

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

_____)	
In the Matter of)	
)	
Distribution of)	Docket No. 2012-7 CRB SD 1999-
1999-2009)	2009 (Phase II)
Satellite Royalty Funds)	
_____)	
In the Matter of)	
)	
Distribution of the 2004, 2005, 2006,)	Docket No. 2012-6 CRB CD 2004-
2007, 2008, and 2009 Cable Royalty)	2009 (Phase II)
Funds)	
_____)	

**INDEPENDENT PRODUCERS GROUP'S REBUTTAL STATEMENT TO
CLAIMS ASSERTED BY MOTION PICTURE ASSOCIATION OF AMERICA**

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INTRODUCTION

The MPAA appears as an “agent” in these proceedings, not as an underlying copyright owner. Sections 111(d)(4)(B) and 119(b)(5)(B) of the Copyright Act authorize distributions to a copyright owner or their “designated agent”, however the Judges have stated that “the parties must manifest in some unambiguous manner that they intended for a principal/agent relationship to exist between them.” Docket No. 2008-2 CRB CD 2000-2003 (Phase II), *Final Distribution Order*, 78 Fed. Reg. 64984, at 64988 (Oct. 30, 2013) citing *Memorandum Opinion and Order Following Preliminary Hearing On Validity of Claims* (March 21, 2013).

At issue herein is the evidence required to sufficiently establish that a party has been designated as an agent by an underlying copyright owner. Following discovery in these proceedings, insufficient evidence has been produced by the MPAA in order to establish the existence of a principal/agent relationship between itself and hundreds of copyright owners. In fact, for the vast majority of copyright owners purportedly represented by the MPAA, *absolutely no evidence* has been produced in order to establish that the purported copyright owner granted *any* authority to the MPAA.¹ On such basis, the MPAA’s unsubstantiated claims on behalf of such copyright owners, and the derivative program claims, must be dismissed.

As regards specific *program* claims made by the MPAA on behalf of the (purported) copyright owners with whom the MPAA has contracted directly, other infirmities exist. Only recently did the MPAA provide for the first time its electronic database divulging which programs were being attributed by the MPAA to which

¹ As regards this aspect of IPG’s motion, the Judges may equate IPG’s arguments to a “no evidence” motion for summary judgment.

MPAA-represented claimants. In many circumstances, entities that are *known* not to be copyright owners (i.e., not a producer, distributor or owner) have falsely been attributed as the copyright owner. In other instances the purported copyright owner is not a copyright owner or transferee, as demonstrated by declarations and U.S. Copyright Office records, but is the broadcaster of the work, the foreign distributor of the work, a former distributor of the work that had no association with the program for the years in issue and, in some circumstances, entities that never had *any* association with the programming in *any* capacity.

Consequently, scores of *program* claims made by the MPAA are invalid, as the MPAA-attributed copyright owners are simply incorrect. IPG has identified a wide swathe of falsely attributed programs, but absent unlimited resources it would be impossible to identify each of the numerous circumstances in which false attribution of copyright ownership has occurred by the MPAA. Suffice it to say, however, that the breadth of inaccurate claims asserted by the MPAA is staggering and, by IPG's assessment, is due to the MPAA's counterintuitive method for program attribution, and its lack of due diligence upon the purported claims of its represented claimants.²

² Over 1,800 of IPG's program/year claim combinations conflict with the MPAA's attribution of ownership, 761 of which are vis-à-vis MPAA-represented agents of unsubstantiated copyright owners. The difference between IPG and MPAA attribution of copyright ownership is the vetting process that IPG has followed prior to the assertion of program claims, versus the MPAA's process of informing parties which programs the MPAA intends to claim on their behalf. *See infra*.

ARGUMENT

A. THE MPAA HAS FAILED TO SUBSTANTIATE ITS AUTHORITY TO REPRESENT 582 PURPORTED COPYRIGHT OWNERS.

Pursuant to the Judges' order of July 30, 2014, the Judges required the MPAA to produce the electronic files identifying the programs the MPAA is claiming, coupled with the claimants on whose behalf the claim was being made, information not previously produced to IPG.

First glance at the electronic files produced by the MPAA reveals approximately 1,500 unique MPAA-represented claimants making program claims for the years 2000 through 2009. However, after such list is winnowed down to account for name variation issues, many fewer claimants exist, approximately 665.³ For 582 of those claimants, for one or more years the MPAA has asserted claims vis-a-vis an "agent" that has contracted with the MPAA, as opposed to contracting directly with the purported copyright owner.⁴ See **Exh. 1**, Decl. of R. Galaz; **Exh. 2** (list of claimants).

Notably, no evidence has been produced reflecting that any MPAA-represented agent (i) actually represents the underlying copyright owner, or (ii) that the underlying copyright owner has affirmed ownership of the programs being attributed to them, or (iii)

³ The original figure is inflated because the electronic files produced by the MPAA sometimes reflect the same entity as different entities if there is a variance of any part of the listed name, e.g., "Compact Collections, Ltd." and "Compact Collections Ltd." are identified as different entities because in one instance a comma is inserted, in the other instance it is not. The vast majority of entities were identified by multiple means, in many circumstances as many as eight (8) different ways, and sometimes almost imperceptibly different (e.g., "Inc" versus "Inc." versus "Incorporated").

⁴ Because those particular entities identified as an underlying copyright owner are sometimes represented by more than one agent from 2000-2009, there are many more than 582 instances in which the MPAA has failed to produce any agreement or correspondence "unambiguously manifesting" the principal/agent relationship. *Id.*

that the underlying copyright owner has any knowledge that the MPAA is making claim in their name. Not one agreement or item of correspondence exists, despite IPG's request for such documents in discovery. In several circumstances, parties who are known to be exclusively agents have not even identified the underlying copyright owner on whose behalf the program claim is ostensibly being made, yet are themselves attributed as the copyright owner by the MPAA. *See Exh. 1, Decl. of R. Galaz.*

Irrespective of whether an agreement between an agent and a copyright owner is in writing, an agreement must exist that authorizes the agent to collect retransmission royalties.⁵ Such agreement may be established vis-à-vis anecdotal evidence, such as correspondence, etc., however the Judges have previously ruled that “the parties must manifest in some unambiguous manner that they intended for a principal/agent relationship to exist between them.” Docket No. 2008-2 CRB CD 2000-2003 (Phase II), *Final Distribution Order*, 78 Fed. Reg. 64984, at 64988 (Oct. 30, 2013) citing *Memorandum Opinion and Order Following Preliminary Hearing On Validity of Claims*

⁵ According to CRB regulations, the only exception is for performing rights societies *See* 37 C.F.R. Sections 360.3 and 360.12 relating, respectively, to cable and satellite claims:

(2) *Joint claim.* A claim filed on behalf of more than one copyright owner whose works have been secondarily transmitted by a cable system shall include the following information:

(ii) A concise statement of the authorization for the person or entity filing the joint claim. *For this purpose, a performing rights society shall not be required to obtain from its members or affiliates separate authorizations, apart from their standard membership affiliate agreements, or to list the name of each of its members or affiliates in the joint claim as required by paragraph (b)(2)(i) of this section.*

(March 21, 2013). The MPAA and its represented agents have produced no evidence, at all, demonstrating a grant of authority by 582 purported copyright owners

The foregoing is demonstrated by the fact that the MPAA only produced copies of the agreements between the MPAA and its represented agents, without production of agreements or correspondence between such agents and the purported copyright owner. *See Exh. 1*, Decl. of R. Galaz. Such failure by the MPAA not only precludes any ability of IPG (or the MPAA) to substantiate the grant of authority by the underlying copyright owner, but to establish the scope and timing of the agent's authority, i.e., whether the agent's authority was granted prior to the agent's "July claim" filings, whether the scope of any grant encompassed claims for retransmission royalties (versus other rights), and whether the scope of any grant included royalties for broadcasts in the U.S. territory. Such issues of contract and correspondence review have been the basis of the Judges' dismissal of numerous claims in prior distribution proceedings, but the MPAA seeks to avoid subjecting any of its represented claims from review by simply refusing to produce documents that, in any court of law, would be required in order to establish the requisite chain-of-title and MPAA standing.⁶

⁶ Indeed, in the Preliminary Hearing for the 2000-2003 cable proceedings (Phase II), despite IPG's production of "Extension Agreements" that expressly referenced an already existing "Mandate Agreement", and IPG's testimony that the Mandate Agreements executed by all IPG-represented claimants followed an identical form and were for the year immediately preceding the Extension Agreement, the Judges dismissed any claims for years preceding the Extension Agreement. Therein, the Judges stated:

"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 geographical limitations, affiliated claimants, the authority of the signer*, etc."

March 21, 2013 Order at 5 (emphasis added). Identically, in the instant circumstance the MPAA has provided *no evidence* that the MPAA-represented agent was granted any

In its Final Distribution Order in the 2000-2003 cable proceedings (Phase II), the Judges addressed a comparable argument by IPG, after IPG established that the MPAA was claiming authority to represent 615 claimants and 4,415 programs for which it could produce no authority from the underlying copyright owner. The Judges denied IPG's argument on various grounds, including timeliness, however stated that it was "no impediment" to the MPAA's indirect representation of the underlying copyright owners that no agreement or correspondence with the underlying copyright owner had been produced. According to the Judges:

Each [MPAA] Representation Agreement includes a provision stating that if the "Claimant" (MPAA's counterparty) has filed a joint claim, MPAA is authorized to represent all joint claimants to that joint claim. [citations omitted]. Each Representation Agreement also includes a provision stating that the Claimant is the duly authorized representative of all joint claims submitted by the Claimant, and that the Claimant is authorized by all joint claimants to execute the Representation Agreement on their behalf.

* * *

The Judges find this evidence sufficient to establish that MPAA is duly authorized to represent the joint claimants covered by these Representation Agreements. Further evidence of representation, such as the contracts between the MPAA-represented program suppliers and the underlying claimants, is unnecessary in the absence of any evidence calling into question the authority of MPAA or the joint claimants that it represents—*e.g.*, a disavowal of representation by an underlying claimant or evidence that the claimant is represented by another party. IPG has offered no such evidence with respect to the 615 claims that it seeks to challenge. Therefore, the challenge, even if IPG had raised it properly, would have been rejected.

Docket no. 2000-8 CRB CD 2000-2003 (Phase II), Final Distribution Order, 78 Fed. Reg. 64984, at 64988 (Oct. 30, 2013).

authority by the purported copyright owner, and it is therefore impossible to "ascertain all of the essential terms of the alleged original agreement", if any such agreement even existed.

With all due respect to the Judges, the determination that all claims would stand in the absence of evidence calling into question the authority of the agent, is diametrically opposed to the March 21, 2013 Order issued by the Judges in the same proceeding only three months prior, and those decisions cannot be reconciled. Therein, scores of IPG claims were dismissed in the absence of any affirmative evidence “calling into question the authority” of IPG. With few exceptions in which the “termination” of contract term were being interpreted by the Judges, the Judges dismissed IPG’s claim for an ostensible *lack* of substantiating documentation, no different than the situation presented to the Judges herein.⁷ Regardless, the appropriate resolution should be one that is consistent with the standards invoked in any court of law, by which a party seeking to make claim as an agent on behalf of another must produce sufficient evidence of the agency and chain-of-title, rather than a rule that insulates a party from scrutiny merely by adding another layer of agency.⁸

For the foregoing reasons, the MPAA’s claims on behalf of 582 claimants represented vis-a-vis an “agent”, and their derivative program claims,⁹ must be dismissed.

⁷ MPAA witness Marsha Kessler confirmed that if IPG had affiliated with the MPAA, it would not have been required to produce copies of its agreements with underlying claimants. CRB Dkt. #344, Tr. at 212 (Kessler) (June 3, 2013).

⁸ The logical extension of the 2000-2003 Final Distribution Order is that if IPG, as an agent of copyright owners, contracted with another entity to act as IPG’s agent in these proceedings, and simply represented in its contract that “IPG is the duly authorized representative of all joint claims submitted by IPG, and that IPG is authorized by all joint claimants to execute the Representation Agreement on their behalf,” then no further scrutiny of IPG’s contractual or program claims could occur.

⁹ Review of the MPAA’s program claims reveals the existence of 43,628 unique program/claimant/years combinations, and of those, 19,527 (44.75%) are being made by agents purporting to act on behalf of an underlying copyright owner. *Id.*

B. MANY MPAA-REPRESENTED CLAIMANTS ARE FALSELY ATTRIBUTED AS THE OWNERS OF COPYRIGHT TO MPAA-CLAIMED PROGRAMMING.

1. THE MPAA'S "CERTIFICATION" PROCESS LENDS ITSELF TO THE MAKING OF FALSE CLAIMS BY MPAA-REPRESENTED AGENTS.

IPG has identified multiple circumstances in which the MPAA has incorrectly attributed a program claim to an MPAA-represented claimant. At the heart of the issue is the MPAA's backward process for "certifying" program claims, which does not ask the purported copyright owner (or even their agent) to initiate identification of their claimed programs, but rather asks the claimant to respond to the MPAA's unilateral identification of attributed programs. Upon notification by the MPAA of which programs the MPAA intends to ascribe to the claimant, the claimant already knows that no other party is being ascribed as the rightful claimant, and that the claimant need only affirm the MPAA's determination in order to receive royalties therefor. Between this process and the MPAA's failure to conduct any due diligence to confirm the claimant's entitlement to program claims, the MPAA has attributed multiple program claims to the wrong claimant.¹⁰

¹⁰ In the most recent 2000-2003 cable proceedings (Phase II), MPAA witness Marsha Kessler testified that the MPAA's identification of the appropriate claimant was based solely on her own "industry knowledge and experience", and that no database exists or was relied upon. CRB Dkt. #345 at 47; #344, Tr. at 167, 171 (Kessler). By all indications, the identical process was followed by the MPAA in connection with all 2000-2009 cable and satellite claims. Irrespective of the implausibility that Ms. Kessler could possibly know the appropriate claimant to tens of thousands of programs, and for which years the claimant is entitled to make claim, such testimony only highlights the lack of due diligence conducted by the MPAA. That is, according to the MPAA, the MPAA's determination of the appropriate claimant for tens of thousands of program/claimant/years combinations rested on the determinations made by a single individual. As demonstrated by the multiple examples in which IPG has identified the MPAA's inaccurate attribution of ownership, the MPAA process is rife with "moral

2. FOREIGN COLLECTION SOCIETIES ARE FALSELY ATTRIBUTED COPYRIGHT OWNERSHIP.

As noted, IPG has identified circumstances in which MPAA-represented entities that are *known* not to be copyright owners (i.e., not a producer, distributor, or owner) have been falsely attributed ownership to MPAA-claimed programming. Two prominent examples immediately came to IPG's attention.

First, the Australian entity known as Audio-Visual Collection Society aka "Screenrights" is best known as the entity responsible for collecting and distributing retransmission royalties and educational institution royalties for the territories of Australia and New Zealand.¹¹ Screenrights is not a producer or distributor, simply a non-profit collection organization. As part of the MPAA's claim, Screenrights has been identified as the entity making claim for 79 claimant/program combinations. Of these, on 31 occasions Screenrights is nevertheless identified as the underlying copyright owner to whom the program is being attributed.¹² *See Exh. 1*, Decl. of R. Galaz; *Exh. 3* (list of claimants/programs).

hazard" that brings each and every program claimed under the MPAA umbrella into issue.

¹¹ The website for such organization appears at www.screenrights.org.

¹² Particular note of Screenrights exists because the MPAA has made claim to the program "The Outdoorsman with Buck McNeely", and attributed it to Screenrights as the underlying copyright owner claimant. In fact, such program is produced and distributed by IPG-represented Timberwolf Productions, of St. Louis, Missouri, and as the attached declaration of Buck McNeely attests, he has no familiarity with nor has ever granted Screenrights any right to collect U.S. retransmission royalties. *See Exh. 4*, Decl. of Timberwolf Productions. Similarly, Screenrights has been attributed as the owner of programming owned by Lawrence Welk Syndication, who also has no familiarity with nor has ever granted Screenrights any right to collect U.S. retransmission royalties. *See Exh. 5*, Decl. of Lawrence Welk Syndication.

Even more significant is the Spanish collection society EGEDA. “EGEDA” is the Entidad de Gestion de Derechos de los Productores Audiovisuales. In 2007 it opened a U.S. office and, as demonstrated by its website, it is also “a non-profit association and collection society.”¹³ Notwithstanding, the MPAA has made claim for 385 program/year combinations in which it has attributed EGEDA as the underlying copyright owner. *See Exh. 1, Decl. of R. Galaz; Exh. 6* (list of programs/years).

IPG is thoroughly familiar with both Screenrights and EGEDA, and has had business dealings with each for well over fifteen years. Neither organization retains copyright ownership to programming, and typically only collect and distribute royalties derived from their own territories.¹⁴ Screenrights and EGEDA cannot logically be attributed as copyright owners and, as noted, the very fact that there has been no production of any agreements between such entities and the copyright owners they purportedly represent makes it impossible for IPG (or the MPAA) to substantiate their agency authority. *See Exh. 1, Decl. of R. Galaz.*

On such basis, the MPAA’s claims on behalf of Screenrights and EGEDA must be dismissed, as they are either a non-owner of copyright, or an agent for which no substantiating documentation has been provided.

¹³ The website for such organization appears at www.egeda.es, however its U.S. office maintains its own website at www.egeda-us.com.

¹⁴ Appropos of the foregoing, in the 2000-2003 cable proceedings, the MPAA attempted to claim entitlement to the programming of BBC Worldwide. As the proceedings eventually unfolded, it was discovered that such claim relied on the representation of the Netherlands company “Fintage House”, who purported to control the catalogue of EGEDA, who purported to control the catalogue of BBC Worldwide. Desirous of clarifying that such was not the case, BBC Worldwide filed a notice with the Judges on May 21, 2013. *Exh. 7, Dkt. #320*, attached hereto.

3. U.S. BROADCASTERS AND FOREIGN DISTRIBUTORS ARE FALSELY ATTRIBUTED COPYRIGHT OWNERSHIP.

IPG has identified several instances in which the MPAA has attributed a represented network broadcaster with ownership of programming, apparently because the programming appeared on the broadcast network, and for no other reason. For example, IPG represents the Academy of Television Arts and Sciences, the owner and producer of the Emmy Awards. Notwithstanding, the MPAA has incorrectly attributed four different MPAA-represented parties with ownership of the Emmy Awards, for four different years: the broadcasting arms of ABC, CBS, NBC for 2000-2002, and the foreign distributor of the Emmy Awards, “Content Film International”, for 2009.¹⁵ For the Daytime Emmy Awards, produced and owned by the National Academy of Television Arts and Sciences, the MPAA has similarly attributed ownership to ABC, but only for 2000, *again* not a copyright owner that retained claim entitlement.

Such broadcaster entities are further attributed ownership of such unrelated programs as “Singsation!” (Willie Wilson Productions, Inc.; never broadcast on a network in 25 years);¹⁶ “AFI Life Achievement Award: A Tribute to Barbra Streisand” (American Film Institute, Inc.);¹⁷ “Dragon Ball Z” (Funimation Productions Ltd.);¹⁸

¹⁵ See **Exh. 8**, Decl. of Academy of Television Arts and Sciences and copyright registrations for the “Emmy Awards” broadcasts of 2000, 2001, 2002, and 2009.

¹⁶ See **Exh. 10**, Decl. of Willie Wilson Productions. (Note, Exhibit 9 was intentionally omitted.)

¹⁷ See **Exh. 11** (American Film Institute, Inc. copyright registration).

¹⁸ See **Exh. 12** (Funimation Productions, Ltd. copyright registration).

“Main Floor” (Mark Anthony Entertainment);¹⁹ “Beast Wars” (Mainframe Entertainment);²⁰ “Late Show with David Letterman”, “Late, Late Show with Craig Kilborn”, and “Late, Late Show with Craig Ferguson” (Worldwide Pants, Inc.);²¹ “Martha Stewart Living” (Martha Stewart Living Omnimedia, Inc.);²² “Yesterday’s Children” (Cosgrove-Meurer Productions);²³ “Game for Anything: the Strength of Women” (Freewheelin’ Films);²⁴ “TV Guide Awards” (TV Guide, Inc.); and scores more. In many circumstances, the attributed program was not even broadcast on a network, yet a network broadcaster is attributed ownership. For the foregoing programs, the MPAA has falsely attributed copyright ownership to several broadcaster entities, including American Broadcasting Companies, Inc., ABC Family Worldwide, Inc., CBS Broadcasting Inc., Fox Entertainment Group, Inc., NBC Universal, Inc., and Content International.²⁵ *See Exh. 1*, Decl. of R. Galaz.

Given the breadth of instances in which IPG can affirmatively establish that the MPAA has incorrectly attributed ownership of programs to network broadcasters (and foreign distributors), many with no connection to the production or distribution of the program in issue, little credence can be given to the other program claims that have been

¹⁹ *See Exh. 13*, Decl. of Mark Anthony Entertainment.

²⁰ *See Exh. 14* (Mainframe Entertainment copyright registration).

²¹ *See Exh. 15* (Worldwide Pants, Inc. copyright registrations).

²² *See Exh. 16* (Martha Stewart Living Omnimedia copyright registration).

²³ *See Exh. 17*, Decl. of Cosgrove Meurer Productions.

²⁴ *See Exh. 18*, Decl. of Freewheelin’ Films.

²⁵ Among other works, the MPAA has attributed Content International with ownership of the public domain work “It’s a Wonderful Life”. *See Exh. 1*, Decl. of R. Galaz.

attributed to such broadcast entities. For such reason, the MPAA's program claims on behalf of such entities, including but not limited to programs attributed to American Broadcasting Companies, Inc., ABC Family Worldwide, Inc., CBS Broadcasting Inc., Fox Entertainment Group, Inc., NBC Universal, Inc., Content International, should be dismissed. At best, the MPAA has attributed ownership without conducting due diligence regarding the accuracy of such attribution. At worst, such attribution, and confirmation of such program attribution, is fraudulent. Regardless either circumstance warrants the dismissal of all program claims accorded to such entities in these proceedings, as either unreliable or fraudulent.

4. FORMER DISTRIBUTORS OF PROGRAMMING ARE FALSELY ATTRIBUTED COPYRIGHT OWNERSHIP.

IPG has discovered other circumstances in which the MPAA has attributed a former distributor of a program with perpetual entitlement. For example, in the 2000-2003 cable proceedings (Phase II), IPG witness Tom Moyer discovered that the MPAA was attributing Litton Syndications with ownership of the program "Critter Gitters". In response, Mr. Moyer filed a notice with the Judges, explaining that Watercourse Road Productions was the owner and distributor of the program, and that MPAA claimant Litton Syndications' only connection with the work was that Litton Syndications distributed the program during the 1996-1997 broadcast season. **Exh. 19**, CRB Dkt. #341, attached hereto. In fact, in Litton Syndications' contract with IPG, dated May 29, 1998, Litton even limited its claim to "Critter Gitters" to the period "until 6/15/99". *See Exh. 20* at p.4; **Exh. 1**, Decl. of R. Galaz. Notwithstanding, for 2000-2009 calendar

years, the MPAA has *still* attributed Litton Syndications with the program claim to “Critter Gitters”, despite its known lack of involvement.

For such reason, the MPAA’s program claims on behalf of Litton Syndications, Inc., should be dismissed, as they are either unreliable, or fraudulent.

5. PARTIES PROVIDING PRODUCTION SERVICES AS EMPLOYEES FOR HIRE ARE FALSELY ATTRIBUTED COPYRIGHT OWNERSHIP.

IPG has discovered other circumstances in which the MPAA has attributed retransmission royalties to an entity that had merely rendered production services on a program (Hawthorne Communications), as an employee for hire. *See Exh. 21*, Decl. of Global Response LLC. Retransmission royalties are only to be distributed to copyright owners or their agents, and an employee for hire qualifies as neither.

For such reason, the MPAA’s program claims on behalf of Hawthorne Communications, should be dismissed, as they are either unreliable, or fraudulent.

6. PARTIES WITH ABSOLUTELY NO CONNECTION TO A PROGRAM’S PRODUCTION, DISTRIBUTION, OR OWNERSHIP, ARE FALSELY ATTRIBUTED COPYRIGHT OWNERSHIP.

