

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

FCC 12M-33
09346

In the Matter of)

Game Show Network, LLC,)
Complainant,)

~~DUCKET FILE COPY ORIGINAL~~

MB Docket No. 12-122
File No. CSR-8529-P

v.)

Cablevision Systems Corp.,)
Defendant)

MAILED

JUL 13 2012

FCC Mail Room

PROTECTIVE ORDER

1. This Protective Order is intended to facilitate and expedite the review of documents filed in this proceeding or obtained from a person in the course of discovery that contain trade secrets and privileged or confidential commercial or financial information. It establishes the manner in which "Confidential Information," as that term is defined herein, is to be treated. The Order is not intended to constitute a resolution of the merits concerning whether any Confidential Information would be released publicly by the Commission upon a proper request under the Freedom of Information Act or other applicable law or regulation, including 47 C.F.R. § 0.442.

2. Definitions.

a. Authorized Representative. "Authorized Representative" shall have the meaning set forth in Paragraph 8.

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

c. Confidential Information. "Confidential Information" means (i) operational, financial, revenue, and other sensitive business information; (ii) program carriage agreements, the terms thereof, or negotiations related to same, or any part thereof; (iii) other information submitted to the Commission by the Submitting Party that has been so designated by the Submitting Party and which the Submitting Party has determined in good faith constitutes trade secrets or commercial or financial information which is privileged or confidential within the meaning of Exemption 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4); and (iv) information submitted to the Commission by the Submitting Party that has been so designated by the Submitting Party and which the Submitting Party has determined in good faith falls within the terms of Commission orders designating the items for treatment as Confidential Information. Confidential

Information includes additional copies of, notes, and information derived from Confidential Information, whether in paper or electronic format.

d. Declaration. “Declaration” means Attachment A to this Protective Order.

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

f. Non-Testifying Expert. “Non-Testifying Expert” means a consulting or other expert retained for the purpose of assisting Outside Counsel of Record in this proceeding that shall not testify, offer an expert report, be deposed, or otherwise be subject to discovery in this proceeding.

g. Outside Counsel of Record. “Outside Counsel of Record” means the firm(s) of attorneys, along with their employees (such as attorneys, secretaries, support staff, and paralegals), representing either complainant Game Show Network, LLC (“GSN”) or defendant Cablevision Systems Corporation (“Cablevision”) (collectively, the “Parties”) in this proceeding. For the avoidance of doubt, Outside Counsel of Record shall exclude any employee of either GSN or Cablevision and includes the following law firms that currently represent the parties: Covington & Burling LLP, Paul, Weiss, Rifkind, Wharton & Garrison LLP, and Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

h. Reviewing Party. “Reviewing Party” means a person or entity participating in this proceeding that receives Confidential information.

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

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

4. Procedures for Claiming Information is Confidential.

a. Confidentiality Designation. Confidential Information submitted to the Commission or exchanged by the Parties shall bear on the front page in bold print, **“CONTAINS CONFIDENTIAL INFORMATION - DO NOT RELEASE - SUBJECT TO PROTECTIVE ORDER IN GAME SHOW NETWORK, LLC v. CABLEVISION SYSTEMS CORPORATION, FILE NO. CSR-8529-P.”**

Confidential Information shall be segregated by the Submitting Party from all non-confidential information submitted to the Commission. Information designated as Highly Confidential Information shall be so designated on the face of each page containing such information, and the first page of any document containing such information shall state in bold print **“CONTAINS HIGHLY CONFIDENTIAL INFORMATION - DO NOT RELEASE - SUBJECT TO PROTECTIVE ORDER IN GAME SHOW NETWORK, LLC v. CABLEVISION SYSTEMS CORPORATION, FILE NO. CSR-8529-P.”** To the extent a document contains both Confidential Information and non-confidential information, the Submitting Party shall designate the specific portions of the document claimed to contain Confidential Information and shall, where feasible, also submit a redacted version not containing Confidential Information. By designating information as “Confidential Information,” a Submitting Party signifies that it has determined in good faith that the information should be subject to protection under the Freedom of Information Act, the Commission’s implementing rules, and this Protective Order.

