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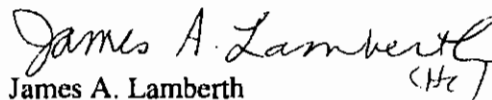
Bryan L. Clobes Esquire
Cafferty Faucher LLP
1717 Arch Street, Suite 3610
Philadelphia, PA. 19147

RE: *In re NCAA Student-Athlete Name & Likeness*, United States District Court for the
Northern District of California, Oakland Division, Case No. CV-09-1967-CW

Dear Counsel:

Enclosed is your service copy of Turner Broadcasting System, Inc.'s Objections To
Subpoena For Production for Production of Documents served in the above-referenced action.

Very truly yours,


James A. Lamberth

llw

Enclosure

✓ cc: Robbins Geller Rudman Dowd LLP (w/encl)

ATLANTA CHICAGO HONG KONG LONDON NEW YORK NEWARK NORFOLK ORANGE COUNTY
RALEIGH RICHMOND SAN DIEGO SHANGHAI TYSONS CORNER VIRGINIA BEACH WASHINGTON, DC

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA

IN RE NCAA STUDENT-ATHLETE) Case No. C 09-01967 CW
NAME & LIKENESS LICENSING) (Northern District of
LITIGATION) California)
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_____)

**TURNER BROADCASTING SYSTEM, INC.'S
OBJECTIONS TO SUBPOENA FOR PRODUCTION OF DOCUMENTS**

Turner Broadcasting System, Inc. ("TBS, Inc.") hereby objects to Plaintiff Ed O'Bannon and all other Antitrust Plaintiffs' Subpoena For Production of Documents as follows:

GENERAL OBJECTIONS

TBS, Inc. adopts and incorporates by reference the following General Objections into each of its specific responses to the requests included in the Subpoena. By further responding to any of the requests in the Subpoena, TBS, Inc. does not waive any of, and hereby expressly reserves, the following General Objections.

1.

TBS, Inc. objects to any directions, definitions and/or instructions included in the Subpoena that seek to impose upon TBS, Inc. any obligations or

responsibilities in excess of those required by the Federal Rules of Civil Procedure or any other controlling rules or laws.

2.

TBS, Inc. objects to Plaintiffs' Definitions to the extent that they are vague, ambiguous, overbroad, not reasonably limited in scope and are unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation.

3.

TBS, Inc. objects to Plaintiffs' Instructions to the extent that they seek to impose any obligation upon TBS, Inc. that exceed those contemplated by the Federal Rules of Civil Procedure, and as such are unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation.

4.

TBS, Inc. objects to the Subpoena and to each of the specific categories of documents requested on the grounds that they are unduly burdensome, overly broad, ambiguous, vague, and not reasonably likely to lead to the discovery of admissible evidence as required by the Federal Rules of Civil Procedure, Rule 26(b)(1).

5.

TBS, Inc. objects to the scope of production on the grounds that it calls for

voluminous production and thereby imposes undue burden and expense in violation of Rules 26 and 45 of the Federal Rules of Civil Procedure.

6.

TBS, Inc. objects to the Subpoena to the extent it requests the production of documents or information already publicly available, already in the Antitrust Plaintiffs' possession, custody or control, already provided to the Antitrust Plaintiffs, or that is more appropriately discoverable from a party to the litigation. It is unduly burdensome for TBS, Inc., a non-party to this litigation, to bear the burden and expense of collecting documents that are publicly available, in the Antitrust Plaintiffs' possession, or in the possession of a party to this litigation.

7.

TBS, Inc. further objects to the Subpoena because it defines "student athletes" to include "individuals that currently compete" on an applicable team. Information related to current student athletes is irrelevant to this case because this case was brought by former student athletes, on behalf of a purported class of former student athletes.

8.

