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Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In re **DISTRIBUTION OF CABLE ROYALTY FUNDS**	**CONSOLIDATED DOCKET NO. 14-CRB-0010-CD/SD (2010-13)**
In re **DISTRIBUTION OF SATELLITE ROYALTY FUNDS**	

WRITTEN DIRECT STATEMENT REGARDING DISTRIBUTION METHODOLOGIES OF MPAA-REPRESENTED PROGRAM SUPPLIERS

2010-2013 CABLE ROYALTY YEARS

VOLUME II OF II
PRIOR DESIGNATED TESTIMONY

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WRITTEN DIRECT STATEMENT
REGARDING DISTRIBUTION METHODOLOGIES
OF MPAA-REPRESENTED PROGRAM SUPPLIERS

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TAB A

MPAA EXHIBIT 358

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

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

Direct Testimony of

Marsha E. Kessler

May 30, 2012

DIRECT TESTIMONY OF MARSHA E. KESSLER

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Declaration

DIRECT TESTIMONY OF MARSHA E. KESSLER

I. BIOGRAPHICAL INFORMATION

My name is Marsha E. Kessler. Prior to my retirement in August 2010, I served as Vice-President, Retransmission Royalty Distribution, at Motion Picture Association of America ("MPAA"), a position I held, under various titles, for about 28 years. Prior to working for MPAA, I was a founding member of the Copyright Office's Licensing Division, the division responsible for collecting cable royalties under Section 111 of the Copyright Act. **Section 111**, also known as the "*statutory*" or "*compulsory*" license, governs cable system royalty fee obligations for the carriage of broadcast signals. At the Licensing Division, I initially was an "Examiner" of **Statements of Account ("SOAs")** – the documents cable operators file to substantiate their royalty payments. Later, I became a "Lead Examiner." As a Lead Examiner, I advised colleagues as they encountered difficulties with individual SOAs. I have a baccalaureate degree in Spanish from Catawba College in Salisbury, North Carolina and a master's degree in Spanish Language and Literature from the University of Maryland, College Park, Maryland.

In order to verify the accuracy of a royalty payment, examiners confirmed that the cable operator had filed the correct SOA form and had supplied all other required SOA information (*e.g.*, numbers of subscribers served, monthly rates, stations retransmitted, revenues, activated channels, *etc.*). In the case of larger systems, we confirmed that the royalty payment reflected correct application of the

provisions of the statutory license in conjunction with the former signal carriage rules of the Federal Communications Commission ("FCC"). If all those conditions were met, the filing was accepted.

If an SOA appeared deficient (for example, if the system omitted information or miscalculated the royalty), examiners wrote to the system and sought correction of the matter.

I left the Licensing Division in 1982 and began working for MPAA, where I oversaw the distribution of cable and satellite retransmission royalties (under Sections 111 and 119 of the Copyright Act) until my retirement in 2010. I worked closely with information technology contractors and with financial, legal and statistical professionals to provide fair and efficient distribution of royalties among our represented claimants. In addition to overseeing royalty distributions, I assisted MPAA-represented program owners in the annual filing of their royalty claims with the Copyright Royalty Board ("CRB"). I also supervised MPAA's statutory license enforcement efforts. This supervision included training, reviewing the work of, and advising staff who review SOAs for compliance with the statutory license. Moreover, I made recommendations regarding potential areas for enforcement investigation and on other matters that cropped up during the course of an investigation.

I previously testified before the Copyright Royalty Judges ("Judges") in Phase I of this proceeding, and a copy of my written direst testimony in that matter

is attached to my Phase II testimony here and incorporated as Appendix A.[1] I also provided testimony to the Judges in the recent 2004-2005 cable Phase I proceeding. In addition to testifying before the Judges, I have testified numerous times before the Copyright Royalty Tribunal, the Copyright Arbitration Royalty Panel, and the Canadian Copyright Board on matters related to statutory license royalties. I have also appeared before the Intellectual Property Subcommittee of the House Judiciary Committee in a matter connected with satellite royalty rates.

II. PURPOSE OF TESTIMONY

First, I will describe the nature and extent of the MPAA-represented Program Suppliers' claim in this proceeding, including the different types of programs that comprise our claim. Second, I will explain MPAA's process for identifying and certifying ownership of each of the program titles claimed by MPAA in this proceeding. Finally, I will describe my role in the Nielsen Studies which the MPAA-represented Program Suppliers are presenting as evidence in this proceeding.

[1] In my 2000-2003 Cable Phase I testimony, I explained in detail how Section 111 royalties are collected by the Copyright Office and provided information regarding cable systems' SOA filing requirements, including descriptions of key elements of the SOAs, types of cable systems, types of distant signals, and the methodology by which cable operators calculate royalties. *See* Appendix A.

III. INTRODUCTION

Beginning with the first royalty distribution proceeding addressing the allocation of 1978 cable royalties, MPAA has been the *de facto* Phase I representative of all Program Supplier claimants – the owners of nonnetwork series, movies and specials which air on commercial television broadcast stations retransmitted by cable systems. In Phase II proceedings, MPAA represents those program suppliers who have agreed to representation by MPAA ("MPAA-represented Program Suppliers"). A listing of MPAA-represented Program Suppliers is set forth in Appendix B.

MPAA-represented Program Suppliers include not only the major U.S. production studios, but also dozens and dozens of smaller producers and syndicators from both the U.S. and many parts of the world – all of whom have filed claims seeking a share of the pool. For the 2000-2003 royalty years, MPAA directly represents approximately 100 claimants each year. Because many of these MPAA-represented claimants filed joint claims, have multiple subsidiaries, and include royalty collection agents, MPAA directly and indirectly represents as many as 1,400 claimants per royalty year.

Merely describing our programs as series, movies and specials understates the width and breadth of MPAA-represented Program Suppliers' claim. Our programs include game shows, sitcoms, news magazines, interview shows, sports

shows and sporting events, awards shows, health and fitness shows, and animal shows as well as similar works in Spanish. The following is a brief example:

- **Live-action and/or animated series and sitcoms**, such as: FRIENDS (Warner Bros. Domestic Television Distribution), 3RD ROCK FROM THE SUN (Carsey-Werner-Mandabach Productions, LLC), and THE SIMPSONS (Fox Entertainment Group, Inc.).
- **Movies**, such as: AFRICAN QUEEN (Carlton International), A FISH CALLED WANDA (Metro-Goldwyn Mayer Studios, Inc.), and YOUNG GUNS II (Morgan Creek International, Inc.).
- **Game shows**, such as: FAMILY FEUD (FremantleMedia NA) and JEOPARDY! (Jeopardy Productions, Inc.).
- **Sports shows and sports-related programs**, such as: BABE WINKELMAN'S GOOD FISHING (Babe Winkelman Productions, Inc.), GEORGE MICHAEL SPORTS MACHINE (King World Productions, Inc.), THIS WEEK IN BASEBALL (Major League Baseball Properties, Inc.). WOMEN OF WRESTLING (MG/Perin) and SUPER TUESDAY (World Wrestling Entertainment, Inc.).
- **Awards shows and pageants**, such as: FIFTH ANNUAL FAMILY FRIENDLY AWARDS (dick clark productions, inc.), MISS HAWAIIAN TROPIC INTERNATIONAL FINALS (Bennett Productions, Inc.) and GOLDEN GLOBE AWARDS (dick clark productions, inc.).

- **News shows**, such as: HEADLINE NEWS (Cable News Network LLP), MCLAUGHLIN GROUP (Oliver Productions, Inc.) and WALL STREET JOURNAL REPORT (NBC Universal, Inc.).
- **Health and fitness shows**, such as: WAI LANA YOGA (Zia Film Distribution LLC), plus an almost unlimited number of infomercials promoting exercise equipment and diet plans.
- **Animal shows**, such as: WILD ABOUT ANIMALS (Steve Rotfeld Productions, Inc.), ANIMAL RESCUE (Telco Productions, Inc.) and PET KEEPING WITH MARC MORRONE (Martha Stewart Living Omnimedia, Inc.).
- **Interview and talk shows**, such as: OPRAH WINFREY (King World Productions, Inc.) and MARTHA STEWART LIVING (Martha Stewart Living Omimedia, Inc.).

All of these and many more types of programs fall under the MPAA-represented Program Suppliers' umbrella. Relative to Phase II claims, MPAA-represented Program Suppliers not only have the largest number of programs, they also have an extremely diverse array of programs. An alphabetical list I prepared of all of the program titles that MPAA-represented Program Suppliers are claiming in this proceeding for each royalty year is attached to my testimony as Appendix C. Taken together, this list includes approximately 11,600 MPAA-claimed titles for the four-year period.

Definitions

Before going on, it might be helpful to provide definitions of some terms commonly used in Section 111 discussions.

TV station: A broadcast facility licensed by the FCC to air on a specific channel in a certain geographic area. An example of a TV broadcast station is KMSP, channel 27, licensed to Minneapolis. Although there are exceptions, call signs of stations located in the western U.S. begin with the letter "K" (*e.g.*, KOMO in Seattle) and call signs of stations located in the eastern U.S. begin with the letter "W" (*e.g.*, WJLA in Washington, D.C.). TV stations are sometimes referred to as "over-the-air television stations" or "free TV." Stations are also referred to as "signals."

Cable network: A facility which does not broadcast itself, but which provides programming directly to cable systems. An example of a cable network is TNT. Programming on cable networks is *not* compensable under Section 111.

Network station, Independent station; Network and Nonnetwork programming: In the context of Section 111, **Network TV stations** are those commercial broadcast stations affiliated with the ABC, CBS and/or NBC networks only. All other commercial stations are considered **Independent stations**. **Network programming** refers to programming disseminated by the ABC/CBS/NBC networks to their affiliated TV stations. ABC/CBS/NBC network programming is *not* compensable under Section 111. **Nonnetwork programming**

refers to programming on TV stations that the stations acquire themselves, *i.e.*, programming not disseminated to them by the ABC, CBS, or NBC networks. Nonnetwork programming is the only type of programming compensable under Section 111.

Transmission versus retransmission: TV stations broadcast (*i.e.*, **transmit**) works over the air to the public which receives the programming for free. Section 111 refers to this as the primary transmission. Cable systems simultaneously **re-transmit** stations' signals to their subscribers, who pay fees for the service. Section 111 refers to this as the secondary transmission.

Local Market (or Local Service Area): The geographic area within which a TV station is entitled to insist that its signal be retransmitted by a cable system in accordance with the FCC "must carry" rules. A cable system located within a particular television market must carry all stations that are licensed (*i.e.*, local) to the market.

Distant Station (Signal): When a cable system retransmits a broadcast station outside of the station's local market, the station is referred to as a distant station or signal. For example, when Verizon retransmits WGN-Chicago to the District of Columbia TV market, WGN is deemed a distant signal in the District of Columbia.

Local Station (Signal): When a cable system retransmits a station to subscribers located *within* that station's market, the station is called a "**local**"

signal. For example, WDCA, channel 20, licensed to the District of Columbia, is considered a local signal in Washington, D.C.

Retransmission royalties: Section 111 royalties cable operators pay in order to retransmit TV station programming to subscribers.

IV. MPAA'S CLAIM VERIFICATION AND TITLE CERTIFICATION PROCESS

In the years that I worked at MPAA, we developed and maintained internal standards to ensure that only those individuals or entities who were truly entitled to claim retransmission royalties would be able to assert a claim for those royalties through MPAA. To be a MPAA-represented claimant, a rights-holder must satisfy the following requirements: (1) file a timely claim for retransmission royalties each year with the Copyright Office; (2) provide MPAA with an "as-filed" copy of that claim, demonstrating that it was submitted to the Office in a timely manner; and (3) have a valid representation agreement with MPAA. All of the MPAA-represented claimants listed on Appendix B to my testimony satisfied these requirements.

Relative to 2000-2003 for those parties who satisfied the requirements, MPAA proceeded to identify the program titles for which those entities were entitled to claim Section 111 royalties. This process included analyzing the program title information submitted by MPAA-represented claimants and performing independent research to identify additional program titles potentially owned by our represented claimants.

Once MPAA identified the program titles we believed were attributable to a particular claimant, we prepared a certification report listing those titles and sent it to the claimant, along with a certification form for the claimant to sign verifying that party's right to claim the works listed on the certification report. Additionally, each claimant was required to strike through any titles for which it was not authorized to claim retransmission royalties and to then certify its ownership of the remaining titles. After review, MPAA's represented claimants returned their executed certifications to my attention at MPAA. I reviewed the executed certifications and ensured that any corrections made to the report were accurately adjusted by MPAA. I performed the tasks just described on a royalty year-by-royalty year basis. The list of MPAA-represented claimants' titles in Appendix C of my testimony were all subject to this certification process.

V. MPAA-REPRESENTED PROGRAM SUPPLIERS' NIELSEN STUDIES IN THIS PROCEEDING

In this proceeding, MPAA-represented Program Suppliers will be presenting studies of viewing to distantly retransmitted, nonnetwork programs undertaken by Nielsen. In this part of my testimony, I will explain my role in the development of these studies.

Viewing, as measured by Nielsen, is the predominant standard by which all television programming is commercially evaluated. It is to Nielsen, therefore, that MPAA turns for assistance in quantifying the consumption of distant signal programming.

To begin the process, I (1) selected a sample of stations retransmitted by cable systems, (2) performed an analysis to determine the local market (county) for each station in the sample, and (3) sent both the sample stations and the related local county analysis to Nielsen for Nielsen to extract related viewing by distant subscribers. Below, I describe the first two steps in the process. Nielsen's Paul Lindstrom will describe the methodology employed by Nielsen to obtain the distant viewing information for 2000-2003 ("Nielsen Studies").

A. Selection Of Sample Stations

Prior to commissioning each of the Nielsen Studies I requested a report from Cable Data Corporation ("CDC")[2] showing all stations distantly retransmitted by cable systems for each of the years in question. The reports provided detailed information on each station, including number of distant subscribers, estimated royalties attributed to the station, station type, and whether the data were attributable to Form 1-2 systems (the so-called smaller systems whose revenues fall below a certain threshold) or to Form 3 systems (the so-called large systems whose revenues are above the threshold). Using the CDC Form 3 SOA data, I identified and prepared a list of sample stations for each year. We relied on Form 3 data related to commercial stations to select the samples because Form 3 royalties and subscribers account for the lion's share of all cable royalties

[2] CDC is a Mount Airy, Maryland company who specializes in collecting data reported by cable systems on their SOAs and producing regular and customized data reports utilizing SOA data.

and distant subscribers – roughly 91% - 93% (subscribers) and 96% - 97% (royalties) for each year.

The chart below provides data related to the percentage of distant subscribers and share of royalties represented by each year's sample. The data reflect the retransmission of commercial stations only, as the allocation of funds for works on Canadian, Mexican and public television stations is not at issue in this proceeding.

Royalty Year	Number of Stations	Percentage of Total Distant Subscribers Covered by Sample Stations	Percentage of Total Royalties Generated By Sample Stations
2000	81	75%	84%
2001	97	85%	90%
2002	122	85%	90%
2003	125	86%	86%

The lists in Appendix D are the stations in my 2000-2003 samples.

B. Local County Analysis For Commercial Stations

Standard Nielsen ratings – which are measured on a county-by-county basis – do not differentiate between distant and local viewing. The next step, therefore, was MPAA's identification for Nielsen of the counties in which cable household ("CHH") viewing to each sample station would be considered **local**. Thus, when performing its estimates, Nielsen could ignore data from **local** counties and focus its measurements on viewing from **distant** counties only.

MPAA based identification of the counties local to each 2000-2003 sample station on the FCC signal carriage rules,[3] and we refer to this task as "county analysis." We employed the following general steps: first, we identified the counties that constituted each station's Designated Market Area ("DMA"). All such counties are considered local for that station. Second, we identified the counties in which each station was deemed "**significantly viewed**" ("SV") per the FCC. All such counties are considered local for that station pursuant to the FCC's signal carriage rules. Lastly, we looked at other factors that would qualify a county as local to the station in question. Appendix F to my testimony provides an illustration of how the local county analysis was performed for 2000-2003.

After completing the local county analysis, we then provided Nielsen with a listing of those counties that we identified as local for each sample station. As Mr. Lindstrom's testimony should confirm, Nielsen excluded viewing from cable households located in each station's local counties with the result that only *distant* cable viewing is shown in the studies.

C. Commissioning The 2000-2003 Nielsen Studies

After I selected the sample stations and worked with my staff at MPAA to complete the local county analysis for each year, I delivered these items to Nielsen and requested special studies for each of the 2000-2003 years estimating

[3] The signal carriage rules, now rescinded, were found at Sections 76.57 through 76.63 of the regulations of the FCC. 47 C.F.R. §§ 76.57-76.63 (1976), attached as Appendix E.

distant viewing to the selected stations by cable households. This request concluded my participation in the Nielsen Studies.

Thank you for the opportunity to present the information in this testimony. I hope it will be helpful in the Judges' deliberations.

DECLARATION OF MARSHA E KESSLER

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

Executed on May 29, 2012

Marsha E. Kessler

Marsha E. Kessler

KESSLER

APPENDIX A

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In the Matter of	)	
	)	
Distribution of the	)	**Docket No. 2008-2 CRB CD 2000-2003**
	)	
2000, 2001, 2002, and 2003	)	
Cable Royalty Funds	)	
	)	

Direct Testimony of

Marsha E. Kessler

February 2, 2009

DIRECT TESTIMONY OF MARSHA E. KESSLER

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Declaration

DIRECT TESTIMONY OF MARSHA E. KESSLER

I. BIOGRAPHICAL INFORMATION

My name is Marsha E. Kessler. I am appearing as a witness in this proceeding on behalf of the Program Suppliers. I am Vice-President, Retransmission Royalty Distribution, at Motion Picture Association of America ("MPAA"). I have held this position, under various titles, for about 27 years. Prior to that, I was a founding member of the Copyright Office's Licensing Division, the division responsible for collecting cable royalties under Section 111 of the Copyright Act. **Section 111,** also known as the "statutory" or "compulsory" license, governs cable system royalty fee liability for the carriage of broadcast signals. At the Licensing Division, I initially was an "Examiner" of **Statements of Account ("SOAs")** -- the documents cable operators file to substantiate their royalty payments. Later, I became a "Lead Examiner." As a Lead Examiner, I advised colleagues as they encountered difficulties with individual SOAs.

In order to verify the accuracy of a royalty payment, examiners confirmed that the operator had filed the correct SOA form applicable to the amount of **gross receipts** reported (more about which I will say later) and that the operator had supplied all other information required in the statement (*e.g.*, numbers of subscribers served, stations carried, revenues, *etc.*). In the case of larger (or so-called "Form 3") systems, we confirmed that the royalty payment reflected correct application of the provisions of the statutory license in conjunction with the former

signal carriage rules of the Federal Communications Commission ("FCC").[1]

The FCC's signal carriage rules are used to identify distant stations carried by Form 3 systems. I will say more about distant stations later, but for the time being, note that different types of distant stations are assigned different weights and those weights are reflected in the formula for calculating each cable system's royalty obligation. Examiners at the Licensing Division made sure each reporting cable system used the correct SOA form, accurately identified its distant stations, and calculated the royalty as required by statute. If all those conditions were met, the filing was deemed accepted.

If a SOA appeared deficient (for example, if the system omitted or misreported information), examiners wrote to the system and sought correction of the matter.

Since leaving the Licensing Division in 1982, I have worked for MPAA, where I oversee the distribution of cable and satellite retransmission royalties (under Sections 111 and 119 of the Copyright Act, respectively). I work closely with information technology contractors and with financial, legal and statistical professionals to provide fair and efficient distribution of royalties among our represented claimants. In addition to overseeing royalty distribution, I assist

[1] The signal carriage rules, now rescinded, were found at Sections 76.57 through 76.63 of the regulations of the FCC. 47 C.F.R. §§ 76.57-76.63 (1976), PS Exhibit ___ (MEK-1).

program owners in the annual filing of their royalty claims with the Copyright Royalty Board ("CRB").

Finally, I supervise MPAA's compulsory license enforcement efforts.[2] My responsibilities in that regard include training, reviewing the work of, and supervising the staff who review cable system SOAs for compliance with the statutory license. I also make recommendations regarding potential areas of concern for investigation and on other matters that crop up during the course of an investigation.

I have testified numerous times before the Copyright Royalty Tribunal, the Copyright Arbitration Royalty Panel, and the Canadian Copyright Board on matters related to statutory license royalties. I have also appeared before the Intellectual Property Subcommittee of the House Judiciary Committee in a matter connected with satellite royalty rates.

II. PURPOSE OF TESTIMONY

I will provide information regarding cable systems' SOA filing requirements, including descriptions of key elements of the SOAs, types of cable systems, types of distant signals, and the methodology by which cable operators

[2] Although the Copyright Office takes action to get licensees to correct errors on SOAs, it has no authority to pursue actions in the courts if the licensees do not fix the errors. That role falls to copyright owners, who must file infringement actions against systems that fail to satisfy their statutory filing obligations. MPAA's enforcement program monitors cable systems' filings and seeks to bring cable systems and satellite carriers into compliance when it believes their reporting or payments conflict with the requirements of the statutory licenses.

calculate royalties. I will also illustrate how royalties were actually reported on the SOAs filed by a specific cable system that carried Canadian distant signals. Finally, using specific examples, I will illustrate how a cable system's royalty payment may fluctuate due to a variety of factors.

III. INTRODUCTION

To be considered compensable under Section 111, programming must meet three qualifiers:

1. The programming must be initially transmitted by a broadcast television station that either the FCC or the Canadian or Mexican governments have licensed to a particular community on a specific channel. An example of a broadcast television station here in Washington, D.C. is WJLA, channel 7.
2. A cable system must simultaneously retransmit the broadcast station's programming outside the station's local market (a station *transmits* and the cable system *retransmits*).
3. The programming cannot be part of programming transmitted by the ABC, CBS or NBC networks via their affiliated stations (**"network programming"**).[3]

The compensable programming represented by the Settling Parties in this proceeding includes series and movies, professional and collegiate sporting

[3] Programming on cable networks, *e.g.*, HBO, ESPN, USA, *etc.* does not fall within the terms of Section 111 because program owners license programming directly to cable networks through private negotiations.

programming, station-produced news and other programming, religious programming, non-commercial programming, and music used during these programs.[4]

Now, a little more detail: As I indicated above, a **broadcast station** is a facility licensed by the FCC (or the Canadian or Mexican governments) to a particular community on a specific channel. Each station is identified by a **call sign** and **channel** along with its **city of license**, for example, WJLA, channel 7, in Washington, D.C. or KOMO, channel 4, in Seattle. With minor exceptions, call signs of stations located in the western part of the U.S. begin with the letter "K" (*e.g.*, KOMO in Seattle) and call signs of stations located in the eastern part of the U.S. begin with the letter "W" (*e.g.*, WJLA in Washington, D.C.). Broadcast stations are sometimes referred to as "free, over-the-air television stations" or "free TV" or "TV stations." Stations are also referred to as "signals."

Program owners can license their shows to television stations for broadcast within a television market (usually defined by geographic areas). Program owners receive compensation for such a license. For example, a program owner could license a program to Washington, D.C. station WJLA, channel 7 only for broadcast in the Washington, D.C. market. WJLA transmits (*i.e.*, broadcasts) its programming free of charge to the public, and anyone in the D.C. metro area who

[4] The Settling Parties are comprised of Program Suppliers, Joint Sports Claimants, Commercial Television Claimants, Public Television Claimants, Music Claimants and Devotional Claimants.

has a television set capable of receiving the WJLA signal can watch the programs on WJLA free of charge.

As long as a cable operator complies with Section 111, it may retransmit WJLA to subscribers located *outside* of the Washington, D.C. local market. This means the programs on WJLA would be available to a new audience for which the program owner has not been compensated. It is the purpose of Section 111 to compensate program owners for this increased exposure of their works outside (*i.e.*, distant to) the area to which the program was originally licensed.

When a cable system located in Washington, D.C. retransmits WJLA to subscribers located *within* the Washington, D.C. market, WJLA is called a "**local**" signal. When a cable system located outside of the Washington, D.C. market retransmits WJLA and delivers its signal to subscribers outside the Washington, D.C. market, WJLA becomes, for that cable system, a "**distant**" station for Section 111 purposes. I will say more about distant stations, or distant signals, later.

IV. OPERATION OF THE SECTION 111 STATUTORY LICENSE

In order to retransmit broadcast station signals without infringing program owners' copyright in individual works, the cable operator must comply with the requirements of the statutory license. Compliance consists of, among other things, the operator filing a SOA and paying a royalty, the calculation of which is determined by Section 111. Cable operators make royalty payments and file the

accompanying SOAs twice a year with the Licensing Division of the Copyright Office. Royalties and SOAs for January 1 through June 30 are due by August 29; for August 1 through December 31, they are due by March 1 of the following year. We refer to these time frames as accounting periods "1" and "2," respectively, for example "2000-1" (for the first accounting period in 2000) and "2001-2" (for the second accounting period in 2001).

V. THE STATEMENT OF ACCOUNT

A. Contents of the Statement of Account

Section 111 requires that cable operators accompany each royalty payment with a SOA. In the SOA, the operator must provide information about the system's operations during the accounting period. Different-sized systems file different SOA forms. Copies of the two types of Statement of Account forms are attached to my testimony. PS Exhibit ___ (MEK-2) is the form for smaller systems called "Form 1-2" and PS Exhibit ___ (MEK-3) is the form for larger systems called "Form 3."

Information found on both SOAs includes:

- Owner of the system
- Communities served by the system
- The categories of service offered by the system (*e.g.*, basic, expanded basic and pay cable, more about which I will say later)
- The number of subscribers to those services

- The rates charged the subscribers
- Television broadcast stations retransmitted to the system's subscribers (by call sign, local channel, city of license, *etc.*)
- Gross receipts for any and all packages or tiers of service that contain broadcast signals
- The royalty fee calculation plus a section where interest can be calculated if the system files late
- The number of channels on which the system retransmitted broadcast stations and the total number of activated channels offered by the system
- Various schedules providing the basis for calculating certain royalties
- A certification of the information in the SOA
- An individual at the system to whom inquires can be made if further information is required

Next, I will describe the key reported items found in an SOA.

B. Gross Receipts

Gross receipts are the fees collected by cable operators from subscribers who receive the categories of service containing broadcast stations. Cable operators offer various packages, or tiers, of programming. Typically, there is a "basic service tier" (or "basic tier"), which must include local broadcast stations

and may also include distant broadcast stations and access channels for local city and county governments and educational institutions as well as cable networks. In a hypothetical situation, a cable system might charge a monthly rate of $14 for the basic tier.

One notch up from basic is what the cable system typically refers to as the "expanded basic" tier, which may include such things as distant signals and digital broadcast stations plus basic cable networks. In the hypothetical situation envisioned in the preceding paragraph, the same cable system might charge an expanded basic tier monthly fee of $25. Of course, a cable customer must first subscribe to the basic tier (for $14) before she can receive the expanded basic tier, so the subscriber's total cost would be $39 for both tiers.

Cable operators also offer premium cable networks ("pay cable") such as HBO or Showtime. Cable systems market these premium channels either alone or in packages of multiple channels for an additional monthly fee, say $20. The cable customer must first subscribe to the basic tier before electing additional premium channels. In the hypothetical posed above, if the customer subscribes to basic (for $14), expanded basic (for $25) and HBO/Showtime for ($20), the customer's bill would be $59 per month.

For purposes of calculating its Section 111 royalties, the cable operator must report as Gross Receipts the full amounts received from all tiers of service that contain broadcast stations. In the hypothetical given above, if the cable

operator offered its local broadcast and distant broadcast stations in the basic ($14) tier and a distant station in the expanded basic ($25) tier, the operator must calculate its gross receipts based on the $39 ($14 plus $25) paid by all subscribers who received the basic and expanded basic tiers. Operators are not allowed to prorate fees for tiers of service that contain both broadcast and non-broadcast offerings when reporting their gross receipts.

Section 111 differentiates cable systems based on the amount of their semi-annual gross receipts. As stated, smaller systems file SOAs known as "Form 1-2." Larger systems use the SOA known as "Form 3."

Different-sized systems pay different statutory fees based on their Gross Receipts. In the first accounting period of 2000 (*i.e.*, 2000-1), the Gross Receipts thresholds for the three forms were:

Form 1: $75,800 or less

Form 2: More than $75,800 and less than $292,000

Form 3: $292,000 and more

For 2000-1, the royalty payments were as follows:

- Form 1 operators paid a *flat fee* of $28 every 6 months.
- Form 2 operators paid flat *percentages* of their Gross Receipts (0.5% up to $146,000 and 1.0% of their Gross Receipts in excess of $146,000 but less than $292,000).

- Form 3 operators paid a royalty based on a calculation whose components are the system's Gross Receipts and the number and type of distant stations they carried.

Commencing July 1, 2000, the rate increased. Thereafter, the Gross Receipts thresholds for the three forms increased:

Form 1: $98,600 or less

Form 2: More than $98,600 and less than $379,600

Form 3: $379,600 and more

Commencing with the 2000-2 accounting period, Form 1 operators paid a *flat fee* of $37 every 6 months. The methodology for calculating Form 2 and Form 3 operators' royalties did not change.

VI. THE 2000, 2001, 2002, AND 2003 CABLE FUNDS AND SUBSCRIBERS

For the years, 2000, 2001, 2002, and 2003, the approximate total royalties paid by cable operators each year were as follows:

2000 $120.4 million

2001 $122.9 million

2002 $130.9 million

2003 $132.1 million

Appendix A is a copy of the Licensing Division's Report of Receipts dated January 23, 2009, showing cable royalty deposits from inception to date. Appendix B breaks out the average number of systems, subscribers and total

royalties reported by cable operators in the SOA filings for 2000-2003. The data for Appendix B were provided by **Cable Data Corporation ("CDC")**, a Rockville, Maryland company, whose representative I understand will testify in this proceeding. CDC compiles SOA information, as reported on paper forms at the Copyright Office, and reproduces the data in electronic format. CDC is the only company that does this work and all parties in this proceeding rely on CDC for SOA data.

You will note small differences between Appendix A (the Licensing Division's deposits) and the royalty amounts as recorded by CDC and reported in Appendix B. While the Division's document reports the deposits related to unexamined SOAs, CDC's data are compiled after SOAs have been examined and may include adjustments for interest, additional payments, refunds, *etc.* Regardless of the differences in the absolute amounts between the two sources, they both show that the royalties paid for the years at issue in this proceeding total approximately $500 million, and that the bulk of the subscribers (about 92%) and of the royalties (about 96%) are attributable to Form 3 cable systems.

VII. FORM 3 ROYALTIES

A. Distant Signals

The Form 3 royalty calculation involves the number and type of distant stations carried by the system. Remember, "**distant**" means a cable system carries the station outside the station's local market, which under Section 111(f) is

referred to as the station's "local service area." Form 3 cable operators are required to account for all distant signals when calculating the royalty obligation.

In 2000, 2001, 2002, and 2003, the process for identifying a system's distant stations was based on an amalgam of current and former FCC cable system signal carriage rules. These rules define which stations a cable system "must" carry (meaning the local stations) and which stations a cable system "may" carry (*i.e.*, distant stations). The FCC's former signal carriage rules applied different standards depending on size of the market in which the cable system was located. But the primary determinant, which comes from the current rules, is whether the station is being transmitted within its own Nielsen **Designated Market Area** ("**DMA**"). DMAs are non-overlapping geographic markets consisting of counties in which one market's stations are viewed predominately.

Under Section 111(c)(4), cable systems are allowed to retransmit Canadian broadcast stations as long as the cable system is located north of the forty-second parallel of latitude and within 150 miles of the U.S.-Canadian border. The rules for determining which Canadian stations are distant and which are local are the same as for U.S. broadcast stations.

Form 1 and Form 2 systems pay either the flat fee (Form 1) or specific percentages of Gross Receipts (Form 2) regardless of how many distant broadcast stations they retransmit. For Form 3 operators, if a station is local, the operator

does not have to account for the station in the calculation. If the station is distant, the operator must account for the station in the royalty calculation.

B. Royalty Fee Calculation for Form 3 Systems

A Form 3 operator pays a royalty based on the system's Gross Receipts and the number and type of distant stations carried. If you return to PS ___(MEK-3) you will see Space E of a Form 3 SOA, which is the where the operator reports the types of services or tiers of services related to carriage of broadcast stations. The subscriber fees collected from all those services must be included in the system's Gross Receipts. For this purpose, those fees include not only fees from residential customers, but also fees from commercial users, as well as payments made for related services (for example, for additional sets or for converter boxes).

If you look at Space G, you will see the section where the operator identifies all stations carried during the accounting period plus an identification of those stations which were distant. Again, the determination of whether a station is distant or local to the system is determined by analyses associated with the signal carriage rules.

After identifying the distant signals retransmitted by the system, the cable operator assigns a weight to each one. The weight is called a **Distant Signal Equivalent ("DSE")**. DSE values are a statutorily-prescribed system of values, assigned by Section 111 as follows:

- **Independent** stations, which include Fox, UPN, WB, PAX and Canadian signals, are set at 1.00 DSE.
- Stations affiliated with the ABC, CBS and/or NBC networks are set at 0.25 DSE.
- **Public television** stations are set at 0.25 DSE.

Congress assigned the different DSE values based in part on assumptions about the amount of nonnetwork (*i.e.*, compensable) programming carried by each type of station.

The next step is for the cable operator to total the DSE values. Assume, for example, that a system carried a total of 6 distant stations -- 2 independent stations, 3 network stations and 1 PBS station. Those 6 distant stations translate to a total DSE value of 3.0, calculated as follows:

2.00	(2 distant independents at 1.00 DSE each)
0.75	(3 distant networks at 0.25 DSE each)
0.25	(1 distant PBS station at 0.25 DSE each)
3.00	Total DSEs

After determining Gross Receipts and DSE values, the cable operator calculates the first of three potential royalty payments, the **Base Rate Fee**. The Base Rate Fee is the primary or first royalty that all Form 3 cable operators must pay. The Base Rate Fee must be paid regardless of whether or how many distant

signals are carried. Page 16 of PS Exhibit __ (MEK-3) shows the place on the SOA where cable operators tabulate their Base Rate Fee.

If the system retransmits more than one distant signal, the Base Rate Fee is calculated according to a sliding scale of percentages based on the number of DSEs. Starting in 2000-2, those percentages for the period covered by this case were:

Royalty Rates – Base Rate Fee

DSEs	Percentage of Gross Receipts
1st DSE	0.956%
2nd, 3rd & 4th DSEs, each	0.630%
All DSEs over 4	0.296%

The cable operator calculates the royalty by multiplying the system's Gross Receipts by the DSE percentages.

Example of Base Rate Fee Calculation

If we assume that the cable system had Gross Receipts of $1,300,000 and 3.0 DSEs (based on the carriage of the 6 distant stations in the example above), here is how the Form 3 Base Rate Fee is calculated:

Gross Receipts	$1,300,000
Total number DSEs	3.0
1st DSE at 0.956% ($1,300,000 x 0.956% x 1)	$12,428
2nd and 3rd DSEs at 0.630% ($1,300,000 x 0.630% x 2)	$16,380
5th DSE at 0.296% ($1,300,000 x 0.296% x 0)	$0
Total Royalty, Base Rate Fee	$28,808

Explanation: Royalties for the 1st DSE are calculated by multiplying Gross Receipts of $1,300,000 by 0.956% (the rate for the 1st DSE), which equals $12,428. The second and third DSEs are paid for at the same rate of 0.630%, so the royalty payment for those remaining 2 DSEs in the hypothetical is calculated by multiplying Gross Receipts of $1,300,000 times the rate (0.630%) times 2, for a royalty of $16,380. Had there been more than 4 DSEs, the royalty would have been calculated by multiplying Gross Receipts of $1,300,000 times 0.296% times the number of DSEs over 4. Added together, the Base Rate Fee for this hypothetical Form 3 system is $28,808.

If a cable system carries no distant stations, or if the number of distant stations it carries totals less than 1.0 DSE, the system pays a minimum fee. The minimum fee is the equivalent of 1.0 DSE and is paid at the rate of the 1st DSE, *i.e.*, 0.956% of Gross Receipts. The Base Rate Fee paid by each cable operator makes up the Basic Fund.

C. The 3.75% Fee and the Syndicated Exclusivity Surcharge

In addition to the Base Rate Fee, there are two additional categories of royalties for which an operator may be obligated to pay in certain circumstances: the "**3.75% Fee**" and the "**Syndicated Exclusivity Surcharge**" (also called "**Syndex Surcharge**"). These fees resulted from changes in the FCC rules and regulations that affected carriage of distant signals.

Prior to June 24, 1981, cable systems were limited as to the number and type of distant stations they were permitted to retransmit. Appendix C is a chart showing those limits.

The term "3.75% Fee" refers to the royalty obligation for the carriage of stations a cable system could not have carried prior to June 24, 1981, the date on which the FCC eliminated its rules restricting the number of distant signals cable systems were permitted to retransmit. The fee for qualifying stations is 3.75% of Gross Receipts per station in lieu of the Base Rate Fee or the Syndex Surcharge. Page 13 of PS Exhibit __ (MEK-3) shows the page where the cable system calculates the 3.75% Fee royalty.

The calculation of 3.75% Fee liability is similar to that of the Base Rate Fee. The first step is identifying all stations for which there is 3.75% Fee liability. Next, the DSEs for those stations are totaled. Then Gross Receipts are multiplied by 3.75% and that result is multiplied by the total DSEs for 3.75% Fee stations. The result is the 3.75% Fee royalty obligation.

Here is an example of the 3.75% Fee calculation in a hypothetical situation where a system with Gross Receipts of $700,000 must pay 3.75% for one independent (1.00) DSE plus one network affiliate (0.25 DSE) for a total of 1.25 DSEs.

$700,000 times 3.75% times 1.25 = $32,813

Note three observations regarding the 3.75% Fee:

- If the cable operator pays the 3.75% Fee for a particular distant station, there is no other royalty due for that station.
- If an operator is carrying two independent stations (say a U.S. independent plus a Canadian station) and is required to pay 3.75% Fee liability for one independent station, the option as to which station is paid at the Base Rate versus which is paid at the 3.75% rate is an arbitrary choice by the cable system.
- In situations where the cable system serves communities where the application of the 3.75% Fee rules differs (for example, if the system serves communities in the Top 50 markets and also serves communities outside all television markets), the operator is permitted to prorate the 3.75% Fee.

The 3.75% Fee royalties are paid into the 3.75% Fee Fund.

"Syndicated Exclusivity Surcharge" or "Syndex Surcharge" refers to the protection FCC rules formerly provided to television stations in the top 100 markets. At one time, the FCC required cable systems, if requested by the local station, to black out syndicated programs on distant stations if the same programs were available on a local TV station. The purpose was to protect the local station's right to provide an exclusive audience to the businesses to whom the station had sold commercial time. Those rules have gone through several

evolutions, one of the effects of which was the imposition of the Syndex Surcharge for Form 3 systems located in the top 100 markets. A cable operator becomes liable for the Syndex Surcharge when the operator:

1. serves subscribers located in one of the top 100 markets as defined by the FCC (Section 76.51)
2. carries a very high frequency ("VHF") station
3. serves subscribers located within the station's Grade B contour[5]
4. whose syndicated programs the operators once were required to black out pursuant to FCC rules in effect on June 24, 1981, but which the operators are no longer required to black out because the FCC rule changed.

Fortunately, the circumstances that trigger this type of payment occur rather infrequently and result in a very small amount of royalties generated -- approximately $272,000 for 2000, 2001, 2002 and 2003 combined. Page 15 of PS Exhibit ___ (MEK-3) shows the schedule by which the cable operator calculates any applicable Syndex Surcharge royalty, and Appendix D is a listing of the FCC's top 100 markets. The Syndex Surcharge fees are paid into the Syndex Surcharge Fund.

[5] A Grade B contour is a prediction of the station's signal strength. The contour generally resembles a circle around the station's transmitter.

In the cases of all three fee schedules, the Base Rate Fee, 3.75% Fee and Syndex Surcharge, cable operators are permitted to prorate their payments in one limited circumstance, to wit, if they retransmit stations that are distant to some communities in the cable system, but local to other communities served by the system. Such stations are called **"partially-distant" stations**, or "P-D" and the operator pays royalties only on the Gross Receipts attributable to the so-called distant subscribers.

Appendix E reports the breakdown of Form 3 payments for 2000, 2001, 2002, and 2003 by royalty type.

VII. THE CONCEPT OF "FEES GENERATED"

The term "**fees gen**" is an abbreviation of the term "**fees generated**" and it refers to the attempt to assign a proportionate share of the total royalties paid by all systems to each individual broadcast station that is retransmitted as a distant signal. However, it is actually not possible to quantify the precise amount of total royalties that can be directly attributable to any individual station.

Recall the example I gave earlier wherein the system with $1,300,000 in gross receipts carried 6 distant stations for a total of 3 DSEs:

2.00	(2 distant independents at 1.00 DSE each)
0.75	(3 distant networks at 0.25 DSE each)
0.25	(1 distant PBS station at 0.25 DSE each)
3.00	Total DSEs

Recall also that the DSE percentages are on a sliding scale that has lower rates as more distant signals are carried. Cable operators are not required to match DSEs to specific stations, so for the following illustration, let us assume that at least one of the distant independents in my example is a Canadian station.

The hypothetical system paid a royalty of $12,428 for the first 1.0 DSE. But the calculation of that amount was related to the *DSE value* allocated to individual stations, not to a specific station. There are several possible ways to reach $12,428. It could be a payment for a Canadian station (*i.e.*, for 1.0 DSE); it could be the payment for three network affiliates plus one public television station (*i.e.*, four stations at 0.25 DSE each); it could be a payment for a different independent; or it could be a payment for four network stations. The matter is further complicated if the 2nd, 3rd, 4th and 5th DSEs are taken into account. Just as the 1.0 DSE for the Canadian station could be considered to be part of the calculation for the first 1.0 DSE, that 1.0 DSE could instead be housed within the "last four" DSEs, and paid for at a lower rate. The point is -- there is no way to attach any particular distant signal with any particular royalty payment.

CDC devised the fees gen methodology for allocating fees generated to individual stations. The following is my understanding of how the CDC "fees gen" protocol operates:

Form 3 systems that carried no distant stations are required to pay a minimum fee equivalent to 1.0 DSE. For these systems, CDC allocates the entire royalty payment to what it calls the Minimum Fee Category. Thus if a system paid $30,000 and retransmitted 6 (local) broadcast stations, the entire $30,000 would be allocated to CDC's Minimum Fee Category.

For Form 3 systems whose total DSEs are less than 1.0 and whose distant stations carried no 3.75% Fee liability, the royalty is allocated among the distant station(s) as a proportion of their total DSEs and the balance is allocated to the Minimum Fee Category. For example, assume a cable system carried 3 distant network affiliates (*i.e.*, 3 stations times 0.25 DSE each for a total of 0.75 DSE). Such a system would pay the minimum fee. If the minimum fee were $6,000, each distant station would be allocated $1,500, and the remaining $1,500 would be allocated to the Minimum Fee Category.

For Form 3 systems with total DSEs of 1.0 or more, CDC sums total DSEs and then allocates the royalty among the distant stations in the same proportion that each station's DSE value represents of total DSEs. In our hypothetical system above, the allocation of the $28,808 royalty payment would go like this:

DISTANT STATION	DSE	% OF TOTAL DSEs	SHARE OF $28,808
1st independent	1.00	33.33%	$ 9,603
2nd independent	1.00	33.33%	$ 9,603
1st network affiliate	0.25	8.33%	$ 2,401
2nd network affiliate	0.25	8.33%	$ 2,401
3rd network affiliate	0.25	8.33%	$ 2,401
1st PTV station	0.25	8.33%	$ 2,401
TOTAL	3.00	100.0%	$ 28,808

Note the difference between the royalty paid for a single 1.0 DSE value in the hypothetical versus the fees gen assigned by prorating the independent stations in the foregoing illustration. For Form 3 systems with 3.75% Fee liability, CDC allocates the payment on a pro rata basis by dividing each station's DSE value by total DSE values for all 3.75% Fee stations and multiplying each station's resulting percentage times the royalty amount.

CDC's fees gen allocation reflects the relative weights of DSE values for independent (including Canadian) stations, network affiliates and public television stations.

It might be helpful to illustrate how the fees gen allocation plays out in practice by examining the following SOA filings by the cable system serving Dunkirk, New York. The individual filings covering periods 1998-1 through 2005-1 are included as PS Exhibit ____ (MEK-4). In the initial periods, the

system carried the same distant stations, shown below with the DSE value for each:

CBLT	5	TORONTO	1.00
CFTO	9	TORONTO	1.00
CHTV	11	TORONTO	1.00
WICU	12	ERIE, PA	0.25
WJET	24	ERIE, PA	0.25
WSEE	35	ERIE, PA	0.25
WPIX	11	NEW YORK	1.00
CIII	6	PARIS, ONT	1.00
		Total DSEs	5.75

Appendix F summarizes the system's subscriber count, gross receipts, total DSEs and royalty for accounting periods 1998-1 through 2005-1. It is immediately obvious that, although the number of subscribers to the Dunkirk system and the number of distant stations retransmitted (between 6 and 8) remained relatively steady throughout the years in question, the system's gross receipts and corresponding royalty payments fluctuated significantly. The gross receipts started at $299,058 in 1998-1. Starting in 2002-2, the system added a "satellite tier" and the subscriber fees associated with that tier increased the Gross Receipts to $1.6 million in 2002-2. Two years later, when the system began providing the satellite tier at no cost, the gross receipts dropped to $338,000 in 2005-1, and the system filed as a Form 2 system, thereby reducing its royalty payment.

Dunkirk's royalties similarly track the gross receipts, starting at $21,105 for 1998-1, getting as high as $252,000 in 2004-1, and then plummeting to around $2,400 in 2005-1 -- substantially below where they were in 1998-1.

Another factor in the history of Dunkirk's royalty payments is the effect of a Section 111 rate change that took place in 2000-2. The change increased the Form 3 royalty rate, but it also increased the Gross Receipts threshold so that in 2000-2 the system was able to file as a Form 2 system, thereby reducing its royalty payment.

Appendix F shows the effect of these various influences on fees gen for the Base Rate and 3.75% Fee royalties for 1.00 DSE.

Another factor that can cause fluctuation in fees gen is the merger of formerly independent systems. Such a merger would result in an increase in gross receipts of the merged entity and automatically trigger a higher payment in the next period and a higher allocation to distant signals.

Similarly, a system might drop a previously-carried distant signal, resulting in the royalties being allocated among fewer stations/DSEs. Related to this factor would be a system that carries just a single distant independent (Canadian) station. That system must pay the same minimum fee, whether or not it carries that single station.

Thank you for the opportunity to present the information in this testimony. I hope it will be helpful in the Judges' deliberations.

APPENDIX A

LICENSING DIVISION
REPORT OF RECEIPTS
1/23/2009

CABLE YEAR/PERIOD	TOTAL DEPOSITS	PERCENT GROWTH	LAST DEPOSIT	TOTAL DEPOSIT BY YEAR	PERCENT GROWTH
2008/2	$113,668.14		01/23/09		
2008/1	$79,820,256.26		01/16/09	$79,933,924.40	
2007/2	$73,139,271.05	3.74%	01/21/09		
2007/1	$72,605,842.64	1.32%	01/21/09	$145,745,113.69	2.52%
2006/2	$70,503,340.21	1.85%	01/09/09		
2006/1	$71,660,397.41	5.71%	01/09/09	$142,163,737.62	3.66%
2005/2	$69,358,843.73	3.46%	01/09/09		
2005/1	$67,791,763.22	0.72%	01/09/09	$137,150,606.95	2.09%
2004/2	$67,039,968.71	1.88%	12/08/08		
2004/1	$67,305,696.93	1.55%	10/24/08	$134,345,665.64	1.72%
2003/2	$65,803,392.51	0.30%	08/15/08		
2003/1	$66,276,120.47	1.56%	10/09/08	$132,079,512.98	0.93%
2002/2	$65,605,614.29	5.99%	07/28/08		
2002/1	$65,261,154.97	8.92%	07/28/08	$130,866,769.26	6.45%
2001/2	$61,900,086.00	-6.40%	07/28/08		
2001/1	$61,037,417.89	12.41%	07/28/08	$122,937,503.89	2.08%
2000/2	$68,133,957.49	15.70%	02/11/08		
2000/1	$54,299,665.30	-2.99%	07/28/08	$120,433,622.79	6.45%
1999/2	$57,159,927.51	5.27%	07/28/08		
1999/1	$55,971,187.67	3.83%	07/28/08	$113,131,115.18	4.55%
1998/2	$54,298,755.51	-30.30%	07/28/08		
1998/1	$53,907,972.57	-29.53%	07/28/08	$108,204,728.08	-29.92%
1997/2	$77,900,354.10	-12.68%	07/28/08		
1997/1	$76,495,072.67	-13.51%	02/11/08	$154,395,426.77	-13.09%
1996/2	$89,216,634.56	6.32%	07/28/08		
1996/1	$88,440,053.50	7.90%	07/28/08	$177,656,688.06	7.10%
1995/2	$83,910,133.03	7.31%	07/28/08		
1995/1	$81,962,891.10	-1.34%	07/28/08	$165,873,024.13	2.85%
1994/2	$78,197,770.21	-14.25%	07/28/08		
1994/1	$83,077,232.43	-11.79%	07/28/08	$161,275,002.64	-13.00%
1993/2	$91,191,061.78	-3.13%	02/11/08		
1993/1	$94,183,949.75	-0.22%	02/11/08	$185,375,011.53	-1.68%
1992/2	$94,141,711.32	4.17%	07/28/08		
1992/1	$94,395,613.62	4.45%	02/11/08	$188,537,324.94	4.31%
1991/2	$90,376,655.26	6.55%	02/11/08		
1991/1	$90,377,632.96	5.68%	02/11/08	$180,754,288.22	6.12%
1990/2	$84,819,301.05	-20.23%	02/11/08		
1990/1	$85,516,221.89	-15.99%	02/11/08	$170,335,522.94	-18.16%
1989/2	$106,334,728.38	9.86%	02/11/08		
1989/1	$101,791,515.01	5.69%	02/11/08	$208,126,241.39	7.78%
1988/2	$96,790,730.13	13.22%	02/11/08		
1988/1	$96,313,278.58	24.00%	02/11/08	$193,104,008.71	18.35%
1987/2	$85,492,550.64	34.43%	02/11/08		
1987/1	$77,670,753.05	27.06%	02/11/08	$163,163,303.69	30.82%
1986/2	$63,698,291.16	17.39%	02/11/08		
1986/1	$61,127,295.88	20.80%	02/11/08	$124,725,587.04	19.04%
1985/2	$54,176,755.47	12.52%	02/11/08		
1985/1	$50,600,568.70	14.67%	02/11/08	$104,777,324.17	13.55%
1984/2	$48,147,865.41	27.01%	02/11/08		
1984/1	$44,125,443.21	28.56%	02/11/08	$92,273,308.62	26.79%
1983/2	$37,909,196.05	74.67%	02/11/08		
1983/1	$34,866,475.47	79.00%	02/11/08	$72,775,671.52	76.82%
1982/2	$21,678,906.56	28.16%	02/11/08		
1982/1	$19,478,472.04	39.42%	02/11/08	$41,157,378.60	33.26%
1981/2	$16,915,375.02	64.22%	11/25/08		
1981/1	$13,970,784.29	43.38%	11/25/08	$30,886,159.31	54.09%
1980/2	$10,300,643.55	24.74%	10/24/05		
1980/1	$9,743,848.23	27.67%	10/25/05	$20,044,491.78	26.15%
1979/2	$8,257,623.65	25.63%	10/26/05		
1979/1	$7,632,169.73	20.44%	10/27/05	$15,889,793.38	23.08%
1978/2	$6,572,982.50		10/28/05		
1978/1	$6,337,044.38		10/29/05	$12,910,026.88	
Total				**$3,751,093,960.40**	

LICENSING DIVISION
REPORT OF RECEIPTS
1/23/2009

SATELLITE YEAR/PERIOD	TOTAL DEPOSITS	PERCENT GROWTH	LAST DEPOSIT	TOTAL DEPOSIT BY YEAR	PERCENT GROWTH
2008/2					
2008/1	$46,926,370.55	4.00%	08/20/08	$46,926,370.55	
2007/2	$44,820,833.24	4.45%	01/30/08		
2007/1	$45,121,723.99	3.60%	11/08/07	$89,942,557.23	4.03%
2006/2	$42,909,846.50	10.04%	03/22/07		
2006/1	$43,552,154.74	10.77%	03/22/07	$86,462,001.24	10.41%
2005/2	$38,993,747.81	10.28%	03/22/07		
2005/1	$39,315,963.37	12.39%	08/01/05	$78,309,711.18	11.33%
2004/2	$35,357,420.59	4.43%	09/01/05		
2004/1	$34,981,057.03	3.96%	09/01/05	$70,338,477.62	4.20%
2003/2	$33,657,253.35	-0.22%	01/30/04		
2003/1	$33,847,366.17	-1.58%	07/19/04	$67,504,619.52	-0.90%
2002/2	$33,933,297.12	-8.75%	02/25/03		
2002/1	$34,186,301.93	-7.21%	09/26/02	$66,119,599.05	-7.98%
2001/2	$37,186,165.31	7.18%	01/31/02		
2001/1	$36,842,154.99	10.64%	09/20/02	$74,028,320.30	8.87%
2000/2	$34,696,199.62	18.08%	10/29/01		
2000/1	$33,298,565.71	-35.08%	10/29/01	$67,994,765.33	-15.72%
1999/2	$29,383,056.92	-45.41%	05/04/00		
1999/1	$51,290,949.82	-7.96%	10/05/99	$80,674,006.74	-26.36%
1998/2	$53,821,069.71	128.81%	01/19/00		
1998/1	$55,727,832.06	189.80%	08/07/98	$109,548,901.77	156.24%
1997/2	$23,522,196.82	52.82%	03/18/98		
1997/1	$19,229,571.70	41.93%	11/07/97	$42,751,768.52	47.62%
1996/2	$15,412,271.22	25.22%	02/26/97		
1996/1	$13,548,288.52	23.67%	08/06/96	$28,960,559.74	24.49%
1995/2	$12,307,755.12	23.41%	02/20/96		
1995/1	$10,954,852.38	36.03%	10/04/95	$23,262,607.50	29.05%
1994/2	$9,973,123.28	47.74%	06/05/95		
1994/1	$8,053,301.13	55.14%	09/13/94	$18,026,424.41	50.96%
1993/2	$6,750,269.48	72.79%	03/28/94		
1993/1	$5,190,922.06	99.74%	08/27/93	$11,941,191.54	83.55%
1992/2	$3,906,711.02	103.26%	05/05/93		
1992/1	$2,598,879.32	49.24%	08/03/92	$6,505,590.34	77.58%
1991/2	$1,921,990.44	17.22%	03/06/92		
1991/1	$1,741,464.97	14.87%	03/06/92	$3,663,455.41	16.09%
1990/2	$1,639,662.03	22.83%	05/14/91		
1990/1	$1,515,974.06	39.25%	07/31/90	$3,155,636.09	30.21%
1989/2	$1,334,880.11		08/30/90		
1989/1	$1,088,677.39		08/01/89	$2,423,557.50	
TOTAL				**$933,613,751.03**	

LICENSING DIVISION
REPORT OF RECEIPTS
1/23/2009

DART YEAR/PERIOD	TOTAL DEPOSITS	PERCENT GROWTH	LAST DEPOSIT	TOTAL DEPOSIT BY YEAR	PERCENT GROWTH
2008/4	$1,150.92	-99.79%	01/20/09		
2008/3	$303,658.57	-20.91%	11/20/08		
2008/2	$424,155.48	6.28%	11/19/08		
2008/1	$350,706.93	2.85%	08/15/08	$1,079,671.90	
2007/4	$555,688.61	57.17%	08/27/08		
2007/3	$383,937.32	2.05%	01/14/08		
2007/2	$399,075.70	-64.04%	01/17/08		
2007/1	$340,973.18	-28.37%	06/11/07	$1,679,674.81	-48.47%
2006/4	$1,297,394.68	33.04%	11/15/07		
2006/3	$376,231.35	-14.60%	06/11/07		
2006/2	$1,109,898.07	106.31%	06/11/07		
2006/1	$476,030.14	-0.84%	06/11/07	$3,259,554.24	33.93%
2005/4	$975,171.17	44.20%	06/11/07		
2005/3	$440,568.04	-9.95%	06/11/07		
2005/2	$537,971.82	32.44%	06/11/07		
2005/1	$480,081.60	-56.73%	06/11/07	$2,433,792.63	-9.23%
2004/4	$676,284.90	-19.16%	06/11/07		
2004/3	$489,236.00	-30.74%	06/11/07		
2004/2	$406,198.73	-35.39%	06/11/07		
2004/1	$1,109,623.20	15.16%	06/11/07	$2,681,342.83	-14.46%
2003/4	$836,599.15	-19.36%	06/11/07		
2003/3	$706,407.83	-29.13%	06/11/07		
2003/2	$628,741.80	-25.42%	06/11/07		
2003/1	$963,516.87	60.60%	06/11/07	$3,135,265.65	-9.83%
2002/4	$1,037,414.44	1.55%	06/11/07		
2002/3	$996,698.01	6.14%	06/11/07		
2002/2	$843,051.89	19.05%	06/11/07		
2002/1	$599,935.96	-42.14%	06/11/07	$3,477,100.30	-6.17%
2001/4	$1,021,804.38	-38.24%	10/21/02		
2001/3	$939,021.40	-32.58%	08/14/03		
2001/2	$708,177.59	-42.61%	11/05/02		
2001/1	$1,036,896.54	3.76%	07/16/02	$3,705,699.91	-29.82%
2000/4	$1,654,098.28	79.57%	08/18/04		
2000/3	$1,393,072.95	63.03%	10/31/03		
2000/2	$1,234,062.82	48.46%	11/20/08		
2000/1	$999,304.59	13.33%	04/26/01	$5,280,536.64	51.36%
1999/4	$921,127.84	31.54%	02/05/01		
1999/3	$854,480.25	31.49%	02/05/01		
1999/2	$831,224.09	159.18%	07/27/00		
1999/1	$881,791.61	177.73%	07/27/00	$3,488,623.79	75.45%
1998/4	$700,280.95	145.85%	07/27/00		
1998/3	$649,858.83	129.01%	10/27/00		
1998/2	$320,707.65	90.41%	07/27/00		
1998/1	$317,496.33	18.76%	07/27/00	$1,988,343.76	97.97%
1997/4	$284,846.45	193.62%	07/27/00		
1997/3	$283,774.20	139.14%	07/27/00		
1997/2	$168,428.23	77.76%	07/27/00		
1997/1	$267,333.37	130.83%	07/27/00	$1,004,382.25	135.64%
1996/4	$97,011.58	-23.67%	07/27/00		
1996/3	$118,666.76	-13.89%	07/27/00		
1996/2	$94,746.82	-11.41%	07/27/00		
1996/1	$115,816.46	5.52%	07/27/00	$426,243.62	-11.50%
1995/4	$127,094.30	-13.38%	07/27/00		
1995/3	$137,808.40	5.36%	07/27/00		
1995/2	$106,950.25	-30.56%	05/31/00		
1995/1	$109,755.58	21.36%	05/31/00	$481,608.53	-7.74%
1994/4	$148,728.29	22.47%	05/31/00		
1994/3	$130,803.26	23.18%	05/31/00		
1994/2	$154,028.82	29.41%	05/31/00		
1994/1	$90,441.47	-48.36%	05/22/98	$521,999.64	0.35%
1993/4	$119,806.92	1.34%	09/14/94		
1993/3	$106,179.39		05/31/00		
1993/2	$119,024.84		05/31/00		
1993/1	$175,151.69		05/31/00	$520,162.84	
1992/4	$118,227.42		07/31/94	$118,227.42	
TOTAL				**$34,202,558.86**	

NUMBER OF CABLE SYSTEMS BY FORM

YEAR	AVERAGE NUMBER OF F1 SYSTEMS	AVERAGE NUMBER OF F2 SYSTEMS	AVERAGE NUMBER OF F3 SYSTEMS	TOTAL NUMBER OF SYSTEMS
2000	5,301	2,373	2,103	9,777
	54.2%	24.3%	21.5%	100.0%
2001	5,258	2,051	1,836	9,145
	57.5%	22.4%	20.1%	100.0%
2002	4,940	1,788	1,743	8,471
	58.3%	21.1%	20.6%	100.0%
2003	4,533	1,640	1,669	7,842
	57.8%	20.9%	21.3%	100.0%
AVERAGE, ALL YEARS	5,008	1,963	1,838	8,809
	56.9%	22.3%	20.9%	100.0%

SOURCE: CABLE DATA CORPORATION

ROYALTIES BY FORM

YEAR	ROYALTIES PAID BY F1 SYSTEMS	ROYALTIES PAID BY F2 SYSTEMS	ROYALTIES PAID BY F3 SYSTEMS	TOTAL ROYALTIES
2000	$ 351,954	$ 4,279,608	$ 111,871,811	116,503,373
	0.3%	3.7%	96.0%	100.0%
2001	$ 375,651	$ 4,159,556	$ 116,144,090	120,679,297
	0.3%	3.4%	96.2%	100.0%
2002	$ 365,936	$ 3,630,270	$ 125,765,602	129,761,808
	0.3%	2.8%	96.9%	100.0%
2003	$ 337,159	$ 3,360,197	$ 126,726,417	130,423,773
	0.3%	2.6%	97.2%	100.0%
TOTAL, ALL YEARS	1,430,700	15,429,631	480,507,920	497,368,251
	0.3%	3.1%	96.6%	100.0%

SOURCE: CABLE DATA CORPORATION

NUMBER OF SUBSCRIBERS BY FORM

YEAR	AVERAGE NUMBER OF F1 SUBSCRIBERS	AVERAGE NUMBER OF F2 SUBSCRIBERS	AVERAGE NUMBER OF F3 SUBSCRIBERS	TOTAL NUMBER OF SUBSCRIBERS
2000	1,531,710	4,190,980	60,418,458	66,141,148
	2.3%	6.3%	91.3%	100.0%
2001	1,596,572	4,134,215	60,470,614	66,201,401
	2.4%	6.2%	91.3%	100.0%
2002	1,394,309	3,359,605	60,604,709	65,358,623
	2.1%	5.1%	92.7%	100.0%
2003	1,243,011	2,958,685	59,707,396	63,909,092
	1.9%	4.6%	93.4%	100.0%
AVERAGE, ALL YEARS	1,441,401	3,660,871	60,300,294	65,402,566
	2.2%	5.6%	92.2%	100.0%

SOURCE: CABLE DATA CORPORATION

APPENDIX C

Direct Testimony of
Marsha E. Kessler

PERMITTED SIGNALS PRIOR TO JUNE 24, 1981

LOCATION OF SYSTEM	NUMBER OF PERMITTED NETWORKS*	NUMBER OF PERMITTED INDEPENDENTS	ADDITIONAL INDEPENDENTS
TOP 50 MARKETS	1/EACH PER NETWORK	3	2, SUBJECT TO RESTRICTIONS
SECOND 50 MARKETS	1/EACH PER NETWORK	2	2, SUBJECT TO RESTRICTIONS
SMALLER MARKETS	1/EACH PER NETWORK	1	(ZERO)

*ABC, CBS or NBC

Subpart B—Registration Statements

§ 76.29 Special temporary authority.

(a) In circumstances requiring the temporary use of community units for operations not authorized by the Commission's rules, a cable television system may request special temporary authority to operate. The Commission may grant special temporary authority, upon a finding that the public interest would be served thereby, for a period not to exceed ninety (90) days, and may extend such authority, upon a like finding, for one additional period, not to exceed ninety (90) days.

(b) Requests for special temporary authority may be submitted informally, by letter, and shall contain the following:

(1) Name and address of the applicant cable system.

(2) Community in which the community unit is located.

(3) Type of operation to be conducted.

(4) Date of commencement of proposed operations.

(5) Duration of time for which temporary authority is required.

(6) All pertinent facts and considerations relied on to demonstrate the need for special temporary authority and to support a determination that a grant of such authority would serve the public interest.

(7) A certificate of service on all interested parties.

(c) A request for special temporary authority shall be filed at least ten (10) days prior to the date of commencement of the proposed operations, or shall be accompanied by a statement of reasons for the delay in submitting such request.

(d) A grant of special temporary authority may be rescinded by the Commission at any time upon a finding of facts which warrant such action.

[39 FR 35166, Sept. 30, 1974; 42 FR 19346, Apr. 13, 1977, as amended at 43 FR 49008, Oct. 20, 1978]

Subpart C—Federal-State/Local Regulatory Relationships [Reserved]

Subpart D—Carriage of Television Broadcast Signals

§ 76.51 Major television markets.

For purposes of the cable television rules, the following is a list of the major television markets and their designated communities:

(a) First 50 major television markets:

(1) New York, New York-Linden-Paterson-Newark, New Jersey.

(2) Los Angeles-San Bernardino-Corona-Riverside-Anaheim, Calif.

(3) Chicago, Ill.

(4) Philadelphia, Pa.-Burlington, N.J.

(5) Detroit, Mich.

(6) Boston-Cambridge-Worcester-Lawrence, Mass.

(7) San Francisco-Oakland-San Jose, Calif.

(8) Cleveland-Lorain-Akron, Ohio.

(9) Washington, DC.

(10) Pittsburgh, Pa.

(11) St. Louis, Mo.

(12) Dallas-Fort Worth, Tex.

(13) Minneapolis-St. Paul, Minn.

(14) Baltimore, Md.

(15) Houston, Tex.

(16) Indianapolis-Bloomington, Ind.

(17) Cincinnati, Ohio-Newport, Ky.

(18) Atlanta-Rome, Ga.

(19) Hartford-New Haven-New Britain-Waterbury-New London, Ct.

(20) Seattle-Tacoma, Wash.

(21) Miami, Fla.

(22) Kansas City, Mo.

(23) Milwaukee, Wis.

(24) Buffalo, N.Y.

(25) Sacramento-Stockton-Modesto, Calif.

(26) Memphis, Tenn.

(27) Columbus-Chillicothe, Ohio.

(28) Tampa-St. Petersburg-Clearwater, Florida.

(29) Portland, Oreg.

(30) Nashville, Tenn.

(31) New Orleans, La.

(32) Denver-Castle Rock, Colorado.

(33) Providence, R.I.-New Bedford, Mass.

(34) Albany-Schenectady-Troy, N.Y.

(35) Syracuse, N.Y.

(36) Charleston-Huntington, W. Va.

(37) Kalamazoo-Grand Rapids-Battle Creek, Mich.

(38) Louisville, Ky.

(39) Oklahoma City, Okla.

(40) Birmingham, Ala.

(41) Dayton-Kettering, Ohio.

(42) Charlotte, N.C.
(43) Phoenix-Mesa, Ariz.
(44) Norfolk-Newport News-Portsmouth-Hampton, Va.
(45) San Antonio, Tex.
(46) Greenville-Spartanburg-Anderson, S.C.-Asheville, N.C.
(47) Greensboro-High Point-Winston Salem, N.C.
(48) Salt Lake City, Utah.
(49) Wilkes Barre-Scranton, Pa.
(50) Little Rock-Pine Bluff, Arkansas.

(b) Second 50 major television markets:

(51) San Diego, Calif.
(52) Toledo, Ohio.
(53) Omaha, Nebr.
(54) Tulsa, Okla.
(55) Orlando-Daytona Beach-Melbourne-Cocoa-Clermont, Florida.
(56) Rochester, N.Y.
(57) Harrisburg-Lancaster-York, Pa.
(58) Texarkana, Tex.-Shreveport, La.
(59) Mobile, Ala.-Pensacola, Fla.
(60) Davenport, Iowa-Rock Island-Moline, Ill.
(61) Flint-Bay City-Saginaw, Mich.
(62) Green Bay, Wis.
(63) Richmond-Petersburg, Va.
(64) Springfield-Decatur-Champaign, Illinois.
(65) Cedar Rapids-Waterloo, Iowa.
(66) Des Moines-Ames, Iowa.
(67) Wichita-Hutchinson, Kans.
(68) Jacksonville, Fla.
(69) Cape Girardeau, Mo.-Paducah, Ky.-Harrisburg, Ill.
(70) Roanoke-Lynchburg, Va.
(71) Knoxville, Tenn.
(72) Fresno-Visalia-Hanford-Clovis, California.
(73) Raleigh-Durham-Goldsboro-Fayetteville, North Carolina.
(74) Johnstown-Altoona, Pa.
(75) Portland-Poland Spring, Maine.
(76) Spokane, Wash.
(77) Jackson, Miss.
(78) Chattanooga, Tenn.
(79) Youngstown, Ohio.
(80) South Bend-Elkhart, Ind.
(81) Albuquerque, N. Mex.
(82) Fort Wayne-Roanoke, Ind.
(83) Peoria, Ill.
(84) Greenville-Washington-New Bern, N.C.
(85) Sioux Falls-Mitchell, S. Dak.
(86) Evansville, Ind.
(87) Baton Rouge, La.
(88) Beaumont-Port Arthur, Tex.
(89) Duluth, Minn.-Superior, Minn.
(90) Wheeling, W. Va.-Steubenville, Ohio.
(91) Lincoln-Hastings-Kearney, Nebr.
(92) Lansing-Onondaga, Mich.
(93) Madison, Wis.
(94) Columbus, Ga.
(95) Amarillo, Tex.
(96) Huntsville-Decatur, Ala.
(97) Rockford-Freeport, Ill.
(98) Fargo-Valley City, N.D.
(99) Monroe, La.-El Dorado, Ark.
(100) Columbia, S.C.

NOTE: Requests for changes to this list shall be made in the form of a petition for rulemaking pursuant to §1.401 of this chapter, except that such petitions shall not be subject to the public notice provisions of §1.403 of this chapter.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13866, July 14, 1972; 39 FR 24373, July 2, 1974; 39 FR 27572, July 30, 1974; 39 FR 37988, Oct. 25, 1974; 58 FR 17359, Apr. 2, 1993; 58 FR 30995, May 28, 1993; 58 FR 64168, Dec. 6, 1993; 58 FR 67694, Dec. 22, 1993; 59 FR 25344, May 16, 1994; 59 FR 46358, Sept. 8, 1994; 60 FR 45376, Aug. 31, 1995; 60 FR 51928, Oct. 4, 1995; 61 FR 18292, Apr. 25, 1996; 65 FR 68101, Nov. 14, 2000]

§ 76.53 Reference points.

The following list of reference points shall be used to identify the boundaries of the major and smaller television markets (defined in §76.5). Where a community's reference point is not given, the geographic coordinates of the main post office in the community shall be used.

State and community	Latitude	Longitude
Alabama:		
Anniston	33°39'49"	85°49'47"
Birmingham	33°31'01"	86°48'36"
Decatur	34°36'35"	86°58'45"
Demopolis	32°30'56"	87°50'07"
Dothan	31°13'27"	85°23'35"
Dozier	31°29'30"	86°21'59"
Florence	34°48'05"	87°40'31"
Huntsville	34°44'16"	86°35'19"
Louisville	31°47'00"	85°33'09"
Mobile	30°41'36"	88°02'33"
Montgomery	32°22'33"	86°18'31"
Mount Cheaha State Park	33°29'26"	85°48'30"
Selma	24°24'26"	87°01'15"
Tuscaloosa	33°12'05"	87°33'44"
Alaska:		
Anchorage	61°13'09"	149°53'29"
College	64°51'22"	147°48'38"
Fairbanks	64°50'35"	147°41'51"
Juneau	58°18'06"	134°25'09"
Sitka	57°02'56"	135°20'12"
Arizona:		
Flagstaff	35°11'54"	111°39'02"
Mesa	33°24'54"	111°49'41"

APPENDIX E

BREAKDOWN OF FORM 3 PAYMENTS BY ROYALTY TYPE

2000					
FEE SCHEDULE	AVERAGE NUMBER OF F3 SYSTEMS		ROYALTIES	SHARE OF F3 ROYALTIES	SHARE OF 2000 FUND $116,503,373
BASE RATE	1,863	$	99,648,160	89.1%	85.5%
3.75	232	$	12,104,368	10.8%	10.4%
SYNDEX	8	$	119,283	0.1%	0.1%
TOTAL	**2,103**	**$**	**111,871,811**	**100.0%**	**96.0%**

2001					
FEE SCHEDULE	AVERAGE NUMBER OF F3 SYSTEMS		ROYALTIES	SHARE OF F3 ROYALTIES	SHARE OF 2000 FUND $120,679,297
BASE RATE	1,595	$	102,542,014	88.3%	85.0%
3.75	232	$	13,517,280	11.6%	11.2%
SYNDEX	9	$	84,796	0.1%	0.1%
TOTAL	**1,836**	**$**	**116,144,090**	**100.0%**	**96.2%**

2002					
FEE SCHEDULE	AVERAGE NUMBER OF F3 SYSTEMS		ROYALTIES	SHARE OF F3 ROYALTIES	SHARE OF 2000 FUND $129,761,808
BASE RATE	1,474	$	109,361,432	87.0%	84.3%
3.75	263	$	16,371,409	13.0%	12.6%
SYNDEX	6	$	32,761	0.0%	0.0%
TOTAL	**1,743**	**$**	**125,765,602**	**100.0%**	**96.9%**

2003					
FEE SCHEDULE	AVERAGE NUMBER OF F3 SYSTEMS		ROYALTIES	SHARE OF F3 ROYALTIES	SHARE OF 2000 FUND $130,423,773
BASE RATE	1,393	$	109,983,369	86.8%	84.3%
3.75	271	$	16,707,622	13.2%	12.8%
SYNDEX	6	$	35,426	0.0%	0.0%
TOTAL	**1,670**	**$**	**126,726,417**	**100.0%**	**97.2%**

SOURCE: CABLE DATA CORPORATION

FEE GEN ANALYSIS - DUNKIRK, NY*

ACCOUNT PERIOD	SUBSCRIBERS	ROYALTY	GROSS RECEIPTS	# DISTANT STATIONS	TOTAL DSEs	RATE, 1st DSE	BASE RATE ROYALTY 1st DSE	BASE RATE 1.00 DSE FEES GEN	3.75 1.00 DSE FEES GEN	NOTES
1998-1	12,711	$ 21,105	$ 299,058	8	5.75	0.893%	$ 2,671	$ 1,744	$ 2,879	
1998-2	13,647	$ 21,992	$ 389,374	8	5.75	0.893%	$ 3,477	$ 1,744	$ 3,033	
1999-1	13,912	$ 21,583	$ 386,923	8	5.75	0.893%	$ 3,455	$ 1,798	$ 2,934	
1999-2*	7,479	$ 21,947	$ 387,839	8	5.75	0.893%	$ 3,463	$ 2,642	$ 3,108	
2000-1	7,773	$ 22,048	$ 383,820	8	5.75	0.893%	$ 3,428	$ 1,744	$ 3,037	
2000-2	7,638	$ 2,854	$ 365,696	(8)	N/A	(F2)	N/A	N/A	N/A	SECTION 111 RATE CHANGED
2001-1	7,659	2,605	$ 349,237	(7)	N/A	(F2)	N/A	N/A	N/A	
2001-2	7,589	$ 19,353	$ 383,219	7	4.75	0.956%	$ 3,664	$ 2,161	$ 3,219	
2002-1	7,589	$ 82,365	$ 652,787	7	4.75	0.956%	$ 6,241	$ 2,180	$ 24,479	
2002-2	7,438	$ 133,113	$ 1,633,584	6	3.75	0.956%	$ 15,617	$ 6,909	$ 61,259	ADDED SATELLITE TIER, GROSS RECEIPTS INCREASED
2003-1	7,213	$ 126,543	$ 1,552,965	6	3.75	0.956%	$ 14,846	$ 6,568	$ 58,236	
2003-2	6,957	$ 242,883	$ 1,552,118	8	5.75	0.956%	$ 14,838	$ 4,281	$ 58,205	
2004-1	6,810	$ 252,820	$ 1,615,618	8	5.75	0.956%	$ 15,445	$ 4,456	$ 60,586	
2004-2	6,561	$ 2,324	$ 327,320	(6)	N/A	(F2)	N/A	N/A	N/A	PROVIDED SATELLITE TIER FOR FREE
2005-1	6,387	$ 2,432	$ 338,144	(6)	N/A	(F2)	N/A	N/A	N/A	

*Data were taken from photocopies of microfiched SOA. The microfiche was difficult to read, but was the only copy available.
The information offered in this chart is based on a good-faith effort at reading the problematic SOA.