b. Objections. If a Reviewing Party believes that a document has been designated incorrectly as Confidential Information or Highly Confidential Information pursuant to the provisions of Paragraph 4.a hereof, the Reviewing Party shall so notify the Submitting Party in writing (including via electronic mail). Upon receiving such a notice, the Submitting Party shall reevaluate its confidentiality designation and shall notify the Reviewing Party in writing (including via electronic mail) within two business days after receipt of the Reviewing Party’s notice whether it will modify the designation. The Reviewing Party may seek review by the Media Bureau or the Commission of any confidentiality designation, provided that during the pendency of any review by the Media Bureau or the Commission the material subject to review shall be treated as having the confidentiality designation established by the Submitting Party.

c. Inadvertent Designations. If a Submitting Party inadvertently designates or fails to designate material as Confidential Information or Highly Confidential Information, the Submitting Party shall so notify the Reviewing Party and, if the material was submitted to the Commission, the Secretary of the Commission, in writing (including via electronic mail). As promptly as practicable following receipt of such notice, the Reviewing Party shall treat the material as having the corrected designation set forth in the notice.

5. Storage of Confidential Information at the Commission. The Secretary of the Commission or other Commission staff to whom Confidential Information is submitted shall place the Confidential Information in a non-public file. Confidential Information shall be segregated in the files of the Commission, and shall be withheld

from inspection by any person not bound by the terms of this Protective Order, unless such Confidential Information is released from the restrictions of this Order either through agreement of the parties, or pursuant to the order of the Commission or a court having jurisdiction.

6. Access to Confidential Information.

a. Within the Commission. In addition to the members of the Commission, Confidential Information may be made available to the Commission's staff. Consultants under contract to the Commission may obtain access to Confidential Information only if they have signed, as part of their employment contract, a non-disclosure agreement the scope of which includes the Confidential Information, or if they execute the attached Declaration.

b. Outside of the Commission. Except as set forth in section 6.a, Confidential Information shall be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part only to the Submitting Party and Authorized Representatives of the Reviewing Party, as further described in Paragraph 8, who have complied with the procedures set forth in Paragraph 9. Notwithstanding the preceding sentence, Highly Confidential Information may be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part only to (i) in the case of Cablevision, Alexander Shapiro, who in his capacity as Senior Vice President and Associate General Counsel, oversees the management of Cablevision litigation, and in the case of GSN, Steven Brunell, who in his capacity as Executive Vice President and Chief Financial Officer oversees finances and administrative operations of the company; and (ii) Authorized Representatives of a Reviewing Party who are described in Paragraph 8.a or 8.c of this Protective Order. Either party shall be permitted to modify its designee pursuant to Section 6(b)(i) hereof for a *bona fide* reason upon written notice to the Chief, Media Bureau and the opposing party, which notice shall represent that such party's new designee's job responsibilities do not include negotiation of agreements for the sale, licensing, or carriage of video programming, provided that such notice shall become effective five (5) business days after its receipt by the opposing party if the opposing party does not object to such designation in a written notice delivered to the Chief, Media Bureau and the opposing party within such five (5) business day period, or sooner if the opposing party consents in writing to such earlier effectiveness.

7. Disclosure. Persons designated pursuant to Paragraph 9 may disclose Confidential Information to other Authorized Representatives to whom disclosure is permitted under the terms of Paragraph 6 of this Protective Order only after advising such Authorized Representatives of the terms and obligations of the Order. In addition, before Authorized Representatives may obtain access to Confidential Information, each Authorized Representative must execute the attached Declaration.

8. Authorized Representatives shall be limited to:

a. Outside Counsel of Record and their formally engaged service vendors, to the extent reasonably necessary to render professional services in this proceeding;

b. Employees of the Parties or AMC Networks, Inc., including such persons requested by counsel to furnish technical or other expert advice or service, or otherwise engaged to prepare material for the express purpose of formulating filings in this proceeding; and

c. Outside consultants or experts, including Non-Testifying Experts, retained for the purpose of assisting Outside Counsel of Record or providing opinions or testimony in this proceeding, provided that such outside consultants or experts (1) are not employees of GSN or Cablevision and are not in a position to use the Confidential Information for competitive commercial or business purposes, including persons involved in competitive decision-making; and (2) will not, for a period of eighteen (18) months from the date of this Protective Order, negotiate, advise, or otherwise work for any person or entity in connection with the negotiation of agreements for the sale, licensing, or carriage of video programming, where such negotiations are directly adverse to the Submitting Party, provided that this provision does not prohibit any such person from (i) participating as a testifying or non-testifying expert (or staff thereto) in any litigation or arbitration (including administrative litigation), or (ii) advising any person regarding video programming agreements that have already been negotiated, provided that such advice is not directed to any current or future negotiations.