TBS, Inc. objects to the Subpoena and to each of the specific categories of documents requested therein to the extent that they purport to require the production of documents that are in the possession, custody or control of persons or entities other than TBS, Inc. TBS, Inc. specifically objects to the Subpoena to the extent that it seeks to require production of documents by any parent, subsidiary, affiliate or other person or entity other than TBS, Inc. (including, without limitation, Plaintiffs' apparently erroneous reference to "Comcast Corporation.") and/or their officers, directors, attorneys, agents, employees or representatives and other persons acting on their behalf. To the extent TBS, Inc. produces any documents from any such entity or person, such production shall not be construed as waiving this objection.

9.

TBS, Inc. objects to the Subpoena and to each of the specific categories of documents requested therein to the extent that they purport to seek production of documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates.

10.

TBS, Inc. objects to the Subpoena and to each of the specific categories of documents requested therein to the extent that they purport to seek production of documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

11.

TBS, Inc. objects to the Subpoena in that it fails to allow reasonable time for compliance, particularly in light of the voluminous production TBS, Inc. would have to make in order to comply with the Subpoena. The requests are grossly burdensome and will require significant time to produce responsive, non-objectionable documents.

12.

TBS, Inc. objects to the Subpoena and to each of the specific categories of documents requested therein to the extent that they seek documents generated since 2000, and locating, retrieving, reviewing, and copying documents for an eleven year period is unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to the Subpoena to the extent it calls for production of documents beyond the time frame

set forth by the applicable statute of limitations and the boundaries of relevance.

13.

TBS, Inc. objects to the Subpoena and to each of the specific categories of documents requested therein to the extent that they seek information and documents that (a) constitute or contain work-product, including, without limitation, attorney work-product; (b) constitute or contain privileged attorney/client communications; (c) constitute or contain communications protected by any other applicable privilege; and/or (d) are otherwise protected from disclosure, and TBS, Inc. will withhold and not produce any such documents. The production by TBS, Inc. of any privileged or otherwise protected document or information shall not be deemed a waiver or impairment of any claim of privilege or protection.

14.

TBS, Inc. objects to the Subpoena and to each of the specific categories of documents requested therein to the extent that they require TBS, Inc. to produce electronically stored information in multiple forms and/or in native format. To the extent TBS, Inc. produces any electronically stored information in response to the Subpoena, TBS, Inc. will produce such electronically stored information, if any, in a form that is reasonably usable, including image format with extracted metadata.

15.

TBS, Inc. objects to the Subpoena and to each of the specific categories of documents requested therein to the extent that they purport to require the production of electronically stored information from sources that are not reasonably accessible on the grounds that production of such information would impose undue burden and expense on TBS, Inc., which is not a party to this litigation. Such sources include without limitation, ESI stored on back-up systems, legacy systems and/or only on handheld devices; instant messages; text messages; voicemail; deleted data; and ESI not retained or stored in the regular course of business.

16.

TBS, Inc. objects to the Subpoena and to the individual requests for production to the extent that such requests are redundant and are duplicative of other requests in the Subpoena.

17.

TBS, Inc. reserves the right to supplement, amend, correct or clarify its objections to the Subpoena and to each of the specific categories of documents requested therein.

DOCUMENTS REQUESTED

Request No. 1.

Any organizational charts or other documents sufficient to show the organization of any division, department, unit or subdivision of Turner that had any role with respect to Licensing Agreements, or the purchase, sale, broadcast, rebroadcast, licensing, marketing or commercial exploitation of any Student Athlete Product.

Response to Request No. 1.

In addition to its General Objections, TBS, Inc. objects to Request No. 1 on the grounds that the term “Licensing Agreement” as defined by the Antitrust Plaintiffs is not limited to Licensing Agreements to which TBS, Inc. is a party and would encompass nearly any agreement concerning any current or former Student Athlete, and as such is patently overbroad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence, in addition to being unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 1 on the grounds that the term “Student Athlete Product,” as defined by the Antitrust Plaintiffs, is vague and ambiguous and too indefinite to permit effective response. To the extent that TBS, Inc. understands this Request, TBS, Inc. objects to Request No. 1 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither

relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 1 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 1 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates.

Request No. 2.