APPENDIX F

DIRECT TESTIMONY OF MARSHA E. KESSLER

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

Executed on February 2, 2009

Marsha E. Kessler

Marsha E. Kessler

KESSLER

APPENDIX B

MPAA-REPRESENTED CLAIMANTS
2000 US CABLE RETRANSMISSION ROYALTIES
2000 CLAIMANT*
AB DOLLY LLC
AFMA COLLECTIONS
ALLIED COMMUNICATIONS INC
AMERICAN BROADCASTING COMPANIES, INC.
AMERICAN HEALTH & FITNESS LLC
AUDIO-VISUAL COPYRIGHT SOCIETY LIMITED
B & A PRODUCTIONS LLC
BABE WINKELMAN PRODUCTIONS INC.
BIG LEAGUE GOLF INC
BIG TICKET TELEVISION INC
BODYBLADE INC
BUENA VISTA TELEVISION
CABLE NEWS NETWORK
CALIFON PRODUCTIONS, INC
CBS BROADCASTING, INC.
CESARI RESPONSE TELEVISION, INC.
CF ENTERTAINMENT
CINAR CORPORATION
CLASSIC MEDIA LLC
COLUMBIA PICTURES TELEVISION INC
DIC ENTERTAINMENT LP
DICK CLARK PRODUCTIONS, INC.
DL TAFFNER, LTD
FINTAGE PUBLISHING AND COLLECTION B.V.
FIREWORKS ENTERTAINMENT INC
FOX ENTERTAINMENT GROUP INC.
FOX FAMILY WORLDWIDE INC
FTM PRODUCTIONS
GENERAL MILLS SALES INC
GENESIS DISTRIBUTION INC
GENESIS INTERMEDIA, INC.
GT MERCHANDISING & LICENSING LLC
GUTHY-RENKER
HALLMARK ENTERTAINMENT DISTRIBUTION INC
HASBRO, INC.
HAWTHORNE COMMUNICATIONS, INC.
HEARST ENTERTAINMENT INC.
HOME BOX OFFICE
INTERSPORT INC
JALBERT PRODUCTIONS INC
JEOPARDY PRODUCTIONS, INC
KOST BROADCAST SALES
LARRY HARMON PICTURES CORP.
LEVY-GARDNER-LAVEN PRODUCTIONS, INC.
LIONS GATE ENTERTAINMENT CORP
MAJOR LEAGUE BASEBALL PROPERTIES, INC.
MG/PERIN, INC.
MODERN ENTERTAINMENT, LTD.

MPAA-REPRESENTED CLAIMANTS
2000 US CABLE RETRANSMISSION ROYALTIES
2000 CLAIMANT*
MORGAN CREEK PRODUCTIONS INC
NATIONAL BASKETBALL ASSOCIATION
NATIONAL BROADCASTING COMPANY INC
NATIONAL GEOGRAPHIC TELEVISION INC
NATIONAL HOCKEY LEAGUE
NELVANA LIMITED
NEW LINE CINEMA CORPORATION
NEW WEST PRODUCTS
NFL FILMS
ORANGE GLO, INC.
PARAMOUNT PICTURES, A VIACOM COMPANY
PATHE IMAGE SNC
PEARSON TELEVISION INC
PRODUCTIONS ZONE3 INC
QUICK N BRITE
RICHARD SIMMONS INC
RYSHER ENTERTAINMENT
SCREEN MEDIA VENTURES LLC
SCRIPT TO SCREEN PRODUCTIONS, INC.
SESAME WORKSHOP
SFM ENTERTAINMENT
SPECTACOR FILMS
SPELLING TELEVISION, INC
SPORTS LEGENDS INC
STEVE ROTFELD PRODUCTIONS, INC.
STEVE WHITE FILMS
STUDIOCANAL IMAGE
STUDIOS USA TELEVISION DISTRIBUTION
TALL PONY PRODUCTIONS
TELCO PRODUCTIONS, INC.
THE CANADIAN BROADCASTING CORPORATION
THE CARSEY WERNER COMPANY
THE GOODMAN GROUP, LLC.
THE LANDSBURG COMPANY
THE RECORDING INDUSTRY ASSOCIATION OF AMERICA INC
THE SUMMIT MEDIA GROUP INC
TIME LIFE FILMS
TORSO TRACK INC
TOTAL GYM FITNESS LLC
TRANSWORLD INTERNATIONAL, INC.
TRIBUNE ENTERTAINMENT COMPANY
UNIVISION NETWORK LIMITED PARTNERSHIP
US SKI & SNOWBOARD ASSOCIATION
WARNER BROS
WESTERN INTERNATIONAL SYNDICATION
WNBA ENTERPRISES LLC
WORLDVISION ENTERPRISES, INC
*MPAA represents all claimants within joint claims

MPAA-REPRESENTED CLAIMANTS
2001 US CABLE RETRANSMISSION ROYALTIES
2001 CLAIMANT*
AB DOLLY LLC
ABC FAMILY WORLDWIDE, INC.
AFMA COLLECTIONS
ALLIED COMMUNICATIONS INC
AMERICAN BROADCASTING COMPANIES, INC.
AUDIO-VISUAL COPYRIGHT SOCIETY
BABE WINKELMAN PRODUCTIONS INC.
BENNETT PRODUCTIONS INC.
BIG LEAGUE GOLF INC
BIG TICKET TELEVISION INC
BUENA VISTA TELEVISION
CABLE NEWS NETWORK LP LLP
CALIFON PRODUCTIONS, INC.
CARSEY-WERNER-MANDABACH LLC
CBS BROADCASTING, INC.
CF ENTERTAINMENT, INC
CLASSIC MEDIA LLC
CNBC, INC.
COLUMBIA PICTURES TELEVISION INC
COMPACT COLLECTIONS LIMITED
CRYSTAL PICTURES INC
DIC ENTERTAINMENT, LP
DL TAFFNER, LTD
DREAMWORKS LLC
EUROPEAN PICTURES BV
FAMILY PRODUCTS LLP
FINTAGE PUBLISHING & COLLECTION BV
FOX ENTERTAINMENT GROUP INC.
FREMANTLEMEDIA NORTH AMERICA, INC.
GRIZZLY ADAMS PRODUCTIONS INC
GT MERCHANDISING & LICENSING LLC
GUTHY-RENKER
HALLMARK ENTERTAINMENT
HARMONY GOLD U.S.A.
HASBRO, INC.
HAWTHORNE COMMUNICATIONS
HEARST ENTERTAINMENT INC.
HOME BOX OFFICE
JAFFE BRAUNSTEIN FILMS LTD
JALBERT PRODUCTIONS, INC.
JASINSKI TV
JEOPARDY PRODUCTIONS, INC.
KELLER ENTERTAINMENT CORP
KOST BROADCAST SALES
LARRY HARMON PICTURES CORP.
LEVY-GARDNER-LAVEN PRODUCTIONS, INC.
LITTON SYNDICATIONS
MAJOR LEAGUE BASEBALL PROPERTIES, INC.

MPAA-REPRESENTED CLAIMANTS
2001 US CABLE RETRANSMISSION ROYALTIES
2001 CLAIMANT*
MARTHA STEWART LIVING OMNIMEDIA, INC.
MARTY STOUFFER PRODUCTIONS
METRO-GOLDWYN-MAYER STUDIOS INC.
MG/PERIN, INC.
MODERN ENTERTAINMENT, LTD.
MOSO PRODUCTIONS
NASCAR DIGITAL ENTERTAINMENT LTD
NATIONAL BASKETBALL ASSOCIATION
NATIONAL BROADCASTING COMPANY INC
NATIONAL GEOGRAPHIC TELEVISION
NATIONAL HOCKEY LEAGUE
NBC ENTERPRISES, INC.
NELVANA LIMITED
NEW LINE CINEMA CORPORATION
NFL FILMS
O. ATLAS ENTERPRISES, INC.
OLIVER PRODUCTIONS, INC.
OVERVIEW PRODUCTIONS INC
PARAMOUNT PICTURES, A VIACOM COMPANY
PRODUCTIONS ZONE3 INC.
RED HORSE
RYSHER ENTERTAINMENT
SANDRA CARTER PRODUCTIONS
SCHOLASTIC ENTERTAINMENT INC.
SCREEN MEDIA VENTURES, LLC
SCRIPT TO SCREEN PRODUCTIONS, INC
SESAME WORKSHOP
SFM ENTERTAINMENT LLC
SFX TELEVISION
SPECTACOR FILMS
SPELLING TELEVISION, INC.
STEPHEN J CANNELL PRODUCTIONS INC
STEVE ROTFELD PRODUCTIONS, INC.
STEVE WHITE FILMS
STUDIOS USA TELEVISION
TELCO PRODUCTIONS, INC.
THE CANADIAN BROADCASTING CORPORATION
THE GOODMAN GROUP, LLC
THE LANDSBURG COMPANY
THE PROGRAM EXCHANGE
THE SUMMIT MEDIA GROUP
TIME LIFE FILMS
TOTAL GYM FITNESS, LLC
TRANSWORLD INTERNATIONAL, INC.
TRIBUNE ENTERTAINMENT COMPANY
UNIVERSAL CITY STUDIOS LLP
UNIVISION NETWORK LIMITED PARTNERSHIP
WARNER BROS. DOMESTIC TELEVISION DISTRIBUTION

MPAA-REPRESENTED CLAIMANTS
2001 US CABLE RETRANSMISSION ROYALTIES
2001 CLAIMANT*
WESTERN INTERNATIONAL SYNDICATION
WNBA ENTERPRISES LLC
WORLDVISION ENTERPRISES, INC.
*MPAA represents all claimants within joint claims

MPAA-REPRESENTED CLAIMANTS
2002 US CABLE RETRANSMISSION ROYALTIES
2002 CLAIMANT*
ABC FAMILY WORLDWIDE, INC.
AFMA COLLECTIONS
AGICOA (GENEVA)
AGICOA (MUNICH)
ALLIED COMMUNICATIONS INC
AMERICAN BROADCASTING COMPANIES, INC.
AUDIO-VISUAL COPYRIGHT SOCIETY
BABE WINKELMAN PRODUCTIONS INC.
BETTER GRADES SEMINARS LLC
BIG LEAGUE GOLF INC
BIG TICKET TELEVISION INC.
BUENA VISTA TELEVISION
CALIFON PRODUCTIONS, INC.
CARSEY WERNER COMPANY LLC
CBS BROADCASTING, INC.
CF ENTERTAINMENT, INC.
CINAR CORPORATION
CLASSIC MEDIA LLC
CNBC, INC.
COMPACT COLLECTIONS LIMITED
CRYSTAL PICTURES INC
DIC ENTERTAINMENT
DICK CLARK PRODUCTIONS, INC.
DL TAFFNER, LTD.
DREAMWORKS LLC
ECLIPSE TELEVISION AND SPORTS MARKETING, LLC
EYE PRODUCTIONS INC
FINTAGE PUBLISHING & COLLECTION B.V.
FOX ENTERTAINMENT GROUP INC.
FREMANTLEMEDIA NORTH AMERICA, INC.
GENERAL MILLS SALES INC
GENESIS INTERMEDIA INC
GRIZZLY ADAMS PRODUCTIONS, INC.
GT MERCHANDISING & LICENSING LLC
GUTHY-RENKER
HALLMARK ENTERTAINMENT DISTRIBUTION LLC
HAWTHORNE COMMUNICATIONS INC
HISPANIC HERITAGE AWARDS FOUNDATION, INC.
INTERSPORT INC
JALBERT PRODUCTIONS, INC.
JASINSKI TV
JEOPARDY PRODUCTIONS, INC.
KOST BROADCAST SALES
LITTON SYNDICATIONS
MAJOR LEAGUE BASEBALL PROPERTIES, INC.
MARTHA STEWART LIVING OMNIMEDIA, INC.
MARTY STOUFFER PRODUCTIONS LTD.
METRO-GOLDWYN-MAYER STUDIOS INC.

MPAA-REPRESENTED CLAIMANTS
2002 US CABLE RETRANSMISSION ROYALTIES
2002 CLAIMANT*
MG/PERIN, INC.
MICHAEL JAFFE FILMS LTD
MODERN ENTERTAINMENT, LTD.
NASCAR DIGITAL ENTERTAINMENT LTD.
NATIONAL BASKETBALL ASSOCIATION
NATIONAL BROADCASTING COMPANY
NATIONAL GEOGRAPHIC SOCIETY
NBC ENTERPRISES, INC.
NELVANA LIMITED
NEW LINE CINEMA CORPORATION
NEW YORK ROAD RUNNERS CLUB INC
NFL FILMS
O. ATLAS ENTERPRISES INC
OLIVER PRODUCTIONS, INC.
OVERVIEW PRODUCTIONS INC.
PARAMOUNT PICTURES, A VIACOM COMPANY
PAUL RICH BENNETT PRODUCTIONS
PGA TOUR, INC.
POWERBASE FITNESS LLC
PRODUCTIONS ZONE3 INC
RED HORSE LLC
RYSHER ENTERTAINMENT
SANDRA CARTER PRODUCTIONS
SCHOLASTIC ENTERTAINMENT INC.
SCREEN MEDIA VENTURES, LLC
SCRIPT TO SCREEN PRODUCTIONS, INC
SFM ENTERTAINMENT LLC
SFX TELEVISION (same as SFX Sports Group?)
SONY PICTURES TELEVISION INC.
SPECTACOR FILMS
SPELLING TELEVISION, INC.
STEPHEN J CANNELL PRODUCTIONS INC
STEVE ROTFELD PRODUCTIONS, INC.
STEVE WHITE FILMS
STUDIOS USA
TALL PONY PRODUCTIONS LLC
TELCO PRODUCTIONS, INC.
THE CANADIAN BROADCASTING CORPORATION
THE GOODMAN GROUP LLC
THE LANDSBURG COMPANY
THE RECORDING INDUSTRY ASSOCIATION OF AMERICA
THE SUMMIT MEDIA GROUP
TOTAL GYM FITNESS, LLC
TRANSWORLD INTERNATIONAL, INC.
TRIBUNE ENTERTAINMENT COMPANY
UNITED FEATURE SYNDICATE INC
UNITED STATES OLYMPIC COMMITTEE
UNIVERSAL CITY STUDIOS PRODUCTIONS LLLP

MPAA-REPRESENTED CLAIMANTS
2002 US CABLE RETRANSMISSION ROYALTIES
2002 CLAIMANT*
UNIVISION NETWORK LIMITED PARTNERSHIP
URBAN LATINO TV, LLC
WARD PRODUCTIONS, INC.
WARNER BROS. DOMESTIC TELEVISION DISTRIBUTION
WESTERN INTERNATIONAL SYNDICATION
WNBA
WORLD WRESTLING ENTERTAINMENT, INC.
WORLDVISION ENTERPRISES INC.
*MPAA represents all claimants within joint claims

MPAA-REPRESENTED CLAIMANTS
2003 US CABLE RETRANSMISSION ROYALTIES
2003 CLAIMANT
ABC FAMILY WORLDWIDE INC
AGICOA
ALLIED COMMUNICATIONS INC
AMERICAN BROADCASTING COMPANIES INC
ARTIST & IDEA MANAGEMENT LTD
AUDIO-VISUAL COPYRIGHT SOCIETY
B & A PRODUCTIONS LLC
BABE WINKELMAN PRODUCTIONS, INC.
BETTER GRADES SEMINARS LLC
BIG TICKET TELEVISION INC
BUENA VISTA TELEVISION
CALIFON PRODUCTIONS, INC.
CBS BROADCASTING, INC.
CF ENTERTAINMENT INC
CHAMPION ENTERTAINMENT, INC.
CLASSIC MEDIA INC
CLEAR CHANNEL ENTERTAINMENT INC
CNBC INC
COMPACT COLLECTIONS LIMITED
D.L. TAFFNER LTD
DIC ENTERTAINMENT, LP
DICK CLARK PRODUCTIONS, INC.
DRAGON HOUSE PRODUCTIONS
DREAMWORKS LLC
ECLIPSE TELEVISION & SPORTS MARKETING LLC
EGEDA
EURO-PRO
EYE PRODUCTIONS INC
FINTAGE PUBLISHING AND COLLECTION B.V.
FOX ENTERTAINMENT GROUP INC
FREMANTLE MEDIA NORTH AMERICA INC
GENERAL MILLS SALES INC
GRIZZLY ADAMS PRODUCTIONS INC
GT MERCHANDISING & LICENSING CORP.
GUTHY-RENKER
HAWTHORNE COMMUNICATIONS INC
HISPANIC HERITAGE AWARDS FOUNDATION INC
HOME BOX OFFICE, INC.
HORTUS LTD
I.F.T.A. COLLECTIONS
INTERTAINMENT LICENSING GMBH
JAFFE BRAUNSTEIN FILMS LTD
JALBERT PRODUCTIONS INC
JEOPARDY PRODUCTIONS, INC.
LITTON SYNDICATIONS
MAJOR LEAGUE BASEBALL PROPERTIES INC
MARTHA STEWART LIVING OMNIMEDIA, INC.
MARTY STOUFFER PRODUCTIONS LTD.

MPAA-REPRESENTED CLAIMANTS
2003 US CABLE RETRANSMISSION ROYALTIES
2003 CLAIMANT
METRO-GOLDWYN-MAYER STUDIOS INC.
MG / PERIN, INC
MICHAEL JAFFE FILMS LTD
MODERN ENTERTAINMENT LTD.
NASCAR DIGITAL ENTERTAINMENT LTD
NATIONAL BASKETBALL ASSOCIATION
NATIONAL HOCKEY LEAGUE
NBC ENTERPRISES INC
NBC UNIVERSAL INC
NELVANA LIMITED
NEW LINE CINEMA CORPORATION
NEW YORK ROAD RUNNERS CLUB INC
NFL FILMS INC
NGHT INC
O. ATLAS ENTERPRISES INC
OLIVER PRODUCTIONS, INC.
PARAMOUNT PICTURES, A VIACOM COMPANY
PRODUCTIONS ZONE3 INC
RED HORSE LLC
REMODELING TODAY INC
RL 101 INC
RYSHER ENTERTAINMENT
SANDRA CARTER PRODUCTIONS
SCHOLASTIC ENTERTAINMENT INC
SCREEN MEDIA VENTURES, LLC
SESAME WORKSHOP
SFM ENTERTAINMENT LLC
SONY PICTURES TELEVISION INC
SPECTACOR FILMS
SPELLING TELEVISION, INC.
STEVE ROTFELD PRODUCTIONS, INC.
STEVE WHITE FILMS
TELCO PRODUCTIONS, INC.
THE CANADIAN BROADCASTING CORPORATION
THE CARSEY WERNER COMPANY, LLC
THE GOODMAN GROUP LLC
THE HERITAGE NETWORKS LLC
THE LANDSBURG COMPANY
THE RECORDING INDUSTRY ASSOCIATION OF AMERICA INC.
THE SUMMIT MEDIA GROUP
TOTAL GYM FITNESS LLC
TRANSWORLD INTERNATIONAL, INC .
TRIBUNE ENTERTAINMENT COMPANY
ULTIMATE CHOICE INC
UNIVERSAL CITY STUDIOS PRODUCTIONS LLP
UNIVISION NETWORK LIMITED PARTNERSHIP
URBAN LATINO TV LLC
WARD PRODUCTIONS INC

MPAA-REPRESENTED CLAIMANTS
2003 US CABLE RETRANSMISSION ROYALTIES
2003 CLAIMANT
WARNER BROTHERS DOMESTIC TELEVISION DISTRIBUTION
WESTERN INTERNATIONAL SYNDICATION
WORLD WRESTLING ENTERTAINMENT, INC.
WORLDVISION ENTERPRISES, INC.
*MPAA represents all claimants within joint claims

KESSLER

APPENDIX C

MPAA CLAIMED WORKS – 2000

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$TREET

...AT FIRST SIGHT (1995)

¡FELIZ MILENIO!

¿A QUÉ NO TE ATREVES?

¿SOY HOMBRE Y QUÉ?

10 MILLION DOLLAR GETAWAY, THE (1991)

102 DALMATIANS: CRUELLA UNLEASHED!

12:01 (1993)

1984 (1956)

1984 (1984)

21 STARS FOR THE 21ST CENTURY

21ST CENTURY

2B BY JAKE

3 NINJAS (1992)

3RD ROCK FROM THE SUN

48 HRS. (1982)

4PK TAE BO LIVE

7 DAYS

7TH HEAVEN

83 HOURS 'TIL DAWN (1990)

976-EVIL (1989)

976-EVIL II (1991)

AB DOLLY

AB DOLLY II

AB DOLLY PLUS

AB ROCKER

AB ROCKER 16

AB ROCKER 2

AB ROCKER 3

AB SLIDE

AB SLIDER

AB TWISTER

AB TWISTER 2

ABBOTT AND COSTELLO

AB-DOER

ABDUCTION (1975)

ABDUCTION, THE (1996)

ABOUT LAST NIGHT... (1986)

ABOVE THE RIM (1994)

ABSLIDE

ABSLIDE 2

ACADEMY AWARDS PREVIEW

ACCESS HOLLYWOOD

ACCIDENTAL MEETING (1994)

ACCIDENTAL TOURIST, THE (1988)

ACCIÓN EXTRA

ACCUSED, THE (1988)

ACE 3

ACROSS THE GREAT DIVIDE (1976)

ACROSS THE TRACKS (1991)

ACTION JACKSON (1988)

ACTION MAN

ADDICTED TO LOVE (1995)

ADDICTED TO LOVE (1997)

ADRENALIN: FEAR THE RUSH (1996)

ADVENTURES OF BLACK BEAUTY

ADVENTURES OF FORD FAIRLANE, THE (1990)

ADVENTURES OF JIM BOWIE

ADVENTURES OF SHERLOCK HOLMES, THE (1939)

ADVENTURES OF THE WILDERNESS FAMILY, THE (1975)

AERO BED

AERO EXTRA BED IN A MINUTE

AERO IMAGINAIR

AEROBED

AFTER HOURS (1985)

AFTERMATH (1990)

AGAINST HER WILL: AN INCIDENT IN BALTIMORE (1992)

AGAINST THEIR WILL: WOMEN IN PRISON (1994)

AGATHA (1979)

AINSLEY HARRIOTT

AIR AMERICA (1990)

AL CAER LA NOCHE

AL FILO DEL TERROR

AL FIN DE SEMANA

AL FIN DE SEMANA EN AÑO NUEVO

AL FIN DE SEMANA EN NAVIDAD

ALAN & NAOMI (1992)

ALBINO ALLIGATOR (1996)

ALCHEMIST, THE (1985)

ALGUNAS NUBES

ALI: AN AMERICAN HERO (2000)

ALICE IN WONDERLAND $.99 MOVIE (1951)

ALICE IN WONDERLAND (1951)

ALIEN 3 (1992)

ALIEN FURY (2000)

ALIEN INTRUDER (1993)

ALL GOD'S CHILDREN (1980)

ALL IN THE FAMILY

ALL MADDEN TEAM

ALL SHE EVER WANTED (1996)

ALLEGRO

ALLEGRO REVISED

ALLY MCBEAL

ALMA REBELDE

ALMOST AN ANGEL (1990)

ALMOST DEAD (1994)

AM GOLD

AM GOLD VERSION 2

AMADEUS (1984)

AMAZING PANDA ADVENTURE, THE (1995)

AMAZON

AMERICAN ADVENTURER

AMERICAN ATHLETE

AMERICAN BANDSTAND

MPAA CLAIMED WORKS – 2000

AMERICAN BORN (1990)

AMERICAN COMEDY AWARDS

AMERICAN CYBORG: STEEL WARRIOR (1994)

AMERICAN GOTHIC (1988)

AMERICAN HIGH

AMERICAN HOT WAX (1978)

AMERICAN MARKETING SYSTEMS

AMERICAN NINJA 5 (1995)

AMERICAN ROULETTE (1988)

AMERICAN SAMURAI (1992)

AMERICAN SKI CLASSIC

AMERICAN STORY, AN (1992)

AMERICAN SUMMER, AN (1990)

AMERICA'S DUMBEST CRIMINALS

AMERICA'S FUNNIEST HOME VIDEOS

AMERICA'S FUNNIEST HOME VIDEOS SALUTE TO BONEHEADS

AMERICA'S FUNNIEST HOME VIDEOS UNCENSORED

AMERICA'S FUNNIEST HOME VIDEOS: KIDS AND ANIMALS

AMERICA'S MOST WANTED: AMERICA FIGHTS BACK

AMIGO

AMITYVILLE 1992: IT'S ABOUT TIME (1992)

AMOR GITANO

ANASTASIA (1997)

AND GOD CREATED WOMAN (1988)

ANDROMEDA

ANDY GRIFFITH

ANGEL

ANGEL ON MY SHOULDER (1980)

ANGELA ANACONDA

ANGELITO MÍO

ANIMAL RESCUE

ANIMAL RESCUE – A CHRISTMAS SPECIAL

ANNA KARENINA (1948)

ANOTHER 48 HRS. (1990)

ANOTHER STAKEOUT (1993)

ANOTHER YOU (1991)

AOL

APPOINTMENT FOR A KILLING (1993)

AQUÍ Y AHORA

ARABIAN KNIGHT (1995)

ARACHNOPHOBIA (1990)

ARCHIE BUNKER'S PLACE

ARCTIC BLUE (1993)

ARISTOCATS, THE (1970)

ARTHUR (1981)

ARTHUR 2: ON THE ROCKS (1988)

AS GOOD AS DEAD (1995)

ASESINATO EN PLAZA GARIBALDI

ASSAULT AT WEST POINT: THE COURT-MARTIAL OF JOHNSON WHITTAKER (1994)

ASSIGNMENT, THE (1997)

AT HOME WITH THE WEBBERS (1993)

ATTEMPT TO KILL (1961)

ATTICA (1980)

AUSSIE HAIR OFFER

AUSSIE NADS

AUSTIN POWERS: INTERNATIONAL MAN OF MYSTERY (1997)

AUTO LOCK

AUTO LOCK PRO

AUTOBIOGRAPHY OF MISS JANE PITTMAN, THE (1974)

AUTOCLOCK PRO

AUTOLOCK

AUTOLOCK PRO 2

AUTOLOCK UNBREAKABLE

AVENGERS

AWAKE TO DANGER (1995)

AWAKENINGS (1990)

AWESOME ADVENTURES

AXIS

AXIS HELP

AXIS MARKETING

BABE RUTH (1991)

BABE WINKELMAN'S GOOD FISHING

BABE WINKELMAN'S OUTDOOR SECRETS

BABY BLUES

BABY HUEY'S GREAT EASTER ADVENTURE (1999)

BABY OF THE BRIDE (1991)

BABY, IT'S YOU (1983)

BABY'S DAY OUT (1994)

BACHELOR'S BABY, THE (1996)

BACK IN BUSINESS (1997)

BACKSTREET DREAMS (1990)

BACKSTROKE

BACKSTROKE 2

BAD BLOOD (1981)

BAD BLOOD (1994)

BAD BOYS (1995)

BAD COMPANY (1994)

BAD NEWS BEARS, THE (1976)

BAJA OKLAHOMA (1988)

BANJO MINNOW

BANNED IN AMERICA: THE WORLD'S SEXIEST COMMERCIALS 2

BASIC INSTINCT (1992)

BATMAN (1989)

BATMAN BEYOND

BATMAN RETURNS (1992)

BATTLE BEYOND THE STARS (1980)

BATTLE DOME

BATTLE OF THE CHILD GENIUSES: WHO IS THE SMARTEST KID IN AMERICA?

BATTLING FOR BABY (1992)

BAYWATCH HAWAII

BEACON

MPAA CLAIMED WORKS – 2000

BEACON CHITO

BEAKMAN'S WORLD

BEAR, THE (1989)

BEAST MACHINES

BEAST WARS

BEASTMASTER

BEASTMASTER, THE (1982)

BEAT THE DEVIL (1954)

BEAT, THE

BEAT, THE (1987)

BEAUTICIAN AND THE BEAST, THE (1997)

BEAUTY & DENISE (1989)

BED OF LIES (1992)

BED OF ROSES (1996)

BEDKNOBS AND BROOMSTICKS (1971)

BEDROOM WINDOW, THE (1987)

BELL JAR, THE (1979)

BENEATH THE 12-MILE REEF (1953)

BENEFIT OF THE DOUBT (1993)

BENJI (1974)

BENSON

BEST FRIENDS (1982)

BEST OF ANIMAL RESCUE

BEST OF DEAN MARTIN

BEST OF HARD ROCK LIVE: HARD ROCKERS

BEST OF HARD ROCK LIVE: ROCK & POP

BEST OF HARD ROCK LIVE

BEST OF SESSIONS AT WEST 54TH

BEST OF THE BEST (1989)

BETTER HOMES AND GARDENS

BETTY FORD STORY, THE (1987)

BEVERLY HILLBILLIES

BEVERLY HILLS COP II (1987)

BEVERLY HILLS, 90210

BEVERLY HILLS, 90210: THE FINAL GOODBYE

BEWITCHED

BEYOND BELIEF: FACT OR FICTION?

BEYOND RANGOON (1995)

BEYOND THE STARS (1989)

BIENVENIDOS

BIG BABY

BIG BRAWL, THE (1980)

BIG EASY, THE (1986)

BIG GEORGE OVEN

BIG GREEN, THE (1995)

BIG JAKE (1971)

BIG ONE: THE GREAT LOS ANGELES EARTHQUAKE, THE (1990)

BIG TREES, THE (1952)

BIG TROUBLE (1986)

BILL & TED'S BOGUS JOURNEY (1991)

BILL & TED'S EXCELLENT ADVENTURE (1989)

BILL NYE THE SCIENCE GUY

BILLBOARD MUSIC AWARDS

BILLBOARD'S ROCK 'N' ROLL NEW YEAR'S EVE

BILLY BATHGATE (1991)

BIONIC MINNOW

BIOSLIM

BIRD OF PREY (1995)

BITTER VENGEANCE (1994)

BLACK MAGIC WOMAN (1990)

BLACK SUNDAY (1977)

BLACKBEARD, THE PIRATE (1952)

BLACKBELT (1992)

BLAME IT ON THE BELLBOY (1992)

BLANK CHECK (1994)

BLESSED ASSURANCE (1997)

BLIND DATE (1934)

BLIND FAITH (1998)

BLIND FURY (1990)

BLIND MAN'S BLUFF (1992)

BLIND SPOT (1958)

BLIND SPOT (1993)

BLOCKBUSTER ENTERTAINMENT AWARDS

BLOOD BROTHERS (1994)

BLOOD FOR BLOOD (1995)

BLOOD MONEY (1997)

BLOODFIST II (1990)

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CALENDAR GIRL, COP, KILLER? THE BAMBI BEMBENEK STORY (1992)

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EL GRAN FINAL DE NUNCA TE OLVIDARÉ

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EL GRAN FINAL DE ROSALINDA

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HOLIDAY CELEBRITY SPORTS SPECTACULAR

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HOLLYWOOD CHRISTMAS

HOLLYWOOD ONE ON ONE

HOLLYWOOD SQUARES

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JOY LUCK CLUB, THE (1993)

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LA RISA EN VACACIONES II

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LO QUE SE VIÓ Y NO SE VIÓ DE SOÑADORAS

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LONG SUMMER OF GEORGE ADAMS, THE (1981)

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LOVE IS NEVER SILENT (1985)

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MARTIN SHORT

MARTIN

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MATLOCK: THE ASSASSINATION (1992)

MATLOCK: THE DON (1986)

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MATLOCK: THE HUNTING PARTY (1989)

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MATLOCK: THE SUSPECT (1991)

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MAYFLOWER: THE PILGRIMS' ADVENTURE (1979)

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MEN ARE FROM MARS, WOMEN ARE FROM VENUS

MEN IN BLACK: THE SERIES

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MI GENTE! MY PEOPLE!

MICKI & MAUDE (1984)

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MIDAS RUN (1969)

MIDNIGHT COP (1989)

MIDNIGHT IN SAINT PETERSBURG (1997)

MIDNIGHT MAN (1995)

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MIRACLE LANDING (1990)

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MIRACLE ON 34TH STREET (1994)

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MIRRO WEAREVER

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MISS HAWAIIAN TROPIC UNITED STATES PAGEANT

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MISSING CHILDREN: A MOTHER'S STORY (1982)

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MLB '99: A SEASON OF HEROES

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MOTHER OF THE BRIDE (1993)

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MOUNTAIN FAMILY ROBINSON (1979)

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MOVE, GROOVE AND LOSE

MOVE, GROOVE AND LOSE 2

MOVIE STARS

MR. AND MRS. LOVING (1996)

MR. BLANDINGS BUILDS HIS DREAM HOUSE (1948)

MR. DESTINY (1990)

MR. SATURDAY NIGHT (1992)

MR. SMITH GOES TO WASHINGTON (1939)

MR. WRITE (1994)

MRS. DOUBTFIRE (1993)

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MUMMIES ALIVE!

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MUMMY LIVES, THE (1996)

MUPPET CHRISTMAS CAROL, THE (1992)

MURDER BY NATURAL CAUSES (1979)

MURDER IN MISSISSIPPI (1990)

MURDER IN NEW HAMPSHIRE: THE PAMELA SMART STORY (1991)

MURDER IN THREE ACTS (1986)

MURDER ON THE ORIENT EXPRESS (1974)

MURDER WITHOUT MOTIVE: THE EDMUND PERRY STORY (1992)

MURDEROUS AFFAIR: THE CAROLYN WARMUS STORY, A (1992)

MURDEROUS VISION (1991)

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MYSTERY MANSION (1984)

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NAD'S

NADS 2000

NADS OVERFLOW

NAKED GUN 2 1/2: THE SMELL OF FEAR, THE (1991)

NANNY

NASCAR RACERS

NASCAR RACERS: THE MOVIE (1999)

NASH BRIDGES

NATIONAL GEOGRAPHIC ON ASSIGNMENT

NATIONAL LAMPOON'S CHRISTMAS VACATION (1989)

NATIONAL LAMPOON'S EUROPEAN VACATION (1985)

NATIONAL LAMPOON'S LAST RESORT (1994)

NATIONAL LAMPOON'S SENIOR TRIP (1995)

NATIONAL LAMPOON'S VACATION (1983)

NATIONAL MEDIA

NATURAL ADVANTAGE

NATURAL COVER

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NAVIDAD EN VIENA

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NEVERENDING STORY III, THE (1994)

NEW ADVENTURES OF WINNIE THE POOH

NEW BATMAN/SUPERMAN ADVENTURES

NEW JACK CITY (1991)

NEW MAVERICK, THE (1978)

NEW SWISS FAMILY ROBINSON, THE (1999)

NEW TRUE LIFE ADVENTURES

NEW VO AUTOLOCK

NEWLYWED GAME

NEWSIES (1991)

NEWSRADIO

NEXT OF KIN (1989)

NFL EUROPE FOOTBALL

NFL PLAYERS FANTASY FOOTBALL WEEKLY

NFL PRESEASON SPECIAL

NFL UNDER THE HELMET

NFL YEARBOOK

NI CHANA, NI JUANA

NI DE AQUÍ NI DE ALLÁ

NIGHT IN PARADISE, A (1946)

NIGHT OF THE COMET (1984)

NIGHT OF THE HUNTER (1991)

NIGHT OF THE RUNNING MAN (1994)

NIGHT OF THE WARRIOR (1991)

NIGHT OWL (1993)

NIGHT SHIFT (1982)

NIGHT STALKER, THE (1971)

NIGHT STRANGLER, THE (1973)

NIGHT THE LIGHTS WENT OUT IN GEORGIA, THE (1981)

NIGHT VISION (1998)

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NIGHTMAN, THE (1992)

NIGHTMARE ON ELM STREET 2: FREDDY'S REVENGE, A (1985)

NIGHTMARE ON ELM STREET 5: THE DREAM CHILD (1989)

NIGHTMARE ON ELM STREET, A (1984)

NIKKI

NINJA: THE AMERICAN SAMURAI (1992)

NO CONTABAN CON MI ASTUCIA

NO CONTEST (1994)

NO HOLDS BARRED (1989)

NO MERCY (1986)

NO PLACE TO HIDE (1993)

NO SAFE HAVEN (1989)

NO SMALL AFFAIR (1984)

NOCHE DE BIENVENIDOS

NOCHE DE CARNAVAL 2000

NOCHE DE ELECCIONES

NOCHE DE ESTRELLAS

NOCHE DE PÁNICO

NOISES OFF (1992)

NORMAL LIFE (1996)

NORMAL, OHIO

NORTH (1994)

NOTICIERO UNIVISIÓN

NOTICIERO UNIVISIÓN -- FIN DE SEMANA

NOTICIERO UNIVISIÓN ÚLTIMA HORA

NOTICIERO UNIVISIÓN: BOLETÍN ESPECIAL

NOW OR NEVER

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NOWHERE TO HIDE (1987)

NOWHERE TO RUN (1993)

NRA

NRA 3

NSYNC 'NTIMATE HOLIDAY

NUESTRA BELLEZA DE MÉXICO

NUFIT

NUNCA TE OLVIDARÉ

NUNS ON THE RUN (1990)

NURSE, THE (1997)

NUTCRACKER: THE MOTION PICTURE (1986)

NYPD BLUE

O PIONEERS! (1992)

OCCASIONAL HELL, AN (1996)

OCTAGON, THE (1980)

ODD COUPLE

ODD JOBS (1986)

OF PURE BLOOD (1986)

OH, HEAVENLY DOG! (1980)

O'HARA'S WIFE (1982)

OLIVE, THE OTHER REINDEER

OLIVER & COMPANY (1988)

OLYMPIC GOLD

ON DANGEROUS GROUND (1996)

ON THE WATERFRONT (1954)

ON THIN ICE: THE DARK SIDE OF SKATING

ONASSIS: THE RICHEST MAN IN THE WORLD (1988)

ONCE UPON A CHRISTMAS

ONCE UPON A TEXAS TRAIN (1988)

ONCE UPON A TIME IN AMERICA (1984)

ONE GOOD COP (1991)

ONE MAN'S WAR (1991)

ONE NIGHT STAND (1997)

ONE SPECIAL VICTORY (1991)

ONE TOUGH BASTARD (1995)

ONEWORLD MUSIC BEAT

ONION FIELD, THE (1979)

ONLY THE LONELY (1991)

ONLY YOU (1992)

ONLY YOU (1994)

OPENING THE TOMBS OF THE GOLDEN MUMMIES

OPERATION CONDOR (1991)

OPERATION CONDOR 2: THE ARMOUR OF THE GODS (1986)

OPERATION SANDMAN: WARRIORS IN HELL (2000)

OPPOSITE SEX, THE (1956)

OPPOSITE SEX

OPRAH WINFREY

ORBITREK

ORDINARY MAGIC (1993)

ORIGINAL SIN (1989)

OSCAR (1991)

OSTERMAN WEEKEND, THE (1983)

OTHER PEOPLE'S MONEY (1991)

OUR HOUSE

OUT FOR BLOOD (1992)

OUT FOR JUSTICE (1991)

OUT OF SYNC (1995)

OUT TO SEA (1997)

OUTLAND (1981)

OUTRAGE (1973)

OUTRAGEOUS FORTUNE (1987)

OVER THE LINE (1995)

OVERBOARD (1978)

OVERNIGHT DELIVERY (1996)

OWL AND THE PUSSYCAT, THE (1970)

OXYCISE

PACHANGA LATINA

PACHANGA LATINA EXTRA

PACIFIC HEIGHTS (1990)

PAINT MATE

PAPÁ 2000

PAPER MASK (1990)

PARADE, THE (1984)

PARADISE (1991)

PARADISE, HAWAIIAN STYLE (1966)

PARENT 'HOOD

PARENT TRAP

PARENT TRAP, THE (1961)

PARENTHOOD

PARIS TROUT (1991)

PARKERS

PARTRIDGE FAMILY

PARTY GRILL

PARTY GRILL 4

PARTY OF FIVE

PASSED AWAY (1992)

PASSENGER 57 (1992)

PASSPORT TO MURDER (1993)

PAST MIDNIGHT (1991)

PAST TENSE (1994)

PASTA

PASTA 99

PASTA MAKER

PATRIOTS (1994)

PENSACOLA: WINGS OF GOLD

PENTATHLON (1995)

PENTHOUSE, THE

PEOPLE NEXT DOOR, THE (1996)

PEOPLE'S COURT

PEPPER ANN

PERFECT (1985)

PERFECT BODY (1997)

PERFECT FAMILY (1992)

PERFECT WEAPON, THE (1991)

PERFECT WOMAN

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PERRY MASON

PERRY MASON RETURNS (1985)

PERRY MASON: THE CASE OF THE ALL-STAR ASSASSIN (1989)

PERRY MASON: THE CASE OF THE AVENGING ACE (1988)

PERRY MASON: THE CASE OF THE DEFIANT DAUGHTER (1990)

PERRY MASON: THE CASE OF THE DESPERATE DECEPTION (1990)

PERRY MASON: THE CASE OF THE FATAL FASHION (1991)

PERRY MASON: THE CASE OF THE FATAL FRAMING (1992)

PERRY MASON: THE CASE OF THE GLASS COFFIN (1991)

PERRY MASON: THE CASE OF THE HEARTBROKEN BRIDE (1992)

PERRY MASON: THE CASE OF THE KILLER KISS (1993)

PERRY MASON: THE CASE OF THE LADY IN THE LAKE (1988)

PERRY MASON: THE CASE OF THE LETHAL LESSON (1989)

PERRY MASON: THE CASE OF THE LOST LOVE (1987)

PERRY MASON: THE CASE OF THE MALIGNED MOBSTER (1991)

PERRY MASON: THE CASE OF THE MURDERED MADAM (1987)

PERRY MASON: THE CASE OF THE MUSICAL MURDER (1989)

PERRY MASON: THE CASE OF THE NOTORIOUS NUN (1986)

PERRY MASON: THE CASE OF THE POISONED PEN (1990)

PERRY MASON: THE CASE OF THE RECKLESS ROMEO (1992)

PERRY MASON: THE CASE OF THE RUTHLESS REPORTER (1991)

PERRY MASON: THE CASE OF THE SCANDALOUS SCOUNDREL (1987)

PERRY MASON: THE CASE OF THE SHOOTING STAR (1986)

PERRY MASON: THE CASE OF THE SILENCED SINGER (1990)

PERRY MASON: THE CASE OF THE SINISTER SPIRIT (1987)

PERRY MASON: THE CASE OF THE SKIN-DEEP SCANDAL (1993)

PERRY MASON: THE CASE OF THE TELL-TALE TALK SHOW HOST (1993)

PERSONAL POWER

PERSONS UNKNOWN (1996)

PEST OFFENSE

PHANTOM OF THE OPERA, THE (1989)

PICARDÍA MEXICANA

PICKING UP THE PIECES (1985)

PICTURE PERFECT (1997)

PINKY & THE BRAIN

PINOCCHIO'S REVENGE (1996)

PIRANHA (1995)

PJS

PLACE FOR ANNIE, A (1994)

PLAGUE, THE (1992)

PLATO'S RUN (1997)

PLAY IT AGAIN, SAM (1972)

PLAYERS CLUB, THE (1998)

PLAYMATES (1941)

PLAZA SÉSAMO

POBRE DIABLA

POBRE NIÑA RICA

POETIC JUSTICE (1993)

POINT BREAK (1991)

POISON IVY: THE NEW SEDUCTION (1997)

POKEMON

POKEMON: THE JOHTO JOURNEYS

POLICE ACADEMY (1984)

POLICE ACADEMY 3: BACK IN TRAINING (1986)

POLICE ACADEMY: MISSION TO MOSCOW (1994)

POLICE STORY

POLICE VIDEOS

POLICE WOMAN

POLTERGEIST (1982)

PONTIAC MOON (1994)

POPEYE (1980)

POPULAR MECHANICS FOR KIDS

POPULAR

POR TU AMOR

POR TU MALDITO AMOR

POSTCARDS FROM THE EDGE (1990)

POWDER (1995)

POWER GYM

POWER OF ATTORNEY

POWER OF JUICING

POWER OF JUICING SHOW II

POWER OF ONE, THE (1992)

POWER OF ONE: THE POKEMON 2000 MOVIE

POWER RANGERS LIGHTSPEED RESCUE

POWER RANGERS LOST GALAXY

POWER WITHIN, THE (1995)

POWERS OF THE PARANORMAL: LIVE ON STAGE!

PRAYER OF THE ROLLERBOYS (1991)

PRAYING MANTIS (1993)

PREDATOR 2 (1990)

PREFONTAINE (1997)

PRELUDE TO A KISS (1992)

PREMIOS ``EL HERALDO''

PREMIOS ERES

PREMIOS FURIA MUSICAL

PREMIOS TV Y NOVELAS

PRESUMED INNOCENT (1990)

PRETENDER

PRETTY IN PINK (1986)

PRETTY WOMAN (1990)

PREY OF THE CHAMELEON (1992)

PRIDE AND EXTREME PREJUDICE (1990)

PRIMARY MOTIVE (1992)

PRIME TARGET (1991)

MPAA CLAIMED WORKS – 2000

PRIMER IMPACTO

PRIMER IMPACTO EDICIÓN ESTELAR

PRIMER IMPACTO EXTRA

PRIMER IMPACTO: EDICIÓN ESPECIAL

PRIMER IMPACTO: EDICIÓN NOCTURNA

PRINCE AND THE PAUPER, THE (1978)

PRINCE OF TIDES, THE (1991)

PRINCESS BRIDE, THE (1987)

PRINCIPAL SECRET

PRINCIPAL SECRET 5

PRINCIPAL SECRET 8

PRISM AWARDS

PRISONER OF SECOND AVENUE, THE (1975)

PRIVATE EYES, THE (1980)

PRIVATE WARS (1993)

PRIZE FIGHTER, THE (1979)

PRO ACTIVE

PRO ACTIVE 4

PRO ACTIVE 5

PRO GRILL

PROACTIV

PROACTIV 4

PROACTIV 5

PROACTIV FOUR

PROACTIV SOLUTION SKIN CARE

PROACTIV SOLUTIONS

PROACTIVE

PROACTIVE FOUR

PROACTIVE SOLUTIONS

PRO-ACTIVE SOLUTIONS

PROACTIVE SOLUTIONS FOUR

PROFILER

PROFITS

PROGRILL

PROJECT A (1983)

PROMISE (1986)

PROMISE OF LOVE, THE (1980)

PROMISE TO KEEP, A (1990)

PROMISE, THE (1999)

PROMISED LAND

PRONTO (1997)

PROPHECY, THE (1995)

PROTEIN FREE

PROTEIN POWER

PROTEIN POWER FREE

PROTEIN POWER THREE

PROTEVA

PROTEVA INTERNET

PROTIVA COMPUTER

PROVOCATEUR (1997)

PSI FACTOR: CHRONICLES OF THE PARANORMAL

PSYCHIC (1991)

PUBLIC ENEMIES (1995)

PULP FICTION (1994)

PUMP UP THE VOLUME (1990)

PUMPKINHEAD II: BLOOD WINGS (1994)

PUNISHER, THE (1990)

PUPPET MASTER (1989)

PUPPET MASTERS, THE (1994)

PURE COUNTRY (1992)

PURE DANGER (1996)

PURE SPIN DRIVER

PURE SPIN WEDGE

PURSUIT (1972)

PURSUIT (1975)

PURSUIT TO ALGIERS (1945)

PUSHING UP DAISIES (1974)

PYROMANIAC'S LOVE STORY, A (1995)

Q & A (1990)

Q-SLIM

QUANTUM

QUÉ NOS PASA

QUEEN LATIFAH

QUEEN OF SWORDS

QUEENS LOGIC (1991)

QUERIDA

QUICK & BRITE

QUICK AND BRITE

QUICK CHANGE (1990)

QUICK N BRITE

QUICK N BRITE 14

QUICKSILVER (1986)

QUIERO SER ESTRELLA

QUIET FIRE (1991)

R2 CARSON

RADIANT HEALTH

RAGE AND HONOR (1992)

RAGTIME (1981)

RAINBOW DRIVE (1990)

RAMBO

RAMBO III (1988)

RAMBO: FIRST BLOOD PART II (1985)

RAPID FIRE (1989)

RAPID FIRE (1992)

RAPTURE, THE (1991)

RATINGS GAME, THE (1984)

RAVEN (1996)

RAW DEAL (1986)

RAWHIDE

RAZOR'S EDGE, THE (1984)

READY TO WEAR (1994)

REAL ADVENTURES OF JONNY QUEST

REAL TV

REASON TO BELIEVE, A (1995)

REBEL (1985)

RECESS

RECKLESS MOMENT, THE (1949)

MPAA CLAIMED WORKS – 2000

RED DEVIL

RED DEVIL GRILL

RED DRAGON, THE (1946)

RED FURY, THE (1984)

RED HEAT (1988)

RED PONY, THE (1949)

RED ROCK WEST (1993)

RED SCORPION (1989)

REDEMPTION, THE (1995)

REDLINE (1997)

REIVERS, THE (1969)

REJUVENIQUE

REJUVENIQUE 2

RELENTLESS (1989)

RELENTLESS III (1993)

RELIC HUNTER

REMINGTON STEELE

REMOTE (1993)

REPLAY TV

REPÚBLICA DEPORTIVA

REPÚBLICA DEPORTIVA EXTRA

RESCUE FROM GILLIGAN'S ISLAND (1978)

RESCUE ME (1993)

RESTORE 4

RESTORE FOUR

RESTORE FOUR II

RESTORE FOUR THREE PAY

RETURN OF ELIOT NESS, THE (1991)

RETURN OF SHERLOCK HOLMES, THE (1987)

RETURN OF THE SECAUCUS 7 (1980)

RETURN TO MAYBERRY (1986)

RETURN TO THE BLUE LAGOON (1991)

REVALLEGRO

REVENGE (1990)

REVENGERS, THE (1972)

REVERSAL OF FORTUNE (1990)

REVOLUTION (1985)

REVOLUTIONIZER

RICHIE RICH'S CHRISTMAS WISH (1998)

RICKI LAKE

RIDE TO GLORY (1964)

RIDER ON THE RAIN (1970)

RIFLEMAN

RING OF FIRE (1991)

RING OF FIRE II: BLOOD AND STEEL (1992)

RIO LOBO (1970)

RIO SHANNON (1993)

RISING SUN (1993)

RIVER RAT, THE (1984)

ROAD HUSTLERS, THE (1968)

ROAD TO GALVESTON, THE (1996)

ROAD WARRIOR, THE (1981)

ROBBIE KNIEVEL HEAD-ON TRAIN JUMP

ROBIN HOOD (1991)

ROCK 'N' ROLL HIGH SCHOOL (1979)

ROCKET CHEF

ROCKET CHEF 2

ROCKET CHEF 2 FOR 1

ROCKETEER, THE (1991)

ROCKY HORROR PICTURE SHOW, THE (1975)

ROGER EBERT & THE MOVIES

ROLLING MAN (1972)

RON HAZELTON'S HOUSE CALLS

RONCO

RONCO 3

RONCO FAB 50S

RONCO INTERNATIONAL

RONCO INVENTIONS

RONCO SHOW

RONCO SHOW 1199

RONCO SHOW 4

RONCO SHOW CHRISTMAS

RONCO SHOWTIME ROTISSERIE & BBQ

ROOKIE OF THE YEAR (1993)

ROOKIE, THE (1990)

ROSALINDA

ROSEANNE

ROSEANNE SHOW

ROSEMARY'S BABY (1968)

ROSIE O'DONNELL

ROSWELL

ROSWELL: THE ALIENS ATTACK (1999)

ROTO ZIP

ROTO ZIP SPIRAL SAW

ROTOZIP

ROTOZIP CIRCULAR SAW

ROTOZIP SAW

ROTOZIP SPIRAL SAW

ROUGHNECKS: STARSHIP TROOPERS CHRONICLES

ROUSTABOUT (1964)

ROXANNE: THE PRIZE PULITZER (1989)

ROYAL WEDDING (1951)

RUBDOWN (1993)

RUBY JEAN AND JOE (1996)

RUN (1991)

RUN OF THE COUNTRY, THE (1995)

RUNAWAY HEART (1990)

RUNNING MAN, THE (1987)

RUSSKIES (1987)

S.W.A.T.

SÁBADO DE BIENVENIDOS

SÁBADO GIGANTE

SÁBADO GIGANTE INTERNACIONAL

SABRINA, THE ANIMATED SERIES

SABRINA, THE TEENAGE WITCH

MPAA CLAIMED WORKS – 2000

SAFE HARBOR

SAFE HOUSE (1998)

SAILOR MOON

SALTON INC.

SALTON MAXIM

SANDLOT, THE (1993)

SANDS OF IWO JIMA (1949)

SANFORD AND SON

SANTA CLAUS (1985)

SANTA CLAUSE, THE (1994)

SANTA FE TRAIL (1940)

SANTA'S FUNNIEST MOMENTS

SANTO ENREDO

SARAFINA! (1992)

SATURDAY NIGHT FEVER (1977)

SAY ANYTHING... (1989)

SAY GOODBYE, MAGGIE COLE (1972)

SCAM (1993)

SCARECROW AND MRS. KING

SCARLET CLAW, THE (1944)

SCENES FROM A MALL (1990)

SCHEMES (1995)

SCORPION SPRING (1995)

SCOUT'S HONOR (1980)

SCREAM (1996)

SCREAMERS (1995)

SCROOGED (1988)

SE EQUIVOCÓ LA CIGÜEÑA

SECRET AGENT MAN

SECRET GARDEN, THE (1987)

SECRET KGB SCANDAL FILES

SECRET KGB SEX FILES

SECRET PASSION OF ROBERT CLAYTON, THE (1992)

SECRET RAPTURE, THE (1993)

SECRETS OF STREET MAGICIANS FINALLY REVEALED

SECRETS TO PLAYING GREAT GUITAR

SEDUCED AND BETRAYED (1995)

SEDUCED BY EVIL (1994)

SEE JANE RUN (1995)

SEE YOU IN THE MORNING (1989)

SEEDS OF DECEPTION (1994)

SEINFELD

SELECCA SOL 9

SELLECA SOLUTIONS

SELLECA SOLUTIONS TWO

SELLECCA 8

SELLECCA SOLUTION 2

SELLECCA SOLUTIONS

SELLECCA SOLUTIONS FIVE

SELLICCA SOLUTION

SENIOR TRIP (1981)

SEÑORITA VENEZUELA 2000

SENSACIONALÍSIMO

SENTIMIENTOS AJENOS

SEPARATE LIVES (1995)

SEPARATED BY MURDER (1994)

SERAFIN

SERAFÍN

SERVANTS OF TWILIGHT, THE (1991)

SET IT OFF (1996)

SEVEN (1995)

SEVEN HOURS TO JUDGMENT (1988)

SEVENTH COIN, THE (1993)

SEVENTH FLOOR (1994)

SEX, LIES, AND VIDEOTAPE (1989)

SEXIEST BACHELOR IN AMERICA

SHAFT IN AFRICA (1973)

SHAKING THE TREE (1991)

SHAKMA (1990)

SHALLOW GRAVE (1995)

SHAME, SHAME ON THE BIXBY BOYS (1979)

SHASTA

SHATTERED IMAGE

SHE WORE A YELLOW RIBBON (1949)

SHEENA

SHEENA (1984)

SHERLOCK HOLMES

SHERLOCK HOLMES AND THE HOUSE OF FEAR (1945)

SHERLOCK HOLMES AND THE PEARL OF DEATH (1944)

SHERLOCK HOLMES AND THE SECRET WEAPON (1942)

SHERLOCK HOLMES AND THE SPIDER WOMAN (1944)

SHERLOCK HOLMES AND THE VOICE OF TERROR (1942)

SHERLOCK HOLMES AND THE WOMAN IN GREEN (1945)

SHERLOCK HOLMES FACES DEATH (1943)

SHERLOCK HOLMES IN THE 22ND CENTURY

SHERLOCK HOLMES IN WASHINGTON (1943)

SHE'S IN THE ARMY NOW (1981)

SHOOT TO KILL (1988)

SHOOTFIGHTER 2 (1996)

SHOP 'TIL YOU DROP

SHOW 11

SHOW 1199

SHOW CHRISTMAS

SHOW FOUR

SHOW XMAS

SHOWBIZ TODAY

SHOWDOWN (1993)

SHOWDOWN IN LITTLE TOKYO (1991)

SHOWTIME

SHOWTIME 1199

SHOWTIME 159

SHOWTIME 4

SHOWTIME CHRISTMAS

MPAA CLAIMED WORKS – 2000

SHOWTIME FOUR

SHOWTIME OVEN

SHOWXMAS

SIBLING RIVALRY (1990)

SIDE OUT (1990)

SIDNEY SHORR: A GIRL'S BEST FRIEND (1981)

SIEMPRE TE AMARÉ

SÍGANME LOS BUENOS

SIGHT UNSEEN (1990)

SILENCERS, THE (1996)

SILENT FALL (1994)

SILENT PARTNER, THE (1978)

SILENT TONGUE (1994)

SILENT TRIGGER (1996)

SILVER SPOONS

SILVERADO (1985)

SIMPSONS

SINCE YOU'VE BEEN GONE

SINGLES (1992)

SINNERS (1989)

SISTER ACT (1992)

SISTER ACT 2: BACK IN THE HABIT (1993)

SISTER, SISTER

SISTER-IN-LAW, THE (1995)

SKEETER (1994)

SKELETONS (1997)

SKIN CARE

SKIN GAME (1971)

SKYLARK (1993)

SKYSCRAPER (1996)

SKYWARD (1980)

SLANDER (1957)

SLEEPING WITH THE ENEMY (1991)

SLEEPWALKERS (1992)

SLEUTH (1973)

SLIM DOWN

SLIM DOWN EXPRESS

SLIMDOWN EXPRESS

SLYMAR ABS

SLYMARK GRILL

SMALL SACRIFICES (1989)

SMC

SMC IN ACTION

SMC LAVINES

SMCTV

SMOKEY BITES THE DUST (1981)

SNAKE TREATY (1989)

SNIPER (1993)

SNORENZ

SNORENZ 2

SNORENZ 8

SNORENZE

SNOWBOUND (1947)

SNOWBOUND: THE JIM AND JENNIFER STOLPA STORY (1994)

SNOWS OF KILIMANJARO, THE (1952)

SOAPDISH (1991)

SOLAR CRISIS (1990)

SOLDIER'S TALE, A (1989)

SOLE SURVIVOR (2000)

SÓLO BOXEO

SOLOMON (1998)

SOMEBODY KILLED HER HUSBAND (1978)

SOMERSIZE

SOMERSIZE GET SKINNY

SOMETHING BIG (1971)

SOMETIMES THEY COME BACK... AGAIN (1996)

SOMMERSIZE GET SKINNY

SOÑADORAS

SONIC TOOTHBRUSH

SONIC UNDERGROUND

SONICARE TOOTHBRUSH

SON-IN-LAW (1993)

SOUL TRAIN

SOUL TRAIN CHRISTMAS STARFEST

SOUL TRAIN LADY OF SOUL AWARDS

SOUL TRAIN MUSIC AWARDS

SPACE BAG

SPACE BAG 2000

SPACE RAGE (1986)

SPACEBAG

SPANISH MAIN, THE (1945)

SPARKLE (1976)

SPECIAL EDITION

SPECIALTY MERCHANDISE

SPEED (1994)

SPHINX (1981)

SPIDER AND THE FLY, THE (1994)

SPIDER-MAN UNLIMITED

SPIES LIKE US (1985)

SPILL (1996)

SPIN CITY

SPIRAL SAW

SPLIT DECISIONS (1988)

SPLIT IMAGES (1992)

SPM

SPM SMC IN ACTION

SPORT ENTERTAINMENT AWARDS

SPORT MAGAZINE: SPORT ENTERTAINMENT AWARDS

SPORT TV MAGAZINE

SPORTS MAGAZINE

SPORTS MAGAZINE ON TV

SPORTS SUNDAY

SPRING, THE (2000)

SQUARE PEGS

SQUEEZE, THE (1987)

MPAA CLAIMED WORKS – 2000

ST. ELMO'S FIRE (1985)

ST. HELENS (1981)

ST. JUDE'S CHILDREN'S HOSPITAL

ST. JUDE'S HOSPITAL

ST. JUDE'S RESEARCH HOSPITAL

ST. JUDE'S: CITY OF HOPE

STAKEOUT (1987)

STALKING LAURA (1992)

STAND AND DELIVER (1987)

STAR TREK GENERATIONS (1994)

STAR TREK: DEEP SPACE NINE

STAR TREK: FIRST CONTACT (1996)

STAR TREK: THE NEXT GENERATION

STAR TREK: VOYAGER

STAR WARS (1977)

STARSKY AND HUTCH

STATIC SHOCK

STATION WEST (1948)

STAY TUNED (1992)

STEALING HOME (1988)

STEAM WIZARD

STEEL FRONTIER (1995)

STEEL MAGNOLIAS (1989)

STEP BY STEP

STEPFATHER II (1989)

STEPFORD WIVES, THE (1975)

STEPPING OUT (1991)

STEVE HARVEY

STEVE HARVEY

STIM-U-LURE

STONE COLD (1991)

STORMY MONDAY (1988)

STRAIGHT TALK (1992)

STRAIGHT TIME (1978)

STRANGER

STRANGER AMONG US, A (1992)

STRANGER WAITS, A (1987)

STRANGER, THE (1994)

STREET CRIMES (1992)

STREET KNIGHT (1993)

STREET SHARKS

STREET SMARTS

STRICTLY BUSINESS (1991)

STRIKING DISTANCE (1993)

STRIP, THE

STROKER ACE (1983)

STUPIDS, THE (1996)

SUDDENLY SUSAN

SUEÑOS

SUMERSIZE GET SKINNY 4

SUMMER DREAMS: THE STORY OF THE BEACH BOYS (1990)

SUMMER OF '42 (1971)

SUMMER SCHOOL (1987)

SUNSET (1988)

SUNSET GRILL (1992)

SUNSET PARK (1996)

SUNSTROKE (1992)

SUPER BLUE

SUPER BLUE STUFF

SUPER CHEF

SUPER CHEF KNIFE

SUPER CHEF PRO KNIVES

SUPER SÁBADO SENSACIONAL

SUPERCOP (1992)

SUPERCOP 2 (1993)

SUPERGIRL (1984)

SUPERMAN III (1983)

SURPRISE WEDDING

SURVIVE THE NIGHT (1993)

SURVIVORS, THE (1983)

SUSPICION (1941)

SWEEPER, THE (1996)

SWEET LORRAINE (1987)

SWEET TEMPTATION (1996)

SWINGERS (1996)

SWISS FAMILY ROBINSON (1960)

SWORD IN THE STONE, THE (1963)

SWORD OF HONOR (1994)

SWORN ENEMIES (1996)

SYLMAR ABS

SYLMARK INC

SYLVESTER & TWEETY MYSTERIES

SYLVESTER & TWEETY

T2 LIVE

T2 TAE BO LIVE

TAE BO LIVE

TAE-BO LIVE OMAHA

TAI CHI MASTER, THE (1993)

TAILS YOU LIVE, HEADS YOU'RE DEAD (1995)

TAINTED BLOOD (1993)

TAKE MY DAUGHTERS, PLEASE (1988)

TAKING CARE OF BUSINESS (1990)

TAKING THE HEAT (1993)

TALES FROM THE CRYPTKEEPER

TALES FROM THE DARKSIDE

TALK YOURSELF THIN

TANGO & CASH (1989)

TAP (1989)

TAQUITO DE OJO

TARGET (1985)

TAXI

TE SIGO AMANDO

TEARS IN THE RAIN (1988)

TEEN CHOICE AWARDS

TEEN FILES: THE TRUTH ABOUT DRUGS

TEEN WOLF (1985)

MPAA CLAIMED WORKS – 2000

TEENAGE MUTANT NINJA TURTLES (1990)

TENDER COMRADE (1943)

TENNESSEE TUXEDO

TERMINAL JUSTICE (1995)

TERMINAL RUSH (1995)

TERMINATOR 2: JUDGMENT DAY (1991)

TEXASVILLE (1990)

T-FAL 3

TFAL EXPRESSWARE

T-FAL INGENIO

T-FORCE (1994)

THAT '70S SHOW

THAT'S LIFE

THEODORE REX (1996)

THERE WAS A CROOKED MAN (1970)

THERMOSLIM

THIEF WHO CAME TO DINNER, THE (1973)

THINGS TO DO IN DENVER WHEN YOU'RE DEAD (1995)

THIS LAND IS MINE (1943)

THIS OLD HOUSE

THIS WEEK IN BASEBALL

THREE HUNDRED MILES FOR STEPHANIE (1981)

THREE MEN AND A LITTLE LADY (1990)

THREE STEPS NORTH (1951)

THREE STOOGES

THREE'S COMPANY

THUNDER POINT (1996)

THUNDER STICK

THUNDERHEART (1992)

THUNDERSTICK MIXER

TIGER HEART (1996)

TIGER WARSAW (1988)

TIGHTROPE (1984)

TIM (1979)

TIME OF YOUR LIFE

TIME RUNNER (1992)

TIME TO DIE, A (1991)

TIN MEN (1987)

TINY TOON ADVENTURES

TINY TOONS

TITUS

TO DIE FOR (1995)

TO GRANDMOTHER'S HOUSE WE GO (1992)

TO MY DAUGHTER (1990)

TO RACE THE WIND (1980)

TO TELL THE TRUTH

TO THE LIMIT (1995)

TOMA TAN

TOMA'S TAN

TOMBSTONE (1993)

TONE 2000

TOO CLOSE FOR COMFORT

TOP GUN (1986)

TOPPER

TORSO TIGER

TORSO TIGER 3 PAY

TORSO TRAC EXERCISER

TORSO TRACK

TORSO TRACK 3

TORSO TRACK SEQUEL

TORSO TRACK YR 2000

TOTAL GYM

TOTAL GYM 2

TOTAL GYM 3000 LONG FORM

TOTAL GYM 99

TOTAL GYM CHALLENGE

TOTAL GYM CHALLENGE 3

TOTAL GYM CHALLENGE THREE

TOTAL GYM CHALLENGE TWO

TOTAL GYM III

TOTAL RECALL (1990)

TOTALLY ANIMALS

TOTALLY ANIMALS 2

TOUCH OF HOPE, A (1999)

TOUCHED BY AN ANGEL

TOWERING INFERNO, THE (1974)

TRADING MOM (1994)

TRADING PLACES (1983)

TRAIN ROBBERS, THE (1973)

TRASH OR TREASURE

TRAVEL UPDATE

TREACHEROUS CROSSING (1992)

TREES LOUNGE (1996)

TRES MUJERES

TRIAL BY FIRE (1995)

TRICK OF THE EYE (1994)

TRICKS OF THE TRADE (1988)

TRIMMING AMERICA'S WAISTLINE

TROUBLE BOUND (1993)

TROUBLE IN THE GLEN (1954)

TRU VANTAGE

TRUCKS (1997)

TRUE IDENTITY (1991)

TRUE LIES (1994)

TRUE STORIES FROM TOUCHED BY AN ANGEL

TRUE VANTAGE

TRUTH BEHIND THE RUMORS

TRUTH BEHIND THE SITCOMS

TRUTH BEHIND THE SITCOMS 2

TRUTH BEHIND THE SITCOMS 3

TRUTH BEHIND THE SITCOMS 4

TRUTH BEHIND THE SITCOMS 5

TRUTH OR CONSEQUENCES, N.M. (1997)

TUCKER: THE MAN AND HIS DREAM (1988)

TURBO: A POWER RANGERS MOVIE (1997)

MPAA CLAIMED WORKS – 2000

TURBULENCE (1997)

TURNER & HOOCH (1989)

TV GUIDE AWARDS

TV'S FUNNIEST GAME SHOW MOMENTS

TWENTY ONE

TWIN WARRIORS (1993)

TWO OF A KIND (1982)

TWO WORLDS OF JENNIE LOGAN, THE (1979)

U.S. FARM REPORT

U.S. OLYMPIC GOLD

UFOS: THE BEST EVIDENCE CAUGHT ON TAPE 2

ULTERIOR MOTIVES (1992)

ULTIMATE BETRAYAL (1994)

ULTIMATE PIZZA OVEN

UN BAÚL LLENO DE MIEDO

UN CORAZÓN PARA DOS

UN HOMBRE LLAMADO EL DIABLO

UNA PAPA SIN CATSUP

UNAUTHORIZED: BRADY BUNCH THE FINAL DAYS

UNBREAKABLE AUTOLOCK

UNCLE WAS A VAMPIRE (1959)

UNCONQUERED (1989)

UNDER CAPRICORN (1949)

UNDER CAPRICORN (1982)

UNDER THE HULA MOON (1995)

UNDER THE INFLUENCE (1986)

UNDERCOVER ANGEL (1999)

UNDERDOG

UNDERTOW (1996)

UNDERWORLD (1996)

UNHAPPILY EVER AFTER

UNHOLY, THE (1988)

UNITED STATES AIR SHOW

UNIVERSAL SOLDIER (1992)

UNTOUCHABLES

UNTOUCHABLES, THE (1987)

UPDATED RS BOWFLEX

URBAN COWBOY (1980)

V.I. WARSHAWSKI (1991)

V.I.P.

V2 CLOCK

VAC CAN

VALLEY GIRL (1983)

VALUE AMERICA

VANISHING WILDERNESS (1974)

VAP-CM3

VENGEANCE (1986)

VENTURE MEDIA

VERNON JOHNS STORY, THE (1994)

VEROMAX

VERSION 500

VERSION 700

VERSION 801

VERY BRADY CHRISTMAS, A (1988)

VICE VERSA (1988)

VICTIM OF LOVE (1991)

VICTORIA JACKSON

VICTORIA JACKSON COSMETICS 6

VIEJO ZORRO

VILLAGE TALE (1935)

VILLAIN, THE (1979)

VIÑA DEL MAR

VIOLATION OF TRUST (1991)

VIRTUAL NIGHTMARE (2000)

VIRTUAL SEDUCTION (1995)

VIRUS (1995)

VISIONS (1996)

VITAL BASICS

VITAL SIGNS (1986)

VITAL SIGNS (1990)

VIVIANA A LA MEDIANOCHE

VOODOO (1995)

VOW TO KILL, A (1995)

VOYAGE OF TERROR (1998)

VOYAGE OF TERROR: THE ACHILLE LAURO AFFAIR (1990)

VOYAGER (1991)

VP SNORENZ

W.B., BLUE AND THE BEAN (1989)

WAGNER PAINTMATE 89.95

WAGNER POWER PAINTER

WAIST 219

WAITING FOR THE LIGHT (1990)

WAKKO'S WISH (1999)

WALKING TALL (1973)

WALL STREET JOURNAL REPORT

WAR AT HOME, THE (1996)

WAR BETWEEN THE TATES, THE (1977)

WAR OF THE ROSES, THE (1989)

WARLORDS (1987)

WASHBALL FREE

WATERMELON MAN (1970)

WAY WE WERE, THE (1973)

WAYANS BROS.

WCW WORLD WIDE WRESTLING

WE LOVE LUCY

WEAREVER ALLEGRO

WEB TV

WEB TV 7

WEB TV CLASSIC

WEEDS (1987)

WELCOME TO SPRING BREAK (1989)

WE'RE TALKIN' SERIOUS MONEY (1993)

WES CRAVEN'S NEW NIGHTMARE (1994)

WEST SIDE WALTZ, THE (1995)

WE'VE NEVER BEEN LICKED (1943)

MPAA CLAIMED WORKS – 2000

WHAT ABOUT BOB? (1991)

WHAT EVER HAPPENED TO BABY JANE? (1991)

WHAT'S EATING GILBERT GRAPE (1993)

WHAT'S HAPPENING NOW!

WHAT'S HAPPENING!

WHAT'S UP, DOC? (1972)

WHEEL OF FORTUNE

WHEN ARE YOU COMING BACK, RED RYDER? (1979)

WHEN HARRY MET SALLY (1989)

WHEN HELL WAS IN SESSION (1979)

WHEN THE PARTY'S OVER (1992)

WHERE ON EARTH IS CARMEN SANDIEGO?

WHITE CHRISTMAS (1954)

WHITE FANG 2: MYTH OF THE WHITE WOLF (1994)

WHITE HOT: THE MYSTERIOUS MURDER OF THELMA TODD (1991)

WHITE MEN CAN'T JUMP (1992)

WHITE SANDS (1992)

WHITE TIGER (1996)

WHO FRAMED ROGER RABBIT (1988)

WHO GETS THE FRIENDS? (1988)

WHO WANTS TO MARRY A MULTI-MILLIONAIRE?

WHO'S HARRY CRUMB? (1989)

WHO'S THAT GIRL? (1987)

WHO'S THE BOSS?

WHY SHOOT THE TEACHER? (1977)

WILD ABOUT ANIMALS

WILD AMERICA

WILD BUNCH, THE (1969)

WILD GEESE, THE (1978)

WILD HEARTS CAN'T BE BROKEN (1991)

WILD HORSE HANK (1979)

WILD HORSES (1985)

WILD THINGS

WILD, WILD WEST

WILDCATS (1986)

WILDER NAPALM (1993)

WILDERNESS FAMILY, PART 2, THE (1978)

WILDFIRE (1988)

WIND (1992)

WINDWALKER (1980)

WINGS

WINNER, THE (1996)

WINTER CELEBRITY SPORTS INVITATIONAL

WINTER SPORTSCAST

WINTER SPORTSCAST II

WINTER SPORTSCAST III

WINTER SPORTSCAST IV

WINTER SPORTSCAST V

WINTER SPORTSCAST VI

WITH HONORS (1994)

WITH SIX YOU GET EGGROLL (1968)

WITH STYLE

WITH THIS RING

WITHOUT HER CONSENT (1990)

WKRP IN CINCINNATI

WOMEN AT RISK

WOMEN AT RISK: CYCLE OF LIFE

WOMEN AT RISK: FOREVER YOUNG

WOMEN AT RISK: HEALTHY MIND, HEALTHY BODY

WOMEN AT RISK: NUTRITION AND FITNESS

WOMEN AT RISK: PREVENTION, DETECTION & SURVIVAL

WOMEN OF WRESTLING

WONDER OF IT ALL, THE (1974)

WONDER STEAMER

WORKING GIRL (1988)

WORLD MAGIC AWARDS

WORLD VISION

WORLD'S FUNNIEST!

WORLD'S MOST INCREDIBLE ANIMAL RESCUES 3

WORLD'S NASTIEST NEIGHBORS

WORLD'S WILDEST POLICE VIDEOS

WORTH WINNING (1989)

WRAITH, THE (1986)

WYATT EARP (1994)

WYATT EARP: RETURN TO TOMBSTONE (1994)

X-FILES

X-MEN

X-MEN: EVOLUTION

X-MEN: THE MUTANT WATCH

XXL FOREMAN GRILL

Y SIGUE LA FURIA DANDO

YEAGERS, THE (1980)

YEAR IN SPORTS

YEAR OF THE COMET (1992)

YEARLING, THE (1994)

YO, TÚ, ÉL Y EL OTRO

YOUNG AMERICANS

YOUNG AMERICANS

YOUNG AND FREE (1978)

YOUNG GUNS II (1990)

YOUNG PIONEERS (1976)

YOUNG PIONEERS' CHRISTMAS (1976)

YOUNG SHERLOCK HOLMES (1985)

YOUR BIG BREAK

ZAPATOS VIEJOS

ZERO TOLERANCE (1994)

ZIP8 ROTOZIP

ZOE...

