

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

_____)	
Review of Proposed Basic Service)	
Tier Programming, Equipment and)	Docket No. D.T.C. 10-10
Installation Rates of CoxCom, Inc. d/b/a)	
Cox Communications New England)	
_____)	

AFFIDAVIT OF RICHARD J. WARREN

Richard J. Warren, who having personally appeared before the undersigned officer, duly authorized by law to administer oaths, having been first duly sworn according to law, deposes and states as follows:

1.

I voluntarily and freely make this affidavit of my own personal knowledge for use as evidence in the above-styled action and for any other use or purpose authorized by law. I am over the age of twenty-one years, am suffering from no legal disability, and am competent and authorized to make this affidavit and testify to the statements and facts contained herein.

2.

I currently am Senior Vice President and Associate General Counsel of Turner Network Sales, Inc. ("TNS"), a subsidiary of Turner Broadcasting System, Inc. ("TBS") (TNS and TBS are sometimes hereinafter collectively referred to as "Turner").

3.

TNS, among other things, is responsible for negotiating and administering agreements for the carriage and distribution of TBS's cable television programming

services ("affiliation agreements'). In my capacity as Senior Vice President and Associate General Counsel, I am personally familiar with Turner's policies and practices regarding affiliation agreements, including the price information contained in those agreements.

4.

TNS negotiates affiliation agreements with a number of television programming distributors, including numerous cable operators. These affiliation agreements address the carriage terms of TBS's cable television programming services that appear on the distributors' basic service tier as well as other tiers. TNS receives subscriber fees from distributors under the terms of its affiliation agreements with those distributors. These subscriber fees are negotiated with the distributors.

5.

The information included in Turner's affiliation agreements, including price terms, is confidential, proprietary and competitively sensitive to Turner and Turner intends to and does treat that information as confidential, proprietary and competitively sensitive. Information contained in Turner's affiliation agreements is not made available to the public. In addition, information contained in Turner's affiliation agreements is not disclosed to anyone other than employees and agents of Turner and TBS's parent who have a reason to have access to the information, and the distributor with which Turner has entered into the agreement. Each of Turner's affiliation agreements contain a confidentiality provision that prohibits the public disclosure of any information contained in the affiliation agreement.

6.

Turner strictly maintains the confidentiality of the information contained in the affiliation agreements and takes steps to protect the confidentiality of that information from public disclosure.

7.

Additionally, the information contained in Turner's affiliation agreements, including price information for each programming service, is maintained as confidential after the term of an affiliation agreement expires and a new affiliation agreement is negotiated.

8.

The information contained in Turner's affiliation agreements, including the price information, has unique value to Turner. In particular, the terms of Turner's affiliation agreements with specific distributors are the subject of negotiation, and Turner derives value from the unique formulation of the terms contained in the affiliation agreements, including price terms.

9.

Public disclosure of the price terms for TBS's programming services would result in substantial harm to Turner's competitive position in the marketplace and would provide substantial benefit to Turner's competitors and to distributors with which Turner negotiates its affiliation agreements.

10.

Among other things, public disclosure of price terms in TBS's affiliation agreements would aid distributors in their negotiation of the terms contained in affiliation

agreements regarding the carriage of specific programming services. Such disclosure also would aid other programmers with which Turner competes for access to a distributor's platform.

11.

Public disclosure of the information contained in Turner's affiliation agreements would impair Turner's ability to negotiate terms in its affiliation agreements with individual distributors now and in the future.

12.

Given the ongoing need for confidential treatment of price information for each of Turner's programming services, it is my good faith belief that the information provided by Cox to the Department under seal should remain confidential on an ongoing basis until such time as Cox and Turner mutually agree that such confidential treatment is no longer necessary. At a minimum, it is critical that Cox be afforded an opportunity to seek an extension of any confidential treatment granted by the Department for a period of years.

13.

I am aware that the Department has requested that Cox provide pertinent pricing information for each programming service included in Cox's basic service tier offered in Holland, Massachusetts. Certain of Turner's programming services are provided, not only to Cox subscribers in Holland, but also to Cox subscribers located in other communities in other states as well as to other distributors and their subscribers within and outside of Massachusetts.

14.

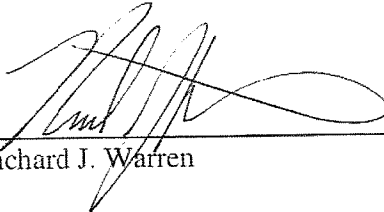
I am aware of the information provided by Cox to the Department under seal and do not believe that any portion of that information can be released publicly without causing substantial harm to Turner.

15.

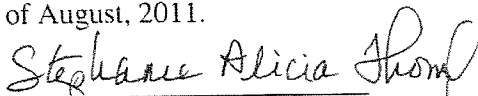
In a prior proceeding by the Department, *Review of Proposed Basic Service Tier Programming, Equipment and Installation Rates of CoxCom, Inc. d/b/a Cox Communications New England, Docket No. D.T.C. 07-10*, the Hearing Officer afforded ongoing confidential treatment to the same type of information being requested in the instant matter.

Further Affiant sayeth not.

This 8th day of August, 2011.


Richard J. Warren

Sworn to and subscribed
before me this 8th day
of August, 2011.


Notary Public

**STEPHANIE ALICIA THOMAS
NOTARY PUBLIC
STATE OF GEORGIA, FULTON COUNTY
MY COMMISSION EXPIRES 11-30-2012**

My commission expires: