or concern Discovery's decision to terminate Sky Angel was improper.

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 20 to the extent that it calls for the production of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other rule of privilege or confidentiality. Sky Angel also objects to this Request to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Additionally, Sky Angel objects because this Request is vague, overly broad, unduly burdensome and voluminous. Subject to and without waiving any of the aforementioned General Objections, *see* Complaint, pp. 1-16 and Attachments F and H; Reply, pp. 1-34.

Request No. 21: All documents in any way related to Sky Angel claims, including, but not limited to, internal communications, communications with Discovery personnel, and/or communications with third parties (*e.g.*, customers, trade groups, etc.).

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 21 to the extent that it calls for the production of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other rule of privilege or confidentiality. Sky Angel also objects to this Request to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Additionally, Sky Angel objects to this Request because it is not reasonably calculated to lead to facts relevant to the dispute. Sky Angel also objects because this Request is vague, overly broad, unduly burdensome and voluminous. Sky Angel objects to this Request to the extent that it seeks confidential, proprietary business information. Subject to and without waiving any of the aforementioned General Objections, *see* Complaint, pp. 1-16 and Attachments thereto; Emergency Petition, pp. 1-7; Emergency Request, pp. 1-7 and Attachment 1; Reply, pp. 1-34.

Request No. 22: All documents that discuss or concern the demand of Sky Angel's customers for Discovery programming networks.

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 22 to the extent that it seeks confidential, proprietary business information. Sky Angel also objects to this Request because it is not reasonably calculated to lead to facts relevant to the dispute. Additionally, Sky Angel objects because this Request is vague, overly broad, unduly burdensome and voluminous. Sky Angel also objects to this Request to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Subject to and without waiving any of the aforementioned General Objections, *see* Complaint, pp. 3 and 14-15; Reply, pp. 31-32.

Request No. 23: All documents that discuss or concern how the loss of Discovery programming has affected or will affect Sky Angel's customer base.

Response: *See* Response to Request No. 22.

Request No. 24: All documents that show, on a monthly basis from January 2007 to the present, the number of video subscribers served by Sky Angel.

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 24 to the extent that it seeks confidential, proprietary business information. Sky Angel also objects to this Request because it is not reasonably calculated to lead to facts relevant to the dispute.

Request No. 25: All documents that discuss or concern how Sky Angel has been or will be damaged by the loss of Discovery programming.

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 25 to the extent that it seeks confidential, proprietary business information. Sky Angel

also objects to this Request because it is not reasonably calculated to lead to facts relevant to the dispute. Additionally, Sky Angel objects because this Request is vague, overly broad, unduly burdensome and voluminous.

Request No. 26: All documents that discuss or concern Sky Angel's contention that Discovery needs "good cause," to terminate the Affiliation Agreement.

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 26 because it requires Sky Angel to formulate a legal conclusion to develop a response. Sky Angel also objects to this Request to the extent that it calls for the production of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other rule of privilege or confidentiality. Additionally, Sky Angel objects to this Request because it is not reasonably calculated to lead to facts relevant to the dispute. Sky Angel also objects because this Request is vague, overly broad, unduly burdensome and voluminous. Subject to and without waiving any of the aforementioned General Objections, *see* Complaint, p. 7; Reply, pp. 23-32.

Request No. 27: All documents that discuss or identify Sky Angel's competitors, including, but not limited to, documents that show that Sky Angel competes with Discovery's programming network distribution affiliates.

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 27 to the extent that it seeks confidential, proprietary business information. Sky Angel also objects to this Request because it is not reasonably calculated to lead to facts relevant to the dispute. Additionally, Sky Angel objects because this Request is vague, overly broad, unduly burdensome and voluminous. Sky Angel also objects to this Request to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Sky Angel also objects to this Request to the extent that it calls for the production of information

protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other rule of privilege or confidentiality.

Request No. 28: All documents that discuss or concern Sky Angel's contention that Discovery is seeking to benefit Sky Angel's competitors.

