

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

_____))
In the Matter of))
))
Distribution of the 2004, 2005, 2006))
2007, 2008 and 2009))
Cable Royalty Funds))
_____))

Docket No. 2012-6 CRB CD 2004-2009
(Phase II)

_____))
In the Matter of))
))
Distribution of the 1999-2009))
Satellite Royalty Funds))
_____))

Docket No. 2012-7 CRB SD 1999-2009
(Phase II)

**WRITTEN REBUTTAL STATEMENT REGARDING CLAIMS ISSUES
OF THE MPAA-REPRESENTED PROGRAM SUPPLIERS**

**VOLUME I OF II
WRITTEN OBJECTIONS AND EVIDENCE**

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Dated: October 15, 2014

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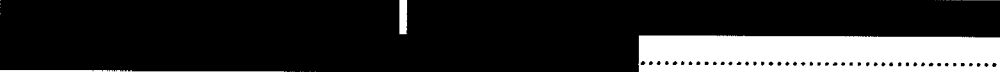


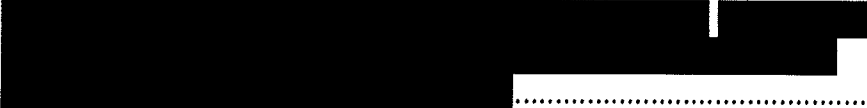

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Written Objections

Before the
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) **Docket No. 2012-6 CRB CD 2004-2009**
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Distribution of the 1999-2009) **(Phase II)**
Satellite Royalty Funds)
)

**MPAA’S WRITTEN OBJECTIONS REGARDING CLAIMS MADE BY
INDEPENDENT PRODUCERS GROUP**

The Motion Picture Association of America, Inc. (“MPAA”), on behalf of its member companies and other producers and/or distributors of syndicated series, movies, specials, and non-team sports broadcast by television stations who have agreed to representation by MPAA (“MPAA-represented Program Suppliers”), in accordance with the August 29, 2014 Order Of Consolidation And Amended Case Schedule (“August 29, 2014 Order”) issued by the Copyright Royalty Judges (“Judges”), hereby submits its Written Rebuttal Statement Regarding Claims (“WRS”), which sets forth its written objections to the claims presented by Independent Producers Group (“IPG”) in this consolidated proceeding (“Written Objections”).¹

¹ See August 29, 2014 Order at Exhibit A, n.1 (“Any participant objecting to distribution to or on behalf of any claimant or claimant’s representative must state the objection in writing and present competent evidence substantiating the objection.”).

Volume I of the WRS comprises the Written Objections and supporting evidence, including affidavits and other documentary evidence MPAA obtained from copyright owners that IPG purports to represent in this proceeding; the Declaration of Gregory O. Olaniran and its related exhibits;² appendices containing summary charts of the proposed disposition of issues; and the Written Rebuttal Testimony of Jeff Rovin.

In Volume II of the WRS, MPAA submits certified copies of the public records it relies upon in its arguments. MPAA requests that the Judges take judicial notice of those records as part of the WRS.

I. INTRODUCTION

The discussion in the Written Objections section of this WRS is organized as follows:

- Section II discusses the legal standards governing the eligibility of claimants to receive royalties in this proceeding;
- Section III explains why IPG's claims are not entitled to a presumption of validity in this proceeding; or, if any presumption ever applied, why the evidence presented by MPAA successfully rebuts that presumption;
- Section IV discusses the substance of MPAA's objections to IPG's claim to represent certain claimants and titles;
- Section V explains why IPG's witnesses lack credibility; and
- Sections VI and VII address those titles that IPG has claimed simultaneously in both the Program Suppliers and Devotional categories.

² The exhibits attached to the Declaration of Gregory O. Olaniran ("Olaniran Declaration") are true and correct copies of documents that IPG produced to MPAA in discovery in connection with this proceeding.

As a threshold matter, although the Judges have in previous cases held parties' claims to be presumptively valid and only rebuttable by sufficient evidence, IPG is not entitled to such a presumption in this case. As explained in detail herein, in the instant proceeding, IPG is attempting to maintain claims for multiple entities that the Judges already have ruled are unauthorized. Furthermore, with this WRS, several entities submit affidavits that demonstrate the overall lack of veracity of IPG's claims. To wit, IPG:

(1) Filed joint claims for the 2004-2009 cable and 1999-2009 satellite royalty years without authority to do so by some of the entities included in those claims;³

(2) Misrepresented to the Judges, both in pleadings and in hearings, that IPG represents or represented entities that had terminated IPG as their agent years before those representations;⁴

(3) Ignored entities' requests to notify the Judges that IPG was not authorized to represent them;⁵

(4) Included multiple entities on its Petitions to Participate and in its Written Direct Statements in the instant proceeding without authority to do so;⁶

³ See Affidavit of Nancy R. Alpert of A&E Networks ("AETN") at ¶¶ 2, 10 ("Alpert Affidavit"); Affidavit of Mikael Borglund of Beyond International Limited ("Beyond") at ¶ 7 ("Borglund Affidavit"); Affidavit of Diane Eskenazi of Golden Films Finance Corporation ("Golden Films") at ¶ 4 ("Eskenazi Affidavit"); Affidavit of Tim Cook of Pacific Family Entertainment ("Pacific") at ¶ 4 ("Cook Affidavit"); Affidavit of Juan Dominguez of Pacific at ¶ 4 ("Dominguez Affidavit"); Affidavit of Margaret Dale, Olaniran Declaration at Exhibit 10 ("Dale Affidavit") at ¶ 2; Affidavit of Worldwide Pants ("WPI") Representative Fred Nigro at ¶¶ 7, 10 ("Nigro Affidavit").

⁴ See Alpert Affidavit at ¶¶ 4-10; Eskenazi Affidavit at ¶ 2; Affidavit of Vernon Chu of BBC Worldwide Americas, Inc. ("BBC-WA") at ¶ 2 ("Chu Affidavit"); Nigro Affidavit at ¶¶ 7, 10.

⁵ See Alpert Affidavit at ¶¶ 6-8, 10; Eskenazi Affidavit at ¶ 2 and Exhibit A; Affidavit of Ed Safa of LATV Networks, successor in interest to Urban Latino TV, LLC ("Urban Latino") at ¶ 3 and Exhibit A ("Safa Affidavit").

⁶ See Alpert Affidavit at ¶¶ 8, 10; Borglund Affidavit at ¶¶ 5-6; Cook Affidavit at ¶ 3; Dominguez Affidavit at ¶ 3; Eskenazi Affidavit at ¶ 3; Safa Affidavit at ¶ 4; Nigro Affidavit at ¶¶ 2-10; Dale Affidavit at ¶ 2 and Exhibit A; *see also* Olaniran Declaration at Exhibit 11.

(5) Pressured unwary entities that had never engaged IPG, or that had terminated IPG, and engaged in a phishing-style scam designed to dupe them into confirming non-existent or terminated representation agreements;⁷

(6) Maliciously threatened copyright owners with litigation if they did not provide information to IPG regarding their programming, despite the copyright owners' stated concerns that they were not entitled to receive royalties in the Phase II proceedings before the Judges;⁸ and

(7) Withheld documents in discovery demonstrating that entities claimed by IPG had terminated IPG as their agent, despite the Judges' order that all such documents be produced to MPAA.⁹

As discussed *infra*, in light of the compelling evidence obtained by MPAA, and based on the Judges' prior rulings, IPG is not entitled to a presumption of validity as to *any* of its cable or satellite claims in this proceeding.

Moreover, IPG has failed to meet its burdens of production, proof, and persuasion: (1) that it has authority to represent certain claimants in these proceedings; (2) that numerous IPG-claimed entities are entitled to receive royalties in this proceeding; and (3) that its claimants are entitled to royalties for certain works. Where IPG has failed to meet these burdens, its claimants and/or the works for which it seeks compensation must be dismissed from IPG's case.

In substance, *first*, MPAA seeks dismissal of various IPG claimants on the following six bases: (A) the IPG claimant was dismissed by the Judges in another proceeding or awarded to

⁷ See Alpert Affidavit at ¶ 9; Borghund Affidavit at ¶¶ 5-6; Cook Affidavit at ¶ 3; Dominguez Affidavit at ¶ 3; Eskenazi Affidavit at ¶ 3; Safa Affidavit at ¶ 4; Affidavit of Ron Devillier on behalf of Deviller Donegan Enterprises, LP ("DDE") at ¶¶ 3-12 ("Devillier Affidavit"); Nigro Affidavit at ¶¶ 8-9.

⁸ See Devillier Affidavit at ¶¶ 3-12; Dale Affidavit at Exhibit B.

⁹ See Amended Joint Order On Discovery Motions at 13, 14, and 23 (July 30, 2014). The majority of the documents attached to the affidavits cited above and discussed *infra* at pp. 14-20 were not produced by IPG in discovery in this proceeding.

MPAA, and the same ruling should apply here because IPG has not provided any additional evidence warranting a different ruling; (B) the claimant has terminated IPG or disavowed IPG as its authorized representative; (C) IPG failed to produce any credible evidence of IPG's engagement by the claimant at the time IPG filed cable and satellite royalty claims on the claimant's behalf; (D) the claimant refused to confirm IPG as its authorized representative in this proceeding, and thus forfeited all of IPG's purported claims on its behalf; (E) the claimant failed to file claims for one or more royalty years; and (F) IPG failed to produce any evidence that its purported claimant verified its authority to collect retransmission royalties for the titles IPG associated with the claimant. One or more of these six bases apply to numerous individual IPG claimants. Accordingly, for ease of reference, the WRS includes Appendix A, which provides charts for both cable and satellite, on a royalty-year-by-royalty-year basis, identifying each IPG claimant MPAA seeks to dismiss from IPG's Written Direct Statements and the basis or bases for dismissal.¹⁰ Also, at the beginning of each section of the argument discussing the basis for dismissal, MPAA identifies the specific IPG-claimed entities to which the basis applies. Because the IPG-claimed entities affected by bases (D), (E), and (F) above are numerous, those entities are identified on Appendices B, C, and D respectively. As explained more fully herein, all of these IPG-claimed entities should be dismissed from IPG's Written Direct Statements.

Second, with regard to the 105 titles that IPG has cross-claimed in the Program Suppliers category and the Devotional category, IPG failed to meet its burdens of production, proof, and persuasion as to these titles, because IPG: (1) failed to evaluate the programs and produce any evidence as to the proper categorization of the programs, improperly attempting to shift the burden of proof to MPAA and the Settling Devotional Claimants ("SDC"); and (2) failed to

¹⁰ MPAA also identifies the royalty years for which IPG has indicated it is not pursuing a royalty claim in this proceeding for each IPG-claimed entity on Appendix A by using the notation "N/A."

produce exemplars of the actual television programs that were broadcast on television stations and retransmitted by cable and satellite carriers during the years at issue in this proceeding. In light of IPG's failure to meet its burdens in connection with the cross-claimed titles, all of these titles should be dismissed, and the Judges should not even reach the issue of how the programs should have been categorized.

Nevertheless, if the Judges reach the issue of program categorization with respect to these cross-claimed titles, the Judges' determination should be limited to those few titles for which IPG provided program exemplars. For those titles, MPAA presents the expert testimony of Jeff Rovin, an accomplished professional writer and media consultant with substantial experience in the film and television industry. As Mr. Rovin explains, only eight of the titles on the 13 purported DVD exemplars produced by IPG match titles on the list of IPG's 105 cross-claimed titles in Exhibit IPG-2. Mr. Rovin evaluated these eight programs and concludes that seven of the eight titles should be categorized as programs falling within the Program Suppliers category, while one should be categorized as a Devotional program. Mr. Rovin explains the basis for his conclusions in his testimony.

II. LEGAL FRAMEWORK FOR DETERMINATION OF VALID CLAIMS

To award royalties to a party under Sections 111 and 119 of the Copyright Act, 17 U.S.C. §§ 111 and 119 *et seq.* (hereinafter "Section 111" and "Section 119"), the Judges must first determine whether the party is eligible to receive such royalties. Claimants seeking statutory license royalties "are entitled...to nothing if they do not meet the terms of eligibility under the statute and its implementing regulations."¹¹ In order to be eligible to receive Section 111 or 119 royalties, a copyright owner must file a claim with the Office "during the month of July in each

¹¹ *Universal City Studios LLLP v. Peters*, 402 F.3d 1238, 1244 (D.C. Cir. 2005).

year” following the year for which the copyright owner seeks Section 111 or 119 royalties.¹² Claims filed after the deadline are impermissible, and a filed claim may not be subsequently amended to add an entity (or entities) not listed on the original filed claim.¹³

Only the copyright owner or its “duly authorized representative” may file a claim for Section 111 or 119 royalties.¹⁴ A copyright owner may file a claim on its own (a single claim) or agree to have its claim become part of a list of claims filed by a duly authorized agent (a joint claim).¹⁵ There are strict regulatory requirements for filing joint claims. A joint claim must include a declaration affirming the filing agent’s authority to file the claim on behalf of all the copyright owners listed thereon, the veracity of the information contained in the joint claim, and the good faith of the person filing the claim.¹⁶ The regulations also require each claim to bear an original signature of the copyright owner or the “duly authorized representative or representatives of a copyright owner,”¹⁷ and impose legal penalties for “fraud and false statements.”¹⁸ These regulatory requirements were adopted to deter the filing of “fraudulent claims.”¹⁹

¹² 17 U.S.C. §§ 111(d)(3) and (4)(A); 17 U.S.C. §§ 119(b)(4) and (5)(A); 37 C.F.R. § 360.2.

¹³ See *Universal City Studios*, 402 F.3d at 1241; 59 Fed. Reg. 63025, 63028 (December 7, 1994).

¹⁴ See 17 U.S.C. §§ 111(d)(3) and (4)(A); 119(b)(4) and (5)(A); 37 C.F.R. §§ 360.3(b)(2)(vi) and (vii). Also, in a dispute between a copyright owner and a syndicator over which was entitled to retransmission royalties, the D.C. Circuit held that it was appropriate for the Copyright Royalty Tribunal (“CRT”) to establish a rule of distribution that the royalties will always be distributed initially to the syndicator. See *Nat’l Broadcasting Co. v. Copyright Royalty Tribunal*, 848 F.2d 1289, 1296 (D.C. Cir. 1988).

¹⁵ 17 U.S.C. § 111(d)(4)(A); 119(b)(5)(A); 37 C.F.R. §§ 360.3(b)(1)(v) and (vii); 37 C.F.R. §§ 360.3(b)(2)(v) and (vi).

¹⁶ 37 C.F.R. §§ 360.3(b)(2)(ii), (vi), and (vii).

¹⁷ 37 C.F.R. § 360.3(b)(2)(vi).

¹⁸ See 37 C.F.R. § 252.3(b)(2)(vii) (Office regulation under the CARP system); 37 C.F.R. § 360.3(b)(2)(vii) (same provision in the Judges’ regulations).

¹⁹ See 69 Fed. Reg. 61325, 61327 (October 18, 2004).

Similarly, only the copyright owner or its duly authorized agent may participate in cable royalty distribution proceedings before the Judges. Any counsel or representative submitting a joint petition to participate in a cable or satellite royalty distribution proceeding must certify that “as of the date of submission of the joint petition, such counsel or representative has the authority and consent of each of the participants to represent them in the royalty distribution proceeding.”²⁰

IPG is not entitled to participate in this proceeding in its own right because it is neither a “copyright owner” nor an assignee of a copyright interest.²¹ Therefore, IPG’s role in this proceeding is limited to that of an authorized agent of copyright owners of programming entitled to Section 111 or 119 royalties who submitted timely, valid claims to such royalties. However, there is solid evidence demonstrating that, even in that limited capacity, IPG is not currently (and in some cases, was never) an authorized representative of many of the copyright owners it purports to represent in these proceedings.

In the 2000-2003 Cable Phase II Proceeding,²² the Judges dismissed no less than forty-five of IPG’s claimants as unauthorized – many of which IPG is claiming to represent *again* in the instant proceeding.²³ In so doing, the Judges made the following observations and rulings:

²⁰ 37 C.F.R. § 351.1(b)(2)(ii)(E).

²¹ See Order On Joint Sports Claimants’ Motion For Summary Adjudication Dismissing Claims Of Independent Producers Group at 5-7 (August 29, 2014) (“FIFA Order”) (“The right to ‘apply for and collect’ royalties is not one of the exclusive rights enumerated in section 106.”); see also Order Denying IPG Motion For Clarification And Reconsideration of Preliminary Hearing Order Relating To Claims Challenged By MPAA, Docket No. 2008-2 CRB CD 2000-2003 (Phase II) (May 23, 2013) (“May 23, 2013 Order”); Memorandum Opinion And Order Following Preliminary Hearing On Validity Of Claims, Docket No. 2008-2 CRB CD 2000-2003 (Phase II) at 8 (March 21, 2013) (“March 21, 2013 Order”); Ruling And Order Regarding Claims, Docket No. 2008-1 CRB CD 98-99 (Phase II) at 12 (June 18, 2014) (“June 18, 2014 Order”).

²² Docket No. 2008-2 CRB CD 2000-2003 (Phase II).

²³ See March 21, 2013 Order at Exhibit B. The Judges also dismissed an additional thirty-seven IPG claimants as to one or more royalty years based on IPG’s stipulation that those claimants either failed to file a Section 111 claim or were not pursuing royalties. See *id.* at Exhibit A.

IPG offered a patchwork of documents to evidence its authority to represent claimants in this proceeding: representation agreements, “Mandate Agreements”, email strings, and hard copy correspondence. In some instances, IPG produced unauthenticated email correspondence between [Marian] Oshita or [Denise] Vernon and an alleged principal claimant. IPG also offered self-serving correspondence that purported to forward an unexecuted representation agreement to document an oral or informal agreement. Some of the correspondence and form agreements were dated outside the necessary timeframe to establish the agency relationship necessary for IPG to be a claimant’s authorized representative. Some of the correspondence consisted of exchanges of titles without more. In many instances, IPG offered communications that referenced attachments that were not offered in evidence. Not surprisingly, MPAA objects to IPG’s evidence as insufficient to establish valid contracts between IPG and the claimants it purports to represent. IPG asks the Judges to excuse the gaps in IPG’s paper trails and cobble together valid, binding, and enforceable writings from the evidence at hand.

Unexecuted copies of alleged agreements cannot establish IPG’s authority. Self-serving unilateral assertions of an agreement do not suffice. An email communication listing program titles or code numbers is not an agreement as it lacks sufficient essential terms. Email correspondence in 2012 asking for an agreement authorizing representation for royalty years 2000-2003 and for clarification of program titles falls far outside the boundaries of the requirement of authority to file a claim and fails to establish the necessary authority.

Extension agreements alone, without the underlying agreement, cannot establish the validity of the original representation or provide a basis to ascertain all of the essential terms of the alleged original agreement, such as temporal or geographic limitations, affiliated claimants, the authority of the signer, *etc.* Notwithstanding these shortcomings, an extension agreement signed by the claimant signifies agreement to representation for the period covered by the extension agreement only and is sufficient to establish the existence of the necessary relationship. The terms of that agreement remain for IPG and the claimant to ascertain.²⁴

Significantly, the Judges recognized that “[a]mbiguous indicia of retroactive ratification of asserted authority are insufficient to establish that authority was in place when a claim was

²⁴ See March 21, 2013 Order at 4-5.

filed.”²⁵ This particular ruling is instructive in the instant proceeding, where IPG has attempted to solicit no less than 276 different parties to sign a document acknowledging IPG as their authorized representative *many years after* IPG filed cable and satellite claims as those entities’ purported agent, and *several months after* IPG filed its Petitions to Participate in this proceeding, attesting that it had those entities’ “authority and consent” to list each of them as IPG-represented claimants.²⁶

III. BURDEN OF PROOF AND EVIDENTIARY PRESUMPTIONS

In the 2000-2003 Cable Phase II Proceeding, and again in the 1999 Cable Phase II Proceeding, the Judges determined that IPG bore the burden of proof as to the validity of its claims.²⁷ The same ruling is warranted in the instant proceeding.

In the 1999 Cable Phase II Proceeding, the Judges ruled that IPG’s inclusion of the fictitious entity Tracee Productions on its joint claim was “not valid,” and that IPG should have “timely and affirmatively withdrawn the claim to eliminate the taint of fraud associated with its claims on behalf of Tracee Productions.”²⁸ In light of these findings, the Judges eliminated the presumption of validity “as to any claim IPG identified in its Petition to Participate.”²⁹ As the Judges explained:

The measured and appropriate remedy for the conduct of IPG and Mr. Galaz is not to distort agency law to the detriment of innocent

²⁵ See *id.* at 5, n. 10 (citing 37 C.F.R. § 360(b)(2)).

²⁶ See Olaniran Declaration at Exhibits 25-30; see also 37 C.F.R. § 351.1(b)(2)(ii)(E).

²⁷ See May 23, 2013 Order at 3 (“IPG asserts that the Judges erred in requiring it to bear the burden of proof on its own claims. This assertion defies logic. The burden of proof is never on an opponent to prove the negative.”); June 18, 2014 Order at 11 (“IPG must...bear the burden of producing evidence of the validity of its claims.”).

²⁸ June 18, 2014 Order at 4.

²⁹ See *id.* at 7.

claimants, but rather...to eliminate the presumption of validity as to any claim identified by IPG in its Petition to Participate. That remedy equitably balances: (i) the need for honest filings to protect the integrity of the royalty distribution; (ii) the burdens and benefits of demonstrating and contesting the *bona fides* of any claim prosecuted by a participant that has apparently engaged in misconduct; and (iii) the rights of all good faith claimants.³⁰

Similarly, IPG's 1999 satellite claim no. 165 includes Tracee Productions,³¹ the same fictitious entity the Judges recognized as tainting IPG's claims in the 1999 Cable Phase II Proceeding. Beyond the taint of this second improper claim on behalf of Tracee Productions, there is also compelling evidence of pervasive lack of veracity of IPG's claim in many other royalty years for many other claimants.³²

A. IPG Intentionally Misled The Judges As To Who It Was Authorized To Represent In A Hearing Concerning The Distribution Of The 2004-2009 Cable And 2004-2009 Satellite Royalty Years.

On December 14, 2011, the Judges held a hearing to address IPG's objection to the amounts of Phase II reserves, proposed by the Phase I Parties for 2004-2009 cable and satellite royalty funds, following the Phase I settlement for those years. To justify IPG's objection to the proposed Phase II reserve amounts (which IPG deemed too low), IPG's counsel, Brian Boydston, appeared before the Judges to tout the supposed vastness of IPG's claims for the 2004-2009 cable and satellite royalty years:

³⁰ *See id.*

³¹ *See* MPAA WRS Vol. II at Exhibit 3.

³² Recently, the Judges ruled that they "would not hesitate to revisit" the issue of whether debarment or further sanctions against IPG are necessary should they be presented with "evidence of any new misconduct by Mr. Galaz or IPG." June 18, 2014 Order at 7. MPAA respectfully submits that the evidence discussed herein constitutes such new evidence, and thus warrants revisiting this issue.

[W]e came here today willing to freely share some of IPG's representation agreements with some of its clients to try and dispel this notion that IPG may be, to use a colloquialism, "blowing smoke" and may really have no real claims.

We do. *When I say we have 250 to 350 different producers that we represent, that is not a lie. That is true.* And today, in these proceedings, not this minute but at a more appropriate time at a break or when we conclude, we will hand out to every party here – and the panel if the panel is interested, although I think it's mainly the parties who want to see this – ten representative agreements that IPG has with ten prominent independent producers, including such entities as Worldwide Pants, the producers of the David Letterman show; the BBC, British Broadcasting Company; the Academy of Television, which produces the Emmys; and A&E Television; other names that are easily recognizable and that one, from seeing it, can conclude will likely produce a substantial claim in these royalty proceedings.³³

Mr. Boydston's December 14, 2011 representations were inaccurate and misleading. Mr. Boydston was aware, or should have been aware, when he made his statements, that all but one of the so-called "prominent independent producers" he identified as IPG-represented entities had already *terminated* IPG as their agent years before.³⁴ Further, as discussed *infra*, IPG has continued to claim representation of scores of other copyright owners who either have terminated IPG, who have no record of ever engaging IPG at all, or whose representation IPG itself cannot substantiate.

B. In This Proceeding, IPG Has Included Numerous Entities On Its Petitions To Participate And In Its Written Direct Statements That It Does Not Have Authority To Represent.

As noted above, entities who file claims on behalf of copyright owner claimants are agents. Accordingly, "claimants may pursue their claims before the Judges even if such claims

³³ In the Matter of Distribution of the 2004-2009 Cable Royalty Funds and 2004-2009 Satellite Royalty Funds, Docket Nos. 2007-3 CRB CD 2004-2005, *et al*, Tr. at 53:5-22, 55:1-5 (Boydston) (emphasis added) (December 14, 2011).

³⁴ AETN, BBC-WA, and WPI all terminated IPG as their agent prior to December 14, 2011. *See text infra*.

are initially filed on their behalf by another.”³⁵ In the 2000-2003 Cable Phase II Proceeding, faced with numerous entities who either had terminated IPG as their agent, or who had affirmatively disavowed IPG’s authority to represent them in notices filed with the Judges, the Judges ruled that, “[w]here a claimant has unambiguously manifested that it no longer wants a particular entity to represent its interests in these proceedings, the Judges will honor that request.”³⁶ Consistent with this ruling, the Judges notified the parties that they would accept affidavits from claimants in order to resolve conflicting claims of representation in the current proceedings.³⁷

In IPG’s 2004-2009 cable and 1999-2009 satellite claims, its Petitions to Participate, and its Exhibit IPG-1, IPG has included at least *fifteen* entities who either have terminated IPG as their agent or have disavowed that IPG ever had the authority to represent them in proceedings before the Judges. MPAA has obtained from nine of these entities (or, in the case of Fédération Internationale de Football Association (“FIFA”), received in discovery) affidavits expressing not only IPG’s lack of authority to represent them, but also describing various misrepresentations that IPG’s principals and counsel made to them in connection with this proceeding.³⁸

The following are nine entities that have submitted herewith affidavits to the Judges concerning IPG’s lack of authority to represent them:

³⁵ March 21, 2013 Order at 8.

³⁶ Final Distribution Order, 78 Fed. Reg. 64984, 64988 (October 30, 2013) (“Final Distribution Order”).

³⁷ See Notice Of Participants, Commencement Of Voluntary Negotiation Period, And Case Scheduling Order at 2 (September 23, 2013) (“In the case of conflicting claims, the Judges will determine representation of the claimant based upon affidavits from the specific claimant only.”).

³⁸ Each of the nine entities that provided affidavits to MPAA is either represented by MPAA in this proceeding, or approached MPAA on its own after terminating IPG as its agent. For the other six entities, MPAA obtained copies of the termination letters either from public filings or in discovery from IPG. Because MPAA has limited its evidence as stated, it is likely that other entities within the remainder of the IPG-only claimants group are also unauthorized.

AETN. Nancy Alpert, Senior Vice President and Deputy General Counsel of AETN, submits an affidavit stating that AETN terminated IPG as its agent on April 1, 2003, and again on September 23, 2003.³⁹ Notwithstanding the termination, IPG continued to file claims on AETN's behalf for the 2003, 2004, and 2005 cable and satellite royalty years.⁴⁰ IPG also misrepresented to the Judges in various filings, and in the December 14, 2011 hearing, that it was AETN's authorized representative. Upon discovering IPG's shenanigans, AETN sent a *third* termination letter to IPG on December 30, 2011, and simultaneously sent a letter to the Judges explaining that IPG was not authorized to represent AETN.⁴¹ Despite the clarity of AETN's correspondence, IPG continued to improperly hold itself out as AETN's authorized representative, listing AETN as an IPG-represented claimant in the 2000-2003 Cable Phase II Proceeding and receiving credit for it in the final determination in that proceeding.⁴² IPG also listed AETN on its Petitions to Participate in the instant proceeding. All such filings were unauthorized by AETN.⁴³ AETN also provides copies of multiple documents that IPG did not produce to MPAA in discovery.⁴⁴

BBC-WA. Vernon Chu, General Counsel of BBC-WA, submits an affidavit explaining that BBC-WA terminated IPG as its agent on July 12, 2007.⁴⁵ Following its termination of IPG,

³⁹ See Alpert Affidavit at ¶ 2.

⁴⁰ MPAA WRS Vol. II at Exhibit 3.

⁴¹ See *id.* at ¶¶ 4-6. Notably, IPG did not produce any of the termination correspondence it received from AETN to MPAA in discovery in either the 2000-2003 Cable Phase II Proceeding or the current proceeding.

⁴² See *id.* at ¶ 7; see also March 21, 2013 Order at Exhibit B (not identifying AETN as an entity dismissed from IPG's Written Direct Statement), Final Distribution Order at 64989-91 (same).

⁴³ See Alpert Affidavit at ¶¶ 7-8, 10.

⁴⁴ See *id.* at Exhibits A-F.

⁴⁵ See Chu Affidavit at ¶ 2 and Exhibit B.

BBC-WA engaged MPAA as its authorized representative. BBC-WA explained that it executed IPG's Confirmation of Engagement ("Confirmation") form in error "based in part on a mistaken understanding of the status of BBC-WA's claims in connection with IPG's filings in the captioned proceedings."⁴⁶ BBC-WA makes it clear that IPG is not authorized to act as BBC-WA's agent as to cable royalty years after June 30, 2008, and as to satellite royalty years starting with the 2006 satellite royalty year.⁴⁷

Beyond. Mikael Borglund, Managing Director of Beyond, submits an affidavit explaining that Beyond did not engage IPG for the collection of cable or satellite retransmission royalties.⁴⁸ As the affidavit explains, Beyond engaged Fintage Audiovisual Rights, B.V. ("Fintage") as its authorized representative, and MPAA represents Beyond, through Fintage, for all of the royalty years at issue in this proceeding.⁴⁹ Beyond also provides copies of email correspondence illustrating how Denise Vernon of IPG solicited employees of Beyond in 2011 and 2012 promising them "significant royalties" of "no less than tens of thousands of dollars" if the employees would provide IPG with Beyond's program information.⁵⁰ Ms. Vernon solicited Beyond again in 2014, seeking to have Beyond's employees sign a Confirmation form to make it appear as if Beyond had authorized IPG to file claims on Beyond's behalf for the 1999-2009 time period.⁵¹ No employee of Beyond executed the Confirmation.⁵²

⁴⁶ See *id.* at ¶ 3.

⁴⁷ See *id.* at ¶¶ 4-7.

⁴⁸ See Borglund Affidavit at ¶¶ 3-4.

⁴⁹ See *id.* at ¶ 3.

⁵⁰ See *id.* at Exhibit A.

⁵¹ See *id.* at Exhibit B.

⁵² See *id.* at ¶ 6.

DDE. Ron Devillier, the former President and Chief Executive Officer of DDE before it dissolved in 2007, submits an affidavit explaining that he could not find any record of DDE ever entering a representation agreement with IPG.⁵³ After receiving multiple solicitation emails from IPG, in a letter dated August 11, 2011, Mr. Devillier wrote Raul Galaz to terminate any purported DDE-IPG agreement.⁵⁴ Even after termination, IPG relentlessly pestered the 78-year old Mr. Devillier, seeking title information for DDE programs in connection with the 2000-2003 Cable Phase II Proceeding, and even threatening Mr. Devillier with a lawsuit if he did not respond with the information.⁵⁵ Mr. Devillier provided the requested title information to IPG on April 27, 2012, but with the caveat that all of the titles it provided IPG had either been removed from DDE's catalogue in 1993 or were licensed exclusively to Public Broadcasting Service ("PBS") and PBS-affiliates in the United States, and were never sold in commercial syndication.⁵⁶ Nevertheless, IPG asserted a claim to DDE's titles in the Program Suppliers category in the 2000-2003 Cable Phase II Proceeding, and again in the instant proceeding. Mr. Devillier confirms that IPG is not authorized to represent the interests of DDE before the Judges in this proceeding.⁵⁷ Mr. Devillier also provides copies of pertinent correspondence between himself and IPG that IPG did not produce to MPAA in discovery.⁵⁸

FIFA. FIFA's outside counsel, Margaret Dale, filed an affidavit with the Judges in the 2000-2003 Cable Phase II Proceeding. IPG produced a copy of that affidavit to MPAA in

⁵³ See Devillier Affidavit at ¶¶ 1, 3.

⁵⁴ See *id.* at ¶¶ 3-4 and Exhibit A.

⁵⁵ See *id.* at ¶¶ 5-7 and Exhibits B-D.

⁵⁶ See *id.* at ¶ 8 and Exhibit E.

⁵⁷ See *id.* at ¶ 12.

⁵⁸ See *id.* at Exhibits C, D, and F.

discovery in this proceeding.⁵⁹ In that affidavit, Ms. Dale informed the Judges that neither IPG nor IPG's counsel represents FIFA.⁶⁰ The affidavit also attached email correspondence between Raul Galaz and Ms. Dale in which she explains to Mr. Galaz that FIFA has not and does not authorize IPG to represent FIFA in proceedings before the Judges.⁶¹

Golden Films. Diane Eskenazi, President of Golden Films, submits an affidavit explaining that Golden Films terminated IPG as its agent on September 7, 2004.⁶² Nevertheless, IPG continued to file unauthorized cable and satellite royalty claims on Golden Films' behalf for each of the 2004-2009 royalty years.⁶³ Ms. Eskenazi confirms that, on December 7, 2004, Golden Films engaged the Independent Film & Television Alliance ("IFTA") as its agent for the 2004-2009 cable and satellite royalty years, and that MPAA (through its representation of IFTA) – not IPG – represents Golden Films as to each of these royalty years.⁶⁴ Ms. Eskenazi further describes how IPG solicited Golden Films in 2014 to have Golden Films execute Confirmations as to all of the 1999-2009 cable and satellite royalty years, and that she signed the Confirmations in error based on IPG's misrepresentations. Ms. Eskenazi revokes IPG's Confirmations in her affidavit.⁶⁵

Pacific. Tim Cook, Chief Executive Officer of Pacific, and Juan Dominguez, Senior Vice President, Business Affairs of Pacific, both submit affidavits to the Judges confirming that

⁵⁹ See Olaniran Declaration at Exhibit 10.

⁶⁰ Dale Affidavit at ¶ 2 and Exhibit A.

⁶¹ Dale Affidavit at Exhibit B.

⁶² See Eskenazi Affidavit at ¶ 2. IPG did not produce a copy of this termination letter to MPAA in discovery.

⁶³ See MPAA WRS Vol. II at Exhibit 3.

⁶⁴ Eskenazi Affidavit at ¶ 2.

⁶⁵ See *id.* at 3-4.

Pacific engaged Compact Collections, Ltd. as its agent as to the 2001-2009 cable and satellite royalty years, and that MPAA (through its representation of Compact) – not IPG – represents Pacific for each of these royalty years.⁶⁶ Mr. Cook also explains that IPG solicited Pacific to execute a Confirmation while he was out of the office undergoing cancer treatment, and that Mr. Dominguez executed the Confirmation in error, without consulting him.⁶⁷ In his affidavit, Mr. Dominguez confirms that he executed the Confirmation in error.⁶⁸ Both Mr. Cook and Mr. Dominguez state that IPG does not have the authority to represent Pacific in this proceeding.⁶⁹

Urban Latino. Ed Safa, President of LATV Networks, LLC (“LATV”), successor in interest to Urban Latino, submits an affidavit explaining that Urban Latino terminated IPG as its agent on May 28, 2003.⁷⁰ Mr. Safa executed a Confirmation, but explains that he did so in error, because of misrepresentations by IPG, including IPG’s failure to disclose the fact that Urban Latino had previously terminated IPG.⁷¹ Mr. Safa confirms that IPG is not authorized to represent either Urban Latino or LATV in proceedings before the Judges.⁷²

WPI. Fred Nigro, Secretary of WPI, submits an affidavit explaining that WPI terminated IPG as its agent on August 6, 2002, and then by agreement as of December 31, 2002.⁷³ WPI explains that IPG was not authorized to submit any filings or file any claims on behalf of WPI

⁶⁶ See Cook Affidavit at ¶ 2; Dominguez Affidavit at ¶ 2.

⁶⁷ Cook Affidavit at ¶ 3.

⁶⁸ Dominguez Affidavit at ¶¶ 3-4.

⁶⁹ Cook Affidavit at ¶ 4; Dominguez Affidavit at ¶ 4.

⁷⁰ See Safa Affidavit at ¶ 3.

⁷¹ See *id.* at ¶ 4.

⁷² See *id.* at ¶ 5.

⁷³ See Nigro Affidavit at ¶¶ 2-5 and Exhibits B-C.

after December 31, 2002.⁷⁴ WPI also explains that IPG was not reengaged by WPI in 2007, and is not authorized to assert any entitlement to cable or satellite retransmission royalties in this proceeding, as all U.S. cable and satellite retransmission royalties attributable to WPI's programming were assigned to WPI's distributor, CBS, which is represented by MPAA.⁷⁵ WPI confirms that CBS is entitled to claim cable and satellite retransmission royalties for WPI-produced programs in these proceedings, and that IPG is not authorized to represent the interests of WPI in proceedings before the Judges.⁷⁶ WPI also attaches to its affidavit pertinent documents that IPG should have, but did not, produce in discovery in this proceeding to MPAA.⁷⁷

In addition to the foregoing affidavits, MPAA also obtained termination letters for six additional entities that IPG claims it is authorized to represent in this proceeding. IPG produced termination letters for Beacon Communications Corp. ("Beacon"), Big Feats Entertainment, L.P. ("Big Feats"), Showtime Networks ("Showtime"), and the United States Olympic Committee ("USOC") to MPAA in discovery in this proceeding.⁷⁸ MPAA obtained copies of termination letters sent to IPG from Adler Media, Inc. ("Adler") and Remodeling Today, Inc. dba Today's Homeowner ("Today's Homeowner") from public filings.⁷⁹ Each of these entities clearly

⁷⁴ See *id.* at ¶ 6 and Exhibit D.

⁷⁵ See *id.* at ¶¶ 8-10.

⁷⁶ See *id.*

⁷⁷ See *id.* at Exhibits B-C.

⁷⁸ See Olaniran Declaration at Exhibit 11.

⁷⁹ See MPAA WRS Vol. II at Exhibits 1 and 2.

terminated IPG as its agent prior to the deadline for filing Petitions to Participate in this proceeding; however, IPG still included them in its Petitions to Participate.⁸⁰

MPAA has not attempted to contact all of the claimants IPG purports to represent in this proceeding. However, the evidence uncovered by MPAA thus far suggests that these fifteen claimants are merely the tip of the proverbial iceberg, and that many more of the entities IPG claims to represent did not authorize IPG to represent them or otherwise are ineligible to receive royalties in this proceeding.

Accordingly, IPG is not entitled to a presumption of validity of its claims and thus bears the burden of proof to establish the validity of its claims for each of the entities listed in its Petition to Participate in this proceeding. As well, the Judges should rule that IPG bears the burden of persuasion regarding the validity of the claims challenged by MPAA.⁸¹ Even if the Judges were to find that a presumption of validity did exist as to IPG's claims, MPAA respectfully submits that the affidavits and other evidence discussed herein are sufficient to rebut that presumption.⁸²

IV. THE JUDGES SHOULD DISMISS IPG'S CLAIMANTS FOR WHOM IPG CANNOT ESTABLISH ITS REPRESENTATIONAL AUTHORITY OR THAT ARE INELIGIBLE TO RECEIVE ROYALTIES.

Many IPG-represented claimants should be dismissed by the Judges, because IPG is either unauthorized to represent the claimants in these proceedings, or the claimants are

⁸⁰ Adler is the only one of these six entities to execute the Confirmation in response to IPG's 2014 solicitations. However, Adler executed the Confirmation form on March 22, 2014, six months *after* IPG listed Adler on its Petition to Participate in these proceedings. See Olaniran Declaration at Exhibit 25. Accordingly, Adler should still be dismissed from IPG's case for lack of authority.

⁸¹ See June 18, 2014 Order at 9.

⁸² See Order Denying IPG Motion For Summary Adjudication at 5 (August 29, 2014) (ruling that the "disavowal of representation or an adverse claim" is sufficient to rebut the presumption of validity).

ineligible to receive retransmission royalties, because IPG filed royalty claims without authority from them to do so. More than one basis exists for many of these IPG claimants to be dismissed in this proceeding. Accordingly, in Appendix A of this WRS, separately for cable and satellite and royalty-year-by-royalty-year basis, MPAA provides a chart identifying each IPG claimant MPAA seeks to dismiss from IPG's Written Direct Statements and the different bases on which dismissal is sought. The basis for each of MPAA's objections is explained below.

A. Certain IPG Claimants That Were Dismissed In The 2000-2003 Cable Phase II Proceeding Should Be Dismissed Here Because IPG Has Not Produced Any New Evidence, Or The New Evidence Produced Does Not Support A Different Result.

The Judges conducted a careful review of IPG's assertions of authority in the 2000-2003 Cable Phase II Proceeding, and dismissed a large number of IPG claimants as ineligible to receive royalties in the Program Suppliers category.⁸³ Although IPG chose not to pursue royalties for some of those dismissed entities in the instant proceeding, it is pursuing royalties for the others, either based on the same evidence the Judges deemed insufficient in 2000-2003 Cable Phase II Proceeding or on other insubstantial evidence. Each of the entities identified below should be dismissed from IPG's case here, and on the same basis as it was dismissed in the 2000-2003 Cable Phase II Proceeding, because IPG has failed to produce any additional evidence to warrant a different ruling.

1. Certain IPG Claimants That Were Dismissed In The March 21, 2013 Order Should Also Be Dismissed Here On The Same Basis.

Adler, Atlantic Film Partners ("Atlantic"), Aviva International ("Aviva"), Cogeco Radio Television ("Cogeco"), Envoy Productions ("Envoy"), InCA Productions ("InCA"), IWV Media Group ("IWV"), Kid Friendly Productions ("Kid Friendly"), King Motion Picture Corporation ("King"), NTS Program Sales ("NTS"), Nu/Hart Hair

⁸³ See March 21, 2013 Order at 4-5 and Exhibit B; see also Final Distribution Order at 64989-91.

Clinics (“Nu/Hart”), Psychic Readers Network , and Sarrazin Couture Productions (“Sarrazin”).

In the 2000-2003 Cable Phase II Proceeding, the Judges dismissed a significant number of IPG claimants on one or more of the following bases: (1) entities who failed to file a claim; (2) entities for which IPG produced no evidence of representation at all; (3) entities for which IPG produced the so-called “reliance letters” soliciting claimants, but no executed representation agreement; (4) entities for which IPG produced contracting documents with a completely different entity than the one listed in IPG’s Written Direct Statement, or for which the evidence demonstrated that the entity was asked in 2012 to execute a back-dated agreement; (5) entities for which IPG produced a letter of extension without producing the underlying agreement; (6) entities for which IPG had no authority to file claims in the United States; (7) entities for which IPG’s representation term was limited, and for which IPG sought to collect royalties outside the term; and (8) entities that terminated IPG as their agent.

The above-identified entities were among those dismissed IPG claimants. IPG is *again* claiming these same previously-dismissed entities in the instant proceeding, but has failed to provide any additional evidence to compel a different conclusion from that reached in the 2000-2003 Cable Phase II Proceeding. This is merely an effort to relitigate the Judges’ rulings in the March 21, 2013 Order as to the entities concerned, because IPG has produced no evidence compelling a different ruling here. Accordingly, these entities should be dismissed by the Judges again.⁸⁴

NTS. The Judges dismissed NTS from IPG’s Written Direct Statement in the 2000-2003 Cable Phase II Proceeding for failure to file a claim, and also for a lack of evidence of IPG’s

⁸⁴ The Copyright Act directs the Judges to “act on the basis of” their prior determinations. See 17 U.S.C. § 803(a)(1).

authority to represent the claimant.⁸⁵ In this proceeding, NTS again failed to file a claim for the 2004-2009 cable royalty years, or for the 2001-2009 satellite royalty years. Despite this fact, IPG is attempting to collect royalties on NTS's behalf for all of the 2004-2009 cable and 2000-2009 satellite royalty years.⁸⁶ Accordingly, the Judges should dismiss NTS here for failing to file a claim as it did in the 2000-2003 Cable Phase II Proceeding.

Nu/Hart. In the March 21, 2013 Order, the Judges dismissed Nu/Hart from IPG's case for failure to document its purported representation of Nu/Hart at the time IPG filed claims for the entity. IPG produced a solicitation letter dated August 30, 2001, well past the Section 111 and 119 claim filing deadline, from Marian Oshita of IPG to Nu/Hart, stating that IPG filed 2000 cable and satellite claims on Nu/Hart's behalf without first securing an executed representation agreement from Nu/Hart. The August 30, 2001 letter attached an unexecuted copy of a representation agreement for Nu/Hart to sign and return to IPG.⁸⁷ IPG did not produce an executed copy of the representation agreement. Consequently, the Judges dismissed Nu/Hart from IPG's case in 2000-2003 Cable Phase II Proceeding because IPG had not established that it was engaged by Nu/Hart at the time that IPG filed cable and satellite royalty claims on its behalf.⁸⁸ IPG has not produced any new evidence in this proceeding compelling a different conclusion. Accordingly, the Judges should dismiss Nu/Hart from IPG's case on the same basis as they did in the 2000-03 Cable Phase II Proceeding.

Aviva, Sarrazin, Psychic Readers Network, and IWV. In the 2000-2003 Cable Phase II Proceeding, for each of Aviva, Sarrazin, Psychic Readers Network, and IWV, IPG produced an

⁸⁵ March 21, 2013 Order, Exhibit B at 5.

⁸⁶ See Exhibit IPG-1 (Cable), and Exhibit IPG-1 (Satellite).

⁸⁷ See Olaniran Declaration at Exhibit 12.

⁸⁸ March 21, 2013 Order at 4-5 and Exhibit B at 5.

agreement with a different contracting entity from which IPG argued the Judges should infer the existence of a relationship between IPG and Aviva, Sarrazin, Psychic Readers Network, and IWV, and that IPG had authority to file claims on their behalf.

With regard to Aviva, the Judges ruled that IPG's production of an affidavit related solely to Canadian retransmissions was sufficient to connect Aviva with Image Entertainment, but only for the 2001 royalty year going forward. While the Judges dismissed only Aviva's 2000 royalty claim,⁸⁹ the Judges' decision to dismiss Aviva as to only the 2000 royalty year appears to have been based on a mistaken understanding that the Canadian affidavit that IPG produced was dated in 2001.⁹⁰ In fact, the document and its notarization are actually dated January 31, 2007.⁹¹ Accordingly, IPG has not produced evidence establishing a link between Image and Aviva prior to January 31, 2007, and Aviva should be dismissed from IPG's Written Direct Statement as to the 2000-2006 satellite and 2004-2006 cable royalty years on this basis.

The Judges also dismissed Sarrazin because IPG was unable to establish a connection between Sarrazin and The City Productions, the entity named in the representation agreement IPG produced as evidence of its contractual relationship with Sarrazin, and with whom IPG appeared to have had an agreement at the time that IPG filed claims on behalf of Sarrazin.⁹²

Regarding Psychic Readers Network, IPG produced a representation agreement with Tide Group, Inc., d/b/a Psychic Readers Network ("Tide Group"), which identifies the entity IPG is authorized to represent as having a Palm Beach, Florida address.⁹³ IPG's royalty claims,

⁸⁹ March 21, 2013 Order, Exhibit B at 2.; *see also* Olaniran Declaration at Exhibit 13.

⁹⁰ *See* March 21, 2013 Order at Exhibit B ("2001 agreement is for Canadian retransmissions").

⁹¹ *See* Olaniran Declaration at Exhibit 13.

⁹² March 21, 2013 Order, Exhibit B at 6; *see also* Olaniran Declaration at Exhibit 14.

⁹³ Olaniran Declaration at Exhibit 15.

however, list a New York address for Psychic Readers Network.⁹⁴ The Judges held that IPG's representation agreement with Tide Group was "inconclusive" evidence of IPG's authority, because the "entity addresses do not match," and dismissed Psychic Readers Network from IPG's Written Direct Statement.⁹⁵

For IWV, IPG produced a representation agreement executed by Maureen Millen ("IPG/Millen Agreement").⁹⁶ IWV is not a signatory to the IPG/Millen Agreement, and IPG admitted on the record in the 2000-2003 Cable Phase II Proceeding that the only reference to IWV on the IPG/Millen Agreement is a handwritten notation on the agreement's second page made by Raul Galaz in 2012.⁹⁷ Moreover, while the IPG/Millen Agreement is dated "as of" a date in 2002, IPG admitted that Ms. Millen did not actually execute the document until April or May of 2012 – long after IPG filed Section 111 and 119 claims listing IWV.⁹⁸ In light of the foregoing, the Judges dismissed IWV from IPG's Written Direct Statement.⁹⁹ IPG has not produced any additional evidence demonstrating that IPG had authority from IWV to file royalty claims on IWV's behalf prior to 2012, when IWV executed the back-dated representation agreement at IPG's request.¹⁰⁰

⁹⁴ See MPAA WRS Vol. II at Exhibit 3.

⁹⁵ March 21, 2013 Order at Exhibit B.

⁹⁶ Olaniran Declaration at Exhibit 16.

⁹⁷ Docket No. 2008-2 CRB CD 2000-2003 (Phase II) Preliminary Hearing Tr. at 547:9-22, 548:1-22, 549:1-22, 550:1-22, 551:1-18 (Galaz); *see also* Olaniran Declaration at Exhibit 16.

⁹⁸ Docket No. 2008-2 CRB CD 2000-2003 (Phase II) Preliminary Hearing Tr. at 548:1-22, 549:1-22, 550:1-22, 551:1-18 (Galaz).

⁹⁹ March 21, 2013 Order at 5 ("Email correspondence in 2012 asking for an agreement authorizing representation for royalty years 2000-2003 and for clarification of program titles falls far outside the boundaries of the requirement of authority to file a claim and fails to establish the necessary authority.") and Exhibit B at 4 ("Claims dismissed for insufficient evidence of IPG's authority.")

¹⁰⁰ IPG produced a Confirmation signed by Ms. Millen dated April 29, 2014, which was executed even later in time than the previously produced documentation from 2012. *See* Olaniran Declaration at Exhibit 25.

In sum, IPG has not produced any additional evidence demonstrating any connection between Aviva and Image, between Sarrazin and The City Productions, between Psychic Readers Network and Tide Group, or between Maureen Millen and IWV, at the time IPG filed claims on behalf of these four entities. Accordingly, the Judges should dismiss Aviva, Sarrazin, Psychic Readers Network, and IWV from this proceeding on the same basis as they did in the 2000-2003 Cable Phase II Proceeding.

Atlantic, Cogeco, InCA. As to Atlantic, Cogeco, and InCA, in the 2000-2003 Cable Phase II Proceeding, the Judges dismissed each of these entities as to the 2000 royalty year, ruling that IPG's production of a letter of extension (without a representation agreement) provided evidence of IPG's engagement and authority to file claims on behalf of these entities only for the time period covered by the extension.¹⁰¹ Here, IPG has once again only produced letters of extension purporting to extend underlying agreements that IPG did not produce.¹⁰² IPG has not produced any additional evidence in this proceeding demonstrating that IPG had authorization to file royalty claims for these entities at the time that the claims were filed.¹⁰³ Accordingly, IPG's 2000 satellite claims for each of these entities should be dismissed, as IPG's cable claims were in the 2000-2003 Cable Phase II Proceeding.

Kid Friendly. The Judges dismissed Kid Friendly from IPG's Written Direct Statement in the 2000-2003 Cable Phase II Proceeding because the representation agreement that IPG produced for Kid Friendly clearly showed that IPG's authority did not include [REDACTED]

¹⁰¹ March 21, 2013 Order at 5 and Exhibit B.

¹⁰² See Olaniran Declaration at Exhibits 17-18.

¹⁰³ IPG produced a Confirmation for InCA executed on March 3, 2014, more than a decade *after* IPG filed 2000 cable and satellite claims for InCA. See Olaniran Declaration at Exhibit 25.

[REDACTED]¹⁰⁴ IPG has not produced any additional evidence in this proceeding demonstrating that IPG had authorization to file U.S. royalty claims on behalf of Kid Friendly at the time that those claims were filed.¹⁰⁵ Accordingly, the same ruling of dismissal applied in the 2000-2003 Cable Phase II Proceeding should be applied to Kid Friendly again here.

Adler and Envoy Productions. In the 2000-2003 Cable Phase II Proceeding, despite IPG's claim, the Judges recognized that both Adler and Envoy had engaged IPG solely for the 2000 royalty year.¹⁰⁶ The Judges therefore dismissed IPG's claims on behalf of Adler and Envoy to the extent that they were asserted for royalty years other than 2000, as IPG produced no evidence that it was engaged by either party to file royalty claims on their behalf at the time that IPG filed the claims. The Judges also recognized that Adler had terminated IPG as its agent prior to the commencement of the 2000-2003 Cable Phase II Proceeding.¹⁰⁷ In the instant proceeding, IPG has once again failed to produce evidence demonstrating that IPG was engaged as Adler's or Envoy's authorized representative at the time that IPG filed cable and satellite royalty claims on their behalf for other than the 2000 royalty year.¹⁰⁸ Accordingly, any royalty claims made by IPG for Adler or Envoy after the 2000 satellite royalty year should be dismissed again in this proceeding.

¹⁰⁴ See Olaniran Declaration at Exhibit 19; March 21, 2013 Order at Exhibit B.

¹⁰⁵ IPG produced a Confirmation for Kid Friendly executed on March 10, 2014, years *after* IPG filed U.S. royalty claims on behalf of Kid Friendly. See Olaniran Declaration at Exhibit 25.

¹⁰⁶ See Olaniran Declaration at Exhibits 20-21.

¹⁰⁷ March 21, 2013 Order, Exhibit B at 1.

¹⁰⁸ IPG produced a Confirmation for Envoy executed on April 16, 2014, also more than a decade *after* IPG filed a 2001 satellite claim for Envoy. See Olaniran Declaration at Exhibit 25. IPG also produced a Confirmation for Adler executed on March 22, 2014, more than a decade *after* IPG filed a 2002 satellite claim on behalf of Adler. See *id.* IPG produced no documentation contemporaneous to the filing of these 2001 and 2002 royalty claims demonstrating IPG's authorization to submit the filings on behalf of Envoy and Adler.

2. Certain IPG Claimants That Were Dismissed In The Judges' Final Determination Should Also Be Dismissed Here On The Same Basis.

BBC Worldwide ("BBC-W"), BBC-WA, Carol Reynolds Productions ("Carol Reynolds"), Cinemavault Releasing ("Cinemavault"), Fitness Quest, Inc. ("Fitness Quest"), Integrity Global Marketing ("Integrity"), Pacific, Today's Homeowner, Urban Latino, and USOC.

In the Final Distribution Order, the Judges dismissed two additional categories of IPG-claimed entities: those who provided notices to the Judges that IPG lacked authority to represent them and those which IPG had identified as so-called "overlapping" claimants with MPAA. The Judges credited MPAA with the "overlapping" claimants either because MPAA's (or the MPAA-represented agent's) representation agreements with the claimants were later in time than IPG's purported documentation, or, in the case of Today's Homeowner, Urban Latino and USOC, because the claimants had terminated IPG and elected to be represented by MPAA.¹⁰⁹ IPG has produced no evidence in this proceeding warranting a different ruling as to any of the above-identified claimants who were dismissed from IPG's case in the Final Distribution Order. Moreover, as discussed *infra*, the evidence before the Judges confirms that Pacific, Today's Homeowner, Urban Latino and USOC terminated IPG as their agent more than a decade ago, and that IPG lacks the authority to represent their interests here.

With regard to BBC-W and BBC-WA, in the 2000-2003 Cable Phase II Proceeding, the Judges ruled that MPAA represented BBC-W and that IPG represented BBC-WA as to the 2000-2003 cable royalty years.¹¹⁰ However, because in that proceeding IPG had listed only BBC-W in its Petition to Participate, and failed to list BBC-WA, the Judges dismissed BBC-WA from IPG's case.¹¹¹ Similarly, IPG has again failed to list BBC-WA in its Petition to Participate filed in this

¹⁰⁹ See Final Distribution Order at 64989-91.

¹¹⁰ See *id.* at 64990.

¹¹¹ See *id.* at 64990-01.

proceeding as to the 1999-2009 satellite royalty years, and listed only BBC-W. Moreover, BBC-WA has terminated IPG and signed a representation agreement with MPAA.¹¹² BBC-WA has elected to have MPAA act as BBC-WA's authorized representative as of July 1, 2008 for cable royalties, and for the entirety of the 2006-2009 satellite royalty years.¹¹³ Accordingly, the Judges should do the following: (1) dismiss BBC-W from IPG's case as to all royalty years, as BBC-W is represented by MPAA; (2) dismiss BBC-WA from IPG's case as to all satellite royalty years because of IPG's failure to list BBC-WA in its Petition to Participate; and (3) dismiss BBC-WA from IPG's case as to the 2008 cable royalty year beginning July 1, 2008. MPAA should be credited with representation of BBC-WA as to the 2008 cable (beginning July 1, 2008), 2009 cable, and the 2006 through 2009 satellite royalty years.

3. FIFA Should Be Dismissed In All Program Categories.

On August 29, 2014, the Judges ruled that IPG could not maintain a claim for FIFA in this proceeding because IPG lacks authority to represent FIFA.¹¹⁴ Although this ruling was made in the context of a motion for summary adjudication brought by the Joint Sports Claimants ("JSC"), the Judges' determination should extend to the Program Suppliers category within which IPG also asserts a claim for FIFA, and similarly preclude IPG from collecting royalties on behalf of FIFA within the Program Suppliers category in the instant proceeding.

¹¹² See Chu Affidavit at ¶ 2.

¹¹³ See *id.* at ¶¶ 2-7.

¹¹⁴ See FIFA Order at 5-8.

B. The Judges Should Dismiss IPG's Claimants That Have Either Terminated Or Disavowed IPG's Representation.

AETN, Adler, BBC-WA, Beacon, Beyond, Big Feats, DDE, FIFA, Golden Films, Pacific, Showtime, Today's Homeowner, USOC, Urban Latino, and WPI.

Entities who file claims on behalf of copyright owner claimants act as their agents.¹¹⁵ Accordingly, "claimants may pursue their claims before the Judges even if such claims are initially filed on their behalf by another."¹¹⁶ In the 2000-2003 Cable Phase II Proceeding, faced with numerous entities that either had terminated IPG as their agent, or that had affirmatively disavowed IPG's authority to represent them in notices filed with the Judges, the Judges ruled that, "[w]here a claimant has unambiguously manifested that it no longer wants a particular entity to represent its interests in these proceedings, the Judges will honor that request."¹¹⁷ Where there was evidence that a claimant had terminated IPG as its agent or disavowed IPG's authority to represent it, the Judges dismissed that entity from IPG's case.¹¹⁸

As discussed *supra*, at pp. 13-20, IPG's 2004-2009 cable and 1999-2009 satellite claims, its Petitions to Participate, and its Exhibit IPG-1 include at least fifteen entities that have either terminated IPG as their agent or have disavowed IPG's authority to represent them in proceedings before the Judges. The affidavits obtained by MPAA from these entities shed light not only on IPG's lack of authority to represent them, but also on questionable tactics employed

¹¹⁵ March 21, 2013 Order at 8; May 23, 2013 Order at 2; FIFA Order at 5-7.

¹¹⁶ March 21, 2013 Order at 8.

¹¹⁷ Final Distribution Order at 64988. Consistent with this ruling, the Judges notified the parties that they would accept affidavits from the claimant in order to resolve conflicting claims of representation. *See* Notice Of Participants, Commencement Of Voluntary Negotiation Period, And Case Scheduling Order at 2 (September 23, 2013).

¹¹⁸ March 21, 2013 Order, Exhibit B; Final Distribution Order at 64988-90.

by IPG to secure executed documents from some of these entities. The entities who are providing affidavits to the Judges are AETN, BBC-WA, Beyond, DDE, FIFA, Golden Films, Pacific Family, Urban Latino, and WPI.¹¹⁹ The Judges should dismiss each of these entities from IPG's case as to each of the royalty years for which the entities have stated that IPG is not their authorized agent.

For the other six entities, MPAA has obtained copies of the termination letters, either from public filings, or in discovery from IPG. IPG produced termination letters for Beacon, Big Feats, Showtime, and USOC to MPAA in discovery in this proceeding.¹²⁰ MPAA obtained copies of termination letters sent to IPG from Adler and Today's Homeowner from public filings.¹²¹ Each of these entities clearly terminated IPG as its agent, and accordingly should be dismissed from IPG's Written Direct Statements.

C. The Judges Should Dismiss IPG's Claimants Where IPG Produced No Documents To Support Its Claims Of Authority.

BBC-W, Big Events, Big Feats, Cinemavault, Community Television of South Florida, Direct Cinema, Ltd., Gorky Studios, Greenlight Entertainment, Les Productions Videofilms Limitee, Lipscomb Entertainment, Nu/Hart, Productions Point de Mire, Splendid Film Gmbh, Vendome Television, West 175 Enterprises.

As to the fifteen entities listed immediately above, IPG produced neither executed representation agreements nor any other credible evidence that IPG had authority to represent them. For BBC-W, Big Events, Community Television of South Florida, Gorky Studios, Greenlight International B.V., Les Productions Videofilms Limitee, Lipscomb Entertainment,

¹¹⁹ See Alpert Affidavit, Chu Affidavit, Borglund Affidavit, Devillier Affidavit, Dale Affidavit, Eskenazi Affidavit, Cook Affidavit, Dominguez Affidavit, Safa Affidavit, and Nigro Affidavit.

¹²⁰ See Olaniran Declaration at Exhibit 11.

¹²¹ See MPAA WRS Vol. II at Exhibits 1-2.

Productions Point de Mire, Vendome Television and West 175 Enterprises, IPG produced no documentation whatsoever to support its assertion of authority to represent the claimant, and relies solely on the testimony of Raul Galaz to support its claims. However, Mr. Galaz is not a credible witness in these proceedings.¹²² To the extent that IPG is relying solely on the testimony of Mr. Galaz to support its assertion of authority to represent claimants in this proceeding, those claimants should be dismissed.

In the case of Big Feats, Nu/Hart, Cinemavault, Direct Cinema Ltd., and Splendid Film Gmbh, the hodge-podge of documents IPG produced in discovery fails to support inferences that relationships existed with any of these entities at the time IPG filed cable and satellite claims on their behalf. For example, IPG produced a termination letter for Big Feats which states that IPG's agreements with Big Feats are terminated as of June 30, 2012.¹²³ However, IPG produced no other documentation to support its authority to collect royalties on behalf of Big Feats in this proceeding.

Even worse, in the case of Nu/Hart, IPG produced a solicitation letter along with an unexecuted copy of a representation agreement, which was purportedly sent to Nu/Hart, but never produced an executed agreement.¹²⁴ In the cases of Cinemavault and Direct Cinema, Ltd., IPG produced incomplete email correspondence with both entities regarding 2000-2003 cable titles, but no other documentation to support IPG's assertion that the entities engaged IPG prior to the date that it filed claims on their behalf.¹²⁵ For Splendid Film Gmbh, IPG produced only

¹²² See text, *infra* at Section V.

¹²³ Olaniran Declaration, Exhibit 11.

¹²⁴ See *id.* at Exhibit 12

¹²⁵ See *id.* at Exhibits 22-23. Moreover, as the Judges recognized in the Final Distribution Order, IPG conceded that MPAA's representation agreement with AFMA (which covers Cinemavault) is later in time than IPG's alleged documentation. See Final Distribution Order at 64990.

recent email correspondence regarding titles, and no documentation supporting IPG’s assertion that it had authority to file a claim on behalf of the entity at the time the royalty claims were filed.¹²⁶ However, as a matter of law, this email correspondence alone is insufficient to establish IPG’s authority to represent Splendid Film Gmbh in this proceeding.¹²⁷ Accordingly, all of these claimants should be dismissed from IPG’s case.

D. IPG’s Recent Email Correspondence And Confirmations Alone Are Not Sufficient Evidence Of IPG’s Agency Relationships With Its Claimants.

“Ambiguous indicia of retroactive ratification of asserted authority are insufficient to establish that authority was in place when a claim was filed.”¹²⁸ Moreover, recent email correspondence simply discussing titles cannot establish an agency relationship between IPG and the copyright owner.¹²⁹

In March of 2014, *years after* IPG filed royalty claims on behalf of the claimants it purports to represent in these proceedings, and *six months after* IPG filed its Petitions to Participate representing to the Judges that IPG had the authority and consent of each of these copyright owners to represent them in the instant proceeding, IPG sent out a series of mass emails to 276 representatives of its purported claimants. The text of one of the emails made the following representations:

[REDACTED]

¹²⁶ Olaniran Declaration at Exhibit 24.

¹²⁷ March 21, 2013 Order at 5 (“an email communication listing program titles or code numbers is not an agreement, as it lacks essential terms”); FIFA Order at 7, n. 11 (recognizing that IPG’s email exchange with FIFA “does not suffice to establish either an agency relationship or an assignment.”).

¹²⁸ See March 21, 2013 Order at 5, n. 10 (citing 37 C.F.R. § 360(b)(2)).

¹²⁹ See *id.*; see also FIFA Order at 7, n.11.

[REDACTED]

[REDACTED]

[REDACTED]

IPG attempts to substantiate its authority to represent some of its claimants solely with the “Acknowledgement” (that is, the Confirmation) and claims to represent many of its claimants who never even responded to IPG’s request to sign and return the Confirmation. However, the email and the Confirmation are plainly self-serving. The touting of the huge dollar amount of available royalties, warning of forfeiture of such royalties, and the desperate tone and urgency of the request for an executed Confirmation are a patently obvious attempt by IPG to motivate the email recipients to respond to the email solicitation, even absent any specific evidence of an agreement or authority for IPG to act on the claimants’ behalf. What’s more, the Confirmation and the email both craftily suggest to the recipients (or perhaps, presume) the existence of an agreement between the IPG and the email recipient, without specificity. IPG followed this mass email with a series of other emails, promising the claimant [REDACTED] [REDACTED] in royalties if they would execute and return the Confirmation form.¹³¹ As more fully discussed below, the Judges should dismiss from IPG’s case those claimants for which IPG’s

¹³⁰ See Olaniran Declaration at Exhibit 27, p.1 (emphasis in original); see also Exhibits 26, and 28-30 (demonstrating that the voluminous list of entities on the spreadsheets that IPG produced in discovery were sent these email messages).

¹³¹ Olaniran Declaration at Exhibit 27, p. 5.

only evidence of representation (besides Mr. Galaz's testimony) is the executed Confirmations, as well as those who never responded to IPG's request to sign the Confirmation.

1. The Judges Should Dismiss IPG's Claimants Where IPG Produced Only Recently Executed Confirmations To Support Its Assertions That It Was Engaged By The Claimants *At The Time It Filed The Claims.*

Adler, Acme Communications, Inc. cka Mojo Brands Media LLC, Adams Golf, Cappy Productions, Envoy, Films By Jove, Firing Line, Florentine Films, InCA, IWV, JCS Entertainment II, Kid Friendly, MBC Teleproductions, MoneyTV.net, Network Programs International, Productions Pixcom, Sarrazin, Satsuki Ina, Sound Venture Productions, Whidby Island Films.

In the case of the twenty entities identified immediately above, IPG produced no credible evidence demonstrating that IPG had authority to file cable or satellite claims on behalf of the entity at the time that IPG filed the claims. For each of these entities, IPG produced *only* recent email correspondence or Confirmations, executed in 2014, as evidence of its authority to file claims on behalf of these entities many years before. These emails and the recently executed Confirmations are the very form of "retroactive ratification of asserted authority" that the Judges eschewed in the 2000-2003 Cable Phase II Proceeding.¹³² Moreover, it is now abundantly clear that many of the entities that IPG goaded into signing Confirmations did so in error, and have since revoked the documents under penalty of perjury.¹³³ Accordingly, each of the twenty entities listed above should be dismissed from IPG's Written Direct Statements.

2. The Judges Should Dismiss IPG's Claimants That Failed To Execute IPG's Confirmation Of Representation Document.

Many of the entities that IPG solicited did not return Confirmations to IPG because they had never engaged IPG in the first place, or because they had already terminated IPG as their

¹³² March 21, 2013 Order at 5, n.10 (citing 37 C.F.R. § 360(b)(2)).

¹³³ See Chu Affidavit at ¶ 3; Eskenazi Affidavit at ¶ 3; Cook Affidavit at ¶ 3; Dominguez Affidavit at ¶ 3; Safa Affidavit at ¶ 4.

agent.¹³⁴ MPAA has identified 82 purported IPG-represented claimants (listed on Appendix B hereto) who failed to sign and return the executed Confirmation to IPG, despite being bombarded with IPG's email correspondence. These entities ignored IPG's multiple requests for validation of their supposed agreements with IPG notwithstanding IPG's dangling of a \$650 million proverbial carrot and its alarmist reference to potential forfeiture of claims.¹³⁵ Therefore, the most reasonable conclusion for the lack of response is that these claimants either never engaged IPG or had terminated IPG. Indeed, given IPG's proclivity for withholding critical termination information in discovery,¹³⁶ it should come as no surprise if IPG has withheld some more termination letters with respect to these non-responsive entities.¹³⁷ Each of these 82 entities should be dismissed from IPG's Written Direct Statements, because the record demonstrates that they did not confirm IPG as their authorized representative for the royalty years at issue in this proceeding.

In sum, the failure of these entities to respond to IPG's urgent request that they confirm IPG as their authorized representative compels the conclusion that the solicited claimants did not believe IPG was ever authorized to represent them in this proceeding, or that they were unwilling to permit IPG to act as their agent going forward. The Judges cannot distribute royalties to IPG for the benefit of entities who have refused to confirm IPG as their authorized agent to receive

¹³⁴ See Alpert Affidavit at ¶¶ 2-10; Borglund Affidavit at ¶¶ 5-7; Devillier Affidavit at ¶ 9; Nigro Affidavit at ¶¶ 9-10.

¹³⁵ See Olaniran Declaration at Exhibit 27 at p. 4 (informing claimants that [REDACTED]) (emphasis in original); see also Alpert Affidavit at Exhibit F; Borglund Affidavit at Exhibit B. In many emails, IPG also purported to have estimated the claimants' claims to be [REDACTED]. See Olaniran Declaration at Exhibit 27, p.5.

¹³⁶ See Alpert Affidavit at ¶¶ 2-10 and Exhibits A-B, D-E; Borglund Affidavit at Exhibits A and B; Devillier Affidavit at ¶¶ 3-12 and Exhibits C, D, and F; Nigro Affidavit at ¶¶ 2-10 and Exhibits B-C.

¹³⁷ Moreover, if IPG argues that it did not have the correct contact information for some or all of these purported claimants, that begs the question of how IPG can claim (and eventually collect) royalties on behalf of an entity it is unable to communicate with, or even locate.

these royalties. Accordingly, all 82 of the entities listed on Appendix B should be dismissed from IPG's case.

E. The Judges Should Dismiss IPG's Claimants That Failed To File A Claim.

Once again in this proceeding, IPG has attempted to collect royalties on behalf of 57 entities who failed to file a cable or satellite claim as to one or more royalty years. As stated *supra*, only copyright owners who filed timely Section 111 or Section 119 claims are permitted to collect royalties in this proceeding. The entities identified on Appendix C failed to file a cable or satellite claim as to one or more of the royalty years at issue in this consolidated proceeding.¹³⁸ Accordingly, each of these entities should be dismissed from IPG's Written Direct Statements as to the royalty years in which they failed to file a claim.

F. The Judges Should Dismiss IPG's Claimants That Did Not Verify Their Authority To Collect Retransmission Royalties For The Titles Claimed By IPG.

MPAA has identified twenty-four IPG-represented entities for which IPG has produced no evidence that the claimant verified or confirmed that it was authorized to collect U.S. retransmission royalties for the titles claimed by IPG. These entities are identified on Appendix D. For fourteen of the entities listed on Appendix D, IPG produced *no* evidence that the titles that IPG is claiming on behalf of the copyright owner are actually owned or controlled by that copyright owner.¹³⁹ As to the remaining ten entities, the only evidence that IPG produced purporting to link the IPG-represented claimant with the titles IPG is claiming on its behalf are

¹³⁸ MPAA obtained certified copies of each of IPG's 2004-2009 cable and 1999-2009 satellite royalty claims from the Judges. See MPAA WRS Vol. II at Exhibit 3.

¹³⁹ As to one of the entities, Salem Baptist Church of Chicago, Inc., IPG's inclusion of the claimant on its list of Program Suppliers claimants for the 2004-2009 cable royalty years appears to be an error, as IPG appears to have categorized all of the claimants' programs as falling solely in the Devotional category. See Exhibit IPG-2.

internet searches and other “research” that appears to have been conducted by IPG personnel.¹⁴⁰ IPG has produced no evidence that it ever contacted its claimants in order to obtain their verification of the titles that IPG associated with them through its own independent research, or that the claimants actually confirmed that they owned or controlled any of these titles during the particular royalty years for which IPG is attempting to collect royalties in this proceeding. Given that certain of IPG’s other claims regarding program titles are demonstrably far off the mark,¹⁴¹ absent verification of the claimed titles by the copyright owner, there is no way for either IPG or the Judges to confirm that the entities represented by IPG actually do own the relevant copyrights for the titles for which IPG seeks to collect royalties. Accordingly, all of the claimants listed above should be dismissed from IPG’s Written Direct Statement, and their titles should be removed from IPG’s title list.

V. IPG’S WITNESSES ARE NOT CREDIBLE

As the Judges have recognized multiple times, IPG’s primary witness, Mr. Galaz, is not a credible witness in these proceedings.¹⁴² Mr. Galaz has a prior criminal record and a reputation for untruthfulness, including committing perjury in a royalty distribution proceeding. As the Judges found in the 2000-2003 Cable Phase II Proceeding:

IPG’s direct case also suffers from the fact that it was presented by a particular single witness, Mr. Galaz. For the following reasons, Mr. Galaz, to say the least, was an imperfect messenger to convey the IPG Methodology. First, the Judges note that Mr. Galaz was previously convicted and incarcerated for fraud in the context of

¹⁴⁰ The vast majority of these IPG “research” documents are illegible. *See* Olaniran Declaration at Exhibit 31. MPAA informed IPG that these documents were illegible via email on June 13, 2014 and requested replacement copies. IPG indicated that it would provide replacement copies of the illegible documents, but failed to do so.

¹⁴¹ *See* Devillier Affidavit at ¶¶ 8, 10-11.

¹⁴² March 21, 2013 Order at 4-5; Final Distribution Order at 6500; June 18, 2014 Order at 4-5, n.5; Order Denying IPG Motion For Summary Adjudication at 5, n.14 (August 29, 2014).

copyright royalty proceedings – a fraud that caused financial injury to MPAA. 6/5/13 Tr. at 932 (Galaz). In connection with that fraud, Mr. Galaz also admittedly lied in a cable distribution proceeding much like the instant proceeding. *Id.* Mr. Galaz’s fraud conviction and prior false testimony compromises his credibility, especially in this proceeding. Second, Mr. Galaz, the founder and previously an owner of IPG, is now an employee of IPG. Galaz WDT at 7. IPG is currently owned by his mother and sister. 6/5/13 Tr. at 1079 (Galaz). Thus, he clearly has a self-interest which renders the IPG Methodology – of which he is the architect – less credible than a methodology created by an outside expert.¹⁴³

The Judges recently recognized that Mr. Galaz also committed fraud in connection with the 1999 Cable Phase II Proceeding by filing a joint cable claim that included Tracee Productions, a fictitious entity that was a part of Mr. Galaz’s fraudulent scheme to obtain royalties.¹⁴⁴ Notably, Tracee Productions also appears in IPG’s 1999 satellite claim no. 165, which is one of the claims under consideration in this proceeding.¹⁴⁵ Mr. Galaz’s inclusion of Tracee Productions on IPG’s 1999 satellite claim confirms not only that Mr. Galaz has engaged in misconduct in connection with this proceeding, but also that Mr. Galaz’s crime was inextricably linked to IPG. Thus, both Mr. Galaz and IPG’s credibility are equally in question in this proceeding.

Moreover, even more so than in the 2000-2003 Cable Phase II Proceeding, the record here is replete with misconduct by IPG principals, Mr. Galaz and Denise Vernon, the current President of IPG. Both have engaged in questionable conduct, including misleading claimants into executing documents, holding IPG out as agents of claimants who had already terminated IPG, failing to produce termination documents, and unduly influencing claimants with emails

¹⁴³ Final Distribution Order at 65000.

¹⁴⁴ June 18, 2014 Order at 3-4.

¹⁴⁵ *See* MPAA WRS Vol. II at Exhibit 3.

threatening legal action. The conduct of these IPG principals is well documented by supporting documents in this WRS.

Finally, Mr. Galaz and Ms. Vernon have no personal knowledge of (and cannot testify about) the business practices that IPG employed during some (or all) of the time frame relevant to this proceeding.¹⁴⁶ Two of IPG's former members, Marian Oshita and Lisa Galaz, have not been identified as witnesses in this proceeding, despite the fact that they signed (and filed) IPG's cable and satellite claims for the majority of the royalty years at issue.¹⁴⁷ In fact, many of the documents relevant to IPG's claims in this proceeding – the claims filed by IPG, numerous representation agreements, and a wealth of correspondence – were authored or received by Ms. Oshita and/or Ms. Galaz.¹⁴⁸ Absent Ms. Oshita and Ms. Galaz, no other witness can authenticate or provide credible explanations of these documents.

In the 2000-2003 Cable Phase II Proceeding, the Judges found that, in light of these credibility issues, the testimony of IPG's witnesses was "of little or no value in resolving the claims issues in that proceeding."¹⁴⁹ MPAA respectfully submits that the same conclusion applies in the instant proceeding. Accordingly, the Judges should not credit IPG's claims of authority to represent any claimant without credible, corroborating evidence or testimony from someone other than Mr. Galaz and Ms. Vernon.

¹⁴⁶ March 21, 2013 Order at 4-5.

¹⁴⁷ Ms. Oshita signed (and filed) IPG's 2000-2003 satellite royalty claims. Ms. Galaz signed (and filed) IPG's 2004-2006 cable and satellite royalty claims. See MPAA WRS Vol. II at Exhibit 3.

¹⁴⁸ See, e.g., Olaniran Declaration at Exhibits 11-12, 14; MPAA WRS Vol. II at Exhibit 3.

¹⁴⁹ Order Denying IPG Motion For Summary Adjudication at 5, n.14 (August 29, 2014).

VI. IPG FAILED TO MEET ITS BURDEN OF PRODUCTION AND PROOF AS TO THE PHASE I CATEGORY OF MULTIPLE TITLES

In this proceeding, IPG is claiming 105 titles simultaneously in both the Program Suppliers category and the Devotional category.¹⁵⁰ The vast majority of these titles are related to Envoy, and are only at issue as to the 2001 satellite royalty year, which is the only year for which IPG filed a claim on Envoy's behalf. The other titles that IPG has cross-claimed in the Program Suppliers and the Devotional categories are associated with Willie Wilson Productions, Inc. ("Willie Wilson") and IWV.

Clearly, when IPG filed its Written Direct Statement, it had no idea whether its programs fell within the Program Suppliers category or the Devotional category. By cross-claiming titles in more than one category and taking no affirmative position regarding which Phase I category the programs fall in, IPG is attempting to shift the burden of proof regarding the categorization of its titles to MPAA and SDC. However, IPG, and not its adversaries, should bear the burden of proof regarding the appropriate Phase I category for IPG's programs.¹⁵¹ Moreover, by attempting to shift its burden of proof, IPG has shifted the related responsibility for expenditure of resources (such legal fees and expert fees) to its adversaries. Policy-wise, IPG's attempt is troubling, as it could also perversely incentivize parties to game the system by making little or no effort to classify their titles, in the hope that their adversary could not or would not rebut the claim. This would be unjust. Instead, IPG should be required to have evaluated its programs prior to filing its Written Direct Statements in these proceedings and to have presented evidence

¹⁵⁰ A list of the cross-claimed titles and the entities that IPG has associated with the titles is attached to The Written Rebuttal Testimony of Jeff Rovin ("Rovin WRT") as Appendix B.

¹⁵¹ See May 23, 2013 Order at 3 ("IPG asserts that the Judges erred in requiring it to bear the burden of proof on its own claims. This assertion defies logic. The burden of proof is never on an opponent to prove the negative.").

as a part of that filing concerning the correct categorization of these titles. Its failure to do so should result in dismissal of all of the cross-claimed titles.

Even if the Judges determine that IPG was not required to categorize the cross-claimed titles prior to submission of its Written Direct Statements, at minimum, the Judges must find that IPG bears the burdens of production, proof, and persuasion regarding the correct Phase I category of these titles. As explained below, IPG has failed to satisfy these burdens. Accordingly, all of IPG's cross-claimed titles should be dismissed.

During discovery, MPAA requested that IPG produce program exemplars for each of the titles that IPG had claimed simultaneously in the Program Suppliers category and the Devotional category. IPG's production was untimely¹⁵² and incomplete. IPG first produced a collection of ten DVDs that it claimed were exemplars of programming owned or controlled by Willie Wilson and Envoy. More than a month later, on September 26, 2014, IPG produced three additional DVDs that it claimed were exemplars of titles owned and controlled by IWV.

Aside from the tardiness of the production of the thirteen DVDs, the DVDs themselves are not all "exemplars" of the broadcasts that aired during the royalty years at issue in this proceeding.¹⁵³ In the end, although IPG cross-claims 105 titles, only eight programs on the thirteen DVDs that IPG produced in discovery have the same or similar titles as those claimed by IPG in this proceeding – *Little Shepherd, On Main Street, Red Boots For Christmas, Easter Is,*

¹⁵² Production of documents in response to MPAA's Follow-Up Requests was due on August 11, 2014; however, IPG failed to produce any program exemplars to MPAA until August 14, 2014. See Order On Joint Motion Regarding Discovery Related To Amended Written Direct Statements at 2 (July 23, 2014).

¹⁵³ In the case of Willie Wilson and IWV, IPG produced DVD copies of completely different programs than the ones that IPG is claiming royalties for in this proceeding. In the case of Envoy, IPG produced eight DVDs that were packaged for commercial sale.

*Christmas Is, The Stableboy's Christmas, The City That Forgot About Christmas, and Puzzle Club Easter Adventure.*¹⁵⁴

Clearly, IPG has failed to meet its burden of production as to its cross-claimed titles. The so-called “exemplars” that IPG produced are either for entirely different programs than the ones IPG is claiming in this proceeding, or are taken from DVDs produced for commercial sale. IPG has not produced any evidence demonstrating either that the programs it produced are, in fact, exemplars of the titles for which IPG is seeking royalties, or even that they are fairly representative of the titles for which IPG is seeking royalties. IPG has produced no evidence demonstrating that the programs on the commercial Envoy DVDs are the same programs that were broadcast on television stations and then retransmitted by cable and satellite carriers during the royalty years relevant to this proceeding. Moreover, IPG produced no program exemplars *at all* for 97 of the cross-claimed titles. Even worse, IPG has made no attempt to either prove, or even persuade the Judges, regarding the correct Phase I category for these programs. Accordingly, IPG has failed to meet its burdens of production, proof, and persuasion as to the cross-claimed titles, and the titles should be dismissed.

VII. SHOULD THE JUDGES REACH THE ISSUE OF CATEGORIZATION, SEVEN OF IPG’S CROSS-CLAIMED TITLES SHOULD BE CATEGORIZED AS PROGRAM SUPPLIERS PROGRAMS, AND ONE SHOULD BE CATEGORIZED AS A DEVOTIONAL PROGRAM.

As explained above, the Judges need not reach the issue of the appropriate Phase I category for IPG’s cross-claimed titles, as they should all be dismissed.¹⁵⁵ In the event that the Judges reach the issue of the correct Phase I category for these cross-claimed titles, in an effort to

¹⁵⁴ The remainder of the Envoy programs IPG produced are copies of programs that do not appear on Exhibit IPG-2.

¹⁵⁵ MPAA is also advocating the dismissal of Envoy and IWV based on authority issues. *See text supra* at 24-28 and Appendix A.

assist the Judges, MPAA has retained an expert witness, Jeff Rovin, who presents written testimony addressing the categorization of IPG's cross-claimed titles.¹⁵⁶ As explained in his testimony, Mr. Rovin is unable to evaluate many of the cross-claimed titles because IPG failed to produce program exemplars. However, Mr. Rovin provides his expert opinion regarding the correct Phase I category for each of the eight programs for which the cross-claimed title on IPG-Exhibit 2 matches the DVD title.

According to Mr. Rovin, a syndicated programs of a "primarily religious theme" must "proselytize[] a specific point of view that is strongly scripture or deity-based."¹⁵⁷ In contrast, a program that "generally communicates, without advocacy, a story or stories drawn from a particular religion; provides general spiritual encouragement; or assumes a philosophically neutral stance to educate the audience about one or more religions" is non-devotional.¹⁵⁸ Mr. Rovin identifies a clear demarcation between programs that are merely reverential and those that "directly or implicitly encourage the viewer to embrace a specific religious point of view."¹⁵⁹ According to Mr. Rovin, only the second group of programming should be considered Devotional programming.¹⁶⁰

Applying these principles, Mr. Rovin concludes that *The City That Forgot About Christmas* falls within the Devotional program category.¹⁶¹ The other seven titles that Mr. Rovin

¹⁵⁶ As discussed above, IPG, and not MPAA, should be required to bear the burden of proof as to the correct Phase I category of IPG's titles. Accordingly, MPAA respectfully requests that the Judges order IPG to pay the costs associated with MPAA's retention of Mr. Rovin and the time he was required to spend in order to prepare his written testimony addressing the issue of categorization.

¹⁵⁷ See Rovin WRT at 5.

¹⁵⁸ See *id.*

¹⁵⁹ See *id.* at 5-6.

¹⁶⁰ See *id.*

¹⁶¹ See *id.* at 10-11.

evaluated – *Little Shepherd, On Main Street, Red Boots For Christmas, Easter Is, Christmas Is, The Stableboy's Christmas, and Puzzle Club Easter Adventure* – fall within the Program Suppliers category.¹⁶² As Mr. Rovin explains, IPG did not produce enough information for him to form an expert opinion as to the correct Phase I program category for the remaining cross-claimed titles.¹⁶³

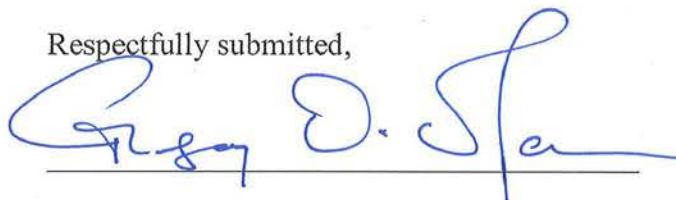
VIII. CONCLUSION

For all of the foregoing reasons, the Judges should dismiss the IPG claimants as set forth in the WRS and as summarized in Appendices A-D. The Judges should also dismiss all of the titles that IPG has cross-claimed in both the Program Suppliers and the Devotional program categories. Alternatively, if the Judges reach the issue of program categorization, they should adopt the expert testimony of Mr. Rovin and conclude that *The City That Forgot About Christmas* falls in the Devotional program category.

¹⁶² *See id.* at 8-12.

¹⁶³ *See id.* at 4, 8-9.

Respectfully submitted,



Gregory O. Olaniran
D.C. Bar No. 455784
Lucy Holmes Plovnick
D.C. Bar No. 488752
Kimberly P. Nguyen
D.C. Bar No. 996237
Mitchell Silberberg & Knupp LLP
1818 N Street NW, 8th Floor
Washington, DC 20036
(202) 355-7917 (Telephone)
(202) 355-7887 (Facsimile)
goo@msk.com
lhp@msk.com

*Attorneys for
MPAA-Represented Program Suppliers*

Dated: October 15, 2014

**Before the
LIBRARY OF CONGRESS
Copyright Royalty Judges**

<i>In re</i> DISTRIBUTION OF 2004, 2005, 2006, 2007, 2008 and 2009 Cable Royalty Funds	DOCKET NO. 2012-6 CRB CD (2004-2009) (Phase II)
<i>In re</i> DISTRIBUTION OF 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008 AND 2009 Satellite Royalty Funds	DOCKET NO. 2012-7 CRB SD 1999-2009 (Phase II)

AFFIDAVIT OF NANCY R. ALPERT

I, Nancy Alpert, hereby state under penalty of perjury that:

1. I am over eighteen (18) years of age and am employed as Senior Vice President and Deputy General Counsel of A&E Television Networks LLC, successor in interest to A&E Television Networks ("AETN"). I am authorized to submit this Affidavit on behalf of AETN. I based this Affidavit on my review of AETN documents and personal knowledge of the facts herein, and if called and sworn as a witness, could and would competently testify thereto.
2. By letters dated April 1, 2003 and September 23, 2003, AETN terminated its January 31, 1999 agreement with Worldwide Subsidy Group LLC, d/b/a Independent Producers Group ("IPG"), as its agent for the limited purposes of collecting monies due to AETN for retransmission royalties ("Terminated Agreement"). AETN's termination letters informed IPG that due to IPG's breaches of the Terminated Agreement, IPG was "no longer authorized to administer AETN's rights ... or collect any further monies on behalf of AETN" and demanded that IPG "immediately cease and desist any and all activities which imply an association between WSG and [AETN]." Copies of these termination letters are attached hereto as Exhibits A and B.
3. Notwithstanding AETN's termination of IPG as its agent, on or about November 23, 2011, IPG sent correspondence to Lisa O'Neil of AETN stating that IPG had submitted annual claims to the U.S. Copyright Office and the Copyright Royalty Board ("CRB") in order to preserve AETN's claim to royalties. IPG's submissions were not authorized. A copy of the correspondence to Lisa O'Neil is attached as Exhibit C.
4. In December 2011, AETN learned that IPG's counsel provided a copy of the Terminated Agreement to the CRB at a December 14, 2011 hearing regarding the 2004-2009 cable and 2004-2009 satellite royalty funds, and misrepresented to the CRB that IPG was authorized to act as AETN's agent in proceedings before the CRB.

5. Thereafter, by letter dated December 30, 2011, AETN wrote to IPG to reiterate that AETN had terminated IPG as its agent in the September 23, 2003 letter. The December 30, 2011 letter demanded that IPG (a) cease and desist from representing, expressly or indirectly, that IPG is authorized to represent AETN, and (b) cease and desist any actions related to AETN, including efforts to collect royalties. The letter further demanded that IPG immediately notify the CRB that IPG was not authorized to represent AETN, and that any royalties due and owing to AEN should be remitted directly to AETN, and not to IPG. A copy of this correspondence is attached hereto as Exhibit D.

6. In light of IPG's December 14, 2011 misrepresentations to the CRB regarding its representation of AETN, AETN had no reason to believe that IPG would inform the CRB of AETN's termination of IPG. Accordingly, on December 30, 2011, AETN also wrote a separate letter to the CRB and to the U.S. Copyright Office informing it of IPG's misrepresentations. The December 30 letter to the CRB stated that "IPG is not authorized to administer rights, collect monies (regardless of when earned) or in any way represent the interests of AEN. AEN has instructed IPG to cease and desist from collecting monies of any kind, on behalf of or 'as agent for' AEN with respect to any year, territory and/or 'right' (e.g., cable and satellite retransmission copyright royalties, levies, etc.)." A copy of the December 30, 2011 letter to the CRB is attached hereto as Exhibit E.

7. Recently, AETN learned that IPG included AETN as an IPG-represented claimant in filings submitted to the CRB in 2011 and 2012 in connection with the 2000-2003 Cable Phase II Proceeding, Docket No. 2008-2 CRB CD 2000-2003 (Phase II). AETN did not authorize IPG to do so. Also, AETN understands that in the final determination in that proceeding, the CRB credited IPG with representation of AETN. Any royalties attributable to AETN related to the 2000-2003 cable royalty years should not be distributed to IPG, as IPG is not AETN's authorized agent for these, or any, royalty years.

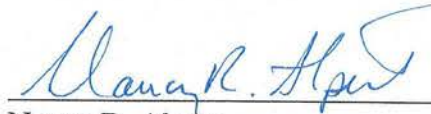
8. On September 12, 2013, IPG submitted Petitions to participate in the ongoing 2004-2009 cable and 1999-2009 satellite Phase II proceedings, listing AETN as an IPG-represented claimant. AETN did not authorize IPG to make such a representation.

9. On March 25, 2014, Delvida Sene of AETN received email correspondence from Denise Vernon of IPG, seeking to have her complete and execute a "Confirmation of Engagement for 1999-2009 Satellite Retransmission Royalties and 2004-2009 Cable Retransmission Royalties" ("Confirmation Form") regarding the 1999-2005 royalty years. A copy of one of the emails received by Ms. Sene, including the blank Confirmation Form is attached hereto as Exhibit F. Neither Ms. Sene nor anyone else at AETN executed the Confirmation Form because AETN terminated IPG as its agent more than a decade ago.

10. To summarize, all actions taken by IPG as a purported agent of AETN after September 23, 2003 were completely unauthorized by AETN. Further, IPG is not authorized to represent the interests of AETN before the CRB (or any other body) in any proceedings concerning the collection of U.S. cable and satellite retransmission royalties. To the extent IPG has made filings, submitted claims, or made representations on behalf of AETN, AETN did not authorize IPG to do so.

I declare under penalty of perjury under the laws of the State of New York that the foregoing is true and correct, and of my personal knowledge.

Executed this 7th day of October, 2014, at New York, New York.

A handwritten signature in blue ink, appearing to read "Nancy R. Alpert", written over a horizontal line.

Nancy R. Alpert
Senior Vice President & Deputy General Counsel
A&E Television Networks, LLC

EXHIBIT A

Charles Wright
Vice President
Legal and Business Affairs
Direct Dial: (212) 210-1421
Facsimile: (212) 210-1308



VIA EXPRESS MAIL & FIRST CLASS MAIL

April 1, 2003

Marian Oshita
Worldwide Subsidy Group
9903 Santa Monica Blvd., #655
Beverly Hills, CA 90212

Dear Marian:

Reference is made to the agreement between Worldwide Subsidy Group ("WWSG") and A&E Television Networks ("AETN") dated January 31, 1999 ("Agreement").

Over the past few months, AETN has been approached by more than one agency advising us that they are holding monies due to AETN, which WWSG has failed to collect. As WWSG has therefore failed to perform its primary obligation per the Agreement and is therefore in breach of it, AETN has no choice but to terminate the Agreement, effective immediately.

You are hereby advised that, because of your breach, you should not take any actions hereafter on behalf of AETN or hold yourself out as representing, or having any authority from, AETN.

You are hereby on notice of the following:

- (a) WWSG is no longer authorized to administer rights or collect any further monies on behalf of AETN. Consequently, all rights granted to WWSG in the Agreement revert immediately to AETN.
- (b) AETN shall make other arrangements for collection of monies due to AETN.

This letter is written without prejudice to any of AETN's rights and remedies under the Agreement and pursuant to law, all of which are hereby reserved.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Charles Wright', written over a horizontal line.

cc: Phyllis Lares

EXHIBIT B

David T. Fannon
Director
Legal & Business Affairs
Phone (212) 210 - 9753
Facsimile (212) 210 - 1308

VIA Facsimile # 310 - 372 1969 &
Federal Express



September 23, 2003

Ms. Marian Oshita
Worldwide Subsidy Group
9903 Santa Monica Blvd., #655
Beverly Hills, CA 90212

Dear Marian:

Reference is made to the agreement between Worldwide Subsidy Group ("WSG") and A&E Television Networks ("AETN") dated as of January 31, 1999 ("Agreement").

On September 2, 2003, Phyllis Lares sent you an email (a copy of which is attached for your ease of reference) stating that WSG was in breach of its obligations under the Agreement, and requesting that WSG submit certain documentation to cure such breach. As of today, WSG has failed to provide such documentation, and continues to be in breach of the Agreement. Therefore, pursuant to the terms of the Agreement, AETN is terminating WSG's rights under the Agreement—WSG is no longer authorized to administer AETN's rights with respect to retransmission royalties (i.e., cable/satellite retransmissions, educational copying, copying levies, blank tape levies, etc) or collect any further monies on behalf of AETN.

AETN demands that you immediately cease and desist any and all activities which imply an association between WSG and AETN.

The termination of WSG's rights does not relieve WSG of its responsibility to (i) deliver to AETN a full accounting for all periods through September 16, 2003 and (ii) make all payments owed to AETN for such time period. WSG has 30 days from the date of this letter to remit such documentation and payments to AETN or AETN will pursue all available remedies.

This letter is written without prejudice to any of AETN's rights and remedies under the Agreement and pursuant to law, all of which are hereby expressly reserved.

Very truly yours,

A handwritten signature in black ink, appearing to be 'J. Bogert', written over a horizontal line.

cc: J. Bogert (via facsimile (310) 476 2135)

EXHIBIT C

O'Neil, Lisa

Subject: FW: ROYALTIES OWED for 2000-2003 cable and satellite retransmission royalties
Attachments: 2000-2003 TITLES - ROYALTY GENERATING.xls

From: worldwidesg@aol.com [mailto:worldwidesg@aol.com]
Sent: Wednesday, November 23, 2011 1:14 PM
To: O'Neil, Lisa
Subject: ROYALTIES OWED for 2000-2003 cable and satellite retransmission royalties

Subject line: **ROYALTIES OWED** for 2000-2003 cable and satellite retransmission royalties

Dear Mr./Ms. Lisa O'Neil,

You are being contacted as the identified representative (or alternate representative) of **A&E Television Network**, because your company's prior claim for cable and satellite retransmission royalties.

Several years ago, your company engaged Worldwide Subsidy Group LLC ("WSG") for the purpose of collecting U.S. cable and satellite retransmission royalties, an obscure royalty distributed by the U.S. Copyright Office. After several years, the U.S. Copyright Office has finally commenced proceedings for the distribution of 2000-2003 cable royalties. The aggregate pool of money collected by the Copyright Office for this timeframe equals **over \$780 Million**, to be distributed to all valid claimants. As part of WSG's engagement, WSG has made annual claim on your behalf, thereby preserving your claim to royalties that would otherwise be forfeited.

WSG will be participating in the proceedings before the Copyright Office, advocating a particular methodology for the distribution of these royalties. In connection therewith, we need to identify all of our represented programs. As such, we need all represented claimants to review the attached Excel spreadsheet, which contains a list of the 2000-2003 royalty-generating programs, and identify which programs were owned or controlled during the 2000-2003 calendar years.

Please note that if you do not respond, your company may not receive any allocation of the substantial royalties that are scheduled for distribution.

We appreciate that the Excel program contains over 25,000 titles. Some titles will be allocated significantly more than others, i.e., there are \$1 Million claims and \$1 claims. However, please take note that when WSG first solicited your company it was because our preliminary analysis determined that significant royalties were owing to your company, generally no less than tens of thousands of dollars. In sum, it is well worth your while to review the attached list and identify programs controlled by your company. Please do not underestimate the value of any program, as a multitude of factors affect the value of royalties for the program, and are generally unrelated to the commercial value of the program.

Instructions: For those persons not thoroughly familiar with Excel, it is a very simple program with which to work. The Excel program allows one to search the information contained within each cell, simply by clicking on the "Find & Select" prompt (either on your "Home" tab or "Edit" tab, depending which Excel version is being used), and entering the information being sought, i.e., the program title. Make certain that your search does not seek just information that is an exact match within the cell, and that the search does not have to "match all cell contents". Rather, when you run a

search, make certain that a match will be found even if the information is found in only "a part of the cell." Otherwise, unless you find an exact match, your search will come up short.

Please appreciate that the program titles are not always exact, and that a program title for the same show may be identified in multiple ways, e.g., "Oprah Winfrey", "The Oprah Winfrey Show", "Oprah", etc., so make certain that you identify all possible titles. In the foregoing example, only a search of "oprah" will yield all results. Make certain to keep clicking on the "Find Next" prompt until all results have been identified.

Identify your programs: The list of titles generating royalties appears in the first of two columns. The second column is blank, and is for the purpose of indicating which programs you control. If you find a match for a title controlled by your company during 2000-2003, enter your company name in the cell to the right of the program title, i.e., in the second column. Please indicate if your company did not control the program for the entirety of 2000-03. For example, next to the claimed titled, with your company name, indicate the years of control ("XYZ Company, 2000-01"). Once all of your company's claimed programs are identified on the Excel program, save the revised Excel spreadsheet, and email it back to us.

If you or someone at your company are absolutely uncomfortable working with Excel, then forward us a list of all your programs, and we will begin the search process ourselves.

Many of the recipients of this email are receiving it as the distributor of the programs owned by third parties. If your role was as the distributor, then include the programs controlled by your company as the distributor. Please do not ask us the value of the program or the expected royalties. At this juncture, we simply do not know and cannot venture an estimate until proceedings fully commence and we are able to see the universe of all other programs being claimed by all other claimants.

We are asking that an individual knowledgeable with catalogue respond as soon as possible, **but no later than Friday, January 6, 2012**. The sooner that we receive your response, however, the better we can represent your interests.

In closing, the proceedings before the U.S. Copyright Office have been a long time coming, and WSG is anxious to partake in them in order to receive the royalties justly due to WSG's represented claimants.

If you have any questions, please feel free to contact us at (210) 789-9084.

Sincerely,

Denise Vernon

Worldwide Subsidy Group LLC

A handwritten signature in black ink, appearing to read "Denise Vernon", with a stylized flourish above the name.

EXHIBIT D

A-E NETWORKS.

NANCY R. ALPERT
Senior Vice President & Deputy General Counsel
Legal & Business Affairs

T. 212.210.1332
E. nancy.alpert@aenetworks.com

December 30, 2011

By Federal Express
Worldwide Subsidy Group LLC
d/b/a Independent Producers Group
2667 Rim Oak
San Antonio, TX 78232-2606
Attention: Denise Vernon

Re: A&E Television Networks, LLC

Dear Ms Vernon:

Reference is hereby made to your letter, dated November 28, 2011, addressed to Lisa O'Neil wherein you stated that Worldwide Subsidy Group LLC d/b/a Independent Producers Group (hereinafter 'IPG') has made 'annual claims', on behalf of A&E Television Networks, LLC (formerly known as A&E Television Networks (hereinafter 'AEN')), to the Copyright Royalty Board ('CRB') in order to 'preserve' AEN's claim to certain 'cable royalties'.

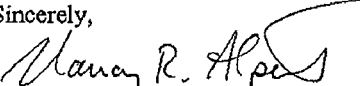
Reference is also made to an agreement between IPG and AEN, dated as of January 31, 1999, (hereinafter the "Representation Agreement") which was terminated by AEN by written notice on September 23, 2003.

AEN hereby demands that IPG:

- (i) cease and desist from representing (expressly or indirectly) that IPG is authorized to administer rights, collect monies (regardless of when earned) or in any way represent the interests of AEN;
- (ii) cease and desist from any actions relating to AETN (except as expressly set forth in this letter), including without limitation, collecting or attempting to collect monies of any kind, on behalf of or 'as agent for' AEN, with respect to any year, territory and/or 'right' (e.g., cable and satellite retransmission copyright royalties, levies, etc.);
- (iii) by written notice, immediately inform the CRB that (A) the Representation Agreement (a copy of which was provided to the CRB by IPG at the December 14, 2011 CRB hearing) is no longer valid having been previously terminated; (B) any and all funds under the jurisdiction of the CRB which are, or may become, due and owing to AEN (the copyright holder and authorized claimant) shall be paid directly to AEN (the 'Notice'); and
- (iv) deliver a copy of the Notice to AEN within ten (10) days of the date written above.

This letter is written without prejudice. AEN hereby reserves all rights and remedies available to it at law and in equity throughout the world.

Sincerely,


Nancy R. Alpert
Senior Vice President & Deputy General Counsel

Cc: Pamela Jones, Esq.
Jennifer Insogna

EXHIBIT E

A-E NETWORKS

NANCY R. ALPERT
Senior Vice President & Deputy General Counsel
Legal & Business Affairs

T. 212.210.1332
E. nancy.alpert@aenetworks.com

December 30, 2011

Via Email: crb@loc.gov

The Copyright Royalty Board
P.O. Box 70977
Washington, DC 20024-0977
Attention: Chief Copyright Royalty Judge

Office of the General Counsel
U.S. Copyright Office
Library of Congress
101 Independence Avenue, S.E.
Washington, DC 20559-6000
Attention: General Counsel

Re: Independent Producers Group a/k/a Worldwide Subsidy Group LLC

To Whom It May Concern:

It has recently come to our attention that the Worldwide Subsidy Group LLC d/b/a Independent Producers Group (hereinafter 'IPG') has made 'annual claims', on behalf of A&E Television Networks LLC (f/k/a A&E Television Networks) (hereinafter 'AEN') to the Copyright Royalty Board ('CRB') with respect to certain cable and satellite copyright royalties which are or may become due and payable to AEN.

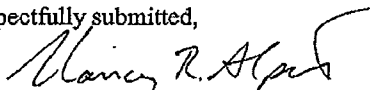
AEN has also learned that IPG submitted a copy of a representation agreement between IPG and AEN, dated as of January 31, 1999, to the CRB at a hearing of the CRB on December 14, 2011. Please be advised that the aforementioned agreement was terminated by AEN on September 23, 2003.

As the authorized claimant, AEN wishes to notify the CRB that IPG is not authorized to administer rights, collect monies (regardless of when earned) or in any way represent the interests of AEN. AEN has instructed IPG to cease and desist from collecting or attempting to collect monies of any kind, on behalf of or 'as agent for' AEN, with respect to any year, territory and/or 'right' (e.g. cable and satellite retransmission copyright royalties, levies, etc.).

Accordingly, any and all funds under the jurisdiction of the CRB that are, or may become, due and payable to AEN, the copyright holder and authorized claimant, shall be paid directly to AEN at the address set forth above.

Kindly notify me should you have any questions with regard to this matter.

Respectfully submitted,



Nancy R. Alpert
Senior Vice President & Deputy General Counsel

cc: Pamela Jones, Esq.
Jennifer Insogna

EXHIBIT F

Dorsainvil, Hubert

From: worldwidesg@aol.com
Sent: Tuesday, March 25, 2014 2:30 AM
To: Flaherty Sene, Delvida
Subject: ACTION REQUIRED - - Confirmation of Engagement for 1999-2009 Satellite Retransmission Royalties and 2004-2009 Cable Retransmission Royalties
Attachments: acknowledgment_of_representation.rtf

Re: ACTION REQUIRED - - Confirmation of Engagement for 1999-2009 Satellite Retransmission Royalties and 2004-2009 Cable Retransmission Royalties

Dear Mr./Ms. Flaherty,

On March 2, 2014 and then again on March 12, 2014, we forwarded to you an email requesting that you execute an acknowledgement of engagement, consistent with the agreements previously entered into between your company and Worldwide Subsidy Group dba Independent Producers Group ("IPG") for the collection of retransmission royalties distributed by the U.S. Copyright Office.

As of this date, we have not received a response, and are urging you to sign and return to us the attached form acknowledging the years of our engagement. For each of the applicable years, IPG has already preserved your claims with filings reflecting your address and contact information.

PLEASE NOTE THAT THE FAILURE TO IMMEDIATELY EXECUTE THE ATTACHED FORM ACKNOWLEDGEMENT COULD SUBJECT YOUR COMPANY'S CLAIM TO FORFEITURE.

Thank you for your assistance and support.

Denise Vernon

Worldwide Subsidy Group

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: **1999-2005**

Claimant: **A&E Television Network**

(Handwritten signature)

(Typed or printed name)

(Title)

(Date)

**Before the
LIBRARY OF CONGRESS
Copyright Royalty Judges**

<i>In re</i> DISTRIBUTION OF 2004, 2005, 2006, 2007, 2008 and 2009 Cable Royalty Funds	DOCKET NO. 2012-6 CRB CD (2004-2009) (Phase II)
<i>In re</i> DISTRIBUTION OF 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008 AND 2009 Satellite Royalty Funds	DOCKET NO. 2012-7 CRB SD 1999-2009 (Phase II)

AFFIDAVIT OF VERNON G. CHU

I, Vernon G. Chu, hereby state under penalty of perjury that:

1. I am over eighteen (18) years of age and am employed as the General Counsel of BBC Worldwide Americas, Inc. ("BBCWA"). I am authorized to submit this affidavit on behalf of BBCWA. I have personal knowledge of the following facts and, if called and sworn as a witness, could and would competently testify thereto.

2. BBCWA entered a representation agreement with Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG"), dated January 14, 2000 and executed on March 8, 2002, a copy of which is attached hereto as Exhibit A (the "Agreement"). On July 12, 2007, I sent a letter to IPG terminating the Agreement, a copy of which is attached hereto as Exhibit B. Thereafter, under a representation agreement executed by me on March 28, 2013, BBCWA engaged the Motion Picture Association of America, Inc. ("MPAA") to represent BBCWA in connection with the collection of U.S. retransmission royalties.

3. In March 2014, IPG contacted BBCWA seeking to have BBCWA complete a document acknowledging that BBCWA had engaged IPG for the collection of 1999-2008 cable and satellite retransmission royalties ("Acknowledgement"). I executed the Acknowledgement, a copy of which is attached hereto as Exhibit C. However, I did so in error based in part on a mistaken understanding of the status of BBCWA's claims in connection with IPG's filings in the captioned proceedings. Therefore, I hereby revoke the Acknowledgement as to the 2006-2008 satellite royalty years.

4. IPG is not authorized to represent the interests of BBCWA before the Copyright Royalty Judges ("Judges") in any proceedings concerning the distribution of U.S. satellite retransmission royalties for the 2006-2009 satellite royalty years. IPG is authorized to represent the interests of BBCWA before the Judges in any proceedings concerning the distribution of U.S.

satellite retransmission royalties for the 1999-2005 satellite royalty years, to the extent BBCWA's interest has not been forfeited by IPG's error.

5. MPAA is authorized to represent BBCWA in proceedings before the Judges regarding the distribution of U.S. satellite retransmission royalties for the 2006-2009 satellite royalty years.

6. IPG is authorized to represent the interests of BBCWA before the Judges in any proceedings concerning the distribution of U.S. cable retransmission royalties for the royalty years 1999-2008, but only up to June 30, 2008 in the 2008 royalty year.

7. MPAA is authorized to represent BBCWA before the Judges in any proceedings concerning the distribution of U.S. cable retransmission royalties for the 2008-2009 cable royalty years, starting as of July 1, 2008 in the 2008 royalty year.

I declare under penalty of perjury under the laws of the state of New York that the foregoing is true and correct, and of my personal knowledge.

Executed this 19th day of September, 2014, at New York, New York.



Vernon G. Chu
General Counsel, BBC Worldwide Americas, Inc.

EXHIBIT A

Representation Agreement

EXECUTED
CONTRACT

The following shall set forth the agreement between Worldwide Subsidy Group ("WSG") and BBC Worldwide Americas, Inc. ("Principal"), dated as of January 14, 2000.

1. Authorization: Principal hereby grants and assigns WSG the right to apply for and collect any and all monies distributed by audiovisual copyright collection societies throughout the United States (e.g., monies derived from rights set forth on Exhibit "A" hereto) for all audiovisual works owned and/or distributed by Principal (the "Programs"). Monies received by WSG pursuant to such authorization are referred to herein as the "Distribution Proceeds". The foregoing authorization shall apply to Distribution Proceeds applicable to the Term or prior to the Term, irrespective of when such Distribution Proceeds are payable. Notwithstanding the foregoing, WSG shall not apply for or collect Distribution Proceeds derived from the broadcast of Principal's programs over the Public Broadcasting Service system, except with respect to calendar year 1999, nor shall Principal rely on WSG's filing of claims on behalf of Principal for the collection thereof.
2. Term: The term of this Agreement shall commence upon the date hereof and terminate upon completion of the first full calendar semi-annual period following written notice by either party that the Agreement is terminated, provided that the Term shall be for a period of no less than three (3) years.
3. Distribution Information: Principal will promptly inform WSG of additional Programs owned and/or distributed by Principal. Promptly following WSG's request therefor, Principal shall provide WSG pertinent information regarding the Programs that will assist in the application for and collection of Distribution Proceeds, including the number of episodes produced (if applicable), the director(s), writer(s) and actor(s) for the Program, a list of each territory for which each Program is being distributed and the identity of the local distributor. Upon further request by WSG, Principal shall provide WSG any and all documents reasonably relating to the collection of Distribution Proceeds.
4. Compensation to Principal/WSG: In consideration of the foregoing, WSG shall remit to Principal seventy-five percent (75%) of the Distribution Proceeds. WSG makes no representation as to the existence or amount of Distribution Proceeds.
5. Accounting and Payments: WSG shall account for and make payment of Principal's share of the Distribution Proceeds within thirty (30) days after each quarter-annual period following execution of this Agreement during which Distribution Proceeds are received. Upon reasonable notice, Principal shall be entitled to inspect the books and records of WSG relating to the collection of the Distribution Proceeds, provided that the books and records relating to any statement rendered hereunder may only be inspected once, that inspection for all statements occur no frequently than once in any given calendar year, and that such

right terminate with respect to any statement remitted hereunder two (2) years following Principal's receipt of such statement. All statements remitted hereunder shall be deemed approved and subject to no further claim against WSG unless objection thereto is made within two (2) years following Principal's receipt of such statement.

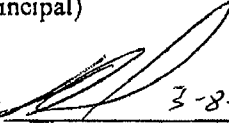
6. **Confidentiality:** Principal and WSG agree that neither party shall reveal the terms of this agreement to any third party unless required to do so by the authority of a court of competent jurisdiction, or for purposes of validating WSG's engagement hereunder. WSG agrees that WSG shall not reveal to any third party not engaged by WSG any of the Distribution Information provided to WSG hereunder.
7. **Representations and Warranties:** Principal warrants that as of the date of this agreement's execution, Principal retains the exclusive authority to the Distribution Proceeds, and has not previously conveyed the right to collect the Distribution Proceeds to any third party.
8. **Additional Documents:** Principal agrees to execute such additional documents as are necessary in WSG's good faith discretion to evidence Principal's grant of authorization herein.
9. **Payment Authorization:** If WSG receives payments pursuant to this agreement by check made payable directly to Principal, Principal hereby grants WSG the nonexclusive and limited authority to endorse and deposit such checks into WSG's account, provided that WSG provide Principal with copies of any negotiated checks.
10. **Acknowledgment of Representation.** Principal hereby acknowledges Principal's claims to Distribution Proceeds filed prior to formal execution hereof were granted to WSG by Principal's parent organization, BBC Worldwide Ltd., on behalf of Principal and Principal's parent. Principal hereby ratifies such acts on Principal's behalf, but has requested that formal authorization be pursuant to this contract identifying Principal as the contracting party.
11. **Notices:** Notices hereunder shall be in writing, and be deemed effective when received. Notices to WSG shall be to Worldwide Subsidy Group, 9903 Santa Monica Blvd., Ste. 655, Beverly Hills, California 90212. Notices to Principal shall be to BBC Worldwide, BBC Worldwide, 747 3rd Ave., 6th Floor, New York, NY 10017, Attn.: Matthew Miller.
12. **Law and Jurisdiction:** The parties hereto agree that any interpretation of this Agreement shall be governed by California law, subject to the exclusive personal and subject matter jurisdiction of state and federal courts located in Los Angeles County, California.

