

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

In the Matter of
WaveDivision Holdings, LLC; Horizon Cable TV, Inc.; Stanford University; and City of San Bruno, California,
Complainants,
v.
Comcast Corporation; SportsChannel Pacific Associates; Comcast SportsNet West, Inc.; Comcast Cable Communications, Inc.; Comcast Cable Communications Holdings, Inc.; Comcast Cable Holdings, LLC; and Comcast MO Group, Inc.,
Defendants.
Request for Enhanced Confidential Treatment
CSR-8257-P

ORDER

Adopted: March 4, 2010

Released: March 4, 2010

By the Chief, Media Bureau:

I. INTRODUCTION

1. On February 17, 2010, Comcast Corporation, Comcast Cable Communications, LLC, SportsChannel Pacific Associates, Comcast SportsNet West, Inc., Comcast Cable Communications, Inc., Comcast Cable Communications Holdings, Inc., Comcast Cable Holdings, LLC, and Comcast MO Group, Inc. (collectively, "Comcast") submitted a request for enhanced confidential treatment for what it terms as a very narrow category of materials to be submitted with or referenced in Comcast's Answer or in any other Comcast pleadings in the above-captioned program access complaint filed by WaveDivision Holdings, LLC, Horizon Cable TV, Inc., Stanford University, and the City of San Bruno, California (collectively, "Complainants").

1 Letter Request for Enhanced Confidential Treatment to Marlene H. Dortch, Secretary, FCC from David P. Murray, Counsel for Comcast, at 1 (Feb. 17, 2010).

## II. BACKGROUND

2. We note that Comcast submitted a proposed model of a Protective Order for the Commission to use in this proceeding.<sup>2</sup> This submission, according to Comcast, is nearly identical to the protective order the Commission adopted in a 2006 program access case involving HBO and EchoStar, with modifications to change the names of the parties covered by the proposed order and the legends used to mark confidential material.<sup>3</sup> Comcast subsequently informed the Commission that all parties to the proceeding mutually agree to Comcast's proposed Protective Order.<sup>4</sup>

3. Comcast seeks enhanced protection that would limit distribution to outside counsel and their consultants/employees for program carriage agreements between Comcast SportsNet's regional sports networks and entities other than Complainants, including any quotations, descriptions, or specific information derived from such agreements, as well as offers of such agreements (in the aggregate, "Affiliation Agreements").<sup>5</sup> Comcast submits that the vast majority of the information to be included in Comcast's Answer will be submitted without request for such enhanced confidential treatment.<sup>6</sup>

4. Comcast asserts that Affiliation Agreements are Comcast SportsNet's most sensitive documents. According to Comcast, these contracts, which contain information that is at the very heart of how Comcast SportsNet conducts its business, are highly proprietary and are maintained in the strictest confidence. Accordingly, Comcast contends that even inadvertent disclosure of such contracts would harm Comcast SportsNet and place it at a significant competitive disadvantage.<sup>7</sup> Comcast states that the Commission has consistently recognized, "disclosure of programming contracts between multichannel video program distributors and programmers can result in substantial competitive harm to the information provider."<sup>8</sup>

5. Comcast contends that access to its Affiliation Agreements by programmers or distributors would have a severe negative impact on Comcast SportsNet because Comcast's competitors could use this information to Comcast's disadvantage.<sup>9</sup> As an example, Comcast submits that any programmer that gained access to this information would be able to determine the terms, conditions, and pricing structure by which Comcast SportsNet sells its programming to distributors.<sup>10</sup> Comcast asserts that this would enable such programmer to act strategically to price and market its own services in a way

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<sup>2</sup> See Protective Order submitted as attachment to Letter Request for Enhanced Confidential Treatment.

<sup>3</sup> Letter Request for Enhanced Confidential Treatment at 3 (citing *EchoStar Satellite L.L.C. v. Home Box Office*, Order, 21 FCC Rcd 14197 (MB 2006)).