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 28 because it requires Sky Angel to formulate a legal conclusion to develop a response. Sky Angel also objects to this Request because it is not reasonably calculated to lead to facts relevant to the dispute. Additionally, Sky Angel objects because this Request is vague, overly broad, unduly burdensome and voluminous. Sky Angel also objects to this Request to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Subject to and without waiving any of the aforementioned General Objections, *see* Reply, pp. 31-32.

Request No. 29: All documents that discuss or concern Sky Angel's contention that Discovery has committed an unfair or deceptive trade practice.

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 29 because it requires Sky Angel to formulate a legal conclusion to develop a response. Sky Angel also objects to this Request to the extent that it calls for the production of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other rule of privilege or confidentiality. Subject to and without waiving any of the aforementioned General Objections, *see* Complaint, pp. 10-15; Reply, pp. 29-32.

Request No. 30: All documents that discuss or concern Sky Angel's contention that Discovery intended to "hinder significantly or prevent Sky Angel from distributing programming to its subscribers in competition with affiliates of Discovery." (Complaint at 11.)

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 30 because it requires Sky Angel to formulate a legal conclusion to develop a response.

Sky Angel also objects to this Request to the extent that it calls for the production of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other rule of privilege or confidentiality. Additionally, Sky Angel objects because this Request is vague, overly broad, unduly burdensome and voluminous. Sky Angel also objects to this Request to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Subject to and without waiving any of the aforementioned General Objections, *see* Reply, pp. 29-32.

Request No. 31: All documents that discuss or concern Sky Angel's contention that Discovery is unlawfully discriminating against Sky Angel.

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 31 because it requires Sky Angel to formulate a legal conclusion to develop a response. Sky Angel also objects to this Request to the extent that it calls for the production of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other rule of privilege or confidentiality. Additionally, Sky Angel objects because this Request is vague, overly broad, unduly burdensome and voluminous. Sky Angel also objects to this Request to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Subject to and without waiving any of the aforementioned General Objections, *see* Reply, pp. 23-28.

Request No. 32: All documents that discuss or concern Sky Angel's contention that Discovery permits "...other, far larger distributors to carry Discovery channels through Internet distribution..." (Complaint at 11.)

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 32 because it is vague, overly broad, unduly burdensome and voluminous. Sky Angel also objects to this Request to the extent it requires Sky Angel to provide information already known

to or in the possession of Discovery or its agents. Additionally, Sky Angel objects to this Request to the extent that it calls for the production of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other rule of privilege or confidentiality. Subject to and without waiving any of the aforementioned General Objections, *see* Reply, pp. 25-27; Response to Request No. 40.

Request No. 33: All documents that discuss or concern Sky Angel's contention that Discovery programming is "must have" programming. (Complaint at 15.)

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 33 because it requires Sky Angel to formulate a legal conclusion to develop a response. Sky Angel also objects to this Request to the extent that it calls for the production of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other rule of privilege or confidentiality. Additionally, Sky Angel objects because this Request is vague, overly broad, unduly burdensome and voluminous. Sky Angel also objects to this Request to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Sky Angel also objects to this Request because it is not reasonably calculated to lead to facts relevant to the dispute. Subject to and without waiving any of the aforementioned General Objections, *see* Complaint, pp. 3 and 14-15; Reply, pp. 31-32.

Request No. 34: All documents that identify, discuss or concern Sky Angel's discussions with other programming networks, including broadcast networks, satellite delivered cable programming networks, and regional sports networks, concerning affiliation agreements with those respective networks.

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 34 because it is not reasonably calculated to lead to facts relevant to the dispute. Sky Angel also objects because this Request is vague, overly broad, unduly burdensome and voluminous.

Additionally, Sky Angel objects to this Request to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Sky Angel objects to this Request to the extent that it seeks confidential, proprietary business information. Sky Angel also objects to this Request to the extent that it calls for the production of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other rule of privilege or confidentiality. Subject to and without waiving any of the aforementioned General Objections, *see* www.skyangel.com/Programming/ChannelsLineUp.

Request No. 35: All documents identifying other networks that were carried by Sky Angel on its DBS platform and that are not distributed over the new platform.

Response: *See* Response to Request No. 34.

Request No. 36: All documents discussing or relating to discussions with networks that Sky Angel expressed interest in carrying, but which are not provided as part of its program offerings to video customers.