If the foregoing comports with your understanding of this matter, please so signify by signing below.

Worldwide Subsidy Group ("WSG")

By: 
An Authorized Signatory

BBC Worldwide Americas, Inc.
(Principal)

By:  3-8-02
An Authorized Signatory

Vernon G. Chu
Vice President,
Business & Legal Affairs

EXHIBIT "A"

1. Cable and Satellite Retransmission Royalties. Royalties and charges imposed by law with respect to the retransmission by cable or satellite of terrestrial broadcast signals.
2. Private Copying Levies. Levies and charges imposed by law on the distribution of blank videocassettes, videodiscs and playback devices, designed to compensate for the private copying of audiovisual works.
3. Educational Institution Levies. Royalties imposed by law with respect to the copying of audiovisual works from television broadcasts or retransmissions, where such copying is made by, or on behalf of, educational institutions.
4. Rental and Lending Levies. Royalties imposed by law with respect to the rental or lending of videocassettes and videodiscs to consumers.
5. Public Performance Television Royalties. Royalties imposed by law with respect to the exhibition to the public of audiovisual works by television broadcasts in publicly accessible businesses or establishments.
6. Public Performance Video Royalties. Royalties imposed by law with respect to the exhibition to the public of audiovisual works by television broadcasts in publicly accessible businesses or establishments.
7. Theatrical Box Office Levies. Royalties and charges imposed by law on ticket sales to consumers for viewing motion pictures in theaters.

EXHIBIT B



Via Federal Express

July 12, 2007

Worldwide Subsidy Group
d/b/a Independent Producers Group
21715 Brazos Bay
San Antonio, Texas 78259-2285
Attention: Lisa Katona Galaz, President

Re: Representation Agreement

Dear Ms. Galaz,

Worldwide Subsidy Group ("WSG") is hereby advised that the Representation Agreement dated January 14, 2000 (the "Agreement") between WSG and BBC Worldwide Americas, Inc. ("BBCWA") shall be terminated effective December 31, 2007 in accordance with Paragraph 2 of the Agreement.

In your letter dated June 29, 2007, you stated that you had no knowledge of BBCWA's "repeated efforts" to contact WSG. We had corresponded with Marion Oshita by email, fax and phone in 2003. However, efforts to contact WSG or Ms. Oshita in August 2004 and thereafter elicited no response. In all likelihood, this may have occurred because WSG never informed BBCWA that its offices had moved to San Antonio, Texas from Beverly Hills, California or that WSG began conducting business under another name.

We understand that WSG will be receiving additional 1999 royalties from PBS this August that will include monies attributable to BBC/BBCWA properties, and we look forward to receipt of a royalty statement and our proceeds.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Vernon Chu', written over a horizontal line.

Vernon Chu
Vice President,
Business and Legal Affairs

EXHIBIT C

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009


To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 1999-2008

1999 - 6/30/2008

Claimant: **ABC Worldwide Americas, Inc.**



(Handwritten signature)

Vernon G. Chu

(Typed or printed name) **General Counsel**

(Title)

3-14-14

(Date)

**Before the
LIBRARY OF CONGRESS
Copyright Royalty Judges**

<i>In re</i> DISTRIBUTION OF 2004, 2005, 2006, 2007, 2008 and 2009 Cable Royalty Funds	DOCKET NO. 2012-6 CRB CD (2004-2009) (Phase II)
<i>In re</i> DISTRIBUTION OF 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008 AND 2009 Satellite Royalty Funds	DOCKET NO. 2012-7 CRB SD 1999-2009 (Phase II)

AFFIDAVIT OF MIKAEL BORGLUND

I, Mikael Borglund, hereby state under penalty of perjury that:

1. I am over eighteen (18) years of age and am employed as Managing Director of Beyond International Limited (“Beyond International”). I am authorized to submit this affidavit on behalf of Beyond International and its subsidiaries. I have personal knowledge of the following facts and, if called and sworn as a witness, could and would competently testify thereto.

2. Beyond International is the parent company for several controlled subsidiaries, including Beyond Entertainment Limited (“Beyond Entertainment”) and Beyond Distribution Pty Ltd (“Beyond Distribution”) (collectively the “BI Entities”). For the above-captioned royalty years, retransmission royalty rights for the BI Entities are managed by Beyond International and Beyond Entertainment.

3. Beyond International and Beyond Entertainment engaged Fintage Audiovisual Rights, B.V. (“Fintage”) as the agent and authorized representative for all of the BI Entities in connection with the collection of U.S. retransmission royalties for the 2000-2009 cable and satellite royalty years. By agreement with Fintage, the Motion Picture Association of America, Inc. (“MPAA”) is authorized to represent Beyond International and the BI Entities in proceedings before the Copyright Royalty Judges (“Judges”) regarding the distribution of these royalties.

4. Purportedly, on October 5, 1999, Jerry Dohnal of Beyond Distribution executed a representation agreement between Beyond Distribution and Worldwide Subsidy Group LLC dba Independent Producers Group (“Agreement”). Assuming Mr. Dohnal executed the Agreement, he was not authorized to do so. Mr. Dohnal is no longer employed by Beyond Distribution or any of the BI Entities. Accordingly, I hereby revoke the Agreement.

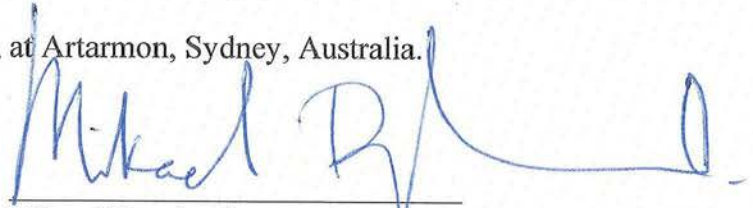
5. In November 2011, Ms. Denise Vernon of Worldwide Subsidy Group LLC dba Independent Producers Group (“IPG”) contacted Fiona Crago of Beyond Distribution seeking information regarding programming owned and controlled by Beyond International. Mr. Jim Harper, Operations and Post Production Manager for Beyond Distribution, corresponded with Denise Vernon of IPG in December 2011, and again in March and June of 2012, regarding certain Beyond International titles. A copy of this email correspondence is attached hereto as Exhibit A. Mr. Harper provided the title information to IPG in error based on misrepresentations made by IPG to Mr. Harper.

6. Between March and April, 2014, Ms. Denise Vernon of IPG sent a series of emails to Mr. Harper. The emails sought Mr. Harper’s acknowledgement of a purported previous agreement between Beyond International and IPG by asking him to complete and execute a “Confirmation of Engagement for 1999-2009 Satellite Retransmission Royalties and 2004-2009 Cable Retransmission Royalties” (“Confirmation Form”). Two copies of such emails are attached hereto as Exhibit B. Mr. Harper was not authorized to execute the Confirmation Form. Neither he nor anyone else at Beyond International or the BI Entities executed the Confirmation Form.

7. IPG is not authorized to represent the interests of Beyond International or the BI Entities before the Judges in any proceedings concerning the collection of U.S. cable and satellite retransmission royalties. To the extent that IPG has made filings or submitted claims on behalf of Beyond International or the BI Entities, they are unauthorized.

I declare under penalty of perjury under the laws of the Commonwealth of Australia that the foregoing is true and correct, and of my personal knowledge.

Executed this 22nd day of September, 2014, at Artarmon, Sydney, Australia.



Mikael Borglund
Managing Director, Beyond International Limited

EXHIBIT A

From: Jim Harper <jim@beyonddistribution.com>
Sent: Wednesday, September 10, 2014 9:54 PM
To: Affie Nuzum
Subject: FW: ROYALTIES OWED for 2000-2003 cable and satellite retransmission royalties
Attachments: 2000-2003 TITLES - ROYALTY GENERATING.xls

----- Forwarded Message

From: Fiona Crago <fiona_crago@beyond.com.au>
Date: Mon, 28 Nov 2011 16:56:04 +1100
To: Jim Harper <jim_harper@beyond.com.au>
Subject: FW: ROYALTIES OWED for 2000-2003 cable and satellite retransmission royalties

Jim I have had a look through this list and have only been able to identify Beyond 2000. Would you mind having a quick look to see if you can think of any others. Who do you think should make this claim for us? You or Legal?
Thanks

Fiona

----- Forwarded Message

From: <worldwidesg@aol.com>
Date: Wed, 23 Nov 2011 19:18:21 +0100
To: <fiona_crago@beyond.com.au>
Subject: ROYALTIES OWED for 2000-2003 cable and satellite retransmission royalties

Subject line: **ROYALTIES OWED** for 2000-2003 cable and satellite retransmission royalties.

Dear Mr./Ms. **Fiona Crago**,

You are being contacted as the identified representative (or alternate representative) of **Beyond International Ltd**, because your company's prior claim for cable and satellite retransmission royalties.

Several years ago, your company engaged Worldwide Subsidy Group LLC ("WSG") for the purpose of collecting U.S. cable and satellite retransmission royalties, an obscure royalty distributed by the U.S. Copyright Office. After several years, the U.S. Copyright Office has finally commenced proceedings for the distribution of 2000-2003 cable royalties. The aggregate pool of money collected by the Copyright Office for this timeframe equals **over \$780 Million**, to be distributed to all valid claimants. As part of WSG's engagement, WSG has made annual claim on your behalf, thereby preserving your claim to royalties that would otherwise be forfeited.

WSG will be participating in the proceedings before the Copyright Office, advocating a particular methodology for the distribution of these royalties. In connection therewith, we need to identify all of our represented programs. As such, we need all represented claimants to review the attached Excel spreadsheet, which contains a list of the 2000-2003 royalty-generating programs, and identify which programs were owned or controlled during the 2000-2003 calendar years.

Please note that if you do not respond, your company may not receive any allocation of the substantial royalties that are scheduled for distribution.

We appreciate that the Excel program contains over 25,000 titles. Some titles will be allocated significantly more than others, i.e., there are \$1 Million claims and \$1 claims. However, please take note that when WSG first solicited your company it was because our preliminary analysis determined that significant royalties were owing to your company, generally no less than tens of thousands of dollars. In sum, it is well worth your while to review the attached list and identify programs controlled by your company. Please do not underestimate the value of any program, as a multitude of factors affect the value of royalties for the program, and are generally unrelated to the commercial value of the program.

Instructions: For those persons not thoroughly familiar with Excel, it is a very simple program with which to work. The Excel program allows one to search the information contained within each cell, simply by clicking on the

"Find & Select" prompt (either on your "Home" tab or "Edit" tab, depending which Excel version is being used), and entering the information being sought, i.e., the program title. Make certain that your search does not seek just information that is an exact match within the cell, and that the search does not have to "match all cell contents". Rather, when you run a search, make certain that a match will be found even if the information is found in only "a part of the cell." Otherwise, unless you find an exact match, your search will come up short.

Please appreciate that the program titles are not always exact, and that a program title for the same show may be identified in multiple ways, e.g., "Oprah Winfrey", "The Oprah Winfrey Show", "Oprah", etc., so make certain that you identify all possible titles. In the foregoing example, only a search of "oprah" will yield all results. Make certain to keep clicking on the "Find Next" prompt until all results have been identified.

Identify your programs: The list of titles generating royalties appears in the first of two columns. The second column is blank, and is for the purpose of indicating which programs you control. If you find a match for a title controlled by your company during 2000-2003, enter your company name in the cell to the right of the program title, i.e., in the second column. Please indicate if your company did not control the program for the entirety of 2000-03. For example, next to the claimed titled, with your company name, indicate the years of control ("XYZ Company, 2000-01"). Once all of your company's claimed programs are identified on the Excel program, save the revised Excel spreadsheet, and email it back to us.

If you or someone at your company are absolutely uncomfortable working with Excel, then forward us a list of all your programs, and we will begin the search process ourselves.

Many of the recipients of this email are receiving it as the distributor of the programs owned by third parties. If your role was as the distributor, then include the programs controlled by your company as the distributor. Please do not ask us the value of the program or the expected royalties. At this juncture, we simply do not know and cannot venture an estimate until proceedings fully commence and we are able to see the universe of all other programs being claimed by all other claimants.

We are asking that an individual knowledgeable with catalogue respond as soon as possible, **but no later than Friday, January 6, 2012**. The sooner that we receive your response, however, the better we can represent your interests.

In closing, the proceedings before the U.S. Copyright Office have been a long time coming, and WSG is anxious to partake in them in order to receive the royalties justly due to WSG's represented claimants.

If you have any questions, please feel free to contact us at (210) 789-9084.

Sincerely,

Denise Vernon

Worldwide Subsidy Group LLC



----- End of Forwarded Message

From: Jim Harper <jim@beyonddistribution.com>
Sent: Wednesday, September 10, 2014 9:54 PM
To: Affie Nuzum
Subject: FW: ROYALTIES OWED for 2000-2003 cable and satellite retransmission royalties
Attachments: 2000-2003 TITLES - ROYALTY GENERATING BeyondInt.xls

----- Forwarded Message

From: Jim Harper <jim_harper@beyond.com.au>
Date: Mon, 12 Dec 2011 16:38:27 +1000
To: <worldwidesg@aol.com>
Cc: Fiona Crago <fiona_crago@beyond.com.au>
Subject: ROYALTIES OWED for 2000-2003 cable and satellite retransmission royalties

Dear Denise,
Ref your mail of 23rd November 2011 to Fiona Crago on the above subject, please find the attached copy of the spreadsheet that was attached to your mail showing those titles that Beyond International feels it has the right to claim cable and satellite retransmission royalties for.

Regards,

--
Jim Harper
Operations and Post Production Manager
Beyond Distribution
Ph +61 (0)2 9437 2116

----- End of Forwarded Message

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From: Jim Harper <jim@beyonddistribution.com>
Sent: Wednesday, September 10, 2014 9:56 PM
To: Affie Nuzum
Subject: FW: 2000 - 2003_Titles_Royalty_Generating_BeyondInt.xls

----- Forwarded Message

From: Fiona Crago <fiona_crago@beyond.com.au>
Date: Tue, 12 Jun 2012 14:10:26 +1000
To: Jim Harper <jim_harper@beyond.com.au>
Subject: FW: 2000 - 2003_Titles_Royalty_Generating_BeyondInt.xls

Up to you how you handle. Perhaps we should continue....?

Fiona

----- Forwarded Message

From: <worldwidesg@aol.com>
Date: Wed, 6 Jun 2012 10:35:23 -0400 (EDT)
To: <jim_harper@beyond.com.au>
Cc: <fiona_crago@beyond.com.au>
Subject: Re: 2000 - 2003_Titles_Royalty_Generating_BeyondInt.xls

Dear Jim,

we are now knee-deep in the U.S. proceedings, which was the basis of our contact all along, our many items of correspondence, and the notifications of response deadlines. At such time as I have a moment, I will pull together the documentation to establish Beyond's engagement of our company, which goes many years back. [In fact, I personally recall that we accounted to Beyond International only recently (not for a huge amount, because the amount was all that Beyond was entitled) for a different U.S. royalty pool (non-commercial television).]

As to your observation, the problem is that there are sometimes many programs with the same title. Consequently, unless we provide you with the broadcast records that we have now provided, which additionally show information such as program length, year of first release, actors, etc., it may not be possible to confirm your entitlement. For instance, I recall that a big issue for Beyond is that it made claim to a program named "Extra". Upon my quick review of the broadcast records, it appeared as though this is the U.S. syndicated daily show, which I do not expect Beyond to own or control. Since we value such program at likely \$500,000, Beyond needs to either confirm or deny its entitlement to this (and other) already-claimed programs immediately. If it is yours, we need confirmation. If it is not, we need you to deny, or risk that the claims made by all other represented producers will be negatively affected.

We emailed these records to you on May 9, almost a month ago, asking for an immediate response. Because our initial filing of almost 3,000 pages, representing hundreds of producers, took place on May 30, we could not include your response. I will look for and send you the engagement records, but it is now June 3, and I need your assistance immediately.

Denise

-----Original Message-----

From: Jim Harper <jim_harper@beyond.com.au>
To: worldwidesg <worldwidesg@aol.com>
Sent: Tue, Jun 5, 2012 9:03 pm
Subject: 2000 - 2003_Titles_Royalty_Generating_BeyondInt.xls

Dear Denise,

Fiona Crago has passed on your mails regarding the above and your request that "we need each producer to verify that the broadcasts identified on the Excel spreadsheet are of the programs claimed by our represented producer."

Firstly, I am unsure what you require as I would have thought that when I sent back the spreadsheet with titles identified as Beyond's, that would serve as verification.

Secondly and more importantly, I am little concerned when you say " our

company was engaged by Beyond to collect retransmission royalties in the U.S.". As far as I am aware Beyond has never formally engaged Worldwide Subsidy Group and we have no knowledge of your bona fides or what terms might be attached to us engaging you.

Until such time as you can provide me with some detail of who your company is, and how you were engaged by Beyond and under what terms, I am afraid that I unable to take the question of royalties further.

Regards,

--

Jim Harper
Operations and Post Production Manager
Beyond Distribution
Ph +61 (0)2 9437 2116

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EXHIBIT B

Subject: FW: ACTION REQUIRED - - Confirmation of Engagement for 1999-2009 Satellite Retransmission Royalties and 2004-2009 Cable Retransmission Royalties
Date: Thursday, 11 September 2014 11:57 am
From: Jim Harper <jim@beyonddistribution.com>
To: Affie Nuzum <affie@mpci.com.au>

----- Forwarded Message

From: <worldwidesg@aol.com>
Date: Tue, 25 Mar 2014 01:30:00 -0500
To: Jim Harper <jim_harper@beyond.com.au>
Subject: ACTION REQUIRED - - Confirmation of Engagement for 1999-2009 Satellite Retransmission Royalties and 2004-2009 Cable Retransmission Royalties

Re: ACTION REQUIRED - - Confirmation of Engagement for 1999-2009 Satellite Retransmission Royalties and 2004-2009 Cable Retransmission Royalties

Dear Mr./Ms. **Harper**,

On March 2, 2014 and then again on March 12, 2014, we forwarded to you an email requesting that you execute an acknowledgement of engagement, consistent with the agreements previously entered into between your company and Worldwide Subsidy Group dba Independent Producers Group ("IPG") for the collection of retransmission royalties distributed by the U.S. Copyright Office.

As of this date, we have not received a response, and are urging you to sign and return to us the attached form acknowledging the years of our engagement. For each of the applicable years, IPG has already preserved your claims with filings reflecting your address and contact information.

PLEASE NOTE THAT THE FAILURE TO IMMEDIATELY EXECUTE THE ATTACHED FORM ACKNOWLEDGEMENT COULD SUBJECT YOUR COMPANY'S CLAIM TO FORFEITURE.

Thank you for your assistance and support.

Denise Vernon

Worldwide Subsidy Group

----- End of Forwarded Message

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--

Subject: FW: Beyond International; 1999-2009 satellite royalties (U.S.)
Date: Thursday, 11 September 2014 11:56 am
From: Jim Harper <jim@beyonddistribution.com>
To: Affie Nuzum <affie@mpci.com.au>

----- Forwarded Message

From: Jim Harper <jim@beyonddistribution.com>
Date: Tue, 22 Apr 2014 16:26:03 +1000
To: <worldwidesg@aol.com>
Cc: Michael Murphy <michael@beyonddistribution.com>
Subject: Re: Beyond International; 1999-2009 satellite royalties (U.S.)

Dear Denise,

You have asked me to go through a spreadsheet with very close to 64,000 line entries in it. This is clearly a massive task for a small distributor like Beyond and the task falls entirely to me along with my other duties. This cannot be achieved quickly I am afraid as our day to day business is my most important priority. As you know, I have previously been through a much smaller though very substantial list and at this point, some two and a half years later, there has been no subsequent revenue. As such, I cannot give this a high priority.

Regards,
Jim Harper

On 22/04/2014 8:44 am, "worldwidesg@aol.com" <worldwidesg@aol.com> wrote:

Dear Mr. Harper,

we've sent several emails to you regarding 1999-2009 satellite royalties, without response. Have you received them and, if so, could you please respond? We see "About Face", "Gone Fishing", "Greenstone", and several other titles in the list of compensable titles, but we need your confirmation of these

and any other titles and Acknowledgment form in order to make claim for them.

Please respond at this time.

Denise Vernon
Independent Producers Group

----- End of Forwarded Message

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--

**Before the
LIBRARY OF CONGRESS
Copyright Royalty Judges**

<i>In re</i> DISTRIBUTION OF 2004, 2005, 2006, 2007, 2008 and 2009 Cable Royalty Funds	DOCKET NO. 2012-6 CRB CD (2004-2009) (Phase II)
<i>In re</i> DISTRIBUTION OF 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008 AND 2009 Satellite Royalty Funds	DOCKET NO. 2012-7 CRB SD 1999-2009 (Phase II)

AFFIDAVIT OF RON DEVILLIER

I, Ron Devillier, hereby state under penalty of perjury that:

1. I am 78 years of age and served as the President and Chief Executive Officer (“CEO”) of Devillier Donegan Enterprises, LP (“DDE”) until DDE dissolved in 2007. As the former President and CEO of DDE, I am responsible for handling all outstanding business matters for DDE, including any that arose or that continue to arise after DDE closed. I have personal knowledge of the following facts and, if called and sworn as a witness, could and would competently testify thereto.

2. DDE engaged the Public Broadcasting Service (“PBS”) as its representative for the collection of cable and satellite royalties broadcast on U.S. public television stations approximately twenty years ago, and has always relied on PBS for distribution of its cable and satellite retransmission royalties.

3. In April of 2010, Raul Galaz of Worldwide Subsidy Group LLC dba Independent Producers Group (“IPG”) contacted me by email. Mr. Galaz informed me that DDE had engaged IPG as its agent for the collection of cable and satellite retransmission royalties pursuant to an agreement signed January 29, 2002. I had no record of such an agreement in my DDE files and asked Mr. Galaz to provide me with documentation to support his assertions. Mr. Galaz provided me with several incomplete documents that he claimed were evidence that DDE had engaged IPG as its representative. Although those documents appeared to suggest that an agreement existed between DDE and IPG, I could not validate such an agreement because most of DDE’s business records were destroyed when the company closed in 2007. Also, as the agreement with IPG that Mr. Galaz provided me specifically excluded IPG from collecting cable and retransmission royalties if DDE was already affiliated with PBS for such collections, I informed Mr. Galaz that PBS was DDE’s authorized representative for all DDE programs broadcast on U.S. public television stations. Further, I asked that IPG provide me with a list of the titles for which they asserted DDE had authorized IPG to collect royalties. IPG never

provided the requested title information. Accordingly, I was never able to verify what programs, if any, were covered under the purported DDE agreement with IPG.

4. On August 11, 2011, I sent a letter to IPG stating that to the extent IPG believed an agreement existed between IPG and DDE, that agreement was terminated. A copy of my termination letter is attached hereto as Exhibit A. This letter states clearly that "any right that [IPG] may have had to file with the Copyright Arbitration Royalty Panel or the Copyright Royalty Board for retransmission royalties on behalf of DDE...will expire as of December 31, 2011." See Exhibit A at 2.

5. On November 23, 2011, Denise Vernon of IPG wrote DDE's former counsel. In the email correspondence, Ms. Vernon re-asserted IPG's representation of DDE and sought DDE's program title information for which IPG could seek royalties on behalf of DDE in the 2000-2003 proceeding to distribute cable retransmission royalties, which I later understood to be a "Phase II" proceeding involving only Program Suppliers, Joint Sports Claimants, and Devotional Claimants ("2000-03 Proceeding"). IPG needed that information by January 6, 2012 in connection with a 2000-03 Proceeding filing IPG planned to make even though IPG's purported agreement with DDE was set to expire at the end of 2011. A copy of Ms. Vernon's email is attached hereto as Exhibit B.

6. On March 28, 2012, and again on March 29, 2012, I received emails from Raul Galaz, again asserting IPG's representation of DDE and seeking DDE's program title information for which IPG could seek royalties on behalf of DDE in the 2000-03 Proceeding. Mr. Galaz threatened "legal action" against me if I did not provide DDE's program title information, notwithstanding my expressed uncertainty that IPG had a right to represent DDE in the 2000-03 Proceeding since DDE was now a defunct entity and had terminated its purported agreement with IPG as of December 31, 2011. Also, the list of DDE titles that Mr. Galaz sent to me were all of shows that had aired on public television, and DDE was represented by PBS during the years 2000 to 2003. Copies of Mr. Galaz's emails of March 28 and 29, 2012 email are attached hereto as Exhibit C.

7. On April 24, 2012, IPG's counsel, Brian Boydston, wrote again to demand that I provide DDE's title information for which IPG could seek royalties on behalf of DDE in the 2000-03 Proceeding. A copy of Mr. Boydston's April 24, 2012 letter is attached hereto as Exhibit D.

8. Out of concern for legal action threatened by IPG against me, on April 27, 2012, I responded to IPG's request for DDE's program title information. First, I reiterated to IPG that DDE no longer existed at that point and that I did not consider valid the documents IPG produced as evidence of its asserted representation of DDE because I had no recollection of ever executing those documents. Second, I addressed, as follows, the status of the list of 16 DDE titles IPG provided to me as potentially compensable in the 2000-03 Proceeding: (a) two of the titles had been removed from DDE's catalogue since about 1993; (b) 13 of the titles were licensed only to PBS, which I understand was neither a participant in the 2000-03 Proceeding nor a participant in the captioned proceedings; and (c) the last title, "Monty Python," refers to a series of works, not to a specific title within that series, but to the extent it was the specific Monty Python title distributed by DDE, it was never sold by DDE in commercial television

syndication, but was sold to PBS or a PBS affiliate. A copy of my April 27, 2012 email is attached hereto as Exhibit E.

9. On March 2, 2014, IPG contacted me again seeking to have me complete a document acknowledging that DDE had engaged IPG for the collection of 1999-2009 cable and satellite retransmission royalties ("Acknowledgement"). I did not execute the Acknowledgement because I had terminated IPG as DDE's agent no later than 2011.

10. Recently, on September 14, 2014, IPG contacted me again, purporting to have identified a DDE title that is also being claimed by Paramount Pictures Corporation, an entity represented by the Motion Picture Association of America, Inc. ("MPAA") in the captioned proceedings. A copy of the email correspondence I received from IPG is attached hereto as Exhibit F. IPG's statements in this email correspondence are inaccurate, and appear to be based on false assumptions concerning both DDE's catalogue and the broadcast stations on which DDE's programs were licensed during the 1999-2009 time period.

11. DDE's catalogue included a 2000 television natural history documentary film titled "Sahara." However, for the royalty years that DDE owned and controlled "Sahara," this program aired exclusively on public television stations in the United States. Accordingly, any retransmission royalties due DDE for this title have already been paid by PBS.

12. DDE terminated IPG as its agent effective December 31, 2011. Furthermore, to the extent there was an agreement between IPG and DDE prior to December 31, 2011, it did not include royalties paid or payable to DDE through DDE's agreement to have PBS collect DDE's retransmission royalties. Accordingly, IPG is not authorized to represent the interests of DDE before the Copyright Royalty Judges ("Judges") in this proceeding.

I declare under penalty of perjury under the laws of the District of Columbia that the foregoing is true and correct, and of my personal knowledge.

Executed this 7th day of October, 2014, at Washington, D.C.

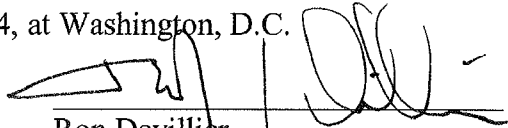

Ron Devillier

EXHIBIT A

VIA EMAIL AND US MAIL

August 11, 2011

3315 Fessenden Street, NW
Washington, DC., 20008

Mr. Raul Galaz
Worldwide Subsidy Group
2667 Rim Oak
San Antonio, Texas 78232
Email: worldwidesg@aol.com

Re: Termination of Agreement with Devillier Donegan Enterprises, LP

Dear Raul:

This letter is in reference to the Mandate Agreement, dated January 29, 2002, and the Letter of Extension, dated July 29, 2002, between Independent Producers Group and Devillier Donegan Enterprises, LP ("DDE") (collectively, the "Agreement"). (It is my understanding that Worldwide Subsidy Group does business as Independent Producers Group.) Pursuant to paragraph 1 of the Letter of Extension, I am writing to terminate the Agreement, effective immediately.

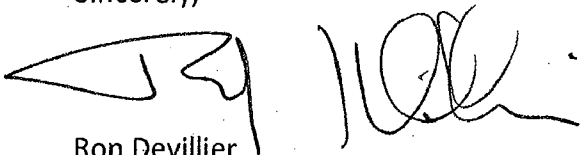
DDE is no longer in business. The company was dissolved in 2007. I, as the former President and CEO of DDE, am responsible for handling all outstanding business matters for DDE, including any that arose and continue to arise after DDE closed.

I have no record of the Agreement in my DDE files, as most records DDE had, other than tax and general corporate documents, were destroyed when the company closed in 2007. I therefore am forced to rely on an incomplete copy of the Agreement that you sent to me by email on April 2, 2010, and your assertion that that Agreement remains in effect. You did not provide me with a list of DDE programs that were the subject of the Agreement, as specified in paragraph 2 of the Mandate Agreement. Even if the Agreement is still in effect, therefore, I do not know what programs were or are covered by the Agreement. I do know, however, that DDE engaged PBS as its representative for the collection of all applicable cable and satellite retransmission royalties for DDE programs broadcast on US public television stations, which programs are specifically excluded from the Agreement as specified in its opening paragraph.

To the extent the Independent Producers Group purports to have received DDE's authorization to represent it before the US Copyright Office, the Copyright Arbitration Royalty Panel, or the Copyright Royalty Board, with regard to certain specific DDE programs, please forward a copy of that list to my address, written above, immediately.

To the extent that the Agreement remains a valid agreement and is still in effect, and pursuant to paragraph 1 of the Letter of Extension, I am terminating the Agreement effective immediately. Therefore, based on paragraph 1 of the Letter of Extension, any right that Independent Producers Group or Worldwide Subsidy Group may have had to file with the Copyright Arbitration Royalty Panel or the Copyright Royalty Board for retransmission royalties on behalf of DDE, under the terms of the Mandate Agreement, will expire as of December 31, 2011.

Sincerely,

A handwritten signature in black ink, appearing to be 'Ron Devillier', written over a horizontal line.

Ron Devillier
(Signed copy via mail...RJD)

EXHIBIT B

From: worldwidesg@aol.com [<mailto:worldwidesg@aol.com>]
Sent: Wednesday, November 23, 2011 1:28 PM
To: rondev@comcast.net
Subject: ROYALTIES OWED for 2000-2003 cable and satellite retransmission royalties

Subject line: **ROYALTIES OWED** for 2000-2003 cable and satellite retransmission royalties

Dear Mr./Ms. **Joan E. Lanigan**,

You are being contacted as the identified representative (or alternate representative) of **Devillier Donegan Enterprises, L.P.**, because your company's prior claim for cable and satellite retransmission royalties.

Several years ago, your company engaged Worldwide Subsidy Group LLC ("WSG") for the purpose of collecting U.S. cable and satellite retransmission royalties, an obscure royalty distributed by the U.S. Copyright Office. After several years, the U.S. Copyright Office has finally commenced proceedings for the distribution of 2000-2003 cable royalties. The aggregate pool of money collected by the Copyright Office for this timeframe equals **over \$780 Million**, to be distributed to all valid claimants. As part of WSG's engagement, WSG has made annual claim on your behalf, thereby preserving your claim to royalties that would otherwise be forfeited.

WSG will be participating in the proceedings before the Copyright Office, advocating a particular methodology for the distribution of these royalties. In connection therewith, we need to identify all of our represented programs. As such, we need all represented claimants to review the attached Excel spreadsheet, which contains a list of the 2000-2003 royalty-generating programs, and identify which programs were owned or controlled during the 2000-2003 calendar years.

Please note that if you do not respond, your company may not receive any allocation of the substantial royalties that are scheduled for distribution.

We appreciate that the Excel program contains over 25,000 titles. Some titles will be allocated significantly more than others, i.e., there are \$1 Million claims and \$1 claims. However, please take note that when WSG first solicited your company it was because our preliminary analysis determined that significant royalties were owing to your company, generally no less than tens of thousands of dollars. In sum, it is well worth your while to review the attached list and identify programs controlled by your company. Please do not underestimate the value of any program, as a multitude of factors affect the value of royalties for the program, and are generally unrelated to the commercial value of the program.

Instructions: For those persons not thoroughly familiar with Excel, it is a very simple program with which to work. The Excel program allows one to search the information contained within each cell, simply by clicking on the "Find & Select" prompt (either on your "Home" tab or "Edit" tab, depending which Excel version is being used), and entering the information being sought, i.e., the program title. Make certain that your search does not seek just information that is an exact match within the cell, and that the search does not have to "match all cell contents". Rather, when you run a search, make certain that a match will be found even if the information is found in only "a part of the cell." Otherwise, unless you find an exact match, your search will come up short.

Please appreciate that the program titles are not always exact, and that a program title for the same show may be identified in multiple ways, e.g., "Oprah Winfrey", "The Oprah Winfrey Show", "Oprah", etc., so make certain that you identify all possible titles. In the foregoing example, only a search of "oprah" will yield all results. Make certain to keep clicking on the "Find Next" prompt until all results have been identified.

Identify your programs: The list of titles generating royalties appears in the first of two columns. The second column is blank, and is for the purpose of indicating which programs you control. If you find a match for a title controlled by your company during 2000-2003, enter your company name in the cell to the right of the program title, i.e., in the second column. Please indicate if your company did not control the program for the entirety of 2000-03. For example, next to the claimed titled, with your company name, indicate the years of control ("XYZ Company, 2000-01"). Once all of your company's claimed programs are identified on the Excel program, save the revised Excel spreadsheet, and email it back to us.

If you or someone at your company are absolutely uncomfortable working with Excel, then forward us a list of all your programs, and we will begin the search process ourselves.

Many of the recipients of this email are receiving it as the distributor of the programs owned by third parties. If your role was as the distributor, then include the programs controlled by your company as the distributor. Please do not ask us the value of the program or the expected royalties. At this juncture, we simply do not know and cannot venture an estimate until proceedings fully commence and we are able to see the universe of all other programs being claimed by all other claimants.

We are asking that an individual knowledgeable with catalogue respond as soon as possible, **but no later than Friday, January 6, 2012**. The sooner that we receive your response, however, the better we can represent your interests.

In closing, the proceedings before the U.S. Copyright Office have been a long time coming, and WSG is anxious to partake in them in order to receive the royalties justly due to WSG's represented claimants.

If you have any questions, please feel free to contact us at (210) 789-9084.

Sincerely,

Denise Vernon

Worldwide Subsidy Group LLC



EXHIBIT C

-----Original Message-----

From: worldwidesg <worldwidesg@aol.com>

To: rondev <rondev@comcast.net>

Sent: Wed, Mar 28, 2012 12:06 pm

Subject: URGENT; Devillier Donegan Enterprises

Ron,

I hope you had a constructive conversation with Joan. Per our conversation last week, I wanted to attach this document, which reflects programs that appear to have been controlled by Devillier Donegan Enterprises during 2000-2003, and appear to be worth a substantial amount of money.

You indicated that you and Joan had discussed the continuing obligations of your now-closed company, and resolved that because the company no longer exists, there are no continuing obligations. With all due respect to Joan, that is simply incorrect as a matter of law. Perhaps if the company had filed for bankruptcy, and had all its continuing obligations discharged by a court, that would be the case. But simply shutting down a company does not absolve the company, or its principals, from complying with its outstanding obligations. In fact, if the company no longer exists, issues then arise as to whether the beneficiaries of the company are personally liable for the acts (or non-acts) of the company, even though they would normally be absolved of any liability if the company were still existent. If you are working on the presumption that you have no further liability only because Devillier Donegan Enterprises is no longer existent, I strongly suggest that you re-examine that legal presumption.

In any event, all we are asking for here is for you to confirm which titles in the attached list were controlled by Devillier Donegan during 2000-2003. We performed, and are continuing to perform, the services that we agreed to perform, and would hope that your cooperation would not be dictated solely by your understanding as to whether you will be held accountable for any failure of Devillier Donegan to comply with its obligations under our agreement.

As I also said, we would be glad to work with you on this. If you have your catalogue list, just send it to us, and we will make the comparison ourselves. We are particularly interested to confirm your entitlement to "Islam: Empire of Faith".

Thanks, and I look forward to hearing from you.

Raul

From: worldwidesg@aol.com [<mailto:worldwidesg@aol.com>]

Sent: Thursday, March 29, 2012 7:46 PM

To: rondev@comcast.net

Subject: Fwd: URGENT; Devillier Donegan Enterprises

Ron,

as I stated in our conversation, I am very disappointed in the actions of either you or your representatives.

Last night, WSG sent out a mass email warning of some funny business that had started with the MPAA, which appeared very similar to some rather reprehensible acts that occurred ten years ago, acts that mislead WSG clients and led them to feel justifiably threatened.

What we can see from the email passed on to us from the legal counsel for the MPAA is that almost immediately the email that was sent to you last night was forwarded on to the MPAA's legal counsel. This raises some interesting issues, as it most certainly reflects that your company already knew the identity and email address of the MPAA's legal counsel, and leads us to surmise that you have previously shared our data with the MPAA. When we spoke, you stated that you had not forwarded the email to anyone other than your legal counsel, Joan Lanigan. If that is correct, then she is the one that forwarded it on to the MPAA, acting on your company's behalf. Notwithstanding, you would not provide me Ms. Lanigan's phone number, instructing me to go look it up myself.

We have specifically instructed that none of the information that we share with your company be passed on, noting that it could hurt not only your own claims, but the claims of several hundred other independent producers whom we represent. Sharing proprietary information with our adversaries is not in the spirit of the agreement by which WSG agreed to represent your company. In fact, pursuant to California law, which applies under our agreement, such actions are most certainly a breach of the covenant of good faith and fair dealing.

I am further disappointed by the fact that, despite your bizarre impression that your company (and you, personally) have no further obligations under our agreement simply because you have ceased conducting business, I was trying to work with you to explain why it was in your best interest to do so, without demands or legalism. Clearly, no good deed goes unpunished, and our reward for civility was for either you or your attorney to blithely betray our confidence and jeopardize the claims of several other producers. Such actions are uniquely unflattering.

