

“Wage Inequality and Family Labor Supply,” with Chinhui Juhn, 15 *Journal of Labor Economics* 72 (1997).

“Vertical Integration as a Self-Enforcing Contractual Arrangement,” with Benjamin Klein, 87 *American Economic Review* 415 (1997).

“Unemployment and Nonemployment,” with Robert H. Topel, 87 *American Economic Review* 295 (1997).

“Wages, Skills, and Technology in the United States and Canada,” with W. Craig Riddell and Paul M. Romen, in *General Purpose Technologies and Economic Growth*, pp. 283-309, ed. Elhanan Helpman. Cambridge, MA: M.I.T. Press, (1998).

“Perspectives on the Social Security Crisis and Proposed Solutions,” with Finis Welch, 88 *American Economic Review* 142 (1998).

“Population and Economic Growth,” with Gary S. Becker and Edward Glaeser, 89 *American Economic Review* 145 (1999).

“A Competitive Perspective on Internet Explorer,” with Steven J. Davis, 90 *American Economic Review* 184 (2000).

“Industrial Change and the Demand for Skill” with Finis Welch, in The Causes and Consequences of Increasing Inequality, pp. 263-84, ed. Finis Welch. Volume II in the Bush School Series in the Economics of Public Policy. Chicago: University of Chicago Press, (2001).

“Wage Differentials in the 1990s: Is the Glass Half Full or Half Empty?” with Finis Welch, in *The Causes and Consequences of Increasing Inequality*, pp. 341-64, ed. Finis Welch. Volume II in the Bush School Series in the Economics of Public Policy. Chicago: University of Chicago Press, (2001).

“Economic Perspectives on Software Design: PC Operating Systems and Platforms,” with Steven J. Davis and Jack MacCracken, in Microsoft, Antitrust, and the New Economy: Selected Essays, pp. 361-420, ed. Davis S. Evans. Boston, MA: Kluwer, (2001).

“Current Unemployment, Historically Contemplated,” with Robert H. Topel and Chinhui Juhn, 1 *Brookings Papers on Economic Activity* 79 (2002).

“The Economics of Copyright ‘Fair Use’ in A Networked World,” with Andres Lerner and Benjamin Klein, 92 *American Economic Review* 205 (2002).

“The Economic Value of Medical Research” with Robert H. Topel, in Measuring the Gains from Medical Research: An Economic Approach, pp. 41-73, ed. Robert H. Topel and Kevin M. Murphy. Chicago: University of Chicago Press, (2003).

“School Performance and the Youth Labor Market,” with Sam Peltzman, 22 *Journal of Labor Economics* 299 (2003).

“Entrepreneurial ability and market selection in an infant industry: evidence from the Japanese cotton spinning industry,” with Atsushi Ohyama and Serguey Braguinsky, 7 *Review of Economic Dynamics* 354 (2004).

“Entry, Pricing, and Product Design in an Initially Monopolized Market,” with Steven J. Davis and Robert H. Topel, 112 *Journal of Political Economy*: S188 (2004).

“Diminishing Returns: The Costs and benefits of Increased Longevity,” with Robert H. Topel, 46 *Perspectives in Biology and Medicine* S108 (2004).

“Persuasion in Politics,” with Andrei Shleifer, 94 *American Economic Review* 435 (May 2004).

“Black-White Differences in the Economic Value of Improving Health,” with Robert H. Topel, 48 *Perspectives in Biology and Medicine* S176 (2005).

“The Equilibrium Distribution of Income and the Market for Status,” with Gary S. Becker and Iván Werning, 113 *Journal of Political Economy* 282 (2005).

“The Market for Illegal Goods: The Case of Drugs,” with Gary S. Becker and Michael Grossman, 114 *Journal of Political Economy* 38 (2006).

“Competition in Two Sided Markets: The Antitrust Economics of Payment Card Interchange Fees,” with Benjamin Klein, Kevin Green, and Lacey Place, 73 *Antitrust Law Journal* 571 (2006).

“The Value of Health and Longevity,” with Robert H. Topel, 114 *Journal of Political Economy* 871 (2006).

“Social Value and the Speed of Innovation,” with Robert H. Topel, 97 *American Economic Review* 433 (2007).

“Education and Consumption: The Effects of Education in the Household Compared to the Marketplace,” with Gary S. Becker, 1 *The Journal of Human Capital* 9 (Winter 2007).

“Why Does Human Capital Need a Journal?” with Isaac Ehrlich, 1 *The Journal of Human Capital* 1 (Winter 2007).

“Critical Loss Analysis in the *Whole Foods* Case” with Robert H. Topel, 3 (2) *GCP Magazine* (March 2008)

“Exclusive Dealing Intensifies Competition for Distribution,” with Benjamin Klein, *Antitrust Law Journal*, Vol. 75 (October 2008).

“Fertility Decline, the Baby Boom and Economic Growth,” with Curtis Simon and Robert Tamura, 2 *The Journal of Human Capital* 3 (Fall 2008).

“The Market for College Graduates and the Worldwide Boom in Higher Education of Women” with Gary S. Becker and William H. J. Hubbard, 100 *American Economic Review: Papers & Proceedings* 229 (May 2010)

Selected Working Papers

“Gauging the Economic Impact of September 11th”, with Gary S. Becker, Unpublished Working Paper (October 2001).

“War In Iraq Versus Containment: Weighing the Costs,” with Steven J. Davis and Robert H. Topel, *NBER Working Paper No. 12092* (March 2006).

“Estimating the Effect of the Crack Epidemic,” with Steve Levitt and Roland Fryer, Unpublished Working Paper (September 2006).

“The Interaction of Growth in Population and Income,” with Gary S. Becker, Unpublished Working Paper (2006).

“Persuasion and Indoctrination,” with Gary Becker (2007).

“The Value of Life Near Its End and Terminal Care,” with Gary Becker and Tomas Philipson (2007).

Selected Comments

Comment on “Causes of Changing Earnings Equality,” by Robert Z. Lawrence. Federal Reserve Bank of Kansas City (1998).

“Comment: Asking the Right Questions in the Medicare Reform Debate,” Medicare Reform: Issues and Answers, pp. 175-81, ed. Andrew J. Rettenmaier and Thomas R. Saving.

Chicago: University of Chicago Press (2000).

Comment on “Social Security and Demographic Uncertainty,” by Henning Bohn in Risk Aspects of Investment-Based Social Security Reform, ed. John Y. Campbell and Martin Feldstein. Chicago: University of Chicago Press (2001.)