<sup>4</sup> Letter from David P. Murray, Counsel for Comcast, to Marlene H. Dortch, Secretary, FCC (Feb. 25, 2010) (attaching executed declarations of counsel for Complainants).

<sup>5</sup> Letter Request for Enhanced Confidential Treatment at 1.

<sup>6</sup> *Id.*

<sup>7</sup> *Id.* at 1-2.

<sup>8</sup> *Id.* at 2, citing *Examination of Current Policy Concerning the Treatment of Confidential Information Submitted to the Commission*, 13 FCC Rcd 24816, ¶ 61 (1998) ("Confidential Information Order").

<sup>9</sup> Letter Request for Enhanced Confidential Treatment at 2.

<sup>10</sup> *Id.*

that could cause significant harm to Comcast SportsNet's business and the competitive process generally.<sup>11</sup>

6. Similarly, Comcast contends that any distributor that could access Comcast's Affiliation Agreements would have an enormous advantage over Comcast SportsNet in future contract negotiations. As an example, Comcast states that if a distributor knew the terms of Comcast's carriage agreement with another distributor, it would have extraordinary leverage against Comcast SportsNet when negotiating its own carriage agreement and this would be highly prejudicial to Comcast SportsNet and destructive of the competitive process.<sup>12</sup> Comcast also states that disclosure of the terms and conditions of the Affiliation Agreements could enable an MVPD to determine the terms, conditions, and pricing structure under which a third party obtains programming, which would enable the MVPD to act strategically to price and market its own services in a way that could cause significant harm to the third party's business.<sup>13</sup>

7. Comcast further asserts that its Affiliation Agreements contain a strict confidentiality provision that prohibits the parties to the contract from divulging the specific contents of the contract. Thus, even where narrow exceptions are provided for (such as for disclosures required by law or a governmental agency), they are accompanied by strict requirements to obtain the highest possible level of confidentiality. Comcast states that the purpose of these confidentiality provisions is to protect all parties to the contract. Comcast contends that it is therefore necessary that the Commission grant a higher level of confidentiality to protect these third parties and to avoid inadvertently abrogating private contracts.<sup>14</sup>

8. Comcast states that providing enhanced protection for Affiliation Agreements will not prevent Complainants from using the information to reply to Comcast's Answer or to otherwise defend the positions they have taken in the Complaint. Comcast asserts that providing this protection means only that Complainants must do so through outside counsel and consultants.<sup>15</sup>

### III. DISCUSSION

9. We believe that Comcast has justified its request for enhanced confidential treatment of the documents in this proceeding, and that enhanced confidential treatment is necessary to protect certain highly sensitive material. Comcast has provided adequate justification for its request, explaining with particularity why the information sought to be protected is so competitively sensitive that additional protection is warranted and maintaining that such information is closely guarded and is not made available publicly. The information sought to be protected is necessary to the development of a more complete record on which the Commission can base its decision in this proceeding. Furthermore, the Protective Order has been agreed to by the parties. Accordingly, we will adopt the Protective Order proposed by Comcast and attached at Appendix A. Any party seeking access to highly confidential documents subject to the Protective Order shall request access pursuant to the terms of the Protective Order and must sign the Declaration provided as Attachment A to the Protective Order.

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<sup>11</sup> *Id.*

<sup>12</sup> *Id.*

<sup>13</sup> *Id.*

<sup>14</sup> *Id.*

<sup>15</sup> *Id.* at 3.

10. The attached Protective Order reflects Comcast's desire, given the highly confidential nature of the information at issue, to preclude employees of Comcast and Complainants from access to such information. This is consistent with past Commission action involving protective orders relating to highly confidential information. In this regard, we note that Complainants have not filed a response to Comcast's request for enhanced confidential treatment, but have communicated through Comcast's counsel that they do not object to Comcast's proposed Protective Order.<sup>16</sup> Nevertheless, we do not intend by this Order to prejudge this issue. If either party believes that it is necessary for purposes of effectively adjudicating this proceeding that specific employees be granted access to the highly confidential information subject to the Protective Order, it may file a motion to amend the Protective Order. At a minimum, such motion should include: (i) the title, name, and job description for each employee for which access to the highly confidential information is sought; (ii) the reason why that employee's access to the highly confidential information is necessary to the effective adjudication of this proceeding; and (iii) why experts and consultants outside of that party's employ cannot perform the same function. In no event will access be granted to employees in a position to use the highly confidential information for competitive commercial or business purposes.

