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5 Attorneys for Non-Party  
 CBS BROADCASTING INC.  
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8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA  
 10 OAKLAND DIVISION  
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12 EDWARD O'BANNON, et al.,  
 13 Plaintiffs,

14 v.

15 NATIONAL COLLEGIATE ATHLETIC  
 ASSOCIATION; COLLEGIATE  
 16 LICENSING COMPANY; and  
 ELECTRONIC ARTS INC.,  
 17

Defendants.

Case No. 09-CV-3329-CW

**DECLARATION OF DANIEL  
 WEINBERG**

Judge: Honorable Claudia Wilken  
 Courtroom 2, 4th Floor

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1 I, Daniel Weinberg, declare that the following is true:

2 1. I am a Senior Vice President of Programming for non-party CBS Sports, a division  
3 of CBS Broadcasting Inc. ("CBS"). I am over 18 years of age and make this declaration of my  
4 own personal knowledge, and, if called to do so, could testify competently to the facts stated  
5 herein under oath.

6 2. I am advised that a document containing confidential competitively sensitive  
7 financial terms regarding CBS has been designated as a trial exhibit on Plaintiffs' Trial Exhibit  
8 List as Ex. 400, 2010 Multi-Media Agreement between Turner Broadcasting System, Inc.  
9 ("TBS"), CBS, and the NCAA (the "Multi-Media Agreement"). I am further advised that the  
10 NCAA intends to file an Administrative Motion to Seal Confidential Trial Exhibits ("NCAA  
11 Administrative Motion to Seal") which will, among other things, seek to ensure that highly  
12 confidential provisions of the Multi-Media Agreement are redacted from the versions of the  
13 agreement admitted into evidence at trial. CBS is not a party to this litigation, and respectfully  
14 requests that the highly confidential portions of the agreement not be publicly disclosed.

15 3. There are compelling reasons for protecting the confidential information and  
16 maintaining the limited information at issue under seal.

17 4. The Multi-Media Agreement is a current agreement between CBS, TBS, and the  
18 NCAA relating to the distribution rights for the NCAA Division I Men's Basketball  
19 Championship.

20 5. CBS is advised that Antitrust Plaintiffs previously filed an exhibit containing  
21 excerpts of the Multi-Media Agreement with redactions that disclosed only the table of contents  
22 and selected provisions on four pages out of the forty-seven page agreement, *Keller*, Case No. 09-  
23 CV-1967-CW ("*Keller*"), Dkt. No. 655, after the Court found the NCAA showed good cause for  
24 redaction of confidential business information contained within the remainder of the  
25 agreement. *See Keller* Dkt. No. 626.

26 6. CBS is further advised that the NCAA also filed a redacted version of an excerpt  
27 from the Multi-Media Agreement in support of its motion for summary judgment, containing only  
28 one page from the Multi-Media Agreement. *See Keller*, Dkt. No. 931-8. The Court upheld the

1 sealing of paragraph 13.1 on that page, because it “describes specific licensing rights.” *Keller*  
2 Dkt. No. 989, at 11.

3         7.         The terms of Exhibit 400 not previously disclosed publicly should remain under  
4 seal. These terms contain competitively sensitive information, including content licensing terms  
5 and licensing rights obtained for consideration that are highly sensitive to CBS. CBS competes  
6 with a number of entities to obtain rights to manage and distribute content, and takes steps to  
7 ensure that the Multi-Media Agreement and the highly confidential information therein are not  
8 disclosed outside of a group of persons within CBS who have a business reason to know their  
9 contents.

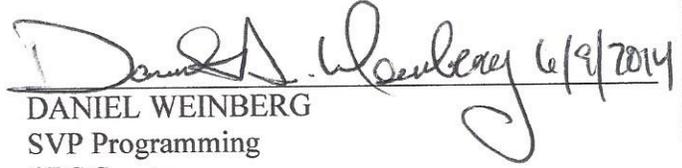
10         8.         In particular, the redacted terms of the Multi-Media Agreement were heavily  
11 negotiated, and if the terms therein are publicly disclosed, entities with which CBS negotiates for  
12 rights, and entities with which CBS competes to obtain rights, will be able to use knowledge of  
13 those terms to the detriment of CBS in its efforts to negotiate future rights agreements. Further,  
14 the Multi-Media Agreement has an express confidentiality clause, providing that no party may  
15 distribute a public statement or disclose the terms of the Agreement “without the prior approval of  
16 all other Parties to the Agreement.”

17         9.         Based on the foregoing, we request that the Court protect the confidentiality of  
18 Exhibit 400, and not make the previously sealed portions of the exhibit part of the public record.  
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I declare under penalty of perjury under the laws of the United States that the foregoing facts are true and correct.

Executed on June 9, 2014, in Westfield, New Jersey.

  
DANIEL WEINBERG  
SVP Programming  
CBS Sports