Comment on “High Technology Industries and Market Structure,” by Hal R. Varian. Federal Reserve Bank of Kansas City (2001).

Popular Press Articles

“The Education Gap Rap,” *The American Enterprise*, (March-April 1990), pp. 62.

“Rethinking Antitrust,” with Gary S. Becker, *Wall Street Journal*, (February 26, 2001) pp. pA22.

“Prosperity Will Rise Out of the Ashes,” with Gary S. Becker, *Wall Street Journal*, (October 29, 2001) pp. pA22.

“The Economics of NFL Team Ownership” with Robert H. Topel, report prepared at the request of the National Football League Players’ Association. (January 2009)

About Murphy

“Higher Learning Clearly Means Higher Earning,” by Carol Kleiman. *Chicago Tribune*, March 12, 1989, Jobs Section pp. 1. Long article about “The Structure of Wages” with picture of Murphy.

“Why the Middle Class Is Anxious,” by Louis S. Richman. *Fortune*, May 21, 1990, pp. 106. Extensive reference to Murphy's work on returns to education.

“Unequal Pay Widespread in U.S.,” by Louis Uchitelle., *New York Times*, August 14, 1990, Business Day section pp. 1. Long piece on income inequality.

“One Study’s Rags to Riches Is Another’s Rut of Poverty,” by Sylvia Nasar, *New York Times*, June 17, 1992, Business Section pp. 1. Long piece on the income inequality research.

“Nobels Pile Up for Chicago, but Is the Glory Gone?” by Sylvia Nasar, *New York Times* November 4, 1993, Business Section pp. 1. Long piece on Chicago School of economics. Featured a photo of five of the “brightest stars on the economics faculty” (including Murphy) and a paragraph about Murphy’s research.

“This Sin Tax is Win-Win,” by Christopher Farrell. *Business Week*, April 11, 1994, pp. 30. Commentary section refers to Murphy, Becker, and Grossman’s work on rational addiction.

“Growing inequality and the economics of fragmentation,” by David Warsh, *Boston Sunday Globe*, August 21, 1994, pp. A1. Two-page article with picture and biographical details about Murphy and his research; part of a series about “how the new generation replaced the old in economics.”

“A Pay Raise’s Impact,” by Louis Uchitelle. *New York Times*, January 12, 1995, Business Section pp. 1. Article about consequences of proposed increase in the minimum wage. Articles featuring Murphy's comments on the minimum wage appeared in numerous other publications, including the *Chicago Tribune*; in addition, Murphy was interviewed on CNN (January 26, 1995).

“The Undereducated American,” *Wall Street Journal*, August 19, 1996, pp. A12. Changes in the rate of returns to education.

“In Honor of Kevin M. Murphy: Winner of the John Bates Clark Medal,” by Finis Welch, 14 *Journal of Economic Perspectives* 193 (2000)

Testimony, Reports, and Depositions (Last 4 Years)

Final Submission of Kevin M. Murphy, January 30, 2006, in the 2003 MSA Adjustment Proceeding.

Expert Rebuttal Report of Kevin M. Murphy, April 7, 2006, in High Pressure Laminates Antitrust Litigation, United States District Court for the Southern District of New York. Case No. 00-MD-1368 (CLB).

Deposition of Kevin M. Murphy, April 21, 2006, in High Pressure Laminates Antitrust Litigation, United States District Court for the Southern District of New York. Case No. 00-MD-1368 (CLB).

Trial Testimony of Kevin M. Murphy, May 16-17, 2006, in High Pressure Laminates Antitrust Litigation, United States District Court for the Southern District of New York. Case No. 00-MD-1368 (CLB).

Expert Report of Kevin M. Murphy, May 26, 2006, in Barbara Schwab, et al. v. Philip Morris USA Inc., et al., Eastern District of New York. Case No. CV-0401945.

Initial Submission of Kevin M. Murphy, August 7, 2006, in the 2004 MSA Adjustment

Proceeding.

Trial Testimony of Kevin M. Murphy, August 16-17, 2006, in *Applied Medical v. Ethicon, Inc., et al.*, United States District Court for the Central District of California. Case No. SACV 03-1329.

Expert Report of Kevin M. Murphy, August 28, 2006, in *Barbara Schwab, et al. v. Philip Morris USA Inc., et al.*, United States District Court for the Eastern District of New York. Case No. CV-0401945.

Final Submission of Kevin M. Murphy, December 8, 2006, in the 2004 MSA Adjustment Proceeding.

Expert Report of Kevin M. Murphy, December 11, 2006, *Tucker et al. v. Walgreens*, United States District Court for the Southern District of Illinois. Case No. 05-CV-440-GPM.

Supplemental Expert Report of Kevin M. Murphy, February 16, 2007, in *Conmed Corp. v. Ethicon, Inc., et al.*, United States District Court for the Southern District of New York. Case No. 03-CV-8800.

Expert Report of Kevin M. Murphy, June 4, 2007, in *Eolas Technologies Inc. and The Regents of the University of California v. Microsoft Corporation*, United States District Court for the Northern District of Illinois Eastern Division. Case No. 99-C-0626.

Expert Report of Kevin M. Murphy, July 2, 2007, in *Boston Scientific Corporation, Boston Scientific Scimed, Inc., Scimed Life Systems, Inc., and Schneider (Europe) GMBH v. Johnson & Johnson and Cordis Corporation*, The United States District Court for the Northern District of California San Francisco Division. Case No. C 02-790 SI.

Expert Report of Kevin M. Murphy, July 9, 2007, in *FTC v. Whole Foods Market, Inc. and Wild Oats Markets, Inc.*, United States District Court for the District of Columbia. Case No. 1:07-CV-01021-PLF.

Rebuttal Expert Report of Kevin M. Murphy, July 13, 2007, in *FTC v. Whole Foods Market, Inc. and Wild Oats Markets, Inc.* United States District Court for the District of Columbia. Case No. 1:07-CV-01021.

Deposition of Kevin M. Murphy, July 17, 2007, in the Matter of *FTC v. Whole Foods Market, Inc. and Wild Oats Markets, Inc.*, United States District Court for the District of Columbia. Case No. 1:07-CV-01021.

Affidavit of Kevin M. Murphy, July 25, 2007, in Ashley Pelman v. McDonald's, United States District Court for the Southern District of New York. Case No. 02 CIV 7821 (RWS).