At this point, we really have little to discuss, other than to remind you that WSG will expect your company to engage in its best efforts to comply with the WSG agreement. We do not accept that you have no further obligation to comply. We do not accept your representation that you have no lists or information as to your prior programming. Such assertion simply lacks any credibility.

We expect your list of programming to be provided to us no later than Monday, March 29, 2012, in order for this matter to not be further reduced to a legal action. I trust that you will pass this email on to Joan Lanigan yourself.

Raul Galaz
Worldwide Subsidy Group

EXHIBIT D

Pick & Boydston, LLP
A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION
10786 Le Conte Ave.
Los Angeles, California 90014-1644

April 24, 2012

Re: **URGENT; RESPONSE REQUIRED**

Dear Sir/Madam,

This law firm represents Worldwide Subsidy Group LLC, dba Independent Producers Group ("WSG"). We are writing you because your organization has not responded to multiple emails sent from WSG (starting in November 2011), requesting your assistance in the preparation of royalty claims that are being made on your company's behalf. Your company has also failed to respond to correspondence previously sent from our law firm.

Several years ago, your company engaged WSG for the purpose of collecting U.S. cable and satellite retransmission royalties, an obscure royalty distributed by the U.S. Copyright Office. WSG has complied, and continues to comply, with its obligations under the agreement, spending thousands of dollars in the preparation of proceedings that are imminent. Your company's sole obligation was to cooperate with the identification of your program catalogue.

At this point, your company has failed to respond to no less than a half-dozen items of correspondence seeking identification of your programming. I regret to inform you that such failure is a breach of the agreement that your company entered into with WSG, and if your company fails to immediately respond and identify its programming from the list of royalty-generating titles previously submitted, WSG will seek recourse against your company in a court of law for lost profits and the costs of its services. Response is required no later than Thursday, May 3, 2012.

I am presuming that you have access to the files previously forwarded to you. However, if by some chance you are unaware of the several pieces of prior correspondence, then please accept my apologies, and contact WSG immediately at either worldwidesg@aol.com, or (210) 789-9084.

Thank you for your immediate attention to this matter.

Sincerely,

Pick & Boydston, LLP

Brian D. Boydston

EXHIBIT E

Ron Devillier

From: Ron Devillier [rondev@comcast.net]
Sent: Friday, April 27, 2012 5:36 PM
To: 'brianb@ix.netcom.com'
Cc: 'Ron Devillier'
Attachments: wsgcor9 l51 (2).rtf

Dear Mr. Boydston:

I am responding to your letters of March 29th and April 24th concerning WGS and the 2000-2003 cable royalty distribution proceedings. You should note that Devillier Donegan Enterprises, L.P. no longer exists and there is no successor organization. I am responding as a courtesy. You should also note that we have no recollection of having executed the documents you have sent us and are not convinced they are valid. Nevertheless, we have made a reasonable attempt to provide the information you have requested. The results of our effort are as follows:

The 16 titles you have asked us about were at one time distributed by DDE.

Two of the titles were removed from DDE's catalogue around 1993:

- Grace Kelly: The American Princess
- Marilyn Monroe: Beyond the Legend

13 of the remaining 14 titles on the list were only licensed by DDE to PBS. They are:

- Greeks: Crucible Civilization
- Hidden Worlds
- Islam: Empire of Faith
- Jack Lemmon
- Living Edens
- Lost Liners
- Mysteries of the Deep
- Napoleon
- Queen Victoria' Empire
- Red Files
- Sahara
- The Natural History of the Chicken
- Trial of Adolf Eichmann

The program on your list identified as Monty Python is generic. There are many programs with Monty Python in the title. DDE was the distributor for Monty Python's Flying Circus. It was never sold in commercial syndication by DDE. It was sold to public television and generated copyright royalties which have been collected.

As a final note, as I have stated previously, during 2000-2003 DDE was registered with PBS for the collection and distribution of copyright royalties generated for all of its programs broadcast on PBS.

I have no further information with respect to the titles listed by your client.

4/27/2012

Sincerely,

Ron Devillier

A signed copy of this letter has been mailed to your new office
Pick & Boydston, LLP
10786 Le Conte Avenue
Los Angeles, CA 90024

4/27/2012

EXHIBIT F

Ron J. Devillier

From: worldwidesg@aol.com
Sent: Sunday, September 14, 2014 3:21 PM
To: ronjd@devillier.com
Subject: ACTION REQUIRED - - Claimed Programming for 1999-2009 Satellite Retransmission Royalties and 2004-2009 Cable Retransmission Royalties

Attachments: Devillier Donegan Enterprises.xls

Re: ACTION REQUIRED - - Claimed Programming for 1999-2009 Satellite Retransmission Royalties and 2004-2009 Cable Retransmission Royalties

Dear Mr./Ms. Devillier,

You are being contacted as the designated representative of **Devillier Donegan Enterprises**. In connection with the above-referenced proceedings before the U.S. Copyright Office, our mutual adversary (the Motion Picture Association of America; "MPAA") has made claim to programming to which you have previously made claim through Independent Producers Group. That is, the claim is in conflict.

For your review is the attached spreadsheet, pursuant to which we have identified the program titles in conflict, the conflicting claimant/agent, and the years that are in conflict. Please review these conflicting claims at this time and, **IF YOU ARE AWARE**, provide us any information that will assist us in challenging the competing claim and maintaining your claim. This information may be provided by you in the "Comments" column and returned to us on the electronic Excel spreadsheet.

In many circumstances, the MPAA's claim is vis-à-vis agents for which no underlying documentation has been produced. For example, the MPAA is acting as an agent for Company A, who itself is an agent of purported owner Company B. Nevertheless, no documentation between Company A and Company B was produced by the MPAA under any circumstances, so we are unable to confirm that Company A actually represents Company B, or even that Company B made claim to the conflicting program.

Any type of "Comments" is appreciated. For example, we see a circumstance where an MPAA-represented distributor has made claim for a program that had not been distributed by them for almost a decade. We also see circumstances in which the *broadcaster* has attempted to make claim for the program, which is not allowed.

Please note that there are occasions in which there are different programs that have the same name. If you believe such may be the case, please indicate so in the "Comments" section. Also note that for certain recipients of this email, IPG was not the designated agent for each of the years 2000-2009. Nonetheless, we are providing the information to you in order that you may learn of other parties that might be inappropriately claiming your programming for the years in question, i.e., misappropriating

10/3/2014

your royalties.

ACTION REQUIRED: Thank you for your attention to this matter, and we would appreciate if you could return the attached Excel spreadsheet to us as soon as possible with any "Comments" no later than **September 26, 2014**, approximately two weeks, in order that we have sufficient time to incorporate your comments into a filing due two weeks thereafter. As always, receipt of this sooner is very helpful.

Thank you for your assistance and support.

Denise Vernon

Worldwide Subsidy Group/Independent Producers Group

10/3/2014

Program Claims

PROGRAM	IPG CLAIMANT	MPAA-represented Owner (Parent/Agent)	MPAA-represented Parent/Agent	Years claimed by MPAA	Comments
Sahara	Devillier Donegan Enterprises	PARAMOUNT PICTURES CORPORATION		2008	
Sahara	Devillier Donegan Enterprises	PARAMOUNT PICTURES CORPORATION		2009	

Before the
LIBRARY OF CONGRESS
Copyright Royalty Judges

<i>In re</i> DISTRIBUTION OF 2004, 2005, 2006, 2007, 2008 and 2009 Cable Royalty Funds	DOCKET NO. 2012-6 CRB CD (2004-2009) (Phase II)
<i>In re</i> DISTRIBUTION OF 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008 AND 2009 Satellite Royalty Funds	DOCKET NO. 2012-7 CRB SD 1999-2009 (Phase II)

AFFIDAVIT OF DIANE ESKENAZI

I, Diane Eskenazi, hereby state under penalty of perjury that:

1. I am over eighteen (18) years of age and am employed as President of Golden Films Finance Corporation IV dba Golden Films and American Film Investment Corporation dba Golden Films (collectively "Golden Films"). I am authorized to submit this affidavit on behalf of Golden Films. I have personal knowledge of the following facts and, if called and sworn as a witness, could and would competently testify thereto.
2. Golden Films terminated Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") as its agent on September 7, 2004. A copy of this termination letter is attached hereto as Exhibit A. Thereafter, on December 7, 2004, Golden Films engaged the Independent Film & Television Alliance ("IFTA") as its agent and authorized representative in connection with the collection of U.S. retransmission royalties for the 2004-2009 cable and satellite royalty years. By agreement with IFTA, the Motion Picture Association of America, Inc. ("MPAA") is authorized to represent Golden Films in proceedings before the Copyright Royalty Judges ("Judges") regarding the distribution of these royalties.
3. In March 2014, representatives of IPG contacted Golden Films seeking to have Golden Films complete two documents acknowledging that Golden Films had engaged IPG for the collection of 1999-2009 cable and satellite retransmission royalties ("Acknowledgements"). Copies of the two Acknowledgements are attached hereto as Exhibit B. I executed the Acknowledgements in error based on misrepresentations made by IPG, and I hereby revoke both Acknowledgements on behalf of Golden Films.
4. IPG is not authorized to represent the interests of Golden Films before the Copyright Royalty Judges in any proceedings concerning the collection of U.S. cable and satellite retransmission royalties for the 2004-2009 royalty years. Any cable or satellite royalties attributed to Golden Films for the 2004-2009 royalty years should be distributed to MPAA, Golden Films' authorized representative.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct, and of my personal knowledge.

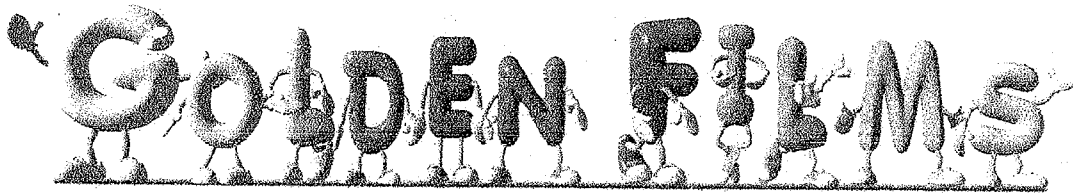
Executed this 2 th day of October, 2014, at Woodside, California.



Diane Eskenazi

President, Golden Films Finance Corporation IV dba Golden Films
and
American Film Investment Corporation dba Golden Films

EXHIBIT A



September 9, 2004

By Registered Mail

Marian Oshita
Worldwide Subsidy Group
9903 Santa Monica Boulevard, Suite 655
Beverly Hills, California 90212

Dear Marian,

In reference to our agreement dated as of June 20, 1998, whilst we appreciate your efforts in collecting for us, we have not received either a report or payment from you since February 12, 2003, for the period ending 'March 2003.' These dates in themselves do not seem possible, as how can you report through March 2003 in February of the same year.

Paragraph 5 of our Agreement reads "Agent shall account for and make payment of Principal's share of the Distribution Proceeds within thirty (30) days after each quarter-annual period following execution of this Agreement."

I understand from Agicoa that you have been collecting royalties on our behalf. Yet you have never reported these. We will give you the details when we receive it from Agicoa. In addition, these films have been actively and widely distributed worldwide in video and broadcast since 1995. There should be no lapse in royalty income.

Please consider this an immediate termination of our agreement. I am willing to discuss a further arrangement if you can clarify why we haven't been accounted to and a few questions below.

It seems that any royalties paid to date are Blank Tape Levies and I can not find on any statement a payment for re-transmission royalties. Can you please explain this. According to our records, we have received only 2 payments from you since 1998. In the statement ending March 2000, there was one payment in the amount of \$3,288 for Jungle Book "educational". Why is it that payments such as this one occurred only once, and only for one title.

I look forward to the your response.

Sincerely,

A handwritten signature in cursive script, appearing to read "Diane Eskenazi".

Diane Eskenazi
President

291 Greer Road * Woodside, California 94062
Telephone (650) 529-0999 * Facsimile (650) 851-1599 * GoldenFilm @ aol.com

EXHIBIT B

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 1999-2009

Claimant: Golden Films Finance Corporation dba Golden Films Entertainment


(Handwritten signature)

Diane Eskerazi
(Typed or printed name)

President
(Title)

3/14/2014
(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

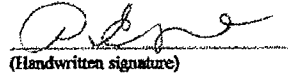
Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: ~~2000-2009~~

Claimant: **American Film Investment Corporation dba Golden Films Entertainment**



(Handwritten signature)

Diane Esterici

(Typed or printed name)

President

(Title)

3/14/2014

(Date)

**Before the
LIBRARY OF CONGRESS
Copyright Royalty Judges**

In re

**DISTRIBUTION OF 2004, 2005, 2006, 2007,
2008 and 2009 Cable Royalty Funds**

**DOCKET NO. 2012-6 CRB CD (2004-2009)
(Phase II)**

In re

**DISTRIBUTION OF 1999, 2000, 2001, 2002,
2003, 2004, 2005, 2006, 2007, 2008 AND
2009 Satellite Royalty Funds**

**DOCKET NO. 2012-7 CRB SD 1999-2009
(Phase II)**

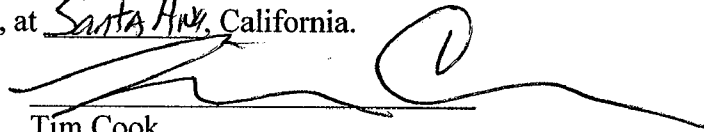
AFFIDAVIT OF TIM COOK

I, Tim Cook, hereby state under penalty of perjury that:

1. I am over eighteen (18) years of age and am employed as President and Chief Executive Officer (“CEO”) of Pacific Family Entertainment (“Pacific”). I am authorized to submit this affidavit on behalf of Pacific. I have personal knowledge of the following facts and, if called and sworn as a witness, could and would competently testify thereto.
2. Pacific engaged Compact Collections, Ltd. (“Compact”) as its agent and authorized representative in connection with the collection of U.S. retransmission royalties for the 2001-2009 cable and satellite royalty years. By agreement with Compact, the Motion Picture Association of America, Inc. (“MPAA”) is authorized to represent Pacific in proceedings before the Copyright Royalty Judges (“Judges”) regarding the distribution of these royalties.
3. In March 2014, representatives of Worldwide Subsidy Group LLC dba Independent Producers Group (“IPG”) contacted Pacific seeking to have Pacific complete a document acknowledging that Pacific had engaged IPG for the collection of 1999-2009 cable and satellite retransmission royalties (“Acknowledgement”). I was absent from the office undergoing cancer treatment at the time of IPG’s request and was unable to discuss the request with my staff. In my absence, Juan Dominguez, Pacific’s Vice President of Business Affairs, executed the Acknowledgement, a copy of which is attached hereto as Exhibit A. The Acknowledgement was executed by Mr. Dominguez in error, and I hereby revoke the Acknowledgement on behalf of Pacific.
4. IPG is not authorized to represent the interests of Pacific before the Copyright Royalty Judges in any proceedings concerning the collection of U.S. cable and satellite retransmission royalties.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct, and of my personal knowledge.

Executed this 10th day of September, 2014, at Santa Ana, California.

A handwritten signature in black ink, appearing to be 'Tim Cook', written over a horizontal line.

Tim Cook
President/CEO, Pacific Family Entertainment

EXHIBIT A

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 1999-2009

Claimant: Pacific Family Entertainment LLC



(Handwritten signature)

Juan Dominguez

(Typed or printed name)

Vice President - Business Affairs

(Title)

3-4-2014

(Date)

**Before the
LIBRARY OF CONGRESS
Copyright Royalty Judges**

In re

**DISTRIBUTION OF 2004, 2005, 2006, 2007,
2008 and 2009 Cable Royalty Funds**

**DOCKET NO. 2012-6 CRB CD (2004-2009)
(Phase II)**

In re

**DISTRIBUTION OF 1999, 2000, 2001, 2002,
2003, 2004, 2005, 2006, 2007, 2008 AND
2009 Satellite Royalty Funds**

**DOCKET NO. 2012-7 CRB SD 1999-2009
(Phase II)**

AFFIDAVIT OF JUAN DOMINGUEZ

I, Juan Dominguez, hereby state under penalty of perjury that:

1. I am over eighteen (18) years of age and am employed as the Vice President of Business Affairs for Pacific Family Entertainment ("Pacific"). I am authorized to submit this affidavit on behalf of Pacific. I have personal knowledge of the following facts and, if called and sworn as a witness, could and would competently testify thereto.

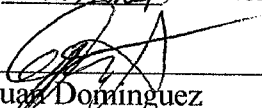
2. Pacific engaged Compact Collections, Ltd. ("Compact") as its agent and authorized representative in connection with the collection of U.S. retransmission royalties for the 2001-2009 cable and satellite royalty years. By agreement with Compact, the Motion Picture Association of America, Inc. ("MPAA") is authorized to represent Pacific in proceedings before the Copyright Royalty Judges ("Judges") regarding the distribution of these royalties.

3. In March 2014, representatives of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") contacted Pacific seeking to have Pacific complete a document acknowledging that Pacific had engaged IPG for the collection of 1999-2009 cable and satellite retransmission royalties ("Acknowledgement"). I executed the attached Acknowledgement without consulting with Pacific's President and Chief Executive Officer, Tim Cook, because he was undergoing cancer treatment at the time and could not be contacted. The Acknowledgement was executed by me in error, and I hereby revoke it.

4. I now understand that IPG is not authorized to represent the interests of Pacific before the Copyright Royalty Judges in any proceedings concerning the collection of U.S. cable and satellite retransmission royalties.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct, and of my personal knowledge.

Executed this 10 th day of September 2014, at Santa Ana, California.



Juan Dominguez
Vice President of Business Affairs
Pacific Family Entertainment

EXHIBIT A

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: **1999-2009**

Claimant: **Pacific Family Entertainment LLC**



(Handwritten signature)

Juan Dominguez
(Typed or printed name)

Vice President - Business Affairs
(Title)

3-4-2014
(Date)

**Before the
LIBRARY OF CONGRESS
Copyright Royalty Board**

<i>In re</i> DISTRIBUTION OF 2004, 2005, 2006, 2007, 2008 and 2009 Cable Royalty Funds	DOCKET NO. 2012-6 CRB CD (2004-2009) (Phase II)
<i>In re</i> DISTRIBUTION OF 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008 AND 2009 Satellite Royalty Funds	DOCKET NO. 2012-7 CRB SD 1999-2009 (Phase II)

AFFIDAVIT OF EDWARD SAFA

I, Edward Safa, hereby state under penalty of perjury that:

1. I am over eighteen (18) years of age and am employed as the Chief Financial Officer of LATV Networks, LLC dba Latino Alternative Television (collectively "LATV"). I am authorized to submit this affidavit on behalf of LATV. I have personal knowledge of the following facts and, if called and sworn as a witness, could and would competently testify thereto.

2. LATV acquired certain assets of Urban Latino TV, LLC ("Urban Latino") in 2007, and by that acquisition, stands as a successor in interest to Urban Latino.

3. On June 9, 2002, Robert Rose of Urban Latino executed a representation agreement with Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG"), which designated IPG as Urban Latino's agent for collection of U.S retransmission royalties. Thereafter, on May 28, 2003, Mr. Rose sent a certified letter to IPG terminating Urban Latino's representation agreement with IPG, effective immediately. *See* Letter to Marian Oshita from Robert G. Rose, dated May 28, 2003 (attached hereto as Exhibit A). Urban Latino also instructed IPG to cease from filing claims on its behalf and to "assign any claims under that [terminated] agreement that were made on behalf of ...Urban Latino TV to Hammerman, PLLC." *See id.*

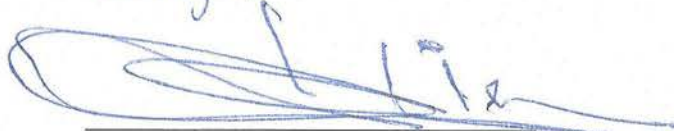
4. On April 25, 2014, at the request of IPG, I executed the document entitled "Acknowledgement of Representation, U.S. Cable and Satellite Royalties, Calendar Years 1999-2009," attached hereto as Exhibit B, which purported to "confirm and acknowledge" that Urban Latino TV had engaged Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the 2001-2005 calendar years. I executed this document in error because I was not aware that Urban Latino had previously terminated IPG as its agent for collection of U.S. retransmission royalties.

Accordingly, I hereby revoke my confirmation and acknowledgement of IPG's representation of Urban Latino.

5. IPG is not authorized to represent the interests of LATV or Urban Latino in any proceedings before the Copyright Royalty Judges.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct, and of my personal knowledge.

Executed this 2nd day of Sept, 2014, at Los Angeles, California.

A handwritten signature in blue ink, appearing to read 'Edward Safa', written over a horizontal line.

By: Edward Safa
LATV Networks, LLC
CFO

EXHIBIT A



ARTIST & IDEA MANAGEMENT

AM
forward

May 28th, 2003

Via Certified Mail
Marian Oshita
Worldwide Subsidy Group d/b/a Independent Producers Group
9903 Santa Monica Blvd., # 655
Beverly Hills, California 90212

Dear Ms. Oshita:

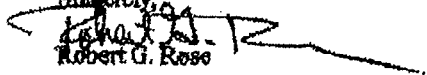
The purpose of this letter is to terminate any agreements by and between Artist and Idea Management, Ltd. and Urban Latino TV, LLC, owner of the television program, "Urban Latino TV," and Worldwide Subsidy Group and/or Independent Producers Group effective immediately.

Neither Worldwide Subsidy Group d/b/a Independent Producers Group, nor Independent Producers Group d/b/a Worldwide Subsidy Group, nor any other agents, affiliates, or assignees of your organization(s) are authorized to claim to represent, to represent, or to file any more documentation for pending or future claims for my company in any domestic or international matters.

You are hereby instructed to assign any claims under that agreement that were made on behalf of Artist and Idea Management or Urban Latino TV to Hammerman, PLLC. You will be compensated fully for any claims in which you have rendered services under the terms of any valid agreement up through television programming year 2001 for cable and satellite retransmission royalty claims filed at the United States Copyright Office.

Please provide me with a detailed status report, copies of, and an accounting for all claims filed on behalf of Artist and Idea Management or Urban Latino TV domestically and internationally by June 15, 2003. That information and all further communications should be directed to our attorney Edward S. Hammerman, Esq., Intermediary Copyright Royalty Services, a division of Hammerman, PLLC, 5335 Wisconsin Avenue, N.W., Suite 440, Washington, D.C. 20015-2052.

Finally, I would appreciate it if you would notify all copyright collectives with whom you have filed royalty claims that you no longer represent my company. Thank you.

Sincerely,

Robert G. Rose

One Astor Place, Suite 5-S • New York, NY 10003 • (212) 253-6153 • (212) 253-7007 fax
www.artistandidea.com • Rob@artistandidea.com

EXHIBIT B

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: **2001-2005**

Claimant: **Urban Latino TV (by successor-in-interest LATV Networks, LLC dba Latino Alternative Television)**



(Handwritten signature)

EDWARD SAFA

(Typed or printed name)

CFO

(Title)

4/25/2014

(Date)

Before the
LIBRARY OF CONGRESS
Copyright Royalty Judges

<i>In re</i> DISTRIBUTION OF 2004, 2005, 2006, 2007, 2008 and 2009 Cable Royalty Funds	DOCKET NO. 2012-6 CRB CD (2004-2009) (Phase II)
<i>In re</i> DISTRIBUTION OF 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008 AND 2009 Satellite Royalty Funds	DOCKET NO. 2012-7 CRB SD 1999-2009 (Phase II)

AFFIDAVIT OF WORLDWIDE PANTS REPRESENTATIVE

I, **Fred Nigro**, hereby state under penalty of perjury that:

1. I am over eighteen (18) years of age and am employed as Secretary of Worldwide Pants, Inc. (“WPI”). I am authorized to submit this affidavit on behalf of WPI. I have personal knowledge of the following facts and, if called and sworn as a witness, could and would competently testify thereto.

2. On May 1, 1999 WPI entered a representation agreement with Worldwide Subsidy Group LLC dba Independent Producers Group (“IPG”), a copy of which is attached hereto as Exhibit A (“Agreement”). WPI terminated the Agreement on or about August 6, 2002 by issuance of a Notice of Rescission letter, a copy of which is attached hereto as Exhibit B (“Rescission Notice”).

3. The Rescission Notice was based, in part, on WPI’s discovery of the criminal conduct of IPG’s founder and former principal, Raul Galaz, who, beginning with the 1996 royalty year, began using fictitious claimant names to receive, illegally, retransmission royalties from the United States Copyright Office.

4. The Rescission Notice was also based, in part, on the failure of consideration prompted by Mr. Galaz’s criminal conviction and then-pending incarceration, as well as the tarnishing of IPG’s reputation with various governmental entities administering copyright royalty services to which IPG was to make filings on WPI’s behalf.

5. In another written instrument dated January 28, 2003 (the “Agreement Amendment”), WPI and IPG agreed to amend the Agreement wherein the term of the Agreement was amended to have commenced on May 1, 1999 and to have terminated on December 31, 2002 (instead of August 6, 2002). A copy of the Agreement Amendment is attached hereto as Exhibit C.

6. On February 1, 2007, at IPG's request, WPI executed a declaration for the limited purpose of confirming to the Copyright Collective of Canada ("CCC") that IPG had authority to collect certain Canadian retransmission royalties during the period covered by the Agreement and the Amended Agreement. The declaration relates only to Canadian retransmission copyright royalties and not to any retransmission copyright royalties in any other country. The declaration does not constitute, nor was it ever intended by the parties to act as, renewal or a renewed contractual agreement between IPG and WPI. A copy of the executed declaration is attached hereto as Exhibit D.

7. IPG was not authorized to make any filings or submit any claims on WPI's behalf for any U.S. retransmission rights royalty claims applicable to calendar years 2003 to the present. IPG was not authorized to make any filings or submit any claims to the U.S. Copyright Office or the Copyright Royalty Judges on WPI's behalf after December 31, 2002. To the extent any such filings were made by IPG they are unauthorized by WPI.

8. In March 2012, WPI received communications from IPG related to the assertion of potential claims with the U.S. Copyright Office on WPI's behalf for cable and satellite retransmission royalties related to WPI's programs. In April 2012, WPI's counsel corresponded with IPG's counsel and advised IPG that all U.S. cable and satellite retransmission royalties related to WPI's programs were actually collected by, and at that time had already been collected by, WPI's distributor, CBS, and that CBS had already received payment for these royalties through the Motion Picture Association of America, Inc. WPI also advised IPG that IPG had no right to make claims on WPI's behalf where such claims were reserved to WPI's distributor, which is the case for all U.S. cable and satellite retransmission royalties for the WPI programs identified in the Agreement.

9. In March 2014, WPI again received communications from IPG related to the assertion of potential claims with the U.S. Copyright Office on WPI's behalf for cable and satellite retransmission royalties related to WPI's programs for the time period 2000-2009. On March 28, 2014, WPI's counsel sent an e-mail to IPG's counsel restating the fact that IPG was not authorized to collect U.S. cable or satellite retransmission royalties on behalf of WPI. WPI further requested that IPG inform all affected third parties that IPG is not authorized to represent WPI in connection with the collection of U.S. cable and satellite retransmission royalties. A copy of WPI's March 28, 2014 e-mail correspondence with IPG's counsel is attached hereto as Exhibit E.

10. IPG is not authorized to represent the interests of WPI before the Copyright Royalty Judges in any proceedings concerning the collection of U.S. cable and satellite retransmission royalties.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct, and of my personal knowledge.

Executed this 7th day of October, 2014, at Los Angeles, California.


Fred Nigro

EXHIBIT A

EXECUTED

Representation Agreement

The following shall set forth the agreement between Worldwide Subsidy Group ("WSG") and Worldwide Pants Incorporated ("Principal"), dated as of May 1, 1999 (the "Agreement").

1. Authorization: Insofar as Principal has the right to do so and only to the extent permitted under applicable law and by Principal's distribution, licensing and sales agency agreements with third parties in connection with the Programs (as defined below), Principal hereby exclusively authorizes WSG to apply for and collect any and all monies distributed by audiovisual copyright collection societies throughout the world (e.g., monies derived from rights set forth on Exhibit "A" hereto) solely for the audiovisual works owned and/or distributed by Principal (the "Programs") for which Principal provides WSG program registration information in writing. [Principal and WSG jointly acknowledge that Principal has submitted program registration information for "Late Show with David Letterman", "The Late Late Show with Tom Snyder" and "The Late Late Show with Craig Kilborn".] Monies received by WSG pursuant to such authorization are referred to herein as the "Distribution Proceeds". The foregoing authorization shall apply to Distribution Proceeds applicable to the Term or prior to the Term, irrespective of when such Distribution Proceeds are payable.
2. Term: The term of this Agreement shall commence upon the date hereof and terminate upon completion of the first full calendar semi-annual period following written notice by either party that the Agreement is terminated, provided that the Term shall be for a period of no less than four (4) years.
3. Distribution Information: Principal will promptly inform WSG of additional Programs owned and/or distributed by Principal which Principal wishes to be covered hereunder. Promptly following WSG's request therefor, Principal shall provide WSG pertinent information regarding the Programs that will assist in the application for and collection of Distribution Proceeds, including the number of episodes produced (if applicable), the director(s), writer(s) and actor(s) for the Program, a list of each territory for which each Program is being distributed and the identity of the local distributor. Upon further request by WSG, Principal shall provide WSG any and all documents relating to the distribution of Programs in a territory to which Principal has access and which Principal is entitled to provide to WSG.
4. Compensation to Principal/WSG: In consideration of the foregoing, WSG shall remit to Principal an amount equal to eighty percent (80%) of the Distribution Proceeds and WSG shall retain an amount equal to twenty percent (20%) of the Distribution Proceeds. Neither Principal nor WSG makes any representation as to the existence or amount of Distribution Proceeds.
5. Accounting and Payments: WSG shall account for and make payment of

Principal's share of the Distribution Proceeds within thirty (30) days after each quarter-annual period following receipt of such Distribution Proceeds by WSG. Upon reasonable notice, Principal shall be entitled to inspect the books and records of WSG, which shall be kept in WSG's Los Angeles office, relating to the collection of the Distribution Proceeds, provided that the books and records relating to any statement rendered hereunder may only be inspected twice, and that such right terminate with respect to any statement remitted hereunder two (2) years following Principal's receipt of such statement. WSG acknowledges and agrees to answer any reasonable questions of Principal in a timely manner regarding its representation hereunder and the Distribution Proceeds that it has applied for and/or collected. All statements remitted hereunder shall be deemed approved and subject to no further claim unless objection thereto is made within two (2) years following Principal's receipt of such statement.

6. Confidentiality: Principal and WSG agree that neither party shall reveal the terms of this agreement to any third party unless required to do so by the authority of a court of competent jurisdiction. Notwithstanding the foregoing, WSG shall be entitled to reveal relevant portions of this agreement to governmental or quasi-governmental agencies for the specific purpose of verifying WSG's engagement hereunder solely in order to cause such governmental or quasi-governmental agencies to release Distribution Proceeds claimed hereunder. Nothing contained herein shall prohibit Principal from revealing to third parties that it is represented by WSG for the collection of Distribution Proceeds.
7. Representations and Warranties: Principal warrants that Principal is the exclusive registered owner of copyright to the Programs in the United States, and has not previously conveyed copyright ownership to any third party. Principal further warrants that Principal has authorized exhibition of the Programs in their entirety in the United States exclusively pursuant to direct license agreements with broadcasters and not pursuant to agreements with any distributors or sales agents. The parties hereto reciprocally warrant that they have the right to enter into this agreement and fully perform their obligations hereunder. WSG further warrants that its entering into this agreement shall not violate the rights of any third party. WSG will use all reasonable efforts to collect Distribution Proceeds.
8. Indemnity: Each party hereby agrees to hold the other harmless and indemnify the other for any claims, actions, liabilities or proceedings (including reasonable outside attorneys fees) resulting from or related to the breach of any warranty, representation, covenant or agreement hereunder.
9. Fiduciary; Monies Held In Trust: WSG acknowledges that WSG shall be subject to all the obligations and responsibilities of a fiduciary of Principal in connection with the performance of WSG's services pursuant to this Agreement. Upon WSG's receipt of Distribution Proceeds owing to Principal pursuant to paragraph 5 hereunder, WSG agrees to promptly segregate such monies from any other

account controlled by WSG, or make payment of such monies to Principal.

10. Payment Authorization: If, during the Term, WSG receives payments pursuant to this agreement by check made payable directly to Principal, Principal hereby grants WSG the nonexclusive and limited authority to endorse and deposit such checks into WSG's account.
11. Notices: Notices hereunder shall be in writing, and be deemed effective when received. Notices to WSG shall be to Worldwide Subsidy Group, 9903 Santa Monica Blvd., Ste. 655, Beverly Hills, California 90212. Notices to Principal shall be to Worldwide Pants Incorporated, 1697 Broadway, New York, NY 10019, Attn.: Mr. Jim Peterson. A courtesy copy of all notices to Principal shall be provided to Armstrong, Hirsch, et al., 1888 Century Park East, Los Angeles, California 90067, Attn.: Eric C. Weissier, Esq.
12. Law and Jurisdiction: The parties hereto agree that any interpretation of this Agreement shall be governed by California law, subject to the exclusive personal and subject matter jurisdiction of state and federal courts located in Los Angeles County, California.
13. Miscellaneous. This agreement constitutes the sole binding agreement between the parties with respect to its subject matter, supercedes any and all prior agreements and may not be modified except by a written instrument signed by the parties hereto. Except as expressly set forth herein, Principal has not made any representation or warranties with respect to this Agreement and/or to induce WSG to execute this Agreement.

If the foregoing comports with your understanding of this matter, please so signify by signing below.

Worldwide Subsidy Group ("WSG")

Worldwide Pants Incorporated
(Principal)

By: 
An Authorized Signatory


By: 
An Authorized Signatory

EXHIBIT "A"

1. Cable and Satellite Retransmission Royalties. Royalties and charges imposed by law with respect to the retransmission by cable or satellite of terrestrial broadcast signals.
2. Private Copying Levies. Levies and charges imposed by law on the distribution of blank videocassettes, videodiscs and playback devices, designed to compensate for the private copying of audiovisual works.
3. Educational Institution Levies. Royalties imposed by law with respect to the copying of audiovisual works from television broadcasts or retransmissions, where such copying is made by, or on behalf of, educational institutions.
4. Rental and Lending Levies. Royalties imposed by law with respect to the rental or lending of videocassettes and videodiscs to consumers.
5. Public Performance Television Royalties. Royalties imposed by law with respect to the exhibition to the public of audiovisual works by television broadcasts in publicly accessible businesses or establishments.
6. Public Performance Video Royalties. Royalties imposed by law with respect to the exhibition to the public of audiovisual works by video in publicly accessible businesses or establishments.
7. Theatrical Box Office Levies. Royalties and charges imposed by law on ticket sales to consumers for viewing motion pictures in theaters.

EXHIBIT B

LAW OFFICES

ARMSTRONG HIRSCH JACKOWAY TYERMAN & WERTHEIMER

A PROFESSIONAL CORPORATION

1888 CENTURY PARK EAST, 18TH FLOOR
LOS ANGELES, CALIFORNIA 90067-1722

KARL R. AUSTEN
JEFFREY B. A. BERNSTEIN*
JOSEPH D'ONOFRIO
ALAN J. EPSTEIN
HOWARD A. FISHMAN
ANDREW L. GALKER
ROBERT S. GETMAN
GEORGE T. HAYUM*
BARRY L. HIRSCH*
MYREON M. HODUR
JAMES R. JACKOWAY*
CHRISTIANNE F. KERNS
LEON LIU

JAMES C. MANDELBAUM*
ANDREA S. MATIAUDA
DAVID J. MATLOF
MARCY S. MORRIS
MICHELE M. MULROONEY
GEOFFREY W. OBLATH
PAUL D. REESE
ROBERT L. STULBERG
DARREN M. TRATTNER
BARRY W. TYERMAN
ROBERT S. WALLERSTEIN
ERIC C. WESSLER*
ALAN S. WERTHEIMER

*ALSO ADMITTED IN NEW YORK

TELEPHONE
(310) 553-0305
FACSIMILE
(310) 553-5036
OF COUNSEL
ARTHUR O. ARMSTRONG
RONALD J. BASS
GERALDINE S. HEMMERLING

OUR FILE

August 6, 2002

2718.99

Via Telecopier (830) 438-8882 & Certified Mail

Mr. Raul Galaz
Worldwide Subsidy Group
9903 Santa Monica Boulevard, Suite 655
Beverly Hills, CA 90212

**Re: Worldwide Pants Incorporated -w- Worldwide Subsidy Group /
NOTICE OF RESCISSION**

Dear Mr. Galaz:

As you know, we represent Worldwide Pants Incorporated ("WPI"). It has come to our attention that you have pled guilty in the United States District Court for the District of Columbia to mail fraud in connection with your collection, through Worldwide Subsidy Group ("WSG"), of cable and satellite retransmission royalties. As our client negotiated an agreement with you on behalf of WSG for the collection of such royalties in the United States and abroad, pursuant to Section 1689 of the California Civil Code, WPI hereby rescinds said contract on various grounds, including without limitation, fraud and failure of consideration.

The law is well settled that, under the circumstances, WPI has authority to rescind the above-referenced agreement (the "Agreement"). Specifically, according to Section 1689, "a party to a contract may rescind the contract in the following cases . . . (1) If the consent of the party rescinding . . . was given by fraud . . . exercised by or with the connivance of the party as to whom he rescinds . . . ; [and] (2) If the consideration of the rescinding party fails, in whole or in part, through the fault of the party as to whom he rescinds."

First, WPI consented to enter into the Agreement based on fraud. In the course of the negotiations you misrepresented to my colleague, Eric Weissler, and to WPI employee, Amy Rubin, the kind of company that WSG was and the kind of executive that you were. In particular, you indicated that WSG was a first-class operation and that it was the leader in the field of application for and collection of retransmission royalties and other levies. You failed to indicate, for example, that at the time that you were negotiating the final issues of the above-referenced contract, the Justice Department was investigating you for criminal conduct in connection with a scheme to defraud the United States and the MPAA, that you had materially lied under oath in administrative proceedings

Mr. Raul Galaz
August 6, 2002
Page 2

convened by the Library of Congress and engaged in other criminal conduct. Each of these facts which are now set forth in your plea agreement, if known, would have caused WPI not to contract with WSG.