ZONE TROOPERS (1985)

MPAA CLAIMED WORKS – 2001

...AT FIRST SIGHT (1995)

10 TO MIDNIGHT (1983)

100 AB

100TH ANNIVERSARY OF THE AMERICAN LEAGUE

12:01 (1993)

19.95 POWER 90

1969 (1988)

1GHZ ATHLON

227

24

3 NINJAS (1992)

39 STEPS, THE (1959)

39 STEPS, THE (1978)

3RD ROCK FROM THE SUN

6 WEEK BODY MAKEOVER

7 DAYS

7TH HEAVEN

A QUE NO TE ATREVES?

AB AWAY PRO

AB AWAY

AB DOLLY

AB DOLLY PLUS

AB ENERGIZER

AB LIFTER PLUS

AB ROCKER

AB SLIDE

AB TWISTER 2

AB TWISTER

AB-DOER

ABERRATION (1998)

ABRAZAME MUY FUERTE

ABSLIDE

ABSOLUTE STRANGERS (1991)

ABTRONIC FITNESS

ABTRONIC

ABTRONICS

ACADEMY AWARDS PREVIEW

ACCESS HOLLYWOOD

ACCIDENTAL MEETING (1994)

ACCIDENTAL TOURIST, THE (1988)

ACCION EXTRA

ACKERMAN MCQUEEN: NRA

ACROSS THE TRACKS (1991)

ACTION JACKSON (1988)

ACTION MAN

ADVENTURES OF BLACK BEAUTY

ADVENTURES OF FORD FAIRLANE, THE (1990)

ADVENTURES OF KIT CARSON

ADVENTURES OF PRISCILLA, QUEEN OF THE DESERT, THE (1994)

ADVENTURES OF SHERLOCK HOLMES, THE (1939)

ADVENTURES OF SONIC THE HEDGEHOG

AERO BED

AERO EXTRA BED IN A MINUTE

AERO IMAGINAIR

AERO JUMP

AFI LIFE ACHIEVEMENT AWARD: A TRIBUTE TO BARBRA STREISAND

AGAINST HER WILL: AN INCIDENT IN BALTIMORE (1992)

AGAINST THE ODDS

AGAINST THEIR WILL: WOMEN IN PRISON (1994)

AHI VIENE VERONICA (1999)

AIR AMERICA (1990)

AIR CORE

AIR SPEED (1998)

AIR UP THERE, THE (1994)

AIRCORE

AIRE CORE 10

AIRE CORE SHOW

AIRE CORE

AL DERECHO Y AL DERBEZ

AL FIN DE SEMANA

ALADDIN (1992)

ALADDIN AND THE KING OF THIEVES (1996)

ALAN & NAOMI (1992)

ALASKA (1996)

ALCHEMIST, THE (1985)

ALFRED HITCHCOCK PRESENTS

ALICE (1990)

ALICE IN WONDERLAND (1951)

ALIEN INTRUDER (1993)

ALIEN NATION (1988)

ALIENATORS: EVOLUTION CONTINUES

ALL DOGS CHRISTMAS CAROL, AN (1998)

ALL DOGS GO TO HEAVEN (1989)

ALL IN THE FAMILY

ALL MADDEN TEAM

ALL SOULS

ALLAN QUATERMAIN AND THE LOST CITY OF GOLD (1987)

ALLEGRO COOKWARE

ALLEGRO

ALLY MCBEAL

ALMOST DEAD (1994)

ALMOST PERFECT BANK ROBBERY, THE (1996)

ALONE IN THE DARK (1982)

AMDEN

AMEN

AMERICA: A TRIBUTE TO HEROES

AMERICA: UN TRIBUTO A LOS HEROES

AMERICAN ADVENTURER

AMERICAN ATHLETE, THE

AMERICAN BORN (1990)

AMERICAN CYBORG: STEEL WARRIOR (1994)

AMERICAN DREAM

AMERICAN HEART (1992)

AMERICAN MARKETING SYSTEMS

MPAA CLAIMED WORKS – 2001

AMERICAN NINJA 5 (1995)

AMERICAN SKI CLASSIC

AMERICAN STORY, AN (1992)

AMERICAN WEREWOLF IN PARIS, AN (1997)

AMERICAS BEST SMC

AMERICA'S BEST SMC

AMERICA'S BEST

AMERICA'S FUNNIEST HOME VIDEOS SALUTE TO BONEHEADS

AMERICA'S FUNNIEST HOME VIDEOS

AMERICA'S MOST WANTED PRESENTS -- JUDGMENT NIGHT: DNA THE ULTIMATE TES

AMERICA'S MOST WANTED: AMERICA FIGHTS BACK

AMERICA'S MOST WANTED: TERRORISTS -- A SPECIAL EDITION

AMIGAS Y RIVALES

AMITYVILLE DOLLHOUSE (1996)

AMOROSOS FANTASMAS (1993)

AMOS & ANDREW (1993)

ANANDA LEWIS SHOW, THE

AND GOD CREATED WOMAN (1988)

ANDRE (1994)

ANDROMEDA

ANDY GRIFFITH SHOW, THE

ANGEL AND THE BADMAN (1947)

ANGEL FACE (1953)

ANGEL ON MY SHOULDER (1946)

ANGEL

ANGELICA MARIA: EL GRAN HOMENAJE

ANIMAL ADVENTURES

ANIMAL BLOOPERS

ANIMAL RESCUE

ANNA KARENINA (1948)

ANNIE OAKLEY

ANOTHER 48 HRS. (1990)

ANOTHER STAKEOUT (1993)

APEX CREATIVE

APEX MEDIA

APPOINTMENT FOR A KILLING (1993)

AQUI Y AHORA

ARACHNOPHOBIA (1990)

ARMED FOR ACTION (1992)

ARREST & TRIAL

ARREST AND TRIAL

ARTHUR 2: ON THE ROCKS (1988)

AS GOOD AS DEAD (1995)

ASESINO DEL METRO (1991)

ASPEN EXTREME (1992)

ASSASSINATION (1987)

ASSAULT AT WEST POINT: THE COURT-MARTIAL OF JOHNSON WHITTAKER (1994)

ASSEENONTVPC.COM

ASSIGNMENT, THE (1997)

AT CLOSE RANGE (1986)

AT FIRST SIGHT (1999)

AT HOME WITH THE WEBBERS (1993)

AT WAR WITH THE ARMY (1950)

ATHELON 1 GIG

ATHLON 1.2 GIG

ATHLON 1.4 GHZ

ATHLON 1.4 GIG

ATHLON 1700

ATHLON PC

ATHLON XP 1700

ATHLON

ATKINS ANSWER

ATKINS C 2000

ATKINS DIET

ATKINS

ATLANTIC CITY (1980)

AUGUST FIRES (1994)

AUSSIE NADS WILD

AUSSIE NADS

AUSSIE WILD

AUSTIN POWERS: INTERNATIONAL MAN OF MYSTERY (1997)

AUTO CLUB 300

AUTO LOCK PRO

AUTO LOCK

AUTOLOCK PRO 2

AUTOLOCK

AVALANCHE (1999)

AVALON: BEYOND THE ABYSS (1999)

AWAKENINGS (1990)

AWESOME ADVENTURES

AXIS HELP

AXIS MARKETING

AXIS

B AND T ROCKER

BABE WINKELMAN'S GOOD FISHING

BABE WINKELMAN'S OUTDOOR SECRETS

BABES IN TOYLAND (1986)

BABY OF THE BRIDE (1991)

BABY, IT'S YOU (1983)

BABYCAKES (1989)

BABYSITTER'S SEDUCTION, THE (1996)

BACK FLEX

BACK IN BUSINESS (1997)

BACKBEAT (1994)

BACKSTREET DREAMS (1990)

BAD BLOOD (1994)

BAD BOYS (1982)

BAD BOYS (1995)

BAD NEWS BEARS, THE (1976)

BANACEK

BANJO MINNOW

BARB WIRE (1996)

BARBIE SPECTACULAR

BARBRA STREISAND -- TIMELESS

BASIC INSTINCT (1992)

MPAA CLAIMED WORKS – 2001

BASIC PRESS

BASKETBALL DIARIES, THE (1995)

BAT, THE (1959)

BATMAN (1966)

BATMAN (1989)

BATMAN BEYOND

BATMAN FOREVER (1995)

BATMAN RETURNS (1992)

BATTLE BEYOND THE STARS (1980)

BATTLE DOME

BATTLING FOR BABY (1992)

BAYWATCH HAWAII

BEACH BASH

BEAKMAN'S WORLD

BEAR, THE (1989)

BEAST MACHINES

BEASTMASTER, THE (1982)

BEASTMASTER

BEAT GIRL (1960)

BEAT STREET (1984)

BEAT THE DEVIL (1954)

BEDKNOBS AND BROOMSTICKS (1971)

BEDROOM WINDOW, THE (1987)

BEETHOVEN'S 2ND (1993)

BEETLEJUICE (1988)

BEFORE AND AFTER (1996)

BELOVED ENEMY

BENEATH THE 12-MILE REEF (1953)

BENEFIT OF THE DOUBT (1993)

BENJI (1974)

BENNY & JOON (1993)

BENSON

BERLIN EXPRESS (1948)

BERNIE MAC SHOW, THE

BEST OF THE BEST (1989)

BEST OF THE BEST (1996)

BEST OF THE BEST 3: NO TURNING BACK (1996)

BEST OF THE BEST II (1993)

BETTER HOMES AND GARDENS

BEVERLY HILLBILLIES, THE (1993)

BEVERLY HILLBILLIES

BEWITCHED

BEYOND GOLDEN

BEYOND THE GOLDEN YEARS

BEYOND THE LAW (1992)

BEYOND THE STARS (1989)

BGY

BIENVENIDOS

BIG (1988)

BIG BUSINESS (1988)

BIG DADDY (1999)

BIG GREEN, THE (1995)

BIG GUY AND RUSTY THE BOY ROBOT

BIG JAKE (1971)

BIG SKY, THE (1952)

BIG SPIN 2000

BIG TREES, THE (1952)

BIG TROUBLE (1986)

BILL & TED'S BOGUS JOURNEY (1991)

BILL O'REILLY: IN DEFENSE OF AMERICA

BILLBOARD MUSIC AWARDS

BILLBOARD'S ROCK 'N' ROLL NEW YEAR'S EVE

BILLY BATHGATE (1991)

BILLY GALVIN (1987)

BINGO LONG TRAVELING ALL-STARS AND MOTOR KINGS, THE (1976)

BIONIC MINNOW

BIOSLIM

BITTER VENGEANCE (1994)

BLACK BIRD, THE (1975)

BLACK RAIN (1989)

BLACK RIVER (2001)

BLACK WIDOW (1987)

BLACKBEARD, THE PIRATE (1952)

BLAME IT ON RIO (1983)

BLAME IT ON THE BELLBOY (1992)

BLANK CHECK (1994)

BLIND DATE (1934)

BLIND DATE

BLIND FAITH (1998)

BLIND FURY (1990)

BLIND SPOT (1993)

BLIND VISION (1991)

BLOCKBUSTER ENTERTAINMENT AWARDS

BLOOD AND STEEL (1959)

BLOOD FOR BLOOD (1995)

BLOOD MOON (1990)

BLOOD SPORT (1989)

BLOODMOON (1997)

BLOODSPORT (1988)

BLUE 2 REVISED

BLUE 2

BLUE DESERT (1991)

BLUE STEEL (1934)

BLUE STUFF

BLUE THUNDER (1983)

BLUE TIGER (1994)

BOB HOPE

BODY BY JAKE: BUN & THIGH

BODY BY JAKE

BODY COUNT (1998)

BODY FLEX 3

BODY FLEX II

BODY FLEX

BODY MAKEOVER

BODY SNATCHER, THE (1945)

BODYFLEX 2

BONANZA

MPAA CLAIMED WORKS – 2001

BONFIRE OF THE VANITIES, THE (1990)

BOOK OF LOVE (1991)

BOOT CAMP

BOOTY CALL (1997)

BORDER PATROL (2001)

BORIS AND NATASHA (1988)

BORN AGAIN (1978)

BORN TO KILL (1974)

BORN TO RACE (1988)

BOSLEY CG

BOSLEY HAIR

BOSLEY INTERNET

BOSLEY MEDICAL 5

BOSLEY MEDICAL

BOSLEY

BOSOM BUDDIES

BOSTON MARATHON PREVIEW

BOSTON PUBLIC

BOUND (1996)

BOUNTY HUNTER, THE (1989)

BOW FLEX 2

BOW FLEX

BOWFLEX NEW LEGS

BOWFLEX

BOYS CLUB, THE (1997)

BOYS WILL BE BOYS (1997)

BOYZ N THE HOOD (1991)

BRADDOCK: MISSING IN ACTION III (1988)

BRAIN FROM PLANET AROUS, THE (1958)

BRAINIAC, THE (1961)

BRANDED

BRAVEST, THE

BREAKER! BREAKER! (1977)

BREATHLESS (1983)

BRILLIANT LIES (1996)

BRINGING UP BABY (1938)

BROADWAY ON BROADWAY

BROKEN ARROW (1996)

BROTHERS MCMULLEN, THE (1995)

BUCK AND THE PREACHER (1972)

BUCKET OF BLOOD, A (1959)

BUD POLE QUALIFYING

BUDDY HOLLY STORY, THE (1978)

BUDWEISER SHOOTOUT

BUFFALO SOLDIERS (1997)

BUFFY THE VAMPIRE SLAYER

BUGSY (1991)

BULL DURHAM (1988)

BULLET (1997)

BULLSEYE! (1989)

BUN & THIGH ROCKER

BUN & THIGH

BUN AND THIGH SCULPTOR

BUNS AND THIGH SCULPTOR

BUNS AND THIGHS

BURGLAR (1987)

BURNS AND ALLEN SHOW, THE

BUSHWHACKED (1995)

BUSINESS WEEK

BUSINESSWEEK MONEYTALK5

BUZZ LIGHTYEAR OF STAR COMMAND

BYE BYE, LOVE (1995)

C.I.A. CODENAME: ALEXA (1992)

C.I.A. II: TARGET ALEXA (1994)

CABALGANDO CON LA MUERTE (1987)

CACERIA DE UN FUGITIVO

CADENCE (1990)

CADILLAC RANCH (1997)

CAL MAX

CALENDAR GIRL, COP, KILLER? THE BAMBI BEMBENEK STORY (1992)

CALIENTE

CALL OF THE WILD (1993)

CALLE OCHO

CALMAX 2

CALMAX TV V.2

CALMAX VITAMINS

CALMAX

CAMARA INFRAGANTI

CAMINO A LA COPA

CAMINO AL INFIERNO (1986)

CAMP NOWHERE (1994)

CAMPBELLS, THE

CANDY MAN, THE (1968)

CANDYMAN (1992)

CANNIBAL WOMEN IN THE AVOCADO JUNGLE OF DEATH (1988)

CANNONBALL RUN II (1984)

CANNONBALL RUN, THE (1981)

CAPTAIN AMERICA (1990)

CAPTAIN RON (1992)

CAPTURED (1999)

CAR 54, WHERE ARE YOU? (1994)

CARA A CARA CON VICENTE FOX

CARAS PINTADAS (1992)

CARD SHARKS

CARDCAPTORS

CARE AND HANDLING OF ROSES, THE (1996)

CAREFREE (1938)

CARITA DE ANGEL

CARLETON S47

CARLETON SHEETS $22

CARLETON SHEETS $47

CARLETON SHEETS 13

CARLETON SHEETS REAL ESTATE

CARLETON SHEETS

CARLTON SHEETS REAL ESTATE

CARLTON SHEETS

CARNIVAL OF SOULS (1998)

MPAA CLAIMED WORKS – 2001

CARNIVAL STORY (1954)

CAROLINA DODGE DEALERS 400

CAROLINE IN THE CITY

CARQUEST AUTO PARTS 300

CARSON 1 PAY

CARSON R2

CARTEL (1990)

CASH FLOW CONVERGI5

CASH FLOW GENERATOR

CASH FLOW

CASUALTIES (1997)

CASUALTIES OF WAR (1989)

CAT'S EYE (1985)

CELEBRATION OF GOLD, A

CELEBRATION OF GOLD

CELEBRITY DIET

CELEBRITY SLIM

CELEBRITY SPORTS INVITATIONAL

CELERON

CELINE DION: THE CONCERT

CENTER OF THE WEB (1992)

CENTURY (1993)

CEREMONIA ESPECIAL DESDE WASHINGTON, D.C

CERO EN CONDUCTA

CHAIN OF COMMAND (1993)

CHAINS OF LOVE

CHAMELEON 3: DARK ANGEL (2000)

CHANCES ARE (1989)

CHANGE OF HEART, A

CHANGE OF HEART

CHAPLIN (1992)

CHARADE (1963)

CHARLES IN CHARGE

CHARLIE'S ANGELS

CHARLTON HESTON BIBLE BOOKS

CHARLTON HESTON PRESENTS THE BIBLE

CHARLTON HESTON

CHARMED

CHASE (1988)

CHASE, THE (1991)

CHEAPER POWER PASTE

CHEATERS

CHEATING SPOUSES CAUGHT ON TAPE 2

CHEATING SPOUSES CAUGHT ON TAPE

CHEECH & CHONG'S NEXT MOVIE (1980)

CHEERS

CHERRY 2000 (1988)

CHICKEN SOUP FOR THE SOUL

CHICKEN SOUP

CHINA GIRL (1987)

CHITO 5

CHITO

CHITOGENICS

CHITOSOL 5

CHITOSOL 6

CHITOSOL

CHOOSE TO BE RICH

CHORUS LINE, A (1985)

CHRISTMAS CAROL, A (1984)

CHRISTMAS LILIES OF THE FIELD (1979)

CHRISTMAS ROMANCE, A (1994)

CHRISTMAS STALLION, THE (1992)

CHRISTMAS WISH, THE (1998)

CHRISTMAS WITHOUT SNOW, A (1980)

CHRISTOPHER COLUMBUS: THE DISCOVERY (1992)

CHRONICLE

CIMARRON STRIP

CINDY MARGOLIS

CIRCULAR SAW ROTOZIP

CIRCUMSTANCES UNKNOWN (1995)

CITY HEAT (1984)

CITY ON FIRE (1979)

CITY SLICKERS (1991)

CLAN OF THE CAVE BEAR, THE (1986)

CLARA'S HEART (1988)

CLASICOS DE LENTE LOCO

CLASS ACT (1992)

CLASS ACTION (1991)

CLASSIC COUNTRY COLLECTION

CLASSIC COUNTRY

CLASSIC R&B

CLASSIC RHYTHM AND BLUES

CLAUDINE (1974)

CLEAN AND SOBER (1988)

CLEOPATRA 2525

CLIMB, THE (1997)

CLUB AMERICA

CLUB FED (1990)

CLUELESS

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COACH (1978)

COACH

COCA-COLA 600

COCKTAIL (1988)

COCOON (1985)

COCOON: THE RETURN (1988)

CODE NAME VENGEANCE (1989)

CODE RED: THE RUBICON CONSPIRACY (2001)

CODE RED

COINS IN THE FOUNTAIN (1990)

COLD HEAVEN (1992)

COLDBLOODED (1995)

COLLEGE ALL-STAR SKILLS CHALLENGE

COLLEGE BOWL PREVIEW

COLLEGE FOOTBALL PREVIEW

COLOR PURPLE, THE (1985)

COLORS (1988)

COLUMBO

MPAA CLAIMED WORKS – 2001

COME TOGETHER: A NIGHT FOR JOHN LENNON'S WORDS & MUSIC, DEDICATED TO N

COMING TO AMERICA (1988)

COMMANDO (1985)

COMMISSIONER, THE (1998)

COMMITMENTS, THE (1991)

COMP FORMULA

COMP VER 10

COMPREHENSIVE CLOCK

COMPREHENSIVE FORMULA

COMPREHENSIVE V.8 CLOCK

COMPREHENSIVE VITAMIN

COMPREHENSIVE

CONCRETE COWBOYS, THE (1979)

CONCRETE WAR (1991)

CONNECTICUT YANKEE IN KING ARTHUR'S COURT, A (1989)

CONSENTING ADULTS (1992)

CONSPIRACY THEORY: DID WE LAND ON THE MOON?

CONSTANTINE AND THE CROSS (1962)

CONTROL

CONVECTIONAIRE

COOKIE (1989)

COPA HAIR

COPA REVISED

COPA

COP-OUT (1991)

COPS: THE TOP 15 MOMENTS OF ALL TIME

COPS

COPYCAT (1995)

COSBY SHOW

COSBY

COUNTDOWN TO DAYTONA

COUNTRY CLASSICS

COUNTRY GOLD

COUNTRY MUSIC SHOWDOWN

COUNTRY SHOWDOWN

COURAGE MOUNTAIN (1989)

COVER GIRL MURDERS, THE (1993)

COX CHALLENGE

COYOTE EMPLUMADO (1983)

CRACKER BARREL OLD COUNTRY STORE 500

CRAFT, THE (1996)

CRAWLING EYE, THE (1958)

CRAWLING HAND, THE (1963)

CRAZY PEOPLE (1990)

CREATURE FROM THE HAUNTED SEA (1961)

CRI-CRI EL GRILLITO CANTOR

CRIME STRIKE

CRIMES AND MISDEMEANORS (1989)

CRIMINAL HEARTS (1995)

CRIMINAL LAW (1988)

CRISTINA... EDICION ESPECIAL

CRISTINA

CRITTER GITTERS

CRITTERS 2: THE MAIN COURSE (1988)

CRITTERS 3 (1992)

CROSSCUT (1995)

CROSSING DELANCEY (1988)

CROSSING GUARD, THE (1995)

CROSSING OVER WITH JOHN EDWARD

CROSSING OVER

CROSSING THE BRIDGE (1992)

CROSSING THE LINE (1989)

CROSSING THE LINE (1990)

CROSSROADS (1942)

CROSSROADS (1986)

CROSSWORLDS (1996)

CRUSH, THE (1993)

CRY FREEDOM (1987)

CRY IN THE DARK, A (1988)

CRY IN THE WILD: THE TAKING OF PEGGY ANN (1991)

CUANTO VALE EL SHOW

CUBIX

CURLY SUE (1991)

CURSE OF THE PINK PANTHER (1983)

CURSE OF THE TALISMAN (2001)

CURTAIN CALL (1998)

CURTIS COURT

CUTTING CLASS (1989)

CYBER 99

CYBER SONIC

CYBER TOOTHBRUSH

CYBERDAY

CYBERSONIC $99

CYBERSONIC 99

CYBERSONIC TOOTHBRUSH

CYBERSONIC

CYBER-TRACKER (1994)

CYBER-TRACKER 2 (1995)

CYBORG (1989)

CYBORG 2: GLASS SHADOW (1993)

CYBORG COP (1993)

CYBORG COP II (1994)

CYRANO DE BERGERAC (1950)

D.O.A. (1949)

D2: THE MIGHTY DUCKS (1994)

DAD 4 YOU CAN CHOOSE TO BE RICH

DAD 4 YOU

DAD 7

DAD4 YOU CAN BE RICH

DANCE, GIRL, DANCE (1940)

DANCES WITH WOLVES (1990)

DANCING WITH DANGER (1994)

DANGER ZONE (1996)

DANGEROUS GROUND (1997)

DANGEROUS LIAISONS (1988)

MPAA CLAIMED WORKS – 2001

DANGEROUS PASSION (1990)

DANIEL BOONE

DARK ANGEL

DARK BACKWARD, THE (1991)

DARK BREED (1996)

DARK CITY (1998)

DARK SIDE OF THE SUN, THE (1988)

DARK STAR (1974)

DARK VENGEANCE (1992)

DARK WIND, THE (1991)

DAVE (1993)

DAVINCI'S WAR (1993)

DAWN RIDER, THE (1935)

DAWSON'S CREEK

DAY IN OCTOBER, A (1990)

DAY IT ALL CHANGED

DAY MY PARENTS RAN AWAY, THE (1993)

DAY OF THE COBRA, THE (1980)

DAY OF THE TRIFFIDS, THE (1963)

DAYS OF THUNDER (1990)

DAYTONA 500

DE CABEZA

DE FIESTA CON EL GORDO Y LA FLACA

DE PAISANO A PAISANO

DEAD BEFORE DAWN (1993)

DEAD CALM (1988)

DEAD END (1998)

DEAD END CITY (1988)

DEAD FUNNY (1995)

DEAD LAST

DEAD MEN CAN'T DANCE (1997)

DEAD POETS SOCIETY (1989)

DEAD ZONE, THE (1983)

DEADBOLT (1992)

DEADFALL (1993)

DEADLY BET (1991)

DEADLY BREED (1989)

DEADLY DANCER (1990)

DEADLY HEROES (1993)

DEADLY PREY (1987)

DEADLY REACTOR (1989)

DEADLY SURVEILLANCE (1991)

DEADLY TARGET (1994)

DEADLY WHISPERS (1995)

DEAN MARTIN CELEBRITY ROAST

DEAN MARTIN II

DEAN MARTIN III

DEAN MARTIN ROAST

DEAN MARTIN

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MICKEY SPILLANE'S MIKE HAMMER: MURDER ME, MURDER YOU (1983)

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¡AY MARÍA QUE PUNTERÍA!

¡CUIDADO! BEBÉ SUELTO (1994)

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¡FELIZ 2003!

¡LOS METICHES MÁS GRANDES!

¡QUÉ MUJERES!

¡VIVA LAS VÍAS DEL AMOR!

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2 PAY $19.95

2 PAY $29.95

2 PAY JOHNNY

2 PAY

20 AÑOS DE TV Y NOVELAS

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3 NINJAS (1992)

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3 PAY $39.95

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3 X 39 WITH BAG

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4 POWER JUICER

48 HRS. (1982)

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CARTUCHO CORTADO (1980)

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DOOMSDAY GUN (1994)

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DOPPELGANGER: THE EVIL WITHIN (1993)

DOS CHICANOS CHILUDOS (1990)

DOS JUDICIALES EN APRIETOS (1989)

DOUBLE EDGE (1992)

DOUBLE IMPACT (1991)

DOUBLE JEOPARDY (1999)

DOUBLE TEAM (1997)

DOUBLE THREAT (1992)

DOWN CAME A BLACKBIRD (1995)

DOWN PERISCOPE (1996)

DOWN TO YOU (2000)

DOWNHILL RACER (1969)

DR. PHIL

DRAGNET (1987)

DRAGON BALL Z

DRAGON TALES

DREAM A LITTLE DREAM (1989)

DREW CAREY SHOW, THE

DRIVE TIME MURDERS (2001)

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DURA SHINE

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EARTH: FINAL CONFLICT

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EL ARRECIFE DE LOS ALACRANES (1994)

EL BESO DE LA MUERTE (1995)

EL BLABLAZO

EL BLANCO PERFECTO (1993)

EL CABALLO BAYO (1966)

EL CALIBRE DE LA VENGANZA (1991)

EL CENICIENTO (1955)

EL CHARRO NINJA

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EL ESCOCÉS LEGENDARIO (1986)

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EL EXORCISTA (1973)

EL FANTASMA DEL LAGO (1980)

EL FISGON DEL HOTEL (1993)

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EL FRANCOTIRADOR FENÓMENO (1989)

EL GANDALLA HUSSEIN (1989)

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EL GRAN FINAL DE EL PRIVILEGIO DE AMAR

EL GRAN FINAL DE NAVIDAD SIN FIN

EL GRAN FINAL DE VINA DEL MAR

EL GRAN FINAL DEL DERECHO DE NACER

EL GRAN GOLPE (1998)

EL GRANDE DE LA IMITACION: GILBERTO GLESS

EL GUERRERO AMERICANO (1985)

EL HIJO DE GABINO BARRERA (1965)

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EL JUEGO DE LA MUERTE (1979)

EL JUEGO DE LA VIDA

EL JUICIO DE SALOMÉ

EL KARATE KID PART III (1989)

EL LIBRO DE LA SELVA (1994)

EL MARATÓN DE LA GUERRA DE LOS SEXOS

EL MATRIMONIO ES COMO EL DEMONIO (1967)

EL MEJOR DE LOS MEJORES (1989)

EL MEJOR DE LOS MEJORES II (1993)

EL MIL HIJOS (1989)

EL MUNDO DE LAS SPICE GIRLS (1997)

EL MUNICIPIO DE LA MUERTE (1992)

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EL OFICIO MÁS ANTIGUO DEL MUNDO (1968)

EL OJO DEL HURACÁN

EL OJO DORADO (1995)

EL PADRINO ES MI COMPADRE (1974)

EL PÍCARO NORTEÑO (1990)

EL PLACER DE LA VENGANZA (1986)

EL PODEROSO JOE (1949)

EL PREMIO LO NUESTRO

EL PREMIO NOBEL DEL AMOR (1972)

EL PRIVILEGIO DE AMAR

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EL QUE CON NIÑOS SE ACUESTA (1959)

EL QUE NACE PA' TAMAL (1986)

EL QUELITE (1969)

EL RÁFAGA (1993)

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EL RIGOR DE LA LEY (1995)

EL SIETE MILLONES (1999)

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EL SOBREVIVIENTE (1987)

EL SOLITARIO INDOMABLE (1988)

EL SOPLÓN ASESINO (1990)

EL SUEÑO AMERICANO A PRUEBA

EL SUPER ANIVERSARIO DE LENTE LOCO

EL TESORITO DE CRISPÍN (1990)

EL TESORO DE PANCHO VILLA (1955)

EL TRONO DEL INFIERNO (1992)

EL ÚLTIMO DE LOS MOHICANOS (1992)

EL VENGADOR ANÓNIMO 2 (1982)

EL YERBERITO

EL ZORRO BLANCO (1979)

ELENA Y RAQUEL (1971)

ELIMIDATE

ELLAS, INOCENTES O CULPABLES

EMBOSCADA (1991)

EMERALD COAST CLASSIC

EMERGENCY!

EMINENT DOMAIN (1990)

EMPIRE STRIKES BACK, THE (1980)

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EN ESTAS CAMAS NADIE DUERME (1970)

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ENCINO MAN (1992)

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ENDLESS YOUTH 4

ENDLESS YOUTH

ENEMIGO MÍO (1985)

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ENTERTAINERS

ENTERTAINMENT STUDIOS.COM

ENTERTAINMENT TONIGHT

ENTRE CORNUDOS TE VEAS (1990)

ENTRE JUEGO,Y CONTRABANDO (1989)

ENTRE MONJAS ANDA EL DIABLO (1972)

EPICENTER (2000)

EPIL STOP & SPRAY

EPIL/FOAM

EPIL-STOP

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ERASABLE YOU (1998)

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ESPECIAL MUSICAL

ESSENCE AWARDS

ESTAMOS UNIDOS

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ETERNITY (1990)

EURO PRO SHARK

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EURO PRO STEAM BLASTER

EURO SHARK STEAM BLAST

EURO SHARK

EURO STEAM SHARK BLAST

EUROSHARK STEAM BLAST

EVEN COWGIRLS GET THE BLUES (1994)

EVEN STEVENS

EVENING AT THE ACADEMY AWARDS: THE ARRIVALS

EVENING AT THE ACADEMY AWARDS: THE WINNERS

EVERWOOD

EVERY GIRL SHOULD BE MARRIED (1948)

EVERY WHICH WAY BUT LOOSE (1978)

EVERY WOMAN

EVERYBODY LOVES RAYMOND

EVERYBODY'S ALL-AMERICAN (1988)

EVERYBODY'S BABY: THE RESCUE OF JESSICA MCCLURE (1989)

EVIL UNDER THE SUN (1982)

EVOLVER (1995)

EXCESSIVE FORCE (1993)

EXECUTIVE POWER (1997)

EXORCISTA II (1977)

EXORCISTA II: EL HEREJE (1977)

EXPOSURE (2000)

EXTRA

EXTREME DATING

EYE OF GOD (1997)

EYE Q FREE TRIAL

EYE Q

EYEQ V6 INFINITE

EYEQ V6

EYES HAVE IT

EYES OF TEXAS (1948)

F/X (1986)

FABS 2

FABULOUS BAKER BOYS, THE (1989)

FABULOUS FIFTIES

FACIAL MAGIC

FAIR GAME (1995)

FALL TIME (1995)

FALLEN IDOL, THE (1948)

FALLEN SPARROW, THE (1943)

FALLING FIRE (1998)

FALLING IN LOVE AGAIN (1980)

FAMILY AFFAIR

FAMILY FEUD

FAMILY GUY

FAMILY MATTERS

FAMILY PRAYERS (1993)

FAMILY TIES

FANTASMA II (1988)

FAR FROM HOME (1988)

FAR FROM HOME: THE ADVENTURES OF YELLOW DOG (1995)

FAR FRONTIER, THE (1949)

FAR HARBOR (1996)

FAR OUT MAN (1990)

FAREWELL TO THE KING (1989)

FARGO (1996)

FARMERS CHARITY CLASSIC

FAST ABS

FAST BREAK (1979)

FASTLANE

FATAL BOND (1992)

FATAL SKIES (1990)

FATHER AND SCOUT (1994)

FATHER OF THE BRIDE (1991)

FATHERLAND (1994)

FEAR INSIDE, THE (1992)

FEDERAL DE NARCÓTICOS (1991)

FELICITY

FELIZ AÑO, AMOR MÍO (1957)

FELIZ CHRISTMAS/MERRY NAVIDAD (1999)

FELONY (1995)

FENCE, THE (1994)

FESTIVAL ACAPULCO 2002

FESTIVAL CALIENTE DE CRISTINA

FESTIVAL DE LOS METICHES

FEUD, THE (1989)

FEW GOOD MEN, A (1992)

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FIERAS CONTRA FIERAS (1969)

FIESTA MEXICANA

FIFTH ELEMENT, THE (1997)

FIGHTER, THE (1994)

FIGHTING FOODONS

FIGHTING SEABEES, THE (1944)

FINAL ANALYSIS (1992)

FINAL ASSIGNMENT (1980)

FINAL COUNTDOWN, THE (1980)

FINAL JAKE TRAINER

FINAL JAKE'S TRAINER

FINE MESS, A (1986)

FIRE BIRDS (1990)

FIRE OVER ENGLAND (1937)

FIREFLY

FIREHEAD (1990)

FIREPOWER (1994)

FIRM 3 DAY

FIRM 3 PAY, THE

FIRM 3X29, THE

FIRM, THE

FIRM

FIRST BLOOD (1982)

FIRST MONDAY IN OCTOBER (1981)

FISH CALLED WANDA, A (1988)

FISHER KING, THE (1991)

FIST OF HONOR (1993)

FISTFUL OF DYNAMITE, A (1972)

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FITNESS QUEST

FIVE HEARTBEATS, THE (1991)

FIVE STAR POWER TOOL

FIVE STAR

FLATLINERS (1990)

FLAVOR WAVE 3 X 49 REVISED

FLAVOR WAVE 3 X 49, VERSION 2

FLAVOR WAVE 3 X 49

FLAVOR WAVE COOKWARE

FLAVOR WAVE OVEN

FLAVORWAVE 3 PAY 39

FLAVORWAVE OVEN 2

FLAVORWAVE OVEN

FLAVORWAVE

FLEETBOSTON CLASSIC

FLIGHT OF THE INTRUDER (1991)

FLINCH (1993)

FLOORMATE BREEZE

FLUBBER: EL INVENTO DEL SIGLO (1997)

FLY AWAY HOME (1981)

FLY AWAY HOME (1996)

FOCUS FACTOR BILL

FOCUS FACTOR CASE STUDIES

FOCUS FACTOR

FOLK YEARS INFO

FOLK YEARS

FOLKS! (1992)

FOLLICARE

FOLLOW THE RIVER (1995)

FOOD 2 PAY

FOOD CITY 500

FOOD SAVER

FOODSAVER

FOOL FOR LOVE (1985)

FOOLISH (1999)

FOOL'S GOLD (1998)

FOR BETTER OR WORSE (1996)

FOR HIRE (1997)

FOR LOVE ALONE (1996)

FOR THE BOYS (1991)

FOR YOUR EYES ONLY (1981)

FOR YOUR LOVE

FORAJIDOS EN LA MIRA (1986)

FORCED TO KILL (1994)

FOREMAN GRILL

FOREVER WHITE PLUS

FOREVER WHITE

FORGOTTEN CITY (1998)

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FORTY NINE FW PLUS

FOTÓGRAFO DE MODELOS (1991)

FOURTH PJ

FOURTH POWER JUICER

FOURTH PROTOCOL, THE (1987)

FOX AUTO RACING

FOX GOLF

FOX'S FUNNIEST OUTTAKES

FOXY BROWN (1974)

FRANKENSTEIN DESENCADENADO (1990)

FRASIER

FREDDY'S DEAD: THE FINAL NIGHTMARE (1991)

FREE STYLE ELITE

FREE STYLE

FREE WILLY (1993)

FREE WILLY 2: THE ADVENTURE HOME (1995)

FREEJACK (1992)

FRENCH CONNECTION, THE (1971)

FRENCH SILK (1994)

FREQUENT FLYER (1996)

FRESH PRINCE OF BEL-AIR, THE

FRESH START

FRESHMAN, THE (1990)

FRIDAY THE 13TH (1980)

FRIDAY THE 13TH PART VIII: JASON TAKES MANHATTAN (1989)

FRIENDS

FRIGHT NIGHT PART 2 (1988)

FROM DUSK TILL DAWN (1996)

FROM THE FILES OF JOSEPH WAMBAUGH: JURY OF ONE (1992)

FROM THE SECRET MIXED-UP FILES OF MRS. BASIL E. FRANKWEILER (1995)

FRONTIER PONY EXPRESS (1939)

FUERA DE SERIE

FUGITIVE, THE (1993)

FULL HOUSE

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FUNNIEST ANIMAL OUTTAKES

FUNNIEST HOLIDAY MOMENTS

FUNNIEST WEDDING OUTTAKES

FURIA DE VENGANZA (1992)

FURIA EN LA SANGRE (1988)

FURIA SALVAJE (1991)

FUTURAMA

FUTURE FORCE (1989)

FUTURE HUNTERS (1988)

FUTURE ZONE (1990)

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GALIDOR: DEFENDERS OF THE OUTER DIMENSION

GARDENS OF STONE (1987)

GARFIELD AND FRIENDS

GARRA DE TIGRE (1989)

GARRAS DEL DRAGÓN (1995)

GATA SALVAJE

GATEWAY 2002 REVISED

GATEWAY 2002

GATEWAY TO CASH FLOW

GATEWAY TO CASH

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GATEWAY

GAY DIVORCEE, THE (1934)

GAY RANCHERO, THE (1948)

GAZ FREESTYLE

GAZE PRO FREESTYLE

GAZELLE ELITE

GAZELLE FREESTYLE ELITE

GAZELLE FREESTYLE

GAZELLE FREESTYLER ELITE

GAZELLE FREESTYLER

GAZELLE GLIDER

GAZELLE

GAZEPRO FREESTYLER

GAZEPRO

GAZPROWO

GENTE CON CHISPA

GEORGE BALANCHINE'S THE NUTCRACKER (1993)

GEORGE MICHAEL SPORTS MACHINE

GET THE EDGE

GHOST (1990)

GHOULIES (1985)

GHOULIES II (1988)

GILMORE GIRLS

GINGERBREAD MAN, THE (1998)

GIRLFRIENDS

GIRLS CLUB

GLADIATOR (1992)

GLIMMER MAN, THE (1996)

GLOBAL BUSINESS PEOPLE

GLORY DAYS

GLOW, THE (2002)

GLUTTON BOWL: THE WORLD'S GREATEST EATING CONTEST

GODZILLA (1998)

GODZILLA VS. MECHAGODZILLA II (1993)

GOING UNDERGROUND (1993)

GOLDENEYE (1995)

GOOD COP, BAD COP (1998)

GOOD DAY LIVE

GOOD MORNING BABYLON (1987)

GOOD TIMES

GOODBYE SUPERMOM (1987)

GOODFELLAS (1990)

GOONIES EL TESORO DE WILLY (1985)

GORILLA, THE (1939)

GOSSIP (2000)

GOZAR, A GOZAR QUE EL MUNDO SE VA A ACABAR, A (1988)

GRACE UNDER FIRE

GRADES $19.95 TRIAL

GRANDMA GOT RUN OVER BY A REINDEER

GREASE (1978)

GREASE 2 (1982)

GREAT AMERICAN TRAGEDY, A (1972)

GREAT BALLS OF FIRE! (1989)

GREAT MOM SWAP, THE (1995)

GREAT WHITE HYPE, THE (1996)

GREATER BALTIMORE CLASSIC

GREATEST CHRISTMAS MOMENTS OF ALL TIME!, THE

GREEN ACRES

GREENSTONE & CO.

GREENSTONE SECRETS

GREENSTONE

GREETINGS FROM TUCSON

GREG THE BUNNY

GREMLINS (1984)

GREMLINS 2: LA NUEVA GENERACIÓN (1990)

GREMLINS 2: THE NEW BATCH (1990)

GREYSTOKE: LA LEYENDA DE TARZÁN (1984)

GRIDLOCK'D (1997)

GRILL TO GO

GRIND (1996)

GROSS MISCONDUCT (1993)

GROUNDED FOR LIFE

GROUNDHOG DAY (1993)

GUARDIAN ANGEL (1994)

GUILTY AS CHARGED (1991)

GUITAR METHOD 8

GUITAR METHOD

GUN IN BETTY LOU'S HANDBAG, THE (1992)

GUNGA DIN (1939)

GUNS OF WILL SONNETT

GUNSMOKE

GUTHY-RENKER.COM

GUYVER 2: DARK HERO (1994)

HÁBLAME DE AMOR

HACER EL AMOR CON OTRO (1992)

HACKERS (1995)

HAIR CLUB -- MAN OF THE YEAR

HAIR CLUB FOR MEN

HAIR CLUB FRANCHISE

HAIR CLUB

HAIR LOSS ANSWERS

HAIR LOSS SEMINAR

HAIR LOSS UPDATE

HAIR LOSS

HAIRAGAMI

HALCONES DE LA MUERTE (1993)

HALF & HALF

HALF AND HALF

HAND THAT ROCKS THE CRADLE, THE (1991)

HANG 'EM HIGH (1968)

HANS CHRISTIAN ANDERSEN (1952)

HAPPY CAMPERS (2001)

HAPPY DAYS

HAPPY GILMORE (1996)

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HARD PROMISES (1991)

HARD TO KILL (1990)

HARRISON BERGERON (1995)

HART TO HART RETURNS (1993)

HART TO HART: CRIMES OF THE HART (1994)

HART TO HART: HARTS IN HIGH SEASON (1996)

HART TO HART: HOME IS WHERE THE HART IS (1994)

HART TO HART: TILL DEATH DO US HART (1996)

HART TO HART: TWO HARTS IN THREE-QUARTER TIME (1995)

HASTA EN LAS MEJORES FAMILIAS

HAUNTED

HAVE IT ALL

HAVEN'T WE MET BEFORE? (2002)

HAWAII FIVE-0

HAZ TUYO EL PRIVILEGIO DE AMAR

HCMF-HLS

HCM-HLS

HE SAID, SHE SAID (1991)

HEADLINE NEWS

HEADS (1994)

HEALTH AND BEAUTY

HEAR MY SONG (1991)

HEARSE, THE (1980)

HEART OF FIRE (1997)

HEARTLAND CLASSIC R & B

HEARTLAND MEDIA

HEARTLAND MUSIC

HEAVY GEAR

HEAVYWEIGHTS (1995)

HECHIZO DE LUNA (1987)

HECHOS DE LA NOCHE

HECHOS DEL SIETE

HECHOS SÁBADO

HECHOS

HEIST, THE (1996)

HELLBOUND (1993)

HERCULES (1959)

HERCULES UNCHAINED (1960)

HERMANDAD DE LA MUERTE (1990)

HERMELINDA LINDA (1984)

HERO (1992)

HERO AND THE TERROR (1988)

HESTON BIBLE

HEXED (1993)

HIDDEN ASSASSIN (1995)

HIGH SCHOOL HIGH (1996)

HIGH SPEED PURSUIT III

HIGH SPEED PURSUITS 4

HIGH SPEED PURSUITS 5

HIGHER AND HIGHER (1943)

HIGHLANDER II: LA RESURRECCIÓN (1991)

HILLSIDE STRANGLERS, THE (1989)

HISPANIC HERITAGE AWARDS

HISPANICS TODAY

HIT AND RUN (1997)

HIT LIST, THE (1992)

HIT POPULAR

HI-TECH TOYS FOR THE HOLIDAYS

HOGAN'S HEROES

HOLIDAY AFFAIR (1949)

HOLIDAY CELEBRITY SPORTS INVITATIONAL

HOLLYWOOD CELEBRITY DIET

HOLLYWOOD DIET

HOLLYWOOD SQUARES

HOLOGRAM MAN (1995)

HOMBRE LOBO ADOLESCENTE (1985)

HOMBRES DE NEGRO (1997)

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HOME ALONE (1990)

HOME ALONE 3 (1997)

HOME IMPROVEMENT

HOME SWEET HOME

HOMEDICS 3X29

HOMEDICS

HOMEGROWN (1998)

HOMETIME FOR THE HOLIDAYS

HOMETIME

HONEY, I BLEW UP THE KID (1992)

HONEY, WE SHRUNK OURSELVES (1997)

HONEYMOON IN VEGAS (1992)

HONEYMOONERS, THE

HONKYTONK MAN (1982)

HONOR Y GLORIA (1993)

HOOK (1991)

HOOP DREAMS (1994)

HOOPER (1978)

HOOSIERS (1986)

HOPSCOTCH (1980)

HORA DE LOS CHAVOS

HORROR EXPRESS (1972)

HORROR HOTEL (1976)

HORSE FOR DANNY, A (1995)

HOT BOYZ (1999)

HOT MOMMIES 3

HOT MOMMIES

HOT TICKET

HOTEL DE LOVE (1996)

HOUSE IN THE HILLS, A (1993)

HOUSE OF EXORCISM, THE (1975)

HOUSE OF YES, THE (1997)

HOUSE ON SORORITY ROW, THE (1982)

HOUSE PARTY (1990)

HOUSEGUEST (1995)

HOUSTON MEDICAL

HOW STELLA GOT HER GROOVE BACK (1998)

HOW THE GRINCH STOLE CHRISTMAS

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HOW THE TOYS SAVED CHRISTMAS (1997)

HOW THE WEST WAS WON (1962)

HOW TO BE A PLAYER (1997)

HOWIE LONG'S TOUGH GUYS

HOWLING II... YOUR SISTER IS A WEREWOLF (1985)

HOY HE SOÑADO CON DIOS (1972)

HUGHLEYS, THE

HUGO POOL (1997)

HUMANOIDS FROM THE DEEP (1996)

HUMOR ES... LOS COMEDIANTES

HUNCHBACK OF NOTRE DAME, THE (1939)

HUNK (1987)

HUNT FOR RED OCTOBER, THE (1990)

HUNTER

I DARE YOU

I DREAM OF JEANNIE

I DREAM TOO MUCH (1935)

I KNOW WHAT YOU DID LAST SUMMER (1997)

I LOVE LUCY

I LOVE N.Y. (1987)

I LOVE TROUBLE (1994)

I SAW MOMMY KISSING SANTA CLAUS (2001)

I SURVIVED A DISASTER 2

I SURVIVED A DISASTER 3

I WITNESS

ICE (1994)

ICON CROSSBOW

ICON

IDEAL HEALTH

IF LOOKS COULD KILL (1991)

IF LOOKS COULD KILL: FROM THE FILES OF AMERICA'S MOST WANTED (1996)

IF LOOKS COULD KILL: THE JOHN HAWKINS STORY (1996)

IF LUCY FELL (1996)

IF THE SHOE FITS (1991)

IF YOU KNEW SUSIE (1948)

I'LL FLY AWAY

IMAGENES DE IMPACTO

IMAGINE: JOHN LENNON (1988)

IMMORTAL BELOVED (1994)

IMMORTAL, THE

IMPACTO FULMINANTE (1983)

IN COUNTRY (1989)

IN CROWD, THE (1988)

IN THE ARMY NOW (1994)

IN THE HEAT OF THE NIGHT

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IN THE TIME OF THE BUTTERFLIES (2001)

INDEPENDENCE DAY (1996)

INFORMANT (2000)

INFORME ESPECIAL AMERICA RECUERDA SEPTIEMBRE 11

INFORMER, THE (1935)

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INSIDE EDITION

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INTERNET TREASURE CHEST

INTERNET TREASURE

INTERNET TREASURES

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INTRUSA

INVASION OF THE HIDDEN CAMERAS

INVENCIBLE (1989)

INVISIBLE MAN, THE

IONIC BREEZE QUADRA 2000

IONIC BREEZE QUADRA V5

IONIC BREEZE QUADRA V6

IONIC BREEZE V.5

IONIC BREEZE

IRON CHEF USA: SHOWDOWN IN LAS VEGAS

IRON EAGLE II (1988)

IRON GIANT, THE (1999)

IRON-FREE ORBITREK

ISAAC LITTLEFEATHERS (1984)

ISHTAR (1987)

IT WAS HIM OR US (1995)

IT'S A MIRACLE

IT'S GOOD TO BE ALIVE (1974)

IT'S SHOWTIME AT THE APOLLO

IYANLA

JACK FROST (1998)

JACK THE GIANT KILLER (1962)

JACKIE CHAN ADVENTURES

JACKIE ROBINSON STORY, THE (1950)

JACKNIFE (1989)

JAKE REVISED BUN AND THIGH ROCKER

JAKES FINAL TRAINER

JAKE'S TRAINER 4 PAY

JAKE'S TRAINER

JAMIE FOXX SHOW, THE

JAMIE KENNEDY EXPERIMENT, THE

JASON'S LYRIC (1994)

JAWS: LA REVANCHA (1987)

JEFFERSONS

JENNY JONES

JEOPARDY!

JEREMIAH (1998)

JEREMIAH JOHNSON (1972)

JERRY MAGUIRE (1996)

JERRY SPRINGER

JERSEY GIRL (1992)

JESSE JAMES AT BAY (1942)

JESUS, EL NINO DIOS (1970)

JESUS, MARIA Y JOSE (1970)

JFK (1991)

JIM ROSEN CLASSIFIED

JIM ROSEN

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JIM ROSEN'S CLASSIFIEDS

JIMMY THE KID (1982)

JOCKS (1987)

JOHN DOE

JOHN WALSH SHOW, THE

JOHNNY CARSON COLLECTION

JOHNNY SKIDMARKS (1998)

JÓVENES DEL MAL (1987)

JÓVENES PERVERSOS (1991)

JOY OF JUICING

JUAN DIEGO Y LA VIRGEN GUADALUPANA

JUAN GABRIEL PARA AMÉRICA

JUAN SEBASTIÁN: EL MILAGRO

JUDE (1996)

JUDGE DREDD (1995)

JUDGE HATCHETT

JUDGE JOE BROWN

JUDGE JUDY

JUDGE MATHIS

JUDICIAL PERO HONRADO (1991)

JUG PRESS 319

JUG PRESS

JUICE DIET

JUICE LADY 2

JUICE LADY, THE

JUICE POWER

JUICE TWO PAY

JUICELADY 2

JUICELADY

JUICEMAN 9

JUICEMAN SHOW 9

JUICEMAN SHOW

JUICEMAN

JULIA

JUNGLA A JUNGLA (1997)

JUNGLE BOOK, THE (1967)

JUROR, THE (1996)

JUST CAUSE (1995)

JUST SHOOT ME

JUST YOUR LUCK (1996)

JUVENTUD EN DROGAS (1996)

K-9000 (1991)

KABOOM SHOW 1

KABOOM

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KARATE KID II (1986)

KARATE KID II: EL MOMENTO DE LA VERDAD CONTINÚA (1986)

KARATECA ASESINA (1992)

KAZAAM (1996)

KEEPING IT WILD

KENNY ROGERS AS THE GAMBLER (1980)

KEVIN'S REMEDY

KEYS TO TULSA (1997)

KICKBOXER 2: EL CAMINO DE REGRESO (1991)

KICKBOXER 4: THE AGGRESSOR (1994)

KICKIN' IT

KID COP (1996)

KID IN KING ARTHUR'S COURT, A (1995)

KID WHO LOVED CHRISTMAS, THE (1990)

KILLERS WITHIN, THE (1995)

KILLING JAR, THE (1997)

KING COBRA (1999)

KING KONG (1933)

KING OF COMEDY, THE (1983)

KING OF THE COWBOYS (1943)

KING OF THE HILL

KINGPIN (1996)

KINJITE: FORBIDDEN SUBJECTS (1989)

KIRBY: RIGHT BACK AT YA!

KISSING PLACE, THE (1990)

KITCHEN AID MIXER

KITCHEN AIDE

KITCHENAIDE FANCY MIXER

KNIGHTS (1993)

KOJAK

KROGER SENIOR CLASSIC

KUNDUN (1997)

KUNG FU: THE MOVIE (1986)

L SAN IN HOME

L SANSONE

L.A. STORY (1991)

L.O. REV 3 BRUSH

LA ACADEMIA: CAMINO A LA FAMA

LA ACADEMIA

LA CALAVERA NEGRA (1960)

LA CAMA (1968)

LA CAPTURA DE GABINO BARRERA (1967)

LA CARRERA MORTAL: EL SOBREVIVIENTE (1987)

LA CHACALA

LA COLONIA (1997)

LA CORNETA VENGADORA

LA DAMA Y EL JUDICIAL (1992)

LA DESAPARICIÓN DE GARCÍA LORCA (1997)

LA FURIA DE UN VENGADOR (1996)

LA GRAN APERTURA DE VIÑA DEL MAR 2002

LA GRAN APERTURA DEL MUNDIAL 2002

LA GRAN AVENTURA DE PEE-WEE (1985)

LA GRAN NOCHE DE VINA DEL MAR

LA GÜEREJA Y ALGO MÁS

LA GUERRA DE LOS SEXOS

LA HORA PICO

LA IGLESIA EN TIEMPOS DE JUAN PABLO II

LA JOYA DEL NILO (1985)

LA LAGUNA AZUL (1980)

LA LEY DE LA MAFIA

LA LOCA ACADEMIA DE LA MAFIA (1993)

MPAA CLAIMED WORKS – 2002

LA LOCURA MEXICANA (1993)

LA MAFIA TIEMBLA II (1990)

LA MANO (1981)

LA MARCA DE SATANÁS (1956)

LA MARCA DEL ALACRÁN (1998)

LA MÁSCARA DEL ZORRO (1998)

LA METRALLETA INFERNAL (1990)

LA MEXICANA, A

LA MUERTE CRUZÓ EL RÍO BRAVO (1984)

LA MUJER DE MI VIDA

LA NOCHE DEL PRESIDENTE BUSH

LA OTRA MUJER (1971)

LA PELÍCULA DE BUGS BUNNY Y EL CORRE CAMINO (1979)

LA PROFECÍA (1976)

LA PROFECÍA II (1978)

LA PROFECÍA III: EL CONFLICTO FINAL (1981)

LA SAZÓN DE MARIO

LA VENGANZA DE CAMARENA

LA VENGANZA DEL NINJA (1983)

LA VIDA DE NUESTRO SENOR JESUCRISTO (1986)

LA VIUDA BLANCA (1970)

LADY FRANKENSTEIN (1971)

LADY FROM LOUISIANA (1941)

LADY IN WHITE (1988)

LADY LUCK (1946)

LADY VANISHES, THE (1938)

LAND RIDER

LANDLADY, THE (1998)

LANDRIDER

LAPD: LIFE ON THE BEAT

LAPD

LAPRESSE FOODCHOPPER

LARGER THAN LIFE (1996)

LARRY SANDERS SHOW, THE

LAS ANDANZAS DE AGAPITO (1990)

LAS BODAS DEL 2002

LAS BRUJAS (1990)

LAS BRUJAS DE EASTWICK (1987)

LAS CUATRO BODAS DE MARISOL (1967)

LAS ESTRELLAS DE TV Y NOVELAS

LAS INTERESADAS (1952)

LAS SIRVIENTAS ARDIENTES (1988)

LAS TRAVESURAS DE DUNSTON (1996)

LAS VEGAS STORY, THE (1952)

LAS VÍAS DEL AMOR

LAST BOY SCOUT, THE (1991)

LAST CALL 329

LAST CALL

LAST DANCE (1996)

LAST MAN STANDING (1996)

LAST OF THE MOHICANS, THE (1992)

LAST RIDE, THE (1991)

LAST WORD, THE (1995)

LATE FOR DINNER (1991)

LAURA EN AMÉRICA

LAURO PUÑALES (1966)

LAVADORES DE DINERO (1993)

LAVERNE & SHIRLEY

LAW & ORDER: CRIMINAL INTENT

LAWS OF DECEPTION (1998)

LAYOVER (2000)

LE PRESSE

LEAVING LAS VEGAS (1995)

LEAVITT MANAGEMENT

LEAVITT: MEDICAL

LEGACY (1998)

LEGADO DE VALOR (1986)

LEGEND (1985)

LEGEND OF TARZAN

LEIGH VALENTINE

LEIGHT VALENTINE COLLECTION

LEIGHT VALENTINE

LENCHA LA TAXISTA (1990)

LENTE LOCO

LEPRECHAUN 2 (1994)

LEPRECHAUN 3 (1995)

LEPRECHAUN 4 IN SPACE (1996)

LEPRESSE

LESLIE SANSONE HOME WALKING

LESLIE SANSONE

LESS THAN ZERO (1987)

LETHAL WEAPON (1987)

LETHAL WEAPON 2 (1989)

LETHAL WEAPON 3 (1992)

LETHAL WEAPON 4 (1998)

LEVIATHAN (1989)

LIAR'S EDGE (1991)

LIBEREN A WILLY (1993)

LIFE AND TIMES OF JUDGE ROY BEAN, THE (1972)

LIFE LESS ORDINARY, A (1997)

LIFE MOMENTS

LIFE WITH FATHER (1947)

LIFT OFF

LIGHT HIS FIRE

LIGHT SLEEPER (1992)

LIGHTER SIDE OF SPORTS

LIGHTNING IN A BOTTLE (1994)

LIGHTPATH LONG ISLAND CLASSIC

LIGHTS OF OLD SANTA FE, THE (1944)

LILY IN WINTER (1994)

LINCOLN (1988)

LITTLE ARK, THE (1972)

LITTLE BIG MAN (1970)

LITTLE GIANTS (1994)

LITTLE HOUSE ON THE PRAIRIE

LITTLE HOUSE: A NEW BEGINNING

LITTLE MONSTERS (1989)

MPAA CLAIMED WORKS – 2002

LITTLE NIKITA (1988)

LITTLE ODESSA (1994)

LITTLE PIECE OF HEAVEN, A (1991)

LITTLE PRINCESS, THE (1939)

LITTLE SHOP OF HORRORS, THE (1960)

LIVE FROM THE ACADEMY AWARDS

LIVE WITH REGIS AND KELLY

LIVIN' LARGE

LIVING BETTER

LIVING IN PERIL (1997)

LIVING SINGLE

LLORENTE BAKEWARE

LLORENTE

LO MEJOR DE CRISTINA

LO MEJOR DE LA ACADEMIA

LO MEJOR DE LOS PREMIOS BILLBOARD A LA MÚSICA LATINA

LO QUE CALLAMOS LAS MUJERES

LO QUE ES EL AMOR

LO QUE NO VIO DE PREMIO LO NUESTRO

LO QUE SE VIÓ Y NO SE VIÓ DE AMIGAS Y RIVALES

LOBOS (1981)

LOCA ACADEMIA DE PILOTOS (1991)

LOCA ACADEMIA DE POLICÍA 3 (1986)

LOCA ACADEMIA DE POLICÍA 3: LOS NUEVOS RECLUTAS (1986)

LOCA ACADEMIA DE POLICÍA 5: MISIÓN MIAMI (1988)

LOCA ACADEMIA DE POLICÍA 6: CIUDAD BAJO SITIO (1989)

LOCA ACADEMIA DE POLICÍAS 4: LOS CIUDADANOS SE DEFIENDEN (1987)

LOCK UP (1989)

LOCOS Y SUELTOS

LONELY HEARTS (1991)

LONG KISS GOODNIGHT, THE (1996)

LONG WALK HOME, THE (1990)

LOOK WHO'S TALKING (1989)

LOOK WHO'S TALKING NOW (1993)

LOOKING FOR LOVE: BACHELORETTES IN ALASKA

LORD OF ILLUSIONS (1995)

LORD OF THE RINGS: MYSTERIES OF MIDDLE EARTH

LORD OF THE RINGS: THE TWO TOWERS, RETURN TO MIDDLE-EARTH

LOS ÆNGELES DE LA MUERTE (1995)

LOS ARCHIVOS DE CRISTINA

LOS BUENOS DIAS DE HTV

LOS CAMPEONES III (1996)

LOS CARGADORES (1995)

LOS COMEDIANTES EN AÑO NUEVO

LOS CUATES DEL PIRRURIS (1990)

LOS DUEÑOS EN LA CALLE (1991)

LOS GRANDES DE VIÑA DEL MAR

LOS HIJOS DEL CRIMINAL (1989)

LOS HUMILLADOS (1985)

LOS METICHES

LOS PANADEROS (1983)

LOS ROSTROS DEL 2002

LOS SIETE VAMPIROS DE ORO (1974)

LOSIN' IT (1982)

LOSING ISAIAH (1995)

LOST & FOUND (1999)

LOST HONOR OF KATHRYN BECK, THE (1984)

LOST IN SPACE (1998)

LOST IN SPACE FOREVER

LOST PLATOON (1988)

LOST WORLD, THE (1998)

LOST WORLD, THE

LOST WORLD: JURASSIC PARK, THE (1997)

LOVE AND ACTION IN CHICAGO (1999)

LOVE AT LARGE (1990)

LOVE BUG, THE (1969)

LOVE JONES (1997)

LOVE, CHEAT & STEAL (1994)

LOVES MUSIC, LOVES TO DANCE (2001)

LOVIN' MOLLY (1974)

LS 39

LS ABS DROP 39.95

LS ABS DROP

LS TO PAY 3995

LS WALK AWAY THE POUNDS

LS: 1 PAY WEIGH

LS: 1 PAY

LS-2 PAY

LUCHA LIBRE LATINA

LUCHA LIBRE

LUCKY DAY (2002)

LUCY SHOW, THE

LUSH LIFE (1994)

M BRITE 2002

M BRITE

M*A*S*H: 30TH ANNIVERSARY REUNION SPECIAL

M*A*S*H

MACE (1987)

MACY'S THANKSGIVING DAY PARADE

MAD ABOUT YOU

MAD LOVE (1995)

MAD MAX (1979)

MAD MAX 2 (1981)

MAD MAX III: MÁS ALLÁ DE LA CÚPULA DEL TRUENO (1985)

MAD TV

MADHOUSE (1990)

MAFIA MEXICANA (1990)

MAGIC (1978)

MAGIC KID (1993)

MAGIC SCHOOL BUS, THE

MAGIC'S BIGGEST SECRETS FINALLY REVEALED: ESCAPE FROM THE ICE

MAGNASSAGER

MPAA CLAIMED WORKS – 2002

MAID TO ORDER (1987)

MAIN FLOOR

MAKER, THE (1997)

MAKING MONEY VERSION 1000

MAKING MONEY

MAKING OF E.T.

MAKING OF SCORPIO KING

MALCOLM & EDDIE

MALCOLM IN THE MIDDLE

MALCOLM X (1992)

MAMÁ NO TE LO PIERDAS

MAMÁ SOLITA (1980)

MAMA'S FAMILY

MAN IN THE IRON MASK, THE (1998)

MAN OF THE HOUSE (1995)

MAN WHO WOULD BE KING, THE (1975)

MAN WHO WOULDN'T DIE, THE (1995)

MANANITAS A LA VIRGEN

MANHUNT: SEARCH FOR THE NIGHT STALKER (1989)

MANKILLERS (1987)

MARCH OF THE WOODEN SOLDIERS (1934)

MAREA BRAVA

MARÍA BELÉN

MARÍA CELINA

MARÍA FÉLIX: UNA CONVERSACIÓN

MARIA LA DEL BARRIO

MARÍA ROSA BÚSCAME UNA ESPOSA

MARIACHI (1977)

MARKED FOR DEATH (1990)

MARKETING CANISTER

MARKETWATCH WEEKEND

MARKETWATCH

MARRIED TO THE MOB (1988)

MARRIED... WITH CHILDREN

MARRYING MAN, THE (1991)

MARS (1996)

MARTA SUSANA EDICIÓN ESPECIAL

MARTA SUSANA: EDICIÓN ESPECIAL

MARTA SUSANA

MARTHA QUINN

MARTHA STEWART LIVING WEEKEND

MARTHA STEWART LIVING

MARTIN

MARY REILLY (1996)

MÁS BUENAS QUE EL PAN (1987)

MÁS CONTROL

MASK, THE (1994)

MASTERCARD CHAMPIONSHIP

MASTERS OF ILLUSION II

MASTERS OF ILLUSION III

MASTERS OF ILLUSION IV

MASTERS OF ILLUSION

MATCHMAKER, THE (1997)

MATEWAN (1987)

MATLOCK: NOWHERE TO TURN (1990)

MATLOCK: THE ACCUSED (1994)

MATLOCK: THE AMBASSADOR (1988)

MATLOCK: THE ASSASSINATION (1992)

MATLOCK: THE BILLIONAIRE (1987)

MATLOCK: THE COURT MARTIAL (1987)

MATLOCK: THE DON (1986)

MATLOCK: THE EVENING NEWS (1992)

MATLOCK: THE FINAL AFFAIR (1993)

MATLOCK: THE FORTUNE (1993)

MATLOCK: THE HAUNTED (1993)

MATLOCK: THE HUNTING PARTY (1989)

MATLOCK: THE IDOL (1994)

MATLOCK: THE INFORMER (1989)

MATLOCK: THE INVESTIGATION (1987)

MATLOCK: THE KIDNAPPING (1994)

MATLOCK: THE LEGACY (1992)

MATLOCK: THE MAYOR (1988)

MATLOCK: THE POWER BROKERS (1987)

MATLOCK

MATRIX, THE (1999)

MAURY

MAX DUGAN RETURNS (1983)

MAX STEEL

MÁXIMA VELOCIDAD (1994)

MAXIMUM EXPOSURE

MAYBE IT'S ME

MBNA AMERICA

MCCLOUD

MCHALE'S NAVY

MCLAUGHLIN GROUP

MCMILLAN AND WIFE

MCMILLAN

MCQ (1974)

MDR VITAL FACTORS

MDR VITAMINS

MEAN STREETS (1973)

MEATBALLS 4 (1992)

MEDABOTS

MEDIA POWER

MEDICAL HAIR REPLACEMENT

MEDICAL HAIR RESTORATION

MEDICAL HAIR TRANSPLANT

MEDICAL HAIR

MEDICUS

MEDIDAS DESESPERADAS (1997)

MEET JOHN DOE (1941)

MEET THE MARKS

MEGA MEMORY

MEMOIRS OF AN INVISIBLE MAN (1992)

MEMPHIS BELLE (1990)

MEN AT WORK (1990)

MEN IN BLACK

MEN, WOMEN & DOGS

MPAA CLAIMED WORKS – 2002

MENTE Y MOVIMIENTO

MENTIRAS VERDADERAS (1994)

MERCURY

MERMAIDS (1990)

MESMERIZED (1984)

MESSENGER OF DEATH (1988)

MESSENGER, THE (1987)

MÉXICO LINDO Y QUÉ RITMO

MI BARRIO

MI FIEL AMIGO (1995)

MI MUJER TIENE UN AMANTE (1989)

MI POBRE ANGELITO 2: PERDIDO EN NUEVA YORK (1992)

MI POBRE DIABLILLO (1990)

MIAMI COPS (1989)

MIAMI RHAPSODY (1995)

MICHAEL (1996)

MICKEY SPILLANE'S MIKE HAMMER: MURDER ME, MURDER YOU (1983)

MICKEY SPILLANE'S MIKE HAMMER: MURDER TAKES ALL (1989)

MIDNIGHT RIDE (1995)

MIGHTY DUCKS, THE (1992)

MIGHTY PRO GRILL

MIJARES: MARÍA BONITA

MIL CAMINOS TIENE LA MUERTE (1976)

MIL MILLAS AL SUR (1980)

MILAGRO EN LA CALLE 34 (1994)

MILAGROS

MIND GAMES (1993)

MIND SNATCHERS, THE (1972)

MINORITY BUSINESS REPORT

MINUTE BRITE TRIAL

MINUTE BRITE

MIRA QUIEN HABLA (1989)

MIRACLE BEACH (1992)

MIRACLE BLADE 11

MIRACLE BLADE 13

MIRACLE BLADE 2

MIRACLE BLADE 3 VERSION 11

MIRACLE BLADE II

MIRACLE BLADE III

MIRACLE BLADE V.13

MIRACLE BLADE

MIRACLE OF THE CARDS, THE (2001)

MIRACLE ON 34TH STREET (1994)

MIRADA DE MUJER

MIRAGE (1995)

MIS PADRES SE DIVORCIAN (1959)

MISA DE BEATIFICACIÓN MARTIRE DE OAXACA BASÍLICA DE GUADALUPE

MISA DE CANONIZACIÓN DEL BEATO JUAN DIEGO

MISA DE PASCUA DEL PAPA

MISERY (1990)

MISIÓN ALIEN (1988)

MISS HAWAIIAN TROPIC INTERNATIONAL PAGEANT

MISS HAWAIIAN TROPIC UNITED STATES PAGEANT

MISS VENEZUELA

MISSION OF THE SHARK (1991)

MISSISSIPPI BURNING (1988)

MODERN ADVENTURES OF TOM SAWYER, THE (1998)

MOESHA

MON COLLE KNIGHTS

MONDAY AFTER THE MIRACLE (1998)

MONEY (1991)

MONEY MAKING SHOW

MONEY MAKING

MONEY TALKS (1997)

MONKEES, THE

MONTE WALSH (1970)

MONTEL WILLIAMS

MORAL COURT

MORK & MINDY

MORONS FROM OUTER SPACE (1985)

MORTAL FEAR (1994)

MORTAL KOMBAT (1995)

MOTHER OF THE BRIDE (1993)

MOTHER, MAY I SLEEP WITH DANGER? (1996)

MOTHER'S PRAYER, A (1995)

MOTÍN EN LA CÁRCEL (1986)

MOTOR SPORTS WEEKLY

MOTORAMA (1991)

MR. AND MRS. SMITH (1941)

MR. FROST (1990)

MR. LUCKY (1943)

MR. SATURDAY NIGHT (1992)

MR. WRITE (1994)

MRS. DOUBTFIRE (1993)

MUCHA LUCHA

MUERTE EN EL BARRIO JAPONÉS (1991)

MUERTE POR PARTIDA DOBLE (1991)

MUJER... CASOS DE LA VIDA REAL EDICIÓN ESPECIAL

MUJER... CASOS DE LA VIDA REAL

MUJERES DE MEDIANOCHE (1968)

MULHOLLAND FALLS (1996)

MUMMY LIVES, THE (1996)

MUMMY, THE (1999)

MUMMY, THE

MUNSTERS, THE

MUPPETS 10

MUPPETS COMPLETE

MUPPETS DISCOUNTED SET OFFER

MUPPETS

MURDER 101 (1991)

MURDER AMONG FRIENDS (2001)

MURDER, MY SWEET (1945)

MURDEROUS AFFAIR: THE CAROLYN WARMUS STORY, A (1992)

MURIERON A MITAD DEL RÍO (1988)

MPAA CLAIMED WORKS – 2002

MUSCLE MASSAGE

MUSIC MAN, THE (1962)

MUSIC OF THE 80'S

MUSIC OF THE '80S

MUSIC OF THE EIGHTIES

MUSIC SYSTEM

MÚSICO, POETA Y LOCO (1947)

MUTANT (1984)

MUTANT X

MY BOYFRIEND'S BACK (1989)

MY DOG SKIP (2000)

MY FAVORITE WIFE (1940)

MY GUIDE TO BECOMING A ROCK STAR

MY LEFT FOOT (1989)

MY TEACHER'S WIFE (1995)

MYORX OF JUICING 4

MYORX SHOW 3

MYORX

MYROX SHOW 11

MYROX SHOW 3

MYROX SHOW 9

MYSTERIOUS WAYS

NAACP IMAGE AWARDS

NADIE TE QUERRÁ COMO YO (1972)

NADS 2002

NAD'S

NAKED GUN 2 1/2: THE SMELL OF FEAR, THE (1991)

NAKED GUN, THE (1988)

NAKED IN NEW YORK (1993)

NALGADA DE ORO (1991)

NANNY, THE

NAPA AUTO PARTS 500

NARROW MARGIN (1990)

NASCAR PRE-RACE

NASCAR RACING

NASH BRIDGES

NATIONAL LAMPOON'S CHRISTMAS VACATION (1989)

NATIONAL LAMPOON'S LAST RESORT (1994)

NATURAL ADVANTAGE 2

NATURAL ADVANTAGE

NATURE OF THE BEAST (1995)

NAVIDAD EN VIENA

NAVIDAD MAGICA DISNEY

NAVIDAD SIN FIN

NBA MAX

NDM MIRACLE BLADE

NECESSITY (1988)

NEEDFUL THINGS (1993)

NEGRO ES UN BELLO COLOR (1974)

NEIGHBOR, THE (1993)

NEIGHBORHOOD SMC

NEPHEW, THE (1998)

NET, THE (1995)

NEVADA CITY (1941)

NEVER 2 BIG (1998)

NEVER A DULL MOMENT (1950)

NEVER TALK TO STRANGERS (1995)

NEW ADVENTURES OF WINNIE THE POOH, THE

NEW ENGLAND PGA.COM

NEW FRESH START

NEW JACK CITY (1991)

NEW MDR VITAL FACTORS

NEW MDR

NEW PASTA

NEW SCOOBY & SCRAPPY-DOO SHOW, THE

NEW SCOOBY-DOO MOVIES

NEW STRATEGIES

NEWSRADIO

NFL EUROPE FOOTBALL

NFL GOLF CLASSIC

NFL PRESEASON SPECIAL

NFL UNDER THE HELMET

NGONE'S STORY: A TALE OF AFRICA'S ORPHANS

NICKEL & DIME (1992)

NIGHT HEAT

NIGHT OF THE DEMONS (1988)

NIGHT OF THE RUNNING MAN (1994)

NIGHT TRAIN TO MUNICH (1940)

NIGHT VISION (1998)

NIGHT VISIONS (1990)

NIGHTMARE CASTLE (1965)

NIGHTMARE ON ELM STREET 2: FREDDY'S REVENGE, A (1985)

NIGHTMARE ON ELM STREET 4: THE DREAM MASTER, A (1988)

NIGHTMARE ON ELM STREET 5: THE DREAM CHILD (1989)

NIGHTMARE ON ELM STREET, A (1984)

NIGHTMARE ROOM, THE

NIKKI

NINE MONTHS (1995)

NITTI: THE ENFORCER (1988)

NO BOUNDARIES

NO CONTEST II: ACCESS DENIED (1995)

NO ESCAPE, NO RETURN (1993)

NO HAY QUINTO MALO (1990)

NO HOLDS BARRED (1989)

NO LOOKING BACK (1998)

NO THANE

NOCHE DE CARNAVAL

NOCHE DE ESTRELLAS DE TV Y NOVELAS

NOCHE DE ESTRELLAS

NOCHE ESPECIAL DE EL PRIVILEGIO DE AMAR

NOCHE ESPECIAL DE GATA SALVAJE

NOCHE ESPECIAL DE LAS VÍAS DEL AMOR

NOCHE HISTÓRICA CON EL PRESIDENTE

NOISES OFF (1992)

NONE BUT THE LONELY HEART (1944)

MPAA CLAIMED WORKS – 2002

NORTH (1994)

NORTH DALLAS FORTY (1979)

NORTH SHORE (1987)