Testimony of Kevin M. Murphy, July 31, 2007, in the Matter of FTC v. Whole Foods Market, Inc., et al., United States District Court for the District of Columbia. Case No. 1:07-CV-01021.

Initial Submission of Kevin M. Murphy, August 1, 2007, in the 2005 MSA Adjustment Proceeding.

Deposition of Kevin M. Murphy, August 22, 2007, in Boston Scientific Corporation, Boston Scientific Scimed, Inc., Scimed Life Systems, Inc., and Schneider (Europe) GMBH v. Johnson & Johnson and Cordis Corporation, The United States District Court for the Northern District of California San Francisco Division. Case No. C 02-790 SI.

Expert Report of Kevin M. Murphy, October 26, 2007, in the Matter of New Motor Vehicles Canadian Export Antitrust Litigation on behalf of Mercedes U.S.A. LLC., The United States District Court for the District of Maine.

Expert Report of Kevin M. Murphy, October 26, 2007, in the Matter of New Motor Vehicles Canadian Export Antitrust Litigation on behalf of Chrysler LLC, Chrysler Motors LLC, and Chrysler Canada Inc., The United States District Court for the District of Maine.

Expert Report of Kevin M. Murphy, October 31, 2007, in the Matter of New Motor Vehicles Canadian Export Antitrust Litigation, The United States District Court for the District of Maine.

Deposition of Kevin M. Murphy, January 15-16, 2008, in the Matter of New Motor Vehicles Canadian Export Antitrust Litigation, The United States District Court for the District of Maine.

Expert Report of Kevin M. Murphy, February 1, 2008, in the Matter of Allied Orthopedic Appliances, Inc., v. Tyco Healthcare Group L.P., The United States District Court for the Central District of California Western District.

Declaration of Kevin M. Murphy, February 22, 2008, in the Matter of Novelis Corporation v. Anheuser-Busch, Inc., The United States District Court for the Northern District of Ohio Eastern Division.

Deposition of Kevin M. Murphy, February 28, 2008, in the Matter of Allied Orthopedic Appliances, Inc., v. Tyco Healthcare Group L.P., The United States District Court for the

Central District of California Western District.

Expert Report of Kevin M. Murphy, March 7, 2008, in the Matter of Sun Microsystems, Inc., et al. v. Hynix Semiconductor, Inc., et al. (Consolidated), Unisys Corporation v. Hynix Semiconductor, Inc., et al., Jaco Electronics, Inc. v. Hynix Semiconductor, Inc., et al., Edge Electronics, Inc. v. Hynix Semiconductor, Inc., et al., All American Semiconductor, Inc. v. Hynix Semiconductor, Inc., et al., DRAM Claims Liquidation Trust, by its Trustee Wells Fargo Bank, NA Hynix Semiconductor, et al., The United States District Court for the Northern District of California San Francisco Division.

Deposition of Kevin M. Murphy, April 24, 2008, in the Matter of Sun Microsystems, Inc., et al. v. Hynix Semiconductor, Inc., et al. (Consolidated), Unisys Corporation v. Hynix Semiconductor, Inc., et al., Jaco Electronics, Inc. v. Hynix Semiconductor, Inc., et al., Edge Electronics, Inc. v. Hynix Semiconductor, Inc., et al., All American Semiconductor, Inc. v. Hynix Semiconductor, Inc., et al., DRAM Claims Liquidation Trust, by its Trustee Wells Fargo Bank, NA Hynix Semiconductor, et al., The United States District Court for the Northern District of California San Francisco Division.

Initial Submission of Kevin M. Murphy, October 6, 2008, in the 2006 MSA Adjustment Proceeding.

Expert Report of Kevin M. Murphy, October 29, 2008, in the Matter of Fair Issac Corporation; and myFICO Consumer Services, Inc. vs. Equifax, Inc.; Equifax Information Services LLC; Experian Information Solutions Inc.; TransUnion, LLC; VantageScore Solutions LLC; and Does I through X.

Expert Report of Kevin M. Murphy, November 21, 2008, in the Matter of Insignia Systems, Inc. v. News America Marketing In-Store, Inc.

Expert Report of Kevin M. Murphy, November 21, 2008, in the Matter of Valassis Communications, Inc. v. News America Incorporated, a/k/a News America Marketing Group, News America FSI, Inc. a/k/a News America Marketing FSI, LLC and News America Marketing In-Store Services, Inc. a/a/a News American Marketing In-Store Services, LLC., The United States Third Circuit Court of Michigan Detroit Division. Case No. 07-706645.

Deposition of Kevin M. Murphy, December 12, 2008, in the Matter of Fair Issac Corporation; and myFICO Consumer Services, Inc. vs. Equifax, Inc.; Equifax Information Services LLC; Experian Information Solutions Inc.; TransUnion, LLC; VantageScore

Solutions LLC; and Does I through X.

Deposition of Kevin M. Murphy, December 15, 2008, in the Matter of Insignia Systems, Inc. v. News America Marketing In-Store, Inc.

Rebuttal Expert Report of Kevin M. Murphy, December 26, 2008, in the Matter of Valassis Communications, Inc. v. News America Incorporated, a/k/a News America Marketing Group, News America FSI, Inc. a/k/a News America Marketing FSI, LLC and News America Marketing In-Store Services, Inc. a/a/a News American Marketing In-Store Services, LLC., The United States Third Circuit Court of Michigan Detroit Division. Case No. 07-706645.

Final Submission of Kevin M. Murphy, January 16, 2009, in the 2006 MSA Adjustment Proceeding.

Expert Report of Kevin M. Murphy, January 23, 2009, in the Matter of City of New York v. Amerada Hess Corp., et al., The United States District Court for the Southern District of New York. Report submitted on behalf of Citgo Petroleum Corporation.

Declaration of Kevin M. Murphy, January 29, 2009, in the Matter of Insignia Systems, Inc. v. News America Marketing In-Store, Inc.

Deposition of Kevin M. Murphy, February 10, 2009, in the Matter of Valassis Communications, Inc. v. News America Incorporated, a/k/a News America Marketing Group, News America FSI, Inc. a/k/a News America Marketing FSI, LLC and News America Marketing In-Store Services, Inc. a/a/a News American Marketing In-Store Services, LLC., The United States Third Circuit Court of Michigan Detroit Division. Case No. 07-706645.

Expert Report of Kevin M. Murphy, February 13, 2009, in the Matter of City of New York v. Amerada Hess Corp., et al., The United States District Court for the Southern District of New York. Report submitted on behalf of Citgo Petroleum Corporation regarding Citgo's share of total RFG supply at the New York Harbor.