Second, there undoubtedly is a failure of consideration in the present situation. As a result, of the above-referenced criminal conviction it is possible that you will be incarcerated in federal prison and, therefore, would be unable to render services under the contract. Moreover, even if you were available to render services, your reputation as well as that of WSG has been so severely tarnished among the various governmental entities administering the payment of the applicable subsidies and levies that your ability to function as an effective representative of WPI has been materially compromised. As a result, WPI will not receive the benefit of its bargain in entering into the Agreement and there is a failure of consideration such that WPI is well within its rights to rescind the Agreement.

Based on the foregoing, this letter shall serve as notice of rescission of the Agreement. WSG no longer has authorization to apply for and/or collect any royalties, levies or other monies on behalf of WPI. However, WPI is willing to waive its right to seek recovery of all commissions received to date by WSG in connection with its collection of subsidies and levies on behalf of WPI, on the following conditions:

- (1) WSG, no later than two (2) weeks following its receipt of this letter, sends written notice to all governmental entities that it has contacted on behalf of WPI indicating that it no longer represents WPI and requesting that all future correspondence and payments be sent directly to WPI, c/o Mr. Jim Peterson, at WPI's New York offices;
- (2) WSG, no later than two (2) weeks following its receipt of this letter, sends all files relating to WPI currently in its possession to Mr. Peterson together with any payments that are currently due WPI which have not yet been paid;
- (3) WSG represents and warrants that it will immediately forward, without deducting any commission, any sums it receives which relate to WPI following receipt of this letter; and
- (4) WSG indicates its acknowledgment and agreement to all of the foregoing by signing this letter where indicated below.

If you fail to comply with the foregoing, our client will have no choice but to take all appropriate legal action available to enforce its rights.

This letter is not intended, nor should it be construed as, a complete statement of any and all

Mr. Raul Galaz
August 6, 2002
Page 3

causes of action that WPI may have against you and/or WSG or as a waiver of any rights, whether legal or equitable, on behalf of WPI. All of such causes of action and rights are hereby expressly reserved.

Very truly yours,



Jeff Arden Bernstein

ACKNOWLEDGED AND AGREED:

WORLDWIDE SUBSIDY GROUP

By: _____

Dated as of July 23, 2002

WORLDWIDE PANTS INCORPORATED

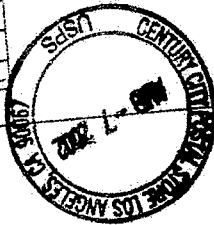
By: _____

Dated as of July 23, 2002

JAB/mw
NTCEOFRESC.LTR

cc: Ms. Marian Oshita
Mr. Jim Peterson
Ms. Amy Rubin
Ms. Pat O'Keefe
James R. Jackoway, Esq.
Eric C. Weissler, Esq.
Andrew L. Galker, Esq.

P 971 802 412

RETURN RECEIPT SERVICE	POSTAGE	.37	POSTMARK OR DATE 
	RESTRICTED DELIVERY	4.05	
	CERTIFIED FEE - RETURN RECEIPT	4.42	
	TOTAL POSTAGE AND FEES		
NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL (SEE OTHER SIDE)			
SENT TO: Mr. Raul Galaz Worldwide Subsidy Group 9903 Santa Monica Boulevard Suite 655 Beverly Hills, CA 90212			

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. IMPORTANT!

PS FORM 3800

US Postal Service

Receipt for Certified Mail



SENDER:

- Check box at right if you require Restricted Delivery.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- The Return Receipt will show to whom the article was delivered and the date delivered.

also wish to receive the following services (for an extra fee):

Restricted Delivery

or at postmaster for fee.

3. Article Addressed to:

Mr. Raul Galaz
Worldwide Subsidy Group
9903 Santa Monica Boulevard
Suite 655
Beverly Hills, CA 90212

4a. Article Number

P 971 802 412

4b. Service Type

CERTIFIED

7. Date of Delivery

8/8/02

5. Received By: (Print Name)

KASH

6. Signature: (Addressee or Agent)

X 

8. Addressee's Address

PS FORM 3811, December 1994

JAB / 2718.99

Domestic Return Receipt

EXHIBIT C

EXECUTED

LAW OFFICES

ARMSTRONG HIRSCH JACKOWAY TYERMAN & WERTHEIMER

A PROFESSIONAL CORPORATION


1888 CENTURY PARK EAST, 18TH FLOOR
LOS ANGELES, CALIFORNIA 90067-1722

KARL R. AUSTEN	ANDREA S. MATIAUDA
JEFFREY B. A. BERNSTEIN*	DAVID J. MATLOF
JOSEPH D'ONOFRIO	MARCY S. MORRIS
ALAN J. EPSTEIN	MICHELE M. MULROONEY
HOWARD A. FISHMAN	GEOFFREY W. OBLATH
ANDREW L. GALKER	KATE E. PHILLIPS*
ROBERT S. GETMAN	PAUL D. REESE
GEORGE T. HAYUM*	ROBERT L. STULBERG
BARRY L. HIRSCH*	DARREN M. TRATTNER
MYREON M. HODUR	BARRY W. TYERMAN
JAMES R. JACKOWAY*	ROBERT S. WALLERSTEIN
CHRISTIANNE F. KERNS	ERIC C. WEISSLER*
LEON LIU	ALAN S. WERTHEIMER
JAMES C. MANDELBAUM*	

TELEPHONE
(310) 553-0305

FACSIMILE
(310) 553-5036

OF COUNSEL
ARTHUR O. ARMSTRONG
RONALD J. BASS
GERALDINE S. HEMMERLING

OUR FILE 

2718.99

Dated as of January 28, 2003

*ALSO ADMITTED IN NEW YORK

Worldwide Subsidy Group
9903 Santa Monica Boulevard, Suite 655
Beverly Hills, California 90212
Attn: Ms. Marian Oshita

Re: Agreement (the "Agreement") dated as of May 1, 1999, between Worldwide Subsidy Group ("WSG") and Worldwide Pants Incorporated ("WPI")


Dear Ms. Oshita:

Reference is hereby made to the Agreement. All capitalized terms used but not defined herein will be defined in accordance with definitions thereof set forth in the Agreement.

This letter shall confirm the agreement reached between WSG and WPI that, notwithstanding anything contained in the Agreement to the contrary, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Agreement is hereby amended, modified and supplemented as set forth below.

- Paragraph 2 of the Agreement is hereby deleted and the following is inserted in its place:
- Term: The term of this Agreement shall commence on May 1, 1999 and shall continue through December 31, 2002.

Except as specifically amended, modified and supplemented herein, all other terms and conditions of the Agreement are ratified and affirmed and remain in full force and effect. Please indicate your acceptance hereof by signing this amendment to the Agreement where provided below.

Very truly yours,

Jeff Arden Bernstein

AGREED TO AND ACCEPTED:

WORLDWIDE SUBSIDY GROUP

By:  _____

WORLDWIDE PANTS INCORPORATED

By:  _____

JAB/mw

WSG.AM.doc

EXHIBIT D

1. I am the Secretary and Treasurer of Worldwide Pants Incorporated and as such have knowledge of the matters referred to in this affidavit/declaration;
2. Worldwide Pants Incorporated is a corporation organized and validly subsisting in the State of New York;
3. I hereby confirm that Worldwide Pants Incorporated hereby authorizes Worldwide Subsidy Group LLC to register claims, resolve disputes by withdrawing claims, execute warranty agreements, collect and generally represent Worldwide Pants Incorporated with respect to all matters pertaining to Canadian re-transmission copyright royalties;
4. The aforesaid authorization may be revoked by Worldwide Pants Incorporated at any time by written notice; and
5. None of Raul Galaz, Bill Taylor, Bennett Stablich, Harry Lough, John Motoran, Helen Reed, George Palt, James Hitchman, Joel Sachs or Fred Demann is or ever has been a director, officer, shareholder, employee of Worldwide Pants Incorporated or is or ever has been, directly or indirectly, a beneficial owner of or otherwise related to Worldwide Pants Incorporated.

Signature: _____

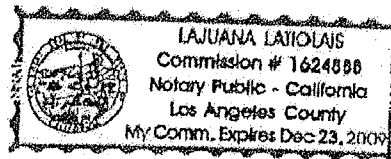
Fred Nigro, Secretary and Treasurer

Date: _____

2-7-07

Notary Information:

Lajuana Latiolais



21715 Brazos Bay, San Antonio, Texas 78259
Phone: (210) 414-9213 email: worldwidesg@aol.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles
On 2-1-07 before me, Lajwana Latolais
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Fred Niqro
Name(s) of Signer(s)

personally known to me -- OR -- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lajwana Latolais
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

EXHIBIT E

From: Weissler, Eric
Sent: Friday, March 28, 2014 5:18 PM
To: worldwidesg@aol.com
Subject: RE: 1999-2009 satellite proceedings; 2004-2009 cable proceedings

Raul,

We've looked into the matters raised in your recent emails. It is our understanding that (1) no cable retransmission royalties are due in connection with "Late Show" or "Late Late Show", and (2) satellite retransmission royalties have been collected on behalf of our client.

Accordingly, there are no uncollected retransmission royalties, no claims to preserve and no basis for engaging your company. To the extent that third parties have reason to believe that our client has authorized your company to represent it in connection with such collections, please advise them to the contrary.

Thanks.

Eric

Eric C. Weissler, Esq.
Jackoway Tyerman Wertheimer
Austen Mandelbaum Morris & Klein
1925 Century Park East, 22nd Floor
Los Angeles, California 90067
eweissler@itwamm.com
310.553.0305 (phone)
310.553.5036 (fax)
310.447.8739 (cel)

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In the Matter of)
)
Distribution of the 2004, 2005, 2006)
2007, 2008 and 2009)
Cable Royalty Funds)
_____)

Docket No. 2012-6 CRB CD 2004-2009
(Phase II)

In the Matter of)
)
Distribution of the 1999-2009)
Satellite Royalty Funds)
_____)

Docket No. 2012-7 CRB SD 1999-2009
(Phase II)

DECLARATION OF GREGORY O. OLANIRAN

I, Gregory O. Olaniran, declare:

1. I am an attorney at law duly licensed to practice law in Maryland and the District of Columbia, and am attorney of record for the Program Suppliers claimants represented by the Motion Picture Association of America, Inc. ("MPAA") in this consolidated proceeding.

2. I have personal knowledge of the following facts and, if called and sworn as a witness, could and would competently testify thereto.

3. Attached hereto as Exhibit 10 is a true and correct copy of [REDACTED] [REDACTED] which MPAA received in discovery in this proceeding from Independent Producers Group ("IPG").

4. Attached hereto as Exhibit 11 are true and correct copies of termination correspondence related to [REDACTED]

[REDACTED] which MPAA received in discovery in this proceeding from IPG.

5. Attached hereto as Exhibit 12 is a true and correct copy of [REDACTED]
[REDACTED] which MPAA received in discovery in this proceeding from IPG.

6. Attached hereto as Exhibit 13 is a true and correct copy of [REDACTED]
[REDACTED]
[REDACTED] which MPAA received in discovery in this proceeding from IPG.

7. Attached hereto as Exhibit 14 is a true and correct copy of [REDACTED]
[REDACTED] which MPAA received in discovery in this proceeding from IPG.

8. Attached hereto as Exhibit 15 is a true and correct copy of [REDACTED]
[REDACTED]
[REDACTED] which MPAA received in discovery in this proceeding from IPG.

9. Attached hereto as Exhibit 16 is a true and correct copy of [REDACTED]
[REDACTED] which MPAA received in discovery in this proceeding from IPG.

10. Attached hereto as Exhibit 17 is a true and correct copy of [REDACTED]
[REDACTED]
[REDACTED], which MPAA received in discovery in this proceeding from IPG.

11. Attached hereto as Exhibit 18 is a true and correct copy of [REDACTED]
[REDACTED] which
MPAA received in discovery in this proceeding from IPG.

12. Attached hereto as Exhibit 19 is a true and correct copy of [REDACTED]
[REDACTED] which
MPAA received in discovery in this proceeding from IPG.

13. Attached hereto as Exhibit 20 is a true and correct copy of [REDACTED]
[REDACTED] which MPAA received in discovery in this proceeding
from IPG.

14. Attached hereto as Exhibit 21 is a true and correct copy of [REDACTED]
[REDACTED]
[REDACTED] which MPAA received in discovery in this proceeding from IPG.

15. Attached hereto as Exhibit 22 is a true and correct copy of [REDACTED]
[REDACTED]
which MPAA received in discovery in this proceeding from IPG.

16. Attached hereto as Exhibit 23 is a true and correct copy of [REDACTED]
[REDACTED]
[REDACTED] which MPAA received in discovery in this proceeding from IPG.

17. Attached hereto as Exhibit 24 is a true and correct copy of [REDACTED]
[REDACTED] which
MPAA received in discovery in this proceeding from IPG.

18. Attached hereto as Exhibit 25 are true and correct copies of Confirmation of
Engagement forms for Adler Media, Inc., Acme Communications, Inc. (by successor-in-interest

Mojo Brands Media), Adams Golf, Cappy Productions, Inc., Envoy Productions, Films By Jove, Firing Line (aka National Review, Inc.), Florentine Films/Hott Productions, Inc., InCA Productions, Maureen Millen, et al., JCS Entertainment II, Inc., Kid Friendly Productions, MBC Teleproductions, MoneyTV.net, Inc., Network Programs International, Productions Pixcom, Inc., Sarrazin Couture Entertainment, Satsuki Ina (aka Hesono O Productions), Sound Venture Productions Ottawa Ltd., Whidby Island Films, Inc., which MPAA received in discovery in this proceeding from IPG.

19. Attached hereto as Exhibit 26 is a true and correct copy of the Declaration Of Denise Vernon In Response To Order Of July 30, 2014, dated August 4, 2014, which MPAA received in discovery in this proceeding from IPG.

20. Attached hereto as Exhibit 27 is a true and correct copy of the text utilized in multiple mass emails that IPG sent to its claimants in March and April of 2014, which MPAA received in discovery in this proceeding from IPG.

21. Attached hereto as Exhibit 28 is a true and correct copy of an excerpt printed from a Microsoft Excel file labelled [REDACTED] [REDACTED] which MPAA received in discovery in this proceeding from IPG.

22. Attached hereto as Exhibit 29 is a true and correct copy of an excerpt printed from a Microsoft Excel file labelled [REDACTED] [REDACTED] which MPAA received in discovery in this proceeding from IPG.

23. Attached hereto as Exhibit 30 is a true and correct copy of an excerpt printed from a Microsoft Excel file labelled [REDACTED]

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 2000, 2002

Claimant: Adler Media Inc.


(Handwritten signature)

LARRY ADLER
(Typed or printed name)

President
(Title)

3/22/14
(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidiary Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 2003-2009

Claimant: Acme Communications, Inc. (by successor-in-interest Mojo Brands Media)



(Handwritten signature)

MARC JARDIM

(Typed or printed name)

PRESIDENT & CEO

(Title)

APRIL 26, 2014

(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

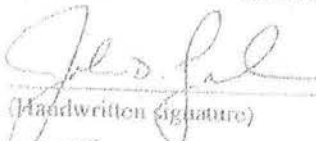
Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: **2001-2009**

Claimant: **Adams Golf**



(Handwritten signature)

John Lukin

(Typed or printed name)

Director of Legal Affairs

(Title)

4/11/14

(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 1999-2009

Claimant: Cappy Productions, Inc.

Nancy Beffa
(Handwritten signature)

Nancy Beffa
(Typed or printed name)

President
(Title)

3/12/14
(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: **2001**

Claimant: **Envoy Productions**



(Handwritten signature)

Curtiss A. Wittbracht

(Typed or printed name)

Chief Financial Officer

(Title)

4/16/2014

(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 1999-2009

Claimant: Films By Jove


(Handwritten signature)

Joan Bastan
(Typed or printed name)

President
(Title)

2/10/14
(Date)

please note that we sold the rights
in NW ~~2007~~ (2007 (approximately)) and
we would need to forward to new
owner any payments for transmissions
after payment date.

J

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 1999-2009

Claimant: Firing Line (aka National Review, Inc.)


(Handwritten signature)

JAMES X KILBRIDGE
(Typed or printed name)

C.F.O.
(Title)

3/4/14
(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 1999, 2001-2009

Claimant: Florentine Films/Hott Productions, Inc.



(Handwritten signature)

LAURENCE R. HOTT

(Typed or printed name)

President

(Title)

3/2/14

(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 1999-2009

Claimant: InCA Productions



(Handwritten signature)

DAVID J. KENNARD

(Typed or printed name)

PRESIDENT + CEO

(Title)

3 MARCH 2014

(Date)

On Sun, Mar 2, 2014 at 1:52 PM, <worldwidesg@aol.com> wrote:

<http://mail.aol.com/38430-111/aol-6/en-us/mail/PrintMessage.aspx>

3/4/2014

IPG 3583

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 2002-2009

Claimant: Maureen M. Millen, IWV Media Group, Inc., Healthy TV, Inc., Inner World Video, Light Duty Productions, Searchlight Entertainment, International Wholesale Video, Inc.

Maureen M. Millen
(Handwritten signature)

MAUREEN M. MILLEN
(Typed or printed name)

Pres, CEO, Owner
(Title)

4-29-2014
(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 1999-2009

Claimant: JCS Entertainment II, INC.


(Handwritten signature)

J.C. SHARDE
(Typed or printed name)

PRESIDENT & OWNER
(Title)

MARCH 5, 2014
(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: **1999-2009**

Claimant: **Kid Friendly Productions**

[Handwritten Signature]
(Handwritten signature)

Jeff Harris
(Typed or printed name)

Executive Producer
(Title)

3/10/14
(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: **2000**

Claimant: **MBC Teleproductions**

Barry Fisher
(Handwritten signature)

Barry Fisher
(Typed or printed name)

President
(Title)

3/2/14
(Date)

ACKNOWLEDGMENT OF REPRESENTATION
U.S. Cable and Satellite Retransmission Royalties
Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC (dba Independent Producers Group ("IPG")) for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 2003-2009

Claimant: MoneyTV Net, Inc.



(Handwritten signature)

Donald Bullington
(Typed or printed name)

Executive Producer
(Title)

4/21/14
(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: **1999-2009**

Claimant: **Network Programs International**


(Handwritten signature)

Richard S. Shaw
(Typed or printed name)

Executive Producer
(Title)

6 March 2014
(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

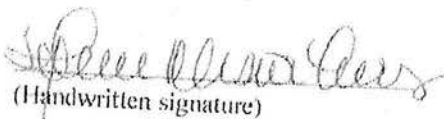
Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group L.L.C dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: **1999, 2001-2009**

Claimant: **Productions Pixcom, Inc.**


(Handwritten signature)

SYLVIE DESROCHERS
(Typed or printed name)

VP FINANCES & EXECUTIVE PRODUCER
(Title)

5-03-2014
(Date)

ACKNOWLEDGMENT OF REPRESENTATION


U.S. Cable and Satellite Retransmission Royalties
Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: **2000-2002**

Claimant: **Sarrazin Couture Entertainment**



(Handwritten signature)

Pierre Sarrazin

(Typed or printed name)

President

(Title)

March 20, 2011

(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties


Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: **2003-2009**

Claimant: **Satsuki Ina (aka Hesono O Productions)**


(Handwritten signature)

Satsuki Ina
(Typed or printed name)

Producer, Copyright owner
(Title)

March 2, 2014
(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 1999, 2001-2009

Claimant: Sound Venture Productions Ottawa Ltd.



(Handwritten signature)

Neil Bregman

(Typed or printed name)

President

(Title)

March 5, 2014

(Date)

ACKNOWLEDGMENT OF REPRESENTATION

U.S. Cable and Satellite Retransmission Royalties

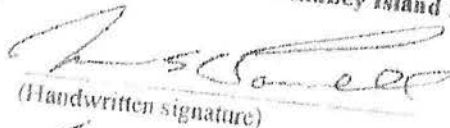
Calendar Years 1999-2009

To whom it may concern:

By execution of this document, I hereby confirm and acknowledge the undersigned claimant's engagement of Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") for the collection of U.S. cable and satellite retransmission royalties for the following years in which IPG has made claim on behalf of the undersigned.

Calendar Years: 2001-2009

Claimant: Whidbey Island Films, Inc.


(Handwritten signature)

NORMAN S. TOWELL
(Typed or printed name)

CEO
(Title)

MARCH 17 2014
(Date)

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In the Matter of)
)
)

Distribution of the 1999, 2000, 2001, 2002,)
2003, 2004, 2005, 2006, 2007, 2008, and)
2009 Satellite Royalty Funds)
)

Docket No. 2012-7 CRB SD 1999-
2009 (Phase II)

In the Matter of)
)
)

Distribution of the 2004, 2005, 2006,)
2007, 2008, and 2009 Cable Royalty)
Funds)
)

Docket No. 2012-6 CRB CD 2004-
2009 (Phase II)

DECLARATION OF DENISE VERNON IN RESPONSE TO ORDER OF JULY 30, 2014

I, DENISE VERNON, swear under penalty of perjury, that the following is true and correct:

1. I am over twenty-one years of age, am of sound mind and suffer from no legal disabilities. I am fully competent to testify to the matters set forth in this declaration. I have personal knowledge of all the facts stated herein and am in all respects qualified to assert the same. The contents of this declaration are true and correct.

2. Independent Producers Group ("IPG") has produced all executed "Confirmation of Engagement" documents in its possession. Such documents were solicited in anticipation of challenges to the authority of IPG to represent certain parties in connection with these proceedings, comparable to challenges made in the 2000-2003 cable proceedings. Although IPG does not believe that such documents were necessary, their existence contradicts any assertion

that IPG was not granted authority to represent the signatory claimants for the calendar years indicated on such documents. IPG did not solicit execution of "Confirmation of Engagement" forms from all represented parties. Notwithstanding, IPG has produced the form letters soliciting execution of the "Confirmation of Engagement" form, and the changing lists of parties to whom such forms were attempted to be sent. Appearance on the lists of parties does not imply that such party received the email, only that IPG attempted to send the email to such party.

3. On or about March 11, 2014, IPG began submitting to a variety of represented parties a list of programs compensable in the 1999-2009 satellite proceedings, a list of 33,753 royalty-generating programs. [Note: the CRB's order refers to IPG's reference to a list of over "50,000 titles". Per IPG's Opposition to the MPAA Motion to Compel Production, IPG's reference was expressly *illustrative* of rulings in the 2000-2003 cable proceedings. See footnote 11.] The process was completed via mass emails over several days by a programmer hired by IPG, who combined text from a form letter with an ever-evolving list of parties from whom IPG sought response. Emails containing a merged version of the form letter have already been produced by IPG pursuant to discovery requests. Such recipient list evolved, among other reasons, because email addresses were out of date, the email would be blocked because it was directed through AOL (IPG's internet service provider), etc. I have consulted with such programmer, and he no longer retains a list of to which parties such program list was submitted, nor was a comprehensive list generated by AOL to reflect the recipients of the email containing the program list. In at least one instance a log was produced reflecting failed emails, however independent of such list IPG received from AOL other emails reflecting other failed email attempts. IPG has produced the form letter, as well as an electronic version of the 33,753 program list, as well as the failed instance log.

4. Similarly, on or about April 14, 2014, IPG began submitting to a variety of represented parties a list of programs compensable in the 1999-2009 satellite and 2004-2009 cable proceedings, a list of 63,990 royalty-generating programs. Again, the process was completed over several days via mass emails by a programmer hired by IPG, who combined text from a form letter with an ever-evolving list of parties from whom IPG sought response. Emails containing a merged version of the form letter have already been produced by IPG pursuant to discovery requests. Such recipient list evolved, among other reasons, because email addresses were out of date, the email would be blocked because it was directed through AOL (IPG's internet service provider), etc. I have consulted with such programmer, and he no longer retains a list of to which parties such program list was submitted, nor was a comprehensive list generated by AOL to reflect the recipients of the email containing the program list. IPG has produced the form letter, as well as an electronic version of the 63,990 program list.

5. The list of recipients of the two aforementioned lists varied significantly. For example, if IPG had previously received a response as to the programs claimed by the party for 2000-2003, IPG only represented such party for 2000-2003 calendar years, and IPG was confident that no additional titles of the party appeared in the data, IPG did not forward the foregoing emails to the party. Similarly, if IPG already had documentation that comprehensively identified the party's programming, IPG did not forward the foregoing emails.

6. IPG received responses to the aforementioned emails in a variety of manners. IPG requested that the recipient respond with the same Excel spreadsheets, indicating in a particular manner which program titles to which the party was making claim. While certain parties followed such instruction, others simply emailed lists of their programming, sometimes in the text of an email, or as an attachment to an email that contained only their claimed

programming. Others submitted their list of claimed programs in a "color coded" manner, rather than the manner requested by IPG. Irrespective, IPG has produced in discovery any electronic attachments to such emails.

DATED: August 4, 2014

By: Denise A. Vernon

Denise Vernon

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

REDACTED

RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)

REDACTED

**RESTRICTED – SUBJECT TO
PROTECTIVE ORDER IN DOCKET NOS.
2012-6 CRB CD 2004-2009 (PHASE II) AND
2012-7 CRB SD 1999-2009 (PHASE II)**

Ardent catalogue

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with \$1,000 or more on interest earned*
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Ardent Productions



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More information for this company is available on IMDbPro.

Filmography as: [Company](#) [Actor](#) [Director](#) [Producer](#)

Production Company - filmography

1. [The Last Airbender](#) (2010) ... Production Company
2. [The Last Airbender](#) (2011) ... Production Company
3. [The Last Airbender](#) (2006) ... Production Company
4. [The Last Airbender](#) (2006) ... Production Company
5. [The Last Airbender](#) (2010) ... Production Company
6. [The Last Airbender](#) (2007) (TV) ... Production Company
7. [The Last Airbender](#) (2007) ... Production Company
8. [The Last Airbender](#) (2001) (TV) ... Production Company
9. [The Last Airbender](#) (2001) (TV) ... Production Company
10. [The Last Airbender](#) (2001) ... Production Company
11. [The Last Airbender](#) (2000) (TV) ... Production Company
12. [The Last Airbender](#) (1998) ... Production Company
13. [The Last Airbender](#) (1995) ... Production Company

Filmography as: [Company](#) [Actor](#) [Director](#) [Producer](#)

Distributor - filmography

1. [The Last Airbender](#) (2006) ... Distributor (2006) (USA) (all media)
2. [The Last Airbender](#) (2001) ... Distributor (2001) (USA) (DVD)

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- Add "Edward on Edward" (1996)

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Les Productions du Verseau [ca]

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[TV Animation](#)

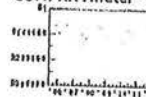
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[Staff Connections](#)

Type: **Production (Film, Video and Audio Stock)**

COMPANymeter™



Current Rank:
67,304



Filmography sorted by: **Production Status**

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Past Films & Videos (7 titles)

- [Léolo](#) - Production Company
- [Léolo](#) - Production Company
- [Léolo](#) - Production Company
- [Léolo](#) - Production Company
- [Léolo](#) - Production Company
- [Léolo](#) - Production Company
- [Léolo](#) - Production Company

Year	MOVIE Meter	Budget	Opening Weekend	US Bo: Office
1994	148,763			
1992	15,430			\$610
1991	74,346			
1991	441,910			
1987	300,424			
1980	130,385			
1978	394,316			

Past Television (4 titles)

- [Léolo](#) (TV documentary) - *Excerpt Courtesy Of Léolo's film by Jean-Claude Lauzon*
- [Léolo](#) (TV series) - Production Company
- [Léolo](#) (TV movie) - Production Company
- [Léolo](#) (TV series) - Production Company

Year	MOVIE Meter	User Rating	User Votes
2004	60,333	5.2	8
1990	395,171		
1990	130,417	7.0	8
1965	392,722		

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Les Productions Vidéofilms Ltée [ca]

Main Details
 Filmography
 Company
 by Year
 by Budget
 by Opening
 by Office
 by Status
 by Votes
 In Production
 Clients

Name: Les Productions Vidéofilms Ltée | Type: Production | Company Connections | Staff Connections | Images

Type: Production



Filmography sorted by: Production Status Go

Jump to: Past Films & Videos Past Television

Past Films & Videos (8 titles)

- Production Company
- Production Company
- Production Company
- Production Company
- Production Company
- Production Company
- Production Company
- Production Company

Year	MOVIE Meter	Budget	Opening Weekend	US Box Office
2010	101,799			
2008	78,816			
1995	78,847			\$292
1991	69,489			\$3.41
1991	225,069			
1980	262,401			
1979	226,761			
1979	183,492			

Past Television (3 titles)

- (TV series) - Production Company
- (TV movie) - Production Company
- (TV series) - Production Company

Year	MOVIE Meter	User Rating	User Votes
1999	460,588	7.1	
1989	622,018		
1984	607,156		

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Multimedia Group of Canada (MGC) [ca]

Main Details
 Biography
 Photos
 News
 Filmography
 Staff
 Company Connections
 All Company Lists

Contact:

100 West 200
 418 A Mount Pleasant
 Montreal, QUEBEC J0G
 Canada
 Phone: 514 844 2630
 Fax: 514 564 4590

Type:

Distributor / Miscellaneous / International Sales Agent / Production

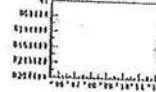
Staff:

64 people (14 in total) (2 total) more

Branches:

Montreal, QC (1 total) more

COMPANYmeter™



Current Rank:
32,159



Filmography sorted by: Production Status

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Past Films & Videos (3 titles)

- [The Great Canadian Circus \(documentary\) - Distributor \(1998\) \(Canada\) \(all media\)](#)
- [The Great Canadian Circus - Support, Sales Representative \(1993\) \(worldwide\) \(all media\)](#)
- [The Great Canadian Circus \(short\) - Support](#)

Year	MOVIE Meter	Budget	Opening Weekend	US Box Office
1998	542,790	\$100K		
1993	380,479			
1990	688,205			

Past Television (5 titles)

- [The Great Canadian Circus \(TV series documentary\) - Distributor \(2004\) \(worldwide\) \(TV\)](#)
- [The Great Canadian Circus \(TV documentary\) - Distributor \(2001\) \(worldwide\) \(video\)](#)
- [The Great Canadian Circus \(TV movie\) - Distributor \(international distribution\)](#)
- [The Great Canadian Circus \(TV series short\) - Distributor \(1993\) \(worldwide\) \(DVD\)](#)
- [The Great Canadian Circus \(TV documentary\) - Production Company](#)

Year	MOVIE Meter	User Rating	User Votes
2002	724,414		
2001	488,155		
1998	170,371	6.0	2
1993	532,346		
1991	86,388	7.7	7

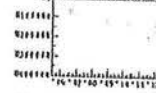
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TEAM Communications Group

Main Details
 Company info
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 Cast
 Crew
 Filmography
 Company Pictures
 Company Videos
 Company News

Type: Production / Distributor

COMPANYmeter™



Current Rank:
322,531



Filmography sorted by: Production Status Go

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Past Films & Videos (1 title)

Production Company

Year	MOVIE Meter	Budget	Opening Weekend	US Box Office
1996	10,459	\$1M	\$62.4K	\$1.2B

Past Television (6 titles)

- Production Company (unknown episodes)
- Production Company (1 episode, 1999)
- Production Company
- Production Company
- Production Company (in association with)
- Distributor (unknown episodes)
- Production Company (unknown episodes)

Year	MOVIE Meter	User Rating	User Votes
2000	33,391	6.9	5
1999	14,650	6.8	45
1999	39,074	6.3	1
1999	39,074	6.1	31
1998	56,075	3.9	34
1996	23,687	6.8	24
1996	222,493		

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TFI International [fr]

- Main Details
- Filmography
- Production
- Staff
- Industry News

Contact:
 10, rue de la République
 F-91000 Evry-Courcouronnes
 France
 Phone +33 1 41 41 21 00
 Fax +33 1 41 41 21 03

Type: Distributor / Production / International Sales Agent / Miscellaneous / Film, Video and Audio
 Stock

Staff:
 ...

Branches:
 ...

Affiliations:
 ...

Industry News:
 ...

News:
 ...

COMPANymeter™

Current Rank: **4,459**

Filmography sorted by: Production Status

Jump to: ...

Films In Production (3 titles)

	Year	MOVIE Meter	Status	Budget
- Distributor (2013) (France) (theatrical)	2013	7,727		
- Sales Representative (2010) (worldwide) (all media)	2012	24,616		\$12.7
- Distributor (2011) (worldwide) (all media)	2012	40,736		

Post Films & Videos (113 titles)

	Year	MOVIE Meter	Budget	Opening Weekend	US Box Office
- Distributor (2011) (worldwide) (all media), Sales Representative (2010) (worldwide) (all media)	2011	21,418			
- Sales Representative (2010) (worldwide) (all media)	2011	3,131			
- Distributor (2011) (worldwide) (theatrical), Sales Representative (2009) (worldwide) (all media)	2011	12,727			
- Sales Representative (2011) (France) (all media)	2011	14,823			
- Distributor (2011) (worldwide) (theatrical)	2011	13,403			
- Sales Representative (2011) (worldwide) (all media) (excluding France)	2011	31,936			
- Distributor (2011) (worldwide) (all media)	2011	11,112			
- Sales Representative (2010) (worldwide) (all media)	2011	1,225	\$2M	\$12K	\$703
- Distributor (2010) (worldwide) (all media), Sales Representative (2009) (worldwide) (all media)	2010	27,771			
- Distributor (2010) (worldwide) (all media)	2010	10,203			
- Distributor (2010) (worldwide) (theatrical), Sales Representative (2010) (worldwide) (all media)	2010	20,848			
- Distributor (2010) (worldwide) (theatrical), Sales Representative (2010) (worldwide) (all media)	2010	5,792	\$4.6M	\$30.4K	\$514
- Sales Representative (2009) (worldwide) (all media)	2010	50,021	\$21.8M		
- Distributor (2010) (worldwide) (theatrical), Sales Representative (2009) (worldwide) (all media)	2010	15,992			
- Distributor (2010) (worldwide) (theatrical), Production Company (co-production)	2010	43,912			
- Sales Representative (2009) (worldwide) (all media)	2010	40,085			
- Distributor (2010) (worldwide) (all media) (sales), Sales Representative (2009) (worldwide) (all media)	2010	7,102			
- Sales Representative (2009) (worldwide) (all media)	2010	22,080			
- Production Company (co-production), Sales Representative (2009) (worldwide) (all media)	2009	20,870			
- Sales Representative (2009) (worldwide) (all media)	2009	4,199		\$51.9K	\$1.26
- Distributor (2009) (worldwide) (theatrical), Sales Representative (2009) (worldwide) (all media)	2009	24,170		\$1.22K	\$0.16
- Sales Representative (2009) (worldwide) (all media)	2009	02,610			

(TV series) - Production Company	2009	850,905		
(TV series) - Production Company	2009	796,802		
(TV series) - Production Company (unknown episodes)	2008	27,051	3.0	2
(TV series) - Production Company (unknown episodes)	2008	256,157		
(TV series) - Production Company	2008	146,225	2.6	1
(TV series) - Distributor (unknown episodes)	2007	63,128	4.5	2
(TV series) - Production Company (unknown episodes)	2007	62,930	5.5	1
(TV series) - Distributor (unknown episodes)	2004	95,634	5.1	5
(TV series) - Production Company (unknown episodes)	2004	69,174		
(TV series) - Distributor, Production Company	2004	147,789	6.2	1
(TV series) - Distributor	2003	101,017		
(TV series) - Distributor	2003	64,663	4.4	1
(TV series) - Distributor (unknown episodes)	2003	82,611	7.7	2
(TV series) - Distributor	2003	229,583		
(TV series) - Distributor (unknown episodes)	2002	576,319		
(TV series) - Distributor (unknown episodes)	2002	76,497	5.4	13
(TV series) - Distributor	2002	255,613		
(TV series) - Distributor	2002	243,896		
(TV series) - Distributor	2001	25,358	7.3	7
(TV series) - Distributor	2001	521,862		
(TV series) - Distributor	2001	276,060	5.4	1
(TV series) - Production Company (unknown episodes)	2001	211,499		
(TV series) - Distributor (unknown episodes)	2001	63,145		
(TV series) - Distributor	2000	234,111	7.5	
(TV series) - Distributor	2000	276,761		
(TV series) - Distributor	2000	171,644	6.2	2
(TV series) - Production Company (unknown episodes)	2000	389,942		
(TV series) - Distributor	1999	156,404	6.3	2
(TV series) - Distributor	1999	213,135		
(TV series) - Distributor	1999	360,017	0.5	1
(TV series) - Distributor	1999	631,163		
(TV series) - Distributor	1999	326,259		
(TV series) - Distributor	1998	447,414		
(TV series) - Distributor	1998	701,540		
(TV series) - Distributor	1998	219,600	7.3	
(TV series) - Distributor	1998	105,491	4.7	1
(TV series) - Distributor (unknown episodes)	1998	91,056	5.5	1
(TV series) - Distributor	1998	287,361		
(TV series) - Distributor	1997	142,104	3.1	
(TV series) - Distributor	1997	162,224	7.2	1
(TV series) - Distributor	1997	194,506		
(TV series) - Distributor (1997) (USA) (TV)	1997	232,170		
(TV series) - Distributor	1997	323,309		
(TV series) - Distributor (1997) (overridden) (TV)	1996	571,133		
(TV series) - Distributor (unknown episodes)	1996	40,163	8.5	13
(TV series) - Distributor	1996	129,723		
(TV series) - Distributor	1996	391,110		
(TV series) - Distributor	1996	1,072,222		

... (TV series) - Distributor (unknown episodes)	1996	174,570		
... (TV series) - Distributor	1996	317,479		
... (TV series) - Distributor	1995	219,580	6.8	
... (TV series) - Distributor (unknown episodes)	1995	326,151	6.6	1
... (TV series) - Distributor	1995	108,067	5.4	
... (TV series) - Distributor (unknown episodes)	1994	63,295	2.8	1
... (TV series) - Distributor (unknown episodes)	1994	324,487	7.3	
... (TV series) - Distributor (unknown episodes)	1993	127,160	7.1	
... (TV movie) - Distributor	1993	206,942		
... (TV series) - Distributor	1993	421,941		
... (TV series) - Distributor	1993	387,390		
... (TV series) - Distributor	1992	812,846		
... (TV series) - Distributor	1992	115,896	7.3	1
... (TV series) - Distributor	1992	464,487		
... (TV series) - Distributor	1991	359,709		
... (TV series) - Distributor	1991	241,683	7.2	
... (TV series) - Distributor	1991	206,466	7.5	
... (TV series) - Distributor	1991	180,255	8.4	
... (TV series) - Distributor (1991) (worldwide) (TV)	1990	311,290	9.5	1
... (TV series) - Distributor (unknown episodes)	1990	150,212	7.9	7
... (TV series) - Distributor	1990	701,468		
... (TV series) - Distributor	1990	343,366	8.2	
... (TV series) - Distributor (1989) (worldwide) (TV)	1989	344,242	7.9	1
... (TV series) - Distributor	1989	263,513		
... (TV series) - Distributor	1989	159,181	8.7	1
... (TV series) - Distributor	1989	591,727		
... (TV series) - Distributor	1989	481,067		
... (TV series) - Distributor	1989	757,148		
... (TV series) - Distributor	1988	452,369		
... (TV series) - Distributor	1988	563,086		
... (TV series) - Distributor (1988) (worldwide) (TV)	1988	276,308		
... (TV series) - Distributor (1987) (worldwide) (TV)	1987	493,037	2.5	
... (TV series) - Distributor (1987) (worldwide) (TV)	1987	336,043	7.1	
... (TV series) - Distributor (1987) (worldwide) (TV)	1987	417,717	9.0	
... (TV series) - Distributor	1987	603,110		
... (TV series) - Distributor (unknown episodes)	1986	67,880	6.9	4
... (TV series) - Distributor (1985) (worldwide) (TV)	1985	711,440		
... (TV series) - Distributor	1985	205,207	8.1	
... (TV mini-series) - Distributor (1985) (worldwide) (TV)	1984	369,583	5.0	
... (TV series) - Distributor (unknown episodes)	1983	268,140	1.3	

update You may report errors and omissions on this page to the IMDb database managers. They will be examined and if approved will be included in a future update. Clicking the 'Update' button will take you through a step-by-step process.

**Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.**

In the Matter of)
)
Distribution of the 2004, 2005, 2006)
2007, 2008 and 2009)
Cable Royalty Funds)

**Docket No. 2012-6 CRB CD 2004-2009
(Phase II)**

In the Matter of)
)
Distribution of the 1999-2009)
Satellite Royalty Funds)

**Docket No. 2012-7 CRB SD 1999-2009
(Phase II)**

**Rebuttal Testimony of
Jeff Rovin**

October 15, 2014

WRITTEN REBUTTAL TESTIMONY OF JEFF ROVIN

I. BIOGRAPHICAL INFORMATION

My name is Jeff Rovin. I have supported myself entirely as a professional writer since 1971, from the age of 19. I have written over 130 books, including non-fiction and encyclopedic books on television, natural and spiritual phenomena, film history, fantasy, science fiction, comic book characters, and pop culture. Among my many books are *The Great Television Series* (1977), *The Films of Charlton Heston* (1977) (Mr. Heston appeared in the biblical epics *The Ten Commandments*, *Ben-Hur*, and *The Greatest Story Ever Told* and *Charlton Heston Presents the Bible*, produced for television), *The Signet Book of TV Lists* (1982), *The Encyclopedia of Super-Heroes* (1985), and the faith-based thrillers *Conversation with the Devil* (2007) and the newly-published *A Vision of Fire* (2014) with TV star Gillian Anderson. My magazine publications include *Fascinating Facts From The Bible* (1995) and *Fascinating Facts From The Bible: New Testament* (2001).

In 1974, I created and edited the groundbreaking Atlas Comics line which included one title I also wrote, the religious-themed *The Phoenix* (EXHIBIT 1). I served as the film and TV columnist for *Omni Magazine*, covered television for *Ladies Home Journal* for fourteen years, and have also worked as a media consultant and a writer for syndicated entertainment series such as *Access Hollywood* and for prime time series such as *Designing Women*. I have written 14 national bestsellers, including 12 novels on the *New York Times* bestseller list. I have also adapted numerous motion picture screenplays to novel form (*i.e.*, novelized) including *Cliffhanger*, *The Game*, and *Broken Arrow*.



EXHIBIT 1

As a long-time historian of TV, film, and radio -- often with religious subjects; having worked in television in New York and Hollywood; and having been a student of martial arts and Eastern religious philosophy for over a half-century, I have watched and analyzed countless hours of religious programming and history that date back to 1930s radio, especially the tumultuous 1940s when the very topic of what constituted a devotional program and, more importantly, who constituted a devotional programmer were aggressively debated. I also followed the evolution of the issue of which of those devotional programs was deemed reliably a “public service” (that is, wholesomely, traditionally religious) that could be offered during sustaining time: that is, airtime donated by the networks as a public service.¹ In researching my non-fiction and fiction works, I was exposed to works as diverse as *Life is Worth Living* (which

¹ Accurate and comprehensive histories of this era and struggle can be found at <http://www.u-s-history.com/pages/h3817.html> and <http://www.religion-online.org/showarticle.asp?title=3369>. These overviews detail the origins of the radio and television origins of ‘hardcore’ religious program: that is, programs that are Devotional.

debuted in 1951) starring the legendary Fulton J. Sheen, the first “televangelist” (EXHIBIT 2) and the animated series *Davey and Goliath*, produced by the Lutheran Church in America (EXHIBIT 3).



EXHIBIT 2



EXHIBIT 3

I have testified as an expert witness numerous times, including testifying in copyright infringement matters where I evaluated TV programming including Warner Bros. (*Superman*) v. ABC (*Greatest American Hero*) (1981), Mark Gable (*Karma*) v. NBC (*My Name is Earl*) (2008), CBS (*Big Brother*) v. ABC (*Glass House*) (2012) and Randall Shuptrine (*Woodsculpting*) v. Scripps Network (*Man Caves*) (2013), among many others. A copy of my CV listing my professional activities and publications is attached to my report as Appendix A.

II. PURPOSE OF TESTIMONY AND SUMMARY CONCLUSION

I have been retained by the Motion Picture Association of America, Inc. (“MPAA”) in this matter to provide expert opinion on whether certain programs claimed by Independent Producers Group (“IPG”) fall within the syndicated programming, movies, and non-team sports category (the “Program Suppliers category”) or whether they constitute “syndicated programs of a primarily religious theme,” and thus fall within the Devotional category.² As explained herein, I evaluated eight IPG-claimed programs, as those were the only titles for which IPG produced representative exemplars in discovery. Of those eight programs, I conclude that seven of them, *Christmas Is*, *Easter Is*, *Little Shepherd*, *On Main Street*, *Red Boots For Christmas*, *The Stableboy’s Christmas*, and *Puzzle Club Easter Adventure* are not syndicated programs of a primarily religious theme, and thus should be categorized as Program Suppliers programs.³ One of the titles, *The City That Forgot About Christmas*, is a syndicated program of a primarily religious theme, and thus falls within the Devotional category.

² See Ruling And Order Regarding Claims And Separate Opinion, Docket No. 2008-1 CRB CD 98-99 (Phase II) at 14 n. 19 (June 18, 2014).

³ For purposes of my analysis, I assume that any syndicated program that is not Devotional in nature falls in the Program Suppliers category by default.

III. MATERIALS REVIEWED

In preparing for this testimony, I reviewed the following materials which MPAA's counsel provided to me: (1) a list of titles, listed in Appendix B, that I understand IPG is claiming in both the Program Suppliers and the Devotional categories; (2) thirteen DVDs, listed in Appendix C, that I understand IPG produced to MPAA in discovery as exemplars of the IPG claimed titles; (3) the written and oral testimony of Dr. William Brown in Docket No. 2008-1 CRB CD 98-99 (Phase II); and (4) the Copyright Royalty Judges' Ruling And Order Regarding Claims And Separate Opinion issued in that proceeding on June 18, 2014 ("June 18 Order").

IV. METHODOLOGY

I begin my analysis with the definition that a Devotional program must be a syndicated program of a "primarily religious theme."⁴ To give meaning to this definition, I draw upon my extensive study of over eighty years of broadcast history, including the creation and evolution of religious-themed programs on radio and television and what I understand to be the traditional foundational qualities of Devotional programs. Drawing on this study, I analyze whether the work in question is homiletic or secular.

In general, a homiletic work ultimately proselytizes a specific point of view that is strongly scripture or deity-based. By contrast, a secular work generally communicates, without advocating, a story or stories drawn from a particular religion; provides general spiritual encouragement; or assumes a philosophically neutral stance to educate the audience about one or more religions. My examination includes observations of the various religious elements employed in the work, such as contextual references to the respective "holy books," the use of religious symbols, quotes from scripture, *etc.* In short, there is a clear demarcation between

⁴ June 18 Order at 14, n. 19.

works that are merely reverential (e.g., “God is great,” “Christmas is for celebrating Jesus”) and those that directly or implicitly encourage the viewer to embrace a specific religious point of view. Unlike reverential programming, Devotional programs *do not depend* on the viewer’s past experiences or ‘goodwill’ toward a topic to have an impact. That is, a devout viewer is likely to read more into a Christmas or Easter-themed presentation than a lay viewer. A devout viewer is likely to derive a level of *personal* religious inspiration from a non-religious TV series like *Highway To Heaven* which features angels (see below). To the lay viewer, however, the angelic and miraculous content in *Highway to Heaven* may have no more import than the fantastic and magical genie in the TV series *I Dream of Jeannie*. Naked content, even when there is mention of God, Moses, Jesus, the clergy, or superficial interpolations of scriptural ideas (e.g., “The Golden Rule” which has been secularized despite appearing in Luke 6:31), do not make a program Devotional.

With these elements in mind, I summarize my criteria for evaluating each work as follows:

A. Is the program rooted in or built around homiletic rather than historical or vaguely spiritual content scrubbed of scripture:

B. Is there a strong, focused, proselytic message:

C. And/or is there an evangelical message drawn from a specific faith or worldview (e.g., “Jesus as Savior” rather than “Jesus was born”)?

A program may well have an uplifting, even spiritual content (e.g., non-religious shows about angels ranging from *The Smothers Brothers Show* [1965-1966] to *Highway to Heaven* [1984-1989] to *Touched by An Angel* [1994-2003]). Or the work may be profoundly moving like the classic *Monkees Christmas Special* (1967) which concludes with a legendary rendition of *Riú*

Riu Chiu: that classic Spanish Christmas carol refers to the Nativity and the Immaculate Conception yet the program as a whole still falls far short of being Devotional.⁵ These programs help to underscore my belief that Mr. Brown's view of the topic is overbroad⁶ and that content alone is not sufficient, in broad strokes, to brand a show. The angel in *The Smothers Brothers Show* works miracles and tries to help people but it is not even reverential.⁷ The angel may well have wings like a 12th Century icon (EXHIBITS 4 and 5), but the raw facts do not define the show, *nor* do they preclude the possibility that a viewer who is enamored of angels and angelic lore might not see his or her own belief reflected in the presentation. Such a reaction is not inherent in the program *or* its mission.



EXHIBIT 4



EXHIBIT 5

⁵ https://www.youtube.com/watch?v=c_hlYgCNFZc.

⁶ Written Rebuttal Testimony of Dr. William Brown, Docket No, 2008-1 CRB CD 98-99 (Phase II) at 2-3 (March 14, 2014), *see also* Docket No. 2007-1 CRB CD 98-99 (Phase II) Hearing Tr. at 463-552 (May 6, 2014).

⁷ The opening of a typical show is at <https://www.youtube.com/watch?v=eSREVhvjiUG4>.

The Smothers Brothers Show is a comedy but *Highway to Heaven* is not. It is the story of an angel who teams with a mortal man and, using empathy and occasional miracles, helps those in need at the behest of ‘the Boss’ (God). The program is frequently moving and at times reverential, as underscored by the descent-through-the-clouds opening (EXHIBITS 6 and 7). But it does not have a specifically religious point of view, does not direct the viewer toward scripture, and to a lay viewer could well be considered a ‘fantasy’ and not ‘religious.’



EXHIBITS 6 and 7

These same qualities can be found in *Touched by an Angel*, where an angel and her angelic supervisor deliver hopeful and inspirational messages from a higher source. Once more, there is no point-of-view of any one religion and the common-sense guidance offered could just as easily have come from Aesop or Shakespeare as from the Bible. Despite the occasional reverence toward powers unseen, one could substitute the pantheon of Greek gods for the angelic figures without compromising the theme or impact.

IV. ANALYSIS OF IPG TITLES

I understand that IPG has identified 105 different titles that it is claiming in both the Program Suppliers category and the Devotional category, and produced thirteen DVDs as exemplars of the IPG-claimed titles. See Appendices B and C, respectively. I compared the

program titles on the DVDs IPG produced with the list of IPG-claimed titles, and I identified only eight titles for which exemplars of the program had been produced. These eight titles are *Christmas Is*, *Easter Is*, *Little Shepherd*, *On Main Street*, *Red Boots For Christmas*, *The City That Forgot About Christmas*, *The Stableboy's Christmas*, and *Puzzle Club Easter Adventure*. In my professional opinion, it is essential to have an exemplar of the aired program available in order to evaluate whether or not the program falls in one program category or another. Accordingly, I render no opinion on IPG titles I could not match with the produced DVDs. Based on my analysis set forth above, the following are my conclusions with regard to the program category into which each of the eight matched titles identified above fall:

1. *Christmas Is*

Children put on a Christmas play, and reading a book about Jesus' birth, a child effectively relives the event. Though the program tells the story of Jesus, it does so not through scripture, but through a narrative that is primarily historic. This is not a Devotional program.

2. *Easter Is*

The same family as in *Christmas Is* appears again in a program about the creation of secular Easter posters. One child prays for his lost dog and his father tells him about Jesus returning from the dead and His love. The child proceeds to create a Jesus poster for Easter. Again, there is no scripture or denominational agenda. The content is modestly celebratory, but 'grateful' is not 'prayerful,' and it lacks the strong introspective component that would make it Devotional. Though arguably on the cusp, it is not a Devotional program.

3. *Little Shepherd*

This is primarily an action-based cartoon set in ancient times about shepherds versus wolves. Though there is a climactic quotation of the 23rd Psalm, that oft-cited text is a catchall

that promotes general faith rather than a specific idea. The fact that a child sees the baby Jesus in the manger and talks to Mary and Joseph actually has an anti-Devotional quality by transmuting them from the celestial to the somewhat mundane. This program is not a Devotional program.

4. *On Main Street*

This work, about interviews with ‘people on the street,’ leads to a generic discussion about angels (akin to the above-mentioned series about angels). This is not a Devotional program.

5. *Red Boots for Christmas*

This is essentially Charles Dickens’ *A Christmas Carol* that tangentially contains references to God and Jesus/the Nativity. The bulk of the presentation consists of carols (*Joy to the World, God Rest Ye Merry Gentlemen*). Grace is sung, but there are no scriptural references and the show is primarily *about* the redemption of a selfish man. This is not a Devotional program.

6. *The City That Forgot About Christmas*

This is another story featuring the family from *Christmas Is*. This program is a little different. Once more, there is no scripture and it is largely about the over ‘Santa-fication’ of Christmas. Moreover, the program is primarily about the *start* of the transformation of a godless town. The plot drives directly toward a final discourse that stops the action to deliver a message beginning at 22:22, following the classic template of *Davey and Goliath* (EXHIBIT 8): essentially, that Christmas is not only about God and Jesus, but that faith in, and the presence of, Jesus has the power to save the souls of a populace (Devotional). This program is a Devotional program.

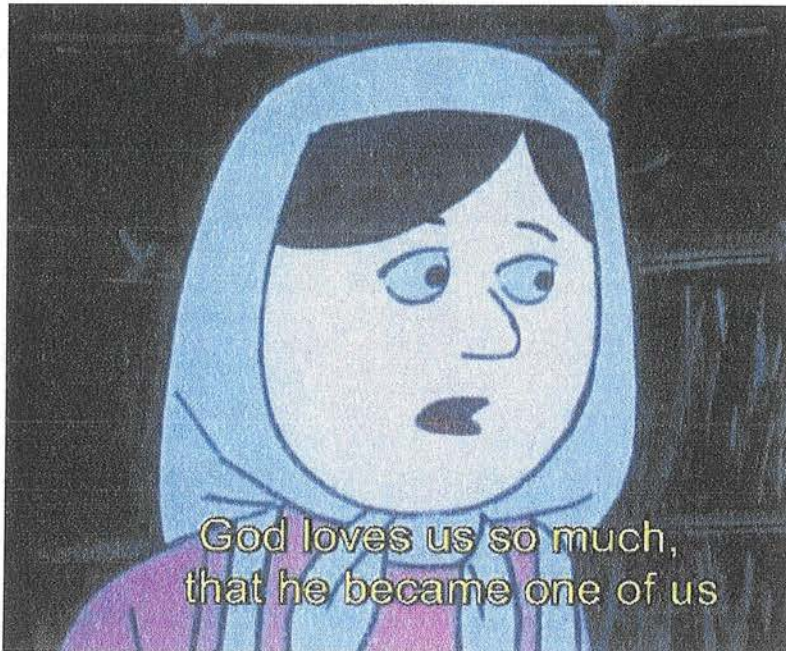


EXHIBIT 8

7. Stableboy's Christmas

A Nativity scene comes to life and a boy finds himself in the time of Jesus. The presentation of the Star of Bethlehem and the birth of Jesus is presented from a decidedly historic perspective. It requires the goodwill of the viewer – that is, a pre-existing understanding of Jesus and a predisposition to His Divinity – to be considered Devotional. Thus, this program is not a Devotional program.

8. Puzzle Club's Easter Adventure

This program is about kid-detectives who ultimately realize that God loves them, thanks to an elderly man facing death, but having faith in Jesus. The presentation is without coloration or detail and it is not a Devotional program.

CONCLUSION

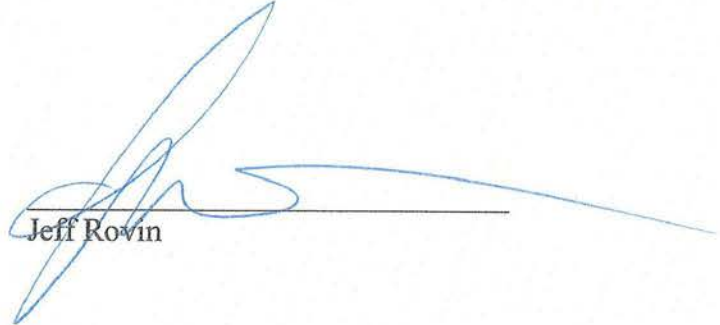
In conclusion, I find that I only have adequate information available to evaluate and categorize eight of the titles that IPG cross-claimed in the Program Suppliers and Devotional program categories. Of these eight titles, I conclude that seven of them should be categorized as Program Suppliers programs, and one of them, *The City That Forgot About Christmas*, should be categorized as a Devotional program.

Thank you for the opportunity to present this information in this proceeding. I hope that it will assist you in your deliberations.

DECLARATION OF JEFF ROVIN

I declare under penalty of perjury that the foregoing testimony is true and correct, and of my personal knowledge.

Executed on October 10, 2014



Jeff Rovin

APPENDIX A

Jeff Rovin, One West Street, PH 10, NY, NY 10004, 212-742-7917, Jeffrovin@aol.com

PUBLISHED BOOKS (from the earliest)

1. A PICTORIAL HISTORY OF SCIENCE FICTION FILMS (reprinted as CLASSIC SCIENCE FICTION FILMS): NF/Citadel/1975
2. HOLLYWOOD DETECTIVE: GARRISON: F/Manor/1975
3. HOLLYWOOD DETECTIVE: THE WOLF: F/Manor/1975
4. THE HINDENBURG DISASTER: F/Manor/1975
5. OF MICE AND MICKEY: NF/Manor/1975
6. THE FABULOUS FANTASY FILMS: NF/Barnes/1977
Playboy Book Club/Movie Book Club
7. FROM JULES VERNE TO STAR TREK: NF/Drake/1977
8. THE SUPERNATURAL MOVIE QUIZBOOK: NF/Drake/1977
9. THE GREAT TELEVISION SERIES: NF/Barnes/1977
Nostalgia Book Club selection.
10. MOVIE SPECIAL EFFECTS: NF/Barnes/1977
11. THE FILMS OF CHARLTON HESTON: NF/Citadel/1977
Movie Book Club
12. FROM THE LAND BEYOND BEYOND: The Films of Ray Harryhausen:
NF/Berkley-Windhover/1977
13. MARS!: NF/Corwin-Pinnacle/1978
14. THE UFO MOVIE QUIZ BOOK: NF/Signet/1978
15. THE SUPER HERO MOVIE AND TV QUIZBOOK: NF/Signet/1979
16. THE FANTASY ALMANAC: NF/Dutton/1979
17. COUNT DRACULA'S VAMPIRE QUIZ BOOK: NF/Signet/1979
18. THE SIGNET BOOK OF MOVIE LISTS: NF/Signet/1979
19. THE ANDRASSY LEGACY: F/Jove/1981
20. THE TRANSGALACTIC GUIDE TO SOLAR SYSTEM M-17: F/
Perigee/1981
21. THE SCIENCE FICTION COLLECTOR'S CATALOG: NF/Barnes/1982
22. THE SIGNET BOOK OF TV LISTS: NF/Signet/1982
23. THE SECOND SIGNET BOOK OF MOVIE LISTS: NF/Signet/1982
24. ALWAYS, LANA: NF/Bantam/1982 (bio of Lana Turner)
25. THE COMPLETE GUIDE TO CONQUERING VIDEOGAMES: NF/Macmillan/1982
Doubleday Book Club
26. RICHARD PRYOR: BLACK AND BLUE: NF/Bantam/1983 (bought by HBO in 1996
for a movie)
27. THE MADJAN: F/Charter/1984
28. WINNING AT TRIVIAL PURSUIT: NF/Signet/1984
National Bestseller
29. IN SEARCH OF TRIVIA: NF/Signet/1984
National Bestseller
30. TV BABYLON: NF/Signet/1984; revised 1987
31. JOAN COLLINS: NF/Bantam/1984
32. JULIO!: NF/Bantam/1985

33. THE ENCYCLOPEDIA OF SUPER HEROES: NF/Facts-On-File/1985
Movie/Entertainment Book Club
34. STALLONE: A HERO'S STORY: NF/Pocket Books/1985
35. APRIL FOOL'S DAY: F/Pocket Books/1986
36. 1,001 GREAT JOKES: NF/Signet/1987
37. THE RE-ANIMATOR: F/Pocket Books/1987
38. THE ENCYCLOPEDIA OF SUPER VILLAINS: NF/Facts-On-File/1987
39. STARIK: F/Dutton/1988 (Pinnacle/paperback/1989)
40. DAGGER: F/Charter/1988
41. HOW TO WIN AT NINTENDO GAMES: NF/St. Martins/1988 updated 1989
National Bestseller
42. 1,001 MORE GREAT JOKES: NF/Signet/1989
43. FORCE FIVE: DESTINATION ALGIERS: F/Lynx/1989
44. FORCE FIVE: DESTINATION STALINGRAD: F/Lynx/1989
45. FORCE FIVE: DESTINATION NORWAY: F/Lynx/1989
46. THE ENCYCLOPEDIA OF MONSTERS: NF/Facts-On-File/1989
47. 1,001 GREAT ONE-LINERS: NF/Signet/1989
48. HOW TO WIN AT NINTENDO GAMES 2: NF/St. Martins, 1989
49. HOW TO WIN AT NINTENDO GAMES 3: NF/St. Martins, 1990
50. THE RED ARROW: F/Dutton/1990
51. THE SPIRITS OF AMERICA: NF/Pocket Books/1990
52. 500 HILARIOUS JOKES FOR KIDS: NF/Signet/1990
53. 500 MORE HILARIOUS JOKES FOR KIDS: NF/Signet/1990
54. THE UNAUTHORIZED TEENAGE MUTANT NINJA TURTLES QUIZ BOOK:
NF/St. Martins/1990
55. HOW TO WIN AT NINTENDO SPORTS GAMES: NF/St. Martins, 1990
56. HOW TO WIN AT SUPER MARIO BROS. GAMES: NF/St. Martins, 1990
57. SIMPSON FEVER! NF/St. Martins, 1990
58. 1,001 GREAT SPORTS JOKES: NF/Signet/1991
59. HOW TO WIN AT SEGA/GENESIS GAMES: NF/St. Martins, 1991
60. THE ILLUSTRATED ENCYCLOPEDIA OF CARTOON ANIMALS: NF/Prentice Hall
Press/1991
61. TV BABYLON 2: NF/Signet/1991
62. HOW TO WIN AT GAME BOY GAMES: NF/St. Martins/1991
63. HOW TO WIN AT NINTENDO GAMES 4: NF/St. Martins/1991
64. LUKE MANIA/JASON FEVER: NF/Berkley/1991
65. LAWS OF ORDER: NF/Ballantine/1992
66. 500 GREAT LAWYER JOKES: NF/Signet/1992
67. 500 GREAT DOCTOR JOKES: NF/Signet/1992
68. 1,001 GREAT PET JOKES: NF/Signet/1992
69. HOW TO WIN AT SUPER NES GAMES: NF/St. Martins/1992
70. THE BEST OF HOW TO WIN AT NINTENDO GAMES: NF/St. Martins/1992
71. THE WORLD ACCORDING TO ELVIS: NF/HarperCollins/1992
72. THE LASERDISC FILM GUIDE: NF/St. Martins/1993
73. THE FIRST GOOD NEWS/BAD NEWS JOKE BOOK: NF/Signet/1993
74. SPORTS BABYLON: NF/Signet/1993
75. COUNTRY MUSIC BABYLON: NF/St. Martins/1993
76. CLIFFHANGER: F/Berkley/1993
77. THE SECOND GOOD NEWS/BAD NEWS JOKE BOOK: NF/Signet/1994
78. THE UNBELIEVABLE TRUTH!: NF/Signet/1994
79. WHAT'S THE DIFFERENCE?: NF/Ballantine/1994

80. **BACK TO THE BATCAVE!** with Adam West: NF/Berkley/1994
81. **DINOMITE DINOSAUR JOKES:** F/Pocket Books/1994
82. **GAMEMASTER: HOW TO WIN AT SUPER NES GAMES:** NF/St. Martins/1994
83. **GAMEMASTER: HOW TO WIN AT SEGA GENESIS GAMES:** NF/St. Martins/1994
84. **ELLEN!:** NF/Pocket/1994
85. **ADVENTURE HEROES:** NF/Facts on File/1995
86. **GAMEMASTER: HOW TO WIN AT VIDEOGAMES:** NF/St. Martins/1995
87. **DUMB MOVIE BLURBS:** NF/Berkley/1995
88. **ROBOTS, SPACESHIPS, AND ALIENS:** NF/Facts on File/1995
89. **MORTAL KOMBAT:** F/Boulevard Books/1995
90. **CAT ANGELS:** F/HarperCollins/1995
91. **KELSEY GRAMMER:** NF/HarperCollins/1995
92. **BROKEN ARROW:** F/Berkley/1995
93. **TOM CLANCY'S OP-CENTER:** F/Berkley/1995: New York Times #1 bestseller
94. **TOM CLANCY'S OP-CENTER: MIRROR IMAGE:** F/Berkley/1995: New York Times Bestseller
95. **TOM CLANCY'S OP-CENTER: GAMES OF STATE:** F/Berkley/1996: New York Times Bestseller
96. **TOM CLANCY'S OP-CENTER: ACTS OF WAR:** F/Berkley/1997: New York Times Bestseller
97. **THE ESSENTIAL JACKIE CHAN:** NF/Pocket Books/1997
98. **THE GAME:** F/Boulevard Books/1997
99. **TOM CLANCY'S OP-CENTER: BALANCE OF POWER:** F/Berkley/1998: New York Times Bestseller
100. **THE RETURN OF THE WOLF MAN:** F/Boulevard Books (MCA)/1998
101. **VESPER:** F/St. Martins/1998 (bought by Touchstone and Sonnenfeld-Josephson for a motion picture; Book of the Month Club Main Selection; Random House Audio Book)
102. **TOM CLANCY'S OP-CENTER: STATE OF SIEGE:** F/Berkley/1999: New York Times Bestseller
103. **ST. WAR:** F/Berkley/2000 (optioned by Bob Rehme Productions for a TV mini-series)
104. **FATALIS:** F/St. Martins/2000 (optioned by Universal Pictures for Sylvester Stallone)
105. **TOM CLANCY'S OP-CENTER: DIVIDE AND CONQUER:** F/Berkley/2000: New York Times Bestseller
106. **ST. WAR: DEAD RISING** F/Berkley/2004
107. **TOM CLANCY'S OP-CENTER: LINE OF CONTROL:** F/Berkley/2001: New York Times Bestseller
108. **TOM CLANCY'S OP-CENTER: MISSION OF HONOR:** F/Berkley/2002: New York Times Bestseller
109. **TOM CLANCY'S OP-CENTER : SEA OF FIRE:** F/Berkley/2003: New York Times Bestseller
110. **TOM CLANCY'S OP-CENTER: CALL TO TREASON:** F/Berkley/2004, New York Times Bestseller
111. **TOM CLANCY'S OP-CENTER: WAR OF EAGLES:** F/Berkley/2005, New York Times Bestseller
112. **UNIT OMEGA: LOCH NESS:** F/Berkley/2004 (as Jim Grand)
113. **UNIT OMEGA: MEDUSA:** F/Berkley/2004 (as Jim Grand)
114. **TEMPEST DOWN:** F/St Martins/2004
115. **ROGUE ANGEL:** F/St Martins/2005
116. **THE DEVIL'S RANGERS:** F/Berkley/2006 (as Jim Grand)
117. **CONVERSATIONS WITH THE DEVIL:** F/Tor/2007

- 118: DON'T EVEN THINK ABOUT TELLING THIS JOKE AT WORK: F/Berkley/2007 (as Henry Bergen)
- 119: DON'T EVEN THINK ABOUT TELLING THIS JOKE TO YOUR LAWYER: F/Berkley/2007 (as Henry Bergen)
- 120: GOLDIE'S LOX AND THE THREE BAGELS: F/Kensington/2007 (as Lila Dubinsky)
- 121: MOTHER GOOSEBERG'S NURSERY RHYMES: F/Kensington/2008 (as Lila Dubinsky)
- 122: ERNIE: The autobiography of Ernest Borgnine; NF/Kensington/2008 (Ghostwritten)
- 123: YINGLISH: Jewish-American neologisms; F/Kensington/2009 (as Sasha Klotz)
- 124: 3:10 TO BOCA: Jewish Westerns: F/Kensington/2009 (as Zane Greyberg)
- 125: ONE FOOT IN THE GRAVY: F/Kensington/2011 (as Delia Rosen)
- 126: (Confidential, ghostwritten New York Times bestseller): F/St. Martins/2012
- 127: BLOOD OF PATRIOTS: F/Kensington/2012 (as William Johnstone)
- 128: THE OPERATIVE: F/Kensington/2012 (as Andrew Britton)
- 129: KILLER IN THE RYE: F/Kensington/2012 (as Delia Rosen)
- 130: FROM HERRING TO ETERNITY: F/Kensington/2013 (as Delia Rosen)
- 131: (Confidential, ghostwritten sequel to 126) F/St. Martin's/2013
- 132: (Confidential, ghostwritten novel) F/Headline Books/2013
- 133: TO KILL A MATZOBALL: F/Kensington/2014 (as Delia Rosen)
- 134: THE COURIER: F/Kensington/2014 (as Andrew Britton)
- 135: CRY ME A LIVER: F/Kensington/2014 (as Delia Rosen)
- 136: EARTHEND: VISION OF FIRE: F/Simon & Schuster/2014 with Gillian Anderson
- 137: THREATCON DELTA: F/Kensington/2015 (as Andrew Britton)
- 138: EARTHEND: A DREAM OF ICE: F/Simon & Schuster/2015 with Gillian Anderson
- 140: (Confidential, ghostwritten sequel to 131) F/St. Martin's/2015
- 141: EARTHEND: A SOUND OF SEAS: F/Simon & Schuster/2016 with Gillian Anderson

DVD AUDIO COMMENTARY

- Perhaps Love* (2007)
- Dragon Tiger Gate* (2007)
- Shamo* (2008)
- Sleepy Eyes of Death* (2009)

SHORT STORIES

1. "The Horse that Jack Built," *Analog Yearbook*, Avon, 1979
2. "A Knight at the Opera," *The Further Adventures of Batman: Catwoman*: Bantam, 1992
3. *Gotham City 14 Miles*: Afterword for Batman book: Sequart Research & Literacy Organization, 2010

SELECTED MAGAZINES

- THE BROADSHEET (film columnist, November, 2009 to October, 2012)
- WEEKLY WORLD NEWS (freelance editor-in-chief, March, 2005 -August, 2007): Paranormal, monster and extraterrestrial reportage.
- SCIENCE FICTION CHRONICLE: 1990 - 2007 (monthly film/DVD/TV/Comic book column, "SF Cinema")
- FASCINATING FACTS FROM THE BIBLE: NEW TESTAMENT (2001)

FASCINATING FACTS FROM THE BIBLE (1995)
I WISH I'D THOUGHT OF THAT (1995)
GREAT AMERICAN GHOST STORIES (1994)
MYSTERY SCENE: 1994-1998 (film column, "Mystery Media"), 1999 - 2001 (monthly film column, "Mystery Scinema") (also ran on Hollywood.com)
MAD MAGAZINE: 1986 -1998 (monthly "quote" from Alfred E. Neuman)
LADIES HOME JOURNAL: 1978 - 1993 (celebrity interviews)
EYE-ON: 1984 -1985 (publisher/editor magazine of pop-culture)
VIDEOGAMING ILLUSTRATED: 1982 - 1984 (publisher/editor)
OMNI: 1980 -1982 (monthly film column)
ANALOG: 1975 -1980 (film articles)
HARVEY COMICS: writer, NEW KIDS ON THE BLOCK comic book
ARCHIE COMICS: writer for LAUGH comic book
CRACKED MAGAZINE (humor)
MUPPET MAGAZINE (humor)

TV SERIES

ACCESS HOLLYWOOD, 1997 - 1999, consultant to syndicated entertainment series.
ENTERTAINMENT TONIGHT, 1994-5, daily consultant.
THOMASON, Linda Bloodworth and Harry, 1993-5, consultant on prime time series
Designing Women, Evening Shade and Hearts Afire.
TRIVIA TRAP: written for Mark Goodson Productions. Aired on ABC 1984-5.
OMNI TV SHOW: writer/consultant, 1980.

MEDIA CONSULTANT

WORLD TRADE ART GALLERY: December, 2013 – present: curator of comic book and Animation art.
APPLE/NATIONAL ENQUIRER: December, 2011 - August, 2012: Editor, Enquirer-Plus iPad App
RadarOnline: October, 2008 – March, 2009: Oversaw the transition from print to web-based, including dramatic demographic shift.
BIG Entertainment (now Hollywood Media) 1996-7 (consultant on comic books, graphic novels, novels, toys, and multimedia enterprises)
DC COMICS 1986-9 (consultant book publishing program)
BLOCKBUSTER VIDEO 1992-3 (consultant on improving rentals)
ENCYCLOPEDIA AMERICANA 1988-91 (wrote entries on popular culture)
LJN 1986 (national spokesperson for Photon toy)
WORLD BOOK ENCYCLOPEDIA 1981-83 (consultant on film coverage)
MGM 1981 (creative consultant on film CLASH OF THE TITANS and developed motion picture THAT'S SPECIAL EFFECTS!)
WARREN PUBLISHING COMPANY 1976 – 1983 (consultant, special projects editor)
CONDE NAST 1975 (created touring science fiction film program)
PETER PAN INDUSTRIES 1975 (packaged series of STAR TREK records)
SCHOLASTIC MAGAZINES 1975 (consultant, fantasy publications)

STAFF EMPLOYMENT

(1971-75; freelance since then)
Editor, Seaboard magazines and comics, 1974-5: superhero and horror comics, romance magazines, puzzle books, etc.
Associate Editor, Warren magazines 1973-4, including FAMOUS MONSTERS, CREEPY, VAMPIRELLA, others. Ran Captain Company mail order division.

Copywriter, Country Studios Advertising, 1972-3.

Assistant Editor, DC Comics, 1972. Wrote for comic books TARZAN, LOIS LANE, LEGION OF SUPER-HEROES, GI WAR STORIES, SGT. ROCK, others. Worked with Gloria Steinem on her *Wonder Woman* book.

Assistant Editor, Skywald Publishing, 1971-2. Worked on horror and science fiction comics.

Editorial Assistant, Beagle Books (Ian Ballantine): 1970

ACTIVE PROFESSIONAL MEMBERSHIPS

AUTHORS GUILD

SCIENCE FICTION AND FANTASY WRITERS OF AMERICA

MYSTERY WRITERS OF AMERICA

WESTERN WRITERS OF AMERICA

HORROR WRITERS ASSOCIATION

ROMANCE WRITERS OF AMERICA

THE INTERNATIONAL ASSOCIATION OF MEDIA TIE-IN WRITERS

LEGAL MATTERS

20th Century Fox ("Star Wars") v. Universal Pictures ("Battlestar Galactica"): 1979
Youngman, Hungate, Leopold and Rosenfeld, Meyer, Susman
For Defendant

Scott Shaw ("Duckula") v. Filmation ("Quackula"): 1980
Rosenfeld, Meyer, Susman
For Defendant

Marvel Comics ("Spider-Man") v. Filmation ("Web Woman"): 1980
Shea/Gould
For Defendant

Warner Bros. ("Superman") v. ABC ("Greatest American Hero"): 1981
Townley and Updike
For Defendant

Universal Pictures ("King Kong") v. Nintendo ("Donkey Kong"): 1982
Mudge, Rose
For Defendant

Coleman and Burton ("Triumph") v. Milton Bradley ("Dark Tower"): 1983
Wistow and Barylick
For Plaintiff
Note: Jury award of \$737,058.10 for lost royalties

DeStefano ("Predator") v. 20th Century Fox ("Predator"): 1994
Mark Jackson
For Defendant

FASA (“Battletech”) v. Playmates Toys (“Exo-Squad”): 1995
Pattishall, McAuliffe
For Defendant

Minsky (“The Aquarius Mission”) v. Steven Spielberg (“SeaQuest DSV”) 1995
Leopold, Petrich, Smith
For Defendant

Ed McMahon v. Star Magazine: 1995
Leopold, Petrich, Smith
For Defendant

Note: At issue was whether reportage of drunkenness, supporting a public image, was defamatory.