NOTICIARIO HECHOS

NOTICIAS UNIVISION

NOTICIERO HECHOS

NOTICIERO TELEMUNDO EDICIÓN NOCTURNA

NOTICIERO TELEMUNDO

NOTICIERO UNIVISION

NOWHERE IN SIGHT (2000)

NOWHERE TO HIDE (1987)

NOWHERE TO RUN (1993)

NSYNC: BIGGER THAN LIVE

NU WAVE OVEN 1

NU WAVE OVEN 2

NUESTRA BELLEZA DE MEXICO

NUESTRA NAVIDAD

NUNS ON THE RUN (1990)

NUTCRACKER: THE MOTION PICTURE (1986)

NUTTY PROFESSOR, THE (1996)

NU-ZYMES V5

NU-ZYMES VERSION 41

NU-ZYMES

O'REILLY 300

OCCASIONAL HELL, AN (1996)

ODD COUPLE, THE

OF MICE AND MEN (1992)

OFF CENTRE

OH GOD! BOOK II (1980)

OH GOD! YOU DEVIL (1984)

OH, GOD! (1977)

OJO DEL HURACÁN

OLD GRINGO (1989)

OLIVE, THE OTHER REINDEER

OLIVER & COMPANY (1988)

OMEN IV: THE AWAKENING (1991)

ON HOLY GROUND: PILGRIMS IN A SACRED PLACE

ON THE BORDER (1998)

ON THE LINE (1998)

ON THE RECORD WITH GRETA VAN SUSTEREN

ONCE A THIEF

ONCE AGAIN (1986)

ONCE UPON A HONEYMOON (1942)

ONCE UPON A TEXAS TRAIN (1988)

ONE IN A MILLION: THE RON LEFLORE STORY (1978)

ONE MAN'S JUSTICE (1995)

ONE MAN'S WAR (1991)

ONE ON ONE

ONE TOUGH BASTARD (1995)

ONLY THE LONELY (1991)

ONLY YOU (1992)

OPERACIÓN DRAGÓN (1973)

OPERATION DELTA FORCE (1997)

OPERATION DUMBO DROP (1995)

OPERATION SANDMAN: WARRIORS IN HELL (2000)

OPERATION WAR ZONE (1989)

OPRAH WINFREY

ORANGE 80'S

ORANGE CLEAN 3

ORANGE CLEAN

ORANGE GLO

ORANGE GLOW

ORCA (1977)

ORCA LA BALLENA ASESINA (1977)

ORDER OF THE EAGLE (1988)

ORDINARY MAGIC (1993)

O'REILLY FACTOR SPECIAL: O'REILLY VS. HOLLYWOOD

O'REILLY FACTOR SPECIAL: THE CORRUPTION OF THE AMERICAN CHILD

ORTHOTIC SHOE INSOLES

OSCURAS ME DA RISA, A (1994)

OTHER HALF, THE

OTRA

OTRO CASO DE VIOLACIÓN (1991)

OTRO ROLLO

OUT FOR JUSTICE (1991)

OUT OF SYNC (1995)

OUT OF THE PAST (1947)

OUT TO SEA (1997)

OUTBREAK (1995)

OUTER LIMITS, THE

OUTLAW, THE (1989)

OUTSIDE OZONA (1998)

OVER THE LINE (1995)

OVER THE TOP (1987)

OZZY & DRIX

P. ALLEN SMITH GARDENS

P.K. AND THE KID (1982)

PAAWS 7

PAAWS

PACIFIC HEIGHTS (1990)

PACKAGE, THE (1989)

PACT, THE (1999)

PALMETTO (1998)

PANDILLEROS ASESINOS (1990)

PAPER BULLETS (1999)

PAPERHOUSE (1988)

PAPITO QUERIDO (1989)

PARALLEL LIVES (1994)

PARENT 'HOOD, THE

PARENT TRAP, THE (1998)

PARENTS (1989)

PARIS TROUT (1991)

PARKERS, THE

PARKERS

MPAA CLAIMED WORKS – 2002

PARTNERS IN CRIME (1984)

PARTNERS IN CRIME (2000)

PARTRIDGE FAMILY, THE

PARTY CAMP (1987)

PASS, THE (1998)

PASSENGER 57 (1992)

PASSION

PAST MIDNIGHT (1991)

PASTA 99

PATRIOTS (1994)

PAYBACK (1999)

PEDRO EL ESCAMOSO

PEEL AWAY THE LBS

PEEL AWAY THE POUNDS

PEEL AWAY

PEEL/POUNDS

PEE-WEE'S BIG ADVENTURE (1985)

PELEADOR CALLEJERO (1975)

PENTATHLON (1995)

PENTHOUSE, THE (1989)

PEOPLE'S COURT, THE

PEPSI 400

PERDIDOS EN SAN FRANCISCO (1996)

PERFECT AIR

PERFECT BRIDE, THE (1991)

PERFECT LIFT 3

PERFECT LIFT

PERFECT WEAPON, THE (1991)

PERJURA (1938)

PERROS DE PRESA (1992)

PERRY MASON RETURNS (1985)

PERRY MASON: THE CASE OF THE ALL-STAR ASSASSIN (1989)

PERRY MASON: THE CASE OF THE AVENGING ACE (1988)

PERRY MASON: THE CASE OF THE DEFIANT DAUGHTER (1990)

PERRY MASON: THE CASE OF THE DESPERATE DECEPTION (1990)

PERRY MASON: THE CASE OF THE FATAL FASHION (1991)

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TERMINAL VELOCITY (1994)

TERMINATOR 2: JUDGMENT DAY (1991)

TERMS OF ENDEARMENT (1983)

TERROR BY NIGHT (1946)

TERROR EN LOS BARRIOS (1983)

TESORO DE MOCTEZUMA (1966)

TEXAS JUSTICE

T-FORCE (1994)

THANE INTERNATIONAL GOURMET FOOD STYLER

THAT '70S SHOW KISS SPECIAL

THAT '70S SHOW KISS

THAT '70S SHOW SPECIAL

THAT '70S SHOW

THAT '80S SHOW

THAT'S ENTERTAINMENT! (1974)

THEATRE OF BLOOD (1973)

THELMA & LOUISE (1991)

THERE GOES MY BABY (1991)

THERE'S SOMETHING ABOUT MARY (1998)

THERMOSLIM

THEY LIVE BY NIGHT (1949)

THIN LINE BETWEEN LOVE AND HATE, A (1996)

THING, THE (1951)

THING, THE (1982)

MPAA CLAIMED WORKS – 2002

THINGS TO DO IN DENVER WHEN YOU'RE DEAD (1995)

THIS OLD HOUSE

THIS WEEK IN BASEBALL

THOMAS CROWN AFFAIR, THE (1999)

THREE AMIGOS! (1986)

THREE MEN AND A LITTLE LADY (1990)

THREE MUSKETEERS, THE (1935)

THREE MUSKETEERS, THE (1993)

THREE STOOGES, THE

THREE TO SIX WEEKS BODY MAKEOVER

THREE TO TANGO (1999)

THUNDER STICK MIXER

THUNDERBOX

THUNDERHEART (1992)

THUNDERSTICK MIXER

THUNDERSTICK PRO

THUNDERSTICK

THUNDERSTICKS

TIBURÓN (1975)

TICK, THE

TIEMPO DE MUERTE 2 (1996)

TIGER HEART (1996)

TIGHTROPE (1984)

TILIA CANISTER 500

TILIA CANISTER

TILIA CHEF MAKER

TILIA FOODSAVER

TILIA VAC 500

TILIA

TILL THE END OF TIME (1946)

TIM (1979)

TIME AND AGAIN

TIME BANDITS (1981)

TIME BURST -- THE FINAL ALLIANCE (1989)

TIME LIFE 80'S

TIME LIFE MUSIC

TIME LIFE ROCK 'N ROLL

TIME LIFE UNFORGETTABLE '60S

TIME LIFE: CLASSIC RHYTHM AND BLUES

TIME LIFE

TIME RESTORE 4

TIME RESTORE

TIME RUNNER (1992)

TITANIUM IDAPZ PREMIUM

TITANIUM KNIVES 9

TITANIUM KNIVES

TITUS

TKE

TO BE THE BEST (1993)

TO TELL THE TRUTH

TO THE LIMIT (1995)

TODAVÍA SÉ LO QUE HICIERON EL VERANO PASADO (1998)

TODAY'S HOMEOWNER

TODO CONTIGO

TODO POR AMOR

TOM SAWYER (2000)

TOMBSTONE (1993)

TONY'S CHOPPER 2CC

TONY'S CHOPPER

TOO CLOSE FOR COMFORT

TOONANIMALS

TOP DOG (1995)

TOP GUN (1986)

TOP HAT (1935)

TOP OF THE WORLD (1998)

TOP SECRET (1978)

TOP SECRET! (1984)

TOP TEN EN ESPAÑOL

TORNADO (1996)

TORNADO WARNING (2002)

TORNADO

TOSHIBA SENIOR CLASSIC

TOTAL GYM 6

TOTAL GYM CHALLENGE 3

TOTAL GYM CHALLENGE

TOTAL GYM

TOTAL RECALL (1990)

TOTALLY RIDICULOUS: THE WORLD'S FUNNIEST TRUE STORIES

TOUCH (1997)

TOUCHED BY AN ANGEL

TRACKER

TRADING MOM (1994)

TRADING PLACES (1983)

TRÁGICO CARNAVAL (1991)

TRAIL OF ROBIN HOOD (1950)

TRAIN WRECKS

TRAMPA DE HIELO (1993)

TRANSFORMERS: ROBOTS IN DISGUISE

TRAS LA VERDAD

TREES LOUNGE (1996)

TRES NINJAS CONTRA-ATACAN (1994)

TRESPASS (1992)

TRIAL AND ERROR (1997)

TRIAL-NO THANE

TRICK OF THE EYE (1994)

TRIPFALL (2000)

TRIPLE CCT

TRIPLE SHOW

TRIPLE SHOWTIME

TRIUMPH OF THE SPIRIT (1989)

TROPICANA

TRUCKS (1997)

TRUE CRIME (1995)

TRUE CRIME (1999)

TRUE SLEEPER

TRUTH OR CONSEQUENCES, N.M. (1997)

TÚ Y YO

TURBO 2 PAY 29.95

MPAA CLAIMED WORKS – 2002

TURBO 2 PAY

TURBO COOKER 2

TURBO COOKER PLUS

TURBO COOKER

TURBO COOKING

TURBO PLUS 3 X 39

TURBO PLUS

TURBO SHARK

TURBO

TURTLE BAY CHAMPIONSHIP

TV'S FUNNIEST GAME SHOW MOMENTS 2

TV'S FUNNIEST GAME SHOW MOMENTS

TWICE IN A LIFETIME

TWICE UPON A CHRISTMAS (2001)

TWILIGHT ZONE, THE

TWINKLE IN GOD'S EYE, THE (1955)

TWINS (1988)

TWO HANDS (1999)

TWOGETHER (1994)

TYEE GROUP

U.S. FARM REPORT

U.S. OLYMPIC GOLD

UAW-DAIMLER CHRYSLER 400

UC: UNDERCOVER

UFOS: THE BEST EVIDENCE CAUGHT ON TAPE 2

UHF (1989)

ÚLTIMA LLAMADA (1996)

ULTIMATE CHOPP

ULTIMATE CHOPPER

ULTIMATE MUSCLE: THE KINNIKUMAN LEGACY

ULTRA CHOPPER

ULTRA CONVECTION OVEN

ULTRA OVEN

ULTRAMAN TIGA

ULTRASONEX

ULTRAVECTION OVEN 4

ULTRAVECTION OVEN

ULTRAVECTION

UN DETECTIVE EN EL KINDER (1990)

UN HOMBRE LOBO AMERICANO EN LONDRES (1981)

UN IMPULSIVO Y LOCO AMOR (1997)

UN INDIO QUIERE MATAR (1994)

UN MACHO EN EL HOTEL (1986)

UN MACHO EN EL REFORMATORIO DE SEÑORITAS (1988)

UN MACHO EN LA CÁRCEL DE MUJERES (1987)

UN MACHO EN LA CASA DE CITAS (1987)

UN MACHO EN LA TORTERÍA (1990)

UN NINJA EN BEVERLY HILLS (1997)

UN PAPÁ GENIAL (1999)

UN TIPO DURO DE PELEAR (1989)

UNA MUJER DE CABARET (1989)

UNCLE BUCK (1989)

UNDECLARED

UNDER SIEGE (1992)

UNDER SIEGE 2: DARK TERRITORY (1995)

UNDERCOVER ANGEL (1999)

UNDERCURRENT (1998)

UNDERTOW (1996)

UNDERWORLD (1996)

UNEXPECTED FAMILY, AN (1996)

UNFAITHFULLY YOURS (1984)

UNFORGETTABLE (1996)

UNITING FORE CARE CLASSIC PRESENTED BY NOVELL

UNIVERSAL SOLDIER (1992)

UNLAWFUL ENTRY (1992)

UNREMARKABLE LIFE, AN (1989)

UNSTRUNG HEROES (1995)

UNTAMED HEART (1993)

UPDATE RS BOWFLEX

UPDATED BOWFLEX

UPDATED RS BOWFLEX

URBAN LATINO TV

USA SHOW

USED PEOPLE (1992)

USUAL SUSPECTS, THE (1995)

U-TURN (1997)

V.I.P.

VAC 500

VAC 550

VAC 800

VAC CAN

VACACIONES EN NAVIDAD (1989)

VACACIONES FAMILIARES (1988)

VALENTINE

VALOR BAJO FUEGO (1996)

VALUE AMERICA

VAMOS AL BAILE

VAMPIRE'S KISS (1989)

VENGADOR DE ASESINOS (1985)

VENTANEANDO

VENTURE MEDIA

VER PARA CREER

VERANO ARDIENTE (1970)

VERIZON CLASSIC

VERY BRADY CHRISTMAS, A (1988)

VICTOR/VICTORIA (1982)

VIDEO JUSTICE: CRIME CAUGHT ON TAPE 2

VIDEO JUSTICE: CRIME CAUGHT ON TAPE

VIERNES 13 SEGUNDA PARTE (1981)

VILLAIN, THE (1979)

VIOLACIONES, CASO DE LA VIDA REAL (1992)

VIOLENCIA POLICÍACA (1997)

VIRTUAL SEDUCTION (1995)

VIRUS (1995)

VISITA AL PASADO (1979)

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VITA BASICS

VITA POWER

VITAL BASICS

VITAL FACTOR

VITAL FACTORS 2000

VITAL FACTORS

VITAPOWER

VIVA EL JUEGO DE LA VIDA

VIVA EL MUNDIAL

VIVIANA

VOLCÁN EN LLAMAS (1998)

VOW TO KILL, A (1995)

VUELO 93

WAGONS EAST! (1994)

WAI LANA YOGA 2

WAI LANA YOGA

WAITING TO EXHALE (1995)

WALK AWAY ABS

WALK AWAY FOR ABS

WALK AWAY POUNDS

WALK AWAY THE POUNDS

WALK SOFTLY, STRANGER (1950)

WALL STREET (1987)

WALL STREET JOURNAL REPORT WITH MARIA BARTIROMO

WALL STREET JOURNAL REPORT

WANDA NEVADA (1979)

WANTED (1999)

WAR AT HOME, THE (1996)

WAR BETWEEN MEN AND WOMEN, THE (1972)

WAR OF THE ROSES, THE (1989)

WARLOCK III: THE END OF INNOCENCE (1999)

WASP WOMAN, THE (1960)

WAYANS BROS., THE

WAYNE BRADY SHOW, THE

WB PRESENTS: TEEN PEOPLE'S WHAT'S NEXT, THE

WE LOVE LUCY

WE THE JURY

WEAKEST LINK

WEDDING SINGER, THE (1998)

WEEKEND PASS (1984)

WEEKENDERS, THE

WESTBLADE MIRACLE BLADE

WESTWORLD (1973)

WHAT ABOUT BOB? (1991)

WHAT I LIKE ABOUT YOU

WHAT'S IN THE FOX BOX

WHAT'S INSIDE THE FOX BOX

WHAT'S LOVE GOT TO DO WITH IT (1993)

WHAT'S NEW SCOOBY-DOO?

WHAT'S UP, DOC? (1972)

WHEEL OF FORTUNE

WHEELS OF TERROR (1990)

WHEN A STRANGER CALLS (1979)

WHEN ANIMALS ATTACK III

WHEN ANIMALS ATTACK

WHEN ANIMALS INVADE YOUR HOME

WHEN GOOD PETS GO BAD

WHEN INNOCENCE IS LOST (1997)

WHEN THE PARTY'S OVER (1992)

WHERE ON EARTH IS CARMEN SANDIEGO?

WHERE SLEEPING DOGS LIE (1992)

WHILE YOU WERE SLEEPING (1995)

WHISKEY DOWN (1996)

WHISPERS (1990)

WHITE CHRISTMAS (1954)

WHITE FURY (1990)

WHITE HUNTER, BLACK HEART (1990)

WHITE TOWER, THE (1950)

WHITE WATER SUMMER (1987)

WHO FRAMED ROGER RABBIT (1988)

WHO WANTS TO BE A MILLIONAIRE

WHO'S THE BOSS?

WILD ABOUT ANIMALS

WILD AMERICA

WILD HEARTS CAN'T BE BROKEN (1991)

WILD MOMENTS

WILDFIRE 7: THE INFERNO (2002)

WILL & GRACE

WILL YOUR KIDS MAKE THE GRADE

WILLY WONKA Y LA FÁBRICA DE CHOCOLATE (1971)

WIMPS (1987)

WIN CASH FLOW

WINCHESTER '73 (1950)

WIND (1992)

WINDOW, THE (1949)

WINDSOR PILATES

WINNER, THE (1996)

WINNING CASH FLOW

WINNING CASH

WINNING IN THE CASH FLOW BUSINESS

WINNING IN THE CASH FLOW

WINNING THE FIGHT AGAINST HAIR LOSS

WINSOR PILATES

WINTER CELEBRITY SPORTS INVITATIONAL

WINTER GUEST, THE (1997)

WINTER SPORTSCAST

WITCHBLADE (2000)

WITCHBLADE: TRANSCENDENCE (2001)

WITH FRIENDS LIKE THESE... (1998)

WITH SIX YOU GET EGGROLL (1968)

WITHOUT A TRACE (1983)

WITNESS (1985)

WIZARD OF OZ, THE (1939)

WOLF LAKE

WOO (1998)

WOOD, THE (1999)

MPAA CLAIMED WORKS – 2002

WOODY WOODPECKER SHOW, THE

WORLD IN HIS ARMS, THE (1952)

WORLD MAGIC AWARDS

WORLD OF NATURE

WORLD'S FASTEST POLICE CHASES

WORLD'S FUNNIEST MOVIE OUTTAKES, THE

WORLD'S MOST DANGEROUS POLICE CHASES

WORLD'S MOST DEADLIEST STORMS

WORLD'S MOST SHOCKING MEDICAL VIDEOS

WORLD'S MOST SHOCKING MOMENTS 2: CAUGHT ON TAPE

WORLD'S MOST SHOCKING MOMENTS 3: CAUGHT ON TAPE

WORLD'S SCARIEST EXPLOSIONS: CAUGHT ON TAPE!

WORLD'S WILDEST POLICE VIDEOS: CHASES & SHOOTOUTS

WORLD'S WILDEST POLICE VIDEOS

WORLD'S WORST DRIVERS: CAUGHT ON TAPE 3

WORTH WINNING (1989)

WRAITH, THE (1986)

WRONG IS RIGHT (1982)

WRONG MAN, THE (1993)

WWE AFTER BURN

WWE BOTTOM LINE

WWE DIVAS

WWE JAKKED

WWE METAL

WWE SMACKDOWN!

WWE SUPER TUESDAY

WWF JAKKED

WWF METAL

WWF SMACKDOWN!

WWF: DIVAS

X-FILES, THE

X-MEN: EVOLUTION

Y SIGUE LA FURIA DANDO

YA SOMOS HOMBRES

YAKUZA, THE (1975)

YEAR IN SPORTS, THE

YEAR OF LIVING DANGEROUSLY, THE (1982)

YEAR OF THE DRAGON (1985)

YEARLING, THE (1994)

YELLOW SKY (1948)

YELLOWBEARD (1983)

YESTERDAY'S TARGET (1996)

YOU BELONG TO ME (2002)

YOU CAN CHOOSE TO BE RICH

YOUNG BUFFALO BILL (1940)

YOUNG GUNS (1988)

YOUNG GUNS II (1990)

YOUR GATEWAY TO CASH FLOW

YOUR GATEWAY TO CASH

YOUR GATEWAY TO THE CASH FLOW INDUSTRY

YOUTH COCKTAIL

YOUTHFUL ESSENCE

YU-GI-OH!

ZAPATERO A TUS ZAPATOS (1987)

ZERO EFFECT (1998)

ZERO TOLERANCE (1994)

ZETA PROJECT, THE

ZUMBA

MPAA CLAIMED WORKS – 2003

¡ALERTA! LA JUSTICIA DE ``ROJO'' (2000)

¡AY MARÍA QUE PUNTERÍA!

¡FELIZ 2004!

¡QUÉ PADRE!

¡SUÉLTALO!

10 SMART TECHNIQUE

12 SMART TECH

12:01 (1993)

17TH ANNUAL SOUL TRAIN MUSIC AWARDS

20 AÑOS DE TV Y NOVELAS

2003 BILLBOARD MUSIC AWARDS, THE

2003 ESSENCE MUSIC FESTIVAL

2003 HISPANIC HERITAGE AWARDS GALA, THE

2003 TEEN CHOICE AWARDS, THE

21ST CENTURY

24

3 NINJAS (1992)

3 NINJAS: MEDIODÍA EN LA MEGA MONTAÑA (1998)

3 SMART TECHNIQUES

3 STRIKES (2000)

3 X 29.95 SLIM IN SIX

30 SECONDS TO FAME

30 YEARS OF GREATEST SPORTS LEGENDS: A PRODUCER'S SCRAPBOOK

3-MAGIC BULLET

3RD ROCK FROM THE SUN

4 MAKEOVER AMERICA

48 HRS. (1982)

5 SMART TECHNIQUES

51, AN

5O ANIVERSARIO DE EL GORDO Y LA FLACA

5TH ANNUAL FAMILY FRIENDLY AWARDS, THE

5TH WHEEL, THE

6 SECOND ABS 3X$29

6 SECOND ABS V4

6 SECOND ABS

6 TORNADO

6 WEEK CHALLENGE/LEGS

60'S GOLD

6TH MAN, THE (1997)

7 PAAWS

70'S REVISED PRICE

7TH HEAVEN

8 HEADS IN A DUFFEL BAG (1997)

87TH PRECINCT: ICE (1996)

87TH PRECINCT: LIGHTNING (1995)

AB AWAY PRO

AB REVOLUTIONIZER

AB SWING 5

AB SWING 8

AB SWING

ABBY

ABERRATION (1997)

ACCESS HOLLYWOOD

ACCIDENTAL SPY, THE (2001)

ACE VENTURA: WHEN NATURE CALLS (1995)

ACROSS THE MOON (1994)

ACROSS THE TRACKS (1991)

ACTION

ADRENALIN (1996)

ADRENALIN: FEAR THE RUSH (1996)

ADVANTAGE ND

ADVANTAGE

ADVENTURE INC.

ADVENTURES OF PINOCCHIO, THE (1996)

ÆNGELA

ÆNGELES INFERNALES (1989)

AFRAID OF THE DARK (1992)

AFRICAN QUEEN, THE (1951)

AGAINST THEIR WILL: WOMEN IN PRISON (1994)

AHI VIENE VERONICA (1999)

AIR AMERICA (1990)

AIR BUD: SEVENTH INNING FETCH (2002)

AIR BUD: WORLD PUP (2000)

AIR CORE

AIR SPEED (1998)

AIRCORE 3

AIRCORE

AIRE CORE

AL FILO DEL PELIGRO (1997)

AL FIN DE SEMANA

ALAN & NAOMI (1992)

ALGUNA VEZ TENDREMOS ALAS

ALICE (1990)

ALICE IN WONDERLAND (1951)

ALICE THROUGH THE LOOKING GLASS (1999)

ALIEN 3 (1992)

ALIENS: EL REGRESO (1986)

ALL ABOUT THE ANDERSONS

ALL AROUND THE TOWN (2002)

ALL DOGS CHRISTMAS CAROL, AN (1998)

ALL DOGS GO TO HEAVEN (1989)

ALL DOGS GO TO HEAVEN 2 (1996)

ALL DOGS GO TO HEAVEN: THE SERIES

ALL IN THE FAMILY

ALL OF US

ALL TIED UP (1993)

ALONE WITH A STRANGER (2000)

ALPHA CALM

ALPHACALM

AM NOTES

AMAR OTRA VEZ

AMAZING PANDA ADVENTURE, THE (1995)

AMAZING PROFITS BY JOHN BECK

AMAZING PROFITS J.B.

AMAZING PROFITS

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AMAZONS AND GLADIATORS (2001)

AMBUSH MAKEOVER

AMD ATHLON

AMDEN

AMERICA NOTE

AMERICA NOTES

AMERICAN AFFAIR, AN (1998)

AMERICAN ATHLETE

AMERICAN DRAGONS (1997)

AMERICAN DREAM

AMERICAN GRAFFITI (1973)

AMERICAN HEART (1992)

AMERICAN HISTORY X (1998)

AMERICAN IDOL CHRISTMAS, AN

AMERICAN IDOL SPECIAL

AMERICAN IDOL: HALFWAY HOME

AMERICAN IDOL: THE BEST OF THE WORST

AMERICAN IDOL: THE FINAL TWO

AMERICAN IDOL

AMERICAN JUNIORS

AMERICAN NINJA 5 (1995)

AMERICAN NOTE 800

AMERICAN SKI CLASSIC

AMERICAN WEREWOLF IN PARIS, AN (1997)

AMERICA'S BEST SMC

AMERICA'S MOST WANTED: AMERICA FIGHTS BACK

AMERICA'S NEXT TOP MODEL

AMERICA'S NOTE WINNING IN THE CASH FLOW

AMERICA'S NOTE

AMERICA'S NOTES 800

AMERICA'S PARTY: LIVE FROM LAS VEGAS

AMERICA'S PARTY

AMERICA'S PASSIONS: A PASSION FOR MOTORCYCLES

AMERICA'S THANKSGIVING PARADE

AMIGOS POR SIEMPRE

AMITYVILLE DOLLHOUSE (1996)

AMOS & ANDREW (1993)

AN.51 CASH FLOW

ANACONDA (1997)

ANASTASIA (1997)

AND GOD CREATED WOMAN (1988)

ANDRE (1994)

ANDROMEDA

ANDY GRIFFITH SHOW, THE

ANDY RICHTER CONTROLS THE UNIVERSE

ANGEL

ANGELS DON'T SLEEP HERE (2000)

ANGELS IN THE OUTFIELD (1994)

ANIMAL ADVENTURES

ANIMAL RESCUE

ANNA KARENINA (1985)

ANNA KARENINA (1997)

ANNA'S DREAM (2002)

ANOTHER 48 HRS. (1990)

ANYTHING FOR LOVE

APOCALYPSE NOW REDUX (2001)

APPOINTMENT FOR A KILLING (1993)

APRIL FOOLS, THE (1969)

AQUI Y AHORA

ARCHIE'S WEIRD MYSTERIES

ARLINGTON ROAD (1999)

ARMA MORTAL II (1989)

ARMED FOR ACTION (1992)

ARRESTED DEVELOPMENT

ASESINO DEL METRO (1991)

ASESINOS (1995)

ASK RITA

ASSASSINS (1995)

ASSAULT AT WEST POINT: THE COURT-MARTIAL OF JOHNSON WHITTAKER (1994)

ASSIGNMENT, THE (1997)

AT HOME WITH THE WEBBERS (1993)

ATKINS 2000

ATKINS C 2000

ATKINS GUEST

ATKINS

ATLANTIS: THE LOST EMPIRE (2001)

AUSTIN POWERS: INTERNATIONAL MAN OF MYSTERY (1997)

AUSTIN POWERS: THE SPY WHO SHAGGED ME (1999)

AUTHOR! AUTHOR! (1982)

AUTOLOCK

AUTOMOTIVEVISION.TV

AVALANCHE (1999)

AVENTURAS EN EL TIEMPO

AWAKENINGS (1990)

AWESOME ADVENTURES

AXIS HELP

AZUL TEQUILA

BABES IN TOYLAND (1997)

BABY BOOM (1987)

BABY LOONEY TUNES

BACK TO THE FUTURE

BAD BOYS (1995)

BADLANDS (1973)

BANZAI

BARCELONA (1994)

BAREFOOT CALCIUM

BAREFOOT REV. HARD OFFER 19

BAREFOOT REV. HARD OFFER

BAREFOOT REV

BAREFOOT REVISED HARD OFFER

BAREFOOT REVISED

BAREFOOT

BARETTA

BASE, THE (1998)

BASIC INSTINCT (1992)

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BATMAN (1966)

BATMAN (1989)

BATMAN RETURNS (1992)

BAYWATCH HAWAIIAN WEDDING (2003)

BEACH BASH 2003

BEAST WITHIN, THE (1982)

BEASTMASTER 2: THROUGH THE PORTAL OF TIME (1991)

BEASTMASTER

BEAT THE CLOCK

BEAUTIFUL GIRLS (1996)

BEAUTIFUL HOMES & GREAT ESTATES

BECKER

BED OF ROSES (1996)

BEDROOM WINDOW, THE (1987)

BEETLEJUICE (1988)

BEFORE SUNRISE (1995)

BEHIND ENEMY LINES (1997)

BEING THERE (1979)

BELLE EPOQUE (1992)

BERENSTAIN BEARS

BERNIE MAC SHOW, THE

BEST DEAN MARTIN VARIETY

BEST DM VARIETY SHOW

BEST DM VARIETY

BEST OF CARSON

BEST OF DEAN MARTIN

BEST OF DM VARIETY

BEST OF JOHNNY CARSON

BEST OF THE BEST 4: WITHOUT WARNING (1998)

BEST OF THE BEST II (1993)

BEST OF THE BEST: WITHOUT WARNING (1998)

BEST OF THE WAYNE BRADY SHOW...SO FAR, THE

BEST OF TOTAL GYM

BEVERLY HILLBILLIES

BEVERLY HILLS COP (1984)

BEVERLY HILLS COP II (1987)

BEVERLY HILLS, 90210: 10-YEAR HIGH SCHOOL REUNION

BEWITCHED

BEYOND THE LAW (1992)

BEYOND WITH JAMES VAN PRAAGH

BIG BULLY (1996)

BIG DADDY (1999)

BIG GREEN, THE (1995)

BIG JAKE (1971)

BIG LIFT, THE (1950)

BIG MOMMA'S HOUSE (2000)

BIG TREES, THE (1952)

BIG TROUBLE IN LITTLE CHINA (1986)

BIOSLIM

BIOTAPE KEVIN

BIRDS OF PREY

BISSELL STEAM MOP

BISSELL

BIZARRE WORLD II

BLACK INDIANS: AN AMERICAN STORY

BLACK RAIN (1989)

BLACK SASH

BLADE (1998)

BLIND DATE

BLIND MAN'S BLUFF (1992)

BLIND TERROR (2001)

BLOOD ON THE BADGE (1992)

BLOODMOON (1997)

BLOODSPORT (1988)

BLUE DESERT (1991)

BLUE STEEL (1990)

BLUE STREAK (1999)

BLUE STUFF

BLUE TIGER (1994)

BLUE VALLEY SONGBIRD (1999)

BLUE VELVET (1986)

BOARDING HOUSE: NORTH SHORE

BOB HOPE

BODY AND SOUL (1981)

BODY BOW

BODY BY JAKE

BODY COUNT (1998)

BODY FLEX PLUS

BODY FLEX TARGET

BODY FLEX

BODY MAKEOVER

BODY SHOTS (1999)

BODYGUARD, THE (1992)

BOGUS (1996)

BONANZA

BOOK OF LOVE (1990)

BORN KILLER (1989)

BOSTON PUBLIC

BOTOPICAL

BOULEVARD (1994)

BOW 1 CHALLENGE

BOW 16 WEEK CHALLENGE

BOW 6 WEEK CHALLENGE

BOW FLEX 6 WEEK CHALLENGE

BOW FLEX

BOWFLEX NEW LEGS

BOWFLEX

BOXEO

BOXING

BOYFRIEND SCHOOL, THE (1990)

BOYZ N THE HOOD (1991)

BRAIN SMASHER... A LOVE STORY (1993)

BRANDED

BRAZOS DE HIERRO (1987)

BREAK UP, THE (1998)

BREAK, THE (1997)

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BREAKER MORANT (1979)

BREAKER! BREAKER! (1977)

BREAKFAST CLUB, THE (1985)

BREAKING AWAY (1979)

BRIDEZILLAS

BRIDGE OF DRAGONS (1999)

BRIDGES OF MADISON COUNTY, THE (1995)

BROKEN ARROW (1996)

BRONCO BILLY (1980)

BRUNO (2000)

BUFFY THE VAMPIRE SLAYER

BUILDING WEALTH SEMINAR

BUILDING WEALTH SYSTEMS

BUILDING WEALTH WORKSHOP

BUILDING WEALTH

BULL DURHAM (1988)

BUN & THIGH MAX

BUN & THIGH ROCKER

BUN & THIGH

BUN AND THIGH MAX

BUN AND THIGH ROLLER 9

BUN AND THIGH ROLLER

BUN AND THIGH

BUNS & THIGH MAX

BUSCH SERIES -- AARON'S 312

BUSCH SERIES -- AUTO CLUB 300

BUSCH SERIES -- KOOLERZ 300

BUSCH SERIES -- O'REILLY 300

BUSINESS WEEK

BUSINESSWEEK MONEYTALKS

BUSINESSWEEK WEEKEND

BUSTER (1988)

BUZZ LIGHTYEAR OF STAR COMMAND

CADILLAC MAN (1990)

CADILLAC RANCH (1997)

CALIENTE

CALIFORNIA DREAMS

CALMAX 2 V. 63

CALMAX 2 VERSION 9

CALMAX 2

CALMAX 2001

CALMAX GOLD

CALMAX TV V.9

CALMAX TV VERSION 13

CALMAX TV VERSION 16

CALMAX TV

CALMAX

CAMILA

CANADIAN BACON (1995)

CANDID CAMERA

CANDYMAN (1992)

CAPTURED (1999)

CARD SHARKS

CARNIVAL OF SOULS (1998)

CARNIVAL STORY (1954)

CARNIVAL

CAROL BURNETT

CAROLINE RHEA SHOW, THE

CARPOOL (1996)

CASH FLOW 2001

CASH FLOW SEMINAR

CASH FLOW TRAINING

CASH FLOW V51

CASH FLOW WORKSHOP

CASH FLOW

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CASOS DE LA VIDA REAL: EDICIÓN ESPECIAL

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CAUGHT RED-HANDED: THE 15 GREATEST COPS TAKEDOWNS!

CAZADOR DE CAZADORES (1998)

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CEDRIC THE ENTERTAINER PRESENTS

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DADJ

DALTON COURSE

DALTON MEDIA

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DANGEROUS CURVES (1988)

DANGEROUS EVIDENCE: THE LORI JACKSON STORY (1999)

DANGEROUS GAME (1993)

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DEUCE BIGALOW: MALE GIGOLO (1999)

DHARMA & GREG

DIABOLIQUE (1996)

DIAGNOSIS MURDER

DIAGNOSIS MURDER: TOWN WITHOUT PITY (2002)

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DIARY OF A PERFECT MURDER (1986)

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DINNER RUSH (2000)

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DON'T BE A MENACE TO SOUTH CENTRAL WHILE DRINKING YOUR JUICE IN THE HO

DON'T DO IT! (1994)

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DOUBLE TAKE (2001)

DOUBLE THREAT (1992)

DOUBLE TROUBLE (1991)

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DR. DOLITTLE 2 (2001)

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DR. PHIL

DRAGON TALES

DREW CAREY SHOW, THE

DUDE, WHERE'S MY CAR? (2000)

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DURASHINE WITH QUICK HOSE

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DYING YOUNG (1991)

EAGLE EYES

EASY MONEY (1983)

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EDIPO ALCALDE (1996)

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EL ALAZÁN Y EL ROSILLO (1964)

EL ANIMA DE SAYULA (1982)

EL CARRO DE LA MUERTE (1984)

EL CONTEO FINAL: DESFILE DE LAS ROSAS

EL CORAZÓN DEL GUERRERO (2000)

EL CUATRERO (1987)

EL GATILLERO DE LA MAFIA (1998)

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EL MACHO (1987)

EL MANANTIAL BROTARÁ POR SIEMPRE

EL MANANTIAL

EL MUNDO DE LAS SPICE GIRLS (1997)

EL PREMIO LO NUESTRO

EL QUE NO CORRE VUELA (1982)

EL REY (1975)

EL SECRETO DEL ABISMO (1989)

EL SEÑOR DE LAS BESTIAS (1982)

EL SEÑOR DE LAS BESTIAS 2: A TRAVES DE LA PUERTA DEL TIEMPO (1991)

EL TONTO QUE HACÍA MILAGROS (1980)

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ELIMIDATE

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EMBRACE OF THE VAMPIRE (1995)

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EMMA (1996)

EMPEROR'S NEW CLOTHES, THE (1987)

EMPEROR'S NEW CLOTHES, THE (2001)

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ENCUENTRO DE VALIENTES (1998)

ENDLESS YOUTH

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ENTERPRISE

ENTERTAINERS, THE

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ENTERTAINMENT STUDIOS.COM

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EPIDEMIA (1995)

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ERASABLE YOU (1998)

ERASER (1996)

ERNEST SAVES CHRISTMAS (1988)

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ESTHER (1999)

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EURO PRO SHARK

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EURO SHARK STEAM BLAST

EURO SHARK

EVE

EVEN COWGIRLS GET THE BLUES (1994)

EVERWOOD

EVERY WOMAN

EVERYBODY LOVES RAYMOND

EVERYBODY'S BABY: THE RESCUE OF JESSICA MCCLURE (1989)

EVERYONE SAYS I LOVE YOU (1996)

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EXTREME ADVENTURES OF SUPER DAVE, THE (2000)

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FABULOUS BAKER BOYS, THE (1989)

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FAIR GAME (1995)

FALL TIME (1995)

FALLING FIRE (1998)

FALLING IN LOVE AGAIN (1980)

FAMILY AFFAIR

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FAMILY, THE (1970)

FAMOUS HOMES AND HIDEAWAYS

FANTASY ISLAND

FAR FROM HOME (1988)

FAR FROM HOME: THE ADVENTURES OF YELLOW DOG (1995)

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FATAL ATTRACTION (1987)

FATAL SKIES (1990)

FATHER CLEMENTS STORY, THE (1987)

FATHER OF THE BRIDE (1991)

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FINAL COUNTDOWN, THE (1980)

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FINAL JAKE'S TRAINER

FINAL JAKES

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FINAL SANCTION, THE (1990)

FIRM 2 3X29

FIRM 2, THE

FIRM 3 PAY

FIRM 3X29

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FISH CALLED WANDA, A (1988)

FISHER KING, THE (1991)

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FIVE HEARTBEATS, THE (1991)

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FLAVORWAVE

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FOLK YEARS

FOOD DEHYDRATOR

FOOD SAVER COMPACT

FOOD SAVER VAC 800

FOOD SAVER

FOODSAVER COMPACT

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FOODSAVER

FOOLISH (1999)

FOR A FEW DOLLARS MORE (1965)

FOR BETTER OR WORSE (1996)

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FOREMAN GRILL

FOREVER WHITE

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FOUL PLAY (1978)

FOUR WEDDINGS AND A FUNERAL (1994)

FOX'S FUNNIEST OUTTAKES

FOXY BROWN (1974)

FRASIER

FREDDY'S DEAD: THE FINAL NIGHTMARE (1991)

FREE RIDE CHALLENGE

FREE WILLY 2: THE ADVENTURE HOME (1995)

FRENCH SILK (1994)

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FRESA Y CHOCOLATE (1994)

FRESH PRINCE OF BEL-AIR, THE

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FRIDAY (1995)

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FROM RUSSIA WITH LOVE (1963)

FROZEN IMPACT (2003)

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FULL HOUSE

FUNKY COPS

FUNNIEST HOLIDAY MOMENTS

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FUTURAMA

FUTURE ZONE (1990)

FUTURESPORT (1998)

FW $99

FW 99 V2

FX2 (1991)

GARDENS OF STONE (1987)

GARFIELD AND FRIENDS

GARGANTUA (1998)

GATA SALVAJE

GATHERING OF OLD MEN, A (1987)

GATTACA (1997)

GAZELLE ELITE FREE S&H

GAZELLE ELITE

GAZELLE EVOLUTION

GAZELLE FREESTYLE ELITE

GAZELLE FREESTYLE

GAZELLE FREESTYLER ELITE

GAZELLE FREESTYLER

GAZELLE SECRET

GAZELLE

GEORGE MICHAEL SPORTS MACHINE

GET THE EDGE V3

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GETTING EVEN WITH DAD (1994)

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GILBERTO GLESS: EL MEJOR IMITADOR DEL MUNDO

GILMORE GIRLS

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GLADIADORES DEL INFIERNO

GLADIATOR (1992)

GLOBAL BUSINESS PEOPLE

GO FOR IT!

GODZILLA (1998)

GOING UNDERGROUND (1993)

GOLD RUSH, THE (1925)

GOLDEN GLOBE AWARDS

GOLDFINGER (1964)

GOMER PYLE, USMC

GOOD COP, BAD COP (1998)

GOOD DAY LIVE EMMY SPECIAL

GOOD DAY LIVE

GOOD FISHING & OUTDOOR SECRETS

GOOD MORNING AMERICA SPECIAL EDITION

GOOD TIMES

GOOD, THE BAD AND THE UGLY, THE (1967)

GOODBYE AMERICA (1997)

GOODBYE, COLUMBUS (1969)

GOODBYE, NEW YORK (1985)

GOODFELLAS (1990)

GORDY (1995)

GORILLAS IN THE MIST (1988)

GRACE UNDER FIRE

GRADES $19.95 TRIAL

GRADES $19.95 TRIALS WEST

GRADES $19.95

GRADES TRIAL WEST

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GRADES

GRAN MUSICAL

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GRANDMA GOT RUN OVER BY A REINDEER

GREAT SANTINI, THE (1979)

GREATEST CHRISTMAS MOMENTS OF ALL TIME!, THE

GREATEST SPORTS LEGENDS

GREEN ACRES

GREENSTONE

GREETINGS FROM TUCSON

GRIND (1996)

GRIZZLIES HOLIDAY SPECIAL

GROSS MISCONDUCT (1993)

GROUNDED FOR LIFE

GROUNDHOG DAY (1993)

GRUMPIER OLD MEN (1995)

GUERRERO NEGRO (1993)

GUN SHY (2000)

GUNG HO (1986)

GUNS OF WILL SONNETT

GUNSHY (1998)

GUTHY RENKER PRESENTS

GUTHY-RENKER.COM

HÁBITOS SANOS... VIDA SANA

HÁBLAME DE AMOR

HACKERS (1995)

HAIR CLUB -- MAN OF THE YEAR

HAIR CLUB FOR MEN

HAIR CLUB FOR WOMEN

HAIR CLUB TOM INFOMERCIAL

HAIR CLUB TOM

HAIR CLUB

HAIR LOSS ANSWERS

HAIR LOSS FOR MEN

HAIR LOSS

HAIR

HAIRCLUB FOR MEN

HALF & HALF

HALF AND HALF

HAMMER (1972)

HAMMERS OVER THE ANVIL (1993)

HAND THAT ROCKS THE CRADLE, THE (1991)

HANDGUN (1994)

HAPPY DAYS

HAPPY HOLIDAYS AMERICA!

HARD PROMISES (1991)

HARDWARE (1990)

HARLEY DAVIDSON AND THE MARLBORO MAN (1991)

HARRISON BERGERON (1995)

HARRY AND SON (1984)

HARVARD MAN (2001)

HASTA EN LAS MEJORES FAMILIAS

HASTA MORIR (1994)

HAWK'S VENGEANCE (1996)

HEALTHY LIVING: MYSTERIES OF THE MIND

HEARTBREAKER (1983)

HEARTLAND MUSIC

HEAT (1995)

HEAVYWEIGHTS (1995)

HEIST, THE (1996)

HELLBOUND (1993)

HELLO MARY LOU: PROM NIGHT II (1987)

HERCULES (1997)

HERO (1992)

HERO AIN'T NOTHIN' BUT A SANDWICH, A (1977)

HEXED (1993)

HIGH ANXIETY (1977)

HIGH SCHOOL REUNION

HIJO DE LAMBERTO QUINTERO (1990)

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HIS GIRL FRIDAY (1940)

HISPANIC HERITAGE AWARDS, THE

HISPANICS TODAY

HIT AND RUN (1997)

HIT AND RUN (1999)

HIT LIST, THE (1992)

HIT ME (1996)

HOGAN'S HEROES

HOLIDAY FESTIVAL ON ICE

HOLIDAY FOODSAVER 99

HOLIDAY FOODSAVER

HOLLYWOOD CELEBRITY DIET

HOLLYWOOD DIET

HOLLYWOOD SQUARES

HOME AGAIN

HOME ALONE (1990)

HOME ALONE 3 (1997)

HOME IMPROVEMENT

HOMETIME

HOMEWARD BOUND II: LOST IN SAN FRANCISCO (1996)

HONEY I SHRUNK THE KIDS (1989)

HONEY, I BLEW UP THE KID (1992)

HONEY, WE SHRUNK OURSELVES (1997)

HONEYMOON IN VEGAS (1992)

HONEYMOONERS

HONKYTONK MAN (1982)

HOOK (1991)

HOPE FLOATS (1998)

HOPE

HOT TICKET

HOTEL SORRENTO (1995)

HOTSHOT (1987)

HOUSE IN THE HILLS, A (1993)

HOUSE ON HAUNTED HILL (1999)

HOUSE PARTY (1990)

HOUSEGUEST (1995)

HUGHLEYS, THE

HUGO POOL (1997)

HUNT FOR RED OCTOBER, THE (1990)

HUNTER

HURRICANE, THE (1999)

I KNOW WHAT YOU DID LAST SUMMER (1997)

I LOVE LUCY

I LOVE N.Y. (1987)

I LOVE YOU... DON'T TOUCH ME! (1997)

IB QUADRA

ICEBREAKER (2000)

ICON

IF YOU BELIEVE (1999)

I'LL BE HOME FOR CHRISTMAS (1998)

IN CROWD, THE (1988)

IN CROWD, THE (2000)

IN HER DEFENSE (1998)

IN THE HEAT OF THE NIGHT

IN THE HOUSE

INDEPENDENCE DAY (1996)

INFINITY (1996)

INFORMANT, THE (1997)

INFORME ESPECIAL: LA CAPTURA DE SADDAM HUSSEIN

INFORME ESPECIAL

INNOCENT SLEEP, THE (1995)

INSIDE EDITION WEEKEND

INSIDE EDITION

INSIDE MAN, THE (1984)

INVASION FORCE (1990)

INVISIBLE CHILD (1999)

IONIC BREEZE QUADRA 2000

IONIC BREEZE QUADRA V5

IONIC BREEZE QUADRA V6

IONIC BREEZE

IRON EAGLE (1986)

IRON EAGLE II (1988)

IRON FREE

IRON MAZE (1991)

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ISPANICS TODAY

IT TAKES TWO (1995)

IT'S SHOWTIME AT THE APOLLO

JACK (1996)

JACK BENNY

JACK HANNA'S ANIMAL ADVENTURES: AFRICA'S HEAVYWEIGHTS

JACK HANNA'S ANIMAL ADVENTURES: AN OCEAN RUNS THROUGH IT

JACK HANNA'S ANIMAL ADVENTURES: THE FEROCIOUS BIG CATS

JACK THE BEAR (1991)

JACKIE CHAN ADVENTURES

JACKIE CHAN

JACKIE CHAN'S POLICE STORY 2 (1988)

JACKNIFE (1989)

JAKE 2.0

JAKE REVISED BUN AND THIGH ROCKER

JAKES FINAL TRAINER

JAKE'S TRAINER

JAMES AND THE GIANT PEACH (1996)

JAMIE FOXX

JAMIE KENNEDY EXPERIMENT, THE

JASON'S LYRIC (1994)

JD FRESH START GUEST

JD FRESH START

JEFF PAUL SYSTEM

JEFF PAUL

JEFFERSONS

JENNY JONES

JEOPARDY!

JEREMIAH (1998)

JEREMIAH JOHNSON (1972)

JERICHO MILE, THE (1979)

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JERRY SPRINGER

JERSEY GIRL (1992)

JESUS, EL NINO DIOS (1970)

JFK (1991)

JIM ROSEN CLASSIFIED

JIM ROSEN

JIM ROSEN'S CLASSIFIEDS

JINGLE ALL THE WAY (1996)

JOE MILLIONAIRE: THE AFTERMATH

JOE MILLIONAIRE

JOEL SIEGEL'S HOLIDAY FILM PREVIEW

JOEL SIEGEL'S ROAD TO THE ACADEMY AWARDS

JOHN DOE

JOHN WALSH SHOW, THE

JOHNNY SKIDMARKS (1998)

JUAN COLORADO (1946)

JUAN GABRIEL: LA ENTREVISTA

JUAN GABRIEL: LA TRAYECTORIA

JUDGE DREDD (1995)

JUDGE HATCHETT

JUDGE JOE BROWN

JUDGE JUDY

JUDGE MATHIS

JUICELADY

JUICEMAN 3 ELITE

JUICEMAN 9

JUICEMAN II

JUICEMAN JUICER

JUICEMAN SHOW 9

JUICEMAN SHOW

JUICEMAN

JULIAN PO (1997)

JUST CAUSE (1995)

JUST SHOOT ME

KASBAH (2000)

KAZAAM (1996)

KEEN EDDIE

KEVIN BIOTAPE

KEVIN REMEDY

KEVIN'S REMEDY

KICKBOXER (1989)

KICKIN' IT

KID COP (1996)

KID IN KING ARTHUR'S COURT, A (1995)

KID WHO LOVED CHRISTMAS, THE (1990)

KIDS SAY THE DARNDEST THINGS

KILL ME AGAIN (1989)

KILLER KLOWNS FROM OUTER SPACE (1988)

KING (1978)

KING OF QUEENS, THE

KING OF THE HILL

KING OF THE ZOMBIES (1941)

KINGDOM COME (2001)

KINGPIN

KINJITE: FORBIDDEN SUBJECTS (1989)

KIRBY: RIGHT BACK AT YA!

KISS, THE (1988)

KISSING PLACE, THE (1990)

KLEPTOMANIA (1995)

KNIGHTS (1993)

KOJAK

KUNG FU: THE MOVIE (1986)

KURT BROWNING'S GOTTA SKATE

LA CASA DE LA RISA

LA CELESTINA (1997)

LA CUEVA DE LOS ALACRANES (1998)

LA FAMILIA P. LUCHE

LA FURIA DE UN GALLERO (1993)

LA GÜEREJA Y ALGO MÁS

LA HORA PICO

LA JAULA DE ORO

LA JAULA

LA LEY DE LAS MUJERES (1995)

LA MUERTE DE PANCHO VILLA (1974)

LA PARODIA

LA PESERA DEL AMOR

LA PIEL DE LA MUERTE (1992)

LA QUEBRADITA (1997)

LA RISA EN VACACIONES 10 (1999)

LA RISA EN VACACIONES 6 (1994)

LA RISA EN VACACIONES 7 (1997)

LA RISA EN VACACIONES 9 (1999)

LA SANGRE DE UN VALIENTE (1992)

LA SEMANA...EN LA GUERRA

LA TUMBA DEL ATLÁNTICO (1992)

LA TUMBA DEL MOJADO (1985)

LA VIDA CONYUGAL (1993)

LA VIDA DE NUESTRO SENOR JESUCRISTO (1986)

LA YEGUA COLORADA (1987)

LAMBADA (1990)

LAMBERTO QUINTERO (1988)

LAND RIDER

LANDLADY, THE (1998)

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NATIONAL GEOGRAPHIC CHANNEL: BUG ATTACK

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PERRY MASON RETURNS (1985)

PERRY MASON: THE CASE OF THE ALL-STAR ASSASSIN (1989)

PERRY MASON: THE CASE OF THE AVENGING ACE (1988)

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PERRY MASON: THE CASE OF THE FATAL FASHION (1991)

PERRY MASON: THE CASE OF THE FATAL FRAMING (1992)

PERRY MASON: THE CASE OF THE GLASS COFFIN (1991)

PERRY MASON: THE CASE OF THE HEARTBROKEN BRIDE (1992)

PERRY MASON: THE CASE OF THE KILLER KISS (1993)

PERRY MASON: THE CASE OF THE LADY IN THE LAKE (1988)

PERRY MASON: THE CASE OF THE LETHAL LESSON (1989)

PERRY MASON: THE CASE OF THE LOST LOVE (1987)

PERRY MASON: THE CASE OF THE MALIGNED MOBSTER (1991)

PERRY MASON: THE CASE OF THE MURDERED MADAM (1987)

PERRY MASON: THE CASE OF THE MUSICAL MURDER (1989)

PERRY MASON: THE CASE OF THE NOTORIOUS NUN (1986)

PERRY MASON: THE CASE OF THE POISONED PEN (1990)

PERRY MASON: THE CASE OF THE RECKLESS ROMEO (1992)

PERRY MASON: THE CASE OF THE RUTHLESS REPORTER (1991)

PERRY MASON: THE CASE OF THE SCANDALOUS SCOUNDREL (1987)

PERRY MASON: THE CASE OF THE SHOOTING STAR (1986)

PERRY MASON: THE CASE OF THE SILENCED SINGER (1990)

PERRY MASON: THE CASE OF THE SINISTER SPIRIT (1987)

PERRY MASON: THE CASE OF THE SKIN-DEEP SCANDAL (1993)

PERRY MASON: THE CASE OF THE TELL-TALE TALK SHOW HOST (1993)

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POLICE STORY (1985)

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PORKY'S II: THE NEXT DAY (1983)

PORKY'S REVENGE (1985)

PORTRAITS OF A KILLER (1996)

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PRACTICE, THE

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PRESIDIO, THE (1988)

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PRIME CUT (1972)

PRIMER FESTIVAL DE MARIACHI DESDE DISNEY

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PUMPKINHEAD II: BLOOD WINGS (1994)

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QUEST FOR THE MIGHTY SWORD (1990)

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QUEST I: WORLD SUPERPIPE CHAMPIONSHIPS, THE

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RANGER 3: LEY MORTAL (1995)

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RANGER: MUERTE EN TEXAS (1993)

RAPID FIRE (1989)

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RAVEN HAWK (1996)

RAW DEAL (1986)

READY TO RUMBLE (2000)

REAL LIFE 101

REAL MEN (1987)

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REBECCA'S GARDEN

RECESS: SCHOOL'S OUT (2001)

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RED CORNER (1997)

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RESURRECTION (1999)

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RETÉN DE LA MUERTE (1993)

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RIO LOBO (1970)

RIPLEY'S AUNQUE USTED NO LO CREA

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ROBIN HOOD: MEN IN TIGHTS (1993)

ROBIN HOOD: PRINCE OF THIEVES (1991)

ROBINSON CRUSOE (1996)

ROCK ME BABY

ROCKFORD FILES

ROCKY (1976)

ROCKY II (1979)

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ROLLING STONES

ROMANCING THE STONE (1984)

ROMÁNTICA OBSESIÓN

RON HAZELTON'S HOUSE CALLS

RONCO CHRISTMAS

RONCO INVENTIONS

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RONCO SHOW 2003

RONCO SHOW CHRISTMAS

RONCO SHOW

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ROOMMATES (1995)

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ROSWELL (1994)

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ROUTE 9 (1998)

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RUBY JEAN AND JOE (1996)

RUDYARD KIPLING'S THE JUNGLE BOOK (1994)

RUN OF THE HOUSE

RUSSKIES (1987)

SABADO GIGANTE

SABOTAGE (1936)

SABRINA (1954)

SABRINA, THE ANIMATED SERIES

SABRINA, THE TEENAGE WITCH

SABRINA'S SECRET LIFE

SACRED HEARTS (1985)

SALAD EXPRESS GRILL

SALTO AL VACÍO (1994)

SALTON GRILL WITH BONUS ROASTER

SALTON MAXIM

SALTON MEDIA

SANFORD AND SON

SANTA CLAUSE, THE (1994)

SANTA FE (1997)

SAVE THE LAST DANCE (2001)

SCARRED CITY (1998)

SCHEMES (1995)

SCI-FIGHTERS (1996)

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SCREAM 2 (1997)
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SECUESTRO (1994)
SECUESTRO SALVAJE (1992)
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SEPARATE LIVES (1995)
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SEXOS EN GUERRA
SEXTO HOMBRE (1997)
SHAMAN KING
SHARE CAM
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SHARK CORDLESS
SHARK IN A BOTTLE (1998)
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SHARK PRO STEAM
SHARK PRO
SHARK PROSTREAM CLEANER
SHARK STEAM
SHARK STICK 2
SHARK STICK 3X19.99
SHARK STICK VAC
SHARK STICK VACUUM
SHARK SWEEP 4X19
SHARK SWEEP
SHARK SWEEPER 4X19
SHARK SWEEPER
SHARK WET DRY
SHARON OSBOURNE SHOW, THE
SHATTERED (1991)
SHE SPIES
SHE-DEVIL (1989)
SHEER COVER 2
SHEER COVER 4
SHEER COVER
SHERLOCK HOLMES IN THE 22ND CENTURY
SHE'S THE ONE (1996)
SHIPMATES
SHOP AMERICA 39.95
SHOP THE WORLD
SHORT TIME (1990)
SHOW 2003 CCT
SHOW 2003
SHOW 2003W
SHOW 3 CCT
SHOW 3 WES
SHOW 3 WEST
SHOW 3
SHOW CCT
SHOW CHRISTMAS
SHOW DE LA COMEDIA
SHOWDOWN IN LITTLE TOKYO (1991)
SHOWTIME 2003
SHOWTIME 3
SHOWTIME AT THE APOLLO (SPLIT)
SHOWTIME AT THE APOLLO
SHOWTIME CHRISTMAS 2003
SHOWTIME CHRISTMAS
SHOWTIME GRILL XMAS
SHOWTIME IN HARLEM
SHOWTIME ROTISSERIE
SHOWTIME
SIBLING RIVALRY (1990)
SICILIAN, THE (1987)
SIDEKICKS (1993)
SILENCE OF ADULTERY, THE (1995)
SILENCERS, THE (1996)
SILENT HUNTER (1994)
SILICON TOWERS (1999)
SILVER EDITION
SIMPLE LIFE, THE
SIMPSONS, THE
SIN LÍMITE (1994)
SINALOA, TIERRA DE HOMBRES (1994)
SINCE YOU'VE BEEN GONE (1998)
SINGER AND SONGWRITER
SINGERS AND SONGWRITERS
SINGERS FOLK YEARS
SINGLES (1992)
SISTER ACT (1992)
SIX SECOND ABS
SIX WEEK BODY MAKEOVER
SIX WEEK CHALLENGE
SIX WEEK LEGS
SIXTEEN CANDLES (1984)
SIXTIES GOLD
SIXTIES
SKATE AMERICA
SKEETER (1994)
SKELETONS (1997)
SKETCHES (1992)
SKI SCHOOL (1990)
SKI SCHOOL 2 (1994)
SKI TV
SKIING
SKIN DEEP (1989)
SKIN RESTORE
SKIN
SLEEPING BEAUTY (1987)

MPAA CLAIMED WORKS – 2003

SLEEPING WITH THE ENEMY (1991)

SLIM 6

SLIM IN 6

SLIM IN SIX EXPRESS

SLIM IN SIX

SLIM IN6 EXPRESS

SLIM

SLYMARK

SMALLVILLE

SMC KEVINS REMEDY

SMC START FAST & EASY

SMC STARTS RIGHT AWAY

SMC USA SHOW

SMC USA

SMC

SNOW KILL (1990)

SNOW WHITE (1987)

SNOWBOUND: THE JIM AND JENNIFER STOLPA STORY (1994)

SNOWS OF KILIMANJARO, THE (1952)

SO YOU WANT TO BE...

SOAP WORKS

SOBREVIVIRÉ (1999)

SOFT KILL, THE (1994)

SOLDIER BOYZ (1995)

SOLDIER'S TALE, A (1989)

SOMEBODY IS WAITING (1996)

SOMETHING BIG (1971)

SOMEWHERE TOMORROW (1983)

SONIC UNDERGROUND

SONIC X

SONIDOS

SONIDOS: VOLUME 1: AWARD WINNERS SPECIAL

SONIDOS: VOLUME 2: HOLIDAY MUSIC GUIDE

SOR TEQUILA (1977)

SORRY, WRONG NUMBER (1989)

SOUL FOOD (1997)

SOUL TRAIN CHRISTMAS STARFEST

SOUL TRAIN LADY OF SOUL AWARDS

SOUL TRAIN MUSIC AWARDS

SOUL TRAIN

SOUNDER (2003)

SOUNDS OF THE '60S

SOUNDS OF THE '70S

SOUNDS OF THE '80S

SOUTHERN COMFORT (1981)

SOUTHERN CROSS (1999)

SPACE MUTINY (1988)

SPACE RAGE (1986)

SPAWN (1997)

SPECIALS, THE (2000)

SPECIALTY MERCHANDISE

SPECIES (1995)

SPECIMEN (1996)

SPIN CITY (NON-NETWORK)

SPM NEIGHBORHOOD SMC

SPORTSMAN'S DREAM KNIVES

SPRING BREAK (1983)

SPY (1989)

SPY HARD (1996)

SPY WHO LOVED ME, THE (1977)

SQUEEZE, THE (1987)

ST 100 CCT

ST 100 WEST

ST 100

ST. JUDE CHILDREN'S RESEARCH TELETHON

ST. JUDE: A STORY OF HOPE

ST. JUDE'S CHILDREN'S HOSPITAL

ST. JUDE'S: TIME TO LIVE

ST. PATRICK'S DAY PARADE

ST100 WES

ST100

STAG (1997)

STAR TREK: DEEP SPACE NINE

STAR TREK: ENTERPRISE

STAR TREK: VOYAGER

STAR WARS (1977)

STARCROSSED (1985)

STARGATE INFINITY

STARGATE SG-1

STARHUNTER

STARSKY AND HUTCH

START FAST & EASY

START TODAY WITH SMC

STARTING OVER: SPECIAL PREVIEW

STARTING OVER

STATE OF GRACE (1990)

STATE POLICE

STATIC SHOCK

STEALING HOME (1988)

STEAM BLASTER

STEPHEN KING'S SLEEPWALKERS (1992)

STEVE HARVEY SHOW, THE

STEVE HARVEY'S BIG TIME

STICK SHARK

STIR (1997)

STONE COLD TRUTH, THE

STORM CHASERS: REVENGE OF THE TWISTER (1998)

STORY LADY, THE (1991)

STRAIGHT TALK (1992)

STREET FIGHTER'S LAST REVENGE, THE (1977)

STREET HEAT

STREET SMARTS

STRICTLY BUSINESS (1991)

STUPID BEHAVIOR CAUGHT ON TAPE

SUBLET (1999)

SUCCESS IS THE BEST REVENGE (1984)

MPAA CLAIMED WORKS – 2003

SUDDEN LIFT

SUDDENLY SUSAN

SUE THOMAS: F.B.EYE

SUMMER FILM PREVIEW

SUNCHASER, THE (1996)

SUNSET PARK (1996)

SUPERCOP 2 (1993)

SURREAL LIFE, THE

SURVIVING PICASSO (1996)

SVN1 TIME LIFE ULTIMATE 70S

SWEEPERS (1999)

SWEET LORRAINE (1987)

SYLMARK

TABLE FOR ONE (1999)

TABLE FOR ONE, A (1999)

TACOS AL CARBÓN (1971)

TAE BO $39.95

TAE-BO

TAKEN (1998)

TALL TALE (1995)

TANGO & CASH (1989)

TARZAN (1999)

TARZAN (CARTOON)

TARZAN

TAXI

TAXMAN, THE (1999)

TEACH ME TO TRADE STOCK MARKET INVESTING

TEACH ME TO TRADE

TEEN TITANS

TEEN WOLF (1985)

TEENAGE MUTANT NINJA TURTLES

TELLING LIES IN AMERICA (1997)

TEMPTATION ISLAND

TEMPUR PEDIC WITH LOUNGE

TEMPUR PEDIC WITH PILLOW

TEMPUR PEDIC

TEMPUR VIDEO BROCHURE

TEMPUR

TEMPURPEDIC

TENDER, THE (1994)

TEQUILA SUNRISE (1988)

TERMINAL ERROR (2001)

TERMINAL JUSTICE (1995)

TERMINAL RUSH (1995)

TERMINATOR 2: JUDGMENT DAY (1991)

TESORO MALDITO (1992)

TEXAS JUSTICE

THALÍA: LA TRAYECTORIA

THANE INTERNATIONAL GOURMET FOOD STYLER

THAT '70S SHOW SPECIAL

THAT '70S SHOW

THERE'S AN A IN JULY

THERE'S AN A

THERE'S SOMETHING ABOUT MARY (1998)

THIN LINE BETWEEN LOVE AND HATE, A (1996)

THIS OLD HOUSE

THIS WEEK IN BASEBALL

THREE STOOGES, THE

THREE'S COMPANY

THUNDERBOX

THUNDERHEART (1992)

THUNDERSTICK CHRISTMAS

THUNDERSTICK PRO

THUNDERSTICK VER. 7

THUNDERSTICK

TIGER WARSAW (1988)

TIGGER MOVIE, THE (2000)

TILIA

TIME LIFE 60'S

TIME LIFE 80'S

TIME LIFE FOLK MUSIC

TIME LIFE MUPPETS

TIME LIFE MUSIC

TIME LIFE ROCK 'N ROLL

TIME LIFE SOUNDS OF THE '70S

TIME LIFE

TIME TO LIVE

TIME TO SAY GOODBYE? (1997)

TODAY'S HOMEOWNER

TODO POR AMOR

TODO SOBRE CAMILA

TOM AND HUCK (1995)

TOM INFOMERCIAL

TOMBSTONE (1993)

TONIGHT SHOW

TONY CHOPPER

TONY LITTLE PURE

TONY LITTLE

TONY'S CHOPPER 2CC

TONY'S CHOPPER V1

TONY'S CHOPPER V2

TONY'S CHOPPER

TOO CLOSE FOR COMFORT

TOO MUCH (1987)

TOP DOG (1995)

TOP OF THE WORLD (1998)

TORNADO

TORRENTE: MISIÓN EN MARBELLA (2001)

TOTAL BODY TRAINER

TOTAL GYM 6 WEST

TOTAL GYM 6

TOTAL GYM 8

TOTAL GYM RFT FREE S&H

TOTAL GYM

TOTAL RECALL (1990)

TOTAL TROLLEY ST1

TOTAL TROLLEY V2

MPAA CLAIMED WORKS – 2003

TOTAL TROLLEY

TOUCH OF MURDER, A (1990)

TRACKS OF GLORY (1992)

TRADE OFF (1995)

TRAGEDIA EN WACO, TEXAS (1993)

TRAS LA VERDAD

TREES LOUNGE (1996)

TRES NINJAS CONTRA-ATACAN (1994)

TRIAL & ERROR (1993)

TRIAL AND ERROR (1997)

TRIAL BY MEDIA (2000)

TRIAL OF OLD DRUM, THE (2000)

TRIATHLON

TRIATHLON: XTERRA USA CHAMPIONSHIPS

TRIPFALL (2000)

TRIUMPH OF THE SPIRIT (1989)

TROJAN EDDIE (1996)

TROLL (1986)

TRU CALLING

TRUCKS (1997)

TRUDEAU FREE OFFER

TRUE BLOOD (1989)

TRUE CONFESSIONS (1981)

TRUE CRIME (1995)

TRUE HEART (1997)

TRUE LIES (1994)

TRUE SLEEPER V3

TRUE SLEEPER

TRUE SLUMBER

TRUTH ABOUT CATS & DOGS, THE (1996)

TU DESAYUNO ALEGRE

TU HISTORIA DE AMOR

TU MUSICA

TÚ Y YO

TURN IT UP (2000)

TV'S FUNNIEST GAME SHOW MOMENTS 2

TWILIGHT ZONE, THE

TWIST OF FATE (1998)

TWO HANDS (1999)

TWO MUCH (1996)

TWO SMALL VOICES (1997)

TWOGETHER (1994)

U.S. FARM REPORT

U.S. OLYMPIC GOLD

U.S. SEALS II (2001)

ULTIMATE 70S

ULTIMATE 70'S

ULTIMATE BETRAYAL (1994)

ULTIMATE CHOICE

ULTIMATE CHOPPER

ULTIMATE MUSCLE: THE KINNIKUMAN LEGACY

ULTIMATE SEVENTIES

ULTIMATE

ULTRAMAN TIGA

ULTRAVECTION OVEN

UN HOMBRE LLAMADO EL DIABLO (1983)

UN MUNDO RARO (2001)

UNDER FIRE (1983)

UNDER PRESSURE (1997)

UNDER PRESSURE (1999)

UNDER SIEGE (1992)

UNDERTOW (1996)

UNEXPLAINED MYSTERIES

UNFAITHFULLY YOURS (1984)

UNFORGETTABLE (1996)

UNFORGIVEN (1992)

UNIVERSAL SOLDIER: THE RETURN (1999)

UNPLUGGED

UNSTRUNG HEROES (1995)

UP CLOSE & PERSONAL (1996)

UPN'S FUNKY FLUBS

URBAN LATINO TV

URBAN STYLE

USA SHOW

USED PEOPLE (1992)

USUAL SUSPECTS, THE (1995)

VAC 500

VACACIONES EN EUROPA (1985)

VALENTINE (2001)

VANISHING POINT (1997)

VARSITY BLUES (1999)

VELO DE NOVIA

VENTURE MEDIA

VER PARA CREER

VERDUGO DE TRAIDORES

VERY BRADY CHRISTMAS, A (1988)

VERY WOMPKEE CHRISTMAS

VICENTE FERNANDEZ: EL CHARRO DEL PUEBLO

VICTOR/VICTORIA (1982)

VIEJO ZORRO (2000)

VIRTUAL SEDUCTION (1995)

VIRUS (1995)

VISIONS (1996)

VISIONS OF TERROR (1994)

VITA POWER

VITAL B 100

VITAL BASICS

VITAL FACTOR

VITAL FACTORS

VITAPOWER

VIVA EL JUEGO DE LA VIDA

VIVO POR ELENA

VOGUE 2003 TREND WATCH

VOLCANO (1997)

VOLKANO

WAGONS EAST! (1994)

WALKER, TEXAS RANGER

WALKMILL

MPAA CLAIMED WORKS – 2003

WALL STREET JOURNAL REPORT WITH MARIA BARTIROMO

WALL STREET JOURNAL REPORT

WALTER Y LAS ESTRELLAS SALVAJES

WANDA AT LARGE

WANTED (1999)

WAR BETWEEN MEN AND WOMEN, THE (1972)

WARGAMES (1983)

WARLOCK III: THE END OF INNOCENCE (1999)

WATER DAMAGE (1999)

WAYNE BRADY SHOW, THE

WB'S OUTRAGEOUS OUTTAKES, THE

WE HAVE A DREAM

WE THE JURY

WEAKEST LINK

WEDDING SINGER, THE (1998)

WEEKEND AT BERNIE'S (1989)

WEEKEND AT BERNIE'S II (1993)

WEEKEND VIBE

WEST WING, THE

WESTINGHOUSE UNPLUGGED

WHAT I LIKE ABOUT YOU

WHAT'S NEW SCOOBY-DOO?

WHAT'S UP, DOC? (1972)

WHEEL OF FORTUNE

WHEELS OF TERROR (1990)

WHEN ANIMALS ATTACK IV

WHEN HUSBANDS CHEAT (1998)

WHEN INNOCENCE IS LOST (1997)

WHEN THE PARTY'S OVER (1992)

WHERE SLEEPING DOGS LIE (1992)

WHERE THE TRUTH LIES (1999)

WHERE THERE'S A WILL THERE'S AN A

WHERE TRUTH LIES (1996)

WHILE YOU WERE SLEEPING (1995)

WHIPLASH TV

WHIPPED (2000)

WHITE CHRISTMAS (1954)

WHITE FURY (1990)

WHITE HUNTER, BLACK HEART (1990)

WHITE SQUALL (1996)

WHO WANTS TO BE A MILLIONAIRE

WHO'S THE BOSS?

WILD ABOUT ANIMALS

WILD AMERICA

WILD HEARTS CAN'T BE BROKEN (1991)

WILD MOMENTS

WILD, WILD WEST, THE

WILL & GRACE

WIND (1992)

WINDSOR PILATES

WINDSOR PROTOCOL, THE (1996)

WINNER, THE (1996)

WINNING CASH FLOW

WINNING IN CASH FLOW

WINNING IN THE CASH FLOW BIZ

WINNING IN THE CASH FLOW BUSINESS

WINNING IN THE CASH FLOW

WINSOR PILATES II V 1A

WINSOR PILATES V2

WINSOR PILATES

WINSTON CUP SERIES -- AARON'S 499

WINSTON CUP SERIES -- ATLANTA 500

WINSTON CUP SERIES -- AUTO CLUB 500

WINSTON CUP SERIES -- BUDWEISER SHOOTOUT

WINSTON CUP SERIES -- CAROLINA DODGE DEALERS 400

WINSTON CUP SERIES -- COCA-COLA 600

WINSTON CUP SERIES -- DAYTONA 500

WINSTON CUP SERIES -- DODGE/SAVE MART 350

WINSTON CUP SERIES -- FOOD CITY 500

WINSTON CUP SERIES -- POCONO 500

WINSTON CUP SERIES -- SAMSUNG/RADIO SHACK 500

WINSTON CUP SERIES -- SIRIUS SATELLITE RADIO 400

WINSTON CUP SERIES -- SUBWAY 400

WINSTON CUP SERIES -- UAW-DAIMLER CHRYSLER 400

WINSTON CUP SERIES -- VIRGINIA 500

WINTER GUEST, THE (1997)

WINTER SPORTSCAST

WITH FRIENDS LIKE THESE... (1998)

WITH SIX YOU GET EGGROLL (1968)

WITH STYLE

WITNESS (1985)

WIZARD OF OZ, THE (1939)

WMAC MASTERS

WOO (1998)

WORLD IDOL

WORLD'S WILDEST POLICE CHASES

WORLD'S WILDEST POLICE VIDEOS

WORTH WINNING (1989)

WRAITH, THE (1986)

WRONG MAN, THE (1993)

WWE AFTER BURN

WWE BOTTOM LINE

WWE SMACKDOWN!

X-FILES, THE

XIAOLIN SHOWDOWN

X-MEN (2000)

X-MEN: EVOLUTION

XTERRA U.S. SKI CHAMPIONSHIPS

Y SIGUE LA FURIA DANDO 2003

YEAR IN SPORTS, THE

YEAR OF THE DRAGON (1985)

YELLOW SKY (1948)

YESTERDAY'S TARGET (1996)

YOUNG GUNS (1988)

YOUNG GUNS II (1990)

MPAA CLAIMED WORKS – 2003

YOUNG SHERLOCK HOLMES (1985)

YOUTH COCKTAIL V.11

YOUTH COCKTAIL V.15

YOUTH COCKTAIL

YOUTH

YOUTHFUL ESSENCE V5

YOUTHFUL ESSENCE

YOUTHFUL HOLIDAY

YOUTHFUL V12 HOLIDAY

YU-GI-OH!