In certain circumstances, IPG has discovered that the entity being attributed copyright ownership by the MPAA has had absolutely no involvement with the program in question. For example the competing claimant for one program that was produced, distributed, and owned by IWV Media Group LLC, was subject to a conflicting claim by MPAA-represented Transworld International Inc. Not only did such entity have no association with IWV Media’s program, IWV Media recalled that it had previously served a “cease and desist” letter upon Transworld International Inc. when such entity

sought to distribute IWV Media's programming online. *See Exh. 22*, Decl. of IWV Media Group LLC. Comparably, IPG-represented claimant Questar, Inc. has no familiarity with an entity named DTG Communications, whose sole claim is vis-à-vis a foreign agent. *See Exh. 23*, Decl. of Questar, Inc.

For such reason, the MPAA's program claims on behalf of Transworld International Inc. should be dismissed, as they are either unreliable, or fraudulent.

7. THE MPAA HAS MADE CLAIM TO SEVERAL IPG-CLAIMED PROGRAMS, AND ATTRIBUTED COPYRIGHT OWNERSHIP TO UNSUBSTANTIATED AGENTS AND OTHER PARTIES ON WHOM NO DUE DILIGENCE HAS BEEN CONDUCTED.

There are 98 IPG-represented claimants for whom one or more of their claimed programs are also claimed by the MPAA, comprising 1,872 program/year combinations. Of the foregoing, 761 program/year combinations are being attributed by the MPAA to copyright owner claimants with whom the MPAA has never even communicated. In the remainder of conflicting claims, the entity attributed as the underlying copyright owner has been attributed ownership without any apparent due diligence, e.g., collection societies, broadcasters, foreign distributors, former distributors, employees for hire that merely rendered production services, and parties with absolutely no connection to the subject programs.

IPG has struggled with how to convey the full extent of such conflicting claims to the Judges. IPG has already secured titles lists from its represented claimants, attesting to the programs to which such claimants make claim, and the years therefor.²⁶ The MPAA

²⁶ IPG's process first involved identifying the program titles for each and every broadcast appearing within IPG's database of 150 random-sampled, cable-retransmitted stations for 2004-2009, and IPG's database of 1999-2009 satellite-retransmitted stations

has obtained only the assertions of an unverified agent, without any anecdotal evidence of authority. Absent the possibility of IPG obtaining scores of declarations attesting to the invalid nature of each conflicting claim, no further evidence could be provided other than exemplary declarations of claimants and copyright registrations (where available). *See Exh. 1, Decl. of R. Galaz.*

In sum, IPG has vetted ownership issues directly with copyright owners. The MPAA has not. On such basic grounds, all such *conflicting* claims between IPG and the MPAA should be accorded to IPG, and the corresponding MPAA claims dismissed.

8. IPG HAS FIRSHTHAND FAMILIARITY WITH FALSE CLAIMS BEING ASSERTED BY FINTAGE PUBLISHING AND COLLECTION, B.V.

In other circumstances, IPG has firsthand familiarity with false claims or terminated claims being asserted by an MPAA-represented claimant.

“The Bold and the Beautiful”. For example, the MPAA has attributed royalty entitlement to the U.S. soap opera “The Bold and the Beautiful” to Fintage Publishing and Collection, B.V., a Netherlands entity, for calendar years 2000 through 2009. For 2000 through 2007, Fintage Publishing is attributed the program claim as the ostensible agent of U.S. producer Bell-Phillip Television. For 2008-2009, attribution to Fintage House is as the actual copyright owner of the work. IPG is firsthand familiar with the fact that Fintage Publishing is a collection agent. IPG is firsthand familiar with the fact

comprising over 99% of the distant satellite subscribers, a list of 64,000 titles. Each IPG-represented claimant was then required to either provide a list of the programs identified on the 64,000 list of retransmitted programming, or independently provide a list of all programming for which it retained copyright and was making claim, in order that IPG could determine which programs had been distantly retransmitted. *See Exh. 1, Decl. of R. Galaz.*

that Bell-Phillip Television is the owner of “The Bold and the Beautiful” programming, and hundreds of U.S. copyright registrations confirm the same. *See Exh. 1*, Decl. of R. Galaz.

As an initial matter, according to the MPAA’s response to the Judges’ request for submission of a more particular statement of claims (Nov. 1, 2013), neither Fintage Publishing nor Bell-Phillip Television appear on the MPAA’s Petitions to Participate for 2000 and 2001. As such, no basis exists for awarding any royalties for *any* programming attributed to Fintage Publishing or Bell-Phillip Television for 2000 and 2001. Moreover, no agreement between Bell-Phillip Television and Fintage Publishing, was produced in order to establish an agency relationship for 2002-2007 retransmission royalties, nor does any document exist to suggest that copyright ownership was transferred to Fintage Publishing for 2008-2009. Such facts warrant dismissal of all MPAA program claims attributed to Fintage Publishing and Bell-Phillip Television for 2000-2001, and any claims to “The Bold and the Beautiful” during any timeframe. *See Exh. 1*, Decl. of R. Galaz

Televisa, S.A., and TV Azteca, S.A. Similarly, several years ago IPG and Fintage Publishing partnered in order to represent the claims of several Spanish-language producers, including Televisa S.A. (and related entities), and TV Azteca S.A., the major Mexican national networks *See Exhs. 24 and 25*. However, shortly thereafter, such producers terminated their agency with the IPG/Fintage joint venture. Notwithstanding, the MPAA has identified such Spanish language producers as the copyright owners of several MPAA-claimed programs, purportedly represented vis-à-vis agency through Fintage Publishing, even though any claims by Fintage pursuant to the terminated

agreement with the IPG/Fintage joint venture cannot be legitimately made. *See Exh. 1, Decl. of R. Galaz.*

EGEDA-claimed copyright owners. During the existence of the IPG/Fintage joint venture, an agreement was also entered into in order for such joint venture to represent the interests of EGEDA (see *supra*).²⁷ Pursuant to such agreement, EGEDA identified the underlying copyright owners to which it claimed to be authorized to represent, but provided neither IPG nor Fintage with any of the agency agreements between EGEDA and such copyright owners. IPG has observed that most of the entities EGEDA claimed to represent, e.g., Video Mercury Films, S.A., Video Universal, S.A., Venevision Internacional, Telefe (Television Federal Internacional, S.A.), Producciones Potosi, S.A., Polygram Iberica, S.A., now appear in the MPAA's list of claimed programming as parties to whom the MPAA has attributed copyright ownership, and in each instance the representation is asserted to be vis-à-vis Fintage Publishing. *See Exh. 1, Decl. of R. Galaz.*

In all, IPG has identified 38 spanish language producers that Fintage purports to represent that appeared on EGEDA's list of represented producers. By all appearances, Fintage Publishing has not actually entered into an agreement with any of these entities, but is claiming them through EGEDA. No different than Fintage's false claim to BBC Worldwide programming through its supposed agreement with EGEDA (**Exh. 7, *supra***), Fintage appears to be claiming the programming attributable to 38 copyright owners, for 627 separate programs, all without substantiation. That is, the agreements between the purported copyright owners and EGEDA have not been produced, or the agreement

²⁷ As part of a 2002 settlement of claims between IPG and Fintage, IPG agreed that it would make no claim on behalf of EGEDA, in any territory.

between EGEDA and Fintage, all of which tie back to the basis of the MPAA's claim to represent 38 copyright owners with 627 program claims. *See Exh. 1*, Decl. of R. Galaz; **Exh. 26**.

As the foregoing establishes, the claims of Fintage Publishing are unreliable and unsubstantiated, and on such ground should be dismissed in their entirety.

C. THE VALUE OF THE MPAA'S EVENTUAL CLAIM MUST BE SUBSTANTIALLY REDUCED IN ORDER TO ACCOUNT FOR THE MPAA'S CHRONIC MISATTRIBUTION OF PROGRAM CLAIMS.

Greater difficulty exists as to how to equitably deal with the fact that the MPAA's process of program claim verification has displayed a remarkable lack of due diligence prior to asserting a represented party's entitlement. IPG has been able to discern scores of incorrectly attributed program claims, but largely due to IPG's ability to obtain information directly from IPG-represented claimants that are the producers, distributors, and owners of such programs. The more general problem, however, one that is only partially highlighted by the evidence presented herein, is the MPAA's incorrect attribution of program entitlement in all other circumstances, i.e., where IPG has not presented a conflicting program claim.

No doubt there are appropriate program claims being made by the MPAA on behalf of appropriate claimants. No doubt there are circumstances in which good faith disagreements exist between IPG-represented claimants and MPAA-represented claimants as to who is the appropriate claimant of the subject retransmission royalties. However, IPG has uncovered so many circumstances in which the MPAA's attribution of entitlement is so remarkably failing, where attribution of a program claim has been given

for reasons that are *prima facie* spurious (e.g., attribution to the broadcaster) or even fraudulent (e.g., Litton Syndications), that all of the MPAA's program claims must be questioned.

IPG has no simple solution, nor is IPG certain that such issue is appropriately raised in the context of a preliminary hearing, as opposed to a suggested reduction in the value of any claim asserted by the MPAA as part of the final evidentiary hearing. Nevertheless, some action is required by the Judges such that the MPAA will be sufficiently encouraged to engage in reasonable methods of due diligence, and sufficiently discouraged from blithely accepting program "Certifications" listing titles that have been compiled by the MPAA as opposed to the claimants themselves. The dismissal of program claims that are demonstrated to be either unreliable or fraudulent is a partial solution, but far from a solution to a chronic problem that rewards represented claimants for being complicit in the submission of false claims.

To this end, IPG will accept the direction of the Judges, but advocates some substantial reduction in the eventual claimed value of the MPAA for the processes it has followed that result in the evident misattribution of program claims.

#

CONCLUSION

For the reasons set forth above, the claimant and program claims that remain unsubstantiated by the MPAA should be dismissed.

Dated: October 14, 2014



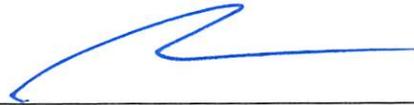
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Group

CERTIFICATE OF SERVICE

I hereby certify that on this 14 day of October, 2014, a copy of the foregoing was sent by electronic mail and regular mail to the parties listed on the attached Service List.



Brian D. Boydston, Esq.

MPAA-REPRESENTED PROGRAM SUPPLIERS:

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1818 N Street, N.W., 8th Floor
Washington, D.C. 20036

EXHIBIT 1

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

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

Docket No. 2012-7 CRB SD 1999-
2009 (Phase 2)

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 RAUL GALAZ

I, Raul Galaz, 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. The electronic files produced by the MPAA in this case initially reveals approximately 1,500 unique MPAA-represented claimants making program claims for the years 2000 through 2009. However, after such list is winnowed down to account for name variation issues, many fewer claimants exist, approximately 665. For 582 of those claimants, for one or more years the MPAA has asserted claims vis-a-vis an “agent” that

has contracted with the MPAA, as opposed to contracting directly with the purported copyright owner. Such claimants are identified at **Exh. 2** to IPG's Rebuttal Statement. Because those particular entities identified as an underlying copyright owner are sometimes represented by more than one agent from 2000-2009, there are many more than 582 instances in which the MPAA has failed to produce any agreement or correspondence "unambiguously manifesting" the principal/agent relationship.

3. Notably, no evidence has been produced reflecting that any MPAA-represented agent (i) actually represents the underlying copyright owner, or (ii) that the underlying copyright owner has affirmed ownership of the programs being attributed to them, or (iii) that the underlying copyright owner has any knowledge that the MPAA is making claim in their name. Not one agreement or item of correspondence exists, despite IPG's request for such documents in discovery. In several circumstances, parties who are known to be exclusively agents have not even identified the underlying copyright owner on whose behalf the program claim is ostensibly being made, yet are themselves attributed as the copyright owner by the MPAA.

4. The MPAA and its represented agents have produced no evidence, at all, demonstrating a grant of authority by 582 purported copyright owners. The MPAA only produced copies of the agreements between the MPAA and its represented agents, without production of agreements or correspondence between such agents and the purported copyright owner. Review of the MPAA's program claims reveals the existence of 43,628 unique program/claimant/years combinations, and of those, 19,527 (44.75%) are being made by agents purporting to act on behalf of an underlying copyright owner.

5. The Australian entity known as Audio-Visual Collection Society aka “Screenrights” is best known as the entity responsible for collecting and distributing retransmission royalties and educational institution royalties for the territories of Australia and New Zealand. Screenrights is not a producer or distributor, simply a non-profit collection organization. As part of the MPAA’s claim, Screenrights has been identified as the entity making claim for 79 program/claimant combinations. Of these, on 31 occasions Screenrights is nevertheless identified as the underlying copyright owner to whom the program is being attributed. Such program/claimant combinations are identified at **Exh. 3** to IPG’s Rebuttal Statement.

6. Even more significant is the Spanish collection society EGEDA. “EGEDA” is the Entidad de Gestion de Derechos de los Productores Audiovisuales. In 2007 it opened a U.S. office and, as demonstrated by its website, it is also “a non-profit association and collection society.” Notwithstanding, the MPAA has made claim for 385 program/year combinations in which it has attributed EGEDA as the underlying copyright owner. Such program/year combinations are identified at **Exh. 6** to IPG’s Rebuttal Statement.

7. IPG is thoroughly familiar with both Screenrights and EGEDA, and has had business dealings with each for well over fifteen years. Neither organization retains copyright ownership to programming, and typically only collect and distribute royalties derived from their own territories. Screenrights and EGEDA cannot logically be attributed as copyright owners and, as noted, the very fact that there has been no production of any agreements between such entities and the copyright owners they

purportedly represent makes it impossible for IPG (or the MPAA) to substantiate their agency authority.

8. IPG has identified several instances in which the MPAA has attributed a represented network broadcaster with ownership of programming, apparently because the programming appeared on the broadcast network, and for no other reason. For example, IPG represents the Academy of Television Arts and Sciences, the owner and producer of the Emmy Awards. Notwithstanding, the MPAA has incorrectly attributed four different MPAA-represented parties with ownership of the Emmy Awards, for four different years: the broadcasting arms of ABC, CBS, NBC for 2000-2002, and the foreign distributor of the Emmy Awards, "Content Film International", for 2009. For the Daytime Emmy Awards, produced and owned by the National Academy of Television Arts and Sciences, the MPAA has similarly attributed ownership to ABC, but only for 2000, *again* not a copyright owner that retained claim entitlement.

9. Such broadcaster entities are further attributed ownership of such unrelated programs as "Singsation!" (Willie Wilson Productions, Inc.; never broadcast on a network in 25 years); "AFI Life Achievement Award: A Tribute to Barbra Streisand" (American Film Institute, Inc.); "Dragon Ball Z" (Funimation Productions Ltd.); "Main Floor" (Mark Anthony Entertainment); "Beast Wars" (Mainframe Entertainment); "Late Show with David Letterman", "Late, Late Show with Craig Kilborn", and "Late, Late Show with Craig Ferguson" (Worldwide Pants, Inc.); "Martha Stewart Living" (Martha Stewart Living Omnimedia, Inc.); "Yesterday's Children" (Cosgrove-Meurer Productions); "TV Guide Awards" (TV Guide, Inc.); and scores more. In many circumstances, the attributed program was not even broadcast on a network, yet a

network broadcaster is attributed ownership. For the foregoing programs, the MPAA has falsely attributed copyright ownership to several broadcaster entities, including American Broadcasting Companies, Inc., ABC Family Worldwide, Inc., CBS Broadcasting Inc., Fox Entertainment Group, Inc., NBC Universal, Inc., and Content International. Among other works, the MPAA has attributed Content International with ownership of the public domain work "It's a Wonderful Life".

10. IPG has discovered other circumstances in which the MPAA has attributed a former distributor of a program with perpetual entitlement. In Litton Syndications' contract with IPG, dated May 29, 1998, Litton limited its claim to "Critter Gitters" to the period "until 6/15/99". Notwithstanding, for 2000-2009 calendar years, the MPAA has still attributed Litton Syndications with the program claim to "Critter Gitters", despite its known lack of involvement.

11. There are 98 IPG-represented claimants for whom one or more of their claimed programs are also claimed by the MPAA, comprising 1,872 program/year combinations. Of the foregoing, 761 program/year combinations are being attributed by the MPAA to copyright owner claimants with whom the MPAA has never even communicated. In the remainder of conflicting claims, the entity attributed as the underlying copyright owner has been attributed ownership without any apparent due diligence, e.g., collection societies, broadcasters, foreign distributors, former distributors, employees for hire that merely rendered production services, and parties with absolutely no connection to the subject programs.

12. IPG has already secured titles lists from its represented claimants, attesting to the programs to which such claimants make claim, and the years therefor. IPG's

process first involved identifying the program titles for each and every broadcast appearing within IPG's database of 150 random-sampled, cable-retransmitted stations for 2004-2009, and IPG's database of 1999-2009 satellite-retransmitted stations comprising over 99% of the distant satellite subscribers, a list of 64,000 titles. Each IPG-represented claimant was then required to either provide a list of the programs identified on the 64,000 list of retransmitted programming, or independently provide a list of all programming for which it retained copyright and was making claim, in order that IPG could determine which programs had been distantly retransmitted.

13. By contrast, the MPAA has obtained the assertions of an unverified agent, without any anecdotal evidence of authority. Absent the possibility of IPG obtaining scores of declarations attesting to the invalid nature of each conflicting claim, no further evidence could be provided other than exemplary declarations of claimants and copyright registrations (where available).

14. The MPAA has attributed royalty entitlement to the U.S. soap opera "The Bold and the Beautiful" to Fintage Publishing and Collection, B.V., a Netherlands entity, for calendar years 2000 through 2009. For 2000 through 2007, Fintage Publishing is attributed the program claim as the ostensible agent of U.S. producer Bell-Phillip Television. For 2008-2009, attribution to Fintage House is as the actual copyright owner of the work. IPG is firsthand familiar with the fact that Fintage Publishing is a collection agent. IPG is firsthand familiar with the fact that Bell-Phillip Television is the owner of "The Bold and the Beautiful" programming, and hundreds of U.S. copyright registrations confirm the same.

15. According to the MPAA's response to the Judges' request for submission of a more particular statement of claims (Nov. 1, 2013), neither Fintage Publishing nor Bell-Phillip Television appear on the MPAA's Petitions to Participate for 2000 and 2001. No agreement between Bell-Phillip Television and Fintage Publishing was produced in order to establish an agency relationship for 2002-2007 retransmission royalties, nor does any document exist to suggest that copyright ownership was transferred to Fintage Publishing for 2008-2009.

16. Several years ago, IPG and Fintage Publishing partnered in order to represent the claims of several Spanish-language producers, including Televisa S.A. (and related entities), and TV Azteca S.A., the major Mexican national networks. However, shortly thereafter, such producers terminated their agency with the IPG/Fintage joint venture. Notwithstanding, the MPAA has identified such Spanish language producers as the copyright owners of several MPAA-claimed programs, purportedly represented vis-à-vis agency through Fintage Publishing, even though any claims by Fintage pursuant to the terminated agreement with the IPG/Fintage joint venture cannot be legitimately made.

17. During the existence of the IPG/Fintage joint venture, an agreement was also entered into in order for such joint venture to represent the interests of EGEDA (see supra). Pursuant to such agreement, EGEDA identified the underlying copyright owners to which it claimed to be authorized to represent, but provided neither IPG nor Fintage with any of the agency agreements between EGEDA and such copyright owners. As part of a 2002 settlement of claims between IPG and Fintage, IPG agreed that it would make no claim on behalf of EGEDA, in any territory. IPG has observed that most of the entities EGEDA claimed to represent, e.g., Video Mercury Films, S.A., Video Universal,

S.A., Venevision Internacional, Telefe (Television Federal Internacional, S.A.),
Producciones Potosi, S.A., Polygram Iberica, S.A., now appear in the MPAA's list of
claimed programming as parties to whom the MPAA has attributed copyright ownership,
and in each instance the representation is asserted to be vis-à-vis Fintage Publishing.

18. IPG has identified 38 spanish language producers that Fintage Publishing
purports to represent that appeared on EGEDA's list of represented producers, which
copyright owners purportedly 627 separate programs. The agreements between the
purported copyright owners and EGEDA have not been produced, or the agreement
between EGEDA and Fintage. Such claimants are identified at **Exh. 26** to IPG's Rebuttal
Statement.

DATED: October B, 2014

By:  _____

Printed Name: RAUL GALAZ

Programs claimed by EGEDA as copyright owner

352	EGEDA	NOCHES DE CABARET (1978)	2007
353	EGEDA	NUNCA ES TARDE PARA AMAR (1953)	2007
354	EGEDA	OPERACIÓN 67 (1967)	2007
355	EGEDA	PECADOS AJENOS	2007
356	EGEDA	PECATA MINUTA (1999)	2007
357	EGEDA	PICARDÍA MEXICANA (1978)	2007
358	EGEDA	PICARDÍA MEXICANA II (1980)	2007
359	EGEDA	PRISIONERA	2007
360	EGEDA	PRISIONERO EN LA CIUDAD (1969)	2007
361	EGEDA	PROPHECY OF THE ALHAMBRA (2003)	2007
362	EGEDA	PURA SANGRE	2007
363	EGEDA	REVENTA DE ESCLAVAS (1953)	2007
364	EGEDA	ROCÍO DE LA MANCHA (1962)	2007
365	EGEDA	ROSAS BLANCAS PARA MI HERMANA NEGRA (1969)	2007
366	EGEDA	SABOR LATINO (1996)	2007
367	EGEDA	SANTO FRENTE A LA MUERTE (1972)	2007
368	EGEDA	SECRETO PROFESIONAL (1955)	2007
369	EGEDA	SEGURO Y URGENTE	2007
370	EGEDA	SIN DEJAR HUELLA (2000)	2007
371	EGEDA	SIN VERGUENZA	2007
372	EGEDA	TERCIO DE QUITES (1951)	2007
373	EGEDA	TESORO DE MOCTEZUMA (1966)	2007
374	EGEDA	UN CORAZÓN BURLADO (1945)	2007
375	EGEDA	UN EXTRAÑO EN LA ESCALERA (1955)	2007
376	EGEDA	UNA MOVIDA CHUECA (1956)	2007
377	EGEDA	VERANO ARDIENTE (1970)	2007
378	EGEDA	VICTORIA	2007
379	EGEDA	VIUDA DE BLANCO	2007
380	EGEDA	VUELVE EL NORTEÑO (1964)	2007
381	EGEDA	YO SOY TU PADRE (1948)	2007
382	EGEDA	ZIPI ZAPE	2007
383	EGEDA	ÆNGEL DEL SILENCIO (1979)	2007
384	EGEDA	ÚLTIMA LUCHA	2007
385	EGEDA	POCAHONTAS 2 (1998)	2007

EXHIBIT 2

MPAA-claimed copyright owners unsubstantiated by documentation

	Owner (Parent/Agent)
1	1ST MIRACLE PRODUCTIONS INC (COMPACT)
2	3DD ENTERTAINMENT LIMITED (COMPACT COLLECTIONS LTD)
3	48 STRAIGHT LLC (HAMMERMAN)
4	AB DOLLY, LLC (HAMMERMAN)
5	AB RAIL FITNESS, LLC (HAMMERMAN)
6	ACI COMMUNICATIONS INC (FREMANTLEMEDIA NA)
7	ACKERMAN MCQUEEN, INC. (GOODMAN)
8	ADVENTURE PICTURES LTD
9	ALAMEDA FILMS, S.A. (FINTAGE PUBLISHING & COLLECTION BV)
10	ALCHEMY TELEVISION GROUP (COMPACT COLLECTIONS LTD)
11	ALDEBARAN FILMS, S.L. (FINTAGE PUBLISHING & COLLECTION BV)
12	ALFRED HABER INC. (IFTA)
13	ALIANZA CINEMATOGRAFICA (FINTAGE PUBLISHING & COLLECTION BV)
14	ALL3MEDIA INTERNATIONAL LTD (COMPACT COLLECTIONS LTD)
15	ALLEGRO PICTURES LTD (COMPACT COLLECTIONS, LTD.)
16	ALLIANCE ATLANTIS COMMUNICATIONS, INC. (IFTA)
17	ALLIED COMMUNICATIONS INC. (FREMANTLEMEDIA NA)
18	ALLIED FILM PRODUCTIONS LTD. (COMPACT)
19	ALLSTAR MARKETING, LLC (GOODMAN)
20	AMAZING GOODS LLC (GOODMAN GROUP)
21	AMBERWOOD ENTERTAINMENT (OLE MEDIA MANAGEMENT LP)
22	AMDEN CORPORATION (GOODMAN)
23	AMERICA PRODUCCIONES, S.A. (FINTAGE PUBLISHING & COLLECTION BV)
24	AMERICAN CINEMA INTERNATIONAL (IFTA)
25	AMERICAN HEALTH & FITNESS LLC (HAMMERMAN)
26	AMERICAN LATINO TV, LLC
27	American Le Mans Series (HAMMERMAN)
28	AMERICAN MARKETING SYSTEM, INC. (GOODMAN)
29	ANN II, INC. (GOODMAN)
30	ANTENA 3 TELEVISION, S.A. (FINTAGE PUBLISHING & COLLECTION BV)
31	APOLLO MEDIA FILMANAGEMENT GMBH
32	ARAMA ENTERTAINMENT
33	ARTISAN ENTERTAINMENT (IFTA)
34	ARTIST & IDEA MANAGEMENT LTD (HAMMERMAN)
35	ARTIST VIEW ENTERTAINMENT
36	ASSOCIATED TELEVISION INTERNATIONAL (COMPACT COLLECTIONS, LTD.)
37	ASSOCIATED TELEVISION INTERNATIONAL (IFTA)
38	ATLANTIC FILMS (FINTAGE PUBLISHING & COLLECTION BV)
39	AUGUST ENTERTAINMENT (FINTAGE PUBLISHING & COLLECTION BV)
40	AUGUSTA NATIONAL GOLF CLUB (HOCHBERG)
41	AUSSIE NADS US CORP. (GOODMAN)
42	AUSTRALIAN BROADCASTING CORPORATION (AVCS)
43	AUSTRALIAN CHILDREN'S TELEVISION FOUNDATION (AVCS)
44	AUSTRALIAN FILM COMMISSION (AVCS)
45	AUSTRALIAN INTERNATIONAL PICTURES
46	AV PICTURES LTD

