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8 *Attorneys for Non-Party*
9 CBS Broadcasting Inc.

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

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

13 Plaintiffs,

14 v.

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

19 Defendants.

Case No. 09-CV-3329-CW

**SUPPLEMENTAL DECLARATION OF
DANIEL WEINBERG**

Judge: Hon. Claudia Wilken

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Courtroom: 2, 4th Floor

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. This document supplements the Declaration of Daniel Weinberg filed on June 9,
7 2014 in support of non-party CBS's brief in support of Defendant National Collegiate Athletic
8 Association's ("NCAA") Administrative Motion to Seal Confidential Trial Exhibits. This
9 document is intended to provide the Court with specific compelling reasons why maintaining the
10 confidentiality of the information within proposed Trial Exhibit 400, (the "Multi-Media
11 Agreement"), which was redacted in previous filings, outweighs the public interest of disclosure.
12 The total fee in the Multi-Media Agreement and the section describing name and likeness rights is
13 already on the record.

14 3. It is my understanding that the Plaintiffs have agreed that several provisions of the
15 Multi-Media Agreement may remain redacted, but that there is still a dispute with respect to 2 of
16 the 63 definitions in Section 1, Section 2 (other than Section 2.11), Section 9.5 and Exhibit B. To
17 the extent the Court accepts the Plaintiffs' position that most of the Multi-Media Agreement may
18 remain redacted, we respectfully request that these identified portions also remain redacted for the
19 reasons set forth below.

20 4. These particular provisions contain highly sensitive and proprietary business
21 information that is not currently in the public domain, and disclosure would hinder CBS' ability to
22 negotiate licensing agreements in the future. Also, CBS has broadcast Division I Men's
23 Basketball Championship coverage since 1982, and providing the un-redacted versions of the
24 Multi-Media Agreement to CBS competitors would provide such valuable information that it
25 would threaten CBS's ability to retain these rights.

26 5. Section 1 defines specific terms that would expose CBS' business plans due to the
27 elaborate detail provided. The terms "(g) Broadcaster Multi-Sport Package," and "(h) Broadcaster
28 Platform," describe current and future distribution channels. Disclosing these terms would

1 prejudice CBS by revealing potential strategies to competitors around current and future plans for
2 sports broadcasting.

3 6. Section 2 describes the suite of exclusive telecast rights that constitute the unique
4 negotiated terms under which CBS and Turner Broadcasting Inc. distribute the Division I Men's
5 Basketball Championship. Disclosing the entire suite of telecast rights would damage CBS'
6 flexibility to negotiate better rights, by exposing what CBS has agreed to in the Multi-Media
7 Agreement. Such disclosure would force CBS to negotiate against itself in subsequent sports
8 licensing negotiations. Section 2.11 describing NCAA Rules is already on the record.

9 7. Section 9.5 describes the promotional obligations. Promotional rights in sports
10 broadcasting are highly valuable to sports entities. The required quantity, placement and type of
11 the promotional rights extends beyond the Division I Men's Basketball Championship. It would
12 prejudice CBS if competitors learned the exact promotional structure of the agreement given the
13 highly confidential nature of television network sales. Such disclosure would educate CBS
14 competitors and set a precedent for other sports leagues against which CBS would be required to
15 negotiate against in subsequent business transactions.

16 8. Exhibit B describes the consideration including the exact payment structure.
17 Although the *total* fee is public, releasing the payment structure would prejudice CBS because the
18 fee schedule is not linear over time and the variable fee structure represents a highly confidential
19 agreement on the payment structure.

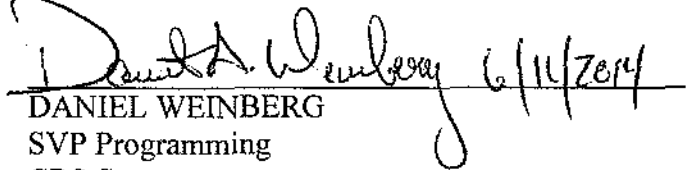
20 9. While NCAA and CBS have both sought to protect the Multi-Media Agreement
21 from public disclosure, CBS, as a broadcaster, has different potential harm from public disclosure
22 than defendant NCAA, given CBS' business transactions with other sports entities.

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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 11, 2014, in New York, New York.


DANIEL WEINBERG
SVP Programming
CBS Sports