ZAPPED! (1982)

ZEN BALM SPORTS CREAM

ZUMBA

KESSLER

APPENDIX D

NIELSEN DIARY STUDY SAMPLE STATIONS, 2000				
CALL SIGN	CH	CITY	STATE	TYPE
KABC	07	LOS ANGELES	CA	N
KARK	04	LITTLE ROCK	AR	N
KATV	07	LITTLE ROCK	AR	N
KBWB	20	SAN FRANCISCO	CA	I
KCAL	09	LOS ANGELES	CA	I
KCNC	04	DENVER	CO	N
KCOP	13	LOS ANGELES	CA	I
KCRA	03	SACRAMENTO	CA	N
KDKA	02	PITTSBURGH	PA	N
KGO	07	SAN FRANCISCO	CA	N
KICU	36	SAN JOSE	CA	I
KMBC	09	KANSAS CITY	MO	N
KMGH	07	DENVER	CO	N
KMSP	09	MINNEAPOLIS	MN	I
KNBC	04	LOS ANGELES	CA	N
KPIX	05	SAN FRANCISCO	CA	N
KPLR	11	ST LOUIS	MO	I
KPTV	12	PORTLAND	OR	I
KRON	04	SAN FRANCISCO	CA	N
KSDK	05	ST LOUIS	MO	N
KSHB	41	KANSAS CITY	MO	N
KTHV	11	LITTLE ROCK	AR	N
KTLA	05	LOS ANGELES	CA	I
KTNC	42	CONCORD	CA	I
KTVU	02	OAKLAND	CA	I
KTXL	40	SACRAMENTO	CA	I
KUSA	09	DENVER	CO	N
KWGN	02	DENVER	CO	I
KXTX	39	DALLAS	TX	I
KYW	03	PHILADELPHIA	PA	N
WAGA	05	ATLANTA	GA	I
WBAL	11	BALTIMORE	MD	N
WBNS	10	COLUMBUS	OH	N
WBPX	68	BOSTON	MA	I
WBRC	06	BIRMINGHAM	AL	I
WBRE	28	WILKES-BARRE&SCRANTN	PA	N
WBZ	04	BOSTON	MA	N
WBZL	39	MIAMI	FL	I
WCAU	10	PHILADELPHIA	PA	N
WCFT	33	TUSCALOOSA	AL	N
WDCA	20	WASHINGTON	DC	I
WDIV	04	DETROIT	MI	N
WFAA	08	DALLAS	TX	N
WFLD	32	CHICAGO	IL	I
WFQX	33	CADILLAC	MI	I
WGCL	46	ATLANTA	GA	N
WGN	09	CHICAGO	IL	I
WHUB	66	MARLBOROUGH	MA	I
WIAT	42	BIRMINGHAM	AL	N

NIELSEN DIARY STUDY SAMPLE STATIONS, 2000				
CALL SIGN	CH	CITY	STATE	TYPE
WIS	10	COLUMBIA	SC	N
WISN	12	MILWAUKEE	WI	N
WITN	07	WASHINGTON	NC	N
WJZ	13	BALTIMORE	MD	N
WKBD	50	DETROIT	MI	I
WKRN	02	NASHVILLE	TN	N
WKYT	27	LEXINGTON	KY	N
WLVI	56	CAMBRIDGE	MA	I
WNBC	04	NEW YORK	NY	N
WNYW	05	NEW YORK	NY	I
WPHL	17	PHILADELPHIA	PA	I
WPIX	11	NEW YORK	NY	I
WPSG	57	PHILADELPHIA	PA	I
WPVI	06	PHILADELPHIA	PA	N
WPXI	11	PITTSBURGH	PA	N
WRIC	08	RICHMOND-PETERSBURG	VA	N
WSB	02	ATLANTA	GA	N
WSBK	38	BOSTON	MA	I
WSEE	35	ERIE	PA	N
WSYX	06	COLUMBUS	OH	N
WTAE	04	PITTSBURGH	PA	N
WTMJ	04	MILWAUKEE	WI	N
WTRF	07	WHEELING	WV	N
WTVD	11	DURHAM-RALEIGH-FAY	NC	N
WTXF	29	PHILADELPHIA	PA	I
WUAB	43	CLEVELAND (LORAIN)	OH	I
WUNI	27	WORCESTER	MA	I
WUSA	09	WASHINGTON	DC	N
WVTV	18	MILWAUKEE	WI	I
WWOR	09	NEW YORK	NY	I
WXIA	11	ATLANTA	GA	N
WXIX	19	CINCINNATI	OH	I

NIELSEN DIARY STUDY SAMPLE STATIONS, 2001

CALL SIGN	CH	CITY	STATE	TYPE
KABC	07	LOS ANGELES	CA	N
KARK	04	LITTLE ROCK	AR	N
KATV	07	LITTLE ROCK	AR	N
KBWB	20	SAN FRANCISCO	CA	I
KCAL	09	LOS ANGELES	CA	I
KCNC	04	DENVER	CO	N
KCOP	13	LOS ANGELES	CA	I
KCRA	03	SACRAMENTO	CA	N
KDKA	02	PITTSBURGH	PA	N
KFOR	04	OKLAHOMA CITY	OK	N
KGO	07	SAN FRANCISCO	CA	N
KICU	36	SAN FRANCISCO - SAN JOSE	CA	I
KMBC	09	KANSAS CITY	MO	N
KMGH	07	DENVER	CO	N
KMSP	09	MINNEAPOLIS	MN	I
KNBC	04	LOS ANGELES	CA	N
KPLR	11	ST LOUIS	MO	I
KPTV	12	PORTLAND, OR	OR	I
KRON	04	SAN FRANCISCO	CA	N
KSDK	05	ST LOUIS	MO	N
KSHB	41	KANSAS CITY	MO	N
KSTW	11	SEATTLE - TACOMA	WA	I
KTHV	11	LITTLE ROCK	AR	N
KTLA	05	LOS ANGELES	CA	I
KTNC	42	SAN FRANCISCO (CONCORD)	CA	I
KTVU	02	SAN FRANCISCO - OAKLAND	CA	I
KTXL	40	SACRAMENTO	CA	I
KUSA	09	DENVER	CO	N
KWGN	02	DENVER	CO	I
KWTV	09	OKLAHOMA CITY	OK	N
KXTX	39	DALLAS	TX	I
KYW	03	PHILADELPHIA	PA	N
WAGA	05	ATLANTA	GA	I
WALA	10	MOBILE	AL	I
WBAL	11	BALTIMORE	MD	N
WBNS	10	COLUMBUS	OH	N
WBRE	28	WILKES-BARRE - SCRANTON	PA	N
WBRZ	02	BATON ROUGE	LA	N
WBZ	04	BOSTON	MA	N
WBZL	39	MIAMI	FL	I
WCAU	10	PHILADELPHIA	PA	N
WCCO	04	MINNEAPOLIS	MN	N
WCMH	04	COLUMBUS	OH	N
WCVB	05	BOSTON	MA	N
WDCA	20	WASHINGTON, DC	DC	I
WDIV	04	DETROIT	MI	N
WDRB	41	LOUISVILLE	KY	I
WFAA	08	DALLAS	TX	N
WFLD	32	CHICAGO	IL	I

NIELSEN DIARY STUDY SAMPLE STATIONS, 2001				
CALL SIGN	CH	CITY	STATE	TYPE
WFQX	33	TRAVERSE CITY - CADILLAC	MI	I
WGAL	08	HARRISBURG -LANCASTER	PA	N
WGCL	46	ATLANTA	GA	N
WGN	09	CHICAGO	IL	I
WIAT	42	BIRMINGHAM	AL	N
WIS	10	COLUMBIA, SC	SC	N
WISN	12	MILWAUKEE	WI	N
WITN	07	WASHINGTON, NC	NC	N
WJZ	13	BALTIMORE	MD	N
WKBD	50	DETROIT	MI	I
WKPT	19	TRI CITIES (KINGSPORT)	TN	N
WKRN	02	NASHVILLE	TN	N
WKYT	27	LEXINGTON	KY	N
WLTV	23	MIAMI	FL	I
WLYH	15	HARRISBURG -LANCASTER	PA	I
WMAR	02	BALTIMORE	MD	N
WNBC	04	NEW YORK	NY	N
WNWO	24	TOLEDO	OH	N
WNYW	05	NEW YORK	NY	I
WPCB	40	PITTSBURGH (GREENSBURG)	PA	I
WPGH	53	PITTSBURGH	PA	I
WPHL	17	PHILADELPHIA	PA	I
WPIX	11	NEW YORK	NY	I
WPMT	43	HARRISBURG - YORK	PA	I
WPSG	57	PHILADELPHIA	PA	I
WPTY	24	MEMPHIS	TN	N
WPVI	06	PHILADELPHIA	PA	N
WPXI	11	PITTSBURGH	PA	N
WRC	04	WASHINGTON, DC	DC	N
WRIC	08	RICHMOND-PETERSBURG	VA	N
WSB	02	ATLANTA	GA	N
WSBK	38	BOSTON	MA	I
WSEE	35	ERIE	PA	N
WSYX	06	COLUMBUS	OH	N
WTAE	04	PITTSBURGH	PA	N
WTAJ	10	JOHNSTOWN - ALTOONA	PA	N
WTMJ	04	MILWAUKEE	WI	N
WTTG	05	WASHINGTON, DC	DC	I
WTVD	11	RALEIGH-DURHAM	NC	N
WTXF	29	PHILADELPHIA	PA	I
WUAB	43	CLEVELAND -LORAIN	OH	I
WUNI	27	BOSTON - WORCESTER	MA	I
WUSA	09	WASHINGTON, DC	DC	N
WVTV	18	MILWAUKEE	WI	I
WWBT	12	RICHMOND	VA	N
WWOR	09	NEW YORK	NY	I
WXIA	11	ATLANTA	GA	N
WXIX	19	CINCINNATI	OH	I

NIELSEN DIARY STUDY SAMPLE STATIONS, 2002

CALL SIGN	CH	CITY	STATE	TYPE
KABC	07	LOS ANGELES	CA	N
KARK	04	LITTLE ROCK	AR	N
KATU	02	PORTLAND	OR	N
KATV	07	LITTLE ROCK	AR	N
KBHK	44	SAN FRANCISCO	CA	I
KCAL	09	LOS ANGELES	CA	I
KCBS	02	LOS ANGELES	CA	N
KCNC	04	DENVER	CO	N
KCOP	13	LOS ANGELES	CA	I
KCRA	03	SACRAMENTO	CA	N
KDFW	04	DALLAS	TX	I
KDKA	02	PITTSBURGH	PA	N
KETV	07	OMAHA	NE	N
KFOR	04	OKLAHOMA CITY	OK	N
KGO	07	SAN FRANCISCO	CA	N
KGW	08	PORTLAND	OR	N
KICU	36	SAN JOSE	CA	I
KMBC	09	KANSAS CITY	MO	N
KMGH	07	DENVER	CO	N
KMSP	09	MINNEAPOLIS	MN	I
KMTV	03	OMAHA	NE	N
KNBC	04	LOS ANGELES	CA	N
KPIX	05	SAN FRANCISCO	CA	N
KPLR	11	ST LOUIS	MO	I
KPTV	12	PORTLAND	OR	I
KRON	04	SAN FRANCISCO	CA	I
KSDK	05	ST LOUIS	MO	N
KSHB	41	KANSAS CITY	MO	N
KSL	05	SALT LAKE CITY	UT	N
KSTW	11	TACOMA	WA	I
KTHV	11	LITTLE ROCK	AR	N
KTLA	05	LOS ANGELES	CA	I
KTNC	42	CONCORD	CA	I
KTVU	02	OAKLAND	CA	I
KTXL	40	SACRAMENTO	CA	I
KUSA	09	DENVER	CO	N
KUVS	19	MODESTO	CA	I
KWGN	02	DENVER	CO	I
KWTV	09	OKLAHOMA CITY	OK	N
KXTX	39	DALLAS	TX	I
KYW	03	PHILADELPHIA	PA	N
WAFB	09	BATON ROUGE	LA	N
WAGA	05	ATLANTA	GA	I
WALA	10	MOBILE	AL	I
WBAL	11	BALTIMORE	MD	N
WBBM	02	CHICAGO	IL	N
WBNS	10	COLUMBUS	OH	N
WBRC	06	BIRMINGHAM	AL	I
WBRE	28	WILKES-BARRE&SCRANTN	PA	N

NIELSEN DIARY STUDY SAMPLE STATIONS, 2002				
CALL SIGN	CH	CITY	STATE	TYPE
WBRZ	02	BATON ROUGE	LA	N
WBZ	04	BOSTON	MA	N
WBZL	39	MIAMI	FL	I
WCAU	10	PHILADELPHIA	PA	N
WCFT	33	TUSCALOOSA	AL	N
WCHS	08	CHARLESTON	WV	N
WCVB	05	BOSTON	MA	N
WCWB	22	PITTSBURGH	PA	I
WDCA	20	WASHINGTON	DC	I
WDIV	04	DETROIT	MI	N
WEWS	05	CLEVELAND	OH	N
WFAA	08	DALLAS	TX	N
WFLD	32	CHICAGO	IL	I
WFQX	33	CADILLAC	MI	I
WFTC	29	MINNEAPOLIS	MN	I
WGCL	46	ATLANTA	GA	N
WGGB	40	SPRINGFIELD	MA	N
WGME	13	PORTLAND	ME	N
WGN	09	CHICAGO	IL	I
WGTW	48	PHILADELPHIA	PA	I
WHBQ	13	MEMPHIS	TN	I
WHDH	07	BOSTON	MA	N
WIAT	42	BIRMINGHAM	AL	N
WIBW	13	TOPEKA	KS	N
WIS	10	COLUMBIA	SC	N
WISN	12	MILWAUKEE	WI	N
WITN	07	WASHINGTON	NC	N
WJW	08	CLEVELAND	OH	I
WJZ	13	BALTIMORE	MD	N
WKBD	50	DETROIT	MI	I
WKRN	02	NASHVILLE	TN	N
WKYT	27	LEXINGTON	KY	N
WLIO	35	LIMA	OH	N
WLKY	32	LOUISVILLE	KY	N
WLVI	56	CAMBRIDGE	MA	I
WLYH	15	LANCASTER	PA	I
WMAQ	05	CHICAGO	IL	N
WNBC	04	NEW YORK	NY	N
WNCT	09	GREENVILLE	NC	N
WNWO	24	TOLEDO	OH	N
WNYW	05	NEW YORK	NY	I
WPHL	17	PHILADELPHIA	PA	I
WPIX	11	NEW YORK	NY	I
WPMT	43	YORK	PA	I
WPSG	57	PHILADELPHIA	PA	I
WPVI	06	PHILADELPHIA	PA	N
WPXS	13	MT VERNON	IL	I
WRIC	08	RICHMOND-PETERSBURG	VA	N
WSB	02	ATLANTA	GA	N

NIELSEN DIARY STUDY SAMPLE STATIONS, 2002				
CALL SIGN	CH	CITY	STATE	TYPE
WSBK	38	BOSTON	MA	I
WSEE	35	ERIE	PA	N
WSFJ	51	NEWARK	OH	I
WSYX	06	COLUMBUS	OH	N
WTAE	04	PITTSBURGH	PA	N
WTBS	17	ATLANTA	GA	I
WTGS	28	HARDEEVILLE	SC	I
WTLW	44	LIMA	OH	I
WTMJ	04	MILWAUKEE	WI	N
WTOV	09	STEUBENVILLE	OH	N
WTRF	07	WHEELING	WV	N
WTVD	11	DURHAM-RALEIGH-FAY	NC	N
WTXF	29	PHILADELPHIA	PA	I
WUAB	43	LORAIN	OH	I
WUNI	27	WORCESTER	MA	I
WUSA	09	WASHINGTON	DC	N
WVTV	18	MILWAUKEE	WI	I
WWBT	12	RICHMOND	VA	N
WWHO	53	CHILLICOTHE	OH	I
WWLP	22	SPRINGFIELD	MA	N
WWOR	09	NEW YORK	NY	I
WXIA	11	ATLANTA	GA	N
WXIN	59	INDIANAPOLIS	IN	I
WXIX	19	CINCINNATI	OH	I

NIELSEN DIARY STUDY SAMPLE STATIONS, 2003

CALL SIGN	CH	CITY	STATE	TYPE
KABC	07	LOS ANGELES	CA	N
KARK	04	LITTLE ROCK	AR	N
KATV	07	LITTLE ROCK	AR	N
KBHK	44	SAN FRANCISCO	CA	I
KBWB	20	SAN FRANCISCO	CA	I
KCAL	09	LOS ANGELES	CA	I
KCBS	02	LOS ANGELES	CA	N
KCNC	04	DENVER	CO	N
KCOP	13	LOS ANGELES	CA	I
KCRA	03	SACRAMENTO	CA	N
KDKA	02	PITTSBURGH	PA	N
KFOR	04	OKLAHOMA CITY	OK	N
KGO	07	SAN FRANCISCO	CA	N
KICU	36	SAN JOSE	CA	I
KIRO	07	SEATTLE	WA	N
KMBC	09	KANSAS CITY	MO	N
KMGH	07	DENVER	CO	N
KMSP	09	MINNEAPOLIS	MN	I
KNBC	04	LOS ANGELES	CA	N
KPLR	11	ST LOUIS	MO	I
KRON	04	SAN FRANCISCO	CA	I
KSDK	05	ST LOUIS	MO	N
KSHB	41	KANSAS CITY	MO	N
KSL	05	SALT LAKE CITY	UT	N
KSTW	11	TACOMA	WA	I
KTEL	25	CARLSBAD	NM	I
KTHV	11	LITTLE ROCK	AR	N
KTLA	05	LOS ANGELES	CA	I
KTNC	42	CONCORD	CA	I
KTRK	13	HOUSTON	TX	N
KTVT	11	FT WORTH	TX	N
KTVU	02	OAKLAND	CA	I
KTXL	40	SACRAMENTO	CA	I
KUSA	09	DENVER	CO	N
KUSI	51	SAN DIEGO	CA	I
KWGN	02	DENVER	CO	I
KWTV	09	OKLAHOMA CITY	OK	N
KXTX	39	DALLAS	TX	I
KYW	03	PHILADELPHIA	PA	N
WAFB	09	BATON ROUGE	LA	N
WAGA	05	ATLANTA	GA	I
WALA	10	MOBILE	AL	I
WAPK	30	KINGSPORT	TN	I
WBAL	11	BALTIMORE	MD	N
WBBM	02	CHICAGO	IL	N
WBDC	50	WASHINGTON	DC	I
WBKI	34	CAMPBELLSVILLE	KY	I
WBNS	10	COLUMBUS	OH	N
WBQC	25	CINCINNATI	OH	L

NIELSEN DIARY STUDY SAMPLE STATIONS, 2003				
CALL SIGN	CH	CITY	STATE	TYPE
WBRC	06	BIRMINGHAM	AL	I
WBRZ	02	BATON ROUGE	LA	N
WBZ	04	BOSTON	MA	N
WBZL	39	MIAMI	FL	I
WCAU	10	PHILADELPHIA	PA	N
WCCO	04	MINNEAPOLIS	MN	N
WCMH	04	COLUMBUS	OH	N
WCVB	05	BOSTON	MA	N
WCWB	22	PITTSBURGH	PA	I
WDCA	20	WASHINGTON	DC	I
WDIV	04	DETROIT	MI	N
WDRB	41	LOUISVILLE	KY	I
WFAA	08	DALLAS	TX	N
WFLD	32	CHICAGO	IL	I
WFQX	33	CADILLAC	MI	I
WFTC	29	MINNEAPOLIS	MN	I
WFXT	25	BOSTON	MA	I
WGAL	08	LANCASTER	PA	N
WGCL	46	ATLANTA	GA	N
WGME	13	PORTLAND	ME	N
WGN	09	CHICAGO	IL	I
WHBQ	13	MEMPHIS	TN	I
WHDH	07	BOSTON	MA	N
WIAT	42	BIRMINGHAM	AL	N
WIS	10	COLUMBIA	SC	N
WISN	12	MILWAUKEE	WI	N
WITN	07	WASHINGTON	NC	N
WJZ	13	BALTIMORE	MD	N
WKBD	50	DETROIT	MI	I
WKRN	02	NASHVILLE	TN	N
WKYT	27	LEXINGTON	KY	N
WLEX	18	LEXINGTON	KY	N
WLKY	32	LOUISVILLE	KY	N
WLTV	23	MIAMI	FL	I
WLYH	15	LANCASTER	PA	I
WMAR	02	BALTIMORE	MD	N
WMC	05	MEMPHIS	TN	N
WMLW-	41	MILWAUKEE	WI	L
WNBC	04	NEW YORK	NY	N
WNCT	09	GREENVILLE	NC	N
WNDS	50	DERRY	NH	I
WNPA	19	JEANNETTE	PA	I
WNYW	05	NEW YORK	NY	I
WPHL	17	PHILADELPHIA	PA	I
WPIX	11	NEW YORK	NY	I
WPMT	43	YORK	PA	I
WPSG	57	PHILADELPHIA	PA	I
WPTY	24	MEMPHIS	TN	N
WPVI	06	PHILADELPHIA	PA	N

NIELSEN DIARY STUDY SAMPLE STATIONS, 2003				
CALL SIGN	CH	CITY	STATE	TYPE
WPXI	11	PITTSBURGH	PA	N
WRC	04	WASHINGTON	DC	N
WRIC	08	RICHMOND-PETERSBURG	VA	N
WSB	02	ATLANTA	GA	N
WSBK	38	BOSTON	MA	I
WSEE	35	ERIE	PA	N
WSMV	04	NASHVILLE	TN	N
WSYX	06	COLUMBUS	OH	N
WTAE	04	PITTSBURGH	PA	N
WTAJ	10	ALTOONA	PA	N
WTBS	17	ATLANTA	GA	I
WTMJ	04	MILWAUKEE	WI	N
WTTG	05	WASHINGTON	DC	I
WTVD	11	DURHAM-RALEIGH-FAY	NC	N
WTVF	05	NASHVILLE	TN	N
WTVQ	36	LEXINGTON	KY	N
WTXF	29	PHILADELPHIA	PA	I
WUAB	43	LORAIN	OH	I
WUSA	09	WASHINGTON	DC	N
WVLA	33	BATON ROUGE	LA	N
WVTM	13	BIRMINGHAM	AL	N
WVTV	18	MILWAUKEE	WI	I
WWBT	12	RICHMOND	VA	N
WWOR	09	NEW YORK	NY	I
WXIA	11	ATLANTA	GA	N
WXIX	19	CINCINNATI	OH	I
WYTV	33	YOUNGSTOWN	OH	N

KESSLER

APPENDIX E

STATE & COMMUNITY	LONGITUDE Deg.	Min.	Sec.	LATITUDE Deg.	Min.	Sec.
Green Bay	44	30	48	88	00	50
Janesville	42	40	52	89	01	39
Kenosha	42	35	04	87	49	14
La Crosse	43	48	48	91	15	02
Madison	43	04	23	89	22	55
Milwaukee	43	02	19	87	54	15
Rhinelander	45	38	09	89	24	50
Superior	46	43	14	92	06	07
Wausau	44	57	30	89	37	40
WYOMING						
Casper	42	51	00	106	19	22
Cheyenne	41	08	09	104	49	07
Rawlins	41	47	23	107	14	37
Riverton	43	01	29	108	23	03

§ 76.54 Significantly viewed signals; method to be followed for special showings.

(a) Signals that are significantly viewed in a county (and thus are deemed to be significantly viewed within all communities within the county) are those that are listed in Appendix B of the *Memorandum Opinion and Order on Reconsideration of the Cable Television Report and Order* (Docket 18397 *et al.*), FCC 72-530.

(b) Significant viewing in a cable television community for signals not shown as significantly viewed under paragraphs (a) or (d) of this section may be demonstrated by an independent professional audience survey of noncable television homes that covers at least two weekly periods separated by at least thirty (30) days but no more than one of which shall be a week between the months of April and September. If two surveys are taken, they shall include samples sufficient to assure that the combined surveys result in an average figure of at least one standard error above the required viewing level. If surveys are taken for more than 2 weekly periods in any 12 months, all such surveys must result in an average figure at least one standard error above the required viewing level. If a cable television system serves more than one community, a single survey may be taken, provided that the sample includes noncable television homes from each community that are proportional to the population.

(c) Notice of a survey to be made pursuant to paragraph (b) of this section shall be served on all licensees or permittees of television broadcast stations within whose predicted Grade B contour the cable community or communities are located, in whole or in part, and on all other system community units, franchisees, and franchise applicants in the cable community or communities at least thirty (30) days prior to the initial survey period. Such notice shall include the name of the survey organization and a description of the procedures to be used. Objections to survey organizations or procedures shall be served on the party sponsoring the survey within twenty (20) days after receipt of such notice.

NOTE: With respect to those counties designated by an asterisk in Appendix B of the *Memorandum Opinion and Order on Reconsideration of the Cable Television Report and Order* (Docket 18397 *et al.*), FCC 72-530, surveys of significant viewing made pursuant to § 76.54 (b) may be submitted prior to March 31, 1973.

(d) Signals of television broadcast stations not encompassed by the surveys (for the periods May 1970, November 1970 and February/March 1971) used in establishing Appendix B of the *Memorandum Opinion and Order on Reconsideration of Cable Television Report and Order*, FCC 72-530, 36 FCC 2d 326 (1972), may be demonstrated as significantly viewed on a county-wide basis by independent professional audience surveys which cover three separate, consecutive four-week periods and are otherwise comparable to the surveys used in compiling the above-referenced Appendix B; *Provided, however,* That such demonstration shall be based upon audience survey data for the first three years of the subject station's broadcast operations.

§ 76.55 Manner of carriage.

(a) Where a television broadcast signal is required to be carried by a community unit, pursuant to the rules in this subpart:

(1) The signal shall be carried without material degradation in quality (within the limitations imposed by the technical state of the art), and, where applicable, in accordance with the technical standards of Subpart K of this part;

(2) The signal shall, on request of the station licensee or permittee, be carried on the community unit on the channel number on which the station is transmitting, except where technically infeasible;

(3) The signal shall, on request of the station licensee or permittee, be carried on the community unit on no more than one channel; *Provided, however,* That this provision shall not apply to a signal protected pursuant to §§ 76.92 and 76.94, during periods when network program nonduplication protection is provided.

(b) Where a television broadcast signal is carried by a community unit, pursuant to the rules in this subpart, the programs broadcast shall be carried in full, without deletion or alteration of any portion except as required by this part.

(c) A community unit need not carry the signal of any television translator station if (1) the community unit is carrying the signal of the originating station, or (2) the community of the unit is located, in whole or in part, within the Grade B contour of a station carried on the community unit whose programming is substantially duplicated by the translator station.

(d) If the community is located, in whole or in part, within the Grade B contour of both a satellite and its parent television station, and if the community unit would otherwise be required to carry both of them pursuant to the rules in this subpart, the community unit need carry only one of these signals, and may select between them.

§ 76.57 Provisions for systems operating in communities located outside of all major and smaller television markets.

Where a system serves a community that is located wholly outside all major and smaller television markets, as defined in § 76.5 that community unit shall carry television broadcast signals in accordance with the following provisions:

(a) Any such community unit may carry or, on request of the relevant licensee or permittee, shall carry the signals of:

(1) Television broadcast stations within whose Grade B contours the community of the unit is located, in whole or in part;

(2) Television translator stations with 100 watts or higher power serving the community of the unit and, as to community units that commence operations or expand channel capacity after March 30, 1972, noncommercial educational translator stations with 5 watts or higher power serving the community of the unit. In addition, any community unit may elect to carry the signal of any noncommercial educational translator station;

(3) Noncommercial educational television broadcast stations within whose specified zone the community of the unit is located, in whole or in part;

(4) Commercial television broadcast stations that are significantly viewed in the community of the unit. See § 76.54.

(b) In addition to the television broadcast signals carried pursuant to paragraph (a) of this section, any such community unit may carry any additional television signals.

#(c) In addition to the television broadcast signals carried pursuant to paragraphs (a) and (b) of this section, any television station during the period from sign off of the last television broadcast station which the community unit must carry pursuant to § 76.57(a), or from 12:00 a.m. in the Central and Mountain Times Zones and 1:00 a.m. in the Eastern and Pacific Times Zones, whichever occurs first, to the sign-on of the first station which the community unit must carry pursuant to § 76.57(a); *Provided, however:* That a community unit may

carry a program to its completion; *And provided further:* That this subsection does not authorize carriage in the manner described above whenever a television broadcast station that the community unit must carry pursuant to § 76.57(a) broadcasts continuously and does not sign off during the hours from 12:00 a.m. to 6:00 a.m. Carriage of such additional television signals shall not require prior registration with the Commission and shall be consistent with the network nonduplication protection and syndicated exclusivity rules of Subpart F of this part.#

#(d) In addition to the television broadcast signals carried pursuant to paragraphs (a), (b) and (c) of this section, any television station while it is broadcasting a foreign language, religious or automated program. Carriage of such selected programs shall be only for the duration of the programs and shall not require prior registration with the Commission.#

§ 76.59 Provisions for smaller television markets.

Where a system serves a community that is located in whole or in part within a smaller television market, as defined in § 76.5, that community unit shall carry television broadcast signals only in accordance with the following provisions:

(a) Any such community unit may carry or, on request of the relevant station licensee or permittee, shall carry the signals of:

(1) Television broadcast stations within whose specified zone the community is located, in whole or in part;

(2) Noncommercial educational television broadcast stations within whose Grade B contours the community of the unit is located, in whole or in part;

(3) Commercial television broadcast stations licensed to communities in other smaller television markets, within whose Grade B contours the community of the unit is located, in whole or in part;

(4) Television broadcast stations licensed to other communities which are generally considered to be part of the same smaller television market (Example: Burlington, Vermont–Plattsburgh, New York television market);

(5) Television translator stations with 100 watts or higher power serving the community of the unit and, as to community units that commence operations or expand channel capacity after March 30, 1972, noncommercial educational translator stations with 5 watts or higher power serving the community of the unit. In addition, any community unit may elect to carry the signal of any noncommercial educational translator station;

(6) Commercial television broadcast stations that are significantly viewed in the community of the unit. See § 76.54.

##(b) In addition to the television broadcast signals carried pursuant to paragraph (a) of this section, any such community unit constituting all or part of a system having fewer than 1000 subscribers may carry any additional television signals. Any such community unit constituting all or part of a system having 1000 or more subscribers may carry sufficient additional signals so that, including the signals required to be carried pursuant to paragraph (a) of this section, it can provide the signals of a full network station of each of the major national television networks, and of one independent television station: *Provided, however,* That, in determining how many additional signals may be carried, any authorized but not operating television broadcast station that, if operational would be required to be carried pursuant to paragraph (a)(1) of this section, shall be considered to be operational for a period terminating 18 months after grant of its initial construction permit.##

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##(c) In addition to the noncommercial educational television broadcast signals carried pursuant to paragraph (a) of this section, any such community unit may carry the signals of any noncommercial educational stations that are operated by an agency of the state within which the community unit is located. Such community unit may also carry any other noncommercial educational signals, in the absence of objection filed pursuant to § 76.7 by any local noncommercial educational station or state or local educational television authority.##

#(d) In addition to the television broadcast signals carried pursuant to paragraphs (a) through (c) of this section, any such community unit may carry:

(1) Any specialty station and any station while it is broadcasting a foreign language, religious or automated program. Carriage of such selected programs shall be only for the duration of the programs and shall not require prior registration with the Commission.

(2) Any television station broadcasting a network program that will not be carried by a station normally carried on the community unit. Carriage of such additional stations shall be only for the duration of the network programs not otherwise available, and shall not require prior registration with the Commission.

(3) Any television broadcast station during the period from sign-off of the last television broadcast station which the community unit must carry pursuant to § 76.59(a), or from 12:00 a.m. in the Central and Mountain Time Zones and 1:00 a.m. in the Eastern and Pacific Time Zones, whichever occurs first, to the sign-on of the first station which the community unit must carry pursuant to § 76.59(a): *Provided, however:* That a community unit may carry a program to its completion; *And provided further:* That this subsection does not authorize carriage in the manner described above whenever a television broadcast station that the community unit must carry pursuant to § 76.59(a) broadcasts continuously and does not sign off during the hours from 12:00 a.m. to 6:00 a.m. Carriage of such additional television signals shall not require prior registration with the Commission and shall be consistent with the network nonduplication protection and syndicated exclusivity rules of Subpart F of this part.

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(4) Any television station broadcasting a network news program at any time when no station regularly carried is broadcasting the same program and when no station licensed to the market in which the community unit is located is broadcasting a local news program. Carriage of such additional stations shall be for the duration of the news program only and shall not require prior Commission notification or registration with the Commission.

(5) Any commercial UHF television station within whose Grade B contours the community of the system is located, in whole or in part.#

#(e) Where the community is wholly or partially within both one of the first fifty major television markets and a smaller television market, the carriage provisions for the first fifty major markets shall apply. Where the community is wholly or partially within both one of the second fifty major television markets and a smaller television market, the carriage provisions for the second fifty major markets shall apply.#

§ 76.61 Provisions for first fifty major television markets.

##Where a system serves a community that is located in whole or in part within one of the first fifty major television markets listed in § 76.51(a) the community unit shall carry television broadcast signals only in accordance with the following provisions:

(a) Any such community unit may carry, or on request of the relevant station licensee or permittee, shall carry the signals of:

(1) Television broadcast stations within whose specified zone the community is located, in whole or in part: *Provided, however:* That where a community unit is located in the designated community of a major television market, it shall not carry the signal of a television station licensed to a designated community in another major television market, unless the designated community in which the community unit is located is wholly within the specified zone (see § 76.5(f)) of the station, except as otherwise provided in this section;

(2) Noncommercial educational television broadcast stations within whose Grade B contours the community is located, in whole or in part;

(3) Television translator stations with 100 watts or higher power serving the community and, as to community units that commence operations or expand channel capacity after March 30, 1972, noncommercial educational translator stations with 5 watts or higher power serving the community. In addition, any community unit may elect to carry the signal of any noncommercial educational translator station;

(4) Television broadcast stations licensed to other designated communities of the same major television market (Example: Cincinnati, Ohio-Newport, Kentucky television market);

(5) Commercial television broadcast stations that are significantly viewed in the community. See § 76.54.##

##(b) In addition to the television broadcast signals carried pursuant to paragraph (a) of this section, any such community unit constituting all or part of a system having fewer than 1000 subscribers may carry any additional television signals. Any such community unit constituting all or part of a system having 1000 or more subscribers may carry sufficient additional signals so that, including the signals required to be carried pursuant to paragraph (a) of this section, it can provide the signals of a full network station of each of the major national television networks, and of three independent television stations: *Provided, however,* That in determining how many additional signals may be carried, any authorized but not operating television broadcast station that, if operational, would be required to be carried pursuant to paragraph (a)(1) of this section, shall be considered to be operational for a period terminating 18 months after grant of its initial construction permit.

(1) Whenever, pursuant to this section a community unit is permitted to carry three additional independent signals, one of these signals must be that of a UHF television broadcast station.

(2) Whenever, pursuant to Subpart F of this part, a community unit is required to delete a television program on an independent signal carried pursuant to this section, or a program on such a signal is primarily of local interest to the distant community (*e.g.*, a local news or public affairs program), such community unit may, consistent with the program exclusivity rules of Subpart F of this part, substitute a program from any other television broadcast station. A program substituted may be carried to its completion, and the community unit need not return to its regularly carried signal until it can do so without interrupting a program already in progress.##

#(c) After the service standards specified in paragraph (b) of this section have been satisfied, a community unit may carry two additional independent television broadcast signals: *Provided, however,* That the number of additional signals permitted under this paragraph shall be reduced by the number of signals added to the community unit pursuant to paragraph (b) of this section.#

#(d) In addition to the noncommercial educational television broadcast signals carried pursuant to paragraph (a) of this section, any such community unit may carry the signals of any noncommercial educational stations that are operated by an agency of the State within which the community unit is located. Such community unit may also carry any other noncommercial educational signals, in the absence of objection filed pursuant to § 76.7 by any local noncommercial educational station or State or local educational television authority.#

#(e) In addition to the television broadcast signals carried pursuant to paragraphs (a) through (d) of this section, any such community unit may carry:

(1) Any specialty station and any station while it is broadcasting a foreign language, religious or automated program. Carriage of such selected programs shall be only for the duration of the programs and shall not require prior registration with the Commission.

(2) Any television station broadcasting a network program that will not be carried by a station normally carried on the community unit. Carriage of such additional stations shall be only for the duration of the network programs not otherwise available, and shall not require prior registration with the Commission.

(3) Any television broadcast station, during the period from sign-off of the last television broadcast station which the community unit must carry pursuant to § 76.61(a), or from 12:00 a.m. in the Central and Mountain Time Zones and 1:00 a.m. in the Eastern and Pacific Time Zones, whichever occurs first, to the sign-on of the first station which the community unit must carry pursuant to § 76.61(a); *Provided, however:* That a community unit may carry a program to its completion; *And provided further:* That this subsection does not authorize carriage in the manner described above whenever a television broadcast station that the community unit must carry pursuant to § 76.61(a) broadcasts continuously and does not sign off during the hours from 12:00 a.m. to 6:00 a.m. Carriage of such additional television signals shall not require prior registration with the Commission and shall be consistent with the network nonduplication protection and syndicated exclusivity rules of Subpart F of this part.

(4) Any television station broadcasting a network news program at any time when no station regularly carried is broadcasting the same program and when no station licensed to the

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market in which the community unit is located is broadcasting a local news program. Carriage of such additional stations shall be for the duration of the news program only and shall not require prior Commission notification or registration with the Commission.

(5) Any commercial UHF television station within whose Grade B contours the community of the system is located, in whole or in part.#

#(f) Where the community is wholly or partially within both one of the first fifty major television markets and another television market, the provisions of this section shall apply.#

#§ 76.63 Provisions for second fifty major television markets.

(a) Where a system serves a community that is located in whole or in part within one of the second fifty major television markets listed in § 76.51(b), that community unit shall carry television broadcast signals only in accordance with the provisions of § 76.61, except that in paragraph (b) of § 76.61, the number of additional independent television signals that may be carried by community units constituting all or part of a system having 500 or more subscribers is two (2).

(b) Where the community is wholly or partially within both one of the second fifty major television markets and one of the first fifty major television markets, the carriage provisions for the first fifty major markets shall apply. Where the community is wholly or partially within both one of the second fifty major television markets and a smaller television market, the provisions of this section shall apply.#

§ 76.64 Carriage of subscription television broadcast programs.

The provisions of § 76.57, 76.59, 76.61, and 76.63 shall not operate to require carriage of any subscription television broadcast program.

§ 76.65 Grandfathering provisions.

#(a) The provisions of §§ 76.57, 76.59, 76.61, and 76.63 shall not require the deletion of any television broadcast or translator signals which a community unit was authorized to carry or was lawfully carrying prior to March 31, 1972: *Provided, however,* That if carriage of a signal has been limited by Commission order to discrete areas of a community, any expansion of service will be subject to the appropriate provisions of this subpart. If a community unit is authorized to carry signals, either by virtue of specific Commission authorization or otherwise, any other community unit already operating or subsequently commencing operations in the same community may carry the same signals. (Any such new community unit shall, before instituting service, register with the Commission if otherwise required by § 76.12.)#

#(b) The provisions of §§ 76.57, 76.59, 76.61 and 76.63 shall not require the deletion of any television broadcast or translator signals which a system community unit having fewer than 50 subscribers but constituting all or part of a system having 1000 or more subscribers was carrying prior to May 16, 1977, until the community unit has 50 subscribers.#

##(c) When, for purposes of ascertaining cable signal carriage rights or broadcast station rights to cable system carriage, reference is made to Grade B contours in Sections 76.57, 76.59, 76.61, or 76.63, such contours shall be the field intensity contours defined in § 73.683 (a) of this chapter, provided, however, that such rights as to signals carried or authorized for carriage on or before August 26, 1977, shall be determined by reference to the contour prediction rules adopted in the *Sixth Report and Order in Dockets 8736, 8975, 8976 and 9175,* 41 FCC 148 (1952) as amended by *Report and Order in Docket 17253* FCC 70-345, 22 FCC 2d 354 (1970).##

§ 76.67 Sports broadcasts.

(a) No community unit located in whole or in part within the specified zone of a television broadcast station licensed to a community in which a sports event is taking place, shall, on request of the holder of the broadcast rights to that event, or its agent, carry the live television broadcast of that event if the event is not available live on a television broadcast signal carried by the community unit pursuant to the mandatory signal carriage rules of this Part. For the purposes of this Section, if there is no television station licensed to the community in which the sports event is taking place, the applicable specified zone shall be that of the television station licensed to the community with which the sports event or local team is identified, or, if the event or local team is not identified with any particular community, the nearest community to which a television station is licensed.

(b) Notification of the programming to be deleted pursuant to this section shall include the following information:

(1) As to programming to be deleted from television broadcast signals regularly carried by the community unit:

(i) The name and address of the party requesting the program deletion;

(ii) The date, time and expected duration of the sports event the television broadcast of which is to be deleted;

(iii) The call letters of the television broadcast station(s) from which the deletion is to be made.

(2) As to programming to be deleted from television broadcast signals not regularly carried by the community unit:

(i) The name and address of the party requesting the program deletion;

(ii) The date, time and expected duration of the sports event the television broadcast of which is to be deleted.

(c) Notifications given pursuant to this section must be received, as to regularly scheduled events, no later than the Monday preceding the calendar week (Sunday-Saturday) during which the program deletion is to be made. Notifications as to events not regularly scheduled and revisions of notices previously submitted, must be received within twenty-four (24) hours after the time of the telecast to be deleted is known, but in any event no later than twenty-four (24) hours from the time the subject telecast is to take place.

(d) Whenever, pursuant to this section, a community unit is required to delete a television program on a signal regularly carried by the community unit, such community unit may, consistent with the rules contained in Subpart F of this part, substitute a program from any other television broadcast station. A program substituted may be carried to its completion, and the community unit need not return to its regularly carried signal until it can do so without interrupting a program already in progress.

(e) The provisions of this section shall not require the deletion of any portion of a television signal which a community unit was lawfully carrying prior to March 31, 1972.

(f) The provisions of this section shall not apply to any cable television system having fewer than 1000 subscribers.

SUBPART E—[RESERVED]

SUBPART F—NONDUPLICATION PROTECTION AND SYNDICATED EXCLUSIVITY

§ 76.91 [Reserved]

§ 76.92 Stations entitled to network program nonduplication protection.

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(a) Any community unit which operates in a community that is located in whole or in part within the 35-mile specified zone of any commercial television broadcast station or within the secondary zone which extends 20 miles beyond the specified zone of a smaller market television broadcast station (55 miles altogether), and carries the signal of such station, that community unit shall, except as provided in paragraphs (e) and (f) of this section, delete, upon request of the station licensee or permittee, the duplicating network programming of lower priority signals in the manner and to the extent specified in §§ 76.94 and 76.95.

(b) For purposes of this section, the order of nonduplication priority of television signals carried by a community unit is as follows:

(1) First, all television broadcast stations within whose specified zone the community is located, in whole or in part;

(2) Second, all smaller market television broadcast stations within whose secondary zone the community is located, in whole or in part.

(c) For purposes of this section, all noncommercial educational television broadcast stations licensed to a community located in whole or in part within a major television market as specified in § 76.51 shall be treated in the same manner as a major market commercial television broadcast station, and all noncommercial educational television broadcast stations not licensed to a community located in whole or in part within a major television market shall be treated in the same manner as a smaller market television broadcast station.

(d) Any community unit operating in a community to which a 100-watt or higher power translator station is licensed, and the translator is located within the predicted Grade B signal contour of the television broadcast station that the translator station retransmits, and the translator is carried by that community unit, the community unit shall, upon request of such translator station licensee or permittee, delete the duplicating network programming of any television broadcast station whose reference point (See § 76.53) is more than 55 miles from the community.

(e) Any community unit operating in a community that is located in whole or in part within the specified zone of any television broadcast station or within the secondary zone of a smaller market television broadcast station, that community unit is not required to delete the duplicating network programming of any 100-watt or higher power television translator station which is licensed to the community.

(f) Any community unit operating in a community that is located in whole or in part within the secondary zone of a smaller market television broadcast station, that community unit is not required to delete the duplicating network programming of any major market television broadcast station whose reference point (See § 76.53) is also within 55 miles of the community.

(g) A community unit is not required to delete the duplicating network programming of any television broadcast station which is significantly viewed in the cable television community pursuant to Section 76.54.

§ 76.93 [Reserved]

§ 76.94 Notification requirements and extent of protection.

(a) Where the network programming of a television station is entitled to nonduplication protection, a community unit shall, upon request of the station licensee or permittee, refrain from simultaneously duplicating any network program broadcast by such station only if the community unit has received the information required in paragraph (a)(1) and (2) below:

(1) Notification of the date and time of the programming to be protected and date and time of the programming to be deleted must, at a minimum, be received on a monthly basis. If the station licensee or permittee elects to provide such notification on a monthly basis, it must be submitted no later than six (6) days preceding the calendar month during which nonduplication is requested. If the station licensee or permittee elects to provide such notification on a weekly basis, notice shall be given no later than the Monday preceding the calendar week (Sunday-Saturday) during which nonduplication protection is sought.

(2) Changes in the monthly notification request required by paragraph (a)(1) must be submitted six (6) days preceding the broadcast of the programming to be protected; *Provided, however,* That the licensee or permittee of the television station otherwise entitled to nonduplication protection must notify the affected community unit as soon as possible, and without regard to the time limits prescribed in paragraph (a)(1), of any programming change which would render unnecessary the deletion of a lower priority television broadcast signal.

(b) Where a community unit is required to provide same-day network program nonduplication protection, either pursuant to specific Commission order or pending Commission action on a broadcast station petition for special relief filed pursuant to the procedures described in paragraph 25 of the *Second Report and Order in Docket 19995*, FCC 75-820, 54 FCC 2d 229 (1975), the following provisions shall be applicable:

(1) A community unit need not delete reception of a network program if, in so doing, it would leave available for reception by subscribers, at any time, less than the programs of two networks (including those broadcast by any stations whose signals are being carried and whose programming is being protected pursuant to the requirements of this section);

(2) A community unit need not delete reception of a network program which is scheduled by the network between the hours of 6 and 11 p.m., Eastern time, but is broadcast by the station requesting deletion, in whole or in part, outside of the period which would normally be considered prime time for network programming in the time zone involved.

§ 76.95 Exceptions.

(a) Notwithstanding the requirements of §§ 76.92 and 76.94, a community unit need not delete reception of any program which would be carried on the community unit in color but will be broadcast in black and white by the station requesting deletion.

(b) The provisions of §§ 76.92 and 76.94 shall not apply to a cable television system having fewer than 1,000 subscribers. Within 60 days following the provision of service to 1,000 subscribers, the operator of each such system shall file a notice to that effect with the Commission and shall send a copy thereof to all television broadcast and translator stations carried by the system.

(c) Network nonduplication protection need not be extended to a higher priority station for one hour following the scheduled time of completion of the broadcast of a live sports event by that station or by a lower priority station against which a community unit would otherwise be required to provide nonduplication protection following the scheduled time of completion.

(d) The Commission will give full effect to private agreements between operators of community units and local television stations which provide for a type or degree of network program nonduplication protection which differs from the requirements of §§ 76.92 and 76.94. A copy of any such private agreement entered into after August 22, 1975, shall be filed with the Commission and a copy shall also be placed in the public inspection file (see § 76.305) and retained in such file for as long as the contract remains in force.

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APPENDIX F

I. Local County Analysis Illustration For WKBD

A. DMA Analysis

Nielsen groups counties into Designated Market Areas (or "DMAs").[1] Each DMA consists of a group of counties forming an exclusive geographic area in which Nielsen has determined that the home market television stations hold a dominance of viewing. Although a few counties are split between DMAs, as a rule each county is assigned to one and only one DMA.

Attachment 1 is a page with the Detroit market (among others) from Nielsen's September 2001 "U.S. TV Household Estimates" ("the DMA book"), which shows all DMAs and the counties associated with each. This page provides a good example of how DMAs are used to identify local cable system carriage for station WKBD, channel 50, licensed to Detroit. WKBD is a sample station for all four special Nielsen studies. Again, the objective in determining the counties where a station is local is to enable Nielsen to exclude cable viewing from those counties, with the result that only distant viewing for WKBD will be captured.

The Detroit DMA market consists of nine Michigan counties:

Lapeer	Sanilac
Livingston	St. Clair
Macomb	Washtenaw
Monroe	Wayne
Oakland	

Because WKBD is licensed to Detroit, a cable system serving communities in any of these nine counties must carry WKBD to its subscribers as a local signal. MPAA advised Nielsen to exclude cable viewing from homes located in these nine counties when measuring WKBD's distant viewing.

B. Significantly Viewed Analysis

Besides the DMA criterion, stations are considered local in counties and/or communities in which the FCC has deemed the station is "significantly viewed ("SV") , meaning the station reaches certain FCC-defined viewing thresholds within the county or

[1] The definition of "local service area" in Section 111(f) and 47 C.F.R. § 76.55(e)(2) defines a station's market as its Nielsen DMA.

community. Because a cable system serving County X must carry stations that are significantly viewed in County X (or Community X), such carriage is considered local.

Attachment 2 lists selected counties in Michigan and Ohio and the TV stations significantly viewed in each as reported on the FCC's website: http://www.fcc.gov/mb/significantviewedstations022509.pdf.

In the case of WKBD, four counties outside the DMA are considered SV:

Genesee, MI	Lucas, OH
Lenawee, MI	Wood, OH

If a cable system serves communities located in these SV counties, that system must carry WKBD as a local signal and consequently, those SV counties were excluded from the Nielsen analysis of WKBD's distant viewing.

II. Other Criteria For Determining Whether a Station Is Local

Besides the DMA and SV criteria, which identify the vast majority of local counties, MPAA also examines other criteria to see if there are any additional counties that would be considered local. These criteria include the station's 35-Mile Specified Zone and the Grade B Contour.

A. 35-Mile Specified Zone

For all television markets, Major and Smaller, a cable system's carriage of a TV station to subscribers located inside the station's 35 mile specified zone means the station is local to those subscribers.

A copy of the 35-Mile Specified Zone for Detroit is shown as Attachment 3. FCC rules require a cable system serving communities located within that specified zone to carry WKBD as a local signal. Review of the zone indicated that the counties within the specified zone had already been classified as local due to the SV/DMA criteria.

B. The Grade B Contour

Another criterion, in some situations, is the Grade B contour. The contour is an irregular and oddly-shaped circle surrounding the TV station's transmitter site. The Grade B is a measure of estimated signal strength based on the station's antenna size, power, and direction. The Grade B, in other words, is a measure of how clear a picture can be expected to be on a person's television set.

The Grade B contour can be used as a criterion in two circumstances relevant to the local county analysis MPAA performed for 2000-2003. The first circumstance has to do with stations licensed to Smaller Markets. If a cable system serves communities located in a Smaller Market, (*i.e.*, located within the 35-mile zone of such a market), the system can carry as local any station from another Smaller Market whose Grade B encompasses the communities served by the system. The second circumstance relates to systems serving communities located outside all television markets. In the case of a system serving such an area, the system may carry as local all stations whose Grade Bs encompass the communities served by the cable system. In both circumstances if the station is local per the Grade B criterion, the Form 3 cable operator does not have to account for the station in its royalty calculation.

Attachment 4 is the Grade B contour of WKBD taken from the FCC's website. Cable systems serving communities that fall "outside all (television) markets" must carry as a local signal any station whose Grade B encompasses the communities of the system. To identify any such counties, I looked to see if there were any *additional* counties within WKBD's Grade B contour that were outside all markets and not already classified local by a previous standard. That review indicated that the counties within the Grade B contour had either already been classified as local due to the SV/DMA criteria or were not outside all markets.

Once I identified all the local counties for WKBD, I provided those counties to Nielsen so that Nielsen could exclude viewing from them when measuring WKBD's distant viewing. WKBD's local counties were the nine counties in the Detroit DMA, plus the four SV counties, for a total of 13 counties in which WKBD was a local signal.

III. County Analysis For "Partially-Local" Stations

As previously stated, for the most part, Nielsen organizes its viewing data on a county-by-county basis, so for purposes of MPAA's special studies, it is necessary to declare an entire county either distant or local. In the course of our analyses, we may find that an entire county is neither wholly distant nor wholly local. An example would be a county that is neither SV nor DMA for a station, but which falls partially within the 35-mile zone of the station's market. Another example might be a county located outside all television markets and partially covered by a station's Grade B. In these few cases, MPAA relies on the location of a majority of the county's population to designate the county as local or distant. Because the entire county must be classified as either local or distant for purposes of the Nielsen Studies, it is reasonable to assume that viewing will track with population. For example, are more people (*i.e.*, viewers) located *inside* the 35-mile zone (or Grade B) or outside? If, in our example, most of the population is within the station's Grade B contour, we consider the county local. We rely on maps, census data and so forth and compare the location of individual communities in relation to the Grade B (or 35-mile zone).

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APPENDIX F

ATTACHMENT 1

U.S. TV HOUSEHOLD ESTIMATES

BY COUNTY WITHIN DESIGNATED MARKET AREA (DMA)

DESIGNATED MARKET AREA** / STATE / COUNTY		COUNTY SIZE*	TOTAL HOUSEHOLDS	TV HOUSEHOLDS	% TV PENE-TRATION	% OF U.S. TV HOUSEHOLDS
679 DES MOINES-AMES (CONT'D)						
MISSOURI						
MERCER		D	1,800	1,580		
505 DETROIT			1,898,400	1,878,670	99	1.782
MICHIGAN						
LAPEER	M	A	30,600	30,140		
LIVINGSTON	M	A	56,900	56,410		
MACOMB	M	A	305,000	302,830		
MONROE		A	53,000	52,630		
OAKLAND	M	A	471,600	468,440		
SANILAC		D	17,000	16,790		
ST CLAIR	M	A	62,200	61,630		
WASHTENAW		A	125,700	122,480		
WAYNE	M	A	776,400	767,320		
606 DOTHAN			95,800	94,530	99	.090
ALABAMA						
COFFEE		D	17,300	17,020		
DALE	M	C	18,200	17,940		
GENEVA		D	10,800	10,470		
HENRY		D	6,300	6,230		
HOUSTON	M	C	35,500	35,100		
GEORGIA						
EARLY		D	4,400	4,330		
SEMINOLE		D	3,500	3,440		
676 DULUTH-SUPERIOR			177,400	174,000	98	.165
MICHIGAN						
GOGEBIC		D	7,500	7,280		
MINNESOTA						
CARLTON	M	D	12,200	12,050		
COOK		D	2,400	2,220		
ITASCA		D	17,300	17,080		
KOOCHICHING		D	5,200	5,040		
LAKE		D	4,700	4,640		
ST LOUIS	M	B	81,400	79,930		
WISCONSIN						
ASHLAND		D	6,600	6,420		
BAYFIELD		D	6,300	6,120		
DOUGLAS	M	B	17,700	17,510		
IRON		D	2,700	2,670		
SAWYER		D	6,700	6,460		
WASHBURN		D	6,700	6,580		
765 EL PASO			277,700	273,120	98	.259
NEW MEXICO						
DONA ANA		C	61,700	59,930		
TEXAS						
CULBERSON		D	900	850		
EL PASO	M	B	214,100	211,380		
HUDSPETH		D	1,000	960		
565 ELMIRA			94,200	92,420	98	.088
NEW YORK						
CHEMUNG	M	C	33,700	33,300		
SCHUYLER		D	7,100	6,960		
STEUBEN		C	37,800	37,040		
PENNSYLVANIA						
TIOGA		D	15,600	15,120		
516 ERIE			157,800	155,720	99	.148
PENNSYLVANIA						
CRAWFORD		C	34,900	34,190		
ERIE	M	B	105,700	104,640		
WARREN		D	17,200	16,890		
801 EUGENE			225,800	216,450	96	.205
OREGON						
BENTON		C	29,800	28,090		
COOS		C	25,800	24,450		
DOUGLAS		C	39,200	37,610		
LANE	M	B	131,000	126,300		
802 EUREKA			58,600	54,650	93	.052
CALIFORNIA						
DEL NORTE		D	8,900	8,220		
HUMBOLDT	M	C	49,700	46,430		

DESIGNATED MARKET AREA** / STATE / COUNTY		COUNTY SIZE*	TOTAL HOUSEHOLDS	TV HOUSEHOLDS	% TV PENE-TRATION	% OF U.S. TV HOUSEHOLDS
649 EVANSVILLE			282,600	279,190	99	.265
ILLINOIS						
EDWARDS		D	2,800	2,790		
WABASH		D	5,100	5,030		
WAYNE		D	7,100	7,000		
WHITE		D	6,400	6,330		
INDIANA						
DUBOIS		D	15,000	14,850		
GIBSON		D	12,800	12,670		
PERRY		D	6,900	6,810		
PIKE		D	5,300	5,220		
POSEY	M	B	10,300	10,180		
SPENCER		D	7,800	7,690		
VANDERBURGH	M	B	71,900	71,200		
WARRICK	M	B	19,500	19,340		
KENTUCKY						
DAVIESS		C	36,200	35,760		
HANCOCK		D	3,100	3,040		
HENDERSON	M	B	18,000	17,900		
HOPKINS		D	18,600	18,150		
MCLEAN		D	3,800	3,750		
MUHLENBERG		D	12,000	11,770		
OHIO		D	9,000	8,850		
UNION		D	5,400	5,360		
WEBSTER		D	5,600	5,500		
745 FAIRBANKS			31,700	30,230	95	.029
ALASKA						
FAIRBNKS-PLUS		C	31,700	30,230		
724 FARGO-VALLEY CITY			229,600	225,830	98	.214
MINNESOTA						
BECKER		D	11,800	11,540		
CLAY		C	18,500	18,400		
CLEARWATER		D	3,300	3,210		
KITTSON		D	2,200	2,170		
LAKE OF WOODS		D	1,600	1,530		
MAHNOMEN		D	1,800	1,750		
MARSHALL		D	4,000	3,950		
NORMAN		D	3,000	2,930		
OTTER TAIL		D	23,300	22,770		
PENNINGTON		D	5,300	5,210		
POLK		D	11,500	11,390		
RED LAKE		D	1,700	1,650		
ROSEAU		D	5,900	5,720		
WILKIN		D	2,800	2,790		
NORTH DAKOTA						
BARNES		D	5,000	4,930		
BENSON		D	2,500	2,440		
CASS		C	51,100	50,210		
CAVALIER		D	1,900	1,870		
DICKEY		D	2,200	2,160		
EDDY		D	1,200	1,190		
FOSTER		D	1,600	1,580		
GRAND FORKS		C	24,000	23,610		
GRIGGS		D	1,200	1,190		
LA MOURE		D	1,900	1,890		
NELSON		D	1,800	1,780		
PEMBINA		D	3,300	3,220		
RAMSEY		D	4,900	4,820		
RANSOM		D	2,500	2,420		
RICHLAND		D	6,700	6,610		
SARGENT		D	1,800	1,780		
STEELE		D	1,000	1,000		
STUTSMAN		D	8,700	8,610		
TOWNER		D	1,400	1,370		
TRAILL		D	3,400	3,380		
WALSH		D	4,800	4,760		
513 FLINT-SAGINAW-BAY CITY			457,600	453,740	99	.430
MICHIGAN						
ARENAC		D	6,600	6,550		
BAY	M	B	42,400	42,200		
GENESEE	M	B	168,900	167,520		
GLADWIN		D	10,400	10,320		
GRATIOT		D	15,200	14,970		
HURON		D	13,900	13,680		
IOSCO		D	10,700	10,550		
ISABELLA		D	21,600	21,340		
MIDLAND	M	B	31,700	31,500		
OGEMAW		D	8,800	8,860		
SAGINAW	M	B	79,500	78,900		
SHIAWASSEE		C	26,400	26,140		
TUSCOLA		D	21,400	21,210		

M METRO COUNTY OF DMA MARKET
NM METRO COUNTY OF NON-DMA MARKET

* SEE PAGE A FOR COUNTY SIZE DEFINITIONS
** SEE PAGE A FOR DMA CODE AND NAME DEFINITION

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APPENDIX F

ATTACHMENT 2

Significantly-Viewed Counties – WKBD, 50, Detroit

Michigan

Genesee
WNEM-TV, 5, Bay City, MI
WJRT-TV, 12, Flint, MI
+WSMH, 66, Flint, MI
#WJBK, 2, Detroit, MI[24]
#WDIV, 4, Detroit, MI (formerly WWJ)[25]
#WXYZ-TV, 7, Detroit, MI[26]
WKBD-TV, 50, Detroit, MI
WLNS-TV, 6, Lansing, MI (formerly WJIM)

Lenawee
WJBK, 2, Detroit, MI
WDIV, 4, Detroit, MI (formerly WWJ)
WXYZ-TV, 7, Detroit, MI
CBET, 9, Canada (formerly CKLW)
WKBD-TV, 50, Detroit, MI
WTOL-TV, 11, Toledo, OH
WTVG, 13, Toledo, OH (formerly WSPD)
WNWO-TV, 24, Toledo, OH (formerly WDHO)
+WUPW, 36, Toledo, OH

Ohio

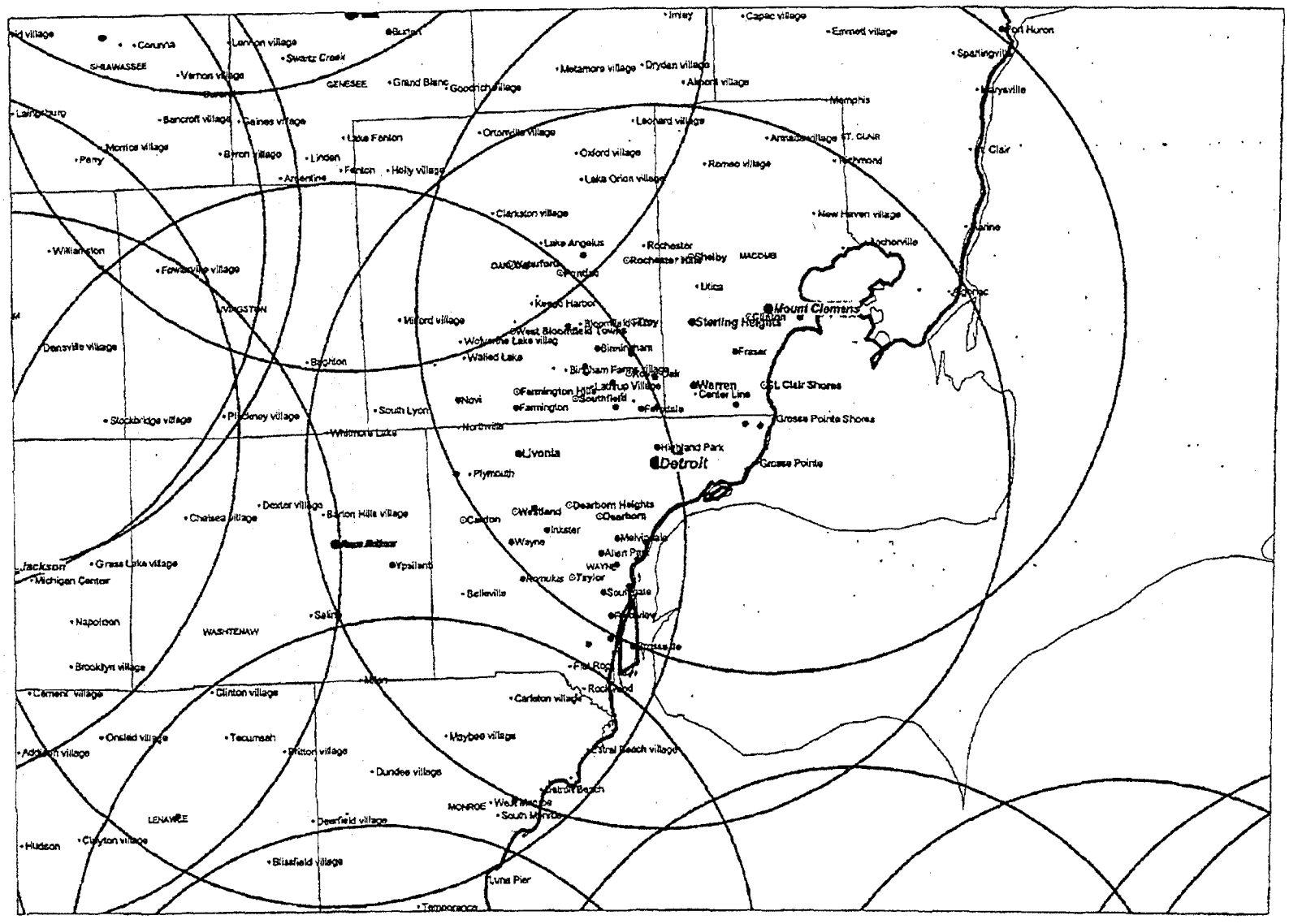
Lucas
WTOL-TV, 11, Toledo, OH
WTVG, 13, Toledo, OH (formerly WSPD)
WNWO-TV, 24, Toledo, OH (formerly WDHO)
+WUPW, 36, Toledo, OH
WJBK, 2, Detroit, MI
WXYZ-TV, 7, Detroi, MIt
+WKBD-TV, 50, Detroit, MI

Wood
WTOL-TV, 11, Toledo, OH
WTVG, 13, Toledo, OH (formerly WSPD)
WNWO-TV, 24, Toledo, OH (formerly WDHO)
+WUPW, 36, Toledo, OH
WKBD-TV, 50, Detroit, MI

KESSLER

APPENDIX F

ATTACHMENT 3


Corunna
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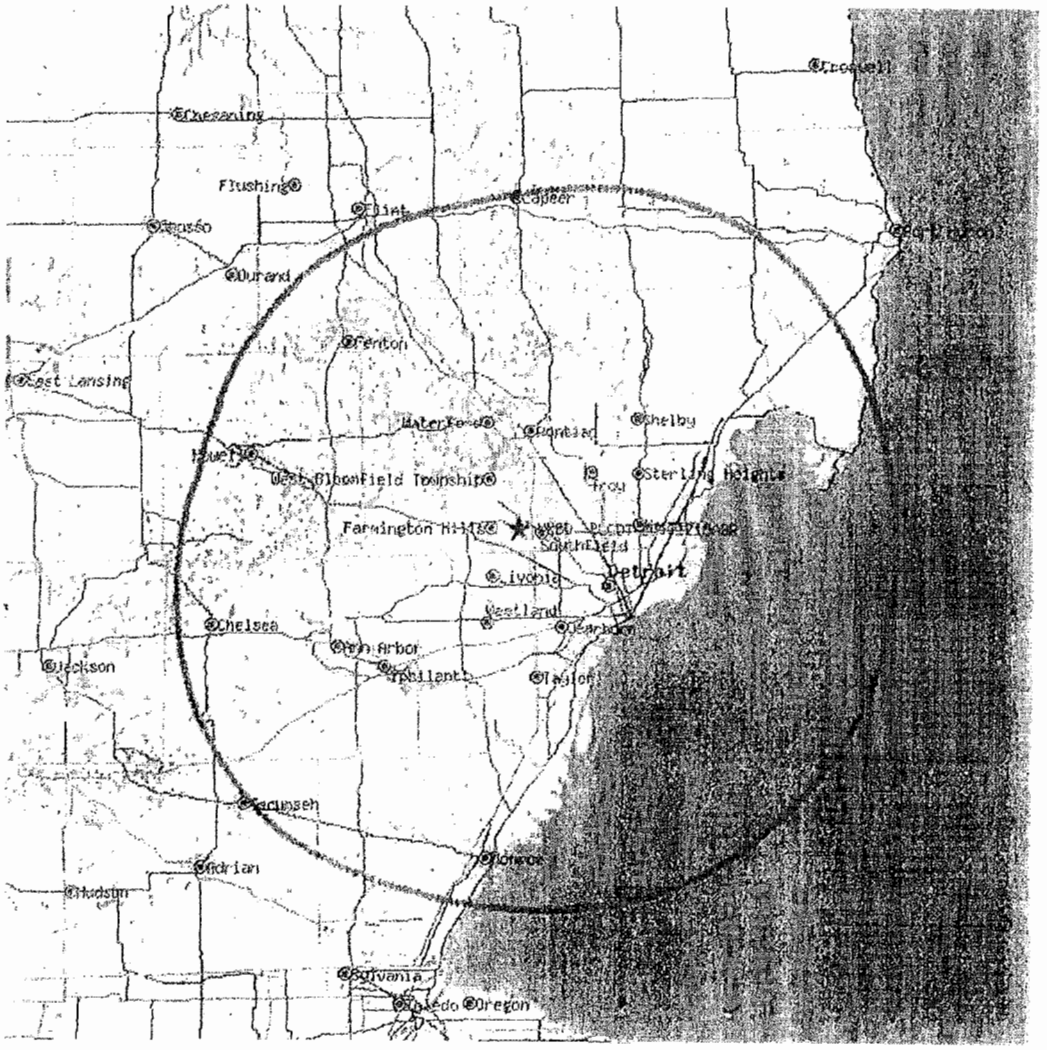
Swartz Creek
Burton
SHIAWASSEE
Vernon village
GENESEE
Grand Blanc
Goodrich village
Imlay
Capac village
Emmett village
Port Huron
Sparlingville
Marysville
Metamora village
Dryden village
Almont village
Memphis
Lainsburg
Bancroft village
Gaines village
Lake Fenton
Ortonville village
Leonard village
Armada village
ST. CLAIR
Morrice village
Perry
Byron village
Linden
Fenton
Holly village
Oxford village
Romeo village
Richmond
Ann Arbor
Lake Orion village
Clarkston village
New Haven village
Marine
Williamston
Fowlerville village
Lake Angelus
Rochester
Rochester Hills
Shelby
MACOMB
Utica
Mount Clemens
Sterling Heights
Fraser
Warren
Center Line
St. Clair Shores
Grosse Pointe Shores
Grosse Pointe
Detroit
Highland Park
Livonia
Plymouth
Northville
Novi
Farmington
Farmington Hills
Southfield
Ferndale
Birmingham
Bloomfield Hills
Bloomfield Village
West Bloomfield Township
Wolverine Lake village
Walled Lake
Milford village
Kensington
Brighton
South Lyon
Whitmore Lake
Pinckney village
Stockbridge village
Dansville village
LIVINGSTON
Dexter village
Chelsea village
Burton Hills village
Grass Lake village
Jackson
Michigan Center
Ypsilanti
Belleville
Wayne
Inkster
Westland
Dearborn Heights
Dearborn
Melvindale
Allen Park
Romulus
Taylor
Southgate
Riverview
Gibraltar
Flat Rock
Rockwood
Carleton village
Napoleon
WASHTENAW
Saline
Brooklyn village
Cement village
Clinton village
Tecumseh
Onsted village
Adrian village
Britton village
Dundee village
Maybee village
Estral Beach village
Detroit Beach
MONROE
West Monroe
South Monroe
LENAWEE
Deerfield village
Hudson
Clayton village
Blissfield village
Luna Pier
Temperance

KESSLER

APPENDIX F

ATTACHMENT 4


Chesaning
Flushing
Flint
Capac
Owosso
Durand
Fenton
East Lansing
Shelby
Sterling Heights
Troy
Farmington Hills
Southfield
Detroit
Livonia
Westland
Dearborn
Chelsea
Ann Arbor
Ypsilanti
Jackson
Tecumseh
Adrian
Hudson
Sylvania
Toledo
Oregon

TAB B

MPAA EXHIBIT 359

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

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

Rebuttal Testimony of

Marsha E. Kessler

May 15, 2013

REBUTTAL TESTIMONY OF MARSHA E. KESSLER

My name is Marsha E. Kessler. Prior to my retirement in August 2010, I served as Vice-President, Retransmission Royalty Distribution, at Motion Picture Association of America ("MPAA"), a position I held, under various titles, for about 28 years. You may find details of my background and experience in my direct testimony in this proceeding, which was submitted to the Copyright Royalty Judges ("Judges") on May 30, 2012.

I. PURPOSE OF TESTIMONY

The purpose of my rebuttal testimony is two-fold. First, I describe the Phase I programming categories that the Phase I Parties have relied on since the early days of the Copyright Royalty Tribunal ("CRT"), and which I applied consistently throughout my tenure at MPAA in order to determine the correct categorization of programming for MPAA's special Nielsen Studies commissioned in connection with Phase I royalty proceedings since the early 1980s. These Phase I categories are mutually exclusive, and they have formed the basis for the distribution of hundreds of millions of dollars of Section 111 royalties over the course of the last thirty years.

Second, I explain the results of an investigation Jane Saunders of MPAA and I conducted from March to May, 2013, in which we contacted certain MPAA-represented entities whose names also appeared in Exhibit IPG-1 to the Written

Direct Testimony of Raul C. Galaz, which was filed on May 30, 2012 and later amended on August 20, 2012. As explained later in my testimony, the MPAA-represented claimants we contacted uniformly reported that they had either (1) terminated their representation agreements with IPG many years ago, or (2) understood that such agreements had long-since expired pursuant to their own terms. All of the MPAA-represented claimants we contacted confirmed that MPAA is their designated Phase II representative in this proceeding for some or all of the 2000 to 2003 cable royalty years.

II. THE PHASE I CATEGORIES

Since the first cable royalty distribution proceeding covering the 1978 royalty year, the CRT, and then later the Copyright Arbitration Royalty Panels ("CARP"), divided their royalty distribution cases into Phase I and Phase II proceedings. In Phase I, the CRT or the CARP allocated the entire royalty fund among broadly defined Phase I program categories. In Phase II, to the extent necessary, the CRT or the CARP resolved disputes among different claimants or groups of claimants within a single Phase I category as to the internal division of the category's Phase I allocation.

The Phase I categories themselves developed over the course of the first few years of CRT proceedings. In response to requests by various parties for rulings on close or disputed questions about which category should be treated as encompassing particular programs, the CRT refined the category definitions

through declaratory rulings and rulings published as a part of its final determinations. *See, e.g.*, 1984 Cable Royalty Distribution Proceeding, 52 Fed. Reg. 8408, 8416 (Mar. 17, 1987); Advisory Opinion, Docket No. CRT 85-4 84 CD (May 16, 1986).

Attached to my testimony as Addendum A is a copy of the May 16, 1986 CRT Advisory Opinion cited above. I am aware of this CRT Advisory Opinion not only because I was tasked with applying the Phase I categories as a routine part of my job while I was working at MPAA, but also because IPG introduced the document as a cross-examination exhibit during the 1997 Cable Phase II Proceeding as IPG Exhibit 12x. I testified during the 1997 Cable Phase II Proceeding as a witness for MPAA, and was cross-examined by IPG's counsel during the hearing concerning IPG Exhibit 12x. Based on this experience, I can say with confidence that IPG was well aware of the contents of the CRT Advisory Opinion long before the Judges commenced this current Phase II proceeding.

The eight Phase I categories that were established during the CRT period are attached to my testimony as Addendum B. These categories are mutually-exclusive and they are intended to cover all non-network television programming (plus the music that is performed during those programs) on stations retransmitted as distant signals by U.S. cable systems. During my tenure at MPAA, I advised both Nielsen and Tribune Media Services regarding the process of assigning individual television programs to one (and only one) of the designated categories.

MPAA's Nielsen Studies have long been an important piece of evidence underlying the CRT, CARP, and the Judges' Phase I distribution orders, having been introduced in every litigated Phase I distribution proceeding since the early 1980s. I am also aware that virtually every participant in a Phase I proceeding has relied on these program categories for (1) presentation of evidence, and (2) partial and final distribution of royalties.