Response: *See* Response to Request No. 34.

Request No. 37: All documents discussing or relating to discussions with networks that declined to allow Sky Angel to carry the network as part of the Sky Angel service.

Response: *See* Response to Request No. 34.

Request No. 38: All of Sky Angel's affiliation agreements with any programming network other than Discovery.

Response: *See* Response to Request No. 34.

Request No. 39: All documents that discuss or show concerns that any programming network expressed about Sky Angel's distribution methodology.

Response: *See* Response to Request No. 34.

Request No. 40: All documents that discuss or concern Sky Angel's contention that Discovery's programming networks are "...being distributed through the Internet, directly to Subscriber's computers, as part of the TV Anywhere services..." (Complaint at 5.)

Response: Subject to and without waiving any of the aforementioned General Objections, Sky Angel notes that the quoted sentence simply summarizes the conversion Mr. Collins had with representatives of Discovery. Notwithstanding the foregoing, Sky Angel notes that DISH Network's "TV Everywhere" service allows a subscriber to "watch [his/her] favorite live and recorded programs on [his/her] computer or mobile device." *See* www.dishnetwork.com/receivers/vip922/features/default.aspx (last accessed May 18, 2010).

Request No. 41: All documents relating to Sky Angel's contention that, "...Sky Angel's IPTV distribution" is profitable to Discovery. (Complaint at 12.)

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 41 to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Sky Angel also objects to this Request because it is not reasonably calculated to lead to facts relevant to the dispute. Subject to and without waiving any of the aforementioned General Objections, *see* Complaint, pp. 3-4, 13 and 15 and Attachment B; Reply, p. 2.

Request No. 42: All documents relating to Sky Angel's contention that Discovery controls "...five to ten of America's most favored programming channels..." (Complaint at 14.)

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 42 to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Sky Angel also objects to this Request because it is not reasonably calculated to lead to facts relevant to the dispute.

Request No. 43: All documents relating to Sky Angel's contention that Discovery's channels are "...necessary to the success of emerging and independent MVPDs..." (Complaint at 14.)

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 43 because it is not reasonably calculated to lead to facts relevant to the dispute. Sky Angel also objects because this Request is vague, overly broad, unduly burdensome and voluminous. Additionally, Sky Angel objects to this Request to the extent it requires Sky Angel to provide information already known to or in the possession of Discovery or its agents. Subject to and without waiving any of the aforementioned General Objections, *see* Complaint, pp. 3 and 14-15; Reply, pp. 4-6, 18-21 and 31-32.

Request No. 44: All documents explaining why Discovery networks are "broadband programming." (Complaint at 15.)

Response: Subject to and without waiving any of the aforementioned General Objections, Sky Angel notes that the referenced sentence does not define Discovery networks as "broadband programming."

Request No. 45: All documents showing how retaining Discovery programming network permits Sky Angel to "remain a viable competitor in the MVPD marketplace." (Complaint at 15.)

Response: In addition to the aforementioned General Objections, Sky Angel objects to Request No. 45 because it is not reasonably calculated to lead to facts relevant to the dispute. Sky Angel also objects to this Request to the extent that it seeks confidential, proprietary business information. Additionally, Sky Angel objects because this Request is vague, overly broad, unduly burdensome and voluminous. Subject to and without waiving any of the aforementioned General Objections, *see* Complaint, pp. 3 and 14-15; Reply, pp. 4-6, 18-21 and 31-32.

Respectfully submitted,

SKY ANGEL U.S., LLC

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May 21, 2010

Its Attorneys

CERTIFICATE OF SERVICE

I, Judy Norris, a legal secretary in the firm of Holland & Knight LLP, hereby certify that on the 21st day of May, 2010, copies of the foregoing Responses and Objections of Sky Angel U.S., LLC to Discovery Communications, LLC's First Set of Document Requests, were sent via email and deposited in the U.S. mail, first-class, postage prepaid, to:

Howard J. Symons
Christopher J. Harvie
Tara M. Corvo
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Mintz, Levin, Cohn, Ferris, Glovsky
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Judy Norris

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