All personnel directories or other documents sufficient to identify all persons within Turner who had any responsibility relating to the purchase, sale, broadcast, rebroadcast, licensing or marketing of any Student Athlete Product.

Response to Request No. 2.

In addition to its General Objections, TBS, Inc. objects to Request No. 2 on the grounds that the term "Student Athlete Product," as defined by the Antitrust Plaintiffs, is vague and ambiguous and too indefinite to permit effective response. To the extent that TBS, Inc. understands this Request, TBS, Inc. objects to Request No. 2 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 2 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 2 to the extent

that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates.

Request No. 3.

All Licensing Agreements.

Response to Request No. 3.

In addition to its General Objections, TBS, Inc. objects to Request No. 3 on the grounds that the term “Licensing Agreement” as defined by the Antitrust Plaintiffs is not limited to Licensing Agreements to which TBS, Inc. is a party and would encompass nearly any agreement concerning any current or former Student Athlete, and as such is patently overbroad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence, in addition to being unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 3 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS Inc. further objects to this Request to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 3 duplicative,

unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 3 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 4.

All Agreements for television broadcast or rebroadcast of games involving NCAA Division I Football Bowl or NCAA Men's Division 1 Basketball.

Response to Request No. 4.

In addition to its General Objections, TBS, Inc. objects to Request No. 4 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 4 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 4 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request

No. 4 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 4 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 5.

All documents related to any requested or received release or consent by a Current Student Athlete with respect to the license, sale, broadcast, rebroadcast, use or display of his or her name, image or likeness.

Response to Request No. 5.

In addition to its General Objections, TBS, Inc. objects to Request No. 5 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. Specifically, Request No. 5 requests information relating to Current Student Athletes that is irrelevant, because this case was brought by former student athletes on behalf of a purported

class of former student athletes. TBS, Inc. also objects to Request No. 5 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 5 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 5 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 5 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 5 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 6.

All documents related to any requested or received release or consent by a Former Student Athlete with respect to the license, sale, broadcast, rebroadcast, use or display of his or her name, image or likeness.

Response to Request No. 6.

In addition to its General Objections, TBS, Inc. objects to Request No. 6 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 6 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 6 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 6 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 6 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 6 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries

or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 7.

All documents concerning ownership of rights in the name, likeness or image of any Student Athlete.

Response to Request No. 7.

In addition to its General Objections, TBS, Inc. objects to Request No. 7 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 7 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 7 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 7 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 7 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 7 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of

TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 8.

All documents relating to any communication, discussion or meeting between you and any other person(s), concerning the ownership of rights in the name, image or likeness of any Student Athlete or Student Athlete Product.

Response to Request No. 8.

In addition to its General Objections, TBS, Inc. objects to Request No. 8 on the grounds that the term "Student Athlete Product," as defined by the Antitrust Plaintiffs, is vague and ambiguous and too indefinite to permit effective response. To the extent that TBS, Inc. understands this Request, TBS, Inc. objects to Request No. 8 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 8 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 8 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS,

Inc. further objects to Request No. 8 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 8 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 8 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 9.

Documents sufficient to identify any Student Athlete Product purchased, sold, licensed, marketed or commercially exploited in any manner, by you.

Response to Request No. 9.

In addition to its General Objections, TBS, Inc. objects to Request No. 9 on the grounds that the term "Student Athlete Product," as defined by the Antitrust Plaintiffs, is vague and ambiguous and too indefinite to permit effective response. To the extent that TBS, Inc. understands this Request, TBS, Inc. objects to Request No. 9 on the grounds that it is overly broad, not reasonably limited in scope, and

seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 9 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 9 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 9 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 9 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 9 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 10.

All documents relating to the purchase, broadcast, rebroadcast, licensing, marketing, or commercial exploitation of any Student Athlete Product including, but not limited to, reports of the number of units or dollar volume of Student Athlete Product that you sold or licensed during any financial reporting period.

Response to Request No. 10.