Expert Report of Kevin M. Murphy, March 3, 2009, in the Matter of St. Francis Medical Center, on behalf of itself and all others similarly situated vs. C.R. Bard, Inc.

Deposition of Kevin M. Murphy, March 6, 2009, in the Matter of St. Francis Medical Center, on behalf of itself and all others similarly situated vs. C.R. Bard, Inc.

Expert Report of Kevin M. Murphy, March 17, 2009, in the Matter of ZF Meritor LLC and

Meritor Transmission Corporation v. Eaton Corporation., The United States District Court of Delaware. Case No. 06-CV-623.

Deposition of Kevin M. Murphy, April 6, 2009, in the Matter of ZF Meritor LLC and Meritor Transmission Corporation v. Eaton Corporation., The United States District Court of Delaware. Case No. 06-CV-623.

Declaration of Kevin M. Murphy, April 16, 2009, in the Matter of Sun Microsystems, Inc., a California corporation v. Hynix Semiconductor Inc., et al.

Declaration of Kevin M. Murphy, April 23, 2009, in the Matter of Sun Microsystems, Inc., a California corporation v. Hynix Semiconductor Inc., a Korean corporation, Hynix Semiconductor America Inc., a California corporation, et al.

Expert Report of Kevin M. Murphy, May 11, 2009, in the Matter of Jim Hood, Attorney General ex rel State of Mississippi v. Microsoft Corporation.

Expert Report of Professor Kevin M. Murphy, June 12, 2009, in the Matter of CITGO Petroleum Corporation v. Ranger Enterprises, Inc., United States District Court for the Western District of Wisconsin.

Expert Report of Kevin M. Murphy, June 24, 2009, in the Matter of Novell, Incorporated v. Microsoft Corporation.

Trial Testimony of Kevin M. Murphy, July 16, 2009, in the Matter of Valassis Communications, Inc. v. News America Incorporated, a/k/a News America Marketing Group, News America FSI, Inc. a/k/a News America Marketing FSI, LLC and News America Marketing In-Store Services, Inc. a/a/a News American Marketing In-Store Services, LLC., The United States Third Circuit Court of Michigan Detroit Division. Case No. 07-706645.

Declaration of Kevin M. Murphy, August 14, 2009, in the Matter of Ebay Seller Antitrust Litigation., United States District Court for the Northern District of California. Declaration submitted in support of defendant Ebay Inc.'s motion for summary judgment.

Expert Report of Kevin M. Murphy, August 21, 2009, in the Matter of Go Computer, Inc., and S. Jerrold Kaplan v. Microsoft Corporation.

Deposition of Kevin M. Murphy, September 16, 2009, in the Matter of Novell, Incorporated v. Microsoft Corporation.

Deposition of Kevin M. Murphy, September 21, 2009, in the Matter of Ebay Seller Antitrust Litigation., United States District Court for the Northern District of California. Deposition in support of defendant Ebay Inc.'s motion for summary judgment.

Expert Report of Kevin M. Murphy, September 29, 2009, in the Matter of Motor Fuel Temperature Sales Litigation., The United States District Court of Kansas. Case No. 07-MD-1840 (MDL 1840).

Trial Testimony of Kevin M. Murphy, October 1, 2009, in the Matter of ZF Meritor LLC and Meritor Transmission Corporation v. Eaton Corporation., The United States District Court of Delaware. Case No. 06-CV-623.

Declaration of Kevin M. Murphy, October 16, 2009, in the Matter of Ebay Seller Antitrust Litigation., United States District Court for the Northern District of California. Declaration in further support of defendant Ebay Inc.'s motion for summary judgment.

Expert Report of Kevin M. Murphy, October 20, 2009, in the Matter of Advanced Micro Devices, Inc., and AMD International Sales & Service, LTD v. Intel Corporation and Intel Kabushiki Kaisha., United States District Court for the District of Delaware.

Deposition of Kevin M. Murphy, October 24, 2009, in the Matter of Go Computer, Inc., and S. Jerrold Kaplan v. Microsoft Corporation.

Deposition of Kevin M. Murphy, October 26, 2009, in the Matter of Motor Fuel Temperature Sales Litigation., The United States District Court of Kansas. Case No. 07-MD-1840 (MDL 1840).

Expert Report of Kevin M. Murphy, December 14, 2009, in the Matter of Payment Card Interchange Fee and Merchant Discount Antitrust Litigation in the U.S. District Court for the Eastern District of New York.

Supplemental Expert Report of Kevin M. Murphy, December 21, 2009, in the Matter of Valassis Communications, Inc. v. News America Incorporated, a/k/a News America Marketing Group, News America FSI, Inc. a/k/a News America Marketing FSI, LLC and News America Marketing In-Store Services, Inc. a/a/a News American Marketing In-Store Services, LLC., The United States Third Circuit Court of Michigan Detroit Division. Case No. 07-706645.

Trial Testimony of Kevin M. Murphy, January 11, 2010, in the Matter of Go Computer, Inc., and S. Jerrold Kaplan v. Microsoft Corporation.

Supplemental Rebuttal Expert Report of Kevin M. Murphy, January 14, 2010, in the Matter of Valassis Communications, Inc. v. News America Incorporated, a/k/a News America Marketing Group, News America FSI, Inc. a/k/a News America Marketing FSI, LLC and News America Marketing In-Store Services, Inc. a/a/a News American Marketing In-Store Services, LLC., The United States Third Circuit Court of Michigan Detroit Division. Case No. 07-706645.

Deposition of Kevin M. Murphy, January 26, 2010, in the Matter of Valassis Communications, Inc. v. News America Incorporated, a/k/a News America Marketing Group, News America FSI, Inc. a/k/a News America Marketing FSI, LLC and News America Marketing In-Store Services, Inc. a/a/a News American Marketing In-Store Services, LLC., The United States Third Circuit Court of Michigan Detroit Division. Case No. 07-706645.

Declaration of Kevin M. Murphy, January 28, 2010, in the Matter of Automobile Antitrust Cases I and II.

Declaration of Kevin M. Murphy, April 2, 2010, in the Matter of the Application for the Determination of Interim License Fees for The Cromwell Group, Inc. and Affiliates, et al.

Deposition of Kevin M. Murphy, April 13-14, 2010, in the Matter of Payment Card Interchange Fee and Merchant Discount Antitrust Litigation in the U.S. District Court for the Eastern District of New York.