III. MPAA-REPRESENTED CLAIMANTS APPEARING IN EXHIBIT IPG-1

At MPAA's request, I reviewed Mr. Galaz's written direct testimony in this proceeding. During my review, I discovered that certain entities listed on Exhibit IPG-1 as "IPG-represented Claimants" in the Program Suppliers category are actually MPAA-represented Program Suppliers for some or all of the 2000 through 2003 royalty years. Some of these "overlapping" claimants were dismissed from IPG's case by the Judges in their March 21, 2013 Memorandum Opinion and Order Following Preliminary Hearing On Validity Of Claims.[1]

Starting in March 2013, Jane Saunders of MPAA and I began contacting the remaining overlapping claimants to ask them to clarify whether IPG or MPAA is their authorized Phase II representative for purposes of this proceeding. Between January and May 2013, we had telephone calls with authorized representatives of the following entities, all of whom appear on Exhibit IPG-1:

[1] The overlapping claimants that were dismissed pursuant to the March 21 Order are the twelve entities identified in that Order as represented by Fintage Publishing and Collection, B.V., as well as O. Atlas Enterprises, Sandra Carter Productions, Scholastic Entertainment, Inc., and Ward Productions.

BBC Worldwide

DreamWorks LLC

Litton Syndications, Inc.

Marty Stouffer Productions, Ltd.

Martha Stewart Living Omnimedia

Reel Funds International

Remodeling Today d/b/a Today's Homeowner

Television Syndication Company (TVS)

United States Olympic Committee

Urban Latino TV LLC (cka American Latino)

Venevision International

During my telephone conversations with authorized representatives of these entities, I learned that the majority of them had previously terminated their representation agreements with IPG. Following these telephone calls, authorized representatives for nine of the eleven entities listed above took it upon themselves to make filings with the Copyright Royalty Board notifying the Judges that they had previously terminated their relationships with IPG and confirming that MPAA, and not IPG, is their authorized Phase II representative for some or all of the 2000-2003 cable royalty years. Some of these filings were accompanied by copies of correspondence with IPG that I understand was never produced to

MPAA in discovery in this proceeding. Certified copies of these filings are attached to my testimony as Addendum C.

The two remaining entities listed above that are not covered by the filings in Addendum C are the United States Olympic Committee ("USOC") and Martha Stewart Living Omnimedia ("MSLO"). I discuss each of these overlapping claimants below.

USOC informed me that they terminated their representation agreement with IPG on January 22, 2003. Attached hereto as Addendum D is a copy of the USOC termination letter which I received directly from USOC. I understand that IPG never produced a copy of the USOC termination letter to MPAA in discovery in this proceeding.

MSLO reviewed its records and informed me that its representation agreement with IPG is limited to the 2000 royalty year and does not apply to any later royalty years. Starting with royalty year 2001, MSLO confirmed that MPAA is its authorized Phase II representative.

IV. ADDITIONAL TERMINATION CORRESPONDENCE

In the course of my conversations with the overlapping claimants discussed above, one other Exhibit IPG-1 entity who previously notified the Judges that it had terminated its relationship with IPG was brought to my attention. On June 7, 2007, Farm Journal Electronic Media notified the Judges that IPG was not authorized to assert claims on its behalf for the 2001, 2002, and

2003 royalty years. A certified copy of this correspondence is attached to my testimony as Addendum E.

Thank you for the opportunity to present the information in this testimony. I hope it will be helpful in the Judges' deliberations.

DECLARATION OF MARSHA E KESSLER

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

Executed on May 15, 2013

Marsha E. Kessler

Marsha E. Kessler

5280460.4/43507-00063

KESSLER REBUTTAL TESTIMONY

ADDENDUM A

P.S. EXHIBIT NO EXHIBIT # — OFF. NO

186- 12X

1111 20th Street, N.W.
Suite 450
Washington, D.C. 20036
(202) 653-5175

In the Matter of }
}
1984 Cable Royalty } Docket No. CRT 85-4 84CD
Distribution Proceeding}

ADVISORY OPINION

On April 18, 1986, the Program Suppliers moved for declaratory rulings regarding program categorization in their 1984 Nielsen Special Study of distant viewing. The Program Suppliers asked: (a) Whether programs produced or originated uniquely for a single group of commonly-owned stations and not licensed to or broadcast by any other station should be included in the "Local" category; (b) whether the "Other" category should continue to include all telethons, coverage of political events, and parades, as well as "filler," "rain delay," "to be announced," and foreign language programs on non-specialty stations; (c) should the Tribunal determine telethons, coverage of political events, and parades are not to be included in "Other," what criteria are to be used to classify these programs, as they are rarely, if ever, listed in the BIB Book, ROSP, or SPA; and (d) whether individual programs on foreign-language specialty stations are to be classified separately. The Program Suppliers also listed their definitional instructions to Nielsen in the appendix to their motion.

The Tribunal received comments from the Joint Sports Claimants, NAB, Multimedia, and reply comments from the Program Suppliers. In addition to commenting, NAB proposed that the Tribunal institute a general rulemaking to define all program types used by the Tribunal in Phase I proceedings.

The Tribunal considers that it is sufficient at this time to issue an advisory opinion in areas where it believes have been of most concern to all parties. It is the Tribunal's opinion that:

a) "Local programs" are programs licensed to/produced by and broadcast by a single broadcast station during the calendar year in question, and not broadcast by any other station.
(To the extent a syndicator of a program is considered in the "local" category because he/she was able to syndicate to only one station in the calendar year, he/she would be entitled to a settlement or a Phase II proceeding in the local category.)

b) "Syndicated series and specials" are programs licensed to/produced by and broadcast by two or more broadcast stations during the calendar year in question. (The extent to which stations are commonly-owned or controlled and whether that should diminish the amount of the award are factual questions to be argued in the proceeding.)

c) Programs characterized by some parties in past proceedings as "minor sports" such as wrestling, high school athletics, coaches shows, etc., come under either the "Local" or "Syndicated Series and Specials" category.

d) Programs which have been placed in the "Other" category and/or "Specialty Station" category are more properly defined as "Local," "Syndicated Series and Specials," or "Devotional." These include telethons, parades, political events, foreign-language programs, and devotional programs on specialty stations.

Additionally, the Tribunal notes that the description of Devotional Programs listed in the Program Suppliers definitional instruction are at some variance with Tribunal utilization of this category.

e) "Devotional Programs" are programs of a primarily religious theme. They are not limited to those programs produced for/by religious institutions. The Tribunal notes that several programs produced by local stations and represented by NAB received a settlement from the Devotional Claimants in the 1983 proceeding.

Edward W. Ray
Chairman

Dated: May 16, 1986

KESSLER REBUTTAL TESTIMONY

ADDENDUM B

Phase I Claimant Category Definitions

"**Program Suppliers**." Syndicated series, specials and movies, other than Devotional Claimants programs as defined below.

Syndicated series and specials are defined as including (1) programs licensed to and broadcast by at least one U.S. commercial television station during the calendar year in question, (2) programs produced by or for a broadcast station that are broadcast by two or more U.S. television stations during the calendar year in question, and (3) programs produced by or for a U.S. commercial television station that are comprised predominantly of syndicated elements, such as music video shows, cartoon shows, "PM Magazine," and locally hosted movie shows.

"**Joint Sports Claimants**." Live telecasts of professional and college team sports broadcast by U.S. and Canadian television stations, except for programs coming within the Canadian Claimants category as defined below.

"**Commercial Television Claimants**." Programs produced by or for a U.S. commercial television station and broadcast only by that one station during the calendar year in question and not coming within the exception described in subpart (3) of the "Program Suppliers" definition.

"**Public Television Claimants**." All programs broadcast on U.S. noncommercial educational television stations.

"**Devotional Claimants**." Syndicated programs of a primarily religious theme, not limited to those produced by or for religious institutions.

"**Canadian Claimants**." All programs broadcast on Canadian television stations, except (1) live telecasts of Major League Baseball, National Hockey League, and U.S. college team sports, and (2) other programs owned by U. S. copyright owners.

"**National Public Radio**." Public radio broadcast programming.

"**Music Claimants**." Musical works performed during the course of programs that are themselves separately represented as parts of the preceding categories.

KESSLER REBUTTAL TESTIMONY

ADDENDUM C

COPYRIGHT ROYALTY JUDGES
The Library of Congress
Washington, D.C.

In re	
Distribution of 2000, 2001, 2002 and 2003 Cable Royalty Funds	**Docket No. 2008-2 CRB CD 2000-2003 (Phase II)**

DOCUMENT CERTIFICATION FROM THE COPYRIGHT ROYALTY BOARD FILES

I certify that, under my direction, the staff of the Copyright Royalty Board (CRB) has made a reasonable search of available files at the CRB. I certify that the documents attached to this Certification are a true copy of the documents maintained in the office of the CRB. The attached certified documents are:

- Joint Notice Concerning Representation, filed by Urban Latino, TV, LLC Dated April 17, 2013
- Notice Concerning Representation, filed by Litton Syndications, Dated April 25, 2013
- Letter from Marty Stouffer of Mary Stouffer Productions, Ltd, Dated April 26, 2013.

SIGNED this 7 day of May 2013.

Suzanne M. Barnett
Chief Copyright Royalty Judge

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

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

JOINT NOTICE CONCERNING REPRESENTATION

Urban Latino TV, LLC ("Urban Latino"); Remodeling Today, Inc. d/b/a Today's Homeowner ("Today's Homeowner"); and The Television Syndication Company, Inc. ("TVS") (each a "Claimant," and collectively, the "Claimants"), hereby give notice through their counsel that Claimants terminated their respective agreements with Worldwide Subsidy Group and/or Independent Producers Group (together, "IPG") and are no longer represented by IPG. The Claimants further give notice that they have authorized undersigned counsel to represent their interests in cable and satellite statutory license proceedings before the Copyright Royalty Judges ("Judges"). For purposes of the instant 2000-2003 Cable Phase II Proceeding, Claimants have designated the Motion Picture Association of America, Inc. ("MPAA") as their Phase II representative. Contrary to IPG's representation to the Judges in the captioned proceeding, IPG is not authorized to represent Claimants.

I. Claimants Terminated Their Representation Agreements With IPG

On May 28, 2003, Urban Latino sent a letter to IPG via certified mail terminating its representation agreement with IPG, effective immediately. *See* Letter to Marian Oshita from Robert G. Rose, dated May 28, 2003 (attached hereto as Exhibit A). Urban Latino also

instructed IPG to cease from filing claims on its behalf and to "assign any claims under that [terminated] agreement that were made on behalf of Artist and Idea Management or Urban Latino TV to Hammerman, PLLC." *See id.* Urban Latino further instructed IPG to notify all copyright collectives that IPG was no longer authorized to continue to, or to claim, to represent Urban Latino. *See id.*

On March 1, 2004, Today's Homeowner sent a letter to IPG terminating its representation agreement with IPG, effective immediately. *See* Letter to Marian Oshita from Daniel C. Lipford, dated March 1, 2004 (attached hereto as Exhibit B). Today's Homeowner instructed IPG to cease from filing claims on its behalf and to "assign any claims under that [terminated] agreement that were made on behalf our [sic] programming to Hammerman, PLLC." *See id.* Today's Homeowner further instructed IPG to notify all copyright collectives that IPG was no longer authorized to continue to, or to claim, to represent Today's Homeowner. *See id.*

On April 29, 2004, TVS sent a letter to IPG terminating its representation agreement with IPG, effective immediately. *See* Letter to Marian Oshita from Cassie Yde, dated April 29, 2004 (attached hereto as Exhibit C). TVS instructed IPG to cease filing claims on its behalf and to "assign any claims under any agreements that were made on behalf our [sic] programming to Hammerman, PLLC." *See id.* TVS further instructed IPG to notify all copyright collectives that IPG was no longer authorized to continue to, or to claim, to represent TVS. *See id.*

II. Claimants Have Not Authorized IPG To Represent Their Interests In This Proceeding.

Notwithstanding the attached termination correspondence, Claimants have learned that IPG listed them as "IPG-represented claimants" in Exhibit IPG-1 to its Written Direct Statement in the instant proceeding. Such listing was not authorized by Claimants, and should not be

considered by the Judges. Claimants hereby request that their names be stricken from Exhibit IPG-1, and that any Section 111 royalties due to Claimants be instead assigned to their authorized Phase II representative, MPAA.

Respectfully submitted,

Edward S. Hammerman, Esq.
D.C. Bar No. 460506
Intermediary Copyright Royalty Services
a division of Hammerman PLLC
Telephone: (202) 686-2887
Facsimile: (202) 318-5633
ted@copyrightroyalties.com

Dated: April 17, 2013

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of April, 2013, a copy of the foregoing document was sent by Federal Express overnight mail to the parties listed on the attached service list.

Edward S. Hammerman, Esq.

SERVICE LIST

DEVOTIONAL CLAIMANTS

Clifford M. Harrington
PILLSBURY WINTHROP SHAW
PITTMAN, LLP
2300 N Street, N.W.
Washington, D.C. 20037-1128

MPAA-REPRESENTED PROGRAM SUPPLIERS

Gregory O. Olaniran
Lucy Holmes Plovnick
MITCHELL SILBERBERG & KNUPP LLP
1818 N Street NW, 8th Floor
Washington, D.C. 20036

INDEPENDENT PRODUCERS GROUP

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

JOINT SPORTS CLAIMANTS

Robert Alan Garrett
Stephen K. Marsh
James R. Woods
ARNOLD & PORTER LLP
555 Twelfth Street, N.W.
Washington, D.C. 20004-1206

Philip R. Hochberg
LAW OFFICE OF PHILIP R. HOCHBERG
12505 Park Potomac Avenue
6th Floor
Potomac, MD 20854

Ritchie T. Thomas
Iain McPhie
Christine Henter
SQUIRE, SANDERS & DEMPSEY LLP
1200 19th Street N.W.
Washington, D.C. 20036

Thomas J. Ostertag
OFFICE OF THE COMMISSIONER OF BASEBALL
245 Park Avenue
New York, NY 10167

Exhibit A

[redacted]

ARTIST & IDEA MANAGEMENT

May 28th, 2003

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

Dear Ms. Oshita:

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

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

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

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

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

Sincerely,

Robert G. Rose

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

Exhibit B

Today's Homeowner with Danny Lipford

March 1, 2004

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

Dear Ms. Oshita:

The purpose of this letter is to terminate any agreements by and between Remodeling Today, Inc. and/or Danny Lipford, owner of the television program, "Today's Homeowner with Danny Lipford," and Independent Producers Group effective immediately. Neither Worldwide Subsidy Group d/b/a Independent Producers Group, nor any other agents, affiliates, or assignees of your organization(s) are authorized to claim to represent, to represent, or to file any more documentation for pending or future claims for my company in any domestic or international matters.

You are hereby instructed to assign any claims under that agreement that were made on behalf our programming to Hammerman, PLLC. You will be compensated fully for any claims in which you have rendered services under the terms of any valid agreement up through television programming years 2003 for cable and satellite retransmission royalty claims filed at the United States Copyright Office.

Please provide me with a detailed status report, copies of, and an accounting for all claims filed on behalf of "Today's Homeowner with Danny Lipford" domestically and internationally by March 15, 2004. That information and all further communications should be directed to our attorney Edward S. Hammerman, Esq., Intermediary Copyright Royalty Services, a division of Hammerman, PLLC, 5335 Wisconsin Avenue, N.W., Suite 440, Washington, D.C. 20015-2052.

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

Sincerely,

Daniel C. Lipford

1480 Cody Road South • Mobile, Alabama 36695
251/633-4420 • Fax: 251/633-2043 • www.dannylipford.com

Exhibit C

TVS
THE TELEVISION
SYNDICATION
COMPANY, INC.

April 29, 2004

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

Dear Ms. Oshita:

The purpose of this letter is to terminate any agreements by and between The Television Syndication Company, Inc., owner and/or rights holder of the television programs, "Did You Ever Wonder," "Canterbury Cinema Classics," "Healthquest," "Hiking Adventures in America's National Parks," "NewsWatch," "Reel Planet," "Route 66: The Road That Built America," "Waiting for Christmas," "Real Life 101," and any other television programs, and Worldwide Subsidy Group effective immediately. Neither Worldwide Subsidy Group d/b/a Independent Producers Group, nor Independent Producers Group d/b/a Worldwide Subsidy Group, nor any other agents, affiliates, or assignees of your organization(s) are authorized to claim to represent, to represent, or to file any more documentation for pending or future claims for my company in any domestic or international matters.

You are hereby instructed to assign any claims under any agreements that were made on behalf our programming to Hammerman, PLLC. You will be compensated fully for any claims in which you have rendered services under the terms of any valid agreement up through television programming year 2002 for cable and satellite retransmission royalty claims filed at the United States Copyright Office or with collectives in Canada. However, to receive any further compensation, you must provide proof of representation with a fully executed copy of any agreement you claim exists between my Company and your own. You are not authorized to file claims for television programming year 2003.

Please provide me with a detailed status report, copies of, and an accounting for all claims filed on behalf of all programs retransmitted domestically and internationally by May 14, 2004. That information and all further communications should be directed to our attorney Edward S. Hammerman, Esq., Intermediary Copyright Royalty Services, a division of Hammerman, PLLC, 5335 Wisconsin Avenue, N.W., Suite 440, Washington, D.C. 20015-2052.

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

Sincerely,

Cassie Yde

Cassie Yde.

501 Sabal Lake Drive, Suite 105 ★ Longwood, FL 32779 USA
PHONE: (407) 788-6407 ★ FAX: (407) 788-4397 ★ E-MAIL: TVSCO@prodigy.net ★ WEBSITE: www.TVSco.com

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

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

NOTICE CONCERNING REPRESENTATION

Litton Syndications, Inc. (hereinafter "LSI"), hereby gives notice through its counsel that LSI terminated its representation agreement with Worldwide Subsidy Group and/or Independent Producers Group (together, "IPG") and is no longer represented by IPG. LSI further gives notice that it has authorized the Motion Picture Association of America, Inc. ("MPAA") to represent its interests in cable and satellite statutory license proceedings before the Copyright Royalty Judges ("Judges"). For purposes of the instant 2000-2003 Cable Phase II Proceeding, LSI has designated MPAA as its Phase II representative. Contrary to IPG's representation to the Judges in the captioned proceeding, IPG is not authorized to represent LSI as to any cable royalty year at issue.

I. LSI Terminated Its Representation Agreement With IPG.

On August 13, 2002, Peter Sniderman of LSI sent IPG a letter terminating its representation agreement with IPG due to "the unethical practices of one of [IPG's] principals (Raul Galaz)." *See* Copy Of Letter to Worldwide Subsidy Group from Peter Sniderman, dated August 13, 2002 (attached hereto as Exhibit A). Thereafter, on August 17, 2004, LSI sent IPG a second letter informing IPG that LSI was terminating "all relationships with IPG/WSG," due to

IPG's material breach of its contract with LSI. *See* Copy of Letter to Marian Oshita from Peter Sniderman, dated August 17, 2004 (attached hereto as Exhibit B). In this letter, LSI informed IPG that "IPG/WSG no longer represents LSI and its programming in any matter and may no longer hold itself out as doing so." *See id.*[1]

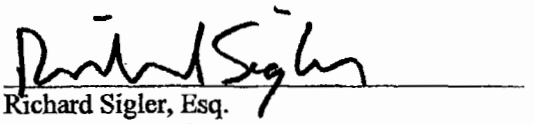
Years later, starting on May 11, 2012, LSI began receiving unsolicited email correspondence from IPG concerning LSI programming for the years 2000-2003. *See* May 2012 Email correspondence from Denise Vernon to LSI (attached hereto as Exhibit C). On May 18, 2012, Mr. Sniderman informed Ms. Vernon that LSI "long ago terminated [its] agreement with WSG for fraud in the inducement fraudulent behavior, and material breach." Mr. Sniderman further informed Ms. Vernon to "cease and desist" her attempts to collect royalties on behalf of LSI. *See id.*

II. LSI Has Not Authorized IPG To Represent Its Interests In This Proceeding.

As the attached correspondence demonstrates, IPG is not authorized to represent LSI in cable or satellite royalty proceedings before the Judges. LSI recently learned that IPG listed LSI as a "IPG-represented claimant" in Exhibit IPG-1 to its Written Direct Statement in the instant proceeding. Such listing was not authorized by LSI, and should not be considered by the Judges. LSI hereby requests that its name be stricken from Exhibit IPG-1, and that any Section 111 royalties due to LSI be assigned instead to LSI's authorized Phase II representative, MPAA.

[1] Both Exhibit A and Exhibit B are Word copies of Mr. Sniderman's correspondence with IPG, retrieved from LSI's electronic files. Mr. Sniderman can verify that he personally sent both letters to IPG via U.S. mail on the dates indicated on the correspondence.

Respectfully submitted,



Richard Sigler, Esq.
C.A. Bar No. 048673
Attorney At Law
433 N. Camden Dr., Suite 400
Beverly Hills, CA 90210-4408
Telephone: (310) 547-3660
Facsimile: (310) 507-0260
SiglerLaw@aol.com

Dated: April 23, 2013

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of April, 2013, a copy of the foregoing document was sent by Federal Express overnight mail to the parties listed on the attached service list.

Richard Sigler, Esq.

SERVICE LIST

DEVOTIONAL CLAIMANTS

Clifford M. Harrington
PILLSBURY WINTHROP SHAW
PITTMAN, LLP
2300 N Street, N.W.
Washington, D.C. 20037-1128

MPAA-REPRESENTED PROGRAM SUPPLIERS

Gregory O. Olaniran
Lucy Holmes Plovnick
MITCHELL SILBERBERG & KNUPP LLP
1818 N Street NW, 8th Floor
Washington, D.C. 20036

INDEPENDENT PRODUCERS GROUP

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

JOINT SPORTS CLAIMANTS

Robert Alan Garrett
Stephen K. Marsh
James R. Woods
ARNOLD & PORTER LLP
555 Twelfth Street, N.W.
Washington, D.C. 20004-1206

Philip R. Hochberg
LAW OFFICE OF PHILIP R. HOCHBERG
12505 Park Potomac Avenue
6th Floor
Potomac, MD 20854

Ritchie T. Thomas
Iain McPhie
Christine Henter
SQUIRE, SANDERS & DEMPSEY LLP
1200 19th Street N.W.
Washington, D.C. 20036

Thomas J. Ostertag
OFFICE OF THE COMMISSIONER OF BASEBALL
245 Park Avenue
New York, NY 10167

EXHIBIT A

August 13, 2002

Worldwide Subsidy Group
9903 Santa Monica Blvd., Suite 655
Beverly Hills, CA 90212

To Whom It May Concern:

This notice is to inform you that we wish to terminate our agreement with your company immediately due to the unethical practices of one of your principals (Raul Galaz.)

From this point forward, we request that you stop representing our properties in the marketplace.

Sincerely,

Pete Sniderman

EXHIBIT B

August 17, 2004

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

Dear Marian:

As you know, the undersigned Litton Syndications, Inc., ("LSI") had previously entered into a Representation Agreement with you ("IPG/WSG") dated as of February 2, 1999, (the "Representation Agreement") which LSI previously terminated for IPG/WSG's breach. Notwithstanding such termination, LSI continued to allow IPG/WSG to pursue a cable/satellite retransmission settlement on LSI's behalf with the MPAA and Copyright Royalty Tribunal in connection with LSI programming for the period of 1998 and 1999.

Our attempts to contact you regarding your progress in this matter have resulted in ignored phone calls and emails. We are now informed you have missed a crucial deadline for filing claims on our behalf and that those claims may now have been lost as a result. Due to this material breach in your duties to LSI and its clients, LSI is hereby terminating all relationships with IPG/WSG, and will now pursue its claims directly with the parties involved. Accordingly, IPG/WSG no longer represents LSI and its programming in any matter and may no longer hold itself out as doing so.

This termination is without waiver of any rights LSI may have on account of your breach, and is not intended to be a complete statement of the facts or LSI's positions on this matter, all of which are expressly reserved.

Very truly yours,

Litton Syndications, Inc.

By:

Peter Sniderman
VP/ Business Affairs

EXHIBIT C

From: worldwidesg@aol.com [mailto:worldwidesg@aol.com]
Sent: Friday, May 18, 2012 12:09 PM
To: Peter Sniderman
Cc: brianb@ix.netcom.com
Subject: Re: Litton Syndications; final broadcast verification

Mr. Sniderman,

I have had an opportunity to review our file on this matter, and your statements are seriously mistaken. Initially, Litton Syndications has never sent notice of termination to WSG, at least as far as we can discern. A few years ago you asserted that termination had occurred "in 2002" in email correspondence with Raul Galaz, then failed to produce any copy of any notice of termination, despite being expressly requested to do so.

Further, your statement that you terminated the agreement with WSG for "fraud in the inducement, fraudulent behavior, and material breach" is new. Nowhere has there ever been such an allegation made against WSG by Litton Syndications, or any party.

Turning to the agreement between WSG and Littorn, it expressly provides that termination may only occur pursuant to the specifications of paragraph 8 of the agreement, which has not occurred. Also, you have previously asserted that termination occurred "in 2002". Presuming that you are refering to a "notice of termination", then pursuant to paragraph 2 of the agreement, any notice provided during 2002 would result in the "Term" concluding no earlier than December 31, 2002, and possibly later. Paragraph 4 of the agreement, in turn, establishes that WSG's rights continue indefinitely for royalties attributable to the Term, and that WSG retains the ability to commission any royalties "applicable to the Term, or prior to the Term, irrespective of when such Distribution Proceeds are payable." Paragraph 3 requires Litton Syndications to cooperate with WSG, including by identifying all of its programming.

In sum, it appears as though each and every time that you communicate with WSG, your recollection of events becomes more exagerated. If you have a notice of termination, then forward it. If you have evidence of "fraud in the inducement, fraudulent behavior, and material breach", or even anything to suggest that you have previously made such an allegation toward WSG, then forward it. Regardless, even based on your asserted timeline, WSG remains entitled, in a worst case scenario, to collect on royalties attributable through calendar year 2002. It is therefore both an obligation and entitlement of WSG to collect these royalties, and Litton's obligation to cooperate in such collection.

WSG will not forego its rights for services it has professionally rendered. If Litton fails to cooperate, Litton will be held accountantable per paragraph 9 of the agreement. If Litton interferes with WSG's collections, it will be held accountable for breach of the agreement, and could further be sued for defamation of title and any other appropriate cause of action. If Litton publicly asserts that WSG engaged in "fraud in the inducement, fraudulent behavior, and material breach", I personally assure you that WSG will bring an action against Litton for defamation.

To be certain, I have no patience for a party riding on the coattails of WSG's work, then making false assertions as a means of avoiding its obligations. I trust this clarifies our position, and our expectation of your immediate cooperation, i.e., today, with the data that WSG has forwarded.

Denise Vernon

Worldwide Subsidy Group

Subject: **RE: Litton Syndications; final broadcast verification**
Date: 5/18/2012 7:12:38 A.M. Pacific Daylight Time
From: peter@litton.tv
To: worldwidesg@aol.com
CC:
SiglerLaw@aol.com

We long ago terminated the agreement with WSG for fraud in the inducement, fraudulent behavior, and material breach. We suspect you are well aware of the circumstances leading up to this. In fact, your efforts to collect under this expired contract are hindering our own efforts to collect. Please cease and desist attempting to do so.

Peter Sniderman
Chief Operating Officer
Litton Entertainment

From: worldwidesg@aol.com <worldwidesg@aol.com>
To: Peter Sniderman
Sent: Thu May 17 12:30:07 2012
Subject: Litton Syndications; final broadcast verification

Dear Peter,

we ABSOLUTELY need your response at this time.

Thanks,
Denise

-----Original Message-----
From: worldwidesg <worldwidesg@aol.com>
To: peter <peter@litton.tv>
Sent: Fri, May 11, 2012 8:50 am
Subject: Litton Syndications; final broadcast verification

Dear Sir/Madam,
As the final step in our process of representing your company's claim to 2000-2003 U.S. cable retransmission royalties, we have identified each broadcast of the programs that you previously informed us were owned or controlled by your company. These broadcasts appear in the attached Excel spreadsheet.
In some instances, multiple programs appear with the same title. Nevertheless, the broadcast information oftentimes provides additional information regarding the identity of the program. Consequently, and in order to preserve the integrity of your claim and the claims of all represented producers, it is imperative that your company confirm that the broadcasts appearing on the attached Excel spreadsheet were owned or controlled by your company.
At this point we need you to do two things:

1) Immediately forward a reply email confirming your receipt of this email and its attachment. A simple response with the word "Received" will suffice. If we do not receive this reply we will need to continue emailing and calling you until the delivery of the email is confirmed.
2) Immediately review the attached list of titles and identify any broadcast of a program that was not owned or controlled by your company. This must be handled in the following manner: in the column immediately next to the program title, headed **"Unclaimed Broadcast"**, place an "x" only if the particular broadcast is of a program for which the free tv rights were not owned or controlled by your company at the time of the broadcast.

We are only a few weeks away from the filing of our direct case with the U.S. Copyright Office. Consequently, it is imperative that your company complete this task immediately. Failure to immediately respond could jeopardize your receipt of royalties, and we need your response no later than **Tuesday, May 15, earlier if possible**. We realize that this is a short time frame, however your cooperation is necessary as we are analyzing over eleven million broadcasts as part of our presentation.

Finally, allow me to remind you that this email contains highly proprietary information. Do not share this information with any third party, as doing so could potentially harm both your claim and the claims of several hundred other represented claimants.

Thank you for your immediate attention to this matter.

Denise Vernon
Worldwide Subsidy Group
Attachment: Litton_Syndications.xls

From: worldwidesg@aol.com [mailto:worldwidesg@aol.com]
Sent: Friday, May 11, 2012 9:50 AM
To: Peter Snideman
Subject: Litton Syndications; final broadcast verification

Dear Sir/Madam,

As the final step in our process of representing your company's claim to 2000-2003 U.S. cable retransmission royalties, we have identified each broadcast of the programs that you previously informed us were owned or controlled by your company. These broadcasts appear in the attached Excel spreadsheet.

In some instances, multiple programs appear with the same title. Nevertheless, the broadcast information oftentimes provides additional information regarding the identity of the program. Consequently, and in order to preserve the integrity of your claim and the claims of all represented producers, it is imperative that your company confirm that the broadcasts appearing on the attached Excel spreadsheet were owned or controlled by your company.

At this point we need you to do two things:

1) Immediately forward a reply email confirming your receipt of this email and its attachment. A simple response with the word "Received" will suffice. If we do not receive this reply we will need to continue emailing and calling you until the delivery of the email is confirmed.

2) Immediately review the attached list of titles and identify any broadcast of a program that was not owned or controlled by your company. This must be handled in the following manner: in the column immediately next to the program title, headed **"Unclaimed Broadcast"**, place an "x" only if the particular broadcast is of a program for which the free tv rights were not owned or controlled by your company at the time of the broadcast.

We are only a few weeks away from the filing of our direct case with the U.S. Copyright Office. Consequently, it is imperative that your company complete this task immediately. Failure to immediately respond could jeopardize your receipt of royalties, and we need your response no later than **Tuesday, May 15, earlier if possible**. We realize that this is a short time frame, however your cooperation is necessary as we are analyzing over eleven million broadcasts as part of our presentation.

Finally, allow me to remind you that this email contains highly proprietary information. Do not share this information with any third party, as doing so could potentially harm both your claim and the claims of several hundred other represented claimants.

Thank you for your immediate attention to this matter.

Denise Vernon

Worldwide Subsidy Group

Attachment: Litton_Syndications.xls

MARTY STOUFFER PRODUCTIONS LTD.

April 26, 2013

Copyright Royalty Board
Library Of Congress
James Madison Memorial Building
101 Independence Avenue, SE
Washington, D.C. 20559-6000

RE: Royalty Claims Made By Worldwide Subsidy Group d/b/a Independent Producers Group ("IPG") in Docket No. 2008-2 CRB CD 2000-2003 (Phase II)

To Whom It May Concern,

Through this letter, Marty Stouffer Productions ("MSP") provides notice to the Copyright Royalty Board ("CRB") that MSP terminated its July 17, 2001 representation agreement with IPG in July of 2002 through a certified letter sent to IPG by MSP's outside counsel at the time, Nick McGrath, Esq. Mr. McGrath is now deceased, and MSP does not have access to his files. As a result, MSP is unable to provide the CRB with a copy of MSP's July 2002 termination letter. Notwithstanding this fact, MSP has been able to locate a copy of email correspondence that we sent to Marsha Kessler of the Motion Picture Association of America, Inc. ("MPAA") on July 16, 2002, which makes reference to the earlier termination correspondence. A copy of this email is attached to this letter for your convenience.

Please consider this letter formal notice from MSP that MSP has terminated its relationship with IPG. As a result, IPG is not authorized to represent MSP in cable or satellite royalty proceedings before the CRB. To the extent that IPG has included MSP on its list of represented claimants in the ongoing 2000-2003 Cable Phase II Proceeding, please be advised that such listing was not authorized by MSP, and should be disregarded. For purposes of the ongoing 2000-2003 Cable Phase II Proceeding, MSP has designated MPAA as its Phase II representative.

Sincerely,

Marty Stouffer, President
Marty Stouffer Productions, Ltd.
Enclosure.

POST OFFICE BOX 5057 ASPEN, COLORADO 81612, U.S.A. (970) 925-5536

Cc: Brian D. Boydston
Pick & Boydston LLP
10786 Le Conte Ave.
Los Angeles, CA 90024

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

Clifford M. Harrington
Pillsbury Winthrop Shaw Pittman, LLP
2300 N Street, N.W.
Washington, D.C. 20037-1128

Robert Alan Garrett
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James R. Woods
Arnold & Porter LLP
555 Twelfth Street, N.W.
Washington, D.C. 20004-1206

Philip R. Hochberg
Law Office Of Philip R. Hochberg
12505 Park Potomac Avenue
6th Floor
Potomac, MD 20854

Ritchie T. Thomas
Iain McPhie
Christine Henter
Squire, Sanders & Dempsey LLP
1200 19th Street N.W.
Washington, D.C. 20036

Thomas J. Ostertag
Office Of The Commissioner Of Baseball
245 Park Avenue
New York, NY 10167

COPYRIGHT ROYALTY JUDGES
The Library of Congress
Washington, D.C.

In re **Distribution of 2000, 2001, 2002 and 2003 Cable Royalty Funds**	**Docket No. 2008-2 CRB CD 2000-2003 (Phase II)**

DOCUMENT CERTIFICATION FROM THE COPYRIGHT ROYALTY BOARD FILES

I certify that, under my direction, the staff of the Copyright Royalty Board (CRB) has made a reasonable search of available files at the CRB. I certify that the document attached to this Certification is a true copy of the document that is maintained in the office of the CRB. The attached certified document is:

Notice Concerning Representation filed by DreamWorks, LLC, a subsidiary of Paramount Pictures, Docket No. 2008-2 CRB CD 2000-2003 (Phase II); (May 7, 2013).

SIGNED this 9 day of May 2013.

Suzanne M. Barnett
Chief Copyright Royalty Judge

Paramount Pictures

5555 Melrose Avenue
Hollywood, CA 90038-3197
323-956-5000

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

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

NOTICE CONCERNING REPRESENTATION

DreamWorks, LLC, now known as DW Studios LLC, a subsidiary of Paramount Pictures, (hereinafter "DW"), hereby gives notice that DW terminated its representation agreement with Worldwide Subsidy Group and/or Independent Producers Group (together, "IPG") and is no longer represented by IPG. DW further gives notice that it has authorized the Motion Picture Association of America, Inc. ("MPAA") to represent its interests in cable and satellite statutory license proceedings before the Copyright Royalty Judges ("Judges"). For purposes of the instant 2000-2003 Cable Phase II Proceeding, DW has designated MPAA as its Phase II representative. Contrary to IPG's representation to the Judges in the captioned proceeding, IPG is not authorized to represent DW.

I. DW Terminated Its Representation Agreement With IPG.

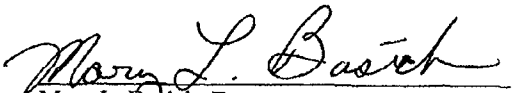
On July 16, 2002, Margaret E.G. Wilson of DW sent IPG a letter terminating its representation agreement with IPG. *See* Letter to Worldwide Subsidy Group from Margaret E.G. Wilson, dated July 16, 2002 (attached hereto as Exhibit A). This letter notified IPG that "effective immediately" DW would begin collecting all "Distribution Proceeds (as defined in the [terminated] Agreement) on its own behalf, and remit WSG's commission, as applicable, to WSG." *See id.* Despite receipt of DW's termination

letter, IPG has continued to hold itself out as DW's agent without DW's consent or authorization. *See, e.g.,* Email from Bryan Boydston to Mary Basich, dated October 16, 2009 (attached hereto as Exhibit B); Email from Raul Galaz to Mary Basich and Jean McBride, dated June 12, 2009 (attached hereto as Exhibit C).

II. DW Has Not Authorized IPG To Represent Its Interests In This Proceeding.

IPG is not authorized to represent DW in cable or satellite royalty proceedings before the Judges. DW recently learned that IPG listed DW as a "IPG-represented claimant" in Exhibit IPG-1 to its Written Direct Statement in the instant proceeding. Such listing was not authorized by DW, and should not be considered by the Judges. DW hereby requests that its name be stricken from Exhibit IPG-1, and that any Section 111 royalties due to DW be assigned instead to DW's authorized Phase II representative, MPAA.

Respectfully submitted,



Mary L. Basich, Esq.
C.A. Bar No. 110887
EVP, Business/Legal Affairs, Worldwide Television Distribution
Paramount Pictures
5555 Melrose Ave.
Los Angeles, CA 90038
Telephone: 323-956-7737
Facsimile: 323-862-6376
Mary_Basich@Paramount.com

Dated: May 3, 2013

Paramount Pictures

5555 Melrose Avenue
Hollywood, CA 90038-3197
323-956-5000

EXHIBIT A

Termination Letter from Margaret E.G. Wilson of DW to
Worldwide Subsidy Group and/or
Independent Producers Group (together, "IPG"), dated July 16, 2002

DreamWorks

Via Facsimile (310) 446-9978 and U.S. Mail

July 16, 2002

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

Dear Marian:

Re: Worldwide Subsidy Group

This will confirm our telephone call today in which DreamWorks terminated the agreement between DreamWorks LLC ("DreamWorks") and Worldwide Subsidy Group ("WSG") dated as of May 12, 1999 (the "Agreement"). The effective date of termination shall be December 31, 2002.

This will also confirm that effective immediately, DreamWorks shall collect Distribution Proceeds (as defined in the Agreement) on its own behalf, and remit WSG's commission, as applicable, to WSG. WSG shall notify any third parties, which are authorized by WSG to collect monies on DreamWorks's behalf, including, without limitation, Fintage, to cease such activity. Of course, if any Distribution Proceeds are received by WSG or any third party acting on WSG's behalf, including without limitation, Fintage, then WSG or such third party shall remit to DreamWorks 100% of such Distribution Proceeds, less WSG's commission on such amount.

Should your understanding differ in any respect, please contact me immediately.

Very truly yours,

Margaret E.G. Wilson

MEGW/en

cc: Wendy Ferren
Julie Jenkins
Anne Mallonee

SERVICE DES REGISTRES
R 13 AVR. 2005
AGICOA

1000 Flower Street Glendale California 91201 (818) 695-5000

Paramount Pictures

5555 Melrose Avenue
Hollywood, CA 90038-3197
323-956-5000

EXHIBIT B

Email from Bryan Boydston to Mary Basich,
dated October 16, 2009

Basich, Mary - Paramount

From: brianb@ix.netcom.com
Sent: Monday, November 02, 2009 10:48 AM
To: Basich, Mary - Paramount
Cc: *worldwideSG@aol.com*
Subject: RE: Worldwide Subsidy Group

Ms. Basich,

There are several matters that I should clarify.

First, WSG has never purported to be an "agent" of DreamWorks. Rather, DreamWorks "assigned" rights to WSG. Your statement that royalties were "unquestionably" due directly to DreamWorks following termination is inaccurate, and runs directly contrary to the WSG/DreamWorks agreement. Rather, DreamWorks and Paramount unilaterally deemed that it would collect the royalties that were the subject matter of the agreement, without consultation or agreement with WSG. Nonetheless, WSG acceded, but DreamWorks then never accounted for any of the royalties that it received, as it had agreed it would do.

Second, WSG has never once been contacted by Dreamworks or its successors-in-interest and been instructed to cease and desist any activity, nor informed that it has interfered with DreamWorks' receipt of monies. If you can provide any examples of these "repeated" requests, so that we can be assured that this is not mere lawyery puffing, then please provide correspondence establishing the same and my client will investigate. In fact, the only exception to WSG's knowledge of WSG creating conflicting claims with DreamWorks are two instances from a relatively modest source of royalty income, Screenrights, which royalties were ultimately paid over to DreamWorks anyway and then not accounted to WSG.

Finally, WSG is obligated to account upon the receipt of royalties. It has received no royalties relating to the DreamWorks catalogue for the obvious reason that they have been collected by DreamWorks and its successors-in-interest. This has already been communicated to you and your colleagues.

At this time, please explain whether or not it is the intention of DreamWorks and Paramount to make the accounting to WSG to which it was entitled.

Brian Boydston

-----Original Message-----
>From: "Basich, Mary - Paramount" <Mary_Basich@Paramount.com>
>Sent: Oct 30, 2009 3:07 PM
>To: brianb@ix.netcom.com
>Subject: RE: Worldwide Subsidy Group
>
>
>
>Dear Mr. Boydston:
>
>As you may know, DreamWorks L.L.C, now known as DW Studios L.L.C.,
>("DW") terminated its representation agreement with Worldwide Subsidy
>Group (WSG) by letter dated July 16, 2002. You may not know that
>notwithstanding such termination, WSG continued to register purportedly
>as DW's agent, for purposes of applying for and collection of royalties
>unquestionably due directly to DW, without DW's authorization or
>knowledge. Moreover, WSG's interference with DW's right to receive

>payment for its properties has resulted in delayed payments and/or lack
>of payments of amounts owed to DW, as it appears that amounts have been
>withheld by various collecting societies due to WSG's unauthorized
>claims. Further, despite our repeated requests, WSG has failed to
>provide DW with any accounting and/or payments for the monies collected
>on DW's behalf.
>
>Accordingly, WSG is in breach of the representation agreement for,
>among other reasons, its failure to account to DW, its breach of
>contractual and fiduciary obligations to DW, and its unauthorized
>registrations with certain collection societies. Nonetheless, in an
>attempt to amicably resolve this matter, DW reiterates its willingness
>to acknowledge and remit any properly earned commissions, from amounts
>received by DW, to WSG upon receipt of a full and complete worldwide
>accounting from WSG of all amounts it has received (authorized or
>unauthorized) in connection with the exploitation of any DW motion pictures and the payment
of such
>amounts to DW.
>
>This email is not a complete statement of DW's position in this matter,
>and DW hereby reserves all of its rights and remedies related thereto.
>
>
>Mary Basich
>
>
>
>-----Original Message-----
>From: brianb@ix.netcom.com [mailto:brianb@ix.netcom.com]
>Sent: Friday, October 16, 2009 10:10 AM
>To: Basich, Mary - Paramount
>Cc: worldwideSG@aol.com
>Subject: Worldwide Subsidy Group
>
>Dear Ms. Basich,
>
>This office is counsel to Worldwide Subsidy Group ("WSG"). As you are
>aware, WSG agreed to allow royalties for various DreamWorks properties
>dating back to
>2002 and earlier, including, but not limited to "Galaxy Quest", to be
>paid from Screenrights to Paramount subject to Paramount's agreement to
>pay over 20% of such royalties to WSG.
>
>To date, no such amounts have been paid to WSG and Paramount has not
>made any accounting of such collections to WSG. This is despite the
>fact that Screenrights distributed royalties for "Galaxy Quest" over a
>year ago.
>Since
>then, Screenrights has distributed additional amounts for DreamWorks
>properties "Shrek" and "Chicken Run", but WSG has received no money or
>accounting from Paramount regarding those properties either.
>
>Under the circumstances, simply saying "we will account to you when we
>get some money" is unacceptable. As we are informed that such money
>has been paid to Paramount, WSG cannot simply accede to such an
>explanation. In short, if Paramount will not satisfactorily explain
>the status of these royalties, account for them and pay them, WSG is

>left with little choice but to seek redress in court.
>
>Please communicate with me as soon as possible to avoid a lawsuit.
>
>Brian D. Boydston, Esq.
>Pick & Boydston, LLC
>617 S. Olive St., Suite 400
>Los Angeles, CA 90014
>
>(213)624-1996
>(213)624-9073 fax
>
>
>
>This email (including any attachments) is for its intended-recipient's use only.
>This email may contain information that is confidential or privileged.
>If you received this email in error, please immediately advise the
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Paramount Pictures

5555 Melrose Avenue
Hollywood, CA 90038-3197
323-956-5000

EXHIBIT C

Email from Raul Galaz to Mary Basich and
Jean McBride, dated June 12, 2009

From: worldwidesg@aol.com [mailto:worldwidesg@aol.com]
Sent: Friday, June 12, 2009 7:33 AM
To: Basich, Mary - Paramount; McBride, Jean - Paramount
Cc: brianb@lx.netcom.com
Subject: WSG/DreamWorks accounting; "Galaxy Quest"

Dear Ms. Basich and Ms. McBride,

Almost one year ago a conflicting claim was before Screenrights relating to the works "Galaxy Quest" and "Saving Private Ryan". The dispute, as you may recall, centered around which party, WSG or Paramount (as the successor-in-interest to DreamWorks) was entitled to collect on the royalties generated by Screenrights for such programs, and remit the other party's share to the other.

At such time, Paramount submitted a letter dated July 16, 2002, pursuant to which DreamWorks terminated its agreement with WSG. DreamWorks asserted that the Term of the agreement was "terminated as of December 31, 2002" (inaccurate) and that DreamWorks will prospectively collect all royalties applicable to the agreement and remit them to WSG. A copy of the letter is attached hereto.

In fact, and in connection with such dispute, by email of June 24, 2008, Mary Basich, Executive Vice-President of Business and Legal Affairs for Paramount Pictures, confirmed that an accounting for such monies would be made to WSG for "Galaxy Quest", but asserted that the international rights to "Saving Private Ryan" were not controlled by DreamWorks during the Term of the WSG agreement.

Notwithstanding, no accounting for the "Galaxy Quest" royalties collected by Paramount has occurred. In fact, no accounting for any royalties collected by either DreamWorks or Paramount has occurred following the July 16, 2002 letter. Although it often takes upwards of ten years to collect the types of royalties that were the subject of the WSG/DreamWorks agreement, the fact that there have been no accountings, including the promised accounting for royalties clearly received within the last year, now leads WSG to suspect that no accountings will be forthcoming.

At this time, I would formally request an accounting from Paramount for the Screenrights royalties attributable to "Galaxy Quest", and any other royalties covered by the WSG/DreamWorks agreement. As regards "Saving Private Ryan", I would further request a copy of any distribution agreement between DreamWorks and whichever party Paramount contends was entitled the international rights to such work. If such agreement specifically addresses the collection of any form of royalties covered by the WSG/DreamWorks agreement (e.g., educational institution royalties, retransmission royalties, blank tape levies, etc.), directing our attention to such provisions would be helpful. Any matters relating to participations or other confidential matter can, of course, be redacted.

I look forward to your prompt response. If you have any questions in connection therewith, please feel free to contact me.

Raul Galaz
Worldwide Subsidy Group

CERTIFICATE OF SERVICE

I hereby certify that on this 7 day of May, 2013, a copy of the foregoing document was sent by Federal Express overnight mail to the parties listed on the attached service list.

Naomi Straus

Naomi Straus, Esq.

5266543.1/43507-00063

SERVICE LIST

DEVOTIONAL CLAIMANTS

Clifford M. Harrington
PILLSBURY WINTHROP SHAW
PITTMAN, LLP
2300 N Street, N.W.
Washington, D.C. 20037-1128

MPAA-REPRESENTED PROGRAM SUPPLIERS

Gregory O. Olaniran
Lucy Holmes Plovnick
MITCHELL SILBERBERG & KNUPP LLP
1818 N Street NW, 8th Floor
Washington, D.C. 20036

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Thomas J. Ostertag
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245 Park Avenue
New York, NY 10167

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The Library of Congress
Washington, D.C.

In re	
Distribution of 2000, 2001, 2002 and 2003 Cable Royalty Funds	**Docket No. 2008-2 CRB CD 2000-2003 (Phase II)**

DOCUMENT CERTIFICATION FROM THE COPYRIGHT ROYALTY BOARD FILES

I certify that, under my direction, the staff of the Copyright Royalty Board (CRB) has made a reasonable search of available files at the CRB. I certify that the document attached to this Certification is a true copy of the document that is maintained in the office of the CRB. The attached certified document is:

Notice Regarding Representation of BBC Worldwide, Venevision International, and Reel Funds, filed by Fintage Publishing and Collections B.V., Docket No. 2008-2 CRB CD 2000-2003 (Phase II); (May 9, 2013).

SIGNED this 13 day of May 2013.

Suzanne M. Barnett
Chief Copyright Royalty Judge

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

Received
MAY 09 2013
Copyright Royalty Board

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

NOTICE REGARDING REPRESENTATION OF BBC WORLDWIDE, VENEVISION INTERNATIONAL, AND REEL FUNDS INTERNATIONAL

Fintage Publishing and Collections B.V. (hereinafter "Fintage"), hereby gives notice through its undersigned counsel that Fintage represents BBC Worldwide ("BBC") and Venevision International ("Venevision") as to the 2000, 2001, and 2002, and 2003 cable royalty years.[1] Fintage also hereby gives notice that it represents Reel Funds International ("Reel") as to the 2002 and 2003 cable royalty years. Fintage further gives notice that it has authorized the Motion Picture Association of America, Inc. ("MPAA") to represent its interests in cable and satellite statutory license proceedings before the Copyright Royalty Judges ("Judges"). For purposes of the instant 2000-2003 Cable Phase II Proceeding, Fintage has designated MPAA as its Phase II representative. Worldwide Subsidy Group and/or Independent Producers Group (together, "IPG") is not authorized to represent BBC, Venevision, or Reel as to the royalty years indicated above.

[1] In September 2002, Fintage notified the Copyright Office that it had terminated its relationship with IPG, and provided a list of entities that Fintage represents. The entities identified herein were not referenced in Fintage's September 2002 filing.

I. IPG Is Not Authorized To Represent Fintage Or Its Clients.

In or about August 2000, Fintage and IPG entered into an agreement whereby they agreed to jointly represent certain clients and to share in the secondary royalties collected on such clients' behalf. Thereafter, a dispute arose between Fintage and IPG regarding their respective rights and obligations under their agreement. The parties proceeded to arbitrate the dispute and entered into a settlement agreement, whereby the parties terminated their relationship. Pursuant thereto, IPG agreed that Fintage would exclusively administer and collect all royalties accruing for certain clients and IPG expressly waived and released any alleged rights or interests to make any claim or collect any monies on such clients' behalf. Notably, IPG agreed that Fintage had the exclusive right to administer and collect all royalties on behalf of EGEDA. BBC and Venevision are both EGEDA clients, and thus were expressly acknowledged by IPG as being exclusive clients of Fintage. Accordingly, IPG is not authorized to represent, or to claim to represent, either entity.

At the time of the arbitration proceeding with IPG, Reel was identified as an IPG-represented entity. However, in May 2003, Reel entered into a written representation agreement directly with Fintage to have Fintage administer and collect royalties on behalf of Reel. This agreement covers cable royalty years 2002 and 2003, and supersedes any alleged prior agreement entered into between Reel and IPG. Thus, IPG is not authorized to administer or collect any royalties on behalf of Reel after royalty year 2001.

II. The Judges Should Not Award Royalties To IPG On Behalf Of BBC, Venevision, And Reel As To The Royalty Years Indicated.

As the above demonstrates, IPG is not authorized to represent BBC or Venevision cable or satellite royalty proceedings before the Judges as to any royalty year. IPG is also not authorized to represent Reel as to royalty years 2002 and 2003. To the extent that IPG listed

BBC, Venevision, or Reel as "IPG-represented claimants" in Exhibit IPG-1 to its Written Direct Statement in the instant proceeding, such listing should be disregarded as to the royalty years identified herein. Fintage hereby requests that any Section 111 royalties due to the Fintage-represented clients addressed herein be assigned instead to Fintage's authorized Phase II representative, MPAA.

Respectfully submitted,

Sonia Y. Lee, Esq.
C.A. Bar No. 191837
Raines Feldman LLP
9720 Wilshire Boulevard, 5th Floor
Beverly Hills, California 90212
Telephone: (310) 440-4100
Fax: (424) 239-2242
slee@raineslaw.com

Dated: May 8, 2013

1. 5268050.2/43507-00063

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of May, 2013, a copy of the foregoing document was sent by Federal Express overnight mail to the parties listed on the attached service list.

Sonia Y. Lee, Esq.

1. 5268050.2/43507-00063

SERVICE LIST

DEVOTIONAL CLAIMANTS

Clifford M. Harrington
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PITTMAN, LLP
2300 N Street, N.W.
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MPAA-REPRESENTED PROGRAM SUPPLIERS

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Washington, D.C. 20036

Thomas J. Ostertag
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245 Park Avenue
New York, NY 10167

KESSLER REBUTTAL TESTIMONY

ADDENDUM D

Jeffrey G. Benz
Managing Director of Legal Affairs
General Counsel

January 22, 2003

Mr. Raul Galaz
Worldwide Subsidy Group
19275 Stone Oak Parkway
San Antonio, TX 78258

Re: **Representation Agreement**

Dear Mr. Galaz:

Reference is made to the Reinstatement Agreement between the United States Olympic Committee (the "USOC") and Worldwide Subsidy Group ("WSG"), dated July 25, 2000 (the "Agreement"). The purpose of this letter is to notify WSG that, pursuant to Paragraph 2 of the Agreement, the USOC is exercising its right to terminate the Agreement effective July 25, 2003.

Please provide a full accounting of all claims that have been filed on behalf of the USOC.

Sincerely,

Jeffrey G. Benz

cc: Keith Allo
Greg Downey
Kelly Maynard
Dan Perini

United States Olympic Committee
One Olympic Plaza
Colorado Springs, Colorado 80909-5760
Tel: 719-866-4563 Fax: 719-866-4839
email:jeff.benz@usoc.org web site:www.usolympicteam.com

KESSLER REBUTTAL TESTIMONY

ADDENDUM E

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The Library of Congress
Washington, D.C.

In re	
Distribution of 2000, 2001, 2002 and 2003 Cable Royalty Funds	**Docket No. 2008-2 CRB CD 2000-2003 (Phase II)**

DOCUMENT CERTIFICATION FROM THE COPYRIGHT ROYALTY BOARD FILES

I certify that, under my direction, the staff of the Copyright Royalty Board (CRB) has made a reasonable search of available files at the CRB. I certify that the document attached to this Certification is a true copy of the document maintained in the office of the CRB. The attached certified document is:

- Farm Journal Electronic Media letter from Bob Ford, dated July 1, 2007.

SIGNED this 25 day of April 2013.

Suzanne M. Barnett
Chief Copyright Royalty Judge

FarmJournal MEDIA

RECEIVED

JUL 06 2007

Copyright Royalty Board

July 1, 2007

Ms. Gina Giuffreda
Copyright Royalty Board
P.O. Box 70977 Southwest Station
Washington, DC 20024-0977

Dear Ms Giuffreda,

In reference to filing of Cable and/or Satellite Royalty claims on behalf of Farm Journal Electronic Media be it known by this notification that World Wide Subsidy Group d/b/a Independent Producers Group was not granted the authority to file claims on behalf of Farm Journal Electronic Media for the years and file numbers listed below.

2001 Cable #518
2001 Satellite #214
2002 Cable #245
2002 Satellite #625
2003 Cable #269
2003 Satellite #549
2004 Cable #607 or #608
2004 Satellite #311

In the event that World Wide Subsidy Group d/b/a Independent Producers Group has filed a claim for the year 2005, the same notification applies.

Further, Farm Journal Electronic Media has not granted World Wide Subsidy Group d/b/a Independent Producers Group the authority to file claims or in any way represent Farm Journal Electronic Media in matters pertaining to Copyright Royalties in the year 2006 nor in any year going forward. Any questions concerning this matter should be directed to Bob Ford, Director of Distribution, 25 Executive Drive Suite A, Lafayette IN 47905.

Sincerely,

Bob Ford

Bob Ford
Director of Distribution
Farm Journal Electronic Media

Farm Journal Electronic Media • 25 Executive Drive, Suite A • Lafayette, IN 47905
Phone: 765-449-8000 • Fax: 765-449-8010

Cc: Tanya Sandros
Copyright Arbitration Royalty Panel
Copyright Office General Counsel – Information & Reference
P.O Box 70400 Southwest Station
Washington D.C. 20024

Cc: Mr. David O. Carson
General Counsel US Copyright Office
101 Independent Avenue, SE
Washington, DC 20559-6000

Cc Lisa Katona Galaz
World Wide Subsidy Group d/b/a Independent Producers Group
21715 Brazos Bay
San Antonio, TX 78259

Cc: Brian D. Boydston, Esq.
Pick & Boydston, LLP
1000 Wilshire Blvd., Suite 600
Los Angeles, CA 90017-2463

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Washington, D.C.

In re	
Distribution of 2000, 2001, 2002 and 2003 Cable Royalty Funds	**Docket No. 2008-2 CRB CD 2000-2003 (Phase II)**

DOCUMENT CERTIFICATION FROM THE COPYRIGHT ROYALTY BOARD FILES

I certify that, under my direction, the staff of the Copyright Royalty Board (CRB) has made a reasonable search of available files at the CRB. I certify that the document attached to this Certification is a true copy of the document that is maintained in the office of the CRB. The attached certified document is:

Letter from Bob Ford, Director of Distribution, Farm Journal Electronic Media; Dated August 6, 2007.

SIGNED this 20 day of May 2013.

Suzanne M. Barnett
Chief Copyright Royalty Judge

RECEIVED

AUG 0 8 2007

Copyright Royalty Board

FarmJournal

Ms Gina Giuffreda
Copyright Royalty Board
P.O. Box 70977 Southwest Station
Washington, DC 20024-0977

August 6, 2007

Dear Ms Giuffreda,

Please disregard the correspondence dated July 1, 2007 regarding the representation of Farm Journal Electronic Media by World Wide Subsidy Group d/b/a Independent Producers Group. A valid representation agreement extension dated 6/12/2002 to an agreement dated 7/12/2001 has been demonstrated by Independent Producers Group. Therefore Independent Producers Group does have representation rights for Farm Journal Electronic Media and its Cable and/or Satellite Royalty claims for the years 2000-2006.

Any questions concerning this matter should be directed to Bob Ford, Director of Distribution, 25 Executive Drive Suite A, Lafayette IN 47905.

Sincerely,

Bob Ford

Bob Ford
Director of Distribution
Farm Journal Electronic Media

TAB C

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THE LIBRARY OF CONGRESS

IN THE MATTER OF:	:	
DISTRIBUTION OF 2000,	:	No. 2008-02
2002, 2003 CABLE	:	
ROYALTY FUNDS	:	CD 2000-03
	:	Phase II

Monday,
June 3, 2013

Fourth Floor Hearing Room
Madison Building
Library of Congress
101 Independence Avenue, SE
Washington, DC

The above-entitled matter came on for hearing, pursuant to notice, at 9:30 a.m.

BEFORE: THE HONORABLE SUZANNE M. BARNETT,
Chief Judge
THE HONORABLE JESSE FEDER
THE HONORABLE DAVID STRICKLER

APPEARANCES:

On Behalf of the Settling Devotional Claimants:

CLIFFORD M. HARRINGTON, ESQ.
MATTHEW J. MacLEAN, ESQ.
of: Pillsbury Winthrop Shaw Pittman, LLP
2300 N Street, Northwest
Washington, DC 20037-1122

(202) 663-8525

ARNOLD LUTZKER, ESQ.
of: Lutzker and Lutzker, LLP
1233 20th Street, Northwest
Washington, DC 20036
(202) 408-7600

On Behalf of the Independent Producers Group :

BRIAN D. BOYDSTON, ESQ.
of: Pick & Boydston, LLP
10786 LeConte Avenue
Los Angeles, CA 90024
(213) 624-1996

On Behalf of the Motion Picture Association of America:

GREGORY O. OLANIRAN, ESQ.
LUCY HOLMES PLOVNICK, ESQ.
KIMBERLY NGUYEN, ESQ.
of: Mitchell Silberberg & Knupp, LLP
1818 N Street, Northwest

Eighth Floor
Washington, DC 20036
(202) 355-7917

ALSO PRESENT:

RAUL GALAZ

VICTORIA LYNCH

DENISE VERNON

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1 P-R-O-C-E-E-D-I-N-G-S

2 (9:32 a.m.)

3 CHIEF JUDGE BARNETT: There has

4 been one change since we were all here before.

5 It used to be that the microphones on counsel

6 table were not live unless you pressed.

7 They're the opposite now. They're always

8 live. So, if you're going to confer with one

9 another be sure to mute the microphone.

10 Okay, good morning, all. This is

11 the date and time set for hearing in Phase II

12 of the distribution proceedings commenced

13 under Copyright Royalty Board Docket Number

14 2008-2 in re the distribution of cable royalty

15 funds for the years 2000 through 2003.

16 I think I have met you all. I'm

17 Judge Suzanne Barnett, the proverbial last man

18 standing since we last met. Judge Strasser

19 very happily reclaimed his position as senior

20 counsel to the Copyright Royalty Board. Judge

21 Roberts accepted a position as Senior Counsel

22 to the Register of Copyrights.

1 other programs.
2 You'll be hearing testimony from
3 SDC witness Dr. William Brown, a professor and
4 research fellow at the School of
5 Communications and the Arts at Regent
6 University, a former dean of that school.
7 He's also a partner in Brown, Frasier and
8 Associates, a consulting firm. And he's
9 previously been qualified as an expert in the
10 Phase 1 2004 to 2005 cable distribution
11 proceeding.
12 You'll also hear briefly in our
13 case from Allen Whit, the data analyst, who
14 generated the reports of viewing data for
15 devotional programs, programming based on
16 Nielsen and Tribune data that Dr. Brown relied
17 on in allocated proportional shares.
18 You've heard the opening statement
19 of IPG and you'll hear evidence from them.
20 IPG is a private, for profit business, which
21 has purportedly authority to collect royalties
22 for certain producers of religious programs

1 and in return for that, they receive between
2 15 and 40 percent of the funds that are
3 distributed to IPG and its clients.
4 The contrast between the cases of
5 IPG and SDC are pronounced. IPG relies on a
6 formula developed by Raul Galaz, the founder
7 of IPG, a man with no advanced training in
8 statistics or economics, and who is
9 admittedly, we've heard this morning, not an
10 expert in the field. Nor does he have
11 experience in producing, distributing, or
12 placing religious programming on television
13 stations or in the cable television industry.
14 The distribution formula advocated
15 by IPG apparently achieves different results
16 at the whim of its creator. SDC has received
17 three different sets of tabulations over the
18 past year, the last of which we received at
19 4 p.m. Friday afternoon, three days ago.
20 Although each variation purports
21 to correct highly material errors and
22 formulation and calculation, the latest

1 version is still rife with errors and we'll
2 prove that in our evidence. Significant
3 programs claimed by SDC appear to have been
4 omitted from SDC's data while programming
5 based on IPG claims that the Judges have
6 already dismissed from this proceeding are
7 included. The formula relies primarily on the
8 gross number of minutes of program air, a
9 factor long rejected by every body charged
10 with allocating royalties, the CRT, the CARP,
11 and this body.
12 It also employs a methodology
13 often criticized and recently rejected by the
14 Judges in the 2004-2005 Phase 1 proceeding
15 called fee generation. It's the effort to
16 match programs transmitted to fees paid by
17 cable operators.
18 Now the Judges have previously
19 acknowledged there's no reasonably effective
20 way that ties feed to tie -- fees paid in, to
21 programs carried. In IPG's case, it's a
22 particularly awkward and misguided attempt to

1 capitalize on the royalties paid that often
2 bear no marketplace relationship to its
3 putatively represented content. And that is
4 the role of this Court or this Board to find
5 marketplace value.
6 In contrast, we will provide you a
7 study of program viewing, long the primary
8 standard for Phase 1 case. In recent
9 decisions, primacy of ratings have given away
10 to the Bort study based on a survey of cable
11 operators. Unfortunately, as noted by the
12 CARP in the '98-'99 case, when the Bort survey
13 cannot be used, you have to find an
14 alternative approach and the Bort approach
15 really does not work for individual programs.
16 It works for program categories, but not
17 individual programs because there's no real
18 way to ask a group of cable operators about
19 thousands and thousands of potential program
20 titles.
21 In those cases, the CARP noted a
22 study of ratings results can be very helpful

1 to determine the value of competitive claims.
2 Here, we will present the results of distant
3 cable household viewing and Nielsen's rating
4 data assessed by an expert in the field.
5 Unlike IPG's witness, SDC's expert has no
6 personal or family interest in the results of
7 this proceeding and can offer his professional
8 and scholarly views on the data he has
9 assessed.
10 In sum, as Judges, you're faced
11 with the alternative of a flawed, amateurish
12 methodology, whose author and close family
13 members have a personal and direct financial
14 interest in its adoption versus a fair and
15 balanced approach that relies on viewing data
16 and ratings that is an industry standard. We
17 respectfully urge the Judges to listen
18 carefully to the testimony, given careful
19 attention to the evidence. We're confident
20 that you will reject IPG's approach and adopt
21 the approach advocated by SDC. Thank you.
22 CHIEF JUDGE BARNETT: Thank you,

1 Mr. Harrington. We have 23 minutes until we
2 break for lunch. Do we have any witnesses
3 here and available this morning?
4 MS. PLOVNICK: Yes, Your Honor.
5 We have Ms. Kessler here and we probably have
6 about 30 minutes for her. I don't know if you
7 want to take that now or wait until after
8 lunch.
9 CHIEF JUDGE BARNETT: Let's take
10 it now and we'll adjust our noon break
11 accordingly.
12 MR. HARRINGTON: Your Honor, while
13 the witness is approaching, I just wanted to
14 clarify that as I recall from your order, it
15 was appropriate for counsel who did not use
16 their allocated time to reserve some time for
17 witness cross examination and we would like to
18 do that.
19 CHIEF JUDGE BARNETT: Okay, thank
20 you. Presumably, you all would. You've all
21 left time on the table and you may add it to
22 your total.

1 Also, just because we seem to have
2 no control over the temperature in this room,
3 please feel free if it becomes oppressive to
4 take your jackets off. It's -- we won't take
5 offense. We'll understand. We're wearing
6 plastic bags, so we know how it is.
7 (Laughter.)
8 Ms. Plovnick.
9 WHEREUPON,
10 MARSHA KESSLER
11 WAS CALLED FOR EXAMINATION BY COUNSEL FOR THE
12 MOTION PICTURE ASSOCIATION OF AMERICA AND,
13 HAVING FIRST BEEN DULY SWORN, WAS EXAMINED AND
14 TESTIFIED AS FOLLOWS:
15 MS. PLOVNICK: And Your Honor, one
16 small housekeeping matter before I begin,
17 because the parties utilized certain exhibit
18 numbers in the preliminary hearing, we were
19 going to go with the next MPAA exhibit number
20 which for us would be 358, if that's
21 permissible?
22 CHIEF JUDGE BARNETT: I think

1 that's a capital idea. Thank you.
2 MS. PLOVNICK: So we will do that.
3 Thank you, Your Honor.
4 DIRECT EXAMINATION
5 BY MS. PLOVNICK:
6 Q Will you please state your name
7 and spell it for the record?
8 A Marsha E. Kessler, Marsha, M-A-R-
9 S-H-A, Kessler, K-E-S-S-L-E-R.
10 Q Are you currently employed?
11 A No, I'm retired.
12 Q When did you retire?
13 A August 20, 2010.
14 Q And where did you work before you
15 retired?
16 A Motion Picture Association of
17 America.
18 Q What was your position at the
19 Motion Picture Association of America?
20 A I had the same position under
21 various titles. At the time I retired I was
22 the vice president of Retransmission Royalty

1 Distribution.
2 Q And how long were you in that
3 position?
4 A More than 28 years, less than 29.
5 Q What were your responsibilities in
6 that position?
7 A I had a broad category of
8 responsibilities. I helped our claimants file
9 their claims with the Copyright Office. I
10 assisted in the Nielsen viewing studies and I
11 worked with the various legal, accounting,
12 data technology professionals who provided
13 services related to the distribution of
14 royalties.
15 Q Where were you before MPAA?
16 A I was one of the founding members
17 of the Licensing Division here in the
18 Copyright Office.
19 Q How long were you at the Copyright
20 Office?
21 A I think it was about four years
22 from roughly 1978 or '79 to '82.

1 Q What were your responsibilities
2 there?
3 A Initially, there was a jukebox
4 compulsory license. I don't think it's
5 administered here, but at any rate I did a
6 little bit of jukebox work and then when 111
7 came into being I examined statements of
8 account and later I was promoted to be a lead
9 examiner which meant I examined statements of
10 account. But I also advised colleagues when
11 they encountered difficulties or problems with
12 a particular statement of account.
13 Q Have you ever testified before
14 this body or any other body in connection with
15 the statutory licenses?
16 A With the exception of the '78 and
17 '79 proceedings, I've appeared in all Phase 1
18 proceedings and I believe all Phase 2
19 proceedings to the extent there were any.
20 Q Have you ever testified in any
21 royalty proceedings for other countries?
22 A Yes, I've appeared before the

1 Canadian Copyright Board and also before
2 Congress.
3 Q When you testified before those
4 bodies on whose behalf did you testify?
5 A In Phase 1 proceedings, I
6 testified on behalf of all program supplier
7 claimants. In Phase 2, I represented the
8 MPAA-represented program supplier claimants.
9 Q Ms. Kessler, what's your
10 educational background?
11 A I have bachelor's and master's
12 degrees in Spanish Language and Literature and
13 I have a non-credit degree as an ESL
14 instructor.
15 MS. PLOVNICK: May I approach the
16 witness?
17 CHIEF JUDGE BARNETT: You may.
18 BY MS. PLOVNICK:
19 Q I am now showing you, Ms. Kessler,
20 a document that's been premarked as MPAA
21 Exhibit 358. For the record, MPAA Exhibit 358
22 is entitled "Direct Testimony of Marsha E.

1 Kessler, dated May 30, 2012."
2 (Whereupon, the above-referred to
3 document was marked as MPAA
4 Exhibit 358 for identification.)
5 Have you seen this document
6 before, Ms. Kessler?
7 A Yes, I have.
8 Q What is MPAA Exhibit 358?
9 A It consists of my direct testimony
10 plus I believe they're called appendices A
11 through F.
12 Q Do you have any corrections to
13 MPAA Exhibit 358?
14 A I do not.
15 Q And do you declare today that MPAA
16 Exhibit 358 is true and correct and of your
17 personal knowledge?
18 A Yes, I do.
19 MS. PLOVNICK: Your Honor, I move
20 to admit MPAA Exhibit 358 at this time.
21 MR. BOYDSTON: No objection, Your
22 Honor.

1 MR. MacLEAN: No objection, Your
2 Honor.
3 CHIEF JUDGE BARNETT: Exhibit 358
4 is admitted.
5 (The document, having been marked
6 previously for identification as
7 MPAA Exhibit 358, was received in
8 evidence.)
9 BY MS. PLOVNICK:
10 Q Ms. Kessler, what is the purpose
11 of your testimony today?
12 A I'll talk about three things
13 today. First, I'll give a description of the
14 nature of the programming that's covered under
15 the MPAA program supplier claim. I'll also
16 discuss the method by which MPAA had its
17 claimants assert to their bona fides to
18 collect royalties for individual programs.
19 And lastly, I'll talk about my role in the
20 special Nielsen studies.
21 Q Ms. Kessler, did you testify in
22 Phase 1 of this proceeding?

1 A Yes, I did.
2 Q Is a copy of that testimony
3 attached to MPAA Exhibit 358?
4 A It is. It is shown as Appendix A.
5 Q Thank you. Who does MPAA
6 represent in this proceeding?
7 A We have not only the major studies
8 that Mr. Olaniran alluded to, but we have
9 literally of dozens of -- well, large, medium,
10 and small claimants with our group. They
11 originate not only in the United States, but
12 also some in Canada and parts of Europe.
13 Q Did you provide a list of the MPAA
14 represented claimants as a part of your
15 testimony?
16 A Yes, I did.
17 Q And can you please identify where
18 that appears?
19 A It prepares as Appendix B to my
20 testimony.
21 Q Is that B as in boy?
22 A B as in Boyston.