In addition to its General Objections, TBS, Inc. objects to Request No. 10 on the grounds that the term “Student Athlete Product,” as defined by the Antitrust Plaintiffs, is vague and ambiguous and too indefinite to permit effective response. To the extent that TBS, Inc. understands this Request, TBS, Inc. objects to Request No. 10 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 10 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 10 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 10 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 10 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 10 to the extent that it

seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 11.

All documents concerning monies paid by or received by you pursuant to, or on account of any Licensing Agreement, including, but not limited to e-mails correspondence, memoranda, general ledger entries, financial statements and accounting records.

Response to Request No. 11.

In addition to its General Objections, TBS, Inc. objects to Request No. 11 on the grounds that the term "Licensing Agreement" as defined by the Antitrust Plaintiffs is not limited to Licensing Agreements to which TBS, Inc. is a party and would encompass nearly any agreement concerning any current or former Student Athlete, and as such is patently overbroad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence, in addition to being unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 11 on the grounds that it is overly broad, not reasonably limited in

scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS Inc. further objects to this Request to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 11 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 11 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 11 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 12.

Any report, business plan, analysis, budget, forecast, projection, estimate, memoranda, letter or study relating to any Licensing Agreement or to the purchase, sale, broadcast, rebroadcast, licensing, marketing, or commercial exploitation of

any Student Athlete Product, including, but not limited to, annual budgets, annual reports, annual plans or reports.

Response to Request No. 12.

In addition to its General Objections, TBS, Inc. objects to Request No. 12 on the grounds that the term “Licensing Agreement” as defined by the Antitrust Plaintiffs is not limited to Licensing Agreements to which TBS, Inc. is a party and would encompass nearly any agreement concerning any current or former Student Athlete, and as such is patently overbroad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence, in addition to being unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 12 on the grounds that the term “Student Athlete Product,” as defined by the Antitrust Plaintiffs, is vague and ambiguous and too indefinite to permit effective response. To the extent that TBS, Inc. understands this Request, TBS, Inc. objects to Request No. 12 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 12 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 12 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable

privilege or protection. TBS, Inc. further objects to Request No. 12 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 12 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 12 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 13.

All documents provided by you to, or received by you from any Student Athlete, or any person acting on the behalf of the Student Athlete, concerning the purchase, sale, broadcast, rebroadcast, licensing, marketing, or commercial exploitation of the name, likeness or image of the Student Athlete, or any Student Athlete Product.

Response to Request No. 13.

In addition to its General Objections, TBS, Inc. objects to Request No. 13 on the grounds that the term “Student Athlete Product,” as defined by the Antitrust

Plaintiffs, is vague and ambiguous and too indefinite to permit effective response. To the extent that TBS, Inc. understands this Request, TBS, Inc. objects to Request No. 13 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 13 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 13 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 13 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 13 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 14.

All communications concerning all documents provided by you to, or received by you from any Student Athlete, or any person acting on the behalf of a Student Athlete, with respect to the purchase, sale, broadcast, rebroadcast, licensing, marketing, or commercial exploitation the name, likeness or image of the Student Athlete, or any Student Athlete Product.

Response to Request No. 14.

In addition to its General Objections, TBS, Inc. objects to Request No. 14 on the grounds that the term “Student Athlete Product,” as defined by the Antitrust Plaintiffs, is vague and ambiguous and too indefinite to permit effective response. To the extent that TBS, Inc. understands this Request, TBS, Inc. objects to Request No. 14 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 14 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 14 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 14 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 14 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive,

confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 15.

All documents including, but not limited to, membership lists, meeting announcements, agendas, minutes, notes, attendance lists, expense reports, handouts, or correspondence, concerning any licensing-related issues discussed or communicated by any trade association or industry association, including but not limited to (a) National Association of Collegiate Directors of Athletics; (b) International Collegiate Licensing Association; (c) National Association of Collegiate Marketing Administrators; and (d) College Athletic Business Management Association.

Response to Request No. 15.

In addition to its General Objections, TBS, Inc. objects to Request No. 15 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 15 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 15 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further

objects to Request No. 15 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 15 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 15 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 16.