MPAA-claimed copyright owners unsubstantiated by documentation

47	AVALON FILMS CORPORATION (AVCS)
48	AVP Pro Beach Volleyball Tour, Inc. (HAMMERMAN)
49	B.R.B. INTERNACIONAL, S.A. (FINTAGE PUBLISHING & COLLECTION BV)
50	BANJO BUDDIES INC.
51	BANKSIA PRODUCTIONS PTY LTD (AVCS)
52	BARRON ENTERTAINMENT LTD (AVCS)
53	BAYSIDE PICTURES PTY LTD (AVCS)
54	BBC WORLDWIDE AMERICAS, INC.
55	BBL DISTRIBUTION, INC.
56	BEACON COMMUNICATIONS LLC
57	BELL-PHILLIP/BBL DISTRIBUTION, INC. (FINTAGE PUBLISHING & COLLECTION BV)
58	BEND IT LIKE BECKHAM PRODUCTIONS LTD
59	BENNETT PRODUCTIONS INC (IFTA)
60	BEST DIRECT INTERNATIONAL, INC. (GOODMAN)
61	BETTER GRADES SEMINARS LLC (HAMMERMAN)
62	BEYOND INTERNATIONAL (FINTAGE PUBLISHING & COLLECTION BV)
63	BIG BEAR LICENSING (IFTA)
64	BIG LEAGUE GOLF INC (HAMMERMAN)
65	BIG TICKET TELEVISION INC (PARAMOUNT PICTURES, A VIACOM COMPANY)
66	BLEIBERG ENTERTAINMENT (IFTA)
67	BLITZ MEDIA, INC. (GOODMAN)
68	BLUE STUFF, INC. (GOODMAN)
69	BODY BY JAKE ENTERPRISES, LLC (GOODMAN)
70	BOSLEY (GOODMAN)
71	BREAKTHROUGH ENTERTAINMENT INC (COMPACT COLLECTIONS, LTD.)
72	BROADCAST MEDIA;SCREEN MEDIA VENTURES LLC
73	BUCKHEAD MARKETING & DISTRIBUTION (GOODMAN)
74	BURBANK ANIMATION STUDIOS PTY LTD (COMPACT)
75	CAKE ENTERTAINMENT LTD (COMPACT COLLECTIONS LTD)
76	CALIFON PRODUCTIONS, INC. (COLUMBIA PICTURES TELEVISION, INC.)
77	CANNELLA RESPONSE TELEVISION (GOODMAN)
78	CANWEST GLOBAL BROADCASTING (CBC)
79	CAPELLA INTERNATIONAL INC (IFTA)
80	CAPITAL BRANDS LLC (GOODMAN GROUP)
81	CAPITOL FILMS (COMPACT COLLECTIONS, LTD.)
82	CARLTON AMERICA (COMPACT)
83	CARLTON INTERNATIONAL MEDIA LTD (COMPACT)
84	CAROL REYNOLDS PRODUCTIONS INC. (CBC)
85	CAROLCO PICTURES INC (IFTA)
86	CARR-HUGHES PRODUCTIONS INC (HAMMERMAN)
87	CASTLE HILL PRODUCTIONS (IFTA)
88	CATALYST DISTRIBUTION INC (AVCS)
89	CCE TELEVISION
90	CCI Entertainment (CBC)
91	CCI RELEASING INC (COMPACT COLLECTIONS LTD)

MPAA-claimed copyright owners unsubstantiated by documentation

92	CELADOR PRODUCTIONS LTD
93	CELEBRITY PRODUCTS DIRECT, INC. (GOODMAN)
94	CELLULAR RESEARCH (GOODMAN)
95	CESARI RESPONSE TELEVISION INC (GOODMAN GROUP)
96	CESSO, LLC. (GOODMAN)
97	CHANNEL 4 LEARNING (COMPACT COLLECTIONS, LTD.)
98	CHANNEL 5 INTERNATIONAL (COMPACT)
99	CHANNEL FOUR TELEVISION LTD (COMPACT COLLECTIONS, LTD.)
100	CHRYSALIS FILM & TV (COMPACT)
101	CIMA FILMS, S.A. (FINTAGE PUBLISHING & COLLECTION BV)
102	CINE VISION, S.A. (FINTAGE PUBLISHING & COLLECTION BV)
103	CINEFLIX INTERNATIONAL MEDIA LTD (COMPACT COLLECTIONS, LTD.)
104	CINÉ-GROUPE CORPORATION (CBC)
105	CINEMATOGRAFICA ELI S.A.
106	CINEMATOGRAFICAS ROSARIO (FINTAGE PUBLISHING & COLLECTION BV)
107	CINEMAVALT RELEASING (IFTA)
108	CINEPRODUCCIONES INTERNACIONALES, S.A. DE C.V. (FINTAGE PUBLISHING & COLLECTION BV)
109	CINEQUANON PICTURES INTERNATIONAL INC (COMPACT)
110	CINETAI (FINTAGE PUBLISHING & COLLECTION BV)
111	CINETEL FILMS INC. (IFTA)
112	CINEVEST ENTERTAINMENT GROUP INC. (IFTA)
113	CIRQUE DU SOLEIL (COMPACT COLLECTIONS LTD)
114	CLASSIC MEDIA DISTRIBUTION LIMITED (COMPACT COLLECTIONS LTD)
115	CLEAR CHANNEL ENTERTAINMENT INC (HOCHBERG)
116	CMEDIA SERVICES LLC (GOODMAN GROUP)
117	CNBC, INC. (NBC UNIVERSAL, INC.)
118	COLE MEDIA GROUP (GOODMAN)
119	COMMUNICADO LIMITED (AVCS)
120	COMPANY TELEVISION LIMITED (AGICOA)
121	CONCORDE-NEW HORIZONS CORP (IFTA)
122	CONQUISTADOR ENTERTAINMENT
123	CONSTANTIN FILMVERLEIH GMBH
124	CONTENT FILM INTERNATIONAL LTD (IFTA)
125	CONTENT FILM INTERNATIONAL: FIREWORKS ACQUISITION LIMITED (COMPACT COLLECTIONS, LTD.)
126	COOKIE JAR ENTERTAINMENT INC. (OLE MEDIA MANAGEMENT, LP)
127	CRACKERJACK PRODUCTIONS PTY LTD (COMPACT COLLECTIONS, LTD.)
128	CROMOSOMA SA (EGEDA)
129	CROWN INTERNATIONAL PICTURES INC. (IFTA)
130	CRYSTAL SKY INTERNATIONAL (IFTA)
131	CTV TELEVISION INC. (CBC)
132	CUBE INTERNATIONAL (COMPACT COLLECTIONS LTD)
133	CUMBRE FILMS, S.A. DE C.V. (FINTAGE PUBLISHING & COLLECTION BV)
134	CURB ENTERTAINMENT INTERNATIONAL (IFTA)
135	DANIA FILM SRL (AGICOA)
136	DANIEL ZUTA FILMPRODUKTION

MPAA-claimed copyright owners unsubstantiated by documentation

137	DANMARK, INC. (GOODMAN)
138	DAVID HANNAY PRODUCTIONS PTY LIMITED (COMPACT COLLECTIONS LTD)
139	DEBT CURES LLC (GOODMAN GROUP)
140	DECODE ENTERTAINMENT INC (COMPACT)
141	DENTAL WHITENING CORP. OF AMERICA (GOODMAN)
142	DERMAL TONE, INC. (GOODMAN)
143	DIAFRAGMA FILMS (FINTAGE PUBLISHING & COLLECTION BV)
144	DIAMANTE FILMS S.A. DE CV
145	DIC ENTERTAINMENT CORP. (COOKIE JAR)
146	DIC Entertainment Corp. (OLE MEDIA MANAGEMENT, LP)
147	DIGITAL RIGHTS GROUP: ID DISTRIBUTION LIMITED (COMPACT COLLECTIONS, LTD)
148	DIRECT BUY, LLC (GOODMAN)
149	DIRECT RESOURCE MANAGEMENT, INC. (GOODMAN)
150	DISCOVERY COMMUNICATIONS INC. (HAMMERMAN)
151	DISH DIRECT, INC. (GOODMAN)
152	DISTANT HORIZON LTD. (IFTA)
153	DREAM ENTERTAINMENT, INC. (IFTA)
154	DREAM LLC
155	DREAMWORKS LLC (PARAMOUNT)
156	DTG COMMUNICATIONS INC. (COMPACT)
157	DW STUDIOS (PARAMOUNT PICTURES CORPORATION)
158	DYNAMIC TV MARKETING (GOODMAN)
159	DYNETECH CORPORATION (GOODMAN GROUP)
160	EAGLE ROCK ENTERTAINMENT (COMPACT COLLECTIONS, LTD.)
161	EALING STUDIOS INTERNATIONAL (COMPACT COLLECTIONS LTD)
162	EASTWEST FILMDISTRIBUTION GMBH (COMPACT COLLECTIONS, LTD.)
163	ECHO BRIDGE ENTERTAINMENT (COMPACT COLLECTIONS, LTD.)
164	ECLIPSE TELEVISION AND SPORTS MARKETING, LLC (HAMMERMAN)
165	EGEDA (FINTAGE PUBLISHING & COLLECTION BV)
166	ELECTRIC SALES LTD (COMPACT COLLECTIONS, LTD.)
167	ELI S.A. (FINTAGE PUBLISHING & COLLECTION BV)
168	EMEDIA MUSIC CORPORATION (GOODMAN)
169	ENDEMOL ITALIA (FINTAGE PUBLISHING & COLLECTION BV)
170	ENDEMOL USA (FINTAGE PUBLISHING & COLLECTION BV)
171	ENFORMA NATURAL PRODUCTS, INC. (GOODMAN)
172	EQUATOR FILMS LTD (COMPACT)
173	ESTRELLA FILMS (FINTAGE PUBLISHING & COLLECTION BV)
174	ESTUDIOS CHURUBUSCO AZTECA, S.A. (FINTAGE PUBLISHING & COLLECTION BV)
175	EURO LONDON FILMS (COMPACT COLLECTIONS LTD)
176	EURO RSCG DRTC LLC (GOODMAN GROUP)
177	EXCELL FILM AGENTUR GMBH
178	F. MIER, S.A. (FINTAGE PUBLISHING & COLLECTION BV)
179	FALCON PRODUCCIONES S.A. DECV (FINTAGE PUBLISHING & COLLECTION BV)

MPAA-claimed copyright owners unsubstantiated by documentation

180	FAMILY PRODUCTS A/K/A HCG INC (GOODMAN GROUP)
181	FIESTA FILM INC (FINTAGE PUBLISHING & COLLECTION BV)
182	FILM AUSTRALIA LTD (AVCS)
183	FILMEXPORT GROUP SRL (IFTA)
184	FILMOPTION INTERNATIONAL (COMPACT COLLECTIONS, LTD.)
185	FILMS TRANSIT INTERNATIONAL INC. (COMPACT COLLECTIONS, LTD.)
186	FINTAGE (COMPACT COLLECTIONS LTD)
187	FIREWORKS ACQUISITION LIMITED (COMPACT)
188	FIREWORKS PICTURES & CHAROSS PICTURES LTD (IFTA)
189	FIRST HAND FILMS (COMPACT COLLECTIONS, LTD.)
190	FIRST LOOK MEDIA (IFTA)
191	FIRST LOOK STUDIOS, INC. (IFTA)
192	FITNESS QUEST INC (GOODMAN GROUP)
193	FLASHPOINT LTD. (FINTAGE PUBLISHING & COLLECTION BV)
194	FOCAL POINT RELEASING INC
195	FOOD-NUTRITION INC. (GOODMAN)
196	FOOTHILL ENTERTAINMENT INC (COMPACT COLLECTIONS LTD)
197	FORTISSIMO FILMS (COMPACT COLLECTIONS, LTD.)
198	FOX
199	FRANCE TELEVISIONS DISTRIBUTION (COMPACT COLLECTIONS LTD)
200	FREMANTLE CORPORATION (THE)
201	FREMANTLE GOODSON INC (FREMANTLE MEDIA NORTH AMERICA)
202	FREMANTLE MEDIA ENTERPRISES LTD (COMPACT)
203	FREMANTLE MEDIA ENTERPRISES LTD. (COMPACT)
204	FREMANTLEMEDIA - GRUNDY PRODUCCIONES SA (COMPACT COLLECTIONS, LTD.)
205	FREMANTLEMEDIA ENTERPRISES (COMPACT COLLECTIONS LTD)
206	FREMANTLEMEDIA LATIN AMERICA, INC.
207	FRONTLINE TELEVISION PRODUCTIONS PTY LTD
208	FTM PRODUCTIONS (LINDA KOCI)
209	FULL MOON PICTURES (IFTA)
210	Gaiam Americas Inc. (HAMMERMAN)
211	GAYLORD FILMS
212	GAZCON FILMS, S.A.
213	GENESIS INTERMEDIA, INC. (LITCHFIELD)
214	GKF DISTRIBUTION, LLC (COMPACT COLLECTIONS, LTD.)
215	GOLD CIRCLE FILMS, LLC
216	GOLD MOUNTAIN MEDIA (GOODMAN GROUP)
217	GOLDCREST FILMS AND TELEVISION LTD (AGICOA)
218	GOLDEN FILMS (IFTA)
219	GOLDSTEIN HABEEB ENTERTAINMENT INC
220	GOYRI LOPEZ ASOCIADOS S.A. (FINTAGE PUBLISHING & COLLECTION BV)
221	GPP-TV INTERNATIONAL
222	GRANADA AMERICA (COMPACT COLLECTIONS LTD)
223	GRANADA MEDIA GROUP LTD (COMPACT)
224	GRB ENTERTAINMENT INC. (COMPACT)
225	GREATLIFE TV, INC (GOODMAN)

MPAA-claimed copyright owners unsubstantiated by documentation

226	GREEN COMMUNICATIONS (IFTA)
227	GREENHOUSE INTERNATIONAL LLC (GOODMAN GROUP)
228	GREENLIGHT MEDIA AG (FINTAGE PUBLISHING & COLLECTION BV)
229	GREENSTONE AND CO (GOODMAN)
230	GREGORIO WALERSTEIN (FINTAGE PUBLISHING & COLLECTION BV)
231	GRIZZLY ADAMS PRODUCTIONS INC (HAMMERMAN)
232	GRSN, INC. (GOODMAN)
233	GRUPO IMAGEN PRODUCCIONES (FINTAGE PUBLISHING & COLLECTION BV)
234	GUINNESS WORLD RECORDS LTD (COMPACT COLLECTIONS LTD)
235	GUTHY-RENKER (HOCHBERG)
236	HAIR CLUB FOR MEN AND WOMEN INC (GOODMAN GROUP)
237	HALLMARK ENTERTAINMENT DISTRIBUTION, INC. (KALCHEIM)
238	HANDMADE PLC (COMPACT)
239	HAT TRICK PRODUCTIONS LTD (COMPACT COLLECTIONS, LTD.)
240	HAWTHORNE COMMUNICATIONS, INC. (LITCHFIELD)
241	HCG, INC (GOODMAN)
242	HEALTH RESOURCE (GOODMAN)
243	HERITAGE MEDIA GROUP INC (HAMMERMAN)
244	HIBISCUS FILMS PTY LTD (AVCS)
245	HILLTOP ENTERTAINMENT (COMPACT COLLECTIONS, LTD.)
246	HISPANIC HERITAGE AWARDS FOUNDATION (HAMMERMAN)
247	HIT ENTERTAINMENT PLC (COMPACT)
248	HOMETIME VIDEO PUBLISHING INC.
249	HORTUS LTD (HAMMERMAN)
250	HSN DIRECT INTERNATIONAL, LTD (GOODMAN)
251	HYDE PARK ENTERTAINMENT
252	IAC FILMS (COMPACT)
253	ICELAND HEALTH (GOODMAN)
254	ICON ENTERTAINMENT (COMPACT COLLECTIONS, LTD.)
255	IFM WORLD RELEASING (COMPACT COLLECTIONS, LTD.)
256	IGIA
257	ILLUMINATED FILM COMPANY, THE
258	IMAGE ORGANIZATION INC (IFTA)
259	INDIGO FILM & TELEVISION LTD (COMPACT COLLECTIONS, LTD.)
260	INFOTOPIA, INC (GOODMAN)
261	INITIAL ENTERTAINMENT GROUP (COMPACT)
262	INTEGRITY GLOBAL MARKETING (GOODMAN)
263	INTERLIGHT (IFTA)
264	INTERMEDIA FILM DISTRIBUTION INC (FINTAGE PUBLISHING & COLLECTION BV)
265	INTERNATIONAL CREATIVE EXCHANGE (COMPACT)
266	INTERNATIONAL KEYSTONE ENTERTAINMENT, INC. (IFTA)
267	INTERNATIONAL MANAGEMENT GROUP/TRANSWORLD INTERNATIONAL – 2009 (HOCHBERG)
268	INTERSPORT TELEVISION
269	INTERENTAINMENT LICENSING GMBH (AGICOA GMBH)

MPAA-claimed copyright owners unsubstantiated by documentation

270	IRATI FILMAK, S.A.
271	ITV DIRECT
272	ITV GLOBAL ENTERTAINMENT (COMPACT COLLECTIONS LTD)
273	ITV GLOBAL INC (GOODMAN GROUP)
274	JAFFE BRAUNSTEIN FILMS, LTD. (LINDA KOCI)
275	JALBERT PRODUCTIONS INC (HAMMERMAN)
276	JASINSKI TV (LITCHFIELD)
277	JEOPARDY PRODUCTIONS, INC. (COLUMBIA PICTURES TELEVISION, INC.)
278	JIM HENSON PRODUCTIONS INC
279	JNP FILMS PTY LTD
280	JOHN MCLEAN MEDIA (COMPACT COLLECTIONS, LTD.)
281	JOSE FRADE, P.C., S.A.
282	JOSE MARIA LARA PRODUCCIONS CINEMATOGRAFICAS (EGEDA)
283	Keystone Entertainment Inc. (CBC)
284	KINÉMAGE INTERNATIONAL INC
285	KING WORLD PRODUCTIONS (CBS BROADCASTING, INC.)
286	KINGSTAR DIRECT, INC.
287	KOAN INC.
288	KOEPEL DIRECT (GOODMAN)
289	KOOLOTRON D/B/A URUS INDUSTRIAL
290	KUSHNER LOCKE COMPANY (COMPACT)
291	LADIES PROFESSIONAL GOLF ASS'N (HOCHBERG)
292	LANCE ENTERTAINMENT, INC. (IFTA)
293	LARGO ENTERTAINMENT INTERNATIONAL (FINTAGE PUBLISHING & COLLECTION BV)
294	LASER AMADEUS INC (FINTAGE PUBLISHING & COLLECTION BV)
295	Latination, LLC (HAMMERMAN)
296	LATV NETWORKS, LLC
297	LAWMAN ARMOR CORP (GOODMAN)
298	LENCO CORPORATION (GOODMAN)
299	LEWIS HORWITZ ORGANIZATION, THE (IFTA)
300	LIBERATION ENTERTAINMENT INC. (IFTA)
301	LIBERTY INTERNATIONAL ENTERTAINMENT INC (IFTA)
302	LIFESIZE ENTERTAINMENT AND RELEASING (COMPACT)
303	LINDORA, INC. (GOODMAN)
304	LIONS GATE FILMS INTERNATIONAL (IFTA)
305	Little League Baseball, Inc. (HAMMERMAN)
306	LL&C DEALER SERVICES, INC (GOODMAN)
307	LOHAN MEDIA, INC (GOODMAN)
308	LONG TERM - SHORT TERM, INC. (GOODMAN)
309	LPGA (HOCHBERG)
310	LUXVIDE (FINTAGE PUBLISHING & COLLECTION BV)
311	LUZARDERO, LLC
312	M2 Marketing & Management Inc. (LITCHFIELD)
313	MAJESTIC FILMS (COMPACT)
314	MALETA FILMS
315	MANTRA FILMS (GOODMAN)

MPAA-claimed copyright owners unsubstantiated by documentation

316	MARVISTA ENTERTAINMENT (COMPACT)
317	MAXIMUM COVERAGE MEDIA (GOODMAN)
318	MEDIA 8 ENTERTAINMENT (COMPACT COLLECTIONS, LTD.)
319	MEDIA GROUP, LLC (GOODMAN)
320	MEDIA POWER INC (GOODMAN GROUP)
321	MEDIA SERVICES CORPORATION (GOODMAN)
322	MEDIA WORLD PICTURES PTY LTD (COMPACT COLLECTIONS LTD)
323	MEGA ENTERTAINMENT INTERNATIONAL
324	MERCHANT MEDIA, INC. (GOODMAN)
325	METRO ORO PRODUCCIONES SA DE CV (FINTAGE PUBLISHING & COLLECTION BV)
326	METROPOLIS FILMPRODUKTION GMBH & CO. KG (AGICOA)
327	MEXINEMA VIDEO CORP. (FINTAGE PUBLISHING & COLLECTION BV)
328	MICHAEL JAFFE FILMS, LTD (LINDA KOCI)
329	MIGUEL ANGEL MARTINEZ PRODUCCIONES (FINTAGE PUBLISHING & COLLECTION BV)
330	MINOTAUR INTERNATIONAL LTD (COMPACT COLLECTIONS, LTD.)
331	MIRAMAX FILM CORPORATION (IFTA)
332	MIRAMAX FILM NY, LLC (COMPACT COLLECTIONS, LTD.)
333	MIRAMAX FILMS (COMPACT COLLECTIONS LTD)
334	MOBIUS INTERNATIONAL (IFTA)
335	MONARCH FILM INC (COMPACT)
336	MOONSCOOP ENTERTAINMENT LLC (COMPACT COLLECTIONS, LTD.)
337	MOONSTONE ENTERTAINMENT (IFTA)
338	MORGAN CREEK INTERNATIONAL (IFTA)
339	MORRISON GRIEVE LTD
340	MOTORUP CORPORATION (GOODMAN)
341	MURDOCH MAGAZINES PTY LTD TRADING AS BETTER HOMES AND GARDENS TV (AVCS)
342	MUSE ENTERTAINMENT
343	MYRIAD PICTURES (IFTA)
344	NACIONAL CINEMATOGRAFICA (FINTAGE PUBLISHING & COLLECTION BV)
345	NANITTA INVERSIONES, S.A. (FINTAGE PUBLISHING & COLLECTION BV)
346	NASCAR (HOCHBERG)
347	NASCAR DIGITAL ENTERTAINMENT LTD (HOCHBERG)
348	NASCAR MEDIA GROUP
349	NATIONAL BASKETBALL ASSOCIATION (HOCHBERG)
350	NATIONAL GEOGRAPHIC CHANNEL INTERNATIONAL (COMPACT COLLECTIONS, LTD.)
351	NATIONAL HOCKEY LEAGUE (HOCHBERG)
352	NATURAL HEALTH NETWORK (GOODMAN GROUP)
353	NBC ENTERPRISES, INC. (NBC UNIVERSAL, INC.)
354	NBCUNIVERSAL, INC. (IFTA)
355	NELVANA LIMITED
356	New Dominion Pictures LLC (HAMMERMAN)
357	NEW HORIZONS PICTURES CORP. (IFTA)