9. Procedures for Obtaining Access to Confidential Information. In all cases where access to Confidential Information is sought pursuant to Paragraphs 6, 7 or 8, except in the case of Non-Testifying Experts, which shall be governed by Paragraph 9.a, before reviewing or having access to any Confidential Information, each person seeking such access shall execute the Declaration in Attachment A and file it with the Commission and serve it upon the Submitting Party through their Outside Counsel of Record, so that the Declaration is received by the Submitting Party at least five (5) business days prior to such person's reviewing or having access to such Submitting Party's Confidential Information (except if the Submitting Party waives this waiting period in writing). Each Submitting Party shall have an opportunity to object to the disclosure of its Confidential Information to any such persons. Any objection must be filed at the Commission and served on Outside Counsel of Record representing, retaining, or employing such person as promptly as practicable after receipt of the relevant Declaration. Until any such objection is resolved by the Commission and, if appropriate, any court of competent jurisdiction prior to any disclosure, and unless such objection is resolved in favor of the person seeking access, persons subject to an objection from a Submitting Party shall not have access to Confidential Information. If there is no objection or once such objection is resolved, the Submitting Party shall serve the documents of such party containing Confidential Information on the requesting party's Outside Counsel of Record, or if so requested, will make such material available for review at the offices of the Submitting Party's Outside Counsel of Record.

a. In the case of Non-Testifying Experts, before reviewing or having access to any Confidential information, each person seeking such access shall execute the Declaration in Attachment A and the Reviewing Party shall maintain a copy of the executed Declaration, but shall not be required to file it with the Commission or serve it upon the Submitting Party.

10. Copies of Confidential Information. Subject to a request for Confidential Information submitted pursuant to Paragraph 9, the Submitting Party shall provide a copy of the Confidential Information to Authorized Representatives upon request and may charge a reasonable copying fee not to exceed twenty five cents per page. Authorized Representatives may make additional copies of Confidential Information but only to the extent required and solely for the preparation and use in this proceeding. The original copy and all other copies of the Confidential Information shall remain in the care and control of Authorized Representatives at all times. Authorized Representatives having custody of any Confidential Information shall keep the documents properly and fully secured from access by unauthorized persons at all times.

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

12. Use of Confidential Information. Confidential Information shall not be used by any person granted access under this Protective Order for any purpose other than for use in this proceeding (including any subsequent administrative or judicial review), shall not be used for competitive business purposes, and shall not be used or disclosed except in accordance with this Order. This shall not preclude the use of any material or information that is in the public domain or has been developed independently by any other person who has not had access to the Confidential Information nor otherwise learned of its contents.

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

a. Any portions of the pleadings that contain or disclose Confidential Information must be designated using double brackets within the pleadings;

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

c. Each page of any Party's filing that contains or discloses Confidential Information subject to this Order must be clearly marked with the legend specified in Paragraph 4 of this Protective Order; and

d. The portion(s) of the pleading containing Confidential Information, to the extent they are required to be served, shall be served upon the Secretary of the Commission and Outside Counsel of Record for the Parties. Such portions shall not be

placed in the Commission's public file unless the Commission directs otherwise (with notice to the Submitting Party and an opportunity to comment on such proposed disclosure). A Party filing a pleading containing Confidential Information shall also file a redacted version of the pleading containing no Confidential Information, which copy shall be placed in the Commission's public files. A Party may provide courtesy copies of pleadings containing Confidential Information to Commission staff so long as the notations required by this Paragraph and Paragraph 4 are not removed.

14. Client Consultation. Nothing in this Protective Order shall prevent or otherwise restrict Outside Counsel of Record from rendering advice to their clients relating to the conduct of this proceeding and any subsequent judicial proceeding arising therefrom and, in the course thereof, relying generally on examination of Confidential Information; *provided, however*, that in rendering such advice and otherwise communicating with such client, Outside Counsel of Record shall not disclose Highly Confidential Information to their clients except as permitted by this Protective Order.

