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 Attorneys for Plaintiffs  
 8 Fox Broadcasting Company, Twentieth Century  
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10 **UNITED STATES DISTRICT COURT**  
 11 **CENTRAL DISTRICT OF CALIFORNIA**

13 FOX BROADCASTING COMPANY,  
 INC., TWENTIETH CENTURY FOX  
 14 FILM CORP., and FOX TELEVISION  
 HOLDINGS, INC.

15 Plaintiffs,

16 v.

17 DISH NETWORK L.L.C. and  
 18 DISH NETWORK CORP.,

19 Defendants.

Case No. 12-CV-04529-DMG (SH)

Complaint Filed: May 24, 2012

**STIPULATION CONCERNING  
 DISCOVERY, USE AND  
 CONFIDENTIALITY OF NIELSEN  
 DATA**

[Proposed Order filed concurrently  
 herewith]

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2           WHEREAS, The Nielsen Company (US), LLC (“Nielsen”) has  
3 provided certain information to Plaintiffs Fox Broadcasting Company, Twentieth  
4 Century Fox Film Corp., and Fox Television Holdings, Inc., and Defendants DISH  
5 Network L.L.C. and DISH Network Corporation (“Clients”) in the form of viewer  
6 measurement data and reports (“Nielsen Information”);  
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8           WHEREAS, the Nielsen Information has been provided to Clients for limited  
9 uses pursuant to contract;  
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11           WHEREAS, the Nielsen Information is proprietary to Nielsen and has a  
12 continuing value to Nielsen in that Nielsen regularly receives income from  
13 providing the information to other clients that might be interested in the  
14 information;  
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16           WHEREAS, Clients have requested that Nielsen waive certain of its rights  
17 and permit certain limited disclosure of Nielsen Information relevant to this  
18 litigation; and  
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20           WHEREAS, the parties hereto desire to go forward with the discovery and  
21 use at the trial of this case or at other evidentiary hearings of Nielsen Information  
22 without compromising the confidentiality and proprietary nature of Nielsen  
23 Information;  
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25           THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and  
26 between the parties hereto and Nielsen as follows:  
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1           1. This Stipulation shall govern in this matter the disposition of all data,  
2 information and/or materials prepared, compiled and provided by The Nielsen  
3 Company (US), LLC, including reports and documents containing Nielsen  
4 Information, which may be produced by any party hereto in response to any  
5 discovery request. The provisions of this Stipulation relating to Nielsen  
6 Information shall be equally applicable to answers to interrogatories, extracts,  
7 summaries, and testimony based on such documents.

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9           2. This Stipulation shall permit the disclosure only of Nielsen Information,  
10 as defined herein. To the extent that any Nielsen report or other document contains  
11 proprietary and confidential Nielsen ratings information or other Nielsen  
12 Information that is not relevant to this litigation, the parties shall make their best  
13 efforts to identify and redact such information before the document is disclosed.  
14 No Nielsen report or Nielsen Information shall be disclosed to any person for  
15 review or use in connection with this litigation other than the parties' respective  
16 trial counsel or in-house counsel unless such person has confirmed in writing to  
17 trial counsel making the disclosure that he or she has reviewed this Stipulation and  
18 will comply fully with its terms.

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20           3. All documents containing Nielsen Information and all copies thereof shall  
21 be marked as "Highly Confidential." The provisions regarding the treatment of  
22 "Highly Confidential" materials in the Stipulated Protective Order entered by the  
23 Court on July 24, 2012, shall apply to documents containing the Nielsen  
24 Information. Employees of a party may have access to Nielsen Information  
25 produced by another party in this action to the extent that those employees have  
26 access to the same type of Nielsen Information covering the same time frame in the  
27 normal course of their job responsibilities, and subscribe to Schedule A of the  
28 Protective Order. Notwithstanding the "Highly Confidential" designation, and

1 notwithstanding any provision in the Stipulated Protective Order, any in-house  
2 counsel not otherwise actively involved in the prosecution, defense or appeal of the  
3 action may have access to the Nielsen Information to the extent his or her assistance  
4 is required from time to time for such purposes.