MPAA-claimed copyright owners unsubstantiated by documentation

358	NEW LINE CINEMA CORPORATION (WARNER BROS. ENTERTAINMENT, INC.)
359	NEW VISION DE MEXICO, S.A. DE C.V. (FINTAGE PUBLISHING & COLLECTION BV)
360	NEW WEST PRODUCTS (LITCHFIELD)
361	NEW YORK ROAD RUNNERS CLUB INC. (HAMMERMAN)
362	NFL FILMS (HOCHBERG)
363	NIGHTINGALE-CONANT (GOODMAN)
364	NINE NETWORK AUSTRALIA PTY LTD
365	NORTH AMERICAN RELEASING (IFTA)
366	NORTHERN OUTDOORS (GOODMAN)
367	NORTHWAY PRODUCTIONS PTY LTD (AVCS)
368	NRK AKTIVUM (AVCS)
369	NU IMAGE INC (IFTA)
370	OASIS INTERNATIONAL (IFTA)
371	OCTAGON INC (HAMMERMAN)
372	OCTAPIXX WORLDWIDE (COMPACT COLLECTIONS LTD)
373	OFF THE FENCE B.V.
374	ONE WORLD LIVE INTEGRATED TECHNOLOGIES INC (GOODMAN GROUP)
375	OPTOMEN TELEVISION LIMITED (COMPACT COLLECTIONS LTD)
376	ORANGE GLO, INC (GOODMAN)
377	OREGON PUBLIC BROADCASTING (COMPACT COLLECTIONS LTD)
378	OVERVIEW PRODUCTIONS INC (KALCHEIM)
379	P.C. FILMS CORPORATION
380	PAAWS, LLC (GOODMAN)
381	PACIFIC FAMILY ENTERTAINMENT (COMPACT)
382	PALACE (WICKED HARDWARE) LTD (COMPACT COLLECTIONS LTD)
383	PALM BEACH PICTURES PTY LTD (COMPACT COLLECTIONS, LTD.)
384	PANDORA SARL (IFTA)
385	PARAGON INTERNATIONAL (IFTA)
386	PARAMOUNT PICTURES CORPORATION
387	PARK ENTERTAINMENT LIMITED (COMPACT COLLECTIONS, LTD.)
388	PARTHENON ENTERTAINMENT GROUP LIMITED (COMPACT COLLECTIONS LTD)
389	PATRIARCH PICTURES, LLC (LINDA KOCI)
390	PEACE ARCH LA, INC (COMPACT COLLECTIONS LTD)
391	PEAKVIEWING TRANSATLANTIC B.V.
392	PERKINS MANAGEMENT, INC. (GOODMAN)
393	PFG ENTERTAINMENT
394	PGA TOUR, INC. (HOCHBERG)
395	PHILLIPS DRTV, LLC (GOODMAN)
396	PIGEON PRODUCTIONS (FINTAGE PUBLISHING & COLLECTION BV)
397	POLYGRAM IBERICA, S.A.
398	PONY FILMS PTY LTD (AVCS)
399	POPEIL INVENTIONS, INC. (GOODMAN)
400	PORCHLIGHT ENTERTAINMENT (OLE MEDIA MANAGEMENT LP)
401	PORCHLIGHT FILMS PTY LTD (AVCS)

MPPAA-claimed copyright owners unsubstantiated by documentation

402	PORTMAN FILM & TELEVISION LTD
403	POSA FILMS (FINTAGE PUBLISHING & COLLECTION BV)
404	POWERBASE FITNESS, LLC (HAMMERMAN)
405	POWERCORP INTERNATIONAL LTD (COMPACT COLLECTIONS LTD)
406	POWERSPORTS MILLENIUM INT'L (COMPACT)
407	PROCTOR & GAMBLE PRODUCTIONS INC (TELENEXT) (CONEXION)
408	PRODUCCIONES CINEMATOGRAFICAS REDMOR S.A. DECV (FINTAGE PUBLISHING & COLLECTION BV)
409	PRODUCCIONES CINEMATOGRAFICAS UNO LTDA. (FINTAGE PUBLISHING & COLLECTION BV)
410	PRODUCCIONES GALUBI, S.A. (FINTAGE PUBLISHING & COLLECTION BV)
411	PRODUCCIONES POTOSI (FINTAGE PUBLISHING & COLLECTION BV)
412	PRODUCCIONES RAUL DE ANDA, S.A. DE C.V. (FINTAGE PUBLISHING & COLLECTION BV)
413	PRODUCCIONES UNIVERSAL (FINTAGE PUBLISHING & COLLECTION BV)
414	PRODUCT PARTNERS LLC A/K/A GRSN (GOODMAN GROUP)
415	PROFESSIONAL GOLFERS ASSOCIATION (HOCHBERG)
416	PROMARK ENTERTAINMENT GROUP (IFTA)
417	PROPHECY ENTERTAINMENT INC
418	PROTAGONIST PICTURES LIMITED (COMPACT COLLECTIONS, LTD.)
419	PURE SPIN GOLF, INC. (GOODMAN)
420	QDIRECT, INC. (GOODMAN)
421	QMAX SYSTEMS, LLC. (GOODMAN)
422	QUALIA LIBRARY COMPANY LLC
423	QUANTUM ENTERTAINMENT INC (COMPACT)
424	QUICK 'N BRITE (GOODMAN)
425	RAI TRADE (FINTAGE PUBLISHING & COLLECTION BV)
426	RCTV INTERNATIONAL CORPORATION
427	RDF MEDIA LTD
428	RECORDED PICTURE COMPANY
429	RED HORSE LLC (LITCHFIELD)
430	REGENT ENTERTAINMENT PARTNERSHIP LLP (COMPACT)
431	RELIANT INTERACTIVE MEDIA, INC (GOODMAN)
432	RELIANT INTERNATIONAL MEDIA, INC. a/k/a Omni Reliant (GOODMAN)
433	REMODELING TODAY INC (HAMMERMAN)
434	RENOSKY LURE CO (GOODMAN)
435	RESPOND 2 CORP (GOODMAN GROUP)
436	RESPOND3
437	RESPOND4
438	RESTORE4, INC (GOODMAN)
439	RHI ENTERTAINMENT DISTRIBUTION LLC (KALCHIEM)
440	RICHARD SIMMONS, INC. (LITCHFIELD)
441	RIGEL INDEPENDENT DISTRIBUTION & ENTERTAINMENT LTD (COMPACT COLLECTIONS LTD)
442	RIVE GAUCHE INTERNATIONAL TELEVISION (AVCS)
443	RL 101 INC (HAMMERMAN)
444	RONCO INVENTIONS, LLC (GOODMAN)

MPAA-claimed copyright owners unsubstantiated by documentation

445	ROSCO FILM GMBH (AGICOA)
446	ROTO ZIP TOOL CORP (GOODMAN)
447	ROYAL OAKS (FINTAGE PUBLISHING & COLLECTION BV)
448	RTI MEDIASET S.P.A.
449	RTI-RETI TELEVISIVE ITALIANE SPA
450	RYSHER ENTERTAINMENT (QUALIA)
451	SALTON INC. (GOODMAN)
452	SALTON USA INC (GOODMAN GROUP)
453	SANDRA CARTER PRODUCTIONS (HAMMERMAN)
454	SAS GROUP INC (GOODMAN GROUP)
455	SAVVIER, INC. (GOODMAN)
456	SCANBOX INTERNATIONAL, INC. (IFTA)
457	SCOTTISH MEDIA GROUP
458	SCREEN AUSTRALIA (COMPACT COLLECTIONS, LTD.)
459	SCREEN MEDIA VENTURES (COMPACT COLLECTIONS LTD)
460	SCREEN VENTURES LTD (AVCS)
461	Screenrights (AVCS)
462	SCRIPT TO SCREEN PRODUCTIONS, INC. (LITCHFIELD)
463	SEPTEMBER FILM LTD
464	SEPTEMBER FILMS INTERNATIONAL LIMITED
465	SEVEN ARTS PICTURES (COMPACT COLLECTIONS LTD)
466	SFX TELEVISION (HOCHBERG)
467	Shaftesbury Films Inc. (CBC)
468	SHARPER IMAGE INC, THE (GOODMAN GROUP)
469	SHAVICK ENTERTAINMENT INC (COMPACT COLLECTIONS, LTD.)
470	SHED MEDIA PLC (COMPACT COLLECTIONS, LTD.)
471	SHINE LIMITED (COMPACT COLLECTIONS, LTD.)
472	SHOGAKUKAN PRODUCTION CO LTD (FINTAGE)
473	SHOP AMERICA USA (GOODMAN)
474	SHOWCASE ENTERTAINMENT INC (COMPACT COLLECTIONS, LTD.)
475	SILVERLINE ENTERTAINMENT (COMPACT COLLECTIONS LTD)
476	SMART INVENTIONS, INC (GOODMAN)
477	SOLID ENTERTAINMENT (COMPACT)
478	SOUTH AUSTRALIAN FILM CORPORATION (AVCS)
479	SOUTHERN STAR ENTERTAINMENT PTY LTD (AVCS)
480	SOUTHERN STAR SALES LIMITED (AVCS)
481	SPECIALTY MERCHANDISE CORP (GOODMAN GROUP)
482	SPECTACOR FILMS (LINDA KOCI)
483	SPELLING TELEVISION INC. (CBS STUDIOS, INC.)
484	SPYGLASS ENTERTAINMENT, LLC
485	STEVE ROTFELD PRODUCTIONS INC (HOCHBERG)
486	STEVE WHITE FILMS (LINDA KOCI)
487	STONE STANLEY (FINTAGE PUBLISHING & COLLECTION BV)
488	STUDIO CANAL IMAGE (AGICOA)
489	SUMMIT ENTERTAINMENT LP (IFTA)
490	SUNTIGER, INC (GOODMAN)
491	SYLMARK INC (GOODMAN GROUP)

MPAA-claimed copyright owners unsubstantiated by documentation

492	TAHI ENTERTAINMENT
493	TAPESTRY INTERNATIONAL LIMITED (COMPACT)
494	TARGET ENTERTAINMENT
495	TAURUS 7 FILM PRODUCTIONS (FINTAGE PUBLISHING & COLLECTION BV)
496	TEACH ME TO TRADE (GOODMAN)
497	TELEFE (TELEVISION FEDERAL INTERNACIONAL, S.A.) CANAL 11 (FINTAGE PUBLISHING & COLLECTION BV)
498	TELEFUTURA TELEVISION GROUP INC
499	TELENEXT (PROCTOR & GAMBLE PRODUCTIONS, INC.) (CONEXION MEDIA GROUP)
500	TELESCENE FILM GROUP INC (COMPACT)
501	TELEVISA SA DE CV
502	Television Events & Marketing, Inc. (HAMMERMAN)
503	TELEVISION SYNDICATION CO. (HAMMERMAN)
504	TF1 INTERNATIONAL SA
505	THANE INTERNATIONAL INC (GOODMAN GROUP)
506	THE BEST PICTURE SHOW COMPANY PTY LTD (COMPACT)
507	THE FREMANTLE CORPORATION (COMPACT)
508	THE GOODMAN GROUP, LLC (GOODMAN)
509	THE JOHN F. KENNEDY CENTER FOR THE PERFORMING ARTS (HAMMERMAN)
510	THE LEWIS HORWITZ ORGANIZATION
511	THE MENTORING GROUP, LLC
512	THE NEW ZEALAND FILM COMMISSION (COMPACT COLLECTIONS LTD)
513	THE PROGRAM EXCHANGE (ON BEHALF OF GENERAL MILLS SALES, INC)
514	THINK BIG INCORPORATED (GOODMAN GROUP)
515	TIGER ASPECT PRODUCTIONS LIMITED (COMPACT)
516	TIJUANA FILMS, S.L.
517	TILIA , INC (GOODMAN)
518	TIME LIFE INC (GOODMAN GROUP)
519	TODAY'S HOMEOWNER (HAMMERMAN)
520	TOEI ANIMATION CO. LTD.
521	TOM PARKINSON (AVCS)
522	TOMORROW FILMS
523	TONY HOFFMAN PRODUCTIONS, INC. (GOODMAN)
524	TOP SHELF PRODUCTIONS LIMITED
525	TORSO TRACK INC (HAMMERMAN)
526	TOTAL GYM FITNESS LLC (HAMMERMAN)
527	TRANS WORLD SPORT (COMPACT)
528	TRANSFORMING COSMETICS, INC (GOODMAN)
529	TRANSFORMING MEDIA
530	TRANSWORLD INTERNATIONAL INC (HOCHBERG)
531	TRIDENT RELEASING (IFTA)
532	TRIMARK PICTURES INC (IFTA)
533	TROMA ENTERTAINMENT, INC. (IFTA)
534	TROMA PICTURES INC. (IFTA)
535	TROMA, INC. (IFTA)

MPAA-claimed copyright owners unsubstantiated by documentation

536	TROPICAL BEACHES, LLC (GOODMAN)
537	TV ONTARIO (COMPACT COLLECTIONS, LTD.)
538	TV-AZTECA (FINTAGE PUBLISHING & COLLECTION BV)
539	TV-LOONLAND AG (FINTAGE PUBLISHING & COLLECTION BV)
540	TYEE EURO RSCG (GOODMAN)
541	U.S. Bowling Congress (HAMMERMAN)
542	U.S. FIGURE SKATING ASSOCIATION (HAMMERMAN)
543	U.S. GYMNASTICS FEDERATION (HAMMERMAN)
544	U.S. SKI AND SNOWBOARD ASSOCIATION (HAMMERMAN)
545	ULTIMATE CHOICE INC (HAMMERMAN)
546	UNITED FITNESS OF AMERICA, LLC (GOODMAN)
547	UNIVERSAL CITY STUDIOS LLLP (NBC UNIVERSAL, INC.)
548	UNIVERSAL TV DISTRIBUTION HOLDINGS LLC (NBC UNIVERSAL, INC.)
549	UNIVISION NETWORK LIMITED PARTNERSHIP
550	URBAN LATINO TV LLC (HAMMERMAN)
551	US Swimming, Inc. (HAMMERMAN)
552	VANS INC. (HAMMERMAN)
553	VENEVISION INTERNACIONAL (FINTAGE PUBLISHING & COLLECTION BV)
554	VENTURE MEDIA INC (VENTECH) (GOODMAN GROUP)
555	VERTICAL BRANDING A/K/A BUCKHEAD MARKETING & DISTRIBUTION LLC (GOODMAN GROUP)
556	VIDEO MERCURY FILMS, S.A. (FINTAGE PUBLISHING & COLLECTION BV)
557	VIDEO UNIVERSAL, S.A. DE C.V. (FINTAGE PUBLISHING & COLLECTION BV)
558	VINE INTERNATIONAL PICTURES LTD (IFTA)
559	VIP MEDIA SRL (AGICOA)
560	VISION FILMS (COMPACT COLLECTIONS LTD)
561	VITAL BASICS INC (GOODMAN GROUP)
562	VOLTAGE PICTURES (COMPACT COLLECTIONS, LTD.)
563	WARD PRODUCTIONS INC (HAMMERMAN)
564	WARNER BROS. ENTERTAINMENT INC.
565	WATERFRONT ENTERTAINMENT GROUP LIMITED (COMPACT COLLECTIONS LTD)
566	WEST SIDE STUDIOS INC (IFTA)
567	WHITNEY EDUCATION GROUP INC (GOODMAN GROUP)
568	WING ENTERPRISES INC (GOODMAN GROUP)
569	WNBA ENTERPRISES LLC (HOCHBERG)
570	WORKS TSC LIMITED, THE (COMPACT COLLECTIONS LTD)
571	WORLD INTERNATIONAL NETWORK INC. (IFTA)
572	WORLD TRIATHLON CORPORATION (HAMMERMAN)
573	WORLDVISION ENTERPRISES INC. (CBS STUDIOS INC.)
574	WORLDWIDE ENTERTAINMENT LLC (LITCHFIELD)
575	WORLDWIDE FILM ENTERTAINMENT (IFTA)
576	XFL, LLC (WORLD WRESTLING ENTERTAINMENT, INC.)
577	YORK FILMS OF ENGLAND (COMPACT COLLECTIONS, LTD.)
578	YOUR BABY CAN (GOODMAN)
579	ZENITH PRODUCTIONS LTD (COMPACT)
580	ZIA FILM DISTRIBUTION LLC (COMPACT)

EXHIBIT 3

Screenrights-claimed claimants and programs

	Owner (Parent/Agent)	Title	Year
1	AVALON FILMS CORPORATION (AVCS)	BULLET DOWN UNDER	2000
2	HIBISCUS FILMS PTY LTD (AVCS)	CRUSH	2000
3	SOUTH AUSTRALIAN FILM CORPORATION (AVCS)	UNDER CAPRICORN	2000
4	SOUTHERN STAR SALES (AVCS)	DARK BEFORE DAWN	2000
5	AUSTRALIAN BROADCASTING CORPORATION (AVCS)	SECRETS	2001
6	FILM AUSTRALIA LTD (AVCS)	AGAINST THE ODDS	2001
7	MURDOCH MAGAZINES PTY LTD TRADING AS BETTER HOMES AND GARDENS TV (AVCS)	BETTER HOMES AND GARDENS	2001
8	NORTHWAY PRODUCTIONS PTY LTD (AVCS)	HEARTLAND	2001
9	SOUTH AUSTRALIAN FILM CORPORATION (AVCS)	UNDER CAPRICORN (1982)	2001
10	SOUTHERN STAR SALES LIMITED (AVCS)	PRAYING MANTIS (1982)	2001
11	AUSTRALIAN BROADCASTING CORPORATION (AVCS)	MERCURY	2002
12	AUSTRALIAN CHILDREN'S TELEVISION FOUNDATION (AVCS)	LIFT OFF	2002
13	AUSTRALIAN FILM COMMISSION (AVCS)	SUMMER CITY	2002
14	AUSTRALIAN FILM COMMISSION (AVCS)	TIM	2002
15	BAYSIDE PICTURES PTY LTD (AVCS)	BRILLIANT LIES	2002
16	CATALYST DISTRIBUTION INC (AVCS)	CADILLAC RANCH	2002
17	CATALYST DISTRIBUTION INC (AVCS)	FINAL ASSIGNMENT	2002
18	COMMUNICADO LIMITED (AVCS)	GREENSTONE	2002
19	FILM AUSTRALIA LTD (AVCS)	UNDER ONE ROOF	2002
20	NORTHWAY PRODUCTIONS PTY LTD (AVCS)	HEARTLAND	2002
21	NRK AKTIVUM (AVCS)	FRIENDS	2002
22	PORCHLIGHT FILMS PTY LTD (AVCS)	LIGHTNING: FIRE FROM THE SKY	2002
23	PORCHLIGHT FILMS PTY LTD (AVCS)	TERMINAL ERROR	2002
24	PORCHLIGHT FILMS PTY LTD (AVCS)	TRAPPED: BURIED ALIVE	2002
25	RIVE GAUCHE INTERNATIONAL TELEVISION (AVCS)	HIGH SPEED PURSUITS 4	2002
26	RIVE GAUCHE INTERNATIONAL TELEVISION (AVCS)	HIGH SPEED PURSUITS 5	2002
27	RIVE GAUCHE INTERNATIONAL TELEVISION (AVCS)	HIGH SPEED PURSUIT III	2002
28	SOUTH AUSTRALIAN FILM CORPORATION (AVCS)	HAMMERS OVER THE ANVIL	2002
29	SOUTH AUSTRALIAN FILM CORPORATION (AVCS)	LAST WAVE, THE	2002
30	SOUTHERN STAR ENTERTAINMENT PTY LTD (AVCS)	DARK BEFORE DAWN	2002
31	SOUTHERN STAR ENTERTAINMENT PTY LTD (AVCS)	TIM	2002
32	SOUTHERN STAR SALES LIMITED (AVCS)	FOLLOW THE RIVER	2002
33	AUSTRALIAN BROADCASTING CORPORATION (AVCS)	MERCURY	2003
34	BANKSIA PRODUCTIONS PTY LTD (AVCS)	EXERCISE	2003
35	BANKSIA PRODUCTIONS PTY LTD (AVCS)	SHOWTIME	2003
36	BARRON ENTERTAINMENT LTD (AVCS)	TRACKS OF GLORY	2003

Screenrights-claimed claimants and programs

37	BARRON ENTERTAINMENT LTD (AVCS)	LOVE BUG	
38	FILM AUSTRALIA LTD (AVCS)	FAMILY	2003
39	PONY FILMS PTY LTD (AVCS)	MISSING	2003
40	SCREEN VENTURES LTD (AVCS)	MARVIN GAYE: THE LEGACY -	
41	SCREEN VENTURES LTD (AVCS)	GREATEST HITS	2003
42	SCREEN VENTURES LTD (AVCS)	ROLLING STONES	2003
		SEVEN	2003
43	SOUTHERN STAR ENTERTAINMENT PTY LTD (AVCS)	BERENSTAIN BEARS	2003
44	SOUTHERN STAR ENTERTAINMENT PTY LTD (AVCS)	DAD	2003
45	SOUTHERN STAR ENTERTAINMENT PTY LTD (AVCS)	FAME	2003
46	SOUTHERN STAR ENTERTAINMENT PTY LTD (AVCS)	HAIR LOSS	2003
47	SOUTHERN STAR SALES LTD (AVCS)	FAME	2003
48	TOM PARKINSON (AVCS)	HOPE	2003
49	AUDIO-VISUAL COPYRIGHT SOCIETY LTD TRADING AS SCREENRIGHTS	PHARAOH'S ARMY (1995)	2007
50	AUDIO-VISUAL COPYRIGHT SOCIETY LTD TRADING AS SCREENRIGHTS	PRISONERS OF THE SUN (1991)	2007
51	AUDIO-VISUAL COPYRIGHT SOCIETY LTD TRADING AS SCREENRIGHTS	SCIENCE OF LOVE	2007
52	AUDIO-VISUAL COPYRIGHT SOCIETY LTD TRADING AS SCREENRIGHTS	SHAME (1988)	2007
53	AUDIO-VISUAL COPYRIGHT SOCIETY LTD TRADING AS SCREENRIGHTS	WASH, THE (1988)	2007
54	AUDIO-VISUAL COPYRIGHT SOCIETY LTD TRADING AS SCREENRIGHTS	BIGGEST LOSER, THE	2007
55	AUDIO-VISUAL COPYRIGHT SOCIETY LTD TRADING AS SCREENRIGHTS	ME LO DIJO MI PERRO (1997)	2007
56	Screenrights (AVCS)	ATTACK OF THE GIANT LEECHES	2009
57	Screenrights (AVCS)	DEATH RACE 2000	2009
58	Screenrights (AVCS)	INTO THE WOODS	2009
59	Screenrights (AVCS)	LAUGH OUT LOUD	2009
60	Screenrights (AVCS)	LIVE IT UP	2009
61	Screenrights (AVCS)	MAGIC'S BIGGEST SECRETS FINALLY REVEALED	2009
62	Screenrights (AVCS)	MEET JOHN DOE	2009
63	Screenrights (AVCS)	MOLLY AND LAWLESS JOHN	2009
64	Screenrights (AVCS)	NURSETV	2009
65	Screenrights (AVCS)	OUTDOORSMAN WITH BUCK MCNEELY	2009
66	Screenrights (AVCS)	TEENAGERS FROM OUTER SPACE	2009
67	Screenrights (AVCS)	THE OVER-THE-HILL GANG	2009
68	Screenrights (AVCS)	THE OVER-THE-HILL GANG RIDES AGAIN	2009

Screenrights-claimed claimants and programs

69	Screenrights (AVCS)	TO ALL MY FRIENDS ON SHORE	2009
70	Screenrights (AVCS)	YOU BET YOUR LIFE	2009
71	SCREENRIGHTS	BADGE, THE	2008
72	SCREENRIGHTS	BETTER HOMES AND GARDENS: YOUR	
73	SCREENRIGHTS	BEST RECIPE	2008
74	SCREENRIGHTS	FROM THE HEART	2008
75	SCREENRIGHTS	MARS VENUS	2008
76	SCREENRIGHTS	PELIGRO: REACCIÓN EN CADENA	2008
77	SCREENRIGHTS	PHARAOH'S ARMY	2008
78	SCREENRIGHTS	SHAME	2008
79	SCREENRIGHTS	WASH, THE	2008
		WIPEOUT	2008

EXHIBIT 4

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In the Matter of)	
)	
Distribution of)	
1999-2009)	Docket No. 2012-7 CRB SD 1999-2009
Satellite Royalty Funds)	(Phase 2)
)	
In the Matter of)	
)	
Distribution of the 2004, 2005, 2006,)	Docket No. 2012-6 CRB CD 2004-
2007, 2008, and 2009 Cable Royalty)	2009 (Phase II)
Funds)	
)	

DECLARATION

I, **Buck McNeely**, 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. I am an authorized representative of **Timberwolf Productions**.