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

16. Termination of Proceeding. The provisions of this Protective Order shall not terminate at the conclusion of this proceeding. Within two weeks after final resolution of this proceeding (which includes any administrative or judicial appeals), persons described in Paragraphs 7 and 8 shall destroy or return to the Submitting Party the relevant documents containing Confidential Information of the Submitting Party as well as all copies and derivative materials made (regardless of the format in which such copies and derivative materials may exist), and the Reviewing Party shall certify in a writing served on the Commission and the Submitting Party that no material whatsoever derived from such Confidential Information has been retained by any person having access thereto, except that Outside Counsel of Record may retain, under the continuing strictures of this Protective Order, two copies (one of which may be in electronic format) of all pleadings and exhibits thereto filed in this proceeding, all orders and exhibits thereto issued in this proceeding, all transcripts and exhibits thereto created in connection with this proceeding, and all attorney work product regardless of whether such pleadings, transcripts or work product contain Confidential Information. Any Confidential

Information contained in any copies of such documents retained by Outside Counsel of Record to a party pursuant to this Paragraph 16 shall be protected from disclosure or use indefinitely in accordance with this Protective Order unless such Confidential Information is released from the restrictions of this Protective Order either through agreement of the Parties, or pursuant to the order of the Commission or a court having jurisdiction. The provisions of this Paragraph 16 regarding the retention of Confidential Information, any documents containing such information, and copies of same, shall not be construed to apply to the Commission or its staff.

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

18. No Waiver of Privilege. Any inadvertent disclosure or production of documents protected by the attorney-client privilege or work-product protection will not constitute a waiver of any available privilege or protection by the disclosing party. In the event that the receiving party discovers that it has received either attorney-client privilege or work-product protected documents, it will bring that fact to the attention of the producing party immediately upon discovery. Upon the request of the producing party, the receiving party will promptly return to the producing party any attorney-client privilege or work-product-protected document and any copies that the receiving party may have made. Upon the request of the producing party, the receiving party will promptly disclose the names of any individuals who have read or have had access to the attorney-client privilege or work-product-protected document. No such inadvertently produced attorney-client privilege or work-product-protected document may be used in evidence against the producing party. The party returning the information may then request the Presiding Judge enter an order compelling production of the material; however, the motion to compel may not assert the fact or circumstances of the inadvertent production as a basis for compelling production of the material.

19. Subpoena by Courts, Departments, or Agencies. If a court or a federal or state department or agency issues a subpoena or orders production of Confidential Information that a party has obtained under terms of this Protective Order, such party shall promptly notify in writing each Submitting Party of the pendency of such subpoena or order and shall independently use good faith efforts to seek confidential treatment of any Confidential Information required to be produced pursuant to such subpoena or order. Consistent with the independent authority of any court, department, or agency, such notification must be accomplished such that the Submitting Party has a full opportunity to oppose such production, which shall be at least five (5) business days prior to the production or disclosure of any Confidential Information.

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

21. Effect of Protective Order. This Protective Order constitutes an Order of the Commission and also a binding agreement between the Reviewing Party or other person executing the attached Declaration and the Submitting Party.