All reports, statistical bulletins or other documents that you have submitted to or received from any trade association or industry organization including, but not limited to, those identified above, relating to pricing, sales, licensing, marketing, costs, revenue or profits from any Licensing Agreement or any Student Athlete Product.

Response to Request No. 16.

In addition to its General Objections, TBS, Inc. objects to Request No. 16 on the grounds that the term “Licensing Agreement” as defined by the Antitrust Plaintiffs is not limited to Licensing Agreements to which TBS, Inc. is a party and

would encompass nearly any agreement concerning any current or former Student Athlete, and as such is patently overbroad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence, in addition to being unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 16 on the grounds that the term "Student Athlete Product," as defined by the Antitrust Plaintiffs, is vague and ambiguous and too indefinite to permit effective response. To the extent that TBS, Inc. understands this Request, TBS, Inc. objects to Request No. 16 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 16 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 16 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 16 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 16 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to

Request No. 16 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 17.

All documents relating to the "NCAA Vault" created by Thought Equity Motion.

Response to Request No. 17.

In addition to its General Objections, TBS, Inc. objects to Request No. 17 on the grounds that the Request is vague and ambiguous and too indefinite to permit effective response. To the extent TBS, Inc. understands Request No. 17, TBS, Inc. objects to Request No. 17 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 17 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 17 to the extent that it seeks information that is protected pursuant to the attorney-

client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 17 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 17 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 17 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 18.

All documents relating to Collegiate Images or XOS Digital.

Response to Request No. 18.

In addition to its General Objections, TBS, Inc. objects to Request No. 18 on the grounds that the Request is vague and ambiguous and too indefinite to permit effective response. To the extent TBS, Inc. understands Request No. 18, TBS, Inc.

objects to Request No. 18 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 18 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 18 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 18 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 18 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 18 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 19.

All documents relating to IMG College or any IMG entity.

Response to Request No. 19.

In addition to its General Objections, TBS, Inc. objects to Request No. 19 on the grounds that the Request is vague and ambiguous and too indefinite to permit effective response. To the extent TBS, Inc. understands Request No. 19, TBS, Inc. objects to Request No. 19 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 19 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 19 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 19 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 19 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 19 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary

business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 20.

All documents relating to the Licensing Resource Group.

Response to Request No. 20.

In addition to its General Objections, TBS, Inc. objects to Request No. 20 on the grounds that the Request is vague and ambiguous and too indefinite to permit effective response. To the extent TBS, Inc. understands Request No. 20, TBS, Inc. objects to Request No. 20 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 20 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 20 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 20 to the extent that it seeks

documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 20 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 20 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 21.

All documents relating to Strategic Marketing Affiliates.

Response to Request No. 21.

In addition to its General Objections, TBS, Inc. objects to Request No. 21 on the grounds that the Request is vague and ambiguous and too indefinite to permit effective response. To the extent TBS, Inc. understands Request No. 21, TBS, Inc. objects to Request No. 21 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to

the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 21 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 21 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 21 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 21 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 21 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 22.

All documents relating to your policy or practice regarding the retention, destruction, disposal or preservation of written documents, including the retention, destruction, disposal or preservation of ESI.

Response to Request No. 22.

In addition to its General Objections, TBS, Inc. objects to Request No. 22 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 22 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 22 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 22 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 23.

All documents containing or referring to written policies, procedures and guidelines related to your computer systems, electronic data, email and electronic media including, but not limited to: (i) Backup tape rotation procedures and schedules; (ii) Electronic data retention, preservation and destruction schedules; (iii) Employee usage policies for company computers and other technology, including PDA's and other hand-held devices; (iv) Company-wide monitoring software; (v) Password, encryption and other security protocols; (vi) Labeling standards for diskettes, CDs, DVDs and other removable media; (viii) Email storage conventions (e.g. limitations on mailbox sizes/storage locations; schedules and logs for storage); (ix) Help features or documentation; (x) Electronic media deployment, allocation and maintenance procedures for new employees, current employees or departed employees; (xi) Software and hardware upgrades (including patches), as well as who and what organization conducted such upgrades; and (xii) Personal or home computer usage policies for work-related activities.