3. Independent Producers Group represents our organization for one or more calendar years applicable to the foregoing proceedings. I have reviewed the conflicting program claims appearing between my represented entity and other claimants in the above-referenced proceedings, and hereby confirm that we retain the right to make claim to the conflicting program titles.

4. Timberwolf Productions produces and distributes the program “The Outdoorsman with Buck McNeely”. I am personally unfamiliar with any organization named “Screenrights” or “AVCS”. At no time have I authorized such entity to make claim on behalf of Timberwolf Productions for our programming.

DATED: October 10__, 2014

A handwritten signature in black ink, appearing to read "Buck McNeely". The signature is fluid and cursive, with a large initial "B" and a distinct "McNeely" ending.

By: __

Printed Name: Buck McNeely

EXHIBIT 5

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In the Matter of)
)

Distribution of)
1999-2009)
Satellite Royalty Funds)

Docket No. 2012-7 CRB SD 1999-2009
(Phase 2)

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

I, **Jennifer Valle**, 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. I am an authorized representative of **Lawrence Welk Syndication**.

3. Independent Producers Group represents our organization for one or more calendar years applicable to the foregoing proceedings. I have reviewed the conflicting program claims with respect to the program entitled "From the Heart: a Tribute to Lawrence Welk and the American Dream" ("From the Heart") between my represented entity and other claimants in the

above-referenced proceedings, and hereby confirm that we retain the right to make claim to the program title "From the Heart".

4. Lawrence Welk Syndication produced and distributed the program "From the Heart". Our organization is unfamiliar with any organization named "Screenrights". At no time has our organization authorized such entity to make claim on behalf of Lawrence Welk Syndication for the program "From the Heart".

DATED: October 10, 2014

By: Jennifer Valle
Printed Name: Jennifer Valle

EXHIBIT 6

Year	Title	Owner (Parent/Agent)
2006	ABSUELTO PARA MATAR (1995)	1 EGEDA
2006	AL FIN A SOLAS (1969)	2 EGEDA
2006	ALBURES MEXICANOS (1985)	3 EGEDA
2006	ALERTA, ALTA TENSION (1967)	4 EGEDA
2006	AMORES PERROS (2000)	5 EGEDA
2006	ATAQUE SALVAJE (1996)	6 EGEDA
2006	BERMUDAS: CUEVA DE TIBURONES (1978)	7 EGEDA
2006	BUSCANDO SALIDA (1995)	8 EGEDA
2006	CABALLERO A LA MEDIDA (1953)	9 EGEDA
2006	CABALLO PATAS DE ACERO (1995)	10 EGEDA
2006	CACERIA DE JUDICIALES (1996)	11 EGEDA
2006	CANCION DE JUVENTUD (1962)	12 EGEDA
2006	CHINO (1973)	13 EGEDA
2006	CIEN MUCHACHAS (1955)	14 EGEDA
2006	COLOR DE HORMIGA (1993)	15 EGEDA
2006	COMO DOS GOTAS DE AGUA (1963)	16 EGEDA
2006	CON EL CORAZÓN EN LA MANO (1988)	17 EGEDA
2006	CON QUIÉN DUERMES ESTA NOCHE (1995)	18 EGEDA
2006	CORREO DEL NORTE (1960)	19 EGEDA
2006	CRIMENES DEL PASADO (1997)	20 EGEDA
2006	CRÓNICA DE UN AMOR (1972)	21 EGEDA
2006	CÁRCEL DE MUJERES (1951)	22 EGEDA
2006	DE MUJER A MUJER (1950)	23 EGEDA
2006	DELINCUENTES DE LUJO (1992)	24 EGEDA
2006	DESVESTIDAS Y ALBOROTADAS (1991)	25 EGEDA
2006	EL CABALLO BAYO (1966)	26 EGEDA
2006	EL EXTRAÑO HIJO DEL SHERIFF (1982)	27 EGEDA
2006	EL FISCAL DE HIERRO (1988)	28 EGEDA
2006	EL MATRIMONIO ES COMO EL DEMONIO (1967)	29 EGEDA
2006	EL NIÑA MEXICANO (1990)	30 EGEDA
2006	EL PEQUEÑO CORONEL (1960)	31 EGEDA
2006	EL QUELITE (1969)	32 EGEDA
2006	EL SECUESTRO (1972)	33 EGEDA
2006	EL VECINDARIO II (1983)	34 EGEDA
2006	EL YERBERITO (1997)	35 EGEDA
2006	ELENA Y RAQUEL (1971)	36 EGEDA
2006	EN ESTAS CAMAS NADIE DUERME (1970)	37 EGEDA
2006	EN LOS CASCOS DE UN CABALLO (1997)	38 EGEDA
2006	ESPEJISMO (2001)	39 EGEDA
2006	FIN DE FIESTA (1971)	40 EGEDA
2006	FOTÓGRAFO DE MODELOS (1991)	41 EGEDA
2006	HERENCIA HOMICIDA (1994)	42 EGEDA

Programs claimed by EGEDA as copyright owner

43	EGEDA	HIJO DE LAMBERTO QUINTERO (1990)	2006
44	EGEDA	HOY HE SOÑADO CON DIOS (1972)	2006
45	EGEDA	JALISCO NUNCA PIERDE (1972)	2006
46	EGEDA	JESÚS, EL NIÑO DIOS (1970)	2006
47	EGEDA	JUDICIAL PERO HONRADO (1991)	2006
48	EGEDA	JUVENTUD EN DROGAS (1996)	2006
49	EGEDA	LA CALAVERA NEGRA (1960)	2006
50	EGEDA	LA CAMA (1968)	2006
51	EGEDA	LA CAPTURA DE GABINO BARRERA (1967)	2006
52	EGEDA	LA LEY DE LAS MUJERES (1995)	2006
53	EGEDA	LA LOCA DE LOS MILAGROS (1973)	2006
54	EGEDA	LA LOCURA MEXICANA (1993)	2006
55	EGEDA	LA MARCA DEL ZORRILLO (1950)	2006
56	EGEDA	LA METRALLETA INFERNAL (1990)	2006
57	EGEDA	LA OTRA MUJER (1971)	2006
58	EGEDA	LAS CORONELAS (1959)	2006
59	EGEDA	LAS INTERESADAS (1952)	2006
60	EGEDA	LAS MULAS DEL PUEBLO (1997)	2006
61	EGEDA	LLUVIA DE DIAMANTES (1996)	2006
62	EGEDA	LOS CARGADORES (1995)	2006
63	EGEDA	LOS ENAMORADOS (1971)	2006
64	EGEDA	LOS VERDULEROS (1986)	2006
65	EGEDA	LUCIO VÁZQUEZ (1966)	2006
66	EGEDA	LUNA DE MIEL PARA NUEVE (1964)	2006
67	EGEDA	MENORES DE EDAD (1951)	2006
68	EGEDA	NO HAY QUINTO MALO (1990)	2006
69	EGEDA	OPERACIÓN 67 (1967)	2006
70	EGEDA	PANTALEÓN Y LAS VISITADORAS (2000)	2006
71	EGEDA	PASIÓN POR EL PELIGRO (1978)	2006
72	EGEDA	PERSECUCIÓN (1988)	2006
73	EGEDA	PICARDÍA MEXICANA II (1980)	2006
74	EGEDA	QUE ME SIGA LA TAMBORA (1990)	2006
75	EGEDA	RATAS DE BARRIO (1997)	2006
76	EGEDA	RATERO DE LA VECINDAD II (1985)	2006
77	EGEDA	RELÁMPAGO (1988)	2006
78	EGEDA	REVANCHA (1990)	2006
79	EGEDA	ROSAS BLANCAS PARA MI HERMANA NEGRA (1969)	2006
80	EGEDA	SIMBAD EL MAREADO (1950)	2006
81	EGEDA	SU HERENCIA ERA MATAR (1992)	2006
82	EGEDA	SUBE Y BAJA (1958)	2006
83	EGEDA	TACOS AL CARBÓN (1971)	2006
84	EGEDA	TESORO DE MOCTEZUMA (1966)	2006
85	EGEDA	TRES BRIBONES EN LA CASA DEL RELAJO (1996)	2006
86	EGEDA	UN INDIQ QUIERE MATAR (1994)	2006

Programs claimed by EGEDA as copyright owner

87	EGEDA	UN MACHO EN LA CÁRCEL DE MUJERES (1987)	2006
88	EGEDA	VERANO ARDIENTE (1970)	2006
89	EGEDA	VIOLENCIA EN LA SIERRA (1995)	2006
90	EGEDA	AMANTES DEL DESIERTO	2006
91	EGEDA	AMIGAS Y RIVALES	2006
92	EGEDA	CARITA DE ÁNGEL	2006
93	EGEDA	CASO CERRADO	2006
94	EGEDA	CASOS DE LA VIDA REAL: EDICIÓN ESPECIAL	2006
95	EGEDA	DECISIONES	2006
96	EGEDA	ESPECIAL LO QUE CALLAMOS LAS MUJERES	2006
97	EGEDA	HERIDAS	2006
98	EGEDA	LAURA	2006
99	EGEDA	MARCELINO PAN Y VINO	2006
100	EGEDA	MARINA	2006
101	EGEDA	POR QUÉ DIABLOS	2006
102	EGEDA	PRIMERA PLANA	2006
103	EGEDA	RAMONA	2006
104	EGEDA	ZIPI ZAPE	2006
105	EGEDA	1984 (1984)	2006
106	EGEDA	AMANTES	2006
107	EGEDA	MARÍA BELÉN	2006
108	EGEDA	VECINOS	2006
109	EGEDA	PLAGA MORTAL (1988)	2006
110	EGEDA	ROMPIENDO LAS REGLAS (1984)	2006
111	EGEDA	ABSUELTO PARA MATAR (1995)	2006
112	EGEDA	AL FIN A SOLAS (1969)	2006
113	EGEDA	ALBURES MEXICANOS (1985)	2006
114	EGEDA	ALERTA, ALTA TENSIÓN (1967)	2006
115	EGEDA	AMORES PERROS (2000)	2006
116	EGEDA	ATAQUE SALVAJE (1996)	2006
117	EGEDA	BERMUDAS: CUEVA DE TIBURONES (1978)	2006
118	EGEDA	BUSCANDO SALIDA (1995)	2006
119	EGEDA	CABALLERO A LA MEDIDA (1953)	2006
120	EGEDA	CABALLO PATAS DE ACERO (1995)	2006
121	EGEDA	CACERÍA DE JUDICIALES (1996)	2006
122	EGEDA	CANCIÓN DE JUVENTUD (1962)	2006
123	EGEDA	CHINO (1973)	2006
124	EGEDA	CIEN MUCHACHAS (1955)	2006
125	EGEDA	CÓLOR DE HORMIGA (1993)	2006
126	EGEDA	COMO DOS GOTAS DE AGUA (1963)	2006
127	EGEDA	CON EL CORAZÓN EN LA MANO (1988)	2006
128	EGEDA	CON QUIÉN DUERMES ESTA NOCHE (1995)	2006

Programs claimed by EGEDA as copyright owner

129	EGEDA	CORREO DEL NORTE (1960)	2006
130	EGEDA	CRÍMENES DEL PASADO (1997)	2006
131	EGEDA	CRÓNICA DE UN AMOR (1972)	2006
132	EGEDA	CÁRCEL DE MUJERES (1951)	2006
133	EGEDA	DE MUJER A MUJER (1950)	2006
134	EGEDA	DELINCIENTES DE LUJO (1992)	2006
135	EGEDA	DESVESTIDAS Y ALBOROTADAS (1991)	2006
136	EGEDA	EL CABALLO BAYO (1966)	2006
137	EGEDA	EL EXTRAÑO HIJO DEL SHERIFF (1982)	2006
138	EGEDA	EL FISCAL DE HIERRO (1988)	2006
139	EGEDA	EL MATRIMONIO ES COMO EL DEMONIO (1967)	2006
140	EGEDA	EL NINJA MEXICANO (1990)	2006
141	EGEDA	EL PEQUEÑO CORONEL (1960)	2006
142	EGEDA	EL QUELITE (1969)	2006
143	EGEDA	EL SECUESTRO (1972)	2006
144	EGEDA	EL VECINDARIO II (1983)	2006
145	EGEDA	EL YERBERITO (1997)	2006
146	EGEDA	ELENA Y RAQUEL (1971)	2006
147	EGEDA	EN ESTAS CAMAS NADIE DUERME (1970)	2006
148	EGEDA	EN LOS CASCOS DE UN CABALLO (1997)	2006
149	EGEDA	ESPEJISMO (2001)	2006
150	EGEDA	FIN DE FIESTA (1971)	2006
151	EGEDA	FOTÓGRAFO DE MODELOS (1991)	2006
152	EGEDA	HERENCIA HOMICIDA (1994)	2006
153	EGEDA	HIJO DE LAMBERTO QUINTERO (1990)	2006
154	EGEDA	HOY HE SOÑADO CON DIOS (1972)	2006
155	EGEDA	JALISCO NUNCA PIERDE (1972)	2006
156	EGEDA	JESÚS, EL NIÑO DIOS (1970)	2006
157	EGEDA	JUDICIAL PERO HONRADO (1991)	2006
158	EGEDA	JUVENTUD EN DROGAS (1996)	2006
159	EGEDA	LA CALAVERA NEGRA (1960)	2006
160	EGEDA	LA CAMA (1968)	2006
161	EGEDA	LA CAPTURA DE GABINO BARRERA (1967)	2006
162	EGEDA	LA LEY DE LAS MUJERES (1995)	2006
163	EGEDA	LA LOCA DE LOS MILAGROS (1973)	2006
164	EGEDA	LA LOCURA MEXICANA (1993)	2006
165	EGEDA	LA MARCA DEL ZORRILLO (1950)	2006
166	EGEDA	LA METRALLETA INFERNAL (1990)	2006
167	EGEDA	LA OTRA MUJER (1971)	2006
168	EGEDA	LAS CORONELAS (1959)	2006
169	EGEDA	LAS INTERESADAS (1952)	2006
170	EGEDA	LAS MULAS DEL PUEBLO (1997)	2006
171	EGEDA	LLUVIA DE DIAMANTES (1996)	2006
172	EGEDA	LOS CARGADORES (1995)	2006

Programs claimed by EGEDA as copyright owner

173	EGEDA	LOS ENAMORADOS (1971)	2006
174	EGEDA	LOS VERDULEROS (1986)	2006
175	EGEDA	LUCIO VÁZQUEZ (1966)	2006
176	EGEDA	LUNA DE MIEL PARA NUEVE (1964)	2006
177	EGEDA	MENORES DE EDAD (1951)	2006
178	EGEDA	NO HAY QUINTO MALO (1990)	2006
179	EGEDA	OPERACIÓN 67 (1967)	2006
180	EGEDA	PANTALEÓN Y LAS VISITADORAS (2000)	2006
181	EGEDA	PASIÓN POR EL PELIGRO (1978)	2006
182	EGEDA	PERSECUCIÓN (1988)	2006
183	EGEDA	PICARDÍA MEXICANA II (1980)	2006
184	EGEDA	QUE ME SIGA LA TAMBORA (1990)	2006
185	EGEDA	RATAS DE BARRIO (1997)	2006
186	EGEDA	RATERO DE LA VECINDAD II (1985)	2006
187	EGEDA	RELÁMPAGO (1988)	2006
188	EGEDA	REVANCHA (1990)	2006
189	EGEDA	ROSAS BLANCAS PARA MI HERMANA NEGRA (1969)	2006
190	EGEDA	SIMBAD EL MAREADO (1950)	2006
191	EGEDA	SU HERENCIA ERA MATAR (1992)	2006
192	EGEDA	SUBE Y BAJA (1958)	2006
193	EGEDA	TACOS AL CARBÓN (1971)	2006
194	EGEDA	TESORO DE MOCTEZUMA (1966)	2006
195	EGEDA	TRES BRIBONES EN LA CASA DEL RELAJO (1996)	2006
196	EGEDA	UN INDIQ QUIERE MATAR (1994)	2006
197	EGEDA	UN MACHO EN LA CÁRCEL DE MUJERES (1987)	2006
198	EGEDA	VERANO ARDIENTE (1970)	2006
199	EGEDA	VIOLENCIA EN LA SIERRA (1995)	2006
200	EGEDA	AMANTES DEL DESIERTO	2006
201	EGEDA	AMIGAS Y RIVALES	2006
202	EGEDA	CARITA DE AENGL	2006
203	EGEDA	CASO CERRADO	2006
204	EGEDA	CASOS DE LA VIDA REAL: EDICIÓN ESPECIAL	2006
205	EGEDA	DECISIONES	2006
206	EGEDA	ESPECIAL LO QUE CALLAMOS LAS MUJERES	2006
207	EGEDA	HERIDAS	2006
208	EGEDA	LAURA	2006
209	EGEDA	MARCELINO PAN Y VINO	2006
210	EGEDA	MARINA	2006
211	EGEDA	POR QUÉ DIABLOS	2006
212	EGEDA	PRIMERA PLANA	2006
213	EGEDA	RAMONA	2006
214	EGEDA	ZIPI ZAPE	2006

Programs claimed by EGEDA as copyright owner

215	EGEDA	1984 (1984)	
216	EGEDA	AMANTES	2006
217	EGEDA	MARÍA BELÉN	2006
218	EGEDA	VECINOS	2006
219	EGEDA	PLAGA MORTAL (1988)	2006
220	EGEDA	ROMPIENDO LAS REGLAS (1984)	2006
221	EGEDA	ADIÓS AMOR (1973)	2007
222	EGEDA	AL PONERSE EL SOL (1967)	2007
223	EGEDA	ALEJANDRA (1942)	2007
224	EGEDA	ALGO FLOTA SOBRE EL AGUA (1948)	2007
225	EGEDA	ALLÁ EN EL BAJÍO (1942)	2007
226	EGEDA	AMANTES	2007
227	EGEDA	AMAR FUE SU PECADO (1950)	2007
228	EGEDA	AMOR A PALOS	2007
229	EGEDA	AMOR DE ADOLESCENTE (1965)	2007
230	EGEDA	AMOR DE LOCURA (1953)	2007
231	EGEDA	AMOR EN CUATRO TIEMPOS (1955)	2007
232	EGEDA	AMOR MIO	2007
233	EGEDA	AMOR MÍO	2007
234	EGEDA	AMOR VENDIDO (1951)	2007
235	EGEDA	ANITA NO PIERDE EL TREN (2001)	2007
236	EGEDA	APARIENCIAS (2000)	2007
237	EGEDA	ARRABALERA (1950)	2007
238	EGEDA	AS NEGRO (1954)	2007
239	EGEDA	ASÍ ES LA VIDA	2007
240	EGEDA	BAILANDO CHA CHA CHA	2007
241	EGEDA	BEL AMI (1947)	2007
242	EGEDA	BERMUDAS: CUEVA DE TIBURONES (1978)	2007
243	EGEDA	CALLEJERA (1949)	2007
244	EGEDA	CANCIÓN DE JUVENTUD (1962)	2007
245	EGEDA	CANTA MI CORAZÓN (1964)	2007
246	EGEDA	CARNE DE HORCA (1953)	2007
247	EGEDA	COMO MÉXICO NO HAY DOS (1981)	2007
248	EGEDA	CONFESIONES DE UNA ADOLESCENTE (1969)	2007
249	EGEDA	CRÓNICA DE UN AMOR (1972)	2007
250	EGEDA	DAME CHOCOLATE	2007
251	EGEDA	DESPEDIDA DE CASADA (1968)	2007
252	EGEDA	DOS GALLOS Y DOS GALLINAS (1963)	2007
253	EGEDA	DUEÑA Y SEÑORA (1948)	2007
254	EGEDA	EL BOLA (2000)	2007
255	EGEDA	EL CABALLO BAYO (1966)	2007
256	EGEDA	EL CABALLO BLANCO (1961)	2007
257	EGEDA	EL CABALLO DEL DIABLO (1975)	2007
258	EGEDA	EL CARIÑOSO	2007
259	EGEDA	EL CIELO ABIERTO (2001)	2007

Programs claimed by EGEDA as copyright owner

260	EGEDA	EL CORAZÓN DEL GUERRERO (2000)	2007
261	EGEDA	EL CORRIDO DE MARÍA PISTOLAS (1964)	2007
262	EGEDA	EL EMBAJADOR (1949)	2007
263	EGEDA	EL EMBUSTERO (1983)	2007
264	EGEDA	EL GAVILÁN POLLERO (1951)	2007
265	EGEDA	EL HIJO DE GABINO BARRERA (1965)	2007
266	EGEDA	EL HIJO DEL PUEBLO (1974)	2007
267	EGEDA	EL HIJO PRÓDIGO (1969)	2007
268	EGEDA	EL HOMBRE DE LA ISLA (1959)	2007
269	EGEDA	EL JOVEN DEL CARRITO (1959)	2007
270	EGEDA	EL JUSTICIERO VENGADOR (1962)	2007
271	EGEDA	EL LUNAR DE LA FAMILIA (1953)	2007
272	EGEDA	EL MANANTIAL	2007
273	EGEDA	EL MEJOR REGALO (1974)	2007
274	EGEDA	EL PEQUEÑO CORONEL (1960)	2007
275	EGEDA	EL PÍCARO (1967)	2007
276	EGEDA	EL QUE MURIÓ DE AMOR (1945)	2007
277	EGEDA	EL QUELITE (1969)	2007
278	EGEDA	EL SARGENTO PÉREZ (1973)	2007
279	EGEDA	EL SECRETO DE TOMMY (1963)	2007
280	EGEDA	EL SECUESTRO (1972)	2007
281	EGEDA	EL SINVERGÜENZA (1983)	2007
282	EGEDA	EL TAHUR (1980)	2007
283	EGEDA	EL VENTILADOR	2007
284	EGEDA	ELENA Y RAQUEL (1971)	2007
285	EGEDA	EN ESTAS CAMAS NADIE DUERME (1970)	2007
286	EGEDA	EN LOS ALTOS DE JALISCO (1948)	2007
287	EGEDA	ENTRE COMPADRES TE VEAS (1989)	2007
288	EGEDA	ENTRE MONJAS ANDA EL DIABLO (1972)	2007
289	EGEDA	ESPECIALISTA EN CHAMACAS (1965)	2007
290	EGEDA	ESPEJISMO (2001)	2007
291	EGEDA	ESPIONAJE EN EL GOLFO	2007
292	EGEDA	ESTA NOCHE CENA PANCHO (1985)	2007
293	EGEDA	FELIZ AÑO, AMOR MÍO (1957)	2007
294	EGEDA	FIN DE FIESTA (1971)	2007
295	EGEDA	GITANAS	2007
296	EGEDA	HE MATADO UN HOMBRE (1964)	2007
297	EGEDA	HOY HE SOÑADO CON DIOS (1972)	2007
298	EGEDA	JALISCO NUNCA PIERDE (1972)	2007
299	EGEDA	JUAN ARMENTA, EL REPATRIADO (1974)	2007
300	EGEDA	JUEGOS DE ALCOBA (1969)	2007
301	EGEDA	KASBAH (2000)	2007
302	EGEDA	LA CAMA (1968)	2007
303	EGEDA	LA CAPTURA DE GABINO BARRERA (1967)	2007
304	EGEDA	LA CHICA DEL TRÉBOL (1963)	2007

Programs claimed by EGEDA as copyright owner

305	EGEDA	LA CRISIS ME DA RISA (1994)	2007
306	EGEDA	LA ESQUINA DE MI BARRIO (1957)	2007
307	EGEDA	LA ESTRAMBOTICA ANASTASIA	2007
308	EGEDA	LA INVASORA	2007
309	EGEDA	LA LOCA DE LOS MILAGROS (1973)	2007
310	EGEDA	LA MUJER DEL PUERTO (1948)	2007
311	EGEDA	LA MUJER PERFECTA (1983)	2007
312	EGEDA	LA MUJER QUE ENGAÑAMOS (1945)	2007
313	EGEDA	LA MUJER QUE YO AMÉ (1950)	2007
314	EGEDA	LA OTRA MUJER (1971)	2007
315	EGEDA	LA VENGANZA	2007
316	EGEDA	LA VIRGEN DE GUADALUPE (1976)	2007
317	EGEDA	LA ÚLTIMA LUCHA (1959)	2007
318	EGEDA	LAS CAUTIVAS (1971)	2007
319	EGEDA	LAS FIGURAS DE ARENA (1970)	2007
320	EGEDA	LAS LEANDRAS (1968)	2007
321	EGEDA	LAS MUJERES DE JEREMÍAS (1980)	2007
322	EGEDA	LAS TRES PELONAS (1958)	2007
323	EGEDA	LAURA	2007
324	EGEDA	LAURO PUÑALES (1966)	2007
325	EGEDA	LOS CORROMPIDOS (1971)	2007
326	EGEDA	LOS ENAMORADOS (1971)	2007
327	EGEDA	LOS FENÓMENOS DEL FÚTBOL (1964)	2007
328	EGEDA	LOS HERMANOS DEL HIERRO (1961)	2007
329	EGEDA	LOS JÓVENES (1961)	2007
330	EGEDA	LOS TRES ALEGRES COMPADRES (1951)	2007
331	EGEDA	LOTERÍA	2007
332	EGEDA	LUCIO VÁZQUEZ (1966)	2007
333	EGEDA	LUPE BALAZOS (1963)	2007
334	EGEDA	LUZ MARÍA	2007
335	EGEDA	MADRE LUNA	2007
336	EGEDA	MANOLITO GAFOTAS (1999)	2007
337	EGEDA	MARINA	2007
338	EGEDA	MEDIANOCHES (1949)	2007
339	EGEDA	MENTIROSA (1961)	2007
340	EGEDA	MILAGROS	2007
341	EGEDA	MINNESOTA CLAY (1965)	2007
342	EGEDA	MIS PADRES SE DIVORCIAN (1959)	2007
343	EGEDA	MUJER CON PANTALONES	2007
344	EGEDA	MUJERES DE MEDIANOCHES (1968)	2007
345	EGEDA	MUNDO DE FIERAS	2007
346	EGEDA	MÓNICA (2003)	2007
347	EGEDA	NACIDOS PARA CANTAR (1966)	2007
348	EGEDA	NADIE TE QUERRÁ COMO YO (1972)	2007
349	EGEDA	NEGRO ES MI COLOR (1951)	2007
350	EGEDA	NEGRO ES UN BELLO COLOR (1974)	2007
351	EGEDA	NO SE MANDE PROFE (1969)	2007

EXHIBIT 7

Before the
COPYRIGHT OFFICE
LIBRARY OF CONGRESS

In the Matter of)

)
Distribution of 2000, 2001, 2002)
And 2003 Cable Royalty Funds)
_____)

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

**NOTICE REGARDING REPRESENTATION OF
BBC WORLDWIDE AMERICAS**

I am the General Counsel of BBC Worldwide Americas, Inc. I have been an employee of BBC Worldwide Americas, Inc. since December 18, 1995. On May 14, 2013, I was provided a copy of the attached document, titled "Notice Regarding Representation of BBC Worldwide, Venevision International, and Reel Funds International", a document filed by Fintage Publishing and Collections B.V. ("Fintage Publishing") and attached hereto as Exhibit A.

