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Attorneys for Non-Party Turner Broadcasting System, Inc.

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8 **UNITED STATES DISTRICT COURT**  
 9 **NORTHERN DISTRICT OF CALIFORNIA**  
 10 **OAKLAND DIVISION**

11 EDWARD O'BANNON, *et al.*,

Case No. 4:09-CV-3329-CW

12 Plaintiffs,

**DECLARATION OF TINA K. SHAH**

13 v.

Judge: Honorable Claudia Wilken

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

17 Defendants.

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19 I, TINA K. SHAH, declare and state as follows:

20 1. I am an Assistant General Counsel with Turner Broadcasting System, Inc. ("TBS,  
 21 Inc."). I am over 18 years of age and competent to give this declaration. The following facts are  
 22 based on my personal knowledge.

23 2. I understand that in connection with the above-captioned case, the National  
 24 Collegiate Athletic Association ("NCAA") and the Plaintiffs have indicated they may seek to  
 25 admit the following highly confidential agreements as exhibits during the upcoming trial: (1) the  
 26 Multi-Media Agreement between TBS, Inc., CBS Broadcasting Inc. ("CBS"), and the NCAA  
 27 dated April 22, 2010 (the "Multi-Media Agreement"); and (2) the Digital Rights Agreement  
 28 between Turner Sports Interactive, Inc. and the NCAA dated August 23, 2010 (the "Digital

1 Rights Agreement”). I further understand that the NCAA intends to file an Administrative  
2 Motion to Seal Confidential Trial Exhibits in which, among other things, it will seek to ensure  
3 that highly confidential provisions of the Multi-Media Agreement and the Digital Rights  
4 Agreement are redacted from the versions of these agreements admitted into evidence at trial.  
5 TBS, Inc. is not a party to this litigation and urges that the highly confidential portions of these  
6 agreements not be publicly disclosed.

7 3. TBS, Inc., among other things, is in the business of managing and distributing  
8 content on multiple television programming services and platforms. TBS, Inc. frequently  
9 negotiates rights agreements with third party content providers in the sports, entertainment and  
10 news industries, which provide TBS, Inc. and its subsidiaries and affiliates with rights to manage  
11 and distribute such content on various television programming services and platforms.

12 4. TBS, Inc., among other things, is in the business of managing and operating digital  
13 businesses, including distributing content on digital platforms and creating applications and  
14 services for those digital platforms. TBS, Inc. frequently negotiates digital rights agreements  
15 with third party content providers in the sports, entertainment and news industries, which provide  
16 TBS, Inc. and its subsidiaries and affiliates (including Turner Sports Interactive, Inc.) with rights  
17 to distribute such content on behalf of such third parties across digital platforms (e.g., NBA.com,  
18 PGA.com, BleacherReport.com).

19 5. The Multi-Media Agreement is the current agreement between TBS, Inc., CBS,  
20 and the NCAA relating to the distribution rights for the NCAA Division I Men’s Basketball  
21 Championship.

22 6. The Digital Rights Agreement is the current agreement between the NCAA and  
23 Turner Sports Interactive, Inc., a subsidiary of TBS, Inc., relating to the distribution of certain  
24 content across digital platforms.

25 7. TBS, Inc. understands that redacted versions of the Multi-Media Agreement and  
26 the Digital Rights Agreement previously have been filed on the record in this action. *See* Case  
27 No. 09-CV-1967-CW, ECF Nos. 653, 655. The redacted provisions in the Multi-Media  
28 Agreement and the Digital Rights Agreement contain highly confidential information and are

1 competitively sensitive to TBS, Inc. TBS, Inc. takes steps to ensure that the Multi-Media  
2 Agreement and the Digital Rights Agreement are not disclosed outside of a group of persons  
3 within TBS, Inc. who have a business reason to know their contents.

4 8. There are a number of entities with which TBS, Inc. competes in its effort to  
5 obtain rights to manage and distribute content on its multiple television programming services  
6 and digital platforms.

7 9. Many of the terms of the rights agreements that TBS, Inc. enters into with content  
8 providers are heavily negotiated. The redacted terms of the Multi-Media Agreement and the  
9 Digital Rights Agreement were heavily negotiated.

10 10. Public disclosure of the redacted terms of the Multi-Media Agreement would harm  
11 TBS, Inc., among other things, in its efforts to obtain rights to manage and distribute content on  
12 its television programming services.

13 11. In particular, if the heavily-negotiated licensing terms of the Multi-Media  
14 Agreement are publicly disclosed, the terms to which TBS, Inc. agreed will be available to both  
15 those entities with which TBS, Inc. negotiates for distribution rights and those entities with which  
16 TBS, Inc. competes to obtain distribution rights. Knowledge of those terms could then be used  
17 strategically to TBS, Inc.'s detriment by a content provider in its negotiations with TBS, Inc. or  
18 by a competitor in its efforts to obtain the same distribution rights for which TBS, Inc. is  
19 negotiating. If the content of these redacted provisions is disclosed to the public, TBS, Inc. is  
20 likely to be harmed in its efforts to negotiate future rights agreements.

21 12. Similarly, public disclosure of the redacted terms of the Digital Rights Agreement  
22 would harm TBS, Inc., among other things, in its efforts to obtain rights to and manage content on  
23 digital platforms.

24 13. In particular, if the redacted provisions of the Digital Rights Agreement are  
25 publicly disclosed, the terms to which TBS, Inc. agreed will be available to both those entities  
26 with which TBS, Inc. negotiates for digital rights and those entities with which TBS, Inc.  
27 competes to obtain digital rights. Knowledge of those terms could then be used strategically to  
28 TBS, Inc.'s detriment by a content provider in its negotiations with TBS, Inc. or by a competitor


1 in its efforts to obtain the same digital rights for which TBS, Inc. is negotiating. If the content of  
2 these redacted provisions is disclosed to the public, TBS, Inc. is likely to be harmed in its efforts  
3 to negotiate future digital rights agreements.

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I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on June 9, 2014.

  
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Tina K. Shah