11. We clarify that a party filing documents under seal with the Commission that contain Highly Confidential Information ("Highly Confidential Filing") must file one copy of the Highly Confidential Filing and, where feasible, two copies of the Highly Confidential Filing in redacted form ("Redacted Highly Confidential Filing"). A Highly Confidential Filing must be accompanied by a cover letter stating: "**NOT FOR PUBLIC INSPECTION**," and each page of this document containing Highly Confidential Information shall be stamped with the same statement. Redacted Highly Confidential Filings must also be accompanied by a cover letter stating: "**REDACTED – FOR PUBLIC INSPECTION**," and the cover letter should also state that the Submitting Party is filing an unredacted version of such documents.

12. Given the need for the Protective Order in this proceeding, Comcast has only served a redacted version of its Answer upon Complainants.<sup>17</sup> Comcast therefore requests that Complainants be granted an extension of time to file their Reply, in order to provide Complainants with enough time to file their declarations pursuant to the Protective Order and to receive and review an unredacted version of Comcast's Answer.<sup>18</sup> Complainants specifically request that the Reply be due within fifteen (15) days of the date on which Comcast delivers to Complainants' counsel certain materials for which Comcast has requested highly confidential treatment.<sup>19</sup> Complainants state that Comcast has consented to this relief.<sup>20</sup> Accordingly, the Commission will grant the request for an extension of time and permit Complainants to file their Reply within fifteen (15) days from the date on which the highly confidential materials are delivered to Complainants' counsel.

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<sup>16</sup> See *supra* n. 4.

<sup>17</sup> Letter Request for Enhanced Confidential Treatment at 3.

<sup>18</sup> *Id.*

<sup>19</sup> *In the Matter of WaveDivision Holdings, LLC et al. v. Comcast Corp. et al.*, Consent Motion for Extension of Time to File Reply, File No. CSR-8257-P, at 1 (filed March 3, 2010).

<sup>20</sup> *Id.* at 3.

#### IV. ORDERING CLAUSES

13. Accordingly, we **ADOPT AND ISSUE** the Protective Order attached at APPENDIX A pursuant to Sections 4(i), 4(j), and 628 of the Communications Act as amended, 47 U.S.C. §§ 154(i), (j) and 548, Sections 0.457(d) and 76.1003(k) of the Commission's rules, 47 C.F.R. §§ 0.457(d) and 76.1003(k), and Section 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4), and such Protective Order is effective upon its adoption; and

14. We **GRANT** Complainants an extension until fifteen (15) days from the date on which the highly confidential materials are delivered to Complainants' counsel to file their Reply to Comcast's Answer.

15. These actions are taken pursuant to authority delegated by Section 0.283 of the Commission's rules.<sup>21</sup>

FEDERAL COMMUNICATIONS COMMISSION

William T. Lake  
Chief, Media Bureau

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<sup>21</sup> 47 C.F.R. § 0.283.

## APPENDIX A

## PROTECTIVE ORDER

This Protective Order is intended to facilitate and expedite the review of documents submitted in this proceeding that contain trade secrets and commercial or financial information obtained from a person and privileged or confidential. It reflects the manner in which “Highly 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 Highly 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.