Supplemental Expert Report of Kevin M. Murphy, June 8, 2010, in the Matter of Valassis Communications, Inc. v. News America Incorporated, a/k/a News America Marketing Group, News America FSI, Inc. a/k/a News America Marketing FSI, LLC and News America Marketing In-Store Services, Inc. a/a/a News American Marketing In-Store Services, LLC., The United States Third Circuit Court of Michigan Detroit Division. Case No. 07-706645.

EXHIBIT B

**Before the
AMERICAN ARBITRATION ASSOCIATION**

<i>In the Matter of Arbitration Between</i>)	
)	
_____)	
)	
Claimant,)	
)	
-and-)	Case No. _____
)	_____, Arbitrator
_____)	
)	
Respondent.)	
_____)	

CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER

1. This Confidentiality Agreement and Protective Order (the “Agreement”) is intended to protect trade secrets and other commercially sensitive confidential information contained in (i) documents that are produced, given or exchanged by and among the Parties, or produced by non-parties, and deposition testimony provided, as part of discovery in the Proceeding, and (ii) documents and testimony submitted as part of the record in the course of the Proceeding or any review of the Proceeding by the Commission or a court of competent jurisdiction.

2. Definitions.

(a) Arbitrator. “Arbitrator” means _____, or any successor arbitrator assigned to this proceeding.

(b) Authorized Representative. “Authorized Representative” means an individual who has signed and filed a Declaration in the form of Attachment A to this Agreement and is one of the following:

- (i) Outside Counsel of Record for a Reviewing Party to this Proceeding, or any associated attorney, paralegal, clerical staff member or other employee of Outside Counsel of Record’s law firm reasonably necessary to render professional services in this Proceeding;
- (ii) Outside Experts engaged by a Reviewing Party to this Proceeding, or any associated clerical or support staff member or other employee of the Outside

Expert's firm reasonably necessary to render professional services in this Proceeding; and

(iii) the Arbitrator, or any associated clerical or support staff member or other employee reasonably necessary to render professional services in this Proceeding.

(c) Commission. "Commission" means the Federal Communications Commission or any bureau or subdivision of the Commission acting pursuant to delegated authority.

(d) Confidential Information. "Confidential Information" means information, whether in oral or written form, so designated by a Designating Party (hereinafter defined) upon a determination in good faith that such information constitutes trade secrets or commercial or financial information privileged or confidential within the meaning of Exemption 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4) or any other *bona fide* claim of right or privilege. Confidential Information includes additional copies of, notes regarding, and information derived from Confidential Information. Confidential Information also includes transcripts of hearing sessions to the extent described in Paragraphs 5 and 6. Terms of this Agreement referring to Confidential Information apply equally as to Highly Confidential Information (defined below).

(e) Declaration. "Declaration" means a sworn declaration in the form of Attachment A to this Agreement.

(f) Designating Party. "Designating Party" means a person or entity that seeks confidential treatment pursuant to this Agreement for Confidential Information submitted in this Proceeding.

(g) Highly Confidential Information. "Highly Confidential Information" means Confidential Information so designated by a Designating Party upon a determination in good faith that such information would, if disclosed to a current or potential counterparty or competitor of the Designating Party, significantly disadvantage the current or future negotiating or competitive position of the Designating Party or any other party to this Agreement. Highly Confidential Information includes additional copies of, notes regarding, and information derived from, Highly Confidential Information. Highly Confidential Information includes, without limitation, the Protected Third Party Agreements (as defined below).

(h) Outside Counsel of Record. "Outside Counsel of Record" means the firms of attorneys, or sole practitioners, as the case may be, representing the Parties in this Proceeding, including their attorneys, paralegals, clerical staff and other employees of outside counsel, and vendors reasonably necessary to render professional services in this Proceeding. For the avoidance of doubt, Outside Counsel of Record shall exclude any employee of any of the Parties and includes the following law firms only:

[Insert Firm Name]
[Insert Firm Name]

(i) Outside Expert. “Outside Expert” means a person who, in addition to any other work for the Reviewing Party or others, is retained or employed as a *bona fide* expert to furnish testimony and/or technical or other expert advice or service, or who is otherwise engaged to prepare material for the express purpose of participating in this Proceeding, whether full or part time, by or at the direction of the Reviewing Party’s Outside Counsel of Record, as well as personnel associated with such person who provide support or clerical services or other employees of such expert’s firm reasonably necessary to render professional services in this Proceeding. For the avoidance of doubt, Outside Expert shall exclude any employee of any of the Parties.

(j) Parties. The “Parties” to this Proceeding are _____.
No other entity or natural person may become a Reviewing Party in this Proceeding absent the express, written consent of all of the Parties and the express, written authorization of each signatory hereto. No entity or natural person other than one of the Parties or a non-party who produces documents or gives testimony in this Proceeding may become a Designating Party in this Proceeding absent the express, written consent of all of the Parties and the express, written authorization of each signatory hereto.

(k) Reviewing Party. “Reviewing Party” means a Party whose Authorized Representative has signed a Declaration.

(l) Proceeding. “Proceeding” means only the proceeding to arbitrate the dispute between the Parties, known as Case No. _____, currently pending before the American Arbitration Association, and does not include the arbitration or adjudication of any other complaint or matter.

(m) Protected Third Party. “Protected Third Party” shall mean any entity other than the Parties that agrees in writing with the Parties to produce information for this Proceeding as a Designating Party subject to the terms of this Agreement.

(n) Protected Third Party Agreements. “Protected Third Party Agreements” shall mean agreements, together with any term sheets, amendments, extensions, modifications, addenda, and other agreements related thereto, between any Party and any Protected Third Party (or any subsidiaries or affiliates thereof).

3. Claim of Confidentiality. A Designating Party shall, prior to disclosing to any other party any Confidential Information, designate such information (excluding Highly Confidential Information) by placing the legend “CONFIDENTIAL” in a conspicuous place on the front page (or other appropriate place) of each document, record, or other material containing such information. The inadvertent failure to designate a document or data as Confidential Information

does not constitute a waiver of such claim and may be corrected by supplemental written notice at any time, accompanied by a copy of the document or data bearing the appropriate legend, with the effect that such document or data shall be subject to the protections of this Agreement from the time it is designated as Confidential Information.