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6 4. The attorneys for Clients shall provide Nielsen with an accurate listing of  
7 all documents containing Nielsen Information (by bates number) produced in this  
8 litigation pursuant to this Stipulation within a reasonable time after such documents  
9 are disclosed.

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11 5. The parties agree that neither Nielsen nor any Nielsen officer, director,  
12 employee, agent, or other individual will be subpoenaed or otherwise required to  
13 testify in any manner concerning any Nielsen Information to be offered into  
14 evidence in this action either by deposition or at trial, and further that the  
15 methodology utilized by Nielsen will not be a subject that is contested in this  
16 lawsuit (although this provision shall not preclude any witness, including expert  
17 witnesses, from challenging the way any other witness is using or interpreting  
18 Nielsen Information, including challenges based on assertions that the witness has  
19 misunderstood or is misrepresenting the nature or scope of the activity that Nielsen  
20 has statistically estimated).

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22 6. The parties agree and stipulate that, solely for purposes of this action, the  
23 data contained in the Nielsen Information is a reasonably accurate representation of  
24 the data collected by Nielsen concerning television viewing (and in particular  
25 commercial viewing) during the relevant timeframe, and that the Nielsen  
26 Information is admissible as evidence of such television viewing data (and in  
27 particular commercial viewing data) during the relevant timeframe provided that  
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1 such facts are themselves relevant and material to any particular issue on which  
2 they may be offered.

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4 7. The parties hereto agree, solely for purposes of this action, not to assert  
5 and do hereby waive any objections to admissibility of any Nielsen Reports or  
6 documents containing Nielsen Information on the grounds that the Nielsen  
7 Information may constitute hearsay, or that the Nielsen Information contains  
8 opinions, or that the Nielsen Information is not the best evidence of information  
9 reported therein.

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11 8. The parties hereto agree, solely for purposes of this action, not to assert  
12 and do hereby waive any objections to the authenticity and genuineness of Nielsen  
13 Information.

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15 9. The parties agree to provide Nielsen with copies of any Trial Exhibits  
16 derived from Nielsen Information five (5) business days before the time such Trial  
17 Exhibits are offered into evidence.

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19 10. The parties acknowledge that Nielsen retains all rights in and to the  
20 Nielsen Information except as specifically waived herein. At the conclusion of the  
21 litigation, including any and all appeals and retrials, all persons who have had  
22 access to documents containing Nielsen Information shall return any and all copies  
23 of those documents in their possession to the producing party or destroy them, all  
24 pursuant to the terms of Paragraph 19 of the Stipulated Protective Order.

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26 11. All notices concerning this Stipulation to Nielsen shall be mailed to  
27 Nielsen at the time that the notice to Nielsen is to be given as follows:

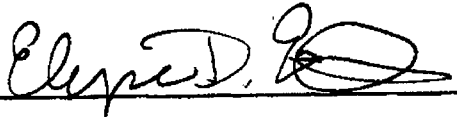
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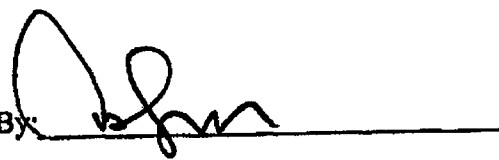
Eric Rubenstein  
General Counsel – Global Media  
The Nielsen Company  
770 Broadway  
New York, New York 10003

The parties giving the notice shall also telephone the fact of the notice to the General Counsel of The Nielsen Company - Media by calling 646-654-5042.

12. The terms of this Stipulation shall survive and remain in force and effect after the termination of this litigation and may not be altered or modified except by written stipulation executed by all parties hereto, and approved by Nielsen.


13. It is agreed between the parties that Nielsen shall not be considered a party to this lawsuit, but the parties hereto agree that Nielsen shall have the right to enforce this Stipulation before this Court at any time during or after this litigation.

Dated: 11/9/12 By:   
Attorneys for DISH Network, L.L.C. and DISH Network Corporation

Dated: 11/6/12 By:   
Attorneys for Fox Broadcasting Company, Twentieth Century Fox Film Corp., and Fox Television Holdings, Inc.

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Dated: November 6, 2012

By:   
Marc E. Rains, Sidley Austin LLP  
The Nielsen Company (US), LLC