1. Definitions.

- a. Commission. “Commission” means the Federal Communications Commission or any arm of the Commission acting pursuant to delegated authority.
- b. Declaration. “Declaration” means Attachment A to this Protective Order.
- c. Highly Confidential Information. “Highly Confidential Information” means the data and other information contained in Stamped Highly Confidential Documents or quoted/derived therefrom that is not otherwise available from publicly available sources or is specifically authorized by the Media Bureau based on a letter specifically describing the information and explaining the need for protection.
- d. Outside Counsel of Record. “Outside Counsel of Record” means the firm(s) of attorneys, or sole practitioner(s), as the case may be, representing either WaveDivision Holdings, LLC; Horizon Cable TV, Inc.; Stanford University; and City of San Bruno (collectively, “Petitioners”); or Comcast SportsNet West, Inc.; Comcast Cable Communications, Inc.; Comcast Cable Communications Holdings, Inc.; Comcast Cable Holdings, LLC; and Comcast MO Group, Inc. (collectively, “Respondents”) in this proceeding. For the avoidance of doubt, Outside Counsel of Record shall exclude any employee of either Petitioners or Respondents.
- e. Stamped Highly Confidential Document. “Stamped Highly Confidential Document” means any program carriage contract or program carriage offer (other than those between Petitioners and Respondents), or any part thereof, and any document containing quotations from such contracts/offers, descriptions of particular provisions therefrom, or specific information derived therefrom, that bears the legend (or which otherwise shall have had the legend recorded upon it in a way that brings its attention to a reasonable examiner) “**NOT FOR PUBLIC INSPECTION.**” The term “document” means any written, recorded, electronically stored, or graphic material, whether produced or created by the Submitting Party or another person. By designating a document a “Stamped Highly Confidential Document,” a Submitting Party signifies that it contains information that the Submitting Party determines in good faith should be subject to protection under FOIA, the Commission’s implementing rules, this Protective Order, and the accompanying Order.
- f. Submitting Party. “Submitting Party” means either Petitioners or Respondents to the extent they seek confidential treatment of Highly Confidential Information pursuant to this Protective Order.

2. Claim of Confidentiality. The Commission may, *sua sponte* or upon petition, pursuant to 47 C.F.R. §§ 0.459 & 0.461, determine that all or part of the information claimed as “Highly Confidential Information” pursuant to the definitions in paragraph 1 of this Protective Order is not entitled to such treatment, but prior to making such a determination, the Commission shall afford the Submitting Party notice and opportunity to comment. Any party that did not file the Highly Confidential Information but that has completed the attached Declaration shall have three (3) business days from the date it receives notice that such Highly Confidential Information has been filed to file a petition opposing such Highly Confidential treatment. The Submitting Party shall have three (3) business days from the date it receives the other party’s opposition to file its reply to such opposition.

3. Storage of Highly Confidential Information at the Commission. The Secretary of the Commission or other Commission staff to whom Highly Confidential Information is submitted shall place the Highly Confidential Information in a non-public file. Highly 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 Highly 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.

4. Permissible Disclosure. Subject to the requirements of paragraph 7, Stamped Highly Confidential Documents may be reviewed by Outside Counsel of Record. Subject to the requirements of paragraph 7, Outside Counsel of Record may disclose Stamped Highly Confidential Documents and other Highly Confidential Information to: (1) outside consultants or experts retained for the purpose of assisting Outside Counsel of Record in this proceeding, *provided that* such outside consultants or experts are not employees of Petitioners or Respondents and are not involved in the analysis underlying the business decisions of any competitor of the Submitting Party nor participate directly in those business decisions; (2) paralegals or other employees of such Outside Counsel of Record not described in clause 3 of this paragraph 4 assisting Outside Counsel of Record in this proceeding; and (3) employees of such Outside Counsel of Record involved solely in one or more aspects of organizing, filing, coding, converting, storing, or retrieving documents or data or designing programs for handling data connected with this proceeding, or performing other clerical or ministerial functions with regard to documents connected with this proceeding. Individuals who have obtained access to Stamped Highly Confidential Documents and Highly Confidential Information in accordance with the provisions of this paragraph 4 and paragraph 7 may discuss and share the contents of such Stamped Highly Confidential Documents and Highly Confidential Information with any other person who has also obtained access in accordance with the provisions of this paragraph 4 and paragraph 7, and with the Commission and its staff. Except with the prior written consent of the relevant Submitting Party, or as otherwise provided under this Protective Order, neither a Stamped Highly Confidential Document nor any Highly Confidential Information may be disclosed by parties executing the attached Declaration to any person other than the Commission and its staff.