Allow me to clarify that BBC Worldwide Americas, Inc. has *never* entered into an agreement with Fintage Publishing for representation of the BBC's interests, or the collection of royalties attributable to the retransmission of the BBC's programming in the United States.

According to the notice filed by Fintage, Fintage attempts to assert entitlement to the BBC Worldwide catalogue vis-à-vis an agreement that Fintage ostensibly has with EGEDA, a Spanish organization, arguing that EGEDA had the authority to represent BBC Worldwide's catalogue in these proceedings, and then granted such right to Fintage Publishing.

To the best of my actual knowledge, any agreement between BBC Worldwide Limited and EGEDA would have been *exclusively* for the collection of retransmission royalties in the territory of Spain, and nowhere else. To the best of my actual knowledge, BBC Worldwide Limited did not grant EGEDA authorization to collect U.S. retransmission royalties, nor the entitlement to assign such rights to a third party such as Fintage. Moreover, and as reflected by the Fintage notice, the ostensible Fintage/EGEDA agreement was not attached thereto.

BBC Worldwide Americas, Inc. entered into an agreement with Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") on January 14, 2000 that grants IPG the right to collect U.S. cable and satellite retransmission royalties attributable to works controlled by BBC Worldwide Americas, Inc., and has cooperated with IPG in this endeavour. Such agreement controls IPG's claim to BBC programming in these 2000-2003 proceedings.

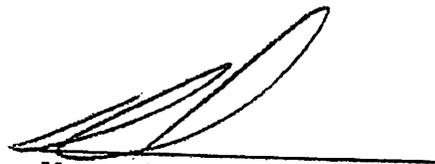
By: 

Vernon Chu
General Counsel
BBC Worldwide Americas,
Inc.

DECLARATION OF VERNON CHU

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

Executed on May 17, 2013



Vernon Chu

EXHIBIT 8

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In the Matter of)	
)	
Distribution of)	Docket No. 2012-7 CRB SD 1999-2009
1999-2009)	(Phase 2)
Satellite Royalty Funds)	
)	

In the Matter of)	
)	
Distribution of the 2004, 2005, 2006,)	Docket No. 2012-6 CRB CD 2004-
2007, 2008, and 2009 Cable Royalty)	2009 (Phase II)
Funds)	
)	

DECLARATION

I, **Heather Cochran**, 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. I am an authorized representative of the **Academy of Television Arts and Sciences**.

3. **Independent Producers Group** represents our organization for one or more calendar years applicable to the foregoing proceedings. I have reviewed the conflicting program claims appearing between my represented entity and other claimants in the above-referenced

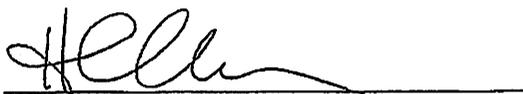
proceedings, and hereby confirm that we retain the right to make claim to the conflicting program titles.

4. The **Academy of Television Arts and Sciences** produces, distributes and owns the programs for which it makes claim in these proceedings, including but not limited to the annual “**Emmy Awards**” broadcasts from 2000-2009.

5. Royalties attributable to each of the foregoing series have been claimed by American Broadcasting Companies for 2000, Inc., CBS Broadcasting Inc. for 2001, NBC Universal, Inc. for 2002, and Content Film International for 2009.

6. At no time have any of the foregoing entities had any interest in the copyright to any “**Emmy Awards**” programming. Other than as the U.S. broadcaster of the “**Emmy Awards**”, neither ABC, CBS nor NBC, have ever had any association with such programming during 2000-2009. Other than as a non-U.S. foreign distributor of “**Emmy Awards**” programming for certain years, Content Film International has never had any association with the “**Emmy Awards**” programming. At no time have any of the foregoing entities ever been authorized to collect any retransmission royalties attributable to the programming of the **Academy of Television Arts and Sciences**.

DATED: October 13, 2014

By:  _____

Printed Name: Heather Cochran

Copyright

United States Copyright Office

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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = academy of television

Search Results: Displaying 66 of 152 entries

◀ previous next ▶

Labeled View

*The 52nd Annual Emmy Awards 2000 / directed by Louis J. Horvitz.***Type of Work:** Motion Picture**Registration Number / Date:** PA0001012152 / 2000-12-12**Title:** The 52nd Annual Emmy Awards 2000 / directed by Louis J. Horvitz.**Description:** 3 videocassettes ; 1/2 in.**Copyright Claimant:** Academy of Television Arts & Sciences (employer for hire)**Date of Creation:** 2000**Date of Publication:** 2000-09-10**Previous Registration:** Excerpts preexisting.**Basis of Claim:** New Matter: all other footage.**Names:** [Horvitz, Louis J.](#)[Academy of Television Arts & Sciences](#)

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Copyright

United States Copyright Office

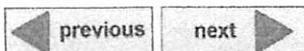
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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = academy of television

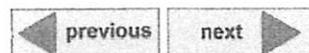
Search Results: Displaying 69 of 152 entries



Labeled View

*The 53rd annual primetime Emmy awards / directed by Louis J. Horvitz.***Type of Work:** Motion Picture**Registration Number / Date:** PA0001079988 / 2001-11-26**Application Title:** 53rd annual Emmy awards 2001.**Title:** The 53rd annual primetime Emmy awards / directed by Louis J. Horvitz.**Description:** 3 videocassettes (Betacam SP)**Copyright Claimant:** Academy of Television Arts & Sciences (employer for hire)**Date of Creation:** 2001**Date of Publication:** 2001-11-04**Previous Registration:** Clips preexisting.**Basis of Claim:** New Matter: all other footage.**Other Title:** Annual primetime Emmy awards

Annual Emmy awards 2001

Names: [Horvitz, Louis J.](#)[Academy of Television Arts & Sciences](#)**Save, Print and Email ([Help Page](#))**

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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = academy of television

Search Results: Displaying 71 of 152 entries

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Labeled View

54th annual primetime Emmy awards : 2002.

Type of Work: Motion Picture

Registration Number / Date: PA0001128231 / 2002-12-26

Application Title: 54th annual Emmy awards (2002)

Title: 54th annual primetime Emmy awards : 2002.

Description: 2 videocassettes (Digital Betacam)

Notes: Host: Conan O'Brien.

Copyright Claimant: Academy of Television Arts & Sciences

Date of Creation: 2002

Date of Publication: 2002-09-22

Authorship on Application: audiovisual work for television: Academy of Television Arts & Sciences, employer for hire.

Previous Registration: Excerpts ("clips") taken from preexisting filmed or videotaped programs.

Basis of Claim: New Matter: all other footage.

Other Title: 54th annual Emmy awards (2002)

Annual Emmy awards

Annual primetime Emmy awards

Names: [O'Brien, Conan](#)

[Academy of Television Arts & Sciences](#)

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Copyright

United States Copyright Office

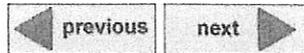
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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = academy of television

Search Results: Displaying 105 of 152 entries



Labeled View

61st Annual Primetime Emmy Awards.

Type of Work: Motion Picture

Registration Number / Date: PAu003440404 / 2010-01-20

Application Title: 61st Annual Primetime Emmy Awards 2009.

Title: 61st Annual Primetime Emmy Awards.

Description: 2 Videocassettes (Betacam SP) ; 1/2 in.

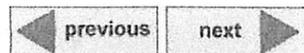
Copyright Claimant: Academy of Television Arts & Sciences. Address: 5220 Lankershim Blvd, North Hollywood, CA United States.

Date of Creation: 2009

Authorship on Application: Academy of Television Arts & Sciences, employer for hire; Domicile: United States; Citizenship: United States. Authorship: entire motion picture, Entire work other than Certain audio visual excerpts & licensed music.

Rights and Permissions: Dixon Q. Dern, Academy of Television Arts & Sciences, 1262 Devon Ave, Los Angeles, CA, 90024, United States, (310) 275-2003, (818) 509-2268, ddern@dixlaw.com

Names: [Academy of Television Arts & Sciences](#)



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EXHIBIT 10

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

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

Docket No. 2012-7 CRB SD 1999-2009
(Phase 2)

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

I, **Andre Fair**, 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. I am an authorized representative of **Willie Wilson Productions, Inc.**

3. Independent Producers Group represents our organization for one or more calendar years applicable to the foregoing proceedings. I have reviewed the conflicting program claims appearing between my represented entity and other claimants in the above-referenced proceedings, and hereby confirm that we retain the right to make claim to the conflicting program titles.

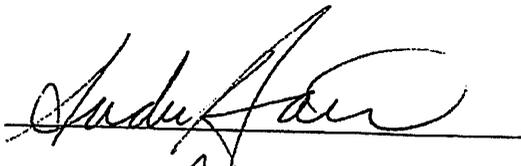
4. **Willie Wilson Productions, Inc.** produces, distributes and owns the programs for which it makes claim in these proceedings, including but not limited to the "Singsation!" broadcasts from 1999-2009.

5. Royalties attributable to "Singsation!" have been claimed by CBS Broadcasting, Inc. for 2000.

6. At no time has CBS Broadcasting, Inc. had any interest in the copyright to any "Singsation!" programming. In its 25-year history, "Singsation!" has always been syndicated, and never network broadcast. CBS Broadcasting, Inc. has never had any association with such programming, during 2000 or otherwise. At no time has CBS Broadcasting, Inc. ever been authorized to collect any retransmission royalties attributable to the programming of the **Willie Wilson Productions, Inc.**

DATED: October 14, 2014

By:



Printed Name:

Andree Fata

EXHIBIT 11

Copyright

United States Copyright Office

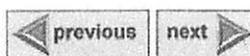
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Public Catalog

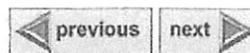
Copyright Catalog (1978 to present)

Search Request: Left Anchored Title = AFI Life Achievement Award: A Tribute to Barbra Streisand

Search Results: Displaying 1 of 1 entries



Labeled View

*AFI Life Achievement Award, a tribute to Barbra Streisand / an AFI...***Type of Work:** Motion Picture**Registration Number / Date:** PA0001079949 / 2002-04-08**Application Title:** The American Film Institute 2001 Life Achievement Award Program to Barbra Streisand.**Title:** AFI Life Achievement Award, a tribute to Barbra Streisand / an AFI production in association with Smith-Hemion Productions ; directed by Allan Karton, Gary Smith.**Description:** Videocassette (Betacam SP) ; 1/2 in.**Copyright Claimant:** American Film Institute, Inc. (employer for hire)**Date of Creation:** 2001**Date of Publication:** 2001-05-31**Previous Registration:** Preexisting material: some footage, photos, music, recordings & choreography.**Basis of Claim:** New Matter: all other cinematographic material.**Other Title:** A tribute to Barbra Streisand**Names:** [Karton, Allan](#)[Smith, Gary](#)[Streisand, Barbra](#)[Smith-Hemion Productions](#)[American Film Institute, Inc.](#)**Save, Print and Email ([Help Page](#))**Select Download Format Enter your email address: [Help](#) [Search](#) [History](#) [Titles](#) [Start Over](#)

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EXHIBIT 12



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Public Catalog

Copyright Catalog (1978 to present)
Search Request: Left Anchored Title = dragon ball z
Search Results: Displaying 90 of 129 entries

previous next

Labeled View

Dragon Ball Z : episode ti., Majin Buu-tactics.

Type of Work: Dramatic Work and Music; or Choreography
Registration Number / Date: PA0001148861 / 2003-05-23
Application Title: Dragonball Z.
Title: Dragon Ball Z : episode ti., Majin Buu-tactics.
Edition: [Uncut]
Description: Videocassette ; 1/2 in.
Notes: Animation.
Includes episodes no. 226-228.
Copyright Claimant: Toei Animation Company, Ltd.
Date of Creation: 2001
Date of Publication: 2002-03-12
Authorship on Application: English language script: Funimation Productions, Ltd., employer for hire.
Previous Registration: Japanese language television program prev. reg.
Basis of Claim: New Matter: English language script.
Other Title: Majin Buu-tactics
Dragonball Z
Names: Toei Animation Company, Ltd.
Funimation Productions, Ltd.

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EXHIBIT 7

Before the
COPYRIGHT OFFICE
LIBRARY OF CONGRESS

In the Matter of)

)
Distribution of 2000, 2001, 2002)
And 2003 Cable Royalty Funds)

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

**NOTICE REGARDING REPRESENTATION OF
BBC WORLDWIDE AMERICAS**

I am the General Counsel of BBC Worldwide Americas, Inc. I have been an employee of BBC Worldwide Americas, Inc. since December 18, 1995. On May 14, 2013, I was provided a copy of the attached document, titled "Notice Regarding Representation of BBC Worldwide, Venevision International, and Reel Funds International", a document filed by Fintage Publishing and Collections B.V. ("Fintage Publishing") and attached hereto as Exhibit A.

Allow me to clarify that BBC Worldwide Americas, Inc. has *never* entered into an agreement with Fintage Publishing for representation of the BBC's interests, or the collection of royalties attributable to the retransmission of the BBC's programming in the United States.

According to the notice filed by Fintage, Fintage attempts to assert entitlement to the BBC Worldwide catalogue vis-à-vis an agreement that Fintage ostensibly has with EGEDA, a Spanish organization, arguing that EGEDA had the authority to represent BBC Worldwide's catalogue in these proceedings, and then granted such right to Fintage Publishing.

To the best of my actual knowledge, any agreement between BBC Worldwide Limited and EGEDA would have been *exclusively* for the collection of retransmission royalties in the territory of Spain, and nowhere else. To the best of my actual knowledge, BBC Worldwide Limited did not grant EGEDA authorization to collect U.S. retransmission royalties, nor the entitlement to assign such rights to a third party such as Fintage. Moreover, and as reflected by the Fintage notice, the ostensible Fintage/EGEDA agreement was not attached thereto.

BBC Worldwide Americas, Inc. entered into an agreement with Worldwide Subsidy Group LLC dba Independent Producers Group ("IPG") on January 14, 2000 that grants IPG the right to collect U.S. cable and satellite retransmission royalties attributable to works controlled by BBC Worldwide Americas, Inc., and has cooperated with IPG in this endeavour. Such agreement controls IPG's claim to BBC programming in these 2000-2003 proceedings.

By: 

Vernon Chu
General Counsel
BBC Worldwide Americas,
Inc.

DECLARATION OF VERNON CHU

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

Executed on May 17, 2013

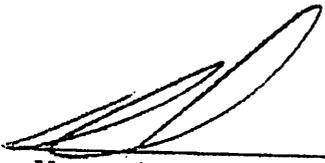

Vernon Chu

EXHIBIT 13

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In the Matter of)
)

Distribution of)
1999-2009)
Satellite Royalty Funds)
)

Docket No. 2012-7 CRB SD 1999-2009
(Phase 2)

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

I, **Tony Intelisano**, 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. I am an authorized representative of **Mark Anthony Entertainment**.

3. **Independent Producers Group** represents our organization for one or more calendar years applicable to the foregoing proceedings. I have reviewed the conflicting program claims appearing between my represented entity and other claimants in the above-referenced proceedings, and hereby confirm that we retain the right to make claim to the conflicting program titles.

4. **Mark Anthony Entertainment** produces, distributes and owns the programs for which it makes claim in these proceedings, including being the distributor of "Main Floor".

5. Royalties attributable to the foregoing series have been claimed by American Broadcasting Companies, Inc. for 2001 and 2002.

6. At no time did American Broadcasting Companies, Inc. have any interest in or association with "Main Floor", which program was syndicated during 2001 and 2002, and was never broadcast via the ABC network. At no time has American Broadcasting Companies, Inc. ever been authorized to collect any retransmission royalties attributable to the programming of the **Mark Anthony Entertainment**.

DATED: October 13, 2014

By: Tony Intelisano

Printed Name: TONY INTELISANO

EXHIBIT 14



United States Copyright Office

Help

Search

History

Titles

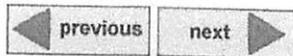
Start Over

Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Title = beast wars

Search Results: Displaying 12 of 78 entries



Labeled View

Beast wars; Episodes 40-52 inclusive. By Beast Wars III Productions, Inc.

Type of Work: Recorded Document

Document Number: V3427D504

Date of Recordation: 1999-01-11

Entire Copyright Document: V3427 D504 P1-4

Date of Execution: as of 30Oct98; 23Nov98

Title: Beast wars; animated television series / Episodes 40-52 inclusive. By Beast Wars III Productions, Inc.

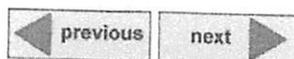
Notes: Mortgage of distribution rights and assignment; power of attorney.

Party 1: Mainframe Entertainment, Inc.

Party 2: Royal Bank of Canada.

Names: Mainframe Entertainment, Inc.

Royal Bank of Canada.



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Copyright

United States Copyright Office

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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Title = beast wars

Search Results: Displaying 16 of 78 entries

[◀ previous](#) [next ▶](#)

Labeled View

Fallen comrades / written by Bob Forward.

Type of Work: Dramatic Work and Music; or Choreography

Registration Number / Date: PAu002257574 / 1997-12-22

Title: Fallen comrades / written by Bob Forward.

Edition: Final draft, 3/13/96.

Description: 24 p.

Series: Beast wars ; BW007

Notes: Screenplay.

Copyright Claimant: Mainframe Entertainment, Inc. (employer for hire)

Date of Creation: 1996

Other Title: Beast wars ; BW007

Names: Forward, Bob

Mainframe Entertainment, Inc.

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EXHIBIT 15

Copyright
 United States Copyright Office

Help Search History Titles Start Over

Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = worldwide pants

Search Results: Displaying 3376 of 8321 entries

◀ previous next ▶

Labeled View

Late show with David Letterman : no. 1386 / directed by Jerry Foley.

Type of Work: Motion Picture

Registration Number / Date: PA0000982548 / 2000-05-01

Title: Late show with David Letterman : no. 1386 / directed by Jerry Foley.

Description: Videocassette ; 3/4 in.

Copyright Claimant: Worldwide Pants, Inc. (employer for hire)

Date of Creation: 2000

Date of Publication: 2000-04-12

Variant title: Late show with David Letterman : no. 1386

Names: Foley, Jerry

Worldwide Pants, Inc.

◀ previous next ▶

Save, Print and Email (Help Page)	
Select Download Format	Full Record <input type="button" value="v"/> Format for Print/Save
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Copyright
United States Copyright Office

Help Search History Titles Start Over

Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = worldwide pants

Search Results: Displaying 786 of 8321 entries

◀ previous next ▶

Labeled View

The late, late show with Craig Kilborn : no. 0166.

Type of Work: Motion Picture

Registration Number / Date: PA0000983004 / 2000-05-30

Title: The late, late show with Craig Kilborn : no. 0166.

Description: Videocassette ; 3/4 in.

Copyright Claimant: Worldwide Pants, Inc.

Date of Creation: 2000

Date of Publication: 2000-01-04

Variant title: The late, late show with Craig Kilborn : no. 0166

Names: Worldwide Pants, Inc.

◀ previous next ▶

Save, Print and Email (Help Page)	
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Copyright

United States Copyright Office

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[Start Over](#)

Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = worldwide pants

Search Results: Displaying 266 of 8321 entries

[◀ previous](#) [next ▶](#)

Labeled View

The late late show with Craig Ferguson.

Type of Work: Motion Picture

Registration Number / Date: PA0001257941 / 2005-08-11

Title: The late late show with Craig Ferguson.

Description: Videocassette (Betacam SP) ; 1/2 in.

Copyright Claimant: Worldwide Pants, Inc.

Date of Creation: 2005

Date of Publication: 2005-05-12

Authorship on Application: Worldwide Pants, Inc., employer for hire.

Names: Worldwide Pants, Inc.

[◀ previous](#) [next ▶](#)

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Select Download Format	Full Record <input type="button" value="v"/> Format for Print/Save
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EXHIBIT 16



Help Search History Titles Start Over

Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = martha stewart living omnimedia

Search Results: Displaying 207 of 396 entries

previous next

Labeled View

Martha Stewart living & 6 other titles;

Type of Work: Recorded Document

Document Number: V3526D298

Date of Recordation: 2005-06-15

Entire Copyright Document: V3526 D298 P1-10

Date of Execution: as of 15Mar05; 27Apr05

Title: Martha Stewart living & 6 other titles; television programming.

Notes: Collateral assignment of copyrights. Exhibit C recorded at request of sender.

Party 1: Martha Stewart Living Omnimedia, Inc.

Party 2: Warner Home Video, Inc.

Links: [List of Titles](#)

Names: [Martha Stewart Living Omnimedia, Inc.](#)

[Warner Home Video, Inc.](#)

previous next

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Select Download Format	Full Record <input type="button" value="Format for Print/Save"/>
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EXHIBIT 17

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

_____)	
In the Matter of)	
)	
Distribution of)	Docket No. 2012-7 CRB SD 1999-2009
1999-2009)	(Phase 2)
Satellite Royalty Funds)	
_____)	
In the Matter of)	
)	
Distribution of the 2004, 2005, 2006,)	Docket No. 2012-6 CRB CD 2004-
2007, 2008, and 2009 Cable Royalty)	2009 (Phase II)
Funds)	
_____)	

DECLARATION

I, **John Cosgrove**, 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. I am an authorized representative of **Cosgrove Meurer Productions**.