ITC Entertainment (“Dwayne”) v. Universal Pictures (“Beethoven”): 1995
Leopold, Petrich, Smith
For Defendant

Schanes/Blackthorne Publishing (“Jack Hunter”) v. New Line (“Long Kiss Goodnight”): 1996
Bill Grantham
For Defendant

Zuhdi (“Egyptscape”) v. MGM (“Stargate”): 1996
David Kearney
For Defendant

Berns (“The Return of Waldo Fox”) v. 20th Century Fox (“The Visitor”): 1997
Bonnie Bogin
For Defendant

River Enterprises (“Damned River”) v. Universal Pictures (“River Wild”): 1998
Katten, Muchin
For Defendant

Sears-McClellan (“The Single Allegorical Adventure of Eddie the Existential Ant”) v. DreamWorks (“Antz”): 1998
Leopold, Petrich, Smith
For Defendant

Marv Wolfman v. Marvel Comics (“Blade”) and New Line Cinema: 1999
Battle, Fowler
For Defendant

NBC (“Law and Order”) v. Studios USA (“Arrest and Trial”): 2000
Robert K. Fitzpatrick

For Defendant

van Daalen (“Trust Me”) v. Paramount (“Lucky Numbers”): 2000

**Katten, Muchin
For Defendant**

Selby (“Doubletime”) v. New Line Cinema (“Frequency”): 2000

**Leopold, Petrich, Smith
For Defendant**

Kloor v. Tribune Media (“Gene Roddenberry’s Earth: Final Conflict”): 2001

**Quinn, Emanuel
For Defendant
Note: Idea submission**

Kellerman (“Young Shakespeare”) v. Miramax Film Corp. (“Shakespeare in Love”): 2001

**Katten, Muchin
For Defendant**

**NRI Film Production Associates (“Extraterrestrial Mission”) v. 20th Century Fox
 (“Independence Day”): 2001**

**Bonnie Bogin
For Defendant
Note: Case was heard in Mysore, India**

**Santa Fe Entertainment (“It’s About Time”) v. Paramount Pictures (“Clockstoppers”):
2001**

**Leopold, Petrich, Smith
For Defendant**

MGM (“It’s a Mad, Mad, Mad, Mad World”) v. Paramount (“Rat Race”): 2001

**Andrew Chang
For Plaintiff**

Mattson (“Me”) v. New Line (“The Cell”) 2002

**Pryor, Cashman
For Defendant**

Silberstein (“Sqratt”) v. 20th Century Fox (“Ice Age”): 2002

**Bonnie Bogin
For Defendant**

Shreibman and Fiveson (“Clonus”) v. DreamWorks/Warner Brothers (“The Island”): 2006

**Pryor, Cashman
For Defendant**

Siegel v. Warner Brothers ("Superman"): 2006 (ongoing)

Fross, Zelnick

For Defendant

Note: Termination of copyright, apportionment

Hendricks ("Double...Double") v. DreamWorks/Warner Brothers ("The Island"): 2007

Leopold, Petrich, Smith

For Defendant

Rushing v. Warner Brothers ("Dukes of Hazzard"): 2007

Brooks, Pierce

For Defendant

Contract dispute

Gilbert ("When Mom's The Other Woman") v. New Line ("Monster-in-Law"): 2008

White O'Connor Fink & Brenner

For Defendant

Sheldon Abend ("Rear Window") v. Paramount Pictures ("Disturbia"): 2008

White O'Connor Fink & Brenner

For Defendant

Mark Gable ("Karma") v. NBC ("My Name is Earl"): 2008

Mitchell Silberberg & Knupp

For Defendant

Warren Publishing Company v. J. David Spurlock: 2009

Pepper Hamilton

For Defendant

Note: Fair Use issues pertaining to artwork

**James Muller ("The Lost Continent") v. Twentieth Century Fox ("Alien vs. Predator"):
2009**

Leopold, Petrich, Smith

For Defendant

Joseph Davis ("Animal's Night Out") v. DreamWorks Animation ("Madagascar"): 2009

Leopold, Petrich, Smith

For Defendant

Regina Kimbell ("My Nappy Roots") v. HBO ("Good Hair"): 2009

White O'Connor Fink & Brenner

For Defendant

Cinemark v. IMAX (2010)

Akin, Gump, Strauss, Hauer, & Feld

**For Plaintiff
Patent issue**

**Yolanda Buggs ("Critter Island") v. DreamWorks Animation ("Flushed Away") (2010)
Leopold, Petrich, Smith
For Defendant**

**Terence Dunn ("Zen-Bear") v. DreamWorks Animation ("Kung Fu Panda") (2011)
Loeb & Loeb
For Defendant**

**Summit Entertainment ("Twilight") v. Beckett Media (2011)
Leopold, Petrich and Smith
For Defendant
Note: Fair use questions**

**Anthony Spinner ("Lost") v. ABC ("Lost") (2011)
White O'Connor Fink & Brenner
For Defendant
Note: Idea submission**

**Corbello v. DeVito ("Jersey Boys") (2011)
Leopold, Petrich and Smith
For Defendant
Note: Compare musical book to manuscript; protectability of non-fiction**

**Chuck Zito ("Nomads") v. FX ("Sons of Anarchy") (2011)
Gibson Dunn
For Defendant**

**Edgar Rice Burroughs, Inc. v. Dynamite Entertainment (2012)
Fross Zelnick
For Plaintiff
(Compare literary elements to help determine public domain status)**

**CBS ("Big Brother") v. ABC ("Glass House") (2012)
Gibson Dunn
For Plaintiff**

**Don Bellisario v. CBS (2012)
Gibson Dunn
For Defendant**

**Bryant Moore ("Aquatica/Pollination") v. Lightstorm Entertainment ("Avatar") (2013)
Mitchell Silberberg & Knupp
For Defendant**

Randall Shuptrine (“Woodsculpting”) v. Scripps Network (“Man Caves”) (2013)
Katten Muchin
For Defendant

Jayne Gordon (“Panda Power”) v. DreamWorks (“Kung Fu Panda”) (2013)
Loeb & Loeb
For Defendant

Roger Dean (artist) v. Lightstorm Entertainment (“Avatar”) (2013)
Loeb & Loeb
For Defendant

Gold Glove Productions (“Omaha”) v. Warner Brothers (“Trouble With the Curve”) (2014)
O’Melveny & Myers
For Defendant

Steve Wilson Briggs (“Butterfly Driver”) v. Neill Blomkamp (“Elysium”) (2014)
Kinsella Weitzman Iser Kump & Aldisert
For Defendant

Hendricks (“Double...Double”) v. BBC America (“Orphan Black”): 2014
Weisberg Willner & Sloane
For Defendant

Bengal Mangle (“Charlie the Abusive Teddy Bear”) v. Seth MacFarlane (“Ted”)
Katten Muchin
For Defendant

SELECTED PRIOR ART CONSULTANCIES

“Amityville Horror” Orion Pictures, 1992

Leopold, Petrich, Smith

Note: Valuation and usage of numeric “sequels” in film.

“Frankenstein,” Universal Pictures, 1995

Leopold, Petrich, Smith

Note: Right of publicity matter before the state legislature: how much of horror character was the actor and how much was makeup.

"It's a Bird...It's a Plane...It's Superman" arbitration, 2012

Patrick Perkins, Esq.

Note: compare literary differences between original musical and new version

APPENDIX B

**TITLES CLAIMED BY IPG
IN BOTH PROGRAM SUPPLIERS AND DEVOTIONAL CATEGORIES**

TITLE	IPG CLAIMANT
3 Days	Envoy Productions / Promark Television, Inc.
Adrift	Envoy Productions
Aftermath	Envoy Productions
Amazing Grace	Envoy Productions / Great Plains National Instructional Library (cka Restructure Holding) / Promark Television, Inc.
An Eye for an Eye	Envoy Productions / Promark Television, Inc.
Betrayed	Envoy Productions / Promark Television, Inc.
Betrayed!	Envoy Productions / Promark Television, Inc.
Better Way	Envoy Productions
Beyond the Stars	Envoy Productions / Promark Television, Inc.
Boomerang	Envoy Productions / Promark Television, Inc.
Christmas Is	Envoy Productions / Promark Television, Inc.
City That Forgot About Christmas	Envoy Productions / Pacific Family Entertainment / Promark Television, Inc.
Class Reunion	Envoy Productions
Conspiracy Theory	Envoy Productions / Promark Television, Inc.
Dark Journey	Envoy Productions / Promark Television, Inc.
Decision	Envoy Productions / Promark Television, Inc.
Diary	Envoy Productions / Promark Television, Inc.
Easter Is	Envoy Productions / Promark Television, Inc.
Easter Is...	Envoy Productions / Promark Television, Inc.
Easy Money	Envoy Productions / Promark Television, Inc. / Reel Media International
Eye of the Storm	Envoy Productions / Promark Television, Inc. / Pacific Family Entertainment
Family Affair	Envoy Productions / Promark Television, Inc.
Fathers' Day	Envoy Productions / Granada Media
Father's Day	Envoy Productions / Promark Television, Inc.
Firestorm	Envoy Productions / Promark Television, Inc.
Focus	Envoy Productions / Promark Television, Inc.
Freedom Is	Envoy Productions / Promark Television, Inc.
Give and Take	Envoy Productions / Promark Television, Inc.
Greatest Gift	Envoy Productions / Promark Television, Inc.
Homecoming	Envoy Productions / Promark Television, Inc.
In the Name of Love	Envoy Productions
Interlude	Envoy Productions
Light in the Darkness	Envoy Productions / Promark Television, Inc.

TITLE	IPG CLAIMANT
Like Father, Like Son	Envoy Productions / Promark Television, Inc.
Linda	Envoy Productions / Promark Television, Inc.
Little Shepherd	Envoy Productions / Promark Television, Inc.
Lost and Found	Envoy Productions / Paradigm Pictures Corporation
Man of the Year	Envoy Productions
Masquerade	Envoy Productions
Millie	Envoy Productions / Promark Television, Inc. / Reel Media International
More Than Conquerors	Envoy Productions / Promark Television, Inc.
New Harvest	Envoy Productions
New Harvest Show	Envoy Productions / Promark Television, Inc.
No Greater Love	Envoy Productions
No Place to Hide	Envoy Productions / Promark Television, Inc. / Reel Media International
No Way Out	Envoy Productions / Promark Television, Inc.
On Main Street	Envoy Productions / Promark Television, Inc.
Other Wise Man	Envoy Productions
Out of the Past	Envoy Productions / Promark Television, Inc.
Pie in the Sky	Envoy Productions / Promark Television, Inc.
Problem Child	Envoy Productions / Promark Television, Inc.
Puzzle Club	Envoy Productions / Promark Television, Inc.
Puzzle Club Christmas	Envoy Productions / Promark Television, Inc.
Puzzle Club Christmas Mystery	Envoy Productions / Promark Television, Inc.
Puzzle Club Easter	Envoy Productions / Promark Television, Inc.
Puzzle Club Easter Adventure	Envoy Productions / Promark Television, Inc.
Puzzle Club Pet-Napping Mystery	Envoy Productions / Promark Television, Inc.
Red Boots for Christmas	Envoy Productions / Promark Television, Inc.
Revenge	Envoy Productions / Promark Television, Inc.
Second Chance	Envoy Productions / Promark Television, Inc.
Shadow of a Doubt	Envoy Productions / Promark Television, Inc.
Shield of Faith	Envoy Productions
Smear	Envoy Productions
Stableboy's Christmas	Envoy Productions / Promark Television, Inc.
The Champion	Envoy Productions / Promark Television, Inc.
The City That Forgot About Christmas	Envoy Productions / Promark Television, Inc.
The City That Forgot Christmas	Envoy Productions
The Edge	Envoy Productions / Promark Television, Inc.
The Empty House	Envoy Productions
The Greatest Gift	Envoy Productions / Promark Television, Inc.

TITLE	IPG CLAIMANT
The Hunger Next Door	Envoy Productions
The Message	Envoy Productions / Promark Television, Inc.
The Morning After	Envoy Productions
The Morning Show	Envoy Productions / Promark Television, Inc.
The People Next Door	Envoy Productions / Promark Television, Inc.
The Promise	Envoy Productions / Promark Television, Inc.
The Puzzle Club Christmas Mystery	Envoy Productions / Promark Television, Inc.
The Puzzle Club Easter Adventure	Envoy Productions / Promark Television, Inc.
The Stableboy's Christmas	Envoy Productions / Promark Television, Inc.
The Stranger	Envoy Productions / Promark Television, Inc. / Reel Media International / TV Matters cka Film Matters
The Sure Thing	Envoy Productions / Promark Television, Inc.
The Tie That Binds	Envoy Productions / Promark Television, Inc.
Three Days	Envoy Productions / Promark Television, Inc.
Time for Change	Envoy Productions
Transition	Envoy Productions
Transitions	Envoy Productions / Promark Television, Inc.
Trial by Fire	Envoy Productions / Promark Television, Inc.
Undertow	Envoy Productions / Promark Television, Inc.
Victory	Envoy Productions / Promark Television, Inc.
Wednesday's Child	Envoy Productions / Promark Television, Inc.
When the Bough Breaks	Envoy Productions
Catherine's Story	IWV Media Group, Inc.
Color My World: The Arts in Medicine	IWV Media Group, Inc.
Faces of Keeneland	IWV Media Group, Inc.
Healthy Living	IWV Media Group, Inc.
Healthy Living Sunday	IWV Media Group, Inc.
Healthy Living: Mysteries of the Mind	IWV Media Group, Inc.
Keeneland	IWV Media Group, Inc.
Money: History in Your Hands	IWV Media Group, Inc.
Nicola Tesla, the Life and Times of a Forgotten Genius	IWV Media Group, Inc.
Primary Focus	IWV Media Group, Inc.
Singsation	Willie Wilson Productions, Inc.
Singsation!	Willie Wilson Productions, Inc.
Singsation! International Gospel Humanitarian Award Show	Willie Wilson Productions, Inc.
Singsations	Willie Wilson Productions, Inc.

APPENDIX C

DVD EXEMPLARS PRODUCED BY IPG IN DISCOVERY

Envoy Productions

Little Shepherd

Little Shepherd, Experience The Wonder Of The Very First Christmas

On Main Street

Red Boots For Christmas

The First Valentine

The Magic Boy's Easter/Three Easter Classics

Three Christmas Classics

Christmas Is

The City That Forgot About Christmas

The Stableboy's Christmas

Three Easter Classics

Easter Is

The Magic Boy's Easter

The Puzzle Club Easter Adventure

Yeshua, The Promise, The Land, The Messiah

IWV Media Group

The Case For Christ

Miracle In Macon

"Ho, Ho, Ho"

Willie Wilson Productions

Dr. Willie Wilson's Through It All

APPENDIX A

IPG CLAIMANTS WHO SHOULD BE DISMISSED FROM EXHIBIT IPG-1 IN THIS PROCEEDING (CABLE)

BASES FOR DISMISSAL OF IPG CLAIMS

- A(1). Dismissed by Copyright Royalty Judges ("Judges") in March 21 Order, and should be dismissed again on same basis because IPG did not produce any additional evidence in this proceeding.
- A(2). Dismissed by Judges in Final Distribution Order, and should be dismissed again on same basis because IPG produced no additional evidence, or the evidence produced is not credible.
- A(3). Dismissed by Judges in FIFA Order, and should be dismissed again on same basis.
- B. Terminated IPG or disavowed IPG as its authorized representative.
- C. IPG did not produce any credible, timely evidence of IPG's engagement.
- D(1). No evidence of engagement by copyright owner at the time claims were filed, only recent, post hoc documents, such as Confirmations.
- D(2). Failed to return executed Confirmation form after IPG's solicitation.
- E. Failed to file a claim.
- F. No evidence produced that IPG claimant verified the titles claimed by IPG, or that IPG has confirmed that entity owned or controlled the work for the royalty years at issue.
- N/A. Royalty years for which IPG has indicated it is not pursuing a claim for this claimant in Exhibit IPG-1.

IPG -REPRESENTED PROGRAM SUPPLIERS--CABLE	2004	2005	2006	2007	2008	2009
Acme Communications Inc. cka Mojo Brands Media LLC	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Adams Golf	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
American Film Institute	D(2)	D(2)	D(2)	D(2)	D(2)	N/A
Anheuser-Busch Companies, Inc.	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Ardent Productions	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F
Atlantic Film Partners	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Aviva International	A(1), D(2)	A(1), D(2)	A(1), D(2)	D(2)	D(2)	D(2)
BBC Worldwide / TEAM Communications	A(2), C, D(1)	A(2), C, D(1)	A(2), C, D(1)	A(2), C, D(1)	A(2), C, D(1)	A(2), C, D(1)
BBC Worldwide Americas, Inc.					B	N/A
Big Events Company	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F
Big Feats Entertainment, L.P.	B, C, D(2)	B, C, D(2)	B, C, D(2)	B, C, D(2)	B, C, D(2)	B, C, D(2)
C/F International	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Cappy Productions	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Carol Reynolds Productions Inc.	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)
Central City Productions	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Cheaters International	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Chesler Perlmutter Productions	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Cinemavault Releasing, Inc.	A(2), C, D(2)	A(2), C, D(2)	A(2), C, D(2)	A(2), C, D(2)	A(2), C, D(2)	A(2), C, D(2)
Cirque du Soleil Images Inc.	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Cogeco Radio-Television	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Computer Personalities Systems Inc.	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Daniel Hernandez Productions	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Devillier Donegan Enterprises	B, D(2)	B, D(2)	B, D(2)	B, D(2)	B, D(2)	B, D(2)
Direct Cinema Ltd.	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)
Distraction Formats	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F
Feed the Children, Inc.	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Films By Jove, Inc.	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Firing Line (dba for National Review, Inc.)	D(1), F	D(1), F	D(1), F	D(1), F	D(1), F	D(1), F
Fishing University LLC	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Florentine Films/Hott Productions, Inc.	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Funimation Productions	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Global Response LLC			E			

APPENDIX A

<u>IPG -REPRESENTED PROGRAM SUPPLIERS--CABLE</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Golden Films Finance Corporation	B	B	B	B	B	B
Gorky Studios	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F
Grandolph Juravic Entertainment	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Greenlight Entertainment	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F
GTSP Records	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
HLB Productions	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Home Enterprises	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
InCA Productions	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Integrity Global Marketing	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)
IWV Media Group, Inc.	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1)
JCS Entertainment II	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Kid Friendly Productions	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1)
King Motion Picture Corporation	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Knight Enterprises	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Les Distributions Rozon, Inc./Just for Laughs	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F
Les Productions Videofilms Limitee	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F
Link Television Entertainment	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Lipscomb Entertainment	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)
Magus Entertainment	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Mentorn Barraclough Carey	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F
Meredith Corporation	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
MoneyTV.net, Inc.	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Multimedia Group of Canada	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F
Nelson Davis Productions	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F
Network Programs International	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
NTS Program Sales	A(1), D(2), E	A(1), D(2), E	A(1), D(2), E	A(1), D(2), E	A(1), D(2)	A(1), D(2), E
Pacific Family Entertainment	A(2), B	A(2), B	A(2), B	A(2), B	A(2), B	A(2), B
Paradigm Pictures Corporation	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
PMT, Ltd.	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Productions Pixcom, Inc.	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Psychic Readers Network	A(1)	A(1)	A(1)	A(1)	A(1)	A(1)
Quartet International	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Raycom Sports	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Ron Hazelton Productions, Inc.	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Salem Baptist Church of Chicago, Inc.	F	F	F	F	F	F
Satsuki Ina (aka Hesono O Productions)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Showtime Networks	B, D(2), F	B, D(2), F	B, D(2), F	B, D(2), F	B, D(2), F	B, D(2), F
Sound Venture Productions Ottawa Ltd.	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Splendid Film Gmbh	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)
TEAM Communications	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F
Today's Homeowner	A(2), B, D(2)	N/A	N/A	N/A	N/A	N/A
TV Guide	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Twin Cities Public TV	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F
Urban Latino TV, LLC (cka American Latino)	A(2), B	A(2), B	A(2), B	A(2), B	A(2), B	A(2), B

APPENDIX A

<u>IPG -REPRESENTED PROGRAM SUPPLIERS--CABLE</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Video Tours, Inc.	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
West 175 Enterprises	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)
Whidbey Island Films, Inc.	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Worldwide Pants, Inc.	N/A	N/A	B	B	B	B

APPENDIX A

IPG CLAIMANTS WHO SHOULD BE DISMISSED FROM EXHIBIT IPG-1 IN THIS PROCEEDING (SATELLITE)

BASES FOR DISMISSAL OF IPG CLAIMS

- A(1). Dismissed by Copyright Royalty Judges ("Judges") in March 21 Order, and should be dismissed again on same basis because IPG did not produce any additional evidence in this proceeding.
- A(2). Dismissed by Judges in Final Distribution Order, and should be dismissed again on same basis because IPG produced no additional evidence, or the additional evidence produced is not credible.
- A(3). Dismissed by Judges in FIFA Order, and should be dismissed again on same basis.
- B. Terminated IPG or disavowed IPG as its authorized representative.
- C. IPG did not produce any credible, timely evidence of IPG's engagement.
- D(1). No evidence of engagement by the copyright owner at the time claims were filed, only recent, post hoc documents, such as Confirmations.
- D(2). Failed to return executed Confirmation form after IPG's solicitation.
- E. Failed to file a claim.
- F. No evidence produced that IPG claimant verified the titles claimed by IPG, or that IPG has confirmed that entity owned or controlled the work for the royalty years at issue.
- N/A. Royalty years for which IPG has indicated it is not pursuing a claim for this claimant in Exhibit IPG-1.

IPG - REPRESENTED PROGRAM SUPPLIERS - SATELLITE	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Acme Communications Inc. cka Mojo Brands Media LLC	N/A	N/A	N/A	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Adams Golf	N/A	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Adler Media, Inc.	A(1), B	N/A	A(1), B, D(1)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Agency for Instructional Technology	D(2)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
American Film Institute	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	N/A
Anheuser-Busch Companies, Inc.	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Ardent Productions	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F
Atlantic Film Partners	A(1), D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Aviva International	A(1), D(2)	A(1), D(2)	A(1), D(2)	A(1), D(2)	A(1), D(2)	A(1), D(2)	A(1), D(2)	A(1), D(2)	D(2)	D(2)
BBC Worldwide / TEAM Communications	A(2), C, D(1)	A(2), C, D(1)	A(2), C, D(1)	A(2), C, D(1)	A(2), C, D(1)	A(2), C, D(1)	A(2), C, D(1)	A(2), C, D(1)	A(2), C, D(1)	A(2), C, D(1)
BBC Worldwide Americas, Inc.	A(2)	A(2)	A(2)	A(2)	A(2)	A(2)	A(2), B	A(2), B	A(2), B	N/A
Beacon Communications Corp.	B, D(2)	B, D(2)	B, D(2)	B, D(2)	N/A	N/A	N/A	N/A	N/A	N/A
Best Direct (International) Ltd.	N/A	D(2)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Beyond International, Ltd.	B, D(2)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Big Events Company	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F
Big Feats Entertainment, L.P.	B, C, D(2)	B, C, D(2)	B, C, D(2)	B, C, D(2)	B, C, D(2)	B, C, D(2)	B, C, D(2)	B, C, D(2)	B, C, D(2)	B, C, D(2)
Bloomberg Television	D(2)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Breakthrough Films	E									
C/F International	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Cappy Productions	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Carol Reynolds Productions Inc.	A(2), D(2), E	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)
Central City Productions	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Cheaters International	N/A	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Chesler Perlmutter Productions	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Cinegroupe Images Inc.	D(2)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cinemaginaire Inc.	E									
Cinemavault Releasing, Inc.	N/A	A(2), C, D(2)	A(2), C, D(2)	A(2), C, D(2)	A(2), C, D(2)	A(2), C, D(2)	A(2), C, D(2)	A(2), C, D(2)	A(2), C, D(2)	A(2), C, D(2)
Cirque du Soleil Images Inc.	D(2), E	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Cogeco Radio-Television	A(1), D(2), E	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Community Television Foundation of South Florida	C, D(2), F	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Computer Personalities Systems Inc.	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Cottage Country Television (2000) Inc.	D(2), E, F	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Daniel Hernandez Productions	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Devillier Donegan Enterprises	B, D(2), E	B, D(2)	B, D(2)	B, D(2)	B, D(2)	B, D(2)	B, D(2)	B, D(2)	B, D(2)	B, D(2)
Direct Cinema Ltd.	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)
Distraction Formats	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F
Envoy Productions	N/A	A(1), D(1)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Federation Internationale de Football Association	A(3), B, D(2), F	A(3), B, D(2), F	A(3), B, D(2), F	A(3), B, D(2), F	A(3), B, D(2), F	A(3), B, D(2), F	A(3), B, D(2), F	A(3), B, D(2), F	A(3), B, D(2), F	A(3), B, D(2), F
Feed the Children, Inc.	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Films By Jove, Inc.	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Firing Line (dba for National Review, Inc.)	D(1), E, F	D(1), F	D(1), F	D(1), F	D(1), F	D(1), F	D(1), F	D(1), F	D(1), F	D(1), F
Fishing University LLC	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Fitness Quest, Inc.	N/A	A(2), D(2), F	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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IPG-REPRESENTED PROGRAM SUPPLIERS--SATELLITE	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Florentine Films/Hott Productions, Inc.	N/A	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Funimation Productions	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Golden Films Finance Corporation					B	B	B	B	B	B
Gorky Studios	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F
Granada Media	D(2)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Grandolph Juravic Entertainment	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Great Plains National Instructional Library (cka Restructure Holding)	E									
Greenlight Entertainment	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F
GTSP Records	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2), E	D(2)
HLB Productions	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2), E	D(2)
Home Enterprises	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2), E	D(2)
InCA Productions	A(1), D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1), E	D(1)
Integrity Global Marketing	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2)	A(2), D(2), E	A(2), D(2)
IWV Media Group, Inc.	N/A	N/A	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1), E	A(1), D(1)
JCS Entertainment II	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1), E	D(1)
Kid Friendly Productions	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1)	A(1), D(1), E	A(1), D(1)
King Motion Picture Corporation	N/A	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2), E	D(2)
Knight Enterprises	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2), E	D(2)
Les Distributions Rozon, Inc./Just for Laughs	N/A	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), E, F	D(2), F
Les Productions du Verseau	D(2), F	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Les Productions Videofilms Limitee	N/A	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), F	C, D(2), E, F	C, D(2), F
Link Television Entertainment	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2), E	D(2)
Lipscomb Entertainment	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2), E	C, D(2)
Magus Entertainment	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2), E	D(2)
Mansfield Television Distribution Co.									E	
Mark Anthony Entertainment									E	
MBC Teleproductions	D(1)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mentorn Barraclough Carey	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), E, F	D(2), F
Meredith Corporation	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2), E	D(2)
Midwest Center for Stress & Anxiety									E	
MoneyTV.net, Inc.	N/A	N/A	N/A	D(1)	D(1)	D(1)	D(1)	D(1)	D(1), E	D(1)
Multimedia Group of Canada	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F
Mustang Marketing, Inc.	D(2)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
National Academy of Television Arts and Sciences									E	
Nelson Davis Productions	N/A	N/A	N/A	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), E, F	D(2), F
Network Programs International	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1), E	D(1)
NTS Program Sales	D(2)	A(1), D(2), E	A(1), D(2), E	A(1), D(2), E	A(1), D(2), E	A(1), D(2), E	A(1), D(2), E	A(1), D(2), E	A(1), D(2), E	A(1), D(2), E
Nu/Hart Hair Clinics, Inc.	A(1), C, D(2)	A(1), C, D(2)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Pacific Family Entertainment	A(2)	A(2), B	A(2), B	A(2), B	A(2), B	A(2), B	A(2), B	A(2), B	A(2), B	A(2), B
Paradigm Pictures Corporation	D(2), E	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
PMT, Ltd.	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Productions Pixcom, Inc.	N/A	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Productions Point de Mire	C, D(2), E, F	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Psychic Readers Network	A(1), E	A(1)	A(1)	A(1)	A(1)	A(1)	A(1)	A(1)	A(1)	A(1)
Quartet International	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Raycom Sports	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Ron Hazelton Productions, Inc.	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)
Sarrazin Couture Entertainment	A(1), D(1)	A(1), D(1)	A(1), D(1)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Satsuki Ina (aka Hesono O Productions)	N/A	N/A	N/A	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Showtime Networks	B, D(2), F	B, D(2), F	B, D(2), F	B, D(2), F	B, D(2), F	B, D(2), F	B, D(2), F	B, D(2), F	B, D(2), F	B, D(2), F
Slim Goodbody Corporation	D(2), E, F	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Small World Productions	N/A	D(2)	D(2)	D(2)	N/A	N/A	N/A	N/A	N/A	N/A
Sound Venture Productions Ottawa Ltd.	N/A	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)
Splendid Film GmbH	N/A	N/A	N/A	N/A	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)
St. Jude Children's Hospital	D(2)	D(2)	D(2)	N/A	N/A	N/A	N/A	N/A	N/A	N/A

APPENDIX A

IPG-REPRESENTED PROGRAM SUPPLIERS--SATELLITE	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Stilson & Stilson	D(2)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TEAM Communications	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F
TF1 International	D(2), F	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Today's Homeowner	A(2), B, D(2)	A(2), B, D(2)	A(2), B, D(2)	A(2), B, D(2)	A(2), B, D(2)	N/A	N/A	N/A	N/A	N/A
TV Guide	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2), E	D(2)
TV Matters cka Film Matters									E	
Twin Cities Public TV	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), F	D(2), E, F	D(2), F
United Negro College Fund									E	
United States Olympic Committee	A(2), B	A(2), B	A(2), B	A(2), B	N/A	N/A	N/A	N/A	N/A	N/A
Uniworld Group	D(2)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Urban Latino TV, LLC (cka American Latino)	A(2), B, E	A(2), B	A(2), B	A(2), B	A(2), B	A(2), B	A(2), B	A(2), B	A(2), B	A(2), B
Vendome Television	D(2), E	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Venevision International	N/A	C, D(2), F	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Video Media Distribution, Inc.									E	
Video Tours, Inc.	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2)	D(2), E	D(2)
Watercourse Road Productions LLC									E	
West 175 Enterprises	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2)	C, D(2), E	C, D(2)
Whidbey Island Films, Inc.	N/A	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1)	D(1), E	D(1)
Willie Wilson Productions, Inc.									E	
World Events Productions									E	
Worldwide Pants, Inc.	B	B	B	N/A	N/A	N/A	B	B	B, E	B

APPENDIX B

Exhibit IPG-1 Claimants Who Refused To Confirm IPG As Their Authorized Representative As To Any Of the 2004-2009 Cable Or 2000-2009 Satellite Royalty Years “D(2)” Basis For Dismissal in Appendix A

1. Agency for Instructional Technology
2. American Film Institute
3. Anheuser-Busch Companies, Inc.
4. Ardent Productions
5. Atlantic Film Partners
6. Aviva International
7. BBC Worldwide
8. Beacon Communications Corp.
9. Best Direct (International) Ltd.
10. Beyond International, Ltd.
11. Big Events Company
12. Big Feats Entertainment, L.P.
13. Bloomberg Television
14. C/F International
15. Carol Reynolds Productions Inc.
16. Central City Productions
17. Cheaters International
18. Chesler Perlmutter Productions
19. Cinegroupe Images Inc.
20. Cinemavault Releasing, Inc.
21. Cirque du Soleil Images Inc.
22. Cogeco Radio-Television

APPENDIX B

Exhibit IPG-1 Claimants Who Refused To Confirm IPG As Their Authorized Representative As To Any Of the 2004-2009 Cable Or 2000-2009 Satellite Royalty Years “D(2)” Basis For Dismissal in Appendix A

23. Community Television Foundation of South Florida
24. Computer Personalities Systems Inc.
25. Cottage Country Television (2000) Inc.
26. Daniel Hernandez Productions
27. Devillier Donegan Enterprises
28. Direct Cinema Ltd.
29. Distraction Formats
30. Federation Internationale de Football Association
31. Feed the Children, Inc.
32. Fishing University LLC
33. Fitness Quest, Inc.
34. Funimation Productions
35. Gorky Studios
36. Granada Media
37. Grandolph Juravic Entertainment
38. Greenlight Entertainment
39. GTSP Records
40. HLB Productions
41. Home Enterprises
42. Integrity Global Marketing
43. King Motion Picture Corporation
44. Knight Enterprises

APPENDIX B

Exhibit IPG-1 Claimants Who Refused To Confirm IPG As Their Authorized Representative As To Any Of the 2004-2009 Cable Or 2000-2009 Satellite Royalty Years "D(2)" Basis For Dismissal in Appendix A

45. Les Distributions Rozon, Inc./Just for Laughs
46. Les Productions du Verseau
47. Les Productions Videofilms Limitee
48. Link Television Entertainment
49. Lipscomb Entertainment
50. Magus Entertainment
51. Mentorn Barraclough Carey
52. Meredith Corporation
53. Multimedia Group of Canada
54. Mustang Marketing, Inc.
55. Nelson Davis Productions
56. NTS Program Sales
57. Nu/Hart Hair Clinics, Inc.
58. Paradigm Pictures Corporation
59. Pacific Family Entertainment
60. PMT, Ltd.
61. Productions Point de Mire
62. Quartet International
63. Raycom Sports
64. Ron Hazelton Productions, Inc.
65. Salem Baptist Church of Chicago, Inc.
66. Showtime Networks

APPENDIX B

Exhibit IPG-1 Claimants Who Refused To Confirm IPG As Their Authorized Representative As To Any Of the 2004-2009 Cable Or 2000-2009 Satellite Royalty Years “D(2)” Basis For Dismissal in Appendix A

67. Slim Goodbody Corporation
68. Small World Productions
69. Splendid Film Gmbh
70. St. Jude Children's Hospital
71. Stilson & Stilson
72. TEAM Communications
73. TF1 International
74. Today's Homeowner
75. TV Guide
76. Twin Cities Public TV
77. Uniworld Group
78. Urban Latino TV LLC (cka American Latino)
79. Vendome Television
80. Venevision International
81. Video Tours, Inc.
82. West 175 Enterprises

APPENDIX C
IPG Claimants That Failed To File Claims
"E" Basis For Dismissal In Appendix A

	<u>IPG-Represented Claimant</u>	<u>Royalty Years No Claim Was Filed</u>
1	Breakthrough Films	2000 satellite
2	Carol Reynolds Productions Inc.	2000 satellite
3	Cinemaginaire Inc.	2000 satellite
4	Cirque du Soleil Images, Inc.	2000 satellite
5	Cogeco Radio-Television	2000 satellite
6	Cottage Country Television (2000) Inc.	2000 satellite
7	Devillier Donegan Enterprises	2000 satellite
8	Firing Line (dba for National Review, Inc.)	2000 satellite
9	Global Response LLC	2006 cable
10	Great Plains National Instructional Library (cka Restructure Holding)	2000 satellite
11	GTSP Records	2008 satellite
12	HLB Productions	2008 satellite
13	Home Enterprises	2008 satellite
14	Image Entertainment, Inc.	2008 satellite
15	InCA Productions	2008 satellite
16	IWV Media Group, Inc.	2008 satellite
17	JCS Entertainment II	2008 satellite
18	K2 Media Group	2008 satellite
19	Kid Friendly Productions	2008 satellite
20	King Motion Picture Corporation	2008 satellite
21	Knight Enterprises	2008 satellite
22	Lawrence Welk Syndication	2008 satellite
23	Les Distributions Rozon, Inc./Just for Laughs	2008 satellite
24	Les Productions du Verseau	2000 satellite
25	Les Productions Videofilms Limitee	2008 satellite
26	Link Television Entertainment	2008 satellite
27	Lipscomb Entertainment	2008 satellite
28	Magus Entertainment	2008 satellite
29	Mansfield Television Distribution Co.	2000 satellite, 2008 satellite
30	Mark Anthony Entertainment	2008 satellite
31	Mentorn Barraclough Carey	2008 satellite
32	Meredith Corporation	2008 satellite
33	Midwest Center for Stress & Anxiety	2008 satellite
34	MoneyTV.net, Inc.	2008 satellite
35	Multimedia Group of Canada	2008 satellite
36	National Academy of Television Arts and Sciences	2008 satellite
37	Nelson Davis Productions	2008 satellite
38	Network Programs International	2008 satellite
39	NTS Program Sales	2004-2009 cable, 2001-2009 satellite
40	Paradigm Pictures Corporation	2000 satellite
41	Productions Point de Mire	2000 satellite
42	Psychic Readers Network	2000 satellite
43	Slim Goodbody Corporation	2000 satellite
44	TV Guide	2008 satellite

APPENDIX C
IPG Claimants That Failed To File Claims
"E" Basis For Dismissal In Appendix A

	<u>IPG-Represented Claimant</u>	<u>Royalty Years No Claim Was Filed</u>
45	TV Matters cka Film Matters	2008 satellite
46	Twin Cities Public TV	2008 satellite
47	United Negro College Fund	2008 satellite
48	Urban Latino TV, LLC (cka American Latino)	2000 satellite
49	Vendome Television	2000 satellite
50	Video Media Distribution, Inc.	2008 satellite
51	Video Tours, Inc.	2008 satellite
52	Watercourse Road Productions LLC	2008 satellite
53	West 175 Enterprises	2008 satellite
54	Whidbey Island Films, Inc.	2008 satellite
55	Willie Wilson Productions, Inc.	2008 satellite
56	World Events Productions	2008 satellite
57	Worldwide Pants, Inc.	2008 satellite

APPENDIX D

IPG Claimants For Whom No Documents Were Produced Relating to Titles "F" Basis For Dismissal in Appendix A

1. Big Events Company
2. Community Television Foundation of South Florida
3. Cottage Country Television (2000) Inc.
4. Federation Internationale de Football Association
5. Firing Line (dba for National Review, Inc.)
6. Fitness Quest, Inc.
7. Gorky Studios
8. Greenlight Entertainment
9. Les Distributions Rozon Inc./Just for Laughs
10. Nelson Davis Productions
11. Productions Point de Mire
12. Salem Baptist Church Of Chicago, Inc.
13. Slim Goodbody Corporation
14. Twin Cities Public TV

IPG Claimants Whose Titles Are Based Solely On IPG Research "F" Basis For Dismissal in Appendix A

1. Ardent Productions
2. Distraction Formats
3. Les Productions du Verseau
4. Les Productions Videofilms Limitee
5. Mentorn Barraclough Carey
6. Multimedia Group of Canada
7. Showtime Networks

APPENDIX D

**IPG Claimants Whose Titles Are Based Solely On IPG Research
"F" Basis For Dismissal in Appendix A (Continued)**

8. TEAM Communications
9. TF1 International
10. Venevision International

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of October, 2014, in accordance with Section 350.4(h) of the Copyright Royalty Judges' regulations, a copy of the foregoing document was sent by electronic mail, with a copy sent by first class, U.S. mail, to the parties listed on the attached service list, each of whom has consented to receive electronic service of pleadings in this manner in connection with the consolidated 2004-2009 Cable Phase II proceeding and the 1999-2009 Satellite Phase II proceeding.


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