5. Protection of Stamped Highly Confidential Documents and Highly Confidential Information. Persons described in paragraph 4 shall have the obligation to ensure that access to Stamped Highly Confidential Documents and Highly Confidential Information is strictly limited as prescribed in this Protective Order. Such persons shall further have the obligation to ensure that: (1) Stamped Highly Confidential Documents and Highly Confidential Information are used only as provided in this Protective Order; and (2) Stamped Highly Confidential Documents are not duplicated except as necessary for filing at the Commission under seal as provided in paragraph 10 below.

6. Prohibited Copying. If, in the judgment of a Submitting Party, a document contains information so sensitive that it should not be copied by anyone, even given its designation as Highly



Confidential Information, it shall bear the additional legend “Copying Prohibited,” and no copies of such document, in any form, shall be made. Application for relief from this restriction against copying may be made to the Commission, with notice to Outside Counsel of Record for the Submitting Party.

7. Procedures for Obtaining Access to Stamped Highly Confidential Documents and Highly Confidential Information. In all cases where access to Stamped Highly Confidential Documents and Highly Confidential Information is permitted pursuant to paragraph 4, before reviewing or having access to any Stamped Highly Confidential Documents or Highly 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 Stamped Highly Confidential Documents or Highly Confidential Information. Each Submitting Party shall have an opportunity to object to the disclosure of Stamped Highly Confidential Documents or Highly 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 Stamped Highly Confidential Documents or Highly Confidential Information. A Submitting Party shall make available for review the Stamped Highly Confidential Documents of such party at the offices of such party’s Outside Counsel of Record.

8. Requests for Additional Disclosure. If any person requests disclosure of Highly Confidential Information outside the terms of this Protective Order, that request will be treated in accordance with Sections 0.442 and 0.461 of the Commission’s rules, 47 C.F.R. §§ 0.442, 0.461.

9. Use of Highly Confidential Information. Highly Confidential Information (including Stamped Highly Confidential Documents under this Protective Order) shall be used solely for the preparation and conduct of this proceeding as delimited in this paragraph and paragraphs 4, 10, and 11 herein, and any subsequent judicial proceeding arising directly from this proceeding and, except as provided herein, shall not be used by any person granted access under this Protective Order for any other purpose, including without limitation business, governmental, or commercial purposes, or in other administrative, regulatory, or judicial proceedings. 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 Highly Confidential Information nor otherwise learned of its contents. Should the Commission rely upon or otherwise make reference to the contents of any of the Stamped Highly Confidential Documents or Highly Confidential Information in its decision in this proceeding, it will do so by redacting any Highly Confidential Information from the public version of the decision and by making the unredacted version of the decision available only to a court and to those persons entitled to access to Highly Confidential Information under this Protective Order.

10. Pleadings Using Highly Confidential Information. Persons described in paragraph 4 may, in any pleadings that they file in this proceeding, reference the Highly Confidential Information, but only if they comply with the following procedures:

a. Any portions of the pleadings that contain or disclose Highly Confidential Information must be physically segregated from the remainder of the pleadings and filed under seal; to the extent a document contains both Highly Confidential Information and non-Highly Confidential Information, the Submitting Party shall designate the specific portions of the document claimed to contain



Highly Confidential Information and shall also submit a redacted version not containing Highly Confidential Information.

b. The portions of pleadings containing or disclosing Highly Confidential Information must be covered by a separate letter to the Secretary of the Commission referencing this Protective Order;

c. Each page of any party's filing that contains or discloses Highly Confidential Information subject to this Order must be clearly marked: "**NOT FOR PUBLIC INSPECTION**."