Response to Request No. 23.

In addition to its General Objections, TBS, Inc. objects to Request No. 23 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 23 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 23 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 23 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc.

and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 24.

Documents sufficient to identify or describe your electronic data processing systems, software, programs and outputs thereof, including all mainframe systems, linked area networks and word processing, electronic mail, personal information managers, calendar or spreadsheet programs used by you to record, store, compute, analyze or retrieve any information relating to any Licensing Agreement or any Student Athlete Product.

Response to Request No. 24.

In addition to its General Objections, TBS, Inc. objects to Request No. 24 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 24 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 24 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 24 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive,

confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 25.

All documents referencing or referring to the CAC, and/or the present litigation, also known as the *O'Bannon* and/or *Keller* litigation.

Response to Request No. 25.

In addition to its General Objections, TBS, Inc. objects to Request No. 25 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 25 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 25 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 25 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 25 duplicative, unduly

burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 25 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 26.

All documents referring to the "collegiate licensing market," the "college licensing market," or any other college based market.

Response to Request No. 26.

In addition to its General Objections, TBS, Inc. objects to Request No. 26 on the grounds that it is vague and ambiguous and too indefinite to permit effective response. To the extent that TBS, Inc. understands this Request, TBS, Inc. further objects to Request No. 26 on the grounds that it is patently overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 26 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to

Request No. 26 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 26 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 26 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 26 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such contracts or otherwise.

Request No. 27.

All documents constituting an analysis of any college-based market, such as PowerPoint presentations, memorandums, strategic plans, or white papers.

Response to Request No. 27.

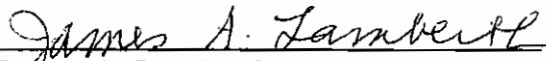
In addition to its General Objections, TBS, Inc. objects to Request No. 27 on the grounds that it is vague and ambiguous and too indefinite to permit effective

response. To the extent that TBS, Inc. understands this Request, TBS, Inc. further objects to Request No. 27 on the grounds that it is overly broad, not reasonably limited in scope, and seeks documents and information that are neither relevant to the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence. TBS, Inc. also objects to Request No. 27 on the grounds that it is unduly burdensome, harassing and oppressive. TBS, Inc. further objects to Request No. 27 to the extent that it seeks information that is protected pursuant to the attorney-client privilege, work product doctrine, and/or any other applicable privilege or protection. TBS, Inc. further objects to Request No. 27 to the extent that it seeks documents and information that already have been obtained or that may be obtained from other sources, including the parties to this action, rendering Request No. 27 duplicative, unduly burdensome, harassing and oppressive as to TBS, Inc., which is not a party to this litigation. TBS, Inc. further objects to Request No. 27 to the extent that it seeks documents and information that constitute, contain or refer to trade secrets or other competitively sensitive, confidential and/or proprietary business or commercial information of TBS, Inc. and/or its parents, subsidiaries or affiliates. TBS, Inc. also objects to this request to the extent that it seeks documents and information that are subject to certain confidentiality provisions between TBS, Inc. and/or its parents, subsidiaries or affiliates and others which may not be disclosed without notice to and/or the consent of the parties to such

contracts or otherwise.

This 17th day of August, 2011.

TROUTMAN SANDERS LLP



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Georgia Bar No. 431851

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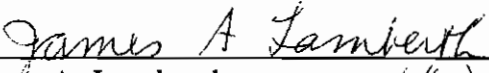
CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of **Turner Broadcasting System, Inc.'s Objections to Subpoena for Production of Documents** upon the following via U.S. Mail with adequate postage affixed thereto addressed as follows:

Bryan L. Clobes Esquire
Cafferty Faucher LLP
1717 Arch Street, Suite 3610
Philadelphia, PA. 19147

Robbins Geller Rudman Dowd LLP
3424 Peachtree Road, NE, Suite 1650
Atlanta, Georgia 30326

This 17th day of August, 2011.


James A. Lamberth (ffc)
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