3. Independent Producers Group represents our organization for one or more calendar years applicable to the foregoing proceedings. I have reviewed the conflicting program claims appearing between my represented entity and other claimants in the above-referenced proceedings, and hereby confirm that we retain the right to make claim to the conflicting program titles.

4. Cosgrove Meurer Productions produced, owns ^{JC} and ~~distributes~~ the programs "Victim of Love", "Yesterday's Children", and "Presumed Guilty". I am personally unfamiliar with any organizations named Allied Communications, Equator Films Ltd., or West Side Studios, Inc., each of which have made claim for our programming. I have no understanding as to why CBS Broadcasting, Inc. would make claim for "Yesterday's Children". At no time have I authorized such entities to make claim on behalf of Cosgrove Meurer Productions for our programming.

DATED: October 9, 2014

By: John Cosgrove

Printed Name: John Cosgrove

CEO
Cosgrove/Meurer Productions, Inc

EXHIBIT 18

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

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

Docket No. 2012-7 CRB SD 1999-2009
(Phase 2)

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

I, **Rodney Jacobs**, 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. I am an authorized representative of **Freewheelin' Films and New Visions Syndication**.

3. **Independent Producers Group** represents our organization for one or more calendar years applicable to the foregoing proceedings. I have reviewed the conflicting program claims appearing between my represented entity and other claimants in the above-referenced

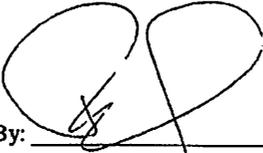
proceedings, and hereby confirm that we retain the right to make claim to the conflicting program titles.

4. **Freewheelin' Films and New Visions Syndication** produce and distribute the claimed programs. Certain of the conflicting programming titles might be explainable by a similarity of name. Notwithstanding, most are not.

For example, our company owns "Game for Anything: The Strength of Women", and attached hereto is a flyer that we distribute at trade shows, etc., in connection with the distribution thereof. I am unaware of why royalties for such programming would be accorded to American Broadcasting Companies, Inc., as they are neither a producer, owner, or distributor of such program.

Other programs claimed by our company that are claimed by third parties include "Inside the Ropes at the Open Championship", "Inside the Ropes... Playing the Bob Hope Chrysler Classic", "Countdown to Daytona", and "Mountain Top Ski & Snowboarding", for which our claim is further corroborated by the attached program flyers that we distribute. I am also unaware on what basis such program royalties would be accorded to American Broadcasting Companies, Inc., the U.S. Ski and Snowboard Association, Vans, Inc., or the PGA Tour, Inc., as such entities are neither producers, owners, or distributors of such programs.

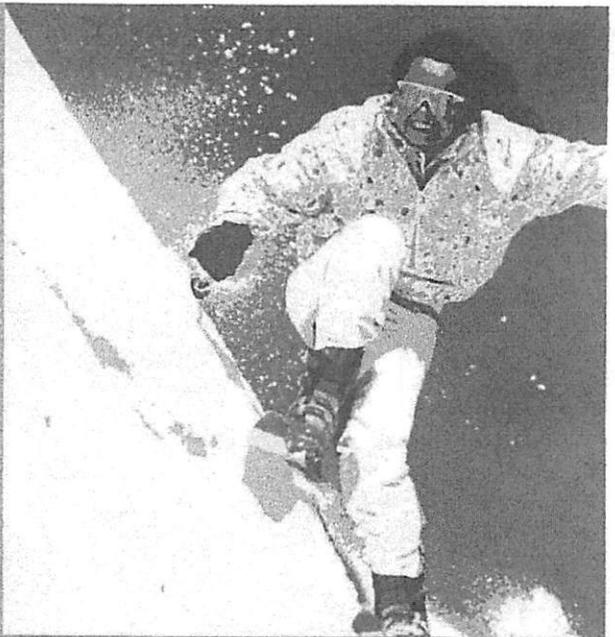
DATED: October 13th, 2014

By: 
Printed Name: RODNEY JACOBS

The MOUNTAIN TOP SERIES

04/05

SKI &



SNOWBOARD



TWELVE, winter-related, action-packed & lifestyle/travel, OTO specials.

Window runs
September 1, 2004 – May 1, 2005
and flexibility is provided to stations to pick & choose the number of titles each wishes to carry.



- 2004 NORTH AMERICAN FREESKIING CHAMPIONSHIPS
- A GUIDES VIEW
- ALTAI
- AMERICAN SKI CLASSIC
- CHAMONIX - THE CRADLE of ALPINISM
- FREERIDE...NORTHERN IDAHO
- HIGH LIFE
- MEDLEY of SKI TRAVELS
- MEDLEY TRAVELS ON
- POWER of FOUR
- SNOWWATER ADVENTURE
- WILD WORLD of WINTER

The MOUNTAIN TOP SERIES 04/05 & SKI & SNOWBOARD

TWELVE, winter-related, action-packed & lifestyle/travel, OTG specials.

Airing window runs

September 1, 2004 – May 1, 2005

and flexibility is provided to stations to pick & choose the number of titles each wishes to carry.

Presented By:



ASPEN & SNOWMASS

1. 2004 NORTH AMERICAN FREESKIING CHAMPIONSHIPS: (1 hour)

As the final stop on both the Freeskiing World Tour and the US Skiercross Series, the North American Championships features the disciplines of Big Mountain Freeskiing and Skiercross. It's the ultimate challenge to skiers and draws the top men & women from around the World including Europe, Japan, Canada, the U.S. and New Zealand.

2. A GUIDES VIEW: (1/2 hour)

This is a "backstage pass" into the world of Canadian Mountain Holidays' (CMH) Heli-Skiing operation. Experience the beauty & exhilaration of Canada's oldest adventure travel company and through the eyes of its guides experience a profession that stresses "respect and awe."

3. ALTAI: (1/2 hour)

Follow the ski-mountaineering expedition of Mt. Belukha in Southern Siberia's Altai Mountains. Legendary ski icon Scot Schmidt and a team of ski mountaineers withstand extreme sub-freezing temperatures with their Russian guides to tackle its summit, and watch Frederic Jakobi claim the first snowboard descent of its peak.

4. AMERICAN SKI CLASSIC: (1 hour) (Available beginning January 3, 2005)

"According to alpine racing legend Billy Kidd, the Countrywide American Ski Classic is one of the best events in the world of skiing" and holds the title as "largest and most long-standing pro - celebrity ski event in the world." This one-hour TV special captures the enthusiasm and excitement as legends of skiing, celebrities and leaders in politics, sports & business compete in head-to-head racing on Vail Mountain's spectacular slopes all in the name of fun, camaraderie and charity.

5. CHAMONIX - THE CRADLE of ALPINISM: (1/2 hour)

The history of mountain culture has its roots in the Chamonix Valley of France. This exciting episode tells the story of a culture - its history from the first summit of Mont Blanc through the evolution of mountain sports and the rugged individuals that thrive in its valley.

6. FREERIDE...NORTHERN IDAHO: (1/2 hour)

We take you to beautiful Schweitzer Mountain Resort in Sandpoint, Idaho... where freeriding reigns supreme and hitting the backcountry is as easy as getting off the lift. We'll venture north to the Canadian Rockies with Glen Plake, Scot Schmitt and Mike Hattrup... the skiing legends of the 80's as they reunite for the first time since their glory days. And with two World Championship Ski racing titles under his belt, Sandpoint local, Reidar Wahl, now has a new inspiration.

7. HIGH LIFE: (1/2 hour)

Teton Gravity Research presents a ski & snowboard movie that challenges the hype and dares you to see what freeskiing & snowboarding has become. Shot in locations such as Switzerland, France, Italy, British Columbia, Alaska, Wyoming, California, Oregon & Colorado and ranked as 2004 Movie of the Year, *HIGH LIFE* documents the very best in riding & culture. It also features the newest talents which continue their full throttle emergence, while the big guns show the best in fusion progression.

8. MEDLEY of SKI TRAVELS: (1/2 hour)

As one of the most popular titles each year, *Medley...* is back again to reveal some of the "winter-wonderland" corners of North America.

9. MEDLEY TRAVELS ON: (1/2 hour)

Because of its popularity and uniqueness, New Visions Syndication has taken to the road again to reveal more of North America's skiing & snowboarding vacation hot-spots.

10. POWER of FOUR: (1/2 hour)

Learn why this mountain resort has always been and still remains one of the world's premiere winter destinations. The harmonic convergence of sport, culture, mountains, and beauty proves its global reputation, and experience first-hand why vacationers travel to Aspen/Snowmass again and again.



11. SNOWWATER

ADVENTURE: (1/2 hour)

Come with us to the majestic Kootenai Mountains in British Columbia. Snowwater Heli and Cat Skiing is known for getting huge dumps of the world's finest powder. We'll ski with one of the most famous Canadian extreme skiers, Eric Pehota and one of Canada's newest freeskiers, Dan "Big Air" Treadway. And we'll fly high with four-time World Freestyle Champion Nico Fontaine.

12. WILD WORLD

of WINTER: (1/2 hour)

Join Dan Egan and the entire *Wild World of Winter* Gang as they capture the life style and spirit of winter sports as only they can. The Gang is led by Extreme Skier & Pioneer Dan Egan joined by XGame Gold Medal Winner Mike Nick, Big Mountain Free Skier Asia Magriby, Family Fun Activist Lizzy Manganello and Extreme Skiing Legend John Egan.

NEW VISIONS
SYNDICATION, INC.

Colorado Office:
44895 Highway 82
Aspen, CO 81611
Phone: 970/925-2640
Fax: 970/925-9369

California Office:
1011 Brioso Drive, Suite 101
Costa Mesa, CA 92627
Phone: 949/515-5430
Fax: 949/515-5437

E-mail:
kayla@newvisionsyndication.com

Web-Site:
www.newvisionsyndication.com

The Mountain Top SKI &

SNOWBOARD

Series

03/04

The Adventure of a Lifetime...
The Canadian Freeskiing Championships
Freeride Adventure
The 2003-2004 Medley of Ski Travels
The Prophecy
Rip Curl Mountain Challenge
Ski TV Signature Series - Tanner Hall
Ski TV Signature Series - Steele Spence
Snow FX II
2003 US Extreme Boarderfest
2003 US Extreme Freeskiing Championship
XSTV...Ice Edition IV
Freeride Magazine II

Thirteen, winter-related, action-packed & lifestyle/travel, DTD specials. Window runs September 1, 2003 - May 1, 2004 and flexibility is provided to stations to pick & choose the number of titles each wishes to carry.

The Mountain Top SKI & SNOWBOARD Series 03/04

Presented By:



ASPEN SNOWMASS



The Adventure of a Lifetime...Aspen/Snowmass, Colorado: (1/2 hour) (Window exception-Available October 1, 2003 – May 1, 2004)

Learn why this mountain resort has always been and still remains one of the world's premiere winter destinations. The harmonic convergence of sport, culture, mountains and beauty proves its global reputation. Experience first-hand why vacationers travel to Aspen/Snowmass again and again.

The Canadian Freeskiing Championships: (1 hour) The top skiers from around the world gather each year in Whistler, B.C., for Canada's most important freeskiing event and the year's first major title in *Big Mountain Freeskiing*, formerly known as *Extreme Skiing*. In this discipline, athletes are given a large area in which to choose their own line and while trying to impress the judges, the participants are rewarded for their *aggressiveness, skill and creativity*.

Freeride Adventure: (1/2 hour) Hosted from the Schweitzer Mountain Resort near Sandpoint, ID, this action-packed half-hour transports you to the breathtaking travels of backcountry and heli-skiing. We'll take you to Selkirk Tangiers where powder is king and profile Matt Chojnacki, world record holder in freestyle aerials. And, whatever happened to Bridget Mead, the Kiwi who trained in the northwest and took a horrific fall down a steep cliff at the Alaska World Extreme Championship. We'll catch up with her on her family's sheep farm in New Zealand.

The 2003/2004 Medley of Ski Travels: (1/2 hour) This lifestyle/travel program features a number of world-class resorts including Selkirk Tangiers of B.C., Sun Valley, ID, and Telluride, CO. In addition, a special segment has been added to the roster which introduces the Disabled American Veterans Winter Clinic held each year in Snowmass, CO. This clinic provides rehabilitation by instructing severely disabled veterans in adaptive Alpine and Nordic skiing. This is a special your viewers won't want to miss!

The Prophecy: (1/2 hour) Teton Gravity Research's latest film takes a glimpse into the future of snowriding. The disciplines of *big mountain* and *jib* fuse together to begin the next major phase in its progression. Filmed on location in Slovakia, Alaska, Bella Coola, Andorra, Wyoming, California, Utah and Oregon. The Prophecy has also been recognized for its production value including Finalist 2002 Banff Mountain Film Festival, selected to travel with the Banff Mountain Film Festival Tour, nominated for *Best Film of the Year* by X-Dance Film Festival and nominated for *Movie of the Year* by 2002 Powder Magazine Video Awards, just to name a few.

Rip Curl Mountain Challenge: (1 hour) The final stop on the IFSA Freeskiing World Tour takes place on the amazing mountains of Les Arcs, France. The finals draw the strongest from Europe, Canada, Japan, New Zealand and the U.S. all battling for the title of World Champion. In the disciplines of *Big Mountain Freeskiing* and *Skiercross*, competition is fierce in this season closer.

Ski TV Signature Series – Steele Spence: (1/2 hour) Four years ago, a young 16 year-old stole the show in an independent ski film called *Unknown*. Ski TV brings you this exposé on the life of this popular Aspen/Snowmass, CO, native Steel Spence

Ski TV Signature Series – Tanner Hall: (1/2 hour) Tanner Hall burst on the Freeskiing scene as a 16 year-old with a new urban attitude and the talent to back it up. After three years, this 19 year old is more like a seasoned veteran than his age would suggest. He still regularly wins almost every competition he enters and has become the most recognized freeskiier to date. This is Tanner Hall's signature story.

Snow FX II: (1/2 hour) There's a new sport in town and they call it *Mobile Sno-Cross Racing*. This special takes snowmobile competition to a new level. Riders race razor sharp carbide skis, and at 90 mph, launch into orbit off mogul obstacles. It's an extreme special you won't want to miss. Snow FX II will also feature some in-depth interviews and some incredible competition from Canterbury Downs for the World ISOC Championships.

2003 US Extreme Boarderfest: (1/2 hour) Five days of extreme snowboarding action from the world famous, double black diamond terrain of Crested Butte, CO, and featuring the "best of the best" snow riders in the world!! Take a rope side seat and watch as these riders compete in *Boarder Cross*, *Big Air* and *Extreme Big Mountain*.

The 2003 US Extreme Freeskiing Championships: (1/2 hour) The Extreme Freeskiing movement all began in 1992 in Crested Butte, CO, where the best extreme skiers from around the world competed on the famed double black diamond terrain. Now considered the oldest *Big Mountain Extreme Freeskiing* event, this five day competition still symbolizes a proving ground for skiers wanting to make a name for themselves.

XSTV...Ice Edition IV: (1/2 hour) With three Emmy nominations under their belt with XSTV...Ice Edition III, Fredrick's Entertainment goes back to Mammoth Mtn., CA, and captures more of the exclusive extreme action sport of *Ski-Boarding*, (the in-line of the snow). Also in this episode, the XSTV... crew travels to Switzerland for Board-Aid. It's an XSTV free ride session from the Alps.

Freeride Magazine II: (1/2 hour) Hosted from The Canyons in beautiful Park City, UT, Freeride Magazine II highlights profiles with world class big mountain rider, Jeremy Nobis and "new school" skier & national junior champion, Anthony Baronowski. Also, tag along with a group of all-women heli-skiers and witness the sport of *Ski Joring* where cowboys, horses and skiers compete in a rodeo ring in Red Lodge, Mt.

For more information contact...

NEW VISIONS
SYNDICATION, INC

Colorado Office:

44895 Highway 82
Aspen, CO 81611
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Fax: 970/925-9369

California Office:

1011 Brioso Drive, Suite 101
Costa Mesa, CA 92627
Phone: 949/515-5430
Fax: 949/515-5437

E-mail: kayla@newvisionssyndication.com Web-Site: www.newvisionssyndication.com

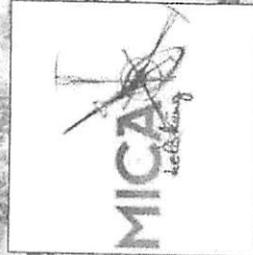
THE 2011 / 2012 MOUNTAIN TOP SKI & SNOWBOARD SERIES

CELEBRATING 22 YEARS OF DISTRIBUTING THE BEST IN SKI, SNOWBOARD
& WINTER-RELATED, LIFESTYLE / TRAVEL ENTERTAINMENT

AIRING WINDOW RUNS

SEPTEMBER 15, 2011 – MAY 1, 2012

SPONSORED BY:



ASPEN & SNOWMASS.

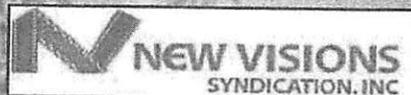


THE 2011/2012 MOUNTAIN TOP SKI & SNOWBOARD SERIES

ALL TITLES ARE 30 MINUTES IN LENGTH, 50/50 BARTER SPLIT & MEET FCC REQUIREMENTS FOR CLOSED CAPTIONING.

1. **BACKYARDS**: In every great resort town there are locals who have dedicated their lives to making some of the most beautiful places in the world their own...backyards. This special focuses on these people & their intriguing lifestyles. Blending together documentary-style storytelling and beautifully captured action, *Backyards* gives the audience an insiders tour of Alta/Snowbird, UT, Jackson Hole, WY & Aspen, CO.
2. **THE BALANCE OF POWDER**: This ½ hour is a visual exploration of the contrast between life in the big city and a pure mountain experience. Follow a group of skiers & boarders as they escape the urban rat-race to pursue the ultimate powder adventure in the majestic B.C. Rockies.
3. **DEEPER**: From the award winning producers at Teton Gravity Research comes the most progressive big mountain snowboarding film to date. Follow Jeremy Jones and other top freeriders as they face the biggest challenges ever encountered in snowboarding including all night hikes, sleeping on peaks with 20 below temperatures, 10 day storms, and 20 mile days. *Deeper* puts the viewer in the athletes' boots, from the trials & tribulations of life to mind-boggling, snowboarding action.
4. **EMPIRE BUILDER...SKIING BY RAIL IN THE PACIFIC NW**: Join legendary, extreme skiing pioneer Scot Schmidt and the Backcountry TV crew as they "harvest" turns from Crystal Mountain to Whitefish Resort on the Amtrak line known as the "Empire Builder."
5. **LIGHT THE WICK**: Sparking the flame & watching the world's best athletes blast off is the theme of this jaw-dropping ½ hour. This time, TGR traveled around the globe to experience uncharted destinations as well as their favorite stomping grounds including Croatia, Italy, British Columbia & Petersburg, AK.
6. **NO BOUNDARIES**: Join this posse of riders as they travel to four unique locations (Sun Valley, Central Washington, White Grizzly & Fernie, B.C., Canada) and discover that when it comes to powder, there are no limits...no boarders...and no boundaries!
7. **THE POWDER TRIANGLE**: The interior ranges of British Columbia are home to six different mountain ranges, which get hammered by legendary light & deep snowfalls. Deep powder skiing has a way of getting under your skin, so, come along as we take full advantage of *The Powder Triangle!*

**EXCLUSIVELY
DISTRIBUTED BY:**



44895 HWY 82, ASPEN, CO 81611

FOR MORE INFORMATION, PLEASE CONTACT:

KAYLA HOFFMAN-COOK, SR. VICE PRESIDENT
PHONE: 970/366-2312 OR EMAIL: [KAYLA@TGR.COM](mailto:kayla@tgr.com)

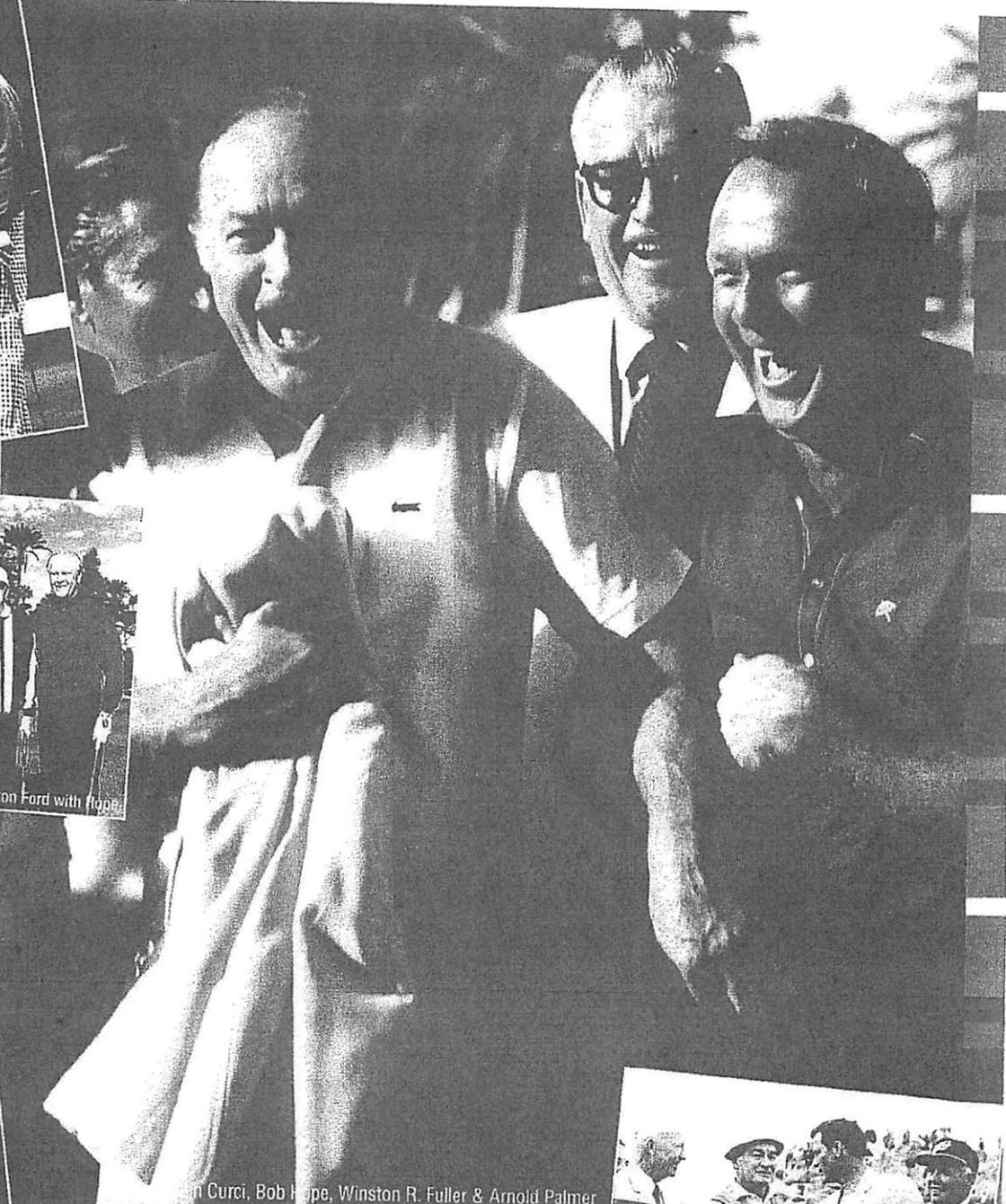


Inside the Ropes...

Playing the BOB HOPE CHRYSLER CLASSIC



Nicklaus and Hope



Presidents Bush, Clinton Ford with Hope



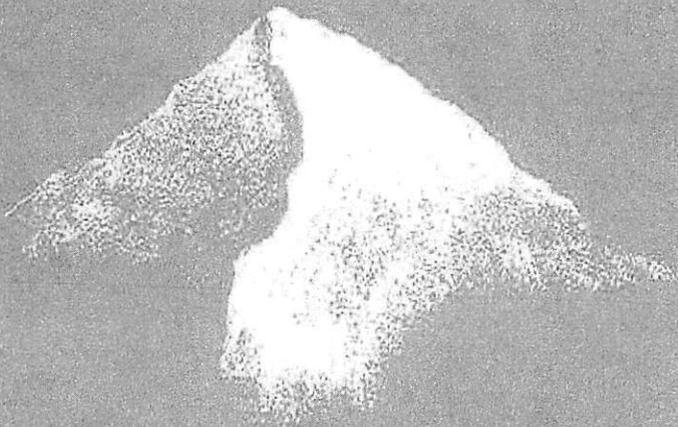
Sinatra and Hope

Curci, Bob Hope, Winston R. Fuller & Arnold Palmer



President Eisenhower, Hope, Doug Sanders & Dezi Arnaz

Your "backstage pass" to celebrity golf.