d. The confidential portion(s) of the pleading, shall be served upon the Secretary of the Commission, the Media Bureau, and the Submitting Party. Such confidential portions shall be served under seal, and shall not be placed in the Commission's Public File unless the Commission directs otherwise (with notice to the Submitting Party as set forth in paragraph 2). A Submitting Party filing a pleading containing Highly Confidential Information shall also file two redacted copies of the pleading containing no Highly Confidential Information, which copy shall be placed in the Commission's public files. Parties should not provide courtesy copies of pleadings containing Highly Confidential Information to Commission staff unless the Media Bureau so requests. Any courtesy copies shall be submitted under seal.

11. 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 Stamped Highly Confidential Documents or Highly Confidential Information; *provided, however*, that in rendering such advice and otherwise communicating with such client, Outside Counsel of Record shall not disclose Stamped Highly Confidential Documents or Highly Confidential Information.

12. Violations of Protective Order. Should a person that has properly obtained access to Highly Confidential Information under this Protective Order violate any of its terms, that person shall immediately convey that fact to the Commission and to the Submitting Party. Further, should such violation consist of improper disclosure or use of Highly 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 Highly 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 Outside Counsel of Record from practice before the Commission, forfeitures, cease and desist orders, and denial of further access to Highly Confidential Information or other information subject to a protective order 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 person using Highly Confidential Information in a manner not authorized by this Protective Order.

13. 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 paragraph 4 shall destroy or return to the Submitting Party the relevant Stamped Highly Confidential Documents as well as all copies and derivative materials made, and shall certify in a writing served on the Commission and the Submitting Party that no material whatsoever derived from such Stamped Highly Confidential Documents have 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 of pleadings (one of which may be in electronic format) submitted on behalf of a party. Any Highly Confidential Information contained in any copies of pleadings retained by Outside Counsel of Record to a party or in materials that have been destroyed pursuant to this paragraph shall be protected from disclosure or use indefinitely in accordance with this Protective Order unless such Highly 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 13 regarding the retention of Stamped Highly Confidential Documents and copies of same shall not be construed to apply to the Commission or its staff.

14. No Waiver of Confidentiality. Disclosure of Highly Confidential Information as provided herein by any person shall not be deemed a waiver by the Submitting Party of any privilege or entitlement to confidential treatment of such Highly Confidential Information. Reviewing parties, by viewing these materials: (a) agree not to assert any such waiver; (b) agree not to use Highly Confidential Information to seek disclosure in any other proceeding; and (c) agree that accidental disclosure of Highly Confidential Information shall not be deemed a waiver of any privilege or entitlement as long as the Submitting Party takes prompt remedial action.

15. Subpoena by Courts, Departments, or Agencies. If a court or a federal or state department or agency issues a subpoena or orders production of Stamped Highly Confidential Documents or Highly Confidential Information that a party has obtained under terms of this Protective Order, such party shall promptly notify each Submitting Party of the pendency of 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 prior to the production or disclosure of any Stamped Highly Confidential Document or Highly Confidential Information.

16. 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 parties executing the attached Declaration to request further or renewed disclosure of Highly Confidential Information.

17. Effect of Protective Order. This Protective Order constitutes an Order of the Commission and an agreement between the party executing the attached Declaration and the Submitting Party.

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

**ATTACHMENT A**  
**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 Highly Confidential Information submitted by parties to this proceeding and that I shall not disclose or use Stamped Highly Confidential Documents or Highly Confidential Information except as allowed by the Protective Order.

Without limiting the foregoing, to the extent that I have any employment, affiliation, or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or public interest organization), I acknowledge specifically that my access to any Highly Confidential Information obtained as a result of the Protective Order is due solely to my capacity as (1) Outside Counsel of Record or (2) other person described in paragraph 4 of the foregoing Protective Order, and that I will not use such Highly Confidential Information in any other capacity; nor will I disclose such Highly Confidential Information except as specifically provided in the Protective Order.

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

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.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Protective Order.

(signed) \_\_\_\_\_