1 Q Is that list broken down by year?
2 A Yes, it is.
3 Q And why is that?
4 A The same group of people may not
5 claim from year to year. There may be name
6 changes. There may be organizations who have
7 claims in one year who don't have them in
8 next. So in order to give an accurate
9 reflection of the participants for each year,
10 I broke it down by year.
11 Q Approximately how many claimants
12 does MPAA represent each royalty year?
13 A Approximately 100.
14 Q Does MPAA also indirectly
15 represent any claimants?
16 A We do. Many of these claims are
17 what is called joint claims. A joint claim
18 would be where an umbrella organization claims
19 on behalf of multiple program owners. If you
20 take those entities into account, we represent
21 roughly 1400 claimants per year.
22 Q Does MPAA have a representation

1 agreement with all of the entities listed on
2 Appendix B?
3 A Yes, we do.
4 Q To your testimony. Do those
5 agreements authorize MPAA to represent the
6 interest of joint claimants on joint claims?
7 A Yes, they do.
8 Q So what sort of programs does MPAA
9 represent in this proceeding?
10 A If you look at pages four through
11 six of my testimony, you'll see that the
12 programs that fall under the MPAA umbrella are
13 widely described as series and movies, but to
14 limit it to that description really doesn't
15 give us the basis for appreciating the actual
16 kinds of programming that we have. Some of
17 the programming is animated. Some of it is
18 live action. An example would be Friends for
19 a live action show. The Simpsons would be an
20 example of an animated show.
21 We have movies such as The African
22 Queen or A Fish Called Wanda, one of my

1 favorites. We have game shows like Family
2 Feud or Jeopardy. We have sports shows and
3 sports-related programs. For example, Women
4 of Wrestling is a show, or George Michael
5 Sports Machine. We have pageants and awards
6 shows such as the Fifth Annual Family Friendly
7 Awards or the Golden Globe Awards. We have
8 news shows such as the McLaughlin Group. We
9 have health and fitness shows like the Wai
10 Lana Yoga show that is referenced here. We
11 have animal shows such as Animal Rescue. And
12 then finally, we have talk and interview
13 shows, for example, The Oprah Winfrey Show.
14 Q Is there a place in your testimony
15 where you list all the different titles that
16 MPAA represents in this proceeding?
17 A Yes, that's shown in Appendix C.
18 Q Is that list broken down by year?
19 A Yes, it is.
20 Q And why is that?
21 A Again, it's the same -- not every
22 show was broadcast and distantly retransmitted

1 every year. So in order to be specific about
2 which programs we're claiming for which years,
3 I felt it was helpful to state it so.
4 Q So if you take all of those years
5 together, approximately how many programs does
6 MPAA represent in this proceeding?
7 A Roughly, 11,600.
8 Q Now during the years that you
9 worked at MPAA, did MPAA maintain any internal
10 standards for determining who could sign up to
11 be a MPAA-represented claimant?
12 A Yes, we did. We called it the
13 certification process.
14 Q And what were those standards?
15 A The standards, first of all, the
16 claimant had to have filed a claim here at the
17 Copyright Office. And evidence of that would
18 be the appearance of the claimant on a list
19 generated by the Copyright Office along with
20 a claim number that's assigned.
21 Secondly, we required that the claimant
22 provide us with a copy of what they had filed

1 at the Copyright Office. And third, we had
2 them certify a list of works for which we were
3 prepared to make remuneration.
4 Q Where those standards in place for
5 the 2000 to 2003 cable royalty years?
6 A Yes, they were.
7 Q And was one of your requirements
8 also that the claimant execute a
9 representation agreement with MPAA?
10 A I'm sorry, that's one of the very
11 important ones that I forgot. They absolutely
12 had to -- there needed to be a mutually
13 executed representation agreement between MPAA
14 and the claimant.
15 Q Did MPAA require its claimants to
16 certify each of the titles that they
17 represented for the 2000 through 2003 royalty
18 years?
19 A Yes.
20 Q What information was typically
21 included in a certification for a title?
22 A The certification consisted of two

1 parts. One of them was a listing of all the
2 works for which MPAA was prepared to make
3 remuneration. And the second was a sheet on
4 the top stating the name of the claimant, and
5 they were the authorized claimant for each of
6 the works listed on the printout except for
7 some that they may have crossed out. If the
8 claimant crossed out a work that indicated to
9 us that they could not accept royalties for
10 that and we would delete that from their list
11 of works to be compensated.
12 Additionally, in the memo that
13 would accompany the don't forget to certify
14 your works project would be a -- if we've
15 missed something, tell us now because this is
16 your last opportunity to call our attention to
17 anything we may have missed.
18 Q Would your claimant sign the
19 certification?
20 A Yes.
21 Q Were all the titles listed in
22 Appendix C to your written testimony subject

1 to certification?
2 A Yes, they were.
3 Q Now let's talk a little about the
4 Nielsen studies you mentioned previously. Did
5 you have a role in the development of MPAA's
6 Nielsen studies for 2000 through 2003?
7 A Yes, I did.
8 Q What was that role?
9 A I selected the stations whose
10 programming would be the basis for the
11 remuneration of royalties to the claimants.
12 Q How did you select those stations?
13 A The first part was to get a
14 listing of broadcast stations that were
15 retransmitted as distant signals from Cable
16 Data Corporation. That list typically
17 included stations not in the United States.
18 So I would -- and public television stations.
19 Q What sorts of cable systems were
20 covered by that data?
21 A Definitely Form 3s. I think for
22 some years, the Forms 1/2 data may have been

1 included. If I saw my files, I would
2 remember. I just don't remember off the top
3 of my head.
4 Q What systems did you rely on when
5 you were selecting stations for the Nielsen
6 study?
7 A Typically, the Form 3 stations
8 were certainly the starting point.
9 Q And why would you rely on Form 3s?
10 A I'm going to digress just a little
11 bit, but the purpose of the royalties here is
12 to remunerate program owners when their works
13 are retransmitted outside the local market to
14 which the work was originally licensed. So
15 when cable operators, Form 3 operators make
16 their payments, they have to specifically
17 identify which stations were retransmitted
18 outside the local market of the station. And
19 so that clearly provides the basis for
20 identifying distant retransmissions.
21 JUDGE STRICKLER: May I interject
22 with a question? Is that in contrast to Form

1 1 and Form 2 where you don't have that
2 identification of the retransmitted station?
3 THE WITNESS: That is correct,
4 sir.
5 JUDGE STRICKLER: Thank you.
6 BY MS. PLOVNICK:
7 Q Was there ever a time that you
8 decided to include a smaller system in your
9 analysis or use that as the basis for
10 selecting stations?
11 A I think that I certainly looked at
12 those data and again, if I had my sheets in
13 front of me, I could answer more directly, but
14 certainly looked at them. Whether they
15 actually became the basis, I don't recall.
16 Q Did you include Canadian, Mexican,
17 or public television stations?
18 A No, I did not.
19 Q Why not?
20 A MPAA has seen our responsibility
21 as remunerating for works only on U.S.
22 stations. And so for purposes of royalties,

1 we excluded those works, those stations.
2 Q Is there a list of stations
3 included anywhere in MPAA Exhibit 358?
4 A Yes, the stations are shown in
5 Appendix D.
6 Q Is that list specific to the year?
7 A Yes, again, it is. And the
8 reason, anticipating your question, is that
9 there's probably a core group of stations that
10 are distantly retransmitted from year to year.
11 But there are always outliers who may be there
12 for some years and not for others.
13 JUDGE STRICKLER: Counsel, excuse
14 me, again. I want to make sure we didn't skip
15 over something based on her written statement
16 that's now in evidence. Exhibit D is a list
17 of the sample stations that you selected out
18 of the universe of Form 3 stations, correct?
19 THE WITNESS: Yes, out of the
20 universe of distantly retransmitted stations.
21 JUDGE STRICKLER: Based on the
22 Form 3 data?

1 THE WITNESS: That was the
2 starting point and just at this second don't
3 recall whether I incorporated additional
4 stations from 1/2s, but definitely the huge
5 chunk of the sample came from the Form 3s.
6 JUDGE STRICKLER: My question was
7 addressed to the fact that Exhibit D is
8 entitled "Nielsen Diary Study Sample
9 Stations." What I'm trying to determine, so
10 I understand what you're testifying to, is
11 whether the sample is a subset of what you got
12 from the Form 3 data because I don't know that
13 you've necessarily said that yet. Maybe it's
14 coming up on your testimony.
15 THE WITNESS: What I'm saying is
16 that I don't recall. What I'm saying is that
17 definitely Form 3s are the basis for, if not
18 100 percent of the stations, definitely the
19 lion's share of the stations. I think in
20 years after 2000, 2001, I increased the sample
21 station, the number of stations in the sample
22 and I just need to go back and look at my

1 pages to see what my basis was.
2 I'm not trying to avoid your
3 question. I'm comfortable in saying the vast
4 majority are there due to their retransmission
5 by Form 3 systems. There may be outliers in
6 addition.
7 BY MS. PLOVNICK:
8 Q Ms. Kessler, when you say you
9 looked at your pages, are you referring to the
10 CDC data that you pulled from?
11 A Yes, exactly.
12 Q This is a large database file you
13 received or a large Excel file, rather, that
14 you received from Cable Data Corporation?
15 A That's right.
16 Q Listing cable system data?
17 A Right.
18 Q What all kind of data was included
19 in that large file?
20 A It would be the call sign of the
21 station, its affiliation, the channel on which
22 it broadcasts in its local market, the city to

1 which it was licensed, then multiple columns
2 of data. One of the columns is definitely
3 Form 3 subscribers. Another form, another
4 column would be Form 3 fees generated.
5 What I'm just not recalling at
6 this moment, Your Honor, is whether I also
7 worked with Form 1/2s, but if I actually saw
8 my file I would know the answer to that.
9 Q If you examined the large
10 electronic file you would be able to determine
11 exactly what was included?
12 A Exactly.
13 CHIEF JUDGE BARNETT: Ms. Kessler,
14 you're not saying that Appendix D, let's take
15 the Year 2000, for instance, includes all of
16 the Form 3 stations that you got information
17 on from CDC?
18 THE WITNESS: That's correct, Your
19 Honor.
20 CHIEF JUDGE BARNETT: It's
21 selected Form 3 stations.
22 THE WITNESS: That's correct.

1 CHIEF JUDGE BARNETT: Okay.
2 THE WITNESS: It was those carried
3 by the highest -- those retransmitted to the
4 highest number of distant subscribers.
5 JUDGE FEDER: So that was the
6 basis for the selection?
7 THE WITNESS: Yes, sir.
8 JUDGE STRICKLER: And just so
9 we're clear, when the Judge asked about the
10 selection, on page 11 of your direct
11 testimony, you said -- this is about four
12 lines from the bottom, "Using the CDC Form 3
13 Statement of Account data, I identified and
14 prepared a list of sample stations for each
15 year."
16 Do you see where I'm reading?
17 THE WITNESS: I certainly do.
18 JUDGE STRICKLER: You said sample
19 stations. Can you tell the Court how you
20 selected the sample?
21 THE WITNESS: Certainly. It was
22 based on the number of distant subscribers to

1 whom the programming was available. If you
2 look at the next page of my testimony, page
3 12, you'll see that the -- I listed the
4 percentage of distant subscribers, but not the
5 actual number. But the table in the middle of
6 my testimony has four columns. And in the
7 third column this shows the total number of
8 distant subscribers covered by the sample.
9 JUDGE STRICKLER: But it wasn't a
10 random sample, it was a sample that you
11 started out with those systems that reached
12 most subscribers and went down at some point,
13 decided to cut off your sample list?
14 THE WITNESS: Exactly.
15 JUDGE STRICKLER: How did you
16 decide when to stop?
17 THE WITNESS: Intuition. I would
18 do an analysis similar or identical to that in
19 the third column of the table on page 12. And
20 at the sample size of 75 percent, I felt like
21 that was a very good amount of coverage to
22 measure distant viewing. In subsequent years,

1 I covered up to 85, 86 percent of distant
2 subscribers. Again, these would be the
3 subscribers who would have access to the
4 programming.
5 JUDGE STRICKLER: Did you have any
6 concern with where the place that you cut off
7 the size of the cable system operated by way
8 of subscriber, might impact the ratio of IPG
9 shows that were distributed versus those that
10 are represented by -- those claimants that are
11 represented by MPAA?
12 THE WITNESS: IPG was not part of
13 my consideration. What you have to consider
14 are two things. Number one, the cost of
15 additional data, and number two, any
16 additional benefit to the data. In the case
17 of getting additional data, most stations in
18 the United States during this period and I
19 believe now, are affiliated with a non-ABC, -
20 CBS, or -NBC network. For example, there's
21 some -- during this period I think there was
22 UPN and WB Network, the Fox Network, Ion which

1 was formerly known as Pax and Univision.
2 So when you are purchasing
3 additional data, essentially you're purchasing
4 the same programs, more and more of the same
5 programs. And in order to purchase enough
6 stations to move the number of subscribers
7 covered, you have to increase your sample
8 size, but you don't get any benefit from it
9 because you've already got the programs and
10 everything will stay relative. Anything
11 additional does not change the overall
12 distribution of programs I think is what I'm
13 trying to describe.
14 JUDGE STRICKLER: Is that the
15 intuition you referred to before is knowing
16 when to stop?
17 THE WITNESS: Yes.
18 JUDGE STRICKLER: And when you use
19 that intuition as you just described it, you
20 weren't thinking one way or the other as to
21 how that might affect whether or not IPG
22 programs that were represented would have

1 otherwise showed up in the data had you
2 purchased more data?
3 THE WITNESS: IPG, I don't think
4 it ever crossed my mind.
5 BY MS. PLOVNNICK:
6 Q Ms. Kessler, when did you acquire
7 this data? It was well before this
8 proceeding, correct?
9 A Absolutely, years and years
10 before.
11 Q You retired from MPAA in 2010.
12 A Correct.
13 JUDGE STRICKLER: And you did the
14 sampling all on your own. There was nobody
15 else involved in it?
16 THE WITNESS: That's correct.
17 JUDGE STRICKLER: Thank you.
18 Sorry, counsel.
19 MS. PLOVNICK: No, that's all
20 right.
21 BY MS. PLOVNNICK:
22 Q So after you selected these

1 stations, what did you do next?
2 A The Nielsen ratings do not
3 differentiate between distant and local
4 viewing. So I had to perform what is called
5 a distant county analysis which is a county by
6 county analysis for each sample station, the
7 end result of which identifies local counties
8 for each station.
9 I would then tell Nielsen these
10 are the local counties for station whatever
11 and Nielsen could exclude cable viewing to
12 those stations so that the end result was
13 distant cable viewing.
14 Q Do you explain the process for the
15 county analysis in Appendix F to your
16 testimony?
17 A F. Yes, I do.
18 Q Did you have any further
19 involvement with the 2000 through 2003 Nielsen
20 studies after the county analysis?
21 A No, that was the end of it.
22 Q Did you send the results to

1 Nielsen?
2 A Oh, yes. They definitely have to
3 go somewhere. I forwarded the data to Nielsen
4 so that they could perform their viewing
5 studies.
6 MS. PLOVNICK: Now may I approach
7 the witness?
8 CHIEF JUDGE BARNETT: You may.
9 BY MS. PLOVNNICK:
10 Q I'm going to give you a copy of
11 MPAA Exhibit 359. 359 for the record is the
12 rebuttal testimony of Marsha E. Kessler, dated
13 May 15, 2013.
14 (Whereupon, the above-referred to
15 document was marked as MPAA
16 Exhibit 359 for identification.)
17 A Yes, I see that.
18 Q Have you seen MPAA Exhibit 359
19 before?
20 A Yes, I have.
21 Q And what is it?
22 A It is my rebuttal testimony,

1 including appendices A through E.
2 Q Do you have any corrections to
3 MPAA Exhibit 359?
4 A I don't know how to respond on
5 page five given the Judge's ruling this
6 morning. Initially, I would have struck Reel
7 Funds International because we had been
8 advised that they were withdrawing through
9 MPAA. I need a more learned person than
10 myself to help me out.
11 Q Subject to the Judge's ruling this
12 morning, other than the striking of Reel
13 Funds, do you have any other corrections?
14 A No, I don't.
15 Q And with this correction and
16 subject to the Judge's ruling this morning, do
17 you declare that MPAA Exhibit 359 is true and
18 correct and of your personal knowledge?
19 A I do.
20 MS. PLOVNICK: Your Honors, I move
21 to admit Exhibit 359.
22 MR. BOYDSTON: Excuse me, no

1 objection.
2 CHIEF JUDGE BARNETT: Exhibit 359
3 is admitted.
4 (The document, having been marked
5 previously for identification as
6 MPAA Exhibit 359, was received in
7 evidence.)
8 MS. PLOVNICK: Thank you, Your
9 Honor.
10 BY MS. PLOVNNICK:
11 Q Ms. Kessler, what's the purpose of
12 MPAA Exhibit 359?
13 A My testimony has two objectives.
14 One is to talk about some work that I and my
15 former supervisor did with respect to
16 overlapping claims that both MPAA and IPG
17 claim to represent. And the other is to do a
18 review of the program categories, the Phase 1
19 program categories.
20 Q Let's talk about the program
21 categories that you mentioned. Is there a
22 place in MPAA Exhibit 359 where you discuss

1 the Phase 1 categories?
2 A Yes, that's on page 2 of my
3 testimony.
4 Q Do you also discuss them in any
5 addendums?
6 A Certainly. On Addendum A which is
7 an advisory opinion regarding program
8 categories, and Addendum B which is a
9 description of the Phase 1 program categories.
10 Q Let's look at Addendum B which you
11 just mentioned. How many Phase 1 categories
12 are there?
13 A There are eight.
14 Q Can a single program fall in
15 multiple Phase 1 categories?
16 A No, they are all uniquely --
17 you're in one bucket or the other.
18 Q Why not?
19 A The Phase 1 -- these program
20 definitions respond to the -- are
21 representative of the eight groups who receive
22 Phase 1 allocations. So I can't -- MPAA

1 cannot represent baseball and sports can't
2 represent the Simpsons. They're mutually
3 exclusive.
4 Q Mutually exclusive categories for
5 programs?
6 A Correct.
7 Q All right, now let's go to the
8 other portion which I think you had actually
9 mentioned first which is the investigation you
10 talked about. What was the first step that
11 you had that investigation?
12 A I looked at IPG's direct case. I
13 believe it was the Exhibit 1 and a number of
14 claimants, represented claimants listed there
15 rang bells with me because MPAA had, based on
16 my recollection, had representation agreements
17 with those claimants as well. So wanted to
18 unmuddy the waters as best we could. Is this
19 claimant in the MPAA group or is the claimant
20 in the IPG group?
21 Q So what did you do next after
22 that?

1 A After that, my former supervisor,
2 Jane Saunders, and I undertook to contact the
3 -- what we call the overlapping claimants and
4 to find out the circumstances, how is it
5 possible that there are rep agreements between
6 with your organization between MPAA and IPG
7 and what's the correct way to go?
8 Q And after you contacted these
9 claimants what, if anything, did they do in
10 response to your inquiry?
11 A Virtually, all of them for almost
12 all of the years considered themselves to be
13 MPAA claimants. Some filed documents
14 clarifying representation with the Judges and
15 others provided evidence showing that they had
16 terminated their association with IPG at an
17 earlier date.
18 MPAA, as I understand it, had not
19 received in discovery some of those
20 termination letters. So we asked for copies
21 of them.
22 Q Let's turn to Addendum D to your

1 testimony. And what is Addendum D?
2 A This is a letter to WSG from the
3 U.S. Olympic Committee terminating IPG
4 representation.
5 Q What's the date of that letter?
6 A It's dated January 22, 2003.
7 Q And who is it addressed to?
8 A Mr. Raul Galaz.
9 Q And to your knowledge was MPAA
10 provided this letter in discovery?
11 A We are not copied on it and I
12 don't personally recall seeing it in my
13 capacity as an employee of MPAA. And I
14 understand that it was not provided to counsel
15 in discovery.
16 Q In the course of your
17 investigation, did any other claimants who had
18 previously notified the Judges that they
19 terminated their relationship with IPG come to
20 your attention?
21 A Yes. There is a local attorney
22 named Ted Hammerman who represents a number of

1 claimants in these proceedings. And he called
2 our attention to the document shown in
3 Appendix -- I'm sorry, Addendum E which is a
4 letter from the Farm Journal Media Company
5 advising that WSG is not authorized to
6 represent their claims.
7 Q And that's in Addendum E to MPAA
8 Exhibit 3598?
9 A That's correct. E as in Edward.
10 Q All right. Thank you, Ms.
11 Kessler. I have no further direct questions.
12 CHIEF JUDGE BARNETT: Thank you.
13 We will take our midday break at this time.
14 By my watch, it's 12:10. So we will reconvene
15 at 1:10. Thank you.
16 (Whereupon, at 12:10 p.m., the
17 hearing was adjourned, and will reconvene at
18 1:16 p.m.)
19 CHIEF JUDGE BARNETT: Ms.
20 Plovnick, did you complete your direct, then?
21 MS. PLOVNICK: Yes, Your Honor. I
22 was done with direct.

1 CHIEF JUDGE BARNETT: Okay.
2 Cross-examination, Mr. Boydston?
3 MR. BOYDSTON: Thank you, Your
4 Honor. Your Honor, similar to Ms. Plovnick,
5 with regard to a housekeeping matter on
6 exhibit numbers, IPG would like to begin
7 additional exhibits with the number 500,
8 because we didn't get to that in the previous
9 one.
10 CHIEF JUDGE BARNETT: That will be
11 just fine.
12 MR. BOYDSTON: There may have been
13 a four hundred or two we didn't use, but I'm
14 for sure we didn't use 500, so we'll be safe.
15 CHIEF JUDGE BARNETT: That's fine.
16 Thank you.
17 MR. BOYDSTON: Thank you, Your
18 Honor.
19 CROSS-EXAMINATION
20 BY MR. BOYDSTON:
21 Q Ms. Kessler, I am Brian Boydston.
22 I represent Independent Producers Group. It

1 is correct that you were responsible for
2 conducting MPAA's claims verification process
3 as you described, correct?
4 A Yes, sir.
5 Q And is it accurate that MPAA
6 directly represents approximately 100
7 claimants, I think you said, correct?
8 A That's correct.
9 Q And are you familiar with the --
10 you've said that there are contracts with
11 those 100 claimants that the MPAA has,
12 correct?
13 A Are you referring to the
14 representation agreement?
15 Q Well, I'll just ask if they are
16 contracts, and then it sounds like you have a
17 name for them, so --
18 A We call them representation
19 agreements.
20 Q Okay. And I realize "contract"
21 may be a term of art, so I apologize. To use
22 your term, the MPAA, to your understanding,

1 had an agreement, called a representation
2 agreement, with those 100 claimants for these
3 proceedings, correct?
4 A Correct.
5 Q Okay.
6 MR. BOYDSTON: Your Honor, I'd
7 like to admit what I'd like to have marked --
8 or, excuse me, I would like to present what we
9 will mark as IPG 500.
10 (Whereupon, the above-referred to
11 document was marked as IPG Exhibit
12 No. 500 for identification.)
13 And I apologize, it's a little
14 voluminous. If I may approach?
15 CHIEF JUDGE BARNETT: We've never
16 had voluminous exhibits in this case before,
17 Mr. Boydston, so I don't know how we'll handle
18 it.
19 MR. BOYDSTON: Apologies.
20 CHIEF JUDGE BARNETT: Thank you.
21 MS. PLOVNICK: Your Honor, may I
22 call your attention to the fact that these are

1 restricted I think and subject to protective
2 orders or -- oh, I'm sorry. I have to press
3 the button here. These are --
4 CHIEF JUDGE BARNETT: No, it's on.
5 MS. PLOVNICK: He said ours is
6 not, so --
7 CHIEF JUDGE BARNETT: Oh.
8 MS. PLOVNICK: -- the Court
9 Reporter. I'm sorry.
10 So it may -- if we begin to read
11 language from these, it may be appropriate for
12 us to pre-review. But I would leave it to
13 your discretion.
14 CHIEF JUDGE BARNETT: Thank you,
15 Ms. Plovnick. These exhibits, or this
16 exhibit, has at least -- initially flipping
17 through, I can see that it consists of a great
18 many restricted pages and redacted pages.
19 Mr. Boydston, if you are going to
20 ask questions about any of the detail, then I
21 will depend on Ms. Plovnick let me know if we
22 are getting into an area where she feels it is

1 restricted and we need to clear the courtroom.
2 MR. BOYDSTON: Understood, Your
3 Honor.
4 CHIEF JUDGE BARNETT: Okay?
5 BY MR. BOYDSTON:
6 Q Ms. Kessler, just take a look at
7 these briefly. We don't want you to look at
8 every page because we will be here way too
9 late, but are these the type of agreements
10 that you were referring to?
11 A Yes, they are.
12 Q Okay. They say "Representation
13 Agreement" on the top of it, correct?
14 A That's correct.
15 Q Okay. And did you assist in the
16 production of these documents in connection
17 with this litigation?
18 A I had retired by that time. I
19 directed the people who are still at MPAA
20 where to find them.
21 Q Okay. Did you have a hand in
22 directing the people at MPAA as to what

1 portions to black out or redact in these
2 documents?
3 A They were redacted by counsel, and
4 I had no part in that.
5 Q Okay. And it's your recollection
6 that this is the way they were produced,
7 though, with the redactions, correct?
8 A Correct.
9 Q And do you know what the purpose
10 was of the redactions?
11 A I do not.
12 Q All right. Were you aware that
13 there was a protective order in this case that
14 would protect these documents from third
15 parties seeing them?
16 A Yes.
17 Q Do you know why it was that it was
18 determined that it was necessary to redact
19 them despite the existence of the protective
20 order?
21 A I do not.
22 Q Did anyone ever tell you?

1 A No.
2 MR. BOYDSTON: Your Honor, I'd
3 like to move to admit Exhibit 500.
4 MS. PLOVNICK: Our only objection
5 would be that we would like it to be noted
6 that it is restricted and subject to the
7 protective order in this case. Other than
8 that, on the record, no objection.
9 CHIEF JUDGE BARNETT: Thank you.
10 Any objection from SDC?
11 MR. HARRINGTON: No.
12 CHIEF JUDGE BARNETT: Exhibit 500
13 is admitted as a restricted exhibit.
14 (Whereupon, the above-referred to
15 document, previously marked as IPG
16 Exhibit No. 500 for
17 identification, was admitted into
18 evidence.)
19 MR. BOYDSTON: Thank you, Your
20 Honor.
21 BY MR. BOYDSTON:
22 Q Are you aware whether or not there

1 have been any other versions of these
2 agreements that have been submitted in this
3 action?
4 A I am not aware.
5 Q And so the only proof of these
6 contracts that is before the parties and the
7 Judges are these, as far as you know, correct?
8 A As far as I know, correct.
9 Q Okay. Let me ask you just to look
10 at a page or two of these. As you can see,
11 they are numbered in the bottom right-hand
12 corner, starting with 5218. And let me ask
13 you to page to what is marked as 05444, about
14 in the middle of the stack. And, again,
15 that's 05444. And it's a page that is just
16 all black, correct?
17 A It sure is.
18 Q So it's a page that is -- has had
19 all of the information on it removed, correct?
20 A Correct.
21 Q Do you know why it was necessary
22 to remove every piece of information from some

1 of these pages?
2 A I do not.
3 Q Okay. And let me ask you to look
4 at the last one, at one more that's similar,
5 05511. And, again, that is 05511. And that
6 is completely blank as well, correct?
7 A Wait. I have to catch up with
8 you.
9 Q Sure. I apologize.
10 A 5511 is completely blank.
11 Q Okay. I could go through some
12 others, but I think the point is made. Some
13 of these pages were just completely wiped out,
14 correct?
15 A The two that you pointed out are
16 completely blanked out.
17 Q And I think that each of these has
18 some redaction, correct? I don't think any
19 were produced with no redactions. Is that
20 your recollection?
21 A I did not participate in the
22 redactions. So to the extent that they appear

1 in the format you have before me, you would
2 have to discuss that with counsel.
3 Q Okay. Now, you testified that in
4 addition to the 100 parties represented by
5 these contracts that the MPAA independently --
6 or, excuse me, indirectly represents a bunch
7 of other entities as well, correct?
8 A That's correct.
9 Q And those other entities are
10 represented by some of the contracting parties
11 here, actually have separate contracts with
12 other folks, correct?
13 A That's my understanding, yes.
14 Q Okay.
15 MR. BOYDSTON: Your Honor, I'd
16 like to present what will be marked as IPG's
17 Exhibit 501. I'm sorry. It's voluminous as
18 well.
19 (Whereupon, the above-referred to
20 document was marked as IPG Exhibit
21 No. 501 for identification.)
22 BY MR. BOYDSTON:

1 Q And, Ms. Kessler, like the last
2 exhibit, just take a glance at some of the
3 pages here. Tell me if you generally
4 recognize what these documents are, as a
5 generality first.
6 A I recognize them.
7 Q And what are they? They are
8 certifications, it says at the top, correct?
9 A These are the certifications it
10 looks for -- like definitely calendar year
11 2000 through 2003.
12 Q Okay. And it looks like, looking
13 at the second page, there are some redactions
14 there as well, correct?
15 A Yes.
16 Q And if I look at the fourth page,
17 there are some redactions there as well,
18 correct?
19 A Is that 1710?
20 Q Yes.
21 A Yes, there are.
22 Q And if you flip through this,

1 there are similar redactions throughout these
2 documents, correct?
3 A Yes.
4 Q Now, back to the first page of
5 Exhibit 501, looking down here where the
6 signatures come in, I see it says that one of
7 the signatories is Reny Montesinos, Manager,
8 AFMA Collections, correct?
9 A Correct.
10 Q And AFMA Collections, was that one
11 of the hundred entities that the MPAA had a
12 contract with, I believe?
13 A Yes, it is.
14 Q And so no question that MPAA had a
15 contract with AFMA. Now, this document refers
16 to AFMA, and then on the -- well, on the
17 second page, right underneath the heading it
18 says, "Claimant Bennett Productions, Inc.,"
19 correct?
20 A Correct.
21 Q So Bennett Productions, Inc., was
22 that an entity that the MPAA contends it has

1 the right to collect royalties for?
2 A Yes, that's correct.
3 Q And at the same time, the MPAA
4 doesn't have a contract with Bennett
5 Productions. It has a contract with AFMA
6 Collections, correct?
7 A Yes. If you'll refer to any of
8 the representation agreements that you want to
9 pick, if you'll look at paragraphs 16 and 17,
10 paragraph 16 says that "If a claimant has
11 submitted a joint claim for royalties, this
12 agreement shall authorize MPAA to represent
13 all joint claimants that are parties to the
14 joint claim submitted by the claimant."
15 And then, 17, that "The claimant
16 is the dually authorized representative of all
17 joint claimants that are parties to the joint
18 claim submitted by claimant, and is authorized
19 by all such joint claimants to execute this
20 agreement on their behalf, and to bind them to
21 the provisions, terms, and conditions of this
22 agreement."

1 Q Thank you. Now, with regard to
2 these first two pages that we have been
3 looking at on Exhibit 501, AFMA Collections
4 does not own the programming content of
5 Bennett Productions, correct?
6 A I have no information with respect
7 to that question.
8 Q Okay. But your understanding is
9 that MPAA's rights to make a collection for
10 Bennett derive through its contractual
11 agreement with AFMA.
12 A That's correct.
13 Q Not with Bennett.
14 A Correct.
15 Q Okay. Now, are you familiar with
16 IPG and its claimants, to some degree?
17 A To some degree.
18 Q And is it your understanding that,
19 somewhat like AFMA and Bennett, IPG has a
20 contract with its claimants similar to the
21 contract that AFMA has with Bennett?
22 A I have no knowledge of the

1 agreement between Bennett and AFMA -- I'm
2 sorry, IFTA. IFTA became -- AFMA became IFTA.
3 Q Okay.
4 A And I have only seen redacted
5 agreements between IPG claimants, so I don't
6 have a basis to respond to your question.
7 Q Okay. When you put together the
8 information to list all of the programs that
9 the MPAA was making claim for -- I think it
10 was the 11,600, correct?
11 A Correct.
12 Q Did you have any basis, then, to
13 know that in fact, since you didn't know what
14 the agreement was between AFMA and Bennett,
15 how did you know that the MPAA should have the
16 right to make a claim for Bennett, if you
17 didn't know what the contractual relationship
18 was between AFMA and Bennett?
19 A We have asked them to attest on
20 their representation agreement that they have
21 such authority.
22 Q Now, when you say you asked them

1 to attest, let's -- if we may be specific, you
2 asked who to attest to what?
3 A By virtue of signing the
4 representation agreement, AFMA has affirmed or
5 confirmed -- I'm not sure if I'm using the
6 correct word -- that they have the proper
7 authority to assert the claim, and that they
8 have the authority to bind their represented
9 claimant to MPAA representation.
10 Q Okay. But you don't have -- you
11 didn't get any information from Bennett to
12 confirm from Bennett's standpoint that AFMA
13 had the rights to make this claim, correct?
14 A Actually, in the case of Bennett,
15 I don't have documents but a telephone
16 conversation, because in one of the years
17 Bennett filed an independent claim. And so I
18 said, "You filed, and AFMA filed on your
19 behalf," and my recollection is that he said,
20 "Oh, if they file, that's fine. Go with
21 AFMA."
22 Q Okay. Thank you.

1 A So in that particular case, I do
2 know something.
3 Q You do have something.
4 Understood. If we look at the third and
5 fourth page of Exhibit 501, it looks like,
6 again, it's an AFMA certification. And on the
7 second page at the top it says "Claimant
8 Carolco Pictures."
9 A Correct.
10 Q Do you know whether or not Carolco
11 Pictures had in fact given its permission to
12 AFMA to make claims on its behalf?
13 A I have no information.
14 Q And so there you are relying on
15 the -- or, excuse me, on the representation
16 agreement by AFMA saying, "We promise that we
17 can represent everybody we are going to
18 present to you," essentially, right?
19 A That's correct.
20 Q At any point in the process of
21 verifying MPAA's claims, did you contact
22 Carolco Pictures to make sure that was

1 actually the case?
2 A We did not.
3 Q And with regard to other entities
4 represented by AFMA, did you, on a systematic
5 basis, go through and confirm that all of
6 these entities that AFMA claimed to represent
7 in fact were represented by AFMA?
8 A We did not.
9 Q And is that the same for AGICOA,
10 which is another contract -- company with a
11 contract with the MPAA, correct?
12 A In no case did we contact the
13 underlying claimants.
14 Q And I believe it is your testimony
15 that the number of -- again, the number of
16 claimants -- you have a direct contract where
17 there is 100, but the indirect grows up to
18 1,400, right?
19 A Was it that many? I thought it
20 was like 11 -- 1,400, was that the number?
21 Q That's what I said, yes.
22 A Oh, okay. I'm sorry. Yes.

1 Q Is that correct?
2 A That's correct.
3 Q And so a lot of these claims of
4 the 1,400 are situations where you don't have
5 a direct contract like you do with the
6 hundred. Instead, you are relying on the fact
7 that the hundred say that they represent the
8 1,400, correct?
9 A That's correct.
10 Q But there is no -- the MPAA
11 doesn't go through any process to verify that
12 on a case-by-case basis.
13 A That's correct.
14 Q Have you had circumstances in
15 which it has turned out that one of the 100
16 has claimed somebody and certified that they
17 indeed, you know, have the right to represent
18 another party, and then it turned out that was
19 not the case?
20 A Not to my recollection, no, not
21 during my time at MPAA.
22 Q Do you recall the entity that had

1 a contract with the MPAA called Fintage?
2 A Yes.
3 Q And do you recall, as you may have
4 heard -- or, actually, strike that. Are you
5 aware that Fintage claimed to have an
6 agreement to pursue the rights on behalf of
7 the BBC?
8 A It has only been brought to my
9 attention during the course of these
10 proceedings.
11 Q Okay. And are you aware that the
12 BBC has disavowed Fintage's right in that
13 regard?
14 A I think I heard you say that this
15 morning.
16 Q Are you aware of any other MPAA
17 parties with whom the MPAA has a direct
18 contract, i.e., the 100, where a similar thing
19 has come out, that somebody had claimed to
20 have rights to never produce a contract to
21 you, and then had to say, "Oh, you know,
22 actually, we don't have those rights"?

1 A I don't recall. By saying I don't
2 recall, I don't recall that that circumstance
3 ever happened.
4 Q Okay. Do you know whether or not
5 the MPAA ever asked parties like AFMA to
6 produce its contract with its underlying
7 parties, such as Carolco, et cetera?
8 A No, we never did.
9 Q Okay. So you never asked them to
10 produce them, and you never contacted the
11 represented parties, like Carolco,
12 independently, correct?
13 A That's correct.
14 Q Are you aware of whether or not
15 IPG requested to see the agreements between
16 the MPAA and these 100 parties in this action?
17 A Am I aware that you asked to see
18 the agreements?
19 Q Yes.
20 A Yes, I am.
21 Q And you're aware that they were
22 produced in this fashion, correct?

1 A I see that now, yes.
2 Q Now, looking back at the
3 Exhibit 500 --
4 A That's the rep agreements?
5 Q Yes. Thank you. My question --
6 and you can just look at the first one or the
7 second one, because it applies to all of them,
8 is whether or not these, in this form, state
9 what year they apply to.
10 A They do not.
11 Q Do you know why that is?
12 A There would have been a memorandum
13 that I mailed in conjunction with this. And
14 my recollection is the memorandum would state
15 the beginning year. The reason was, up until
16 a certain point -- and to tell you the truth,
17 I don't recall which royalty year we changed
18 it -- but we executed a representation
19 agreement for every royalty year. So it was
20 -- it became -- I hate to use the word
21 "burdensome," but it was burdensome to do that
22 process every year.

1 So at some point, and certainly
2 that was I think the case starting in 2000, if
3 not before, we became a -- we made it a
4 perpetual representation agreement -- this may
5 be the very first royalty year that was
6 covered by that. I'm not going to testify
7 that I know that for sure, but the memorandum
8 that accompanied it would have said we are
9 doing something new, it is going to be
10 perpetual, it starts with royalty year
11 whatever.
12 Q Okay. But in terms of trying to
13 figure out what years these apply to, is it
14 specified in these documents that it is
15 perpetual?
16 A Yes, it is.
17 Q Okay.
18 A Paragraph 18, "This agreement
19 exists in perpetuity."
20 Q Thank you. I appreciate that.
21 Now, in the representation agreements, does it
22 warranty in these representation agreements

1 that the individual party at issue has not
2 already granted these rights to some other
3 entity, like even IPG or the man on the
4 street?
5 A I don't know what a warranty is.
6 Q Certainly. Is there anything in
7 here that says, "I" -- in this case let's call
8 it AFMA -- "I, AFMA, state that I have not
9 given these rights that I am asking the MPAA
10 to pursue to some other guy to pursue"?
11 A No. The representation agreement
12 does not address that question.
13 Q Okay. And so if, in fact, that
14 had happened, this agreement doesn't provide
15 the MPAA with any ability to get recompense?
16 MS. PLOVNICK: Objection. Your
17 Honor, Ms. Kessler is not an attorney, and she
18 really shouldn't be asked to interpret the
19 legal points of the contracts.
20 CHIEF JUDGE BARNETT: Sustained.
21 But I think she already answered that she was
22 not aware of any such provision in the

1 contracts.
2 MS. PLOVNICK: Thank you.
3 BY MR. BOYDSTON:
4 Q And when approximately did you
5 retire? I only ask because I don't want to
6 ask about questions that you weren't there
7 for.
8 A I know exactly when I retired. It
9 was on my 60th birthday, August 20, 2010.
10 Q Great. Do you recall, were these
11 representation agreements used up until the
12 time that you retired?
13 A I think they were not.
14 Q Do you know when they stopped
15 being used?
16 A No, I do not.
17 Q Okay. Do you have an estimate?
18 Were they only used during these years in
19 question, or were they -- actually, strike
20 that. Let me ask a good question. That's a
21 bad one. We know they were used during these
22 years. Were they used after these years, if

1 you know?
2 A I believe it changed. I don't
3 recall what royalty year.
4 Q Fair enough.
5 A It was close to my retirement.
6 Let's put it that way.
7 Q Okay. So sounds like it went on
8 at least for a few years after this particular
9 time period.
10 A That's correct.
11 Q Okay. Now, with regard to your
12 testimony about the 11,600 titles, do you
13 recall that?
14 A Yes.
15 Q And that is the number of titles
16 -- it's an approximation, I presume, but
17 that's the number of program titles the MPAA
18 says it has a claim for in these proceedings,
19 right?
20 A Listed by year. So that -- I
21 don't want to try to -- I don't want to appear
22 to be disingenuous about the number of works.

1 It depends on how you count. If you put all
2 of them together, there are 11,000 works.
3 However, the same work -- let's just pretend
4 it's MASH -- might have been retransmitted
5 every year.
6 So if you add all of the lists up
7 together, you get MASH four times. But if you
8 don't, you get it once per year. Just so you
9 understand.
10 Q So if we only counted MASH once,
11 and other programs like it -- in other words,
12 not once for 2000, 2001, 2003, et cetera, but
13 just once, period, the 11,600 figure would be
14 much lower, correct?
15 A I don't know that it would be much
16 lower, but it would be lower.
17 Q Because there are a number of
18 programs where there was a claim each year,
19 correct?
20 A Correct.
21 Q Okay. When you put this list of
22 11,600 together, that is obviously a big list,

1 correct?
2 A Yeah.
3 Q Okay. And was it reduced to an
4 electronic format for ease of use?
5 A Yes.
6 Q Do you know why that electronic
7 format was never produced to IPG in discovery?
8 MS. PLOVNICK: Objection. The
9 Judge has already ruled that MPAA was only
10 required to produce a paper copy of its
11 exhibits in discovery if the -- the order I
12 believe mentioned it, in fact, and this seems
13 to be an attack on that order.
14 CHIEF JUDGE BARNETT: The
15 objection is sustained. Ms. Kessler was not
16 -- is not counsel and was not privy to the
17 decisions made by counsel, Mr. Boydston, so
18 that was not an appropriate question.
19 MR. BOYDSTON: Okay.
20 BY MR. BOYDSTON:
21 Q Now, in terms of compiling the
22 list, which that you do have, that was your

1 job, you did do that of course, right?
2 A Yes.
3 Q I understand the first step was to
4 analyze the program title information, is that
5 right?
6 A What process are we -- are we
7 still talking about the production of the
8 appendix?
9 Q No. I apologize. What I'm
10 talking about is your process of coming up
11 with the 11,600 titles.
12 A For the exhibit?
13 Q No. Let me back up. I'll start
14 all over, start from scratch.
15 A Okay.
16 Q My understanding is you used MPAA
17 -- you used data to come up with the list of
18 11,600 program titles, correct, to use --
19 A I did that only for the purpose of
20 this hearing.
21 Q Oh, okay. I thought that in
22 helping with the MPAA study you came up with

1 the program titles list, correct? No?
2 A For what purpose?
3 Q The purpose of assisting the MPAA
4 in putting together its study for this matter.
5 I apologize, it's --
6 A Ask me again. I'm sorry. I'm --
7 Q That's quite all right. That's
8 quite all right. As you know, the MPAA is
9 offering a certain methodology in these
10 proceedings, correct?
11 A I believe so.
12 Q And as I understand it, sort of
13 Step 1 in that process was the MPAA had to
14 figure out a comprehensive list of all of the
15 programs for which it would seek royalties in
16 this proceeding. And somebody had to figure
17 out --
18 A Oh, okay.
19 Q -- how do we know --
20 A So you are talking about the
21 appendix in my direct testimony of the works
22 that we --

1 Q Yes.
2 A -- are claiming. Okay.
3 Q Right. That list of 11,600
4 titles.
5 A Okay.
6 Q And you put that together,
7 correct?
8 A Yes.
9 Q And --
10 A Let me take that back. I did not
11 do that. I did not do that.
12 Q Do you know who did?
13 A I believe counsel put it together.
14 Q Okay. Did you provide information
15 to counsel so they could do it?
16 A Yes.
17 Q Okay. And what information --
18 A You know, I'm blanking on who did
19 it.
20 Q That's quite all right.
21 A Just give me --
22 Q Take a minute.

1 A -- a minute.
2 Q Sure.
3 A Just give me a minute and let me
4 figure out who did it, because it was I think
5 roughly a year ago. I honestly don't recall
6 whether it was counsel or I who did it.
7 Q Okay. Do you remember at some
8 point trying to cobble together information to
9 get that list together or to assist?
10 A Assist.
11 Q Okay. And how did --
12 A Can I confer with counsel?
13 Because I can get the answer quickly. I just
14 don't remember.
15 Q Well, let me withdraw that
16 question just for a minute, and let me ask you
17 this. Do you recall whether or not you looked
18 at certain information to either put the list
19 together or just assist? I'm really not so
20 concerned with whether you did it or you
21 assisted.
22 I'm just wondering, where did the

1 information come from to begin with? What was
2 the fount of knowledge, if you will? Is
3 there, you know -- was there a big stack of
4 papers you looked through or files or
5 something like that? Maybe the contracts
6 themselves?
7 A Wouldn't have been the
8 representation agreements. It may have been
9 the certifications of entitlement --
10 Q Okay.
11 A -- because those would list, with
12 the exception of anything lined out, those
13 would provide the works for which MPAA is
14 claiming remuneration.
15 Q Okay. There was a statement in
16 some of the MPAA papers that talked about
17 someone doing independent research on this
18 question to try and figure out if there were
19 additional titles that should be included in
20 the MPAA's list.
21 A Correct.
22 Q Do you recall doing that, or

1 anyone else doing that?
2 A I've done some of that actually,
3 yes.
4 Q Okay. And what was that
5 independent research?
6 A Sometimes we would have works that
7 we felt like there should be a claimant for,
8 but we were not aware that our client had
9 asserted a claim for it. And, unfortunately,
10 I don't remember the name of the company, but
11 it used to be called BIB, and MPAA had a
12 subscription to whatever the new company's
13 name is to see the producer and syndicator of
14 a work. And we would often go to that source
15 and see if the syndicator or the producer was
16 one of our claimants.
17 Also, and this was just -- I don't
18 know if it's fortuitous, but whatever -- I
19 speak Spanish, and there are a lot of English
20 language movies that are broadcast in Spanish,
21 either dubbed or subtitled. And so there was
22 a -- and, unfortunately, the foreign language

1 title may frequently have nothing to do with
2 the American language title.
3 So it's not a matter of
4 translation. It would be a matter of looking
5 at who the actors were, the production year,
6 et cetera. And so if I saw something that had
7 Paul Newman and whoever, and I knew the
8 American language, and I could sort of figure
9 out, I would match those together, see if
10 there was an MPAA claimant, and assign it to
11 that company to see if they could take credit
12 for it.
13 Q And what materials did you get
14 such information from? Like, for instance, in
15 your example, where would you see a Spanish
16 title and information about the actors that
17 you would then use to try and do the inquiry
18 you just described?
19 A Those would be works on the
20 retransmitted stations, from their program
21 logs.
22 Q So you'd get that information from

1 retransmitted stations program-wise.
2 A Correct.
3 Q And where does one get a
4 retransmitted -- I know the answer, but where
5 does --
6 A You want to see if I know the
7 answer.
8 Q Well, I know you do, too, but I
9 want to sure everybody else does. Where does
10 one get a retransmission log on -- that you
11 just described?
12 A A television station log?
13 Q Yes.
14 A I don't know how many sources
15 there are for that information. We purchased
16 ours from Tribune Media, which was previously
17 known as TV Data. I'm not sure which company
18 name was appropriate or --
19 Q Okay. So those --
20 A -- at that time.
21 Q It was materials like that that
22 you used to do this independent research.

1 A Correct.
2 Q Okay. Do you know whether or not
3 those documents were ever produced in
4 discovery in this matter to IPG?
5 A I do not know.
6 Q Okay. Now, once you did these
7 various things, the independent research,
8 et cetera, and you decided, gee, I think these
9 make the list of 11,600, I believe the next
10 thing was to send out the certification
11 notices, correct?
12 A Correct. But we didn't do it all
13 four years at one time. So to say I did it
14 four years in a row with that many titles
15 overstates what we did.
16 Q Okay. Why don't you just tell us
17 what you did.
18 A We compiled the list of works that
19 we believe were attributable to our claimants,
20 and we sent them the certification documents
21 as I have described before, the first one on
22 top of -- I'm sorry, I don't remember what

1 exhibit this was, but --
2 Q 501.
3 A 501 is the certification. So we
4 sent them a document that consisted of two
5 parts, the certification page and a page
6 listing the works that we believed were
7 attributable to their company. We told them
8 to cross out anything that didn't belong to
9 them, and also to bring our attention -- my
10 attention -- to anything they thought we had
11 missed.
12 Q Okay.
13 A So that we could doublecheck, see
14 if we had missed something, and make sure that
15 it was included.
16 Q And the first -- let's take the
17 first certification on 501, because it's easy
18 and at the top. The second page, that is the
19 program list that you referred to. This one
20 only has two, I believe, but I believe the
21 program list is Miss Hawaiian Tropic
22 International Pageant, and Miss Hawaiian

1 Tropic United States Pageant. Is that the
2 "program list" you refer to?
3 A Yes, it is.
4 Q So the idea is you send this to
5 these folks, and they see that and they say,
6 "Okay. I'll cross it off if it's not mine.
7 If it's not mine, I'll keep it the way it is
8 and send it back."
9 A That's the understanding, yes.
10 Q Okay.
11 A And sign the piece of paper --
12 Q Right.
13 A -- attesting to the bona fides to
14 claim the works.
15 Q Okay. Was there any concern that
16 by sort of suggesting to these people that
17 these were their programs you might just get
18 someone who doesn't cross them out, because
19 they just think "Hey, it's free money, it's a
20 free claim, I'll take it"?
21 A There is always a concern about
22 something like that. But we trust that there

1 are more honorable people and corporations
2 than not.
3 Q Okay. Do you ever have situations
4 or -- strike that. Still looking back at the
5 same document, in the same two pages, it
6 doesn't look -- what if they only owned it for
7 part of the year? Does this take account for
8 that or --
9 A It doesn't. But we did have a way
10 of -- let me think. I know we had
11 circumstances where one claimant might own a
12 work for a portion of the time, and a second
13 claimant would pick it up for the remainder of
14 the year, something like that. And if they
15 told us about that, we were able to allocate
16 the royalties according to what information
17 they called our attention to.
18 Q Okay. And what about a situation
19 where maybe like the Miss Hawaiian Tropic
20 owner only owned the rights in a certain
21 region. Did you have a way of dealing with
22 that?

1 A When I think of region, I think of
2 worldwide royalties, but that's a term of art.
3 I am not aware, in my experience, that more
4 than one syndicator would have different --
5 would be authorized to distribute in different
6 markets. I'm not saying it's not so; it's
7 just not in my experience.
8 Q And this document doesn't really
9 do anything to make that determination as far
10 as we can see.
11 A No, it doesn't.
12 Q Okay. So like here, it happens to
13 be Hawaii. Let's say this person only owned
14 the rights in Hawaii. You would go ahead and
15 make the claim for rights across the United
16 States.
17 A I don't think that --
18 Q I realize that is hypothetical,
19 but --
20 A -- circumstance is not -- not
21 likely to transpire.
22 Q I understand. If it were, that

1 would be the case, but it's unlikely, correct?
2 MS. PLOVNICK: Objection. This
3 calls for speculation.
4 CHIEF JUDGE BARNETT: Sustained.
5 BY MR. BOYDSTON:
6 Q Now, as I understand it, the
7 certification report is only asking about
8 claims broadcast on U.S. stations, correct?
9 A Correct.
10 Q And is this one of the reasons why
11 in your testimony you said you excluded
12 Canadian and Mexican station broadcasts?
13 A And public television, yes.
14 Q Okay. And why did you think it
15 was appropriate to exclude Mexican and
16 Canadian broadcasts?
17 A I hate to say it's the way it has
18 always been done. Essentially, that's it. We
19 have -- MPAA has, throughout the years,
20 asserted for -- we get a tiny bit of indirect
21 allocation from Canadian stations, but it is
22 not a direct payment or one that can be pinned

1 to specific works or even specific stations.
2 Q Okay.
3 A But we don't get an allocation for
4 anything on Mexican stations and not for
5 public television stations.
6 Q Do you understand that Canadian
7 broadcasts of U.S.-owned material is
8 compensable in this proceeding?
9 A I understand that there is a
10 minute amount of programming that is
11 compensable, yes.
12 Q And that minute amount is where it
13 was broadcast by a Canadian station, picked up
14 by a U.S. cable system operator, and the
15 material itself was owned by an American, is
16 that correct?
17 A I don't have that much
18 information.
19 Q Okay. Is it fair to say you don't
20 have enough information to say yes or no to
21 that question?
22 A That's correct.

1 Q Okay. Now, the certifications are
2 -- once again, these certifications, you only
3 receive the certifications from agents like
4 AFMA, not the parties they contract with,
5 correct?
6 A That's correct.
7 Q Okay. And so you have AFMA
8 saying, "Yes, we know that Bennett has these
9 rights," but nothing from Bennett, although
10 you said Bennett -- you actually had a phone
11 call with them, so Carolco, I'll say. AFMA is
12 saying, "We, AFMA, have a right for the
13 programming of Bennett." But you have no
14 certification with Bennett -- with Carolco
15 saying, "We have the right," correct?
16 MS. PLOVNICK: Objection. This
17 calls for speculation. Ms. Kessler testified
18 about one claimant. He is asking for a
19 generalization as to the whole group. She has
20 already testified as to Bennett having a
21 specific telephone conversation. I don't know
22 that it is a generalized statement that can be

1 made to the whole group.
2 CHIEF JUDGE BARNETT: Overruled.
3 MR. BOYDSTON: And I think I asked
4 the question twice, so I apologize to
5 everybody.
6 BY MR. BOYDSTON:
7 Q I think in the case of Carolco
8 there is no agreement with -- there is no
9 certification from Carolco. The certification
10 comes from AFMA, correct?
11 A That is correct.
12 Q And your understanding is that is
13 the way it is done for all of the parties that
14 the MPAA has contracts with where they
15 represent other parties, too.
16 A Not just my understanding; it's a
17 fact.
18 Q Yes. Okay. Thanks. Now, are you
19 aware that there are programs within these
20 certifications that are not being claimed by
21 the MPAA in this proceeding?
22 A No, I'm not.

1 Q Okay. Do you -- well, strike
2 that. Now, you don't have a background in
3 statistics, I understand.
4 A I have coursework in statistics.
5 Q Okay. And how much coursework in
6 statistics?
7 A Two courses.
8 Q And how long ago was that?
9 A A thousand years. Let me think.
10 I'm going to guess the early '90s.
11 Q Okay. Do you consider yourself to
12 be -- to have an ability to handle statistics?
13 In other words, let me ask, I don't believe
14 you hold yourself out as an expert in
15 statistics, correct?
16 A Definitely not.
17 Q Okay. Do you feel like you have
18 an ability to use statistics and handle
19 statistics?
20 A Not comfortably.
21 Q Okay. Me neither. That's why I'm
22 a lawyer.

1 A I was just going to say also, in
2 the course of my ESL training, I had to take
3 a testing course. So I have actually had
4 three courses in statistics, and I didn't like
5 any of them.
6 Q Okay.
7 A They were wretched.
8 Q Fair enough.
9 A With all due respect to the bench.
10 Q Now, you have been part of these
11 proceedings for a long time, correct?
12 A Yes, I have been.
13 Q And I'm not going to ask your
14 legal opinion, Scout's honor, but after they
15 conclude they usually publish some kind of a
16 ruling or a decision, right?
17 A That's correct.
18 Q And do you tend to read those
19 after they come out?
20 A I think I've read most of them,
21 yes.
22 Q Okay. Based on that, and not on a

1 legal conclusion, but just based on the fact
2 that -- having read these, have you noted
3 before that there have been times when the
4 decisions have suggested that the MPAA maybe
5 should have more stations in its surveys?
6 A I believe the '97 proceeding said
7 that -- I'm just trying to remember if any
8 after that stated that.
9 Q Okay.
10 A I know the '97 proceeding did.
11 Q Were you working at the MPAA when
12 the 1983 proceedings went on? That's --
13 A Yes.
14 Q Okay. I didn't know if -- that
15 was a ways back. Do you recall that in the
16 1983 proceedings the MPAA used 117 stations in
17 its survey?
18 A I don't recall.
19 Q Okay. Does that number sound
20 about right or --
21 A Don't recall.
22 Q Okay. Fair enough. Do you recall

1 that back in '83 there were about 622
2 retransmitted stations carrying MPAA material
3 at the time?
4 A I have no recollection of that.
5 Q Okay. Now, during this time
6 period, 2000 to 2003, do you have a general
7 notion as to how many retransmitted stations
8 carried MPAA material?
9 A I would think all of them did.
10 Q Okay. So probably something on
11 the order of 900. Does that sound correct?
12 A I have no idea.
13 Q Okay. Now, I think for the first
14 year here, 2000, you end up picking or coming
15 up with a list of 81 stations, correct?
16 A Yes.
17 Q Okay. And how did you decide what
18 a minimum amount of stations should be? Well,
19 I think I -- it was asked in your direct, and
20 you said you used your intuition. Is that
21 correct?
22 A That's correct.

1 Q Okay. Is it your feeling that --
2 I think the highest number of these four years
3 was 2003 when you used a list of 125 stations,
4 correct?
5 A Bear with me here.
6 Q Sure. Okay.
7 A Yes. It went from 81 stations in
8 2000 to 125 in 2003.
9 Q And is it accurate that 125 in
10 2003 started out as 128, but you had to -- you
11 took off three stations because they had 100
12 percent zero viewing, does that ring a bell?
13 A That does ring a bell.
14 Q Okay. And so what happened was
15 you had 128, but when you looked at them there
16 were three stations that just had a complete
17 blank line, right?
18 A I didn't see the data myself. I
19 believe that Nielsen advised me that there was
20 no viewing -- distant cable viewing for those
21 stations.
22 Q Okay. Based on having done this

1 for these different years, have you observed
2 that if you have fewer stations you pick up
3 fewer programs?
4 A No.
5 Q Are there some times when you have
6 fewer stations but you pick up more programs?
7 A I don't know.
8 Q Okay. When you got together the
9 Nielsen data in this proceeding, do you recall
10 when approximately it was that you ordered
11 this data for 2000 to 2003 from Nielsen?
12 A I can recall, I think, that it was
13 certainly after the fact, meaning after the
14 royalty years, by several years for each
15 sample, for each study. But I don't recall
16 specifically.
17 Q Okay. I seem to recall that you
18 also told Nielsen you wanted them to segregate
19 certain things, because you wanted certain
20 counties only and not other counties. Why was
21 that again?
22 A The Nielsen data -- Nielsen takes

1 measurements to TV stations on a county-by-
2 county basis. But the distinction between
3 distant and local is appropriate only for the
4 people in this room and the claimants we
5 represent. So there has to be a mechanism by
6 which Nielsen knows where not to measure
7 because it would be local viewing.
8 So the county analysis that I
9 referred to identifies for each station the
10 local counties, so that when Nielsen does its
11 measurements the measurements that it gets
12 filter out local viewing, so that only distant
13 cable viewing is captured.
14 Q And I think that local viewing is
15 -- there is a term of art, I believe.
16 Sometimes people refer to the FCC footprint.
17 Are you familiar with that?
18 A I am not.
19 Q Oh, okay. Is it fair to say that
20 you don't know what the FCC footprint is?
21 A Not a clue.
22 Q Okay. Then I won't ask you about

1 it.
2 Who would you describe, if you
3 could, as the architect of the MPAA viewer
4 study? Who is the person most in charge of it
5 as far as you would say?
6 A Well, you have asked two different
7 questions.
8 Q Sorry.
9 A You didn't realize it. The
10 architect is the late Alan Cooper. He was my
11 supervisor when I came to MPAA in the '80s,
12 and it was he who -- he certainly didn't do
13 the programming, but he had the concept of
14 doing it. And then the person who perpetuated
15 it, meaning selecting the sample stations and
16 commissioning the studies, was I.
17 Q That was who?
18 A Me.
19 Q Oh. It was you. Okay. Do you
20 know when Mr. Gray was engaged for this
21 proceeding?
22 A I do not.

1 Q Who directed you to order the
2 Nielsen data?
3 A It was my job to do that.
4 Q Okay. And you just knew that you
5 had to do that, no one had to say, "Ms.
6 Kessler, order that Nielsen data"?
7 A No. It was part of my
8 responsibility.
9 Q Okay. Are you able to explain the
10 MPAA viewer study to the Judges?
11 A I don't know.
12 Q Well, do you want to give it a
13 try?
14 A Yes. Let's see. Okay. I send
15 Nielsen a list of the stations, and I tell
16 them, "Don't measure viewing -- for Station 1,
17 don't measure viewing in these counties
18 because it is local. Only measure viewing
19 outside these counties." So that's one
20 instruction.
21 A second instruction is, "Put the
22 programming in -- put each program in one of

1 eight categories representing the eight
2 categories here before the Judges. Give us
3 the answers." I think that's it.
4 Q Thank you. I believe that you
5 asserted in your -- it may have been in your
6 written testimony that viewing, as measured by
7 Nielsen, is the predominant standard by which
8 all television programming is commercially
9 evaluated.
10 A That's correct.
11 Q And what is the basis -- or,
12 excuse me, strike that. Have you ever been
13 involved with the U.S. -- excuse me. Have you
14 ever been involved with U.S. television
15 syndication of a program?
16 A No.
17 Q Okay. Then, is your statement
18 that viewership is the basis for commercial
19 evaluation of television programming based on
20 conjecture?
21 A Based on just experience and --
22 not direct experience but knowledge of the

1 syndication industry.
2 Q Okay. Once again, going back to
3 some of the rulings that have been set down
4 over the years by the different panels that
5 have come and gone -- and, again, not asking
6 for a legal conclusion -- but do you just
7 remember from reading those that at times
8 there has been criticism of viewership-based
9 studies?
10 A I am aware of that.
11 Q Okay. Has there ever been any
12 discussion at the MPAA of looking for a
13 different approach, other than viewership-
14 based studies?
15 A For purposes of royalty
16 distribution, no.
17 Q Okay. Obviously, it has never
18 been done, but in addition to that, it has
19 never even been considered?
20 A Not during my tenure there.
21 Q Okay. You'll recall the last
22 Phase 2 proceeding was some time ago, and I

1 think you testified in it. That was for the
2 '97 royalty year, correct?
3 A Yes, that's correct.
4 Q And do you recall that the
5 decision that came out by the CARP made
6 comments about zero viewing -- the incidence
7 of zero viewing in the MPAA study. Do you
8 recall that?
9 A I recall that.
10 MR. HARRINGTON: Objection. Your
11 Honor, he's asking about a decision that was
12 vacated, so I don't think it's appropriate to
13 be questioning what the provisions of a
14 vacated decision are.
15 MR. BOYDSTON: If I may be heard
16 just on one thing. It was vacated. However,
17 it was by the Librarian, not the CARP. And
18 when the Librarian did it, it put in there in
19 text, "We vacate the decision, but not the
20 logic hereof." That's in the decision in
21 black and white.
22 CHIEF JUDGE BARNETT: Overruled.

1 BY MR. BOYDSTON:
2 Q In this proceeding, and in putting
3 together the MPAA study for this proceeding,
4 do you know whether or not the MPAA discussed
5 ways to reduce the incidence of zero viewing
6 in the study?
7 A We did not discuss it, and we did
8 not consider that it was a problem.
9 Q Okay. Now, you explained that one
10 of the things you worked on was what you
11 called an overlap between MPAA claimed
12 programs and IPG claimed programs --
13 A Correct.
14 Q -- correct? With regard to the
15 BBC, which we have discussed previously, they
16 were claimed as a program -- their programs
17 were claimed by Fintage, correct?
18 A I believe, yes.
19 Q Okay. And they are also claimed
20 by IPG, correct?
21 A Correct.
22 Q Did you ever ask Fintage to

1 validate its claims on behalf of the BBC? Or
2 do you know if anyone else did at the MPAA?
3 A I want to back up just a second,
4 and then I promise to respond to your
5 question.
6 Q No problem.
7 A Amongst syndicators, there are
8 many companies with different but similar
9 names. BBC is one of them. There is BBC
10 Worldwide, which is the entity that I believe
11 operates outside of the United States, and BBC
12 America.
13 So when you say BBC, like there
14 are three companies called Freemantle, but
15 they don't have anything to do with each
16 other. So I think it is important that we be
17 specific about which entity we're referring
18 to.
19 Q Let me withdraw the question on
20 BBC, then. Let me ask the same question with
21 regard to Reel Media. And to make the record
22 good, I'll start from scratch on the question.

1 Do you know whether or not the MPAA ever asked
2 Fintage to validate that it was permitted to
3 assert claims and try to collect claims on
4 behalf of Reel Media?
5 A We did not make that effort.
6 Q Do you understand from these
7 proceedings that in fact Fintage's claim on
8 behalf of Reel Media has been disavowed by
9 Reel Media?
10 A Yes, I'm aware of that.
11 Q Are you familiar with the entity
12 -- I think you mentioned it -- strike that.
13 Didn't you mention something about Farm
14 Journal -- what's their name? Farm Journal
15 Electronic Media, do you recall them?
16 A Yes. It's my last appendix in my
17 rebuttal testimony.
18 Q Okay. And that was an entity, I
19 think you said, where there was an overlap
20 between IPG and MPAA, correct?
21 A Correct.
22 Q Okay. I'd like to present what

1 I'd like to mark as Exhibit 503. And this one
2 is not voluminous, I'm happy to say. I'm
3 sorry, 502. The first one was 500.
4 I apologize, Your Honor.
5 (Whereupon, the above-referred to
6 document was marked as IPG Exhibit
7 No. 502 for identification.)
8 Let me ask you to take a look at
9 that, and let me know if you have seen that
10 before.
11 MR. HARRINGTON: Do you have one
12 for us?
13 MR. BOYDSTON: Sure.
14 THE WITNESS: Well, this catches
15 me by surprise.
16 BY MR. BOYDSTON:
17 Q Okay. And why is that?
18 A I have never seen it before.
19 Q Okay. And would you agree that it
20 is clear from this document that in fact
21 although Farm Journal will have an overlap --
22 there are overlapping claims for Farm Journal,

1 Farm Journal seems to be making pretty clear
2 that it's IPG who has got them, right?
3 A They certainly say, "Disregard the
4 previous correspondence."
5 Q Right. And I ask you this in part
6 because you remembered Farm Journal in your
7 direct independently, so I'm wondering if you
8 might have a few other memories. Do you know
9 whether or not the MPAA ever confirmed --
10 MS. PLOVNICK: Objection. Ms.
11 Kessler didn't remember it independently.
12 That's a mischaracterization of her testimony.
13 CHIEF JUDGE BARNETT: Sustained.
14 BY MR. BOYDSTON:
15 Q Okay. With regard to Farm
16 Journal, do you recall whether or not the MPAA
17 ever tried to validate with Farm Journal that
18 in fact Farm Journal wanted its rights pursued
19 by the MPAA or one of its agents?
20 MS. PLOVNICK: Objection. Ms.
21 Kessler never testified that MPAA represents
22 Farm Journal. It is also not on the list of

1 claimants.
2 MR. BOYDSTON: I thought I heard
3 -- oh, sorry.
4 CHIEF JUDGE BARNETT: Well, there
5 was testimony that there was an overlap in
6 claims.
7 MS. PLOVNICK: No, Your Honor.
8 There was testimony that they separately had
9 notified the Judges that they terminated IPG,
10 not that MPAA represented --
11 CHIEF JUDGE BARNETT: That might
12 be your memory of the facts, but that's not
13 the testimony. The testimony -- the question
14 was, were there overlapping claims, and Ms.
15 Kessler said there were. And then Mr.
16 Boydston began in with examples. And if this
17 is not an example of overlapping claims, then
18 we do need to clarify that for the record.
19 MS. PLOVNICK: I'm sorry. I was
20 referring to her direct testimony. So, but
21 perhaps a clarification is -- and I can do
22 that on redirect if you would like.

1 CHIEF JUDGE BARNETT: Or Mr.
2 Boydston can clear it up, if he cares to. But
3 I will leave it in your hands.
4 THE WITNESS: I'm confused.
5 BY MR. BOYDSTON:
6 Q Do you know whether or not the
7 MPAA ever made a claim for the programming
8 that is owned by Farm Journal?
9 A MPAA does not assert claims at the
10 Copyright Office level. We don't file claims.
11 And to my knowledge, this is the first time
12 Farm Journal's programming has been subject to
13 litigation before whatever body.
14 Q Okay. So I think it's probably,
15 then, fair to say that you are not aware of
16 the MPAA at any time ever trying to say --
17 confirm with the folks at Farm Journal that
18 the MPAA had a right to pursue their rights.
19 It sounds like you don't think they --
20 A I can tell you that we became
21 aware of their claims when they filed their
22 own claims. And we I think had once talked

1 about the fact that, did they want MPAA
2 representation? My recollection, though it
3 may be faulty, is that they thought that they
4 were represented by IPG, and I don't recall
5 that a representation agreement was ever
6 executed with them.
7 Q Okay. Let me ask you about Martha
8 Stewart Living.
9 A Okay.
10 Q Do you recall that programming?
11 A Yes.
12 Q And do you recall that -- and I
13 think it was affirmed by you, but that's why
14 I'm asking, to make sure, that IPG affirmed
15 its representation of Martha Stewart for the
16 year 2000, does that sound familiar?
17 A Are you asking, were these
18 overlapping claims?
19 Q No, not exactly.
20 A Help me out just a little bit.
21 Q Not exactly. Do you recall --
22 were you ever shown -- I'll represent to you

1 that IPG produced to the MPAA a copy of an
2 agreement with Martha Stewart Living. Did you
3 ever see such a document?
4 A It's possible, but I don't recall
5 specifically.
6 Q Okay. Are you aware as to whether
7 or not the MPAA has ever produced or has a
8 document with Martha Stewart Living, has an
9 agreement with them? Sorry.
10 A Has an agreement? I would think
11 there would be one in here.
12 Q Okay. And the one in here would
13 be redacted like this one probably, right?
14 A Certainly.
15 Q Okay. And so do you know, or do
16 you recall whether or not it was affirmed by
17 IPG that IPG had a contract with Martha
18 Stewart Living for the year 2000?
19 A I don't know what IPG did.
20 Q Okay. To your knowledge, Martha
21 Stewart Living has never terminated -- sent a
22 termination letter to IPG, has it?

1 A I don't know.
2 Q With regard to the United States
3 Olympic Committee, do you know whether that
4 entity has ever asserted that the claims made
5 by IPG in these proceedings are claims that
6 should have been made by the MPAA?
7 A Say that again.
8 Q Do you know whether or not the
9 USOC has ever said that it should be the MPAA
10 making claims on its behalf, not IPG making
11 claims on its behalf?
12 A We have a representation agreement
13 with them, and I believe there is a letter
14 from them terminating their agreement with
15 IPG.
16 Q And would that be included in
17 Exhibit 500, the redacted representation
18 agreements?
19 A No. The letter that I'm referring
20 to?
21 Q I'm sorry. No, I wasn't referring
22 to the letter. I was referring to -- and you

1 brought up the letter, I understand that.
2 What I'm asking you is, does the MPAA have a
3 contract, like a certification or a
4 representation agreement, with the USOC? I'm
5 sorry.
6 A I believe there should be one
7 there.
8 Q Okay. And redacted like the rest
9 of them, I presume?
10 A Correct. I'm saying correct. I
11 don't know what the redaction process was.
12 But to the extent that they are all redacted,
13 so what's true for one is true for all.
14 MR. BOYDSTON: Thank you. Nothing
15 further.
16 CHIEF JUDGE BARNETT: This is
17 probably a good time for us to take our
18 afternoon recess, so we will do that. We will
19 be at recess for 15 minutes.
20 (Whereupon, the proceedings in the
21 foregoing matter went off the
22 record at 2:15 p.m. and went back

1 on the record at 2:39 p.m.)
2 CHIEF JUDGE BARNETT: Thank you
3 for your patience. I'm afraid we ran over a
4 bit.
5 Mr. Boydston, you are on your
6 feet.
7 MR. BOYDSTON: Your Honor, may I
8 approach briefly?
9 CHIEF JUDGE BARNETT: Yes.
10 MR. BOYDSTON: I have a couple of
11 housekeeping things. But, first, I wasn't
12 sure if I had done it, and I just wanted to
13 ask -- I wanted to move to admit Exhibits 500,
14 501, and 502 into evidence. I think I had
15 them marked but not admitted.
16 CHIEF JUDGE BARNETT: Any
17 objection, counsel?
18 MS. PLOVNICK: Only the previous
19 qualification that 500 is subject to the
20 protective order, and I believe that was
21 already on the record.
22 CHIEF JUDGE BARNETT: That's

1 correct. And, actually, 500 was admitted as
2 a restricted document. So 501 and 502 are
3 admitted.
4 (Whereupon, the above-referred to
5 documents, previously marked as
6 IPG Exhibits Nos. 501 and 502 for
7 identification, were admitted into
8 evidence.)
9 MR. BOYDSTON: Thank you, Your
10 Honor.
11 Now, Your Honor, I was instructed
12 by my staff, who was instructed by Lakeshia
13 Keys, to present these here today at this
14 hearing.
15 CHIEF JUDGE BARNETT: Correct.
16 Thank you.
17 MR. BOYDSTON: And then the last
18 housekeeping matter, Your Honor, is this.
19 With regard to exhibits that have been
20 attached to the documents already filed with
21 the Court, meaning the direct statements and
22 the rebuttal statements, may we refer to those

1 exhibits as they are attached to those
2 documents? Or do we need to have fresh copies
3 all around?
4 CHIEF JUDGE BARNETT: They are
5 attached to the testimony, the written direct
6 testimony, the written rebuttal testimony.
7 Let's just keep them -- we accepted Ms.
8 Kessler's testimony with the appendices to it,
9 and, you know, that is now in evidence. It
10 was admitted as a whole, so --
11 MR. BOYDSTON: Like, for instance,
12 if I refer to exhibits that are attached to
13 the rebuttal testimony of Mr. Galaz that has
14 been previously filed with the CRB, with the
15 Panel, do I need to have a new copy of that?
16 Or can I rely on the fact that the Judges have
17 the copies we filed in the normal course?
18 CHIEF JUDGE BARNETT: We have the
19 copies. Please don't provide us with more
20 paper.
21 MR. BOYDSTON: That was my
22 thought, but I --

1 CHIEF JUDGE BARNETT: Okay.
2 MR. BOYDSTON: -- saw that the
3 MPAA had new stuff, and I didn't know if I
4 should, too.
5 CHIEF JUDGE BARNETT: You don't
6 need to, as long as we are all clear and we
7 know what we are referring to.
8 MR. BOYDSTON: Great. Thank you.
9 CHIEF JUDGE BARNETT: Okay.
10 MS. PLOVNICK: Brief redirect,
11 Your Honor.
12 CHIEF JUDGE BARNETT: Yes. Well,
13 first, let me ask if there is any cross-
14 examination from the Settling Devotional
15 Claimants.
16 MR. HARRINGTON: No, Your Honor.
17 CHIEF JUDGE BARNETT: Okay. Now,
18 Ms. Plovnick.
19 MS. PLOVNICK: Thank you, Your
20 Honor.
21 REDIRECT EXAMINATION
22 BY MS. PLOVNICK:

1 Q Hello, Ms. Kessler. First, I
2 wanted to clarify, does MPAA file claims on
3 behalf of --
4 A We do not.
5 Q And did all of the entities on
6 Appendix B to MPAA Exhibit 358 file a claim
7 with the Copyright Office --
8 A Yes, they did.
9 Q -- for the particular royalty year
10 indicated?
11 A Yes, they did.
12 Q And as a part of filing that
13 claim, did they have to attest that they had
14 authority to file the claim on behalf of any
15 joint claimant they may have filed on behalf
16 of?
17 A I believe that language is in the
18 claim language.
19 Q And then, again, when they signed
20 a representation agreement with MPAA, there is
21 a provision which you talked about previously
22 regarding representation of entities on joint

1 claims.
2 A That's right.
3 Q That's correct? So is it your
4 understanding that the entities that signed
5 representation agreements with MPAA had
6 attested their authority to represent
7 underlying claimants on joint claims?
8 A Yes, it is.
9 Q All right. The MPAA
10 representation agreement is perpetual,
11 correct?
12 A Yes, it is.
13 Q And you talked a little bit about
14 the 1997 proceeding and the Phase 2 order in
15 that proceeding. Do you know when that order
16 came out, the date of it?
17 A I don't recall.
18 Q Was it December 26, 2001?
19 A If you assert to me that it was, I
20 will accept your word.
21 Q Do you know if that decision was
22 appealed?

1 A Yes, I do.
2 Q Do you know when the appeal was
3 resolved?
4 A I do not.
5 Q Would it be April 2004?
6 A It might be.
7 Q It might be. All right. Did any
8 action that MPAA may have taken in regard to
9 those rulings, would that have been after the
10 appeal was resolved, or after the decision
11 came out, or later?
12 A All are possible. I don't know.
13 Q But it would certainly have not
14 been prior to a decision --
15 A Correct.
16 Q -- correct?
17 A Absolutely.
18 Q All right. I wanted to clarify --
19 Farm Journal Electronic Media, is it your
20 understanding that MPAA is claiming to
21 represent Farm Journal Electronic Media?
22 A I believe we are not.

1 Q Thank you.
2 A And my apologies for suggesting
3 otherwise.
4 Q With regard to Reel Funds Media,
5 Mr. Boydston asked you questions about them.
6 Are you aware that Fintage filed a withdrawal
7 as to Reel Funds Media?
8 A I have been told that they did.
9 Q And do you know why they did?
10 A I have been told that IPG
11 threatened litigation against Reel Funds.
12 Q And Mr. Boydston also asked you
13 questions about Dr. Gray. Do you know what
14 Dr. Gray did with the diary study that you
15 ordered from Nielsen?
16 A I do not.
17 Q Have you read Dr. Gray's
18 testimony?
19 A I have not.
20 Q So you don't really know anything
21 about Dr. Gray's analysis.
22 A Completely ignorant.

1 MS. PLOVNICK: All right. Thank
2 you. I have no further questions for Ms.
3 Kessler.
4 CHIEF JUDGE BARNETT: Thank you.
5 Mr. Boydston?
6 MR. BOYDSTON: May I have a
7 recross, very briefly?
8 CHIEF JUDGE BARNETT: Very
9 briefly.
10 MR. BOYDSTON: Certainly, ma'am.
11 RECROSS-EXAMINATION
12 BY MR. BOYDSTON:
13 Q Ms. Kessler, with regard to Reel
14 Funds, you said that all of the entities in
15 your Exhibit B attested that they had the
16 authority to represent those people with whom
17 they had contracts, correct?
18 A Correct.
19 Q Wouldn't you agree with me that in
20 the case of Reel Funds that attestation was in
21 fact false, since they didn't have the
22 authority as it turned out?

1 A So it would seem.
2 Q Fintage didn't have the authority,
3 I mean. Now, if IPG had signed up with the
4 MPAA like Fintage, would IPG have had to have
5 shown the MPAA all of its contracts with all
6 of the entities it represents?
7 A No.
8 MR. BOYDSTON: Thank you.
9 CHIEF JUDGE BARNETT: Any
10 questions from the bench?
11 JUDGE STRICKLER: I have one or
12 two. Ms. Kessler, this goes back to something
13 I had addressed with you before. In your
14 direct testimony, in your written testimony,
15 you list in your chart the number of sample
16 stations on page 12.
17 THE WITNESS: Yes, sir.
18 JUDGE STRICKLER: It varies from
19 year to year, a range of 81 through 125. What
20 was the universe of the number of stations?
21 You sampled on those numbers. What was the
22 universe?