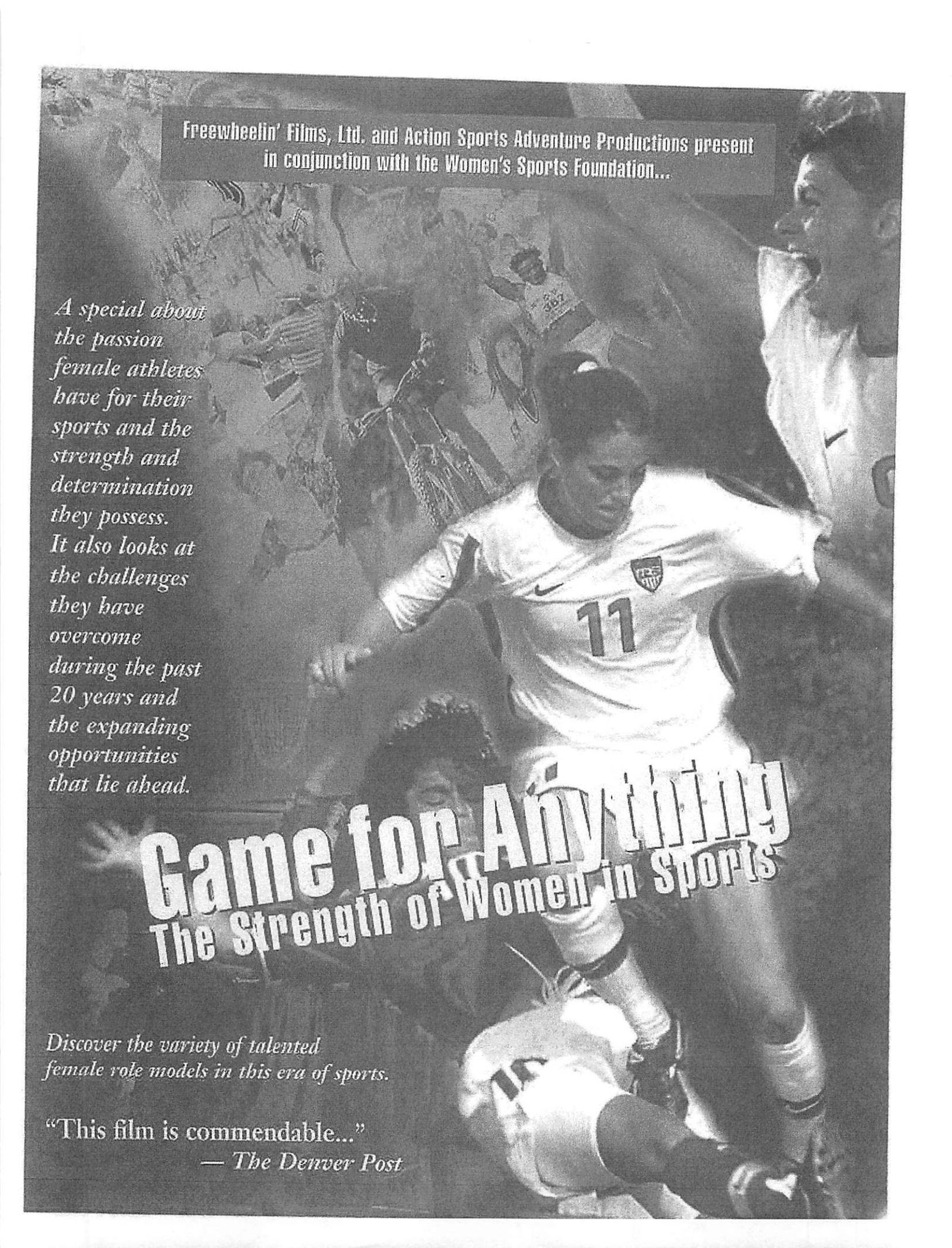
Colorado...

Picture Perfect

A HALF-HOUR TELEVISION SPECIAL

JOHN DENVER hosts this exhilarating half-hour special that follows three exceptional American photojournalists and their quest for the one perfect shot of Colorado in winter. Traveling to the state's most prestigious resorts, the trio capture on film the magnificence of the Rocky Mountains - its spirit, its history, and its seemingly endless array of sports.

Directed by Rodney H. Jacobs
Produced by Jack Brendlinger
A Production of Freewheelin' Films, Ltd. • Aspen, Colorado
Distributed Internationally by New Visions, Inc. • Aspen, Colorado



Freewheelin' Films, Ltd. and Action Sports Adventure Productions present
in conjunction with the Women's Sports Foundation...

*A special about
the passion
female athletes
have for their
sports and the
strength and
determination
they possess.
It also looks at
the challenges
they have
overcome
during the past
20 years and
the expanding
opportunities
that lie ahead.*

Game for Anything **The Strength of Women in Sports**

*Discover the variety of talented
female role models in this era of sports.*

*"This film is commendable..."
— The Denver Post*

EXHIBIT 19

Before the
COPYRIGHT OFFICE
LIBRARY OF CONGRESS

_____)	
In the Matter of)	
)	
Distribution of 2000, 2001, 2002)	Docket No. 2008-2 CRB CD 2000-2003
And 2003 Cable Royalty Funds)	(Phase II)
_____)	

**NOTICE REGARDING PROGRAMMING OF
WATERCOURSE ROAD PRODUCTIONS LLC**

My name is Tom Moyer, and I am an independent motion picture and television producer. From 1998 until the present, I have been the principal of Watercourse Road Productions LLC. Watercourse Road Productions was the producer of a children's television program entitled "Critter Gitters".

Original production of "Critter Gitters" occurred from 1996 until 2002; however the program remains in syndication to this day. "Critter Gitters" was produced for six (6) seasons, and resulted in the production and distribution of 65 episodes.

"Critter Gitters" was initially distributed by a third-party syndication company, Litton Syndication during the 1996-1997 broadcast season, but after one season Watercourse Road Productions assumed this function, and self-distributed the program.

For purposes of clarification, no party other than Watercourse Road Productions is entitled to make claim for 2000-2003 cable retransmission royalties other than Watercourse Road Productions. I would consider any attempt by any third party to make claim for our programming

royalties to be a fraudulent act, as no party other than Watercourse Road Productions has ever been the copyright owner of "Critter Gitters", and from 2000-2003 no party other than Watercourse Road Productions syndicated or distributed "Critter Gitters".

Respectfully submitted,

By 

Tom Moyer

June 2, 2013

DECLARATION OF TOM MOYER

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

Executed on June 2, 2013



Tom Moyer

CERTIFICATE OF SERVICE

I hereby certify that on this 2 day of June, 2013, a copy of the foregoing was sent by regular mail to the parties listed on the attached Service List.



INDEPENDENT PRODUCERS GROUP

Brian D. Boydston, Esq.
PICK & BOYDSTON, LLP
10786 Le Conte Ave.
Los Angeles, California 90024

MPAA REPRESENTED PROGRAM SUPPLIERS

Gregory O. Olaniran, Esq.
Lucy Holmes Plovnick Esq.
Mitchell, Silberberg & Knupp LLP
1818 N Street, N.W., 8th Floor
Washington, D.C. 20036

EXHIBIT 20

Representation Agreement

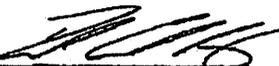
The following shall set forth the agreement between Worldwide Subsidy Group ("Agent") and Litton Syndications, Inc. ("Principal"), dated as of May 29, 1998.

1. **Authorization:** Principal hereby grants and assigns Agent during the Term the right to apply for and collect any and all monies (the "Distribution Proceeds") distributed by audiovisual copyright collection societies (governmental and government-authorized entities, including but not limited to the U.S. Copyright Arbitration Royalty Panel) throughout the world (e.g., blank videocassette levies, cable/satellite retransmission levies, etc.) for the audiovisual works owned and/or distributed by Principal listed on the attached schedule of programs (the "Programs").
2. **Term:** Unless earlier terminated due to the material breach of this agreement, 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 Agent of additional Programs owned and/or distributed by Principal for which Principal retains the right to collect the Distribution Proceeds. Promptly following Agent's request therefor, Principal shall provide Agent pertinent information regarding the Programs that will assist at no cost to Principal 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 Agent, and at no cost to Principal, Principal shall provide Agent any and all non-confidential documents relating to the distribution of Programs in a territory.
4. **Agent's Commission:** In consideration of the foregoing, Agent shall be entitled to retain twenty-five percent (25%) of the Distribution Proceeds received by Agent. Agent makes no representation as to the existence or amount of Distribution Proceeds. Agent shall be entitled to the foregoing commission upon any Distribution Proceeds applicable to the Term or prior to the Term, irrespective of when such Distribution Proceeds are payable.
5. **Accounting and Payments:** Amounts due Principal shall be held in trust by Agent for Principal's benefit. 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. Upon reasonable notice, Principal shall be entitled to inspect the books and records of Agent 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 rendered hereunder two (2) years following Principal's receipt of such statement. All statements rendered hereunder shall be deemed approved and subject to no further claim by Agent unless objection thereto is made within thirty (30) months following Principal's receipt of such statement.
6. **Confidentiality:** Principal and Agent 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. Agent agrees that Agent shall not reveal to any third party not engaged by Agent, or a participating party in Principal's income enabled to receive such information, any of the Distribution Information provided to Agent hereunder.
7. **Representations and Warranties:** Principal warrants that to the best of Principal's knowledge Principal has the right to collect the Distribution Proceeds to Program, and has not previously conveyed the right to collect the Distribution Proceeds to any third party.
8. **Notices:** Notices hereunder shall be in writing, and be deemed effective when received. Notices to Agent shall be to Worldwide Subudy Group, 9903 Santa Monica Blvd, Ste 655, Beverly Hills, California 90212. Notices to Principal shall be to Litton Synthesis, Inc., 2213 Middle St., 2nd Floor, Sullivan's Island, South Carolina 29432.
9. **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.
10. **Miscellaneous:** Agent shall register the Programs with all collection societies, shall diligently pursue collections therefrom, and shall exercise commercially reasonable efforts to verify the accuracy of monies received therefrom. Agent shall absorb all of Agent's expenses out of Agent's Commission and shall not charge any expenses to Principal.
11. **Enforceability:** Neither party shall be deemed in breach of this agreement unless and until written notice has been provided detailing such party's failure to abide by a provision of this agreement and such party has failed to cure such failure within a commercially reasonable period of time.

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

Worldwide Subsidy Group ("Agent")

By: 
An Authorized Signatory

Litten Syndications, Inc. ("Principal")

By: 
An Authorized Signatory

Schedule of Programs

Jack Hanna's Animal Adventures

Algo's Factory

Dream Big

Mom-USA

Nprint

Harvey Perick's Private Golf Lessons

The sports Bar

Dramatic Moments in Black Sports History

The Sophisticated Gents

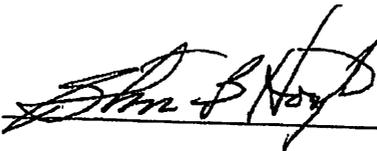
Critter Gitters (until 6/15/99)

Bloopy's Buddies

EXHIBIT 21

4. Global Response LLC produced and distributed the program "Jaw Droppers", and is the owner thereof. The conflicting claimant to this program is identified as Hawthorne Communications. I am personally familiar with such organization, and can confirm that they were paid for their production services but were not the owner of the programming, which was an infomercial distributed by Global Response LLC.

DATED: October 13, 2014

By: 

Printed Name: STEVEN B. HOYLE

EXHIBIT 22

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

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

Docket No. 2012-7 CRB SD 1999-2009
(Phase 2)

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

I, **Maureen Millen**, 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. 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. I am an authorized representative of **IWV Media Group, Inc.** and/or control all its assets.

3. Independent Producers Group represents our organization for one or more calendar years applicable to the foregoing proceedings. I have reviewed the conflicting program claims appearing between my represented entity and other claimants in the above-referenced

MM
10-13-2014

proceedings, and hereby confirm that we retain the right to make claim to the conflicting program titles.

4. IWV Media Group, Inc. produced, distributed and owns the programs for which it makes claim in these proceedings, including but not limited to the "Healthy Living" and "Healthy Living: Mysteries of the Mind" series.

5. Royalties attributable to each of the foregoing series have been claimed by a Transworld International. At no time has Transworld International ever had any interest in the foregoing programs, either as a producer, distributor, or owner. At no time has Transworld International ever been authorized to collect any retransmission royalties attributable to the programming of IWV Media Group, Inc.

6. In fact, IWV Media Group, Inc. was previously required to forward a "cease and desist" letter to Transworld International who sought to distribute the programming of IWV Media Group, Inc. online.

DATED: October 13, 2014

By: Maureen Millen 10/13/2014
Printed Name: Maureen Millen

EXHIBIT 23

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In the Matter of)
)
)

Distribution of)
1999-2009)
Satellite Royalty Funds)
)

Docket No. 2012-7 CRB SD 1999-2009
(Phase 2)

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

I, **Jonathan Plowman**, 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. I am an authorized representative of **Questar, Inc.**.
3. Independent Producers Group represents our organization for one or more calendar years applicable to the foregoing proceedings. I have reviewed the conflicting program claims appearing between my represented entity and other claimants in the above-referenced

proceedings, and hereby confirm that we retain the right to make claim to the conflicting program titles.

4. Questar, Inc. is the owner and distributor of the program "It's a Miracle". I am personally unfamiliar with any organization named "DTG Communications". At no time has our organization authorized such entity to make claim on behalf of Questar, Inc. for our programming.

DATED: October __, 2014

By: 

Printed Name: Jonathan Plowman

EXHIBIT 24

Representation Agreement

The following shall set forth the agreement between Fintage/WSG ("FW"), on the one hand, and Televisa, S.A. de C.V., Videocine, S.A. de C.V., and Telecine, S.A. de C.V. ("Principal"), dated as of May 10, 2001.

1. Authorization: Principal hereby grants and assigns FW the right 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) for all audiovisual works owned and/or distributed by Principal (the "Programs"). Monies received by FW 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 two (2) years.
3. Distribution Information: Principal will promptly inform FW of additional Programs owned and/or distributed by Principal. Promptly following FW's request therefor, Principal shall provide FW 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.
4. Compensation to Principal/FW: In consideration of the foregoing, FW shall remit to Principal eighty percent (80%) of the Distribution Proceeds. FW makes no representation as to the existence or amount of Distribution Proceeds. FW agrees and acknowledges that FW will not be entitled to any further compensation and shall be solely responsible for any expenses associated with the collection of the Distribution Proceeds, including but not limited to travel expenses, hotel bills, legal fees, etc.
5. Accounting and Payments: FW 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. Upon prior notice of no less than ten (10) business days, Principal shall be entitled to inspect the books and records of FW 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, 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 by Principal

JTB

unless objection thereto is made within two (2) years following Principal's receipt of such statement or six (6) months following the completion of any given inspection. Notwithstanding the foregoing, FW agrees that it shall maintain the books and records relating to Distribution Proceeds for a period of no less than five (5) years. In the event that Principal inspects the documents relating to Distribution Proceeds and it is determined that FW has underpaid Principal by at least five percent (5%) of the Distribution Proceeds owing to Principal, FW agrees to pay all underpaid amounts and all reasonable direct out-of-pocket costs associated with such inspection, provided that such costs do not exceed the amount of the determined underpayment plus an interest rate applicable to the underpaid amounts of LIBOR multiplied by three (3).

6. Confidentiality: Principal and FW 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 an agency seeking verification of FW's engagement hereunder. Notwithstanding the foregoing, FW shall be entitled to reveal relevant portions of this agreement to third parties for the specific purpose of verifying FW's engagement hereunder, and in order to release Distribution Proceeds claimed hereunder. Furthermore, Principal may be entitled to reveal relevant portions of this agreement to its legal, financial and accounting consultants, and other parties, as it may deem necessary from time to time, provided that Principal shall not reveal the commission rate retained by FW hereunder.
7. Representations and Warranties: Principal warrants that 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. FW represents and warrants that it has the capacity and knowledge to collect the Distribution Proceeds throughout the world.
8. Additional Documents: Principal agrees to execute such additional documents as are necessary in FW's prudent business judgement to evidence Principal's grant of authorization herein. If Principal has failed to execute such additional documents within fourteen (14) business days following FW's submission of such documents to Principal, FW is hereby authorized to execute such documents on Principal's behalf.
9. Intentionally Deleted.
10. Notices: Notices hereunder shall be in writing delivered by first class mail or Courier services, and be deemed effective when received, return receipt requested. Notices to FW shall be to Fintage/WSG, Schipholweg 79, 4th Floor, 2316 ZL Leiden, The Netherlands. Notices to Principal shall be to Avenida Vasco de Quiroga No. 2000, Edif. "A" 1er Piso, Col. Zedec Santa Fe, 01210, Mexico City, Mexico to the attention of Rafael Carabias Principe, with mandatory copies to: Vicepresidencia Juridica, Avenida Vasco de Quiroga No. 2000, Edif. "A" 4to Piso, Col. Zedec Santa Fe, 01210, Mexico City, Mexico to the attention of Juan S. Mijares and/or Jaime Pous.

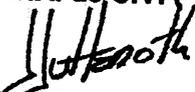
11. Law and Jurisdiction: The parties hereto agree that any interpretation of this Agreement shall be governed by the laws of New York. In the event of any dispute regarding the terms or performance of this agreement, the parties hereto irrevocably submit to binding arbitration in New York, New York, such arbitration administered by the American Arbitration Association. Each party will select an arbitrator and such arbitrators will select a third arbitrator. Such proceedings shall be conducted in the English language, and the prevailing party shall be entitled to reimbursement of the costs of such arbitration from the non-prevailing party.

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

Fintage/WSG ("FW")

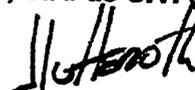
By: 
An Authorized Signatory

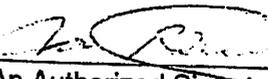
Televisa, S.A. de C.V. ("Principal")

By: 
An Authorized Signatory

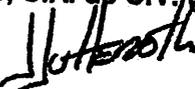
By: 
An Authorized Signatory

Videocine, S.A. de C.V. ("Principal")

By: 
An Authorized Signatory

By: 
An Authorized Signatory

Televincine, S.A. de C.V. ("Principal")

By: 
An Authorized Signatory

By: 
An Authorized Signatory

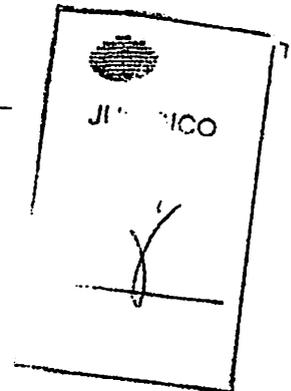


EXHIBIT "A"

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 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.

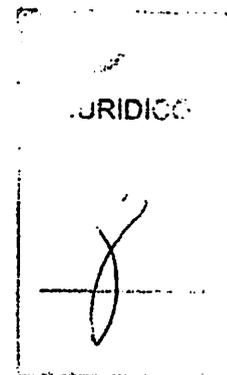


EXHIBIT 25

Representation Agreement

The following shall set forth the agreement between Fintage/WSG ("FW") and TV Azteca S.A. de C.V. ("Principal"), dated as of January 30, 2002.

1. Authorization: Principal hereby grants and assigns FW the right 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) for all audiovisual works owned and/or distributed by Principal (the "Programs"). Monies received by FW 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. For purposes of clarification, Distribution Proceeds do not include monies collected from music collection societies, i.e., royalties received from the exploitation of sound recordings or musical compositions.
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 FW of additional Programs owned and/or distributed by Principal. Promptly following FW's request therefor, Principal shall provide FW 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 FW, Principal shall provide FW any and all documents relating to the distribution of Programs in a territory.
4. Compensation to Principal/FW: In consideration of the foregoing, FW shall remit to Principal eighty percent (80%) of the Distribution Proceeds. FW cannot make any guarantee regarding the amount of Distribution Proceeds that might be collected, and FW makes no representation as to the existence or amount of Distribution Proceeds.
5. Accounting and Payments: FW 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. Upon reasonable notice, Principal shall be entitled to inspect the books and records of FW 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 and one-half (2 1/2) years following Principal's receipt of such statement. All statements remitted hereunder shall be deemed approved and subject to no further claim by Principal unless objection thereto is made within two and one-half (2 1/2) years following Principal's receipt of such statement.

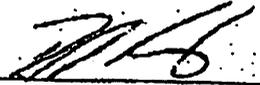
6. Confidentiality: Principal and FW agree that neither party shall reveal the terms of this agreement to any third party unless required to do so by the authority of a court of competent jurisdiction or an agency seeking verification of FW's engagement hereunder. Notwithstanding the foregoing, FW shall be entitled to reveal relevant portions of this agreement to third parties for the specific purpose of verifying FW's engagement hereunder, and in order to release Distribution Proceeds claimed hereunder.
7. Representations and Warranties: Principal warrants that 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 FW's good faith discretion to evidence Principal's grant of authorization herein, specifically, documents acknowledging Principal's engagement of FW, as are available to Principal. If Principal has failed to execute such additional documents within fourteen (14) days following FW's submission of such documents to Principal, FW is hereby authorized to execute such documents on Principal's behalf, subject to Principal's prior written consent. FW shall always notify and deliver a copy of such documents to Principal; failing to do so is a breach of FW's obligations.
9. Notices: Notices hereunder shall be in writing, and be deemed effective when received. Notices to FW shall be to Fintage/WSG, Schipholweg 79, 4th Floor, 2316 ZL Leiden, The Netherlands. Notices to Principal shall be to TV Azteca S.A. de C.V., Periferico Sur 4121, Col. Fuentes del Pedregal, Mexico, D.F., Mexico C.P. 14141, Attn: Marcel Vinay, VP International Sales. Tel. (5255) 5420-5728, Fax. (5255) 5420-1435.
10. Law and Jurisdiction: The parties hereto agree that any interpretation of this Agreement shall be governed by the law of California, with exclusive subject and personal jurisdiction to be the courts of Los Angeles County, California.



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

Fintage/WSG ("FW")

By: 
An Authorized Signatory

TV Azteca S.A. de C.V. (Principal)

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 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 26

Claimants claimed by Fintage House through EGEDA

	Owner (Parent/Agent)
1	ALAMEDA FILMS, S.A.
2	CIMA FILMS, S.A.
3	CINE VISION, S.A.
4	CINEMATOGRAFICA ELI S.A.
5	CINEPRODUCCIONES INTERNACIONALES, S.A. DE C.V.
6	DIAFRAGMA
7	DIAMANTE FILMS S.A. DE CV
8	EGEDA
9	ESTRELLA FILMS
10	F. MIER, S.A.
11	FIESTA FILM INC
12	GAZCON FILMS, S.A.
13	GOYRI Y LOPEZ ASOCIADOS
14	GREGORIO WALERSTEIN
15	IRATI FILMAK, S.A.
16	JOSE FRADE, P.C., S.A.
17	LASER AMADEUS
18	MALETA FILMS
19	METRO ORO PRODUCCIONES SA DE CV
20	MEXINEMA VIDEO CORP. MIGUEL ANGEL MARTINEZ
21	PRODUCCIONES
22	NACIONAL CINEMATOGRAFICA
23	NANITTA INVERSIONES, S.A.
24	NEW VISION DE MEXICO, S.A. DE C.V.
25	POLYGRAM IBERICA, S.A.
26	POSA FILM SA
27	PRODUCCIONES POTOSI TELEFE (TELEVISION FEDERAL
28	INTERNACIONAL, S.A.) CANAL 11
29	TELEVISA
30	TELEVISA SA
31	TELEVISA SA DE CV
32	TF1 INTERNATIONAL
33	TF1 INTERNATIONAL SA
34	TIJUANA FILMS, S.L.
35	TV-AZTECA
36	TV-AZTECA SA DE CV VENEVISION INTERNATIONAL
37	CORPORATION
38	VIDEO MERCURY FILMS, S.A.
39	VIDEO UNIVERSAL, S.A. DE C.V.