4. Procedures for Claiming Documents and Data Are Highly Confidential.

(a) Documents or data comprising Protected Third Party Agreements (or any material contained therein or any copies or derivative works thereof) or other Highly Confidential Information shall be designated as Highly Confidential Information for purposes of this Agreement by affixing the legend “HIGHLY CONFIDENTIAL INFORMATION SUBJECT TO CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER IN CASE NO. _____” to the front page of the document or, for data, to the outside of the container or medium in which the data is produced. A Designating Party shall, prior to disclosing to any other party any Highly Confidential Information, ensure that any Reviewing Party (and any representative thereof) is authorized under this Agreement to receive such Highly Confidential Information (including, without limitation, that such Receiving Party has executed the Declaration and that any applicable waiting period has expired). The inadvertent failure to designate a document or data as Highly Confidential Information does not constitute a waiver of such claim and may be corrected by supplemental written notice at any time, accompanied by a copy of the document or data bearing the appropriate legend, with the effect that such document or data shall be subject to the protections of this Agreement from the time it is designated as Highly Confidential Information.

(b) Highly Confidential Information submitted in writing to the Arbitrator shall be filed under seal and shall bear on the front page in bold print, “HIGHLY CONFIDENTIAL INFORMATION SUBJECT TO CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER IN CASE NO. _____.” Such filings shall also comply with Paragraph 13 of this Agreement.

5. Confidential Information in Deposition Testimony, Oral Hearing Testimony and Oral Argument. If any Reviewing Party desires to include, utilize, or refer to any Highly Confidential Information in testimony or exhibits during the Proceeding or during a deposition in such a manner that might require disclosure of such material, it shall serve such Highly Confidential Information in a manner reasonably calculated to ensure that its confidentiality is maintained. Examination of a witness, or other oral presentation, concerning Highly Confidential Information shall be conducted in camera and closed to all persons except Authorized Representatives of Reviewing Parties and the Arbitrator, a witness then testifying, and any reporter engaged to transcribe the Proceeding. Persons present at the Proceeding may not disclose any Highly Confidential Information to any person that is not an Authorized Representative of a Reviewing Party, except that Highly Confidential Information may be used with a witness that has prior knowledge of such information obtained through lawful means.

6. Designation of Confidential Information in Transcripts.

(a) Deposition testimony relating to Protected Third Party Agreements or other Highly Confidential Information shall be designated as Highly Confidential Information by (i) a statement on the record, by counsel, at or before the conclusion of the deposition, or (ii) by written notice, sent by counsel to all parties within five (5) business days after the receipt of the preliminary transcript of the deposition. All deposition testimony shall be considered Highly Confidential Information until five (5) business days from the receipt by counsel of the preliminary transcript, so as to allow for possible designation under subparagraph (a)(ii).

(b) Any portion of the transcripts of oral testimony and oral argument during the Proceeding shall be considered Highly Confidential Information, unless otherwise expressly agreed to by all of the parties to this Agreement whose Highly Confidential Information is contained in any such transcript. The reporter of the Proceeding shall not provide transcripts to anyone other than Outside Counsel of Record for the Parties in this Proceeding and the Arbitrator.

7. Storage of Confidential Information at the Commission. The Arbitrator and any other person to whom Highly Confidential Information is provided shall place the Highly Confidential Information in a non-public file. Highly Confidential Information shall be segregated in the files of the Arbitrator, and shall be withheld from inspection by any person not bound by the terms of this Agreement, unless such Highly Confidential Information is released to the Commission or a court of competent jurisdiction pursuant to paragraphs 11 and 18 hereto.

8. Access to Confidential Information and Highly Confidential Information.

(a) Other than in accordance with Paragraphs 5, 11, and 18 of this Agreement, Confidential Information may be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part only to Authorized Representatives. Before an Authorized Representative may obtain any access to Highly Confidential Information, such person must execute a Declaration.

(b) Notwithstanding anything herein to the contrary, Protected Third Party Agreements or summaries, descriptions, or characterizations of the substance thereof shall not be disclosed to any in-house personnel of a Party, including, but not limited to, any in-house counsel.

(c) Except as otherwise provided in this paragraph, Confidential Information shall not be disclosed to any other person. All persons who obtain Confidential Information in this Proceeding shall ensure that access to that Confidential Information is strictly limited as prescribed in this Agreement and is used only as provided in this Agreement. For the avoidance of doubt, all persons who obtain any Highly Confidential Information in this Proceeding shall comply with the procedures prescribed in paragraphs 4-13 of this Agreement concerning the ongoing designation and use of Highly Confidential Information as such, including, without

limitation, any testimony, transcripts, pleadings, or documents containing or derived from Highly Confidential Information.

(d) Prior to the disclosure of any Protected Third Party Agreement, a Protected Third Party may redact certain portions of such Protected Third Party Agreement (i) that are not relevant to this Proceeding; or (ii) to the extent relevant, as necessary to assure the highest level of confidentiality practicable to protect the Protected Third Party's confidential and proprietary information to the extent not inconsistent with the purposes of this Proceeding. Notwithstanding the foregoing, no Protected Third Party shall redact the terms of a Protected Third Party Agreement that relate to pricing (including surcharges, rebates, or other consideration (monetary or otherwise)), packaging, minimum content, or most-favored-nation protections.

(e) Highly Confidential Information shall only be disclosed to an Outside Expert according to the terms of this subparagraph. If Highly Confidential Information is disclosed to an Outside Expert, for the period extending from the date of the disclosure until [date two years from today], such Outside Expert will not work for any [regional sports network, broadcaster, national programmer, etc.], in connection with securing distribution on any of the Parties' systems; nor, for such period, shall such Outside Expert work for any party (i) in connection with any agreement for the distribution by a multichannel video programming distributor ("MVPD") of programming owned by a Protected Third Party; or (ii) in connection with a negotiation for acquisition of programming or distribution rights in situations where a Protected Third Party also is interested in acquiring or selling the relevant programming (regardless of whether the Protected Third Party previously had any rights to carry or license such programming). Before any Highly Confidential Information is disclosed to any such Outside Expert, each Outside Expert so retained or employed shall sign and file a Declaration to confirm that he or she has read this subparagraph, meets the requirements of this subparagraph, and is bound by the obligations set forth herein. Such Declaration shall be provided to the Parties and the Protected Third Party. Nothing in this paragraph shall preclude an Outside Expert from advising, assisting, or otherwise participating on behalf of a Reviewing Party or a Protected Third Party in future arbitrations or program access proceedings that are not adverse to a Protected Third Party (except for any Protected Third Party that is owned by, affiliated with, or under common ownership with a Reviewing Party) and that are initiated by any MVPD (and any following proceedings at the FCC or in federal court) relating to [RSN carriage agreements, retransmission consent agreements, national programming carriage agreements, etc.], subject to any and all restrictions on the use of confidential information applicable in this, as well as any such future, arbitration or proceeding.