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

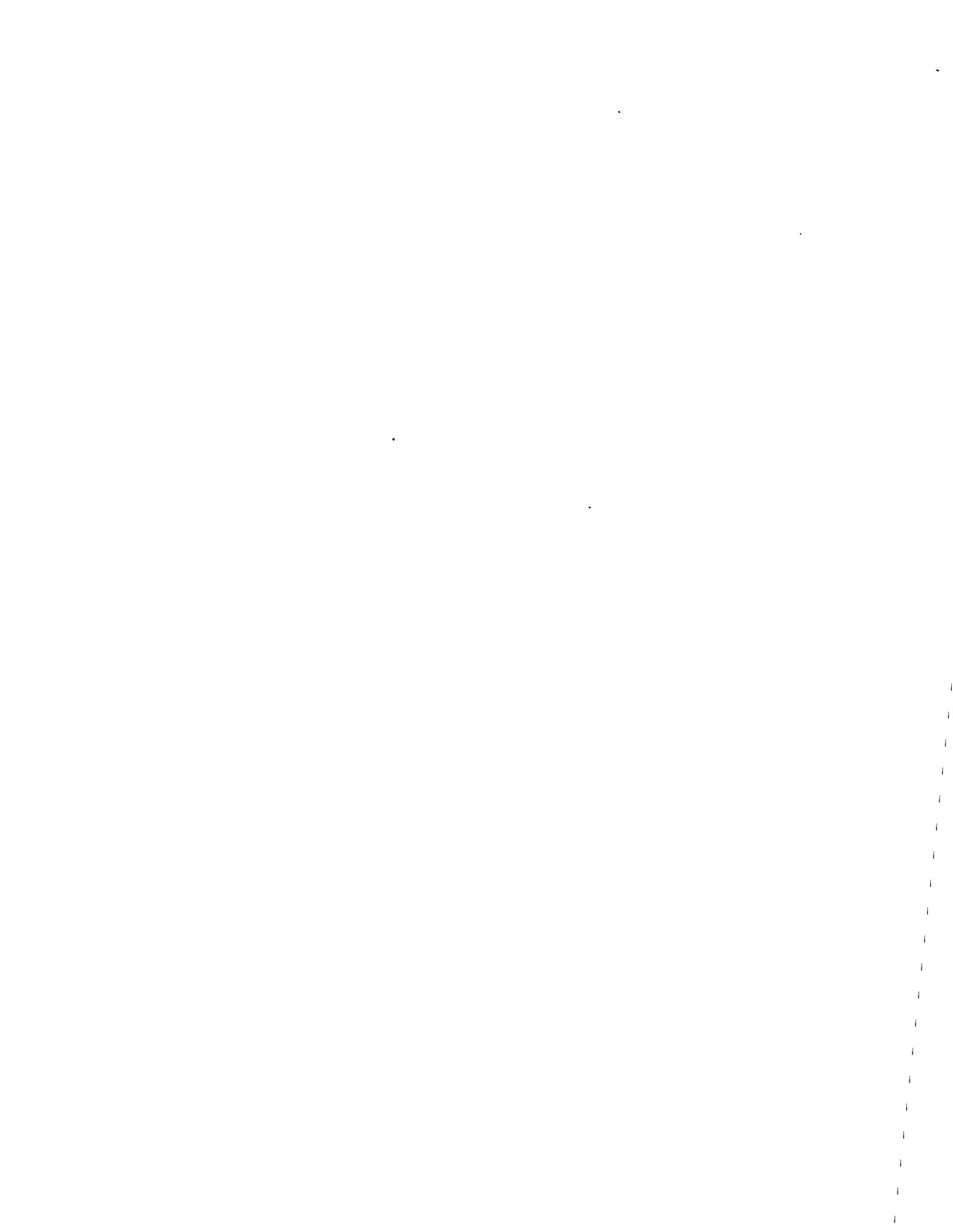
FEDERAL COMMUNICATIONS COMMISSION

A handwritten signature in black ink, appearing to read "Richard L. Sippel", is written over the printed name below.

Richard L. Sippel
Chief Administrative Law Judge

Washington, D.C.

July 11, 2012



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

In the Matter of)	
)	
Game Show Network, LLC,)	MB Docket No. 12-122
Complainant,)	File No. CSR-8529-P
)	
v.)	
)	
Cablevision Systems Corp.,)	
Defendant)	

DECLARATION

I, _____, hereby declare under penalty of perjury that I have read the Protective Order that has been entered by the Commission in this proceeding, and I understand it. I agree to be bound by its terms pertaining to the treatment of Confidential Information submitted by parties to this proceeding, and I agree that I shall not disclose or use Confidential Information except as allowed by the Protective Order.

Without limiting the foregoing, I acknowledge specifically that my access to any Confidential Information obtained as a result of the Protective Order is due solely to my capacity as Outside Counsel of Record or other person described in Paragraphs 6, 7 or 8 of the foregoing Protective Order, and that I will not use such Confidential Information in any other capacity; nor will I disclose such Confidential Information except as specifically provided in the Protective Order.

I acknowledge that it is my obligation to ensure that: (1) Confidential Information provided to me is used only as provided in the Protective Order; and (2) documents provided to me containing Confidential Information are not duplicated except as specifically permitted by the terms of the Protective Order, and I certify that there are in place procedures, at my firm or office, to prevent unauthorized disclosure of Confidential Information.

To the extent that I am an outside consultant or expert as defined in Paragraph 8.c of the Protective Order, I agree to be bound by the restrictions on my activities set forth in Paragraph 8.c for a period of eighteen (18) months from the date of this Protective Order.

I acknowledge that a violation of the Protective Order is a violation of an order of the Federal Communications Commission. I acknowledge that this Protective Order is also a binding agreement between the undersigned and the Submitting Party.

(signed) _____

(printed name) _____

(representing) _____

(title) _____

(employer) _____

(address) _____

(phone) _____

(date) _____