(f) If Highly Confidential Information is disclosed to a person who is Outside Counsel of Record, and such person subsequently becomes an employee of any Party or Protected Third Party, such person shall not be allowed to work for such Party or Protected Third Party (i) in connection with any agreement for the distribution of the programming of a Protected Third Party by an MVPD; or (ii) in connection with a negotiation for acquisition of programming or distribution rights in situations where a Protected Third Party also is interested in acquiring or

selling the relevant programming (regardless of whether Protected Third Party previously had any rights to carry or license such programming) until [date two years from today]. Nothing in this paragraph shall preclude such counsel from advising, assisting, or otherwise participating on behalf of a Reviewing Party in future arbitrations or program access proceedings initiated by any MVPD (and any following proceedings at the FCC or in federal court) relating to [RSN carriage agreements, retransmission consent agreements, national programming agreements, etc.], subject to any and all restrictions on the use of confidential information applicable in this, as well as any such future, arbitration or proceeding.

9. Procedures for Obtaining Access to Confidential Information or Highly Confidential Information. In all cases where access to Confidential Information or Highly Confidential Information by Authorized Representatives is permitted pursuant to Paragraph 8, before reviewing or having access to any Confidential Information or Highly Confidential Information, each person seeking such access shall execute a Declaration, file it with the Arbitrator, and serve it upon the parties hereto by email through their counsel (as identified in the signature block hereto).

10. Disclosure of Confidential Information or Highly Confidential Information. An Authorized Representative may disclose Confidential Information or Highly Confidential Information only to other Authorized Representatives to whom disclosure is permitted under this Agreement.

11. Additional Disclosure. If any Party to this Proceeding seeks review of any decision or order issued by the Arbitrator before the Commission or a court of competent jurisdiction, such Party shall notify the Commission or such court of the existence and terms of this Agreement. In the event of an appeal to the Commission or a court, the unredacted version of any decision or order or pleading containing Highly Confidential Information shall not be filed unless reasonably necessary, in which case, prior to such disclosure, the Parties shall (i) cooperate to have the Highly Confidential Information sealed and any proceedings on review closed; and (ii) seek confidential treatment of such Highly Confidential Information to the maximum extent possible, including, without limitation, treatment in accordance with Sections 0.442 and 0.461 of the Commission's rules, 47 C.F.R. §§ 0.442, 0.461. In addition, a Party submitting Highly Confidential Information to the Commission or a court shall mark and identify such Highly Confidential Information in a manner consistent with Paragraph 13 hereof so as to alert the Commission or court that it is receiving Highly Confidential Information subject to this Agreement.

12. Use of Confidential Information and Highly Confidential Information. Confidential Information and Highly Confidential Information shall be used solely for the preparation and conduct of this Proceeding; shall not be used for any other purpose (including but not limited to competitive business purposes); and shall not be disclosed except in accordance with this Agreement. This Agreement shall not preclude the use of any material or information that is in the public domain or has been developed independently by any other person who has not had access to Confidential Information or Highly Confidential Information nor otherwise learned of

its contents through this Proceeding. Should the Arbitrator rely upon or otherwise make reference to the contents of any of the Highly Confidential Information in his decision in this Proceeding, he will do so by redacting any Highly Confidential Information from the version of his decision made available to the Parties (other than Outside Counsel of Record) and by making the unredacted version of the decision available only to the Commission or a court of competent jurisdiction in accordance with paragraph 11 hereof, and to those persons entitled to access to Highly Confidential Information under this Agreement.

13. Pleadings or Filings Using Highly Confidential Information. Parties may, in any pleadings or other documents that they file in this Proceeding, reference Highly Confidential Information, but only if they comply with the following procedures:

(a) Any portions of the filings that contain or disclose Highly Confidential Information must be physically segregated from the remainder of the filings and filed under seal in accord with the remainder of this paragraph. This requirement is satisfied when a Party files (1) a redacted version of the document; and (2) a non-public version of the document (of which only one copy should be filed) that contains the Highly Confidential Information and bears the legend set forth in Paragraph 13(c);

(b) The portions or versions of pleadings containing or disclosing Highly Confidential Information must designate the specific portions of the pleading containing such Highly Confidential Information;

(c) The cover page and each page of any Party's filing that contains or discloses Highly Confidential Information subject to this Agreement must be clearly marked: "HIGHLY CONFIDENTIAL INFORMATION SUBJECT TO CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER IN CASE NO. _____"; and

(d) The Highly Confidential version of the pleading, to the extent it is required to be served, shall be served upon the Arbitrator and Outside Counsel of Record that have signed the Declaration. Such Highly Confidential versions shall be filed under seal, and shall not be placed in any public file or shared with any other party or person, except as expressly provided by this Agreement. Except as provided above, Parties may not provide courtesy copies of pleadings containing Highly Confidential Information to any other person.

14. Client Consultation. Nothing in this Agreement shall prevent or otherwise restrict Outside Counsel of Record from rendering advice to their clients relating to the conduct of this Proceeding or any subsequent administrative or judicial proceeding arising therefrom and, in the course thereof, relying generally on examination of Confidential Information or Highly Confidential Information; *provided, however*, that in rendering such advice and otherwise communicating with such client, Outside Counsel of Record shall not disclose Confidential Information or Highly Confidential Information except as consistent with this Agreement.

15. Violations of Agreement.

(a) Should a Party that has obtained access to Highly Confidential Information under this Agreement violate any of its terms, it shall immediately convey that fact to the Designating Party and to any Protected Third Party whose Highly Confidential Information has been utilized in violation of this Agreement, any of whom may choose to bring it to the attention of the Arbitrator or the Commission as appropriate. Further, should such violation consist of improper disclosure or use of Highly Confidential Information, the violating party shall take all necessary steps to remedy the improper disclosure or use. The violating party shall also immediately notify the Designating Party and any Protected Third Party whose Highly Confidential Information has been utilized in violation of this Agreement, in writing, of the identity of each party known or reasonably suspected to have obtained the Highly Confidential Information through any such disclosure. The Arbitrator retains full authority to fashion appropriate sanctions for violations of this Agreement, including but not limited to denial of further access to Highly Confidential Information in this Proceeding.

(b) The parties hereto agree that Highly Confidential Information is of special, unique and extraordinary character, and that a Protected Third Party's ability to pursue damages alone would be an inadequate remedy for a breach of this Agreement. In the event that any Protected Third Party believes that use of its Highly Confidential Information in violation of this Agreement has occurred or is about to occur, or that any other party hereto has breached or is about to breach this Agreement, such Protected Third Party shall be entitled to seek an injunction restraining any such violation or breach or threatened violation or breach and enforcement of this Agreement by a decree of specific performance requiring each party hereto to fulfill its obligations under this Agreement, in any such case without the necessity of showing economic loss or other actual damage and without any bond or other security being required. Protected Third Parties also shall have the right to seek appropriate relief from the Commission and, to the extent that the Commission's authority is so delegated, the staff of the Commission. Nothing in this Agreement shall limit any other rights and remedies available to a Protected Third Party at law or equity against any person using Highly Confidential Information in a manner not authorized by this Agreement.

(c) Each Protected Third Party shall have all of the rights and remedies identified herein only individually with respect to its own Highly Confidential Information; no Protected Third Party shall be required to act in concert or coordination with any other Protected Third Party to exercise its rights and remedies hereunder.

16. Termination of Proceeding. Within fifteen (15) days after final resolution of this Proceeding (which includes any administrative or judicial appeals), Authorized Representatives of Reviewing Parties shall make their best efforts to destroy all Highly Confidential Information as well as all copies and derivative materials made therefrom, and shall certify in a writing served on the parties hereto that such best efforts have been conducted to ensure that no Highly Confidential Information has been retained by any person having access thereto, except that the

Arbitrator and each Outside Counsel of Record representing a Reviewing Party may retain two paper copies and one electronic copy of all pleadings filed in this Proceeding and all transcripts created in connection with this Proceeding, regardless of whether such pleadings or transcripts contain Highly Confidential Information. Any Highly Confidential Information contained in any copies of pleadings or transcripts retained or in materials that have been destroyed pursuant to this paragraph shall be protected from disclosure or use indefinitely in accordance with this Agreement unless such Highly Confidential Information is released from the restrictions of this Agreement either through agreement of the parties or as otherwise expressly set forth herein. Authorized Representatives shall have a continuing obligation to destroy any previously undestroyed documents if and when they are discovered.

17. No Waiver of Confidentiality. Disclosure of Confidential Information or Highly Confidential Information as provided herein shall not be deemed a waiver by the Designating Party or any Protected Third Party of any entitlement to confidential treatment of such information. Reviewing Parties, by viewing these materials:

- (a) agree not to assert any such waiver;
- (b) agree not to use Confidential Information or Highly Confidential Information in any proceeding other than such as permitted herein unless obtained independently of this Proceeding; and
- (c) agree that accidental disclosure of Confidential Information or Highly Confidential Information shall not be deemed a waiver of entitlement to confidential treatment of such information.

18. Subpoena by Courts, Departments, or Agencies. If a court or a federal or state department or agency issues a subpoena or orders production of Highly Confidential Information that a party has obtained under terms of this Agreement, such party shall promptly notify in writing each Designating Party, and any Protected Third Party whose Highly Confidential Information is affected, of the pendency of such subpoena or order. Consistent with the independent authority of any court, department, or agency, the party to whom the subpoena or order is directed shall not provide or otherwise disclose Highly Confidential Information prior to providing the Designating Party and Protected Third Party notice and waiting fifteen (15) business days so that the Designating Party and Protected Third Party shall have an opportunity to contest the validity of the subpoena or order of production through appeal or seek a confidentiality order or other protection against disclosure of any Highly Confidential Information.

19. Additional Rights Preserved. The execution of this Agreement is without prejudice to the rights of the Designating Party or any Protected Third Party to apply for additional or different protection where it is deemed necessary or to the rights of Reviewing Parties to request further or renewed disclosure of Confidential Information or Highly Confidential Information.

20. Effect of Agreement. This Agreement, which has been entered for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, constitutes an agreement among the parties hereto and the persons executing the attached Declaration. This Agreement and its protections will continue in force indefinitely. This Agreement, together with all attachments, constitutes the full and entire understanding and agreement among the parties with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof. This Agreement has been prepared by all of the parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any party hereto.

21. Severability. In the event that one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall automatically be replaced with one that incorporates the original intent of the parties to the maximum extent permitted by law and the balance of the Agreement shall be enforced in accordance with its terms.

22. No Third Party Beneficiaries. No provision of this Agreement shall confer upon any person other than the parties hereto any rights or remedies hereunder.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

Dated: _____

[SIGNATURE BLOCKS FOR COUNSEL]

SO ORDERED AND ENTERED,

Dated: _____

Arbitrator

**Before the
AMERICAN ARBITRATION ASSOCIATION**

In the Matter of Arbitration Between

_____)

Claimant,)

-and-)

_____)

Respondent.)

Case No. _____)

_____, Arbitrator)

DECLARATION

I, _____, hereby declare under penalty of perjury that I have read the Confidentiality Agreement and Protective Order that has been executed by the parties and entered by the Arbitrator with respect to the above-captioned Proceeding, and that I agree to be bound by its terms pertaining to the treatment of Confidential Information and Highly Confidential Information submitted by parties to this Proceeding. I understand that the Confidential Information and Highly Confidential Information shall not be disclosed to anyone except in accordance with the terms of the Confidentiality Agreement and Protective Order and shall be used only for purposes of the above-captioned Proceeding (except as otherwise provided in the Confidentiality Agreement and Protective Order). In particular, I will not use the Highly Confidential Information for competitive commercial or business purposes, including competitive decision-making. I acknowledge that a violation of the Confidentially Agreement and Protective Order may be referred to the Federal Communications Commission. I acknowledge that this Declaration is also a binding agreement with the parties to the Confidentiality Agreement and Protective Order.

To the extent that I am an Outside Expert as described in paragraph 8(e) of the Confidentiality Agreement and Protective Order, I acknowledge that I have read subparagraph 8(e) of the Confidentiality Agreement and Protective Order and agree, in addition to the restrictions set forth above, to be bound by the obligations described in subparagraph 8(e). I understand and agree to comply with the procedures described in paragraph 16 of the Confidentiality Agreement and Protective Order regarding the destruction or return of all Confidential Information and Highly Confidential Information to which I have access as well as any copies and derivative materials made, including the continuing obligation to destroy any previously undestroyed documents if and when they are discovered.

(signed) _____

(printed name) _____

(representing) _____

(title) _____

(employer) _____

(address) _____

(phone) _____

(date) _____