1 THE WITNESS: I don't recall. I
2 heard Mr. Boydston suggest that it may have
3 been in the range of 900 stations.
4 JUDGE STRICKLER: Well, separate
5 and apart from what counsel had said, do you
6 recall? Or does that refresh your
7 recollection?
8 THE WITNESS: I do not recall.
9 JUDGE STRICKLER: Does that
10 refresh your recollection of --
11 THE WITNESS: No, it doesn't.
12 JUDGE STRICKLER: You have no
13 knowledge of this.
14 THE WITNESS: I can find out. I
15 don't know here on the stand.
16 JUDGE STRICKLER: Okay. And with
17 regard to the year 2003, you said originally
18 you had sampled 128 stations, not 125, is that
19 right?
20 THE WITNESS: Correct.
21 JUDGE STRICKLER: And the reason
22 why you reduced it from 128 to 125 was because

1 you had heard from Nielsen --
2 THE WITNESS: Correct.
3 JUDGE STRICKLER: -- that three of
4 those stations showed no viewership
5 whatsoever?
6 THE WITNESS: Correct.
7 JUDGE STRICKLER: Who did you hear
8 from from Nielsen in that regard? Do you
9 know?
10 THE WITNESS: Our contact person
11 changed. I don't recall if it was Mr.
12 Lindstrom, who is going to be here, or
13 somebody named David, whose last name I don't
14 recall. But I know he is not there anymore.
15 But between the two of them, one
16 of them -- and to tell you the truth, I don't
17 even recall if they told us or if we looked
18 and we thought we were missing three stations,
19 and we went back and we said, "We ordered
20 these three stations, but there is no data."
21 And then they said, "Oh, that's because there
22 was no viewing."

1 I don't recall the specific
2 circumstances. I just recall that they did
3 not have any distant cable viewing.
4 JUDGE STRICKLER: Well, in light
5 of the fact that there was no distant -- or
6 despite the fact that there was no cable
7 distance viewing, why did you not just keep
8 the 128 in the number of stations? That's the
9 number that you had selected and it was your
10 selection being given to Nielsen, rather than
11 the other way around.
12 THE WITNESS: It was not a matter
13 of ditching the three stations. It just meant
14 for the purposes of royalty distribution,
15 there would not be a royalty for any claimants
16 who had works on those, because there had to
17 be viewing to the programs in order for the
18 claimant to accrue a royalty.
19 JUDGE STRICKLER: Was there any
20 discussion between you and Mr. Lindstrom, or
21 David, whose last name you don't recall, about
22 eliminating those three, a specific reason as

1 to why you should do that?
2 THE WITNESS: No. There was not
3 any discussion. It is like -- I am just
4 trying to think of an analogy. Zero is zero.
5 So there wasn't anything we could do with it.
6 It's like -- oh, golly. You have to have data
7 in order to generate. You can't generate
8 something out of nothing. You need data to
9 produce a result, and there were no data, no
10 viewing data. So there was no -- there was
11 nothing to work with. Nothing to work with.
12 JUDGE STRICKLER: You considered
13 the zero to mean nothing to work with?
14 THE WITNESS: Correct. It would
15 not result in a royalty to any claimant.
16 JUDGE STRICKLER: So ultimately
17 was it your decision to reduce the number of
18 stations in 2003 in the sample from 128 to
19 125, or was it Nielsen's, or was it a joint --
20 THE WITNESS: It was not a
21 decision. It was a default. There is nothing
22 there. It wasn't a -- they were stricken.

1 They were ordered. If they had had viewing,
2 we would have used them for the distribution
3 of royalties. But the -- there was no purse.
4 There was a purse, but there was
5 nothing in it. There was no basis. There was
6 no data, and so you can't generate something
7 out of nothing. I think I'm not answering
8 your question.
9 JUDGE STRICKLER: Well, if that --
10 you've answered it. If that's your answer,
11 that's fine.
12 THE WITNESS: That's my answer.
13 But if you have a concern, I would love to
14 address it.
15 MS. PLOVNICK: Your Honor, may I
16 ask a clarifying question?
17 CHIEF JUDGE BARNETT: You may.
18 MS. PLOVNICK: Ms. Kessler, when
19 you ordered the data, was it for this
20 proceeding, or was it for an internal
21 distribution of royalties that --
22 THE WITNESS: It was for the

1 internal distribution of royalties and
2 potentially for a Phase 1 proceeding.
3 MS. PLOVNICK: But you did not --
4 you ordered it for your own internal purposes
5 at MPAA when you made the order. That was
6 your primary purpose.
7 THE WITNESS: That's correct.
8 JUDGE FEDER: And when was this?
9 THE WITNESS: I don't recall, but
10 it would have been between one and two years
11 after the royalty year. So if we're talking
12 about the 2000 sample, I most likely would not
13 have ordered it until 2002 at the earliest.
14 CHIEF JUDGE BARNETT: Any other
15 questions? Any questions of counsel based on
16 the questions from Judge Strickler or Judge
17 Feder?
18 (No response.)
19 Okay. Thank you.
20 Thank you, Ms. Kessler. You may
21 step down.
22 THE WITNESS: Thank you.

1 (Whereupon, the witness was
2 excused.)
3 CHIEF JUDGE BARNETT: Mr.
4 Olaniran, you may call -- or, Ms. Plovnick,
5 you may call your next witness.
6 MS. PLOVNICK: MPAA calls Jonda
7 Martin to the stand. We are going to pull her
8 out of the witness room.
9 WHEREUPON,
10 JONDA MARTIN
11 was called as a witness by Counsel for MPAA
12 and, having been first duly sworn, assumed the
13 witness stand, was examined and testified as
14 follows:
15 DIRECT EXAMINATION
16 BY MS. PLOVNICK:
17 Q Can you please state your name,
18 and spell it, for the record?
19 A Sure. Jonda Martin. J-O-N-D-A,
20 Martin, M-A-R-T-I-N.
21 Q Ms. Martin, what is your
22 educational background?

1 A I have an undergrad B.S./B.A. in
2 Business Administration from American
3 University with a concentration in management
4 information systems, and an M.B.A. from
5 University of Maryland.
6 Q And where do you work?
7 A Cable Data Corporation.
8 Q And is there an acronym by which
9 Cable Data Corporation is often referred?
10 A Yes. It's commonly referred to as
11 CDC.
12 Q So what does the CDC do?
13 A We spend a lot of time collecting
14 statements of account here at the Licensing
15 Division, Copyright Office, researching,
16 collecting, aggregating, reporting, analyzing
17 the data as filed.
18 Q And when did you start working for
19 CDC?
20 A Twenty-five years ago.
21 Q And what were your duties and
22 responsibilities at the time you started

1 working at CDC?
2 A Initially, largely at a research
3 and data entry analysis level.
4 Q Did those responsibilities change
5 over time?
6 A They did.
7 Q And what is your current position
8 there?
9 A I currently am owner and president
10 of Cable Data.
11 MS. PLOVNICK: All right. Now, so
12 just for Your Honor, so you -- just so I'm
13 clear, I have additional copies, but you would
14 prefer that I don't give you an additional
15 copy of Ms. Martin's testimony? Because I was
16 going to mark it for the record and distribute
17 and show the witness, but --
18 CHIEF JUDGE BARNETT: I would
19 prefer that you not, except for the fact that
20 I left mine.
21 MS. PLOVNICK: Oh, okay.
22 CHIEF JUDGE BARNETT: So if I

TAB D

MPAA EXHIBIT 363

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

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

Direct Testimony of

Paul B. Lindstrom

May 30, 2012

nielsen

Paul B. Lindstrom
Sr. Vice President
Strategic Media Research

TESTIMONY OF PAUL B. LINDSTROM

My name is Paul Lindstrom. I am a Senior Vice President with Nielsen. I am in charge of research design and analysis for the Nielsen Strategic Media Research group. Nielsen is a global leader in information services for the media and entertainment industries. Nielsen serves the information and marketing needs of television and radio broadcasters, cable networks, advertisers, agencies, media planners, music companies, publishers, motion-picture studios, distributors and exhibitors, and the Internet industry.

I have worked for Nielsen for thirty-four years and have spent the majority of that time designing custom research with a particular focus on new television viewing sources and audience measurement of new services that might compete with television. These have included cable television, pay-TV, satellite services, over-the-air subscription television, VCRs, PC's, on-line services, the Internet, DVDs, cinema, and most recently, place-based and location-based digital networks. I am currently responsible for all national custom research and all custom research for local cable. In my current role, I work with clients to determine the best methodologies to answer their audience research questions. In the television area, these methods can involve either the analysis of existing databases of collected user meter data, local television diary samples, or the development of new databases through the use of new single-

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client sponsored data collections. Through the years I have worked on projects as varied as the pre-launch concept tests for ESPN, The Weather Channel and DirecTV, the design of Nielsen's Syndicated Pay Cable, VCR Usage, Syndicated Satellite and Home Technology Reports, the CommerceNet Study of Internet Usage, the Nielsen Cinema Audience Report, and Nielsen On Location Media. I have been involved in all of the studies that the Motion Picture Association of America ("MPAA") has directed Nielsen to conduct for proceedings before the Copyright Royalty Tribunal, the Copyright Arbitration Royalty Panel, and the Copyright Royalty Judges since 1980. Also, I have testified before those bodies.

The Nielsen name is synonymous with television ratings. Ratings are the percent of the universe of households tuned to a TV program during the average quarter hour. Nielsen ratings provide an estimate of television audience size and are a barometer for viewing choices and preferences. Viewing information is important to broadcast networks, local and national syndicated programs, local cable system operators, multi-system cable operators (MSOs), and interconnects. Interconnects are aggregations of cable systems that cover a particular market or region, thus allowing an agency or advertiser to buy a large area at one time without having to negotiate with many different companies.

As more local cable ad sellers sell local advertising time on cable channels, they need an agreed "currency" in order to maximize the value of their advertising time. Nielsen ratings offer that currency. Nielsen's charter as an independent measurement service is to provide both the buyer and seller of time with unbiased estimates of viewing behavior.

SAMPLING TV RATINGS

To set the context of my testimony, I want to take a minute to discuss ratings and sampling. The Nielsen rating you may see reported in newspapers or magazines is simply a statistical estimate of the number of homes tuned to a program. For example, a rating of 15 for a network television program means that 15% of U.S. television homes are estimated to be tuned in to that program. In 2000, approximately 100.8 million U.S. households (98% of the total) had television sets. A rating of 15 meant that an estimated 15.1 million television households tuned in:

Equation for determining viewing households:

Rating x Total Television Households = Viewing Households

.15 x 100.8 million = 15.1 million

Note that when we described the rating, we used the words "statistical estimate." Ratings are based not on a count of all television households, but on the count within a sample of television households selected from all television households. The findings within the sample are then "projected" to national totals. We also sometimes use the phrase "share" to quantify audience viewing levels. "Share" refers to the percentage of television sets in use tuned to a program. In other words, a rating measures what percentage of the universe of television households tuned in to a program, while a share measures what percentage of the number of television households in use are tuned in to a particular program.

DATA COLLECTION

During 2000-2003, Nielsen utilized two basic data collection instruments in our syndicated services: meters and diaries. A set meter is an electronic device attached to a television set in a particular household that detects the channel to which the television is being tuned. The data from these set meters are then converted into household ratings. Household meter data was collected year-round in Nielsen's metered markets during 2000-2003.[1] Diaries are paper booklets in which each person in the household records viewing information. In 2000-2003, diary data was collected in Nielsen's metered markets during the months of November, February, May, and July, which are also known as the "sweeps" rating periods. Seven-day diaries were mailed to homes to keep a tally of what was watched on each television set and by whom. Over the course of a sweeps period, diaries were mailed to a new panel of homes each week. At the end of each month, all of the viewing data from the individual weeks were aggregated into Nielsen's database.

PURPOSE OF TESTIMONY

The purpose of my testimony is to explain the methodology employed in a custom analysis of Nielsen diary data for 2000-2003 that I designed for MPAA. My custom analysis estimated actual distant viewing by cable households to the signals identified in Appendix D to Marsha Kessler's testimony (the "Kessler Stations") for

[1] At the beginning of 2000, Nielsen had 47 metered markets. By the end of 2003, Nielsen had 55 metered markets.

each year at issue in this proceeding. I understand that this distant viewing data is a part of Dr. Jeffrey Gray's economic analysis.

METHODOLOGY

The MPAA study is a custom analysis of the sweeps diary viewing data that are used for generating the cable and broadcast network ratings. The methodology, in brief, is as follows:

1) MPAA supplied Nielsen with the list of the Kessler Stations (all of which were distantly retransmitted by cable systems in 2000, 2001, 2002, and 2003). I understand that MPAA relied on data from Cable Data Corporation ("CDC") identifying stations distantly retransmitted by cable systems during 2000-2003 and selected the Kessler Stations based on the number of distant subscribers and the amount of Section 111 royalty fees generated by each station.
2) To limit the result to only distant viewing, MPAA provided Nielsen with the information as to whether counties were distant or local for each of the Kessler Stations. To do this, MPAA performed a county analysis and gave us the identities of the counties that should be considered local for the purpose of Nielsen's custom analysis.
3) Nielsen eliminated all non-cable viewing of programs for the Kessler Stations and all viewing to each station that occurred within the station's local area. Nielsen only measured the cable viewing for each station individually for counties that were <u>not</u> identified as local by the MPAA. What was left after

the elimination of local viewing was distant viewing among cable households. This is reported in the form of minutes of viewing by households.

"ZERO VIEWING" INSTANCES

One concern that has been raised in past Phase II proceedings was the incidence of the so-called "zero viewing" instances that appeared in Nielsen's custom analysis. The appearance of these "zero viewing" instances is consistent with what I would expect to find in a custom analysis of viewing to distant signals by cable subscribers, for at least two reasons. First, it is important to recognize that Nielsen's custom analysis excluded all distant viewing to programs that are not compensable in this proceeding. This included distant viewing to ABC, CBS, and NBC network programs and programs that were not simultaneously broadcast on both WGN's local feed and WGN's satellite feed (known as WGN-A). Where noncompensable programs aired, Nielsen's custom analysis properly reported a zero viewing value. Second, the amount of actual viewing minutes to certain distant signals is very small. Where the viewing minutes to particular distant signal programs were so small as to be statistically insignificant, Nielsen's custom analysis would assign a zero viewing value.

Thank you for the opportunity to testify in this proceeding.

nielsen

DECLARATION OF PAUL B. LINDSTROM

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

Executed on May 23, 2012

Paul B. Lindstrom

Nielsen
770 Broadway
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TAB E

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IN THE MATTER OF:	:	
DISTRIBUTION OF 2000,	:	No. 2008-02
2002, 2003 CABLE	:	
ROYALTY FUNDS	:	CD 2000-03
	:	Phase II

Monday,

June 3, 2013

Fourth Floor Hearing Room

Madison Building

Library of Congress

101 Independence Avenue, SE

Washington, DC

The above-entitled matter came on for hearing, pursuant to notice, at 9:30 a.m.

BEFORE: THE HONORABLE SUZANNE M. BARNETT,

Chief Judge

THE HONORABLE JESSE FEDER

THE HONORABLE DAVID STRICKLER

APPEARANCES:

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ALSO PRESENT:

RAUL GALAZ

VICTORIA LYNCH

DENISE VERNON

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1 P-R-O-C-E-E-D-I-N-G-S

2 (9:32 a.m.)

3 CHIEF JUDGE BARNETT: There has

4 been one change since we were all here before.

5 It used to be that the microphones on counsel

6 table were not live unless you pressed.

7 They're the opposite now. They're always

8 live. So, if you're going to confer with one

9 another be sure to mute the microphone.

10 Okay, good morning, all. This is

11 the date and time set for hearing in Phase II

12 of the distribution proceedings commenced

13 under Copyright Royalty Board Docket Number

14 2008-2 in re the distribution of cable royalty

15 funds for the years 2000 through 2003.

16 I think I have met you all. I'm

17 Judge Suzanne Barnett, the proverbial last man

18 standing since we last met. Judge Strasser

19 very happily reclaimed his position as senior

20 counsel to the Copyright Royalty Board. Judge

21 Roberts accepted a position as Senior Counsel

22 to the Register of Copyrights.

1 identified as being matches.
2 JUDGE STRICKLER: Those various
3 iterations were never compiled into one list?
4 THE WITNESS: I don't believe so.
5 JUDGE STRICKLER: Do you know a
6 percentage of total titles that fell into that
7 gray category, if I may call it that, that you
8 had to send back to MPAA?
9 THE WITNESS: I do not know.
10 JUDGE STRICKLER: You were
11 supposed to, you were charged with removing
12 program titles identified by Tribune as
13 broadcast type because those would not be
14 covered by this proceeding. And I think you
15 acknowledged that your company missed those
16 and Dr. Gray caught those; is that correct?
17 THE WITNESS: The network, those
18 that should have been attributed to ABC, NBC,
19 and CBS --
20 JUDGE STRICKLER: Yes.
21 THE WITNESS: -- yes.
22 JUDGE STRICKLER: that's what I

1 meant. Can you tell us why it was that those
2 were missed?
3 THE WITNESS: As I said, it was a
4 very iterative process. We were doing a lot
5 of what-if analysis, you know, show-me
6 analysis, those kind of things. And in some
7 of the iterations, we went back to the
8 underlying raw data, as opposed to the
9 potentially compensable, just to see if there
10 were other matches that we could use as
11 leverage to say, hey, it matched here, maybe
12 it makes sense here. And just in the final
13 deliverable, we just, it was an oversight and
14 was not included.
15 JUDGE STRICKLER: It fell out in
16 the final deliverable? It fell out for all of
17 the network programming? So Dr. Gray was able
18 to find -- so you had included all the network
19 programming in the final deliverable?
20 THE WITNESS: I believe so, yes.
21 JUDGE STRICKLER: Do you know how
22 Dr. Gray caught it?

1 THE WITNESS: I do not.
2 CHIEF JUDGE BARNETT: Any follow-
3 on questions then from counsel?
4 MR. OLANIRAN: No, your Honor.
5 MR. BOYDSTON: No, your Honor.
6 CHIEF JUDGE BARNETT: Thank you,
7 Mr. Patterson. You may be excused.
8 (Witness excused.)
9 MR. OLANIRAN: Your Honor, MPAA
10 would like to call Mr. Paul Lindstrom.
11 CHIEF JUDGE BARNETT: An obstacle
12 course there for you.
13 WHEREUPON,
14 PAUL LINDSTROM
15 was called as a witness by Counsel for the
16 Motion Picture Association of America and,
17 having been first duly sworn, assumed the
18 witness stand, was examined and testified as
19 follows:
20 DIRECT EXAMINATION
21 BY MR. OLANIRAN:
22 Q Good afternoon, Mr. Lindstrom.

1 Greg Olaniran. I represent MPAA-Represented
2 Program Suppliers. Would you please state
3 your name and spell it for the record?
4 A It's Paul Lindstrom. That's L-I-
5 N-D-S-T-R-O-M.
6 Q And, Mr. Lindstrom, what's your
7 educational background?
8 A I have a bachelor's degree from
9 NYU.
10 Q And where do you work?
11 A I work for Nielsen.
12 Q How long have you been with
13 Nielsen?
14 A I've been working for Nielsen, at
15 this point, slightly over 35 years. I just
16 passed an anniversary about a month ago.
17 Q That's a long time. What does
18 Nielsen do?
19 A Nielsen is a market research
20 company. It's a supplier of information on
21 both the marketing research side and media
22 research side. It's most well known for the

1 television ratings, I think.
2 Q Okay. And what position do you
3 hold with Nielsen?
4 A I'm in a senior vice president
5 position with a group within Nielsen called
6 Strategic Media Research. We focus on
7 producing custom research and custom analysis
8 for a wide variety of clients.
9 Q And what are your responsibilities
10 within that group?
11 A I'm responsible for the products
12 that are being issued from that group and a
13 primary responsibility for the design work on
14 the research that we do within that group. It
15 covers, as I said, both custom research and
16 custom analysis.
17 Q And what is custom research versus
18 custom analysis?
19 A I probably should have explained
20 that as I started, but, just to clarify,
21 custom research is work where you're going out
22 to establish a new database. You're doing

1 separate data collection, often for an
2 individual client. Custom analysis is a
3 situation where you're going into an existing
4 database. It might be the diary, it might be
5 meters. It might be a variety of different
6 existing databases, but you're looking at it
7 in a new custom way, usually, again, for a
8 single client.
9 Q Okay. And would you please
10 describe the range of your experience, if you
11 will, over the 35 years that you've been at
12 Nielsen?
13 A In the position that I'm in, I
14 actually have to do the research work top to
15 bottom. So I've been involved in every aspect
16 from the operational side of the data
17 collection, the data processing, data
18 analysis, questionnaire design, the research
19 design into what needs to be done, sampling
20 processes, literally top to bottom from
21 beginning to end with research projects going
22 through the media group.

1 Q And all of, all of this experience
2 is under the umbrella of custom research
3 and/or custom analysis?
4 A Almost all of it, with some
5 exceptions. We've had products that have gone
6 on from the custom research group to become
7 syndicated entities out within the industry.
8 I could go into details, but it's probably not
9 key right now.
10 Q And in the course of your
11 experience, how much statistical analysis, to
12 what extent does statistical analysis feature
13 in your work?
14 A Statistical analysis comes in
15 quite frequently. It becomes part of the
16 research design, and it becomes part of the
17 process that I have to go, in terms of working
18 with our clients to help them understand and
19 to utilize it. So it's a very pragmatic
20 approach and one that, again, I've been
21 required to get into for, you know, nearly all
22 of those 35 years in this type of role.

1 Q And in terms of statistical
2 analysis, are you talking in terms of sample
3 design, sample selection, that sort of thing?
4 A It's impossible to design a
5 research project without being intimately
6 involved in the sample design and sample
7 selection. Any type of issues that could crop
8 up all tie into it; so it, therefore, has to
9 be part of the design from the very outset.
10 Q And for what type of clients do
11 you perform custom research and custom
12 analysis?
13 A It's been a wide range of media
14 clients. We've done television broadcasters,
15 local stations, national cable networks, local
16 cable systems, MSOs. We've worked with
17 internet companies, cinema advertising
18 companies, place-based, almost, again, top to
19 bottom within the media field. It's been a
20 particular emphasis on companies that are
21 looking to launch new media and to go out and
22 become ad supported. So as it has grown,

1 literally, beginning with cable straight on
2 through up to the first work that Nielsen has
3 done on the internet, I've been responsible
4 for.
5 Q And so you've worked with cable
6 systems. Have you done audience measurement
7 work for, television audience measurement work
8 for cable systems?
9 A Very extensive audience work for
10 both cable systems and cable networks.
11 Q What about broadcast stations?
12 A Yes, for broadcasters, as well.
13 Q And why would a cable system
14 require you to do audience measurement work?
15 A There's a variety of reasons on
16 why it's done, but the most common is a way of
17 being able to document audiences in order to
18 sell them for advertising purposes. There's
19 a need for an independent barometer so that
20 both buyers and sellers in the marketplace can
21 agree on what they think they're going to be
22 getting and then whether or not that was

1 delivered.
2 Q Does the same thing apply to the
3 audience measurement work you've done for
4 broadcast stations, the same --
5 A That's true. In most instances,
6 we're being commissioned in order to do
7 audience work for the purposes of buying and
8 selling advertising in the television
9 marketplace.
10 Q Have you previously testified in
11 any distribution proceedings in the past?
12 A I've been involved in all of the
13 proceedings in which the MPAA has commissioned
14 work from us. That has ended up being
15 virtually all of the phase one hearings since
16 the 1980 proceedings.
17 MR. OLANIRAN: Your Honors, at
18 this point, based on Mr. Lindstrom's years of
19 experience in the field, I offer Mr. Lindstrom
20 as an expert in the field of market research
21 with an emphasis on TV and cable audience
22 measurement.

1 MR. BOYDSTON: No objection.
2 CHIEF JUDGE BARNETT: Mr.
3 Lindstrom is qualified as an expert in those
4 areas.
5 MR. OLANIRAN: Thank you, your
6 Honor.
7 BY MR. OLANIRAN:
8 Q Mr. Lindstrom, what were you asked
9 to do for this proceeding?
10 A We were asked to produce estimates
11 of distant cable viewing to specific stations,
12 as supplied to us.
13 Q Did you prepare a written report
14 of your work for this proceeding?
15 A Yes, we did.
16 Q Okay.
17 MR. OLANIRAN: Approach the
18 witness, your Honor?
19 CHIEF JUDGE BARNETT: Certainly.
20 BY MR. OLANIRAN:
21 Q Mr. Lindstrom, I'm handing you a
22 pre-marked MPAA Exhibit 363. Again, in the

1 interest of the environment, I won't provide
2 copies to the Judges and counsel.
3 CHIEF JUDGE BARNETT: Can we just
4 identify, are you getting ready to identify it
5 for the record?
6 MR. OLANIRAN: Yes.
7 CHIEF JUDGE BARNETT: Thank you.
8 MR. BOYDSTON: Your Honor, could
9 it be identified the way it was identified
10 when it was produced to us? In other words,
11 I understand it's an exhibit on something that
12 was, I don't know where from.
13 CHIEF JUDGE BARNETT: Sure.
14 MR. BOYDSTON: Or I'll take
15 originals.
16 CHIEF JUDGE BARNETT: You can have
17 a copy.
18 BY MR. OLANIRAN:
19 Q Mr. Lindstrom, you should have in
20 front of you a document pre-marked MPAA
21 Exhibit 363. Do you have that?
22 A Yes, I do.

1 Q And the document is, what is the
2 title of that document?
3 A "Direct Testimony of Paul D.
4 Lindstrom."
5 Q And it's dated May 30, 2012?
6 A Yes, it is.
7 Q Okay. Is this your written
8 testimony for this proceeding?
9 A Yes, it is.
10 Q And do you have any corrections or
11 additions to your testimony?
12 A Yes. There's three of them, I
13 believe.
14 Q Just go ahead.
15 A I'll have to find them in there.
16 Bear with me for one moment. On page four, in
17 the first paragraph under data collection,
18 approximately halfway down, it talks about the
19 months of November, February, May, and July,
20 which are known as the sweeps. It should also
21 say "and, in some instances, October and
22 March."

1 Q That's at the end of the sentence?
2 A That would be at the end of the
3 sentence. There are two additional
4 measurement periods, the ones that are not
5 done for all markets and are, therefore, not
6 formally known as the sweeps.
7 Q Okay. So next one?
8 A The second would be on page six,
9 the second sentence from the top, it says,
10 "This is reported in the form of minutes of
11 viewing by households," that should say it's
12 reported in the form of quarter hours of
13 viewing by households.
14 Q Do you have any other corrections?
15 A Then approximately in the zero
16 viewing instances, the next paragraph,
17 approximately halfway down on page six, it
18 says "Nielsen's custom analysis," and it
19 should say "Dr. Gray's analysis."
20 JUDGE STRICKLER: Can you clarify,
21 sir, where -- because it says Nielsen's custom
22 analysis --

1 THE WITNESS: It says, "First, it
2 is important to recognize that Nielsen's
3 custom analysis excluded --"
4 JUDGE STRICKLER: And you're
5 replacing it with what?
6 THE WITNESS: It should be "Dr.
7 Gray's custom analysis of the Nielsen data."
8 BY MR. OLANIRAN:
9 Q And Dr. Gray's custom analysis or
10 Dr. Gray's analysis?
11 A Dr. Gray's analysis would be fine,
12 of the Nielsen data. And then approximately
13 the fourth line from the bottom, it says
14 there, as well, "Nielsen's custom analysis,"
15 and it should be "Dr. Gray's analysis."
16 Q Of the Nielsen data also; is that
17 right?
18 A That would be correct.
19 Q Okay. Any other corrections?
20 A No.
21 Q Can I direct your attention to the
22 last sentence on that page? Should that be

1 Nielsen's custom analysis or Dr. Gray's
2 analysis, just to --
3 A That should be Nielsen's custom
4 analysis, so that would stay as it is.
5 Q Okay. Thank you. And with those
6 corrections you've just made, do you declare
7 your testimony to be true and correct --
8 A Yes, I do. Oops, sorry.
9 Q -- and of your personal knowledge?
10 A Yes, I do.
11 MR. OLANIRAN: Your Honors, I move
12 for admission of Exhibit, MPAA Exhibit 363.
13 MR. BOYDSTON: No objection.
14 MR. HARRINGTON: No objection.
15 CHIEF JUDGE BARNETT: Exhibit 363
16 is admitted, as corrected.
17 (Whereupon, MPAA Exhibit No. 363
18 was received into evidence.)
19 MR. OLANIRAN: Thank you.
20 BY MR. OLANIRAN:
21 Q You stated earlier that you were
22 asked to do some work with regard to 2000

1 through 2003 Nielsen information for MPAA.
2 Could you please describe, just very briefly,
3 exactly what you did for MPAA?
4 A We produced estimates of viewing
5 for individual stations among distant cable
6 households. The process that we used was that
7 the MPAA supplied Nielsen with a list of
8 stations which had been distantly transmitted
9 by cable systems in 2000 to 2003. In order to
10 limit the viewing that we were reporting on to
11 only distant viewing, we were supplied with an
12 analysis that had been done which defined
13 counties for each stations so that they were
14 either classified as local or distant. And we
15 eliminated all local counties. Again, that
16 information was provided to us by the MPAA
17 with the definitions so that the data was
18 restricted to only distant counties for each
19 of those stations.
20 We then went through the database
21 and further cut back so that we eliminated all
22 non-cable households from those distant

1 counties that had viewing to those stations so
2 that what was left was ultimately a sample for
3 each station that was based on distant
4 definitions and cable viewing.
5 Q The work that you did for MPAA, is
6 that considered custom analysis or custom
7 research?
8 A That's custom analysis. The goal
9 that we have had with this has been the idea
10 of being able to analyze what is the database
11 that's currently being used in the regular
12 television measurement, and so the diary
13 database allowed us to do that with the same
14 types of metrics, the same reporting, and the
15 same basic data set that's currently used for
16 the industry.
17 Q And what exactly is a diary?
18 What's a diary?
19 A The diary that's being used and
20 referred to here is a seven-day diary. It's
21 basically a log that's kept by the household.
22 It pre-lists quarter hours, 24 hours a day,

1 for seven days. And the households are asked
2 to supply certain pieces of information. Each
3 time they view, they're to indicate what the
4 channel member, the call letters, and the
5 program was, and then who within the household
6 was viewing.
7 Q And how does Nielsen select its
8 households?
9 A It is a random sampling process in
10 order to identify those homes.
11 Q Okay. And after going through the
12 process where you looked at the, you excluded
13 the local counties from the viewing data and
14 you also limited non-cable household viewing.
15 What then did you do?
16 A What we would be doing is to
17 generate estimates of the projection value of
18 the amount of tuning that was being done by
19 households within our sample who met that
20 definition on a quarter-hour basis for each
21 station within the sample.
22 Q Well, you talk about estimates of

1 projected viewing. What exactly do you mean
2 by that?
3 A It would be an estimate of how
4 many households would have been tuned during
5 the average quarter hour that were distant and
6 cable.
7 Q And in doing the estimate, you're
8 not going around and measuring in every TV
9 set. I think we know that. How are you --
10 let me make sure I phrase this correctly --
11 how are you projecting from the number of
12 households that have provided you data to the
13 remainder of a television tuning population,
14 if you will?
15 A What's important to keep in mind
16 with the measurement that we're talking about
17 here is that, as I noted, the diary itself was
18 a seven-day diary. The sweeps are a four-week
19 period of time. Each sweep is approximately -
20 - or independent samples of around 25,000
21 households. That means during each sweep,
22 we've got 100,00 home, so this analysis would

1 have been based on more than 400,00 households
2 contributing to it.
3 We searched those individual
4 records to meet those homes that qualified
5 and, again, find the viewing to those specific
6 stations and identify it and add it up quarter
7 hour by quarter hour.
8 Q Okay. You testified in the 1997
9 phase two cable royalties proceeding, correct?
10 A That is correct.
11 Q And in that proceeding, the issue
12 of zero viewing came up. Could you please
13 explain, first explain the issues of what zero
14 viewing means, if anything?
15 A There's one thing that I need to
16 start out with because zero viewing is a
17 little bit of a misnomer. It's kind of a
18 colloquialism that's come into play.
19 But Nielsen actually does not
20 estimate zero viewing. In instances, there is
21 viewing that's too low or of a certain
22 magnitude that can't be used, we'll tend to

1 put either carets or asterisks or footnotes of
2 some kind to say that the audiences small but
3 not zero. I mean, we wouldn't go through and
4 say nobody in fact would watch something.
5 What we are saying when we go
6 through with these cells with what's being
7 indicated with zero viewing is that there was
8 no reported viewing within that sample of
9 homes during that day and quarter hour. And
10 that's different, that idea of going, when you
11 get into very finite, very specific quarter
12 hours defined, that there was no specific
13 mentions of viewing within the sample is not
14 surprising.
15 Q And when you said that you tend to
16 put carets, where are you talking about that
17 you place this --
18 A They're within the reports
19 themselves. The difference between the report
20 that we produced for the MPAA and what we
21 normally do with syndicated research where
22 these types of carets will be put in is that

1 the purpose of the study was really to
2 aggregate viewing, to aggregate quarter hours
3 across stations, across time, and across
4 sweeps to accumulate sufficient sample size.
5 Under that scenario, there's the necessity of
6 being able to add and to do your calculations,
7 so you have to put in a numeric value. And so
8 as a result, in order to allow for the
9 manipulation of the data, the reports and the
10 data that we supplied, it's carrying a zero
11 numeric value because you couldn't do that
12 with an asterisk or a caret or some such
13 thing. But it shouldn't be interpreted as a
14 zero.
15 Q So if I understand you correctly,
16 as to the data that Nielsen itself maintains,
17 you put the symbols and notes in the database
18 to say there was none reported viewing. But
19 with respect to the data that you provide for
20 MPAA, you have to put zeros in in the quarter
21 hours essentially to allow for manipulation of
22 the data?

1 A That is correct.
2 JUDGE STRICKLER: May I interject
3 for a second?
4 MR. OLANIRAN: Absolutely, your
5 Honor.
6 JUDGE STRICKLER: Mr. Lindstrom,
7 you're doing a sample with the Nielsen
8 diaries, correct?
9 THE WITNESS: That's correct.
10 JUDGE STRICKLER: And you end up
11 with these very low numbers, and you don't
12 know what they are, so you put in the caret or
13 the asterisk, as you say, correct?
14 THE WITNESS: That's correct.
15 JUDGE STRICKLER: Is there a
16 margin of error or a level of confidence
17 associated with the numbers, particularly at
18 the lower level, where you have these carets
19 or asterisks so that we know what -- I know,
20 because the zero bound there, so we don't have
21 a negative number of people throwing things at
22 the television and refusing to watch it

1 adamantly but we have either zero or some
2 number above it. How do you statistically, if
3 at all, how does Nielsen statistically, if at
4 all, account for a margin of error within a
5 certain level of confidence?
6 THE WITNESS: We didn't produce
7 that data for this particular report.
8 JUDGE STRICKLER: So, so -- I'm
9 sorry. Go ahead.
10 THE WITNESS: No, so I'm saying
11 that I don't have that data to be able to
12 readily identify.
13 JUDGE STRICKLER: But Nielsen
14 produces that sort of information as a matter
15 of course is what you're saying?
16 THE WITNESS: Yes, it is possible
17 to produce that sort of data, and we do it
18 frequently. What you would expect, and this
19 goes back to is that, for any given station on
20 any given quarter hour, you would expect high
21 levels of relative error. It's the
22 accumulation of information that, in fact,

1 ends up reducing those error levels because
2 you have more different people, more
3 independent samples that are going together in
4 order to generate that, and it's part of the
5 reason, again, that you would expect to see
6 the results in the fashion that we are. The
7 relative error on any given quarter hour for
8 any given station, again, would be very high.
9 MR. OLANIRAN: Is your Honor --
10 JUDGE STRICKLER: Thank you.
11 BY MR. OLANIRAN:
12 Q And I wanted to follow up. Why
13 does the non-reported viewing occur,
14 particularly with respect to the data that you
15 provided to MPAA?
16 A I think one way to think about
17 this, and it's not a direct comparison but
18 it's an analogous, that each quarter hour, in
19 many ways, is a sampling point. And what
20 you're doing is trying to increase your
21 sampling points. If you were to think about
22 it, though, in a reverse way of saying suppose

1 this was a respondent and you had two of them,
2 and that was your entire sample. And you were
3 viewing a quarter hour, and it could be a
4 yes/no. And if that were the case where you
5 had two respondents, then it would be a yes or
6 a no. You'd either have a zero, a 50 rating,
7 or 100 rating.
8 But the actual viewing level or
9 rating level that you would end up expecting
10 under this type of scenario, you know, even
11 traditional broadcast ratings might be about
12 a one rating, which is about one percent of
13 the audience, so under that type of scenario,
14 you would fully expect that, in fact, as you
15 started adding sample, the bulk of the sample
16 would still be non-viewers. They would be no
17 to having viewed that quarter hour. I mean,
18 think about those nos as being your zeros
19 because that's really what it is, a yes/no, no
20 is a zero.
21 And you would have to add in 99
22 nos in order to, in fact, give the accurate

1 reflection of the one-percent viewing level
2 that was there. That's the reason why it's
3 important to accumulate the sample. Low
4 sample sizes with very small levels of
5 viewing, which, again, any given station for
6 any given quarter hour on a distant cable
7 basis will be very, very low. In order to
8 measure that, you need to build up the sample
9 and you fully expect to be including a lot of
10 these non-viewing instances in order to
11 accurately average out across time, across
12 programs, and across viewing instances.
13 I don't know if that helped, but
14 it's that basic idea if you only do that one
15 quarter hour and if you only had those two
16 people, then the response that you get is, in
17 fact, not going to be accurate. It is only
18 the accumulation of quarter hours in sample
19 size that allows the measures to be an
20 accurate reflection.
21 Q You've made a lot of references to
22 quarter hours. What are quarter hours? I

1 know it's somewhat elemental but . . .
2 A Again, a quarter hour is the time
3 frame that's being measured within the diary.
4 So within a diary, it will say, 8 to 8:15,
5 what did you do, you know, I either didn't
6 watch television or I watched television and
7 it was this channel, this call letters, and
8 this program name, so that we can identify
9 what it is that's being viewed.
10 And so, in the same fashion, if
11 you think about this yes/no for a particular
12 station, again, people are watching a lot of
13 other television that is, in fact, being
14 recorded there. It's not a matter of they're
15 not viewing. We're looking at all their
16 viewing. We're just not finding very much
17 under those circumstances of some of the
18 distant cable broadcast signals.
19 JUDGE STRICKLER: Counsel, may I
20 interject again? The diary samples you do,
21 those are diary samples that are sent to homes
22 that are already metered; is that correct?

1 THE WITNESS: No, that's not.
2 They're independent samples. There's a
3 separate metered measurement that goes on,
4 both in terms of local markets, some of the
5 metered markets, and on a national basis. The
6 diaries are independent of that.
7 JUDGE STRICKLER: I was probably
8 confused, and it's probably my fault. You say
9 on page four of your direct statement in 2000
10 to 2003 diary data was collected in Nielsen's
11 metered markets, so you're saying the diary
12 data came out of the metered markets but not
13 out of the same households that had meters; is
14 that it?
15 THE WITNESS: I actually realized
16 as I was going through this and saying, what
17 I was trying to convey probably wasn't
18 conveyed very well there. And I'm actually
19 glad that you raised it so that I can clarify.
20 We do have a large number of markets that, in
21 fact, are metered. It was 50-plus, I believe,
22 at the time when these measurements were going

1 on. But what I wanted to stress within this
2 is that we weren't actually combining the
3 metered data and the diary data. The mixing
4 of those two pieces, if you just added them up
5 together, would kind of compound a lot of, it
6 would compound certain types of issues. And
7 this isn't a comment on Dr. Gray's analysis,
8 which I think is a different thing.
9 But the idea of saying we do have
10 diaries in metered markets that we could
11 utilize for purposes of this analysis, so
12 we're looking at diary data across the entire
13 country, including metered markets where we
14 have diary sample that's also being collected.
15 JUDGE STRICKLER: So the diary
16 data is in metered markets and also outside of
17 metered markets?
18 THE WITNESS: That's correct. And
19 that's what I was trying to say. So it's not
20 a case of there are diary markets that are
21 some portion of the country and metered
22 markets for some portion of the country. We,

1 in fact, at this point in time, did diaries
2 across the entire country, which are included
3 here.
4 JUDGE STRICKLER: And metered
5 markets are, those meters run not just during
6 the sweeps months but 12 months a year; is
7 that correct?
8 THE WITNESS: That's correct.
9 Twenty-four hours a day, 365 days a year.
10 JUDGE STRICKLER: And are there
11 more people metered, if you will, than diary,
12 or households I should say?
13 THE WITNESS: No. The diary is
14 substantially larger in terms of the sample
15 sizes. You couldn't afford to have metered
16 samples of the type of size, certainly at the
17 point in time that we're talking about in the
18 early 2000s. Sample size is the magnitude of
19 what you can do with a diary. That's why we
20 took the approach with the diary simply
21 because, again, in order to measure very low
22 viewing levels, you need very large sample

1 sizes, which only the diary can provide.
2 There's really no other good database of its
3 kind to be able to measure viewing of these
4 types of levels.
5 JUDGE STRICKLER: We have to go
6 from the local diary information, we took it
7 from local information to more national
8 information through a regression analysis, but
9 the meters, if I understand this correctly,
10 while it's a smaller sample, the meters would
11 give you that overall information without
12 having to do a regression. It would just be
13 a really small sample. Is that the problem?
14 THE WITNESS: Without commenting
15 on the regression because I want to hear
16 specifically what that question is because I
17 think it actually sounded as if there was
18 something -- I think we'll have to clarify
19 that at some point in terms of what the
20 regression was being used in order to
21 estimate. But, I'm sorry, if you could just
22 clarify the tail end of that.

1 JUDGE STRICKLER: Well, let me ask
2 it more generally. Would there have been a
3 benefit to using the meters, as opposed to the
4 diaries, notwithstanding the fact that the
5 meters are a smaller sample?
6 THE WITNESS: I think that, if one
7 were to ask most people within the television
8 business, they would probably say that the
9 meter, as a data collection method, is a
10 superior method to the diary. It's why the
11 industry has shifted over time to that.
12 There's been extended metered markets,
13 etcetera. The diary does a very good job at
14 what it does, but the very fact that a meter
15 can get very precise and 365 days a year is a
16 huge plus.
17 But the reality is is that, if you
18 were going to, again, try and measure under
19 these very small and finite circumstances,
20 that you need extremely large sample sizes in
21 order to be able to do it and, at this point
22 in time, it wasn't out there. So given the

1 absence of the sample size to be able to do an
2 analysis of this type adequately, the diary is
3 really a preferable approach.
4 JUDGE STRICKLER: Thank you.
5 JUDGE FEDER: Now, if I understood
6 your testimony correctly, each sweep includes
7 about 100,000 homes?
8 THE WITNESS: That's correct.
9 Four independent samples of seven days each
10 during a month.
11 JUDGE FEDER: Okay. And then so
12 over the course of a year, we're talking
13 400,000 homes that are sampled?
14 THE WITNESS: That's correct. And
15 some additional within March and October.
16 JUDGE FEDER: And then, as part of
17 this process, you then excluded all those
18 samples that are in local markets, as opposed
19 to distant markets, and those samples that are
20 non-cable households?
21 THE WITNESS: Yes. And it's
22 important to keep in mind, just to clarify,

1 when we're talking about it, that this is done
2 for each station. So each station is
3 specifically identified as to what should be
4 the local counties, so it's not a global type
5 of definition. It's done going for this
6 station these are the counties that are local,
7 for this station those are the counties that
8 are local.
9 JUDGE FEDER: So for any given
10 station, you're obviously talking about much
11 fewer than 400,000 samples to start with. And
12 then that number of samples is declining as
13 you exclude essentially non-compensable
14 categories in the households that don't have
15 cable?
16 THE WITNESS: That's correct.
17 JUDGE FEDER: So is there anywhere
18 in the report that you produced that tells us
19 what the sample size is for the various sample
20 stations that are in this survey?
21 THE WITNESS: The answer to that
22 is, perhaps, slightly complicated because the

1 way that you described it is true, but you
2 would still be thinking, for purposes of how
3 you would examine the data, as the sample size
4 -- there are really two factors, sorry, in
5 terms of producing anything on relative
6 errors, for example. One is sample size, and
7 one is some form of correlation of viewing in
8 terms of who's doing all this viewing? Is it
9 the same people or different ones? Is it kind
10 of unique?
11 For a sample size purpose, the
12 actual sample size that you would be looking
13 at, despite the fact that you're applying
14 filters, is actually the 400,000 that's going
15 into the base because part of that estimate is
16 all of the people that can't view or be
17 included in that as a result of being local.
18 All of those people who, in fact, are non-
19 cable. They don't come out of that base for
20 estimating the size of the viewing population
21 of those distant cable folks. It all goes
22 into generating the percentages of everybody

1 who would have viewed certain viewing
2 entities.
3 So the base really is truly
4 everybody in the U.S. with that large a
5 sample. But you need that large because of
6 the filters to take it down.
7 Once you get into that spot, it
8 would be not an impossible analysis but a
9 difficult one because you would have to go
10 into a secondary step that would say let's
11 now, instead of just looking for viewing to a
12 given station during a given time period, what
13 we would have to do is start computing cable
14 coverage to go what are the cable systems for
15 which each of these stations is then available
16 and how many homes do we have within those
17 stations that would be considered distant?
18 It's a step that we don't actually
19 need to do to process the data as we do it.
20 And, therefore, to estimate it would be kind
21 of, would be a separate full-custom study to
22 produce it. And, again, quite frankly, it

1 wouldn't ultimately be the real key in terms
2 of sort of judging those sample sizes.
3 JUDGE FEDER: Is it possible that,
4 for some of these stations, after you apply
5 the filters, that there simply are no diary
6 measurements for those particular stations?
7 THE WITNESS: No. I mean, the
8 answer to that is that the sample sizes are
9 large enough that it would be virtually
10 impossible for any of those stations to not
11 have people who would be in a position of
12 being able to view that could have recorded
13 that viewing. The fact that they didn't is a
14 different issue, but it's not a case where,
15 for any of them, that people wouldn't have had
16 that ability. I mean, we measure all cable
17 systems across the U.S. You couldn't have any
18 kind of relatively large distribution of a
19 signal that, in fact, would not have the
20 capacity of being able to have somebody who
21 could have viewed it. It's a case of they
22 could have, but they didn't indicate it within

1 the diary.
2 JUDGE FEDER: Thank you.
3 JUDGE STRICKLER: How many
4 stations were metered? I mean, excuse me, how
5 many meters were out in public in the United
6 States in the period 2000 to 2003, if you
7 know?
8 THE WITNESS: I don't know off the
9 top of my head.
10 JUDGE STRICKLER: Not even
11 ballpark?
12 THE WITNESS: I mean, if I had to
13 guess, I'd put the number probably at that
14 point in time as somewhere in a five to ten
15 thousand kind of range maybe. It expanded
16 greatly into the mid 2000s with the advent of
17 the Local People Meter and a shift that we
18 made then in terms of how we accumulated
19 households both locally and nationally. But
20 the sample sizes were substantially lower at
21 the time of this analysis.
22 JUDGE STRICKLER: Thank you.

1 CHIEF JUDGE BARNETT: Just to ask
2 you to say this for the third time, you
3 distributed diaries to 100,000 households each
4 of the four weeks --
5 THE WITNESS: Twenty-five thousand
6 during each week of the four weeks, so it's
7 four independent samples of 25,000, roughly
8 25,000 each.
9 CHIEF JUDGE BARNETT: And they're
10 not the same over those four weeks?
11 THE WITNESS: That's correct. And
12 then as you go through the sweeps, those are
13 also not the same.
14 CHIEF JUDGE BARNETT: Not the same
15 between May and July?
16 THE WITNESS: That's correct.
17 CHIEF JUDGE BARNETT: Okay. Thank
18 you.
19 THE WITNESS: And that's an
20 important thing because if they were the same
21 homes then you'd run into situations of going
22 is there, that's where you get into that idea

1 of the number of unique people and whether
2 it's the same folks who were viewing or not.
3 The very fact that they're independent samples
4 means that the potential is there for
5 somebody, 8:00 on Monday with this particular
6 station, that there would be no viewing. On
7 the other hand, when you get into the
8 following week at 8:00 on Monday, there may
9 very well be because you've got an independent
10 sample now that could. And then the following
11 week there could be, which is, again, why you
12 want to accumulate over time to accumulate
13 those independent samples.
14 BY MR. OLANIRAN:
15 Q I just need to go back really
16 quickly to just one question. Judge Feder
17 asked you, I think he was referring to what
18 happens when you go through the process of
19 elimination, and I think you said that the
20 sample goes down. And I just want to be sure
21 that we're talking about the same thing. It's
22 the sample of the households, correct?

1 A That's correct.
2 Q This is a national sample of
3 households. And then there's a sample of
4 station that you've been asked to study by
5 MPAA, correct?
6 A That is correct.
7 Q And when you're going through your
8 elimination process, that sample of stations
9 does not shrink. It's the data, because of
10 the elimination, the data that's contributing
11 to your study that has been eliminated, not
12 the number of samples, though, right?
13 A That is correct.
14 Q And the national sample, the
15 sample of households, diary households, that
16 doesn't change either. It's a question of
17 whether or not there's reported or non-
18 reported viewing within that sample; is that
19 correct?
20 A And, you know, technically,
21 whether viewing by that household would be
22 compensable or not so that you're saying if it

1 wouldn't be, because it was local, then it is
2 really counting as a zero. If it wouldn't be
3 because it was non-cable or for whatever
4 reasons, it wouldn't be included and it would
5 be indicated again as zero.
6 Q Now, going back to the issue of
7 non-reported viewing, in your view, do the
8 instances of non-reported viewing, did they
9 invalidate the results of your study?
10 A No. They're not only consistent,
11 but it is given -- and I hate to keep going
12 back to it but it is something to keep in mind
13 again. The low levels of tuning at any given
14 point in time, that it is a virtual
15 statistical certainty that you would be having
16 those types of zero cells. So it's not only
17 that it invalidates or makes you feel that the
18 data set is bad, it is something that, in
19 fact, you know, can and should be expected
20 under the circumstances.
21 CHIEF JUDGE BARNETT: How much
22 more do you have, Mr. Olaniran?

1 MR. OLANIRAN: I have two more
2 questions.
3 CHIEF JUDGE BARNETT: All right.
4 Go ahead.
5 BY MR. OLANIRAN:
6 Q The other question I had was if
7 you looked at station X on a particular day at
8 a particular quarter hour and you looked at
9 all of the households contributing to viewing
10 on that station, and let's say they were all
11 zero, is there a way to tell whether or not
12 those households are watching -- actually, let
13 me strike that question but go back to the
14 same hypothetical. If you had station X, a
15 particular quarter hour on a particular day,
16 and let's say, for two households let's say
17 you had non-reported viewing to that station
18 for that particular quarter hour, would you
19 need to know whether or not, can you tell from
20 just that information whether those two
21 households were watching something else?
22 A No.

1 Q Okay. And also, if I took station
2 X and I added up all of the instances of non-
3 zero, of non-reported viewing, what could I
4 infer from the tabulation of just the zeros on
5 that station?
6 A The important thing to keep in
7 mind with this type of question is if you
8 think about my analogy of saying each quarter
9 hour is a sampling point, that it is, in fact,
10 important to include all of the sampling
11 points in whatever type of analysis you're
12 choosing to do, whether, again, by time period
13 or program or station or however you're adding
14 it up, fundamentally, going through and
15 picking sampling points based upon the data
16 piece that's in there is, in fact,
17 fundamentally, a wrong thing to do and one
18 that doesn't mean anything. You would expect
19 cells to have zeros, but to pick only those
20 cells that have zeros, it is not the way to
21 look at it. It has to be accumulated and
22 added together in order to have the validity.

1 MR. OLANIRAN: Okay. No further
2 questions, your Honor.
3 CHIEF JUDGE BARNETT: Thank you.
4 It is 4:36. We will be at recess until 9:00
5 in the morning. Thank you all, and we will,
6 I will -- Judge Feder has all of his documents
7 on his iPad. Isn't he special? Judge
8 Strickler schlepped all of his over here, and
9 I schlepped mine over and left them in the
10 room. So I'll bring mind out tomorrow. We'll
11 be all set with regard to paper, and we'll see
12 you at 9:00 in the morning. Thank you.
13 (Whereupon, the foregoing matter
14 was concluded at 4:36 p.m.)
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IN THE MATTER OF:	:
DISTRIBUTION OF 2000, 2002, 2003 CABLE ROYALTY FUNDS	:No. 2008-02 :CD 2000-03 :Phase II

Tuesday,
June 4, 2013

Fourth Floor Hearing Room
Madison Building
Library of Congress
101 Independence Avenue, SE
Washington, DC

The above-entitled matter came on for hearing, pursuant to notice, at 9:00 a.m.

BEFORE: THE HONORABLE SUZANNE M. BARNETT, Chief Judge
THE HONORABLE JESSE FEDER
THE HONORABLE DAVID STRICKLER

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1 P-R-O-C-E-E-D-I-N-G-S
2 9:03 A.M.
3 CHIEF JUDGE BARNETT: We are back
4 on the record in the matter of the
5 distribution of cable royalty funds for the
6 years 2000-2003, Phase II.
7 And Mr. Olaniran, had you
8 completed your examination of your client, of
9 your witness?
10 MR. OLANIRAN: Yes, Your Honor.
11 CHIEF JUDGE BARNETT: Okay, thank
12 you.
13 Mr. Boydston.
14 MR. BOYDSTON: Thank you, Your
15 Honor.
16 CROSS EXAMINATION
17 BY MR. BOYDSTON:
18 Q Good morning, Mr. Lindstrom.
19 A Good morning.
20 Q My name is Brian Boydston. I'm
21 the attorney for Independent Producers Group.
22 You've testified that you provided Nielsen

1 diary data to the MPAA in connection with this
2 proceeding, correct?
3 A That is correct.
4 Q And that that information
5 constituted diary information for the four
6 sweeps weeks during each of the relevant four
7 years, correct?
8 A Including March and October in
9 some instances as well.
10 Q Understood, thank you. Now I just
11 want to confirm, I think you may have
12 mentioned in your direct testimony, but I
13 don't know if it quite made this clear. It
14 seems an obvious point, but these ratings
15 data, they don't reflect actual viewing by the
16 population that they're serving. They
17 represent viewing based on discrete numbers of
18 people within the population being surveyed,
19 correct?
20 A If I understand the question
21 correctly, it is a sample that is being
22 measured rather than the full census

1 population.
2 Q And so for instance, when there's
3 a diary entry for a particular program at a
4 particular time, one diary entry may be
5 extrapolated on to a number of additional
6 households, correct?
7 A That is correct.
8 Q Sometimes maybe it could be as
9 much as 10,000, maybe more, maybe less
10 households?
11 A Ten thousand would be high in
12 terms of those weights, but it possibly could
13 go that high. It's probably more in the range
14 of a thousand for the most part.
15 Q And I understand that you've
16 appeared in these proceedings for quite some
17 time, decades?
18 A That's correct.
19 Q And you appeared on behalf of the
20 MPAA in the 1997 proceedings that took place
21 in the Year 2001, correct?
22 A That is correct.

1 Q Are you familiar with the
2 September 2001 distribution order that came
3 out of those 1997 proceedings?
4 A I don't recall the details.
5 Q Have you reviewed it at some time
6 though?
7 A I'm sure that I have, but I don't
8 recall when I did though.
9 Q Fair enough. Do you recall that
10 in that decision on the '97 proceedings the
11 CARP referenced a high incidence of zero
12 viewing in the Nielsen diary data?
13 A Yes, I do.
14 Q And do you recall that in the '97
15 proceedings it was found that the aggregate
16 zero viewing equaled 73 percent of all major
17 broadcasts?
18 A I don't recall the details of it.
19 Q Would that figure of 73 percent
20 surprise you or does that seem out of whack?
21 A No, it's actually very much in
22 line that even with the people meter that

1 currently is the source of what's done for a
2 $70 billion advertising business, that if you
3 dive into it that there's approximately 65
4 percent of the quarter hours would, in fact,
5 be zero viewing for stations. Now obviously,
6 that's in direct relationship to the size of
7 the audience to those stations, some more,
8 some less. But that is not inconsistent with
9 what's currently out there in the standard
10 audience measurement.
11 Q You mentioned, in your answer
12 right now, you mentioned metered ratings,
13 correct?
14 A That is correct.
15 Q And I assume you're talking on a
16 national level in your previous comment?
17 A Yes, I was.
18 Q On a national level would one see
19 that sort of incidence of zero viewing for
20 diaries as opposed to metered ratings?
21 A Again, it would be consistent
22 across meters and diaries. It would not be

1 surprising to see those types of levels. And
2 again, in direct relationship to the size of
3 the station that's trying to be measured. And
4 we try and be very inclusive for all stations
5 and therefore there are a lot with very small
6 viewing levels.
7 Q From your testimony yesterday, my
8 recollection is that you were saying that the
9 diary ratings or the ratings derived from
10 diaries, there are many more diaries and much
11 more diary data that Nielsen collects than
12 metered data, correct?
13 A There are more sample households
14 that are being measured. The extent of the
15 data that's being collected, because the meter
16 is 365 days a year, is very extensive, so I
17 wouldn't phrase it that way. But there are
18 certainly much larger sample sizes with the
19 diary.
20 Q In terms of number of households
21 covered, my understanding from your testimony
22 was that the diaries are much greater than the

1 meters?
2 A That is correct.
3 Q On what kind of a scale?
4 A I don't know exactly what the
5 metered sample was at the time, but I would
6 estimate maybe 5,000 or 10,000 during that
7 period of time. Currently, right now,
8 nationally, it's 25,000. And the diary itself
9 is about 25,000 per week within independent
10 samples so that we're measuring about 400,000
11 plus households a year with the diary.
12 Q So at the time in question, 2002,
13 2003, your estimate, just refresh my
14 recollection, your estimate at that time is
15 that there must have been a couple hundred
16 thousand diary households and what did you
17 say, 25,000 meters?
18 A No, it's 25,000 now. It might be
19 5,000 or 10,000. I honestly don't recall.
20 Q So there could be as much as a 40
21 to 1 ratio during this time period of diaries
22 to meters or maybe greater?

1 A That's correct.
2 Q Okay. Now isn't it true that the
3 September 2001 order on the '97 proceedings
4 directed the MPAA to decrease the incidence of
5 zero viewing in its study if it was going to
6 use such Nielsen data in the future?
7 A I don't recall.
8 Q Let me ask you to take a look at
9 what's been marked as Exhibit 7 in the
10 document in front of you there which is the
11 testimony of Raul Galaz in rebuttal to the
12 direct statement of MPAA-represented program
13 suppliers and that's Exhibit 7 to the Galaz
14 testimony in rebuttal to the MPAA.
15 A Exhibit 7?
16 Q Yes. And you can go past that
17 page that just says Exhibit 7. I'll represent
18 to you that this is a printout of one of the
19 Nielsen data, raw data files that was provided
20 to IPG in this matter. And if you could just
21 look at the first page or so. Does this look
22 like, does the data that's represented here

1 look like Nielsen diary data to you?
2 A Yes, it does.
3 Q And my understanding is these are
4 supposed to be representing 16 weeks of
5 television viewing, correct?
6 A If it's 2003, I would -- I would
7 assume, but I'm not completely sure.
8 Q Okay, part of the reason for my
9 inquiry here is that in terms of -- well, do
10 you see -- it's about the fourth column over.
11 It's entitled zero viewing instances, no, no.
12 It's the next one, aggregate instances.
13 My understanding is those figures
14 under aggregate instances, the first of which
15 is 13,440, that these are the number of
16 quarter hour time periods measured in these
17 different entries. Is that correct?
18 A That would be my interpretation.
19 Q Now I'm going to have to do a
20 little math here because I want to try and
21 figure out how many quarter hours are in a
22 week. And -- excuse me, how many quarter-hour

1 time periods are in a 16-week sweeps sample.
2 And my calculation is that there are 4 quarter
3 hours in every hour, multiplied by 24 hours in
4 a day, multiplied by 7 days in a week,
5 multiplied by 16 weeks gives a product of
6 10,752. And we can do it on our calculators.
7 Does that sound right to you?
8 A The math as you were running
9 through, I didn't follow and multiply it out
10 to the 10,000.
11 Q Should we do that very quickly?
12 Would you mind doing that very quickly just to
13 confirm that? I can give you a paper and
14 pencil or do you have the ability to do it in
15 your head?
16 So it was 4 quarter hours times 24
17 hours in a day times 7 days a week times 16
18 weeks.
19 A Somewhere around 11,000 or so.
20 Q The figure I had was 10,752. Now
21 as I look back at Exhibit 7, under the
22 aggregate instances which is listing the

1 number of quarter hour time periods, what I
2 see are numbers generally in excess of that,
3 some close to double that or in fact, exactly
4 double that such as the second entry at
5 21,504. Now it would appear to me that that
6 means that on that second entry of WTBS that
7 appears on the first page of Exhibit 7 that
8 that would mean that actually what was being
9 presented here in this raw data was more than
10 16 weeks of information, more like 32 weeks.
11 Is that a reasonable conclusion?
12 A The aggregate number of quarter
13 hours, yes.
14 Q And as I said if one looks down
15 many of these, almost all of them seem to be
16 in excess of 10,752. My conclusion from that
17 was that while this data was aimed at
18 providing 16 weeks of data, it actually
19 provides a bit more than that. Is that a
20 reasonable conclusion?
21 A It is including the additional
22 measurement periods of March and October which

1 would end up adding a considerable degree of
2 quarter hours to that.
3 Q Right. It just seems from the
4 mathematical standpoint there may be some time
5 even in addition to those two months, would
6 you agree? Because two months would be an
7 additional 8 weeks, because 8 plus 16 would be
8 24. And as I say, the second entry represents
9 32 weeks of quarter hour periods, so it seems
10 that there must be some additional data coming
11 into these beyond just the regular sweeps
12 weeks, the additional two months of October
13 and May. Do you know where that other time is
14 coming from?
15 MR. OLANIRAN: Your Honor, I'd
16 like to object to Mr. Boydston's line of
17 questioning.
18 Mr. Boydston is actually implying that this
19 data that we're looking at is in fact the raw
20 data that Nielsen provided to IPG. In fact,
21 it is not. This is an analysis that was
22 prepared, I suppose, by Mr. Galaz, or someone

1 at IPG. For the purpose of this proceeding,
2 Nielsen does not, for example, if you look at
3 the last column, does not do zero viewing
4 instances in its raw data.
5 This is not the data or the format
6 in which you will find the Nielsen data. So -
7 -
8 MR. BOYDSTON: That contradicts
9 his testimony so far. His testimony was that
10 these numbers for minutes were what I asked
11 him they are.
12 MR. OLANIRAN: These are not the
13 raw data that was produced to IPG. You can
14 direct the question to Mr. Lindstrom to see
15 whether or not Nielsen calculates zero viewing
16 instances. I'm pretty certain they don't.
17 MR. BOYDSTON: I haven't asked
18 about that.
19 MR. OLANIRAN: You referred to
20 these as raw data in your line of questioning
21 and I just want to make sure we're clear about
22 that.

1 CHIEF JUDGE BARNETT: The witness
2 has already accepted this and has answered
3 questions about it. You can cross examine,
4 Mr. Olaniran.
5 BY MR. BOYDSTON:
6 Q Do you know where these additional
7 minute quarter hour periods could have come
8 from? As I said, you clarified and you had
9 already testified that in addition to the 16
10 sweeps, there's oftentimes time for May and
11 October. But it seems like there's even more
12 in some of these entries and I'm just
13 wondering if you have knowledge as to where
14 the other minutes come from?
15 A Again, I'm not sure where all the
16 aggregates are being built up to, but there
17 are many instances where that could end up
18 occurring.
19 Q Okay. Have you performed an
20 analysis yourself in order to determine the
21 existence of zero viewing in the raw Nielsen
22 data?

1 A I personally have not.
2 Q Has someone at Nielsen done that
3 as far as you know?
4 A Not that I know of.
5 Q Do you know of anyone else who has
6 done that?
7 A Not in terms of specifically
8 looking at that aspect that I recall.
9 Q My follow-up questions were
10 because
11 -- and I asked you and you said "I personally
12 haven't" which implied to me that maybe you
13 knew that someone else had. That was all.
14 But you don't know of anyone else that has
15 done that?
16 A I can only answer for myself in
17 this case.
18 Q Okay. Is --
19 JUDGE STRICKLER: Excuse me,
20 counsel. I didn't mean to step on your words.
21 May I ask him a question to follow up?
22 MR. BOYDSTON: Absolutely.

1 JUDGE STRICKLER: One of your
2 answers before, Mr. Lindstrom, was that you
3 understood that there were other reasons why
4 the aggregates would total more than the
5 additional two months. Counsel didn't ask you
6 what those other instances would be that would
7 account for that. Can you tell us what those
8 other instances would be?
9 THE WITNESS: There could be
10 situations like with GN. GN, there's actually
11 two separate feeds that are going on, one of
12 which is the local GN. The other is the
13 satellite feed of GN which has in some cases
14 different programming. It's possible if
15 somebody were looking at the data, they would
16 aggregate up each signal individually for the
17 quarter hours and then put them together.
18 JUDGE STRICKLER: Sort of a double
19 count on the WGN numbers, is that what you're
20 saying?
21 THE WITNESS: Potentially that's
22 one way of thinking about it, but again, I'm

1 not sure what are the occurrences in terms of
2 how this is built up. What I had been
3 answering originally was going this looks to
4 be consistent with the type of data that would
5 come out from what we were producing, but I'm
6 not sure where the 21,000 directly were coming
7 from.
8 JUDGE STRICKLER: And you said
9 there were instances that you could imagine as
10 to why it would be that you have the aggregate
11 totalling more than the additional two months
12 and you just gave the WGN example. Any other
13 instances or is that all that you can recall?
14 THE WITNESS: That would be the
15 one that -- that type of situation would be
16 the one that would be most likely to come to
17 mine.
18 JUDGE STRICKLER: Anything else?
19 THE WITNESS: Not that I can think
20 offhand.
21 JUDGE STRICKLER: Thank you.
22 Please proceed.

1 MR. BOYDSTON: Thank you.
2 BY MR. BOYDSTON:
3 Q Have you reviewed the rebuttal
4 testimony of Raul Galaz in this matter?
5 A Very briefly.
6 Q Have you reviewed the rebuttal
7 testimony of Dr. Laura Robinson in this
8 matter?
9 A No, I haven't.
10 Q Based upon your review of Mr.
11 Galaz' rebuttal testimony, do you have any
12 disagreement that for this time period, 2000,
13 2003 the Nielsen diary data aggregate zero
14 viewing was between 78 percent and 82 percent
15 depending upon the year?
16 A I have no reason to disbelieve
17 that.
18 Q Do you have any reason to disagree
19 that the range of zero viewing for stations in
20 the MPAA viewer study was between less than 1
21 percent and 99.9 percent zero viewing
22 instances?

1 A I have no reason to believe that
2 would not be the case.
3 Q Thank you. Now is it accurate
4 that some of the station data that was
5 provided by Nielsen to the MPAA included
6 stations that showed 100 percent zero viewing
7 for the selected stations?
8 A I could not say one way or another
9 for sure on that.
10 Q Meaning you don't have any
11 recollection as to whether that occurred?
12 A I do not have a recollection as to
13 that specific.
14 Q Have you seen that instance before
15 in Nielsen data?
16 A I haven't looked for that
17 specifically. It would not be, again,
18 inconsistent if it were a station with very,
19 very low viewing levels, again, keeping in
20 mind that the base population that we're
21 looking is somewhere in the neighborhood of
22 100 million households. In many of these

1 instances, we could be looking for viewing
2 that are at levels of a 1,000 during any given
3 quarter hour. It takes a lot in order to find
4 those which is why you need substantial sample
5 sizes, but any given quarter hour only has
6 25,000 as the base sample. That's why in
7 order to analyze that data, it really is
8 imperative to aggregate is across time. Zero
9 viewing is the specific quarter hours for
10 which the sample sizes would be relatively low
11 comparatively. And it really is necessary to
12 aggregate across.
13 Q And the difficulty in doing that
14 results in the incidence of zero viewing that
15 we see, correct?
16 A Because individual quarter hours
17 will be going against approximately a 25,000
18 sample size.
19 Q Right, if it was a 25 million
20 sample size, that would probably be a
21 different story, correct?
22 A Well, if it were two weeks, then

1 it would be 50,000; in 3 weeks, 75,000 and up
2 to the 400,000 plus, it's just the individual
3 quarter hours to look for zero viewing is
4 again not the purposes for which the study was
5 designed or terribly surprising when focusing
6 on that micro level.
7 Q And that's the issue is that when
8 focusing on that micro level, this particular
9 study has its limitations, correct?
10 A If one were trying to decide on
11 the audience for an individual quarter hour on
12 a low-rated station, there would be high
13 relative errors.
14 Q Correct, which makes it kind of a
15 tough yardstick to use for this, doesn't it?
16 A No. Because the whole purpose is
17 to aggregate programs across time. To
18 aggregate across days on strip programming, to
19 go across weeks and as those accumulate,
20 you're accumulating sample sizes which is the
21 way you eliminate a zero viewing issue. It's
22 the way that it works even in the example of

1 the people meter that I discussed of going
2 becomes an acceptable measure because, in
3 fact, you aggregate across time.
4 Q Now the figures I mentioned a
5 minute ago, in the '97 proceedings, there were
6 73 percent zero viewing in the raw Nielsen
7 data and of these proceedings on these years
8 it's between 78 and 82. Based on those simple
9 numbers, it seems clear that in this study for
10 these years, the incidence of zero viewing is
11 certainly higher, isn't it? I mean it's 82
12 percent versus 73 percent on the high end,
13 correct?
14 A But at the same time I think it's
15 imperative to go. It's not 80 percent of the
16 programs, in fact, have zero viewing. And so
17 that all that that might tell you in terms of
18 a decline or an increase rather and the degree
19 of zero viewing would suggest that there is
20 probably more fragmentation in the marketplace
21 that would cause distant signals to perhaps
22 have slightly less viewing. That is really

1 the main conclusion that you can draw from
2 that type of data set.
3 JUDGE STRICKLER: I have a
4 question for you about the zero viewing
5 quarter hour segments. You said as the sample
6 gets larger, you tend to correct for that.
7 Does Nielsen know whether or not the quarter
8 hours for the survey for one week which is a
9 zero, whether or not the zero repeats for that
10 same quarter hour for that same low-rated show
11 in the next survey and then survey and the
12 next survey or are these zeros all across the
13 low-rated shows and you don't figure out which
14 is which?
15 THE WITNESS: No, well, we don't
16 take that step in the analysis. That's done
17 further down the line. But that's sort of the
18 way that this works is the idea that you may
19 have a zero in Week 1, but when you go to that
20 time period in that program in Week 2 and
21 you're adding them in together that you are
22 going to have a much greater likelihood that

1 you will find viewing in subsequent airings.
2 And we're not producing the data specifically
3 in the type of analysis that you're speaking
4 to other than the end product as I understand
5 it is ultimately an aggregation by program
6 across time which is where you do end up sort
7 of adding in the subsequent viewing. And you
8 would not have anywhere near 80 percent of the
9 programs with no viewing.
10 JUDGE STRICKLER: Yes, so when we
11 see 80 percent zero viewing, we're not saying
12 -- let me ask it this way, is that statistic
13 showing that a particular show, a low-rated
14 show, we'll call it Watching Paint Dry, a low-
15 rated show. It's not zero every time, every
16 quarter hour.
17 THE WITNESS: No.
18 JUDGE STRICKLER: Those 80 percent
19 zeros could be Watching Paint Dry, Watching
20 Grass Grow, two different shows.
21 THE WITNESS: Right. And if it
22 turned out that it was on five days a week and

1 three days nobody watched it, not nobody
2 watched it, but no viewing was recorded and in
3 the fourth and fifth day there was viewing
4 that was recorded, it would still show under
5 that scenario 65 percent zero viewing. But
6 the accumulated viewing across the five days
7 would be a fairly accurate or a reasonably
8 accurate reflection. And as you went across
9 weeks so that you have independent samples
10 adding to it, it will be a better and better
11 number the more weeks and sweeps that are
12 being combined.
13 BY MR. BOYDSTON:
14 Q Now isn't it true there are
15 instances of zero viewing and not just for
16 quote unquote small shows or small stations,
17 but even big stations as well, is it not true
18 that for instance WGN by far and away the
19 largest station that's distantly retransmitted
20 has what i would call anyway a high incidence
21 of zero viewing in excess of 50 percent.
22 Isn't that true?

1 A I don't know the specifics for GN
2 and there are two reasons why that could
3 happen. But first off, keep in mind as we've
4 tried to stress broadcast stations at this
5 point in time would almost be happy with one
6 and two rating levels. You're dealing with
7 small percentages and for cable viewing you're
8 dealing with tenths of a percent as your
9 typical rating level. So that even well
10 distributed, well viewed networks are likely
11 in the grand scheme of things to have
12 relatively low viewing levels at any given
13 point in time.
14 Q Isn't it true, you mentioned
15 earlier you said well, it's not like we have
16 80 percent of programs with zero viewing, do
17 you have an estimate as to what the percentage
18 of programs are out there that have zero
19 viewing instances?
20 A No, I do not.
21 MR. BOYDSTON: Your Honor, I'd
22 like to mark Exhibit 504. It's a one-page

1 document. They are sticking together.
2 (Whereupon, the above-referred to
3 document was marked as Exhibit 504
4 for identification.)
5 BY MR. BOYDSTON:
6 Q Now this is a document which I've
7 only marked at the moment. It hasn't been
8 admitted and I haven't moved for it to be
9 admitted just yet. I'll represent to you this
10 is a document that has been generated by IPG
11 based upon analysis of the raw Nielsen diary
12 data and it reflects here that for the Year
13 2000 out of 8,173 unique programs we have
14 incidents of aggregate zero viewing of 42.65
15 percent. Do you have any reason to believe
16 that that would be inaccurate?
17 A I have no reason to believe it is
18 accurate either. And that's not question it.
19 It's just simply I don't have the base
20 information to be able to say.
21 Q Okay.
22 JUDGE STRICKLER: Counsel, just so

1 you can clarify so I understand the questions
2 and the answers here. That final column,
3 percentage of programs with aggregate zero
4 viewing, does that mean as far as you're
5 representing percentage of programs with any
6 aggregate zero viewing or total aggregate zero
7 viewing?
8 MR. BOYDSTON: Any.
9 JUDGE STRICKLER: Thank you.
10 MR. BOYDSTON: Total is a story
11 for another day.
12 JUDGE STRICKLER: Fair enough.
13 BY MR. BOYDSTON:
14 Q Let me ask you to turn to Exhibit
15 8 in the document you have there in front of
16 you. I'm sorry, Your Honors, it's just the
17 next exhibit in that same document we were
18 looking at.
19 CHIEF JUDGE BARNETT: Exhibit 8 to
20 the Galaz rebuttal testimony to MPAA?
21 MR. BOYDSTON: And actually,
22 belatedly, I'd like to move admit Exhibit 7.

1 MR. OLANIRAN: Objection, Your
2 Honor, on the same basis that I made before.
3 Mr. Lindstrom cannot authenticate this
4 document and while he answered questions about
5 it, I think his answers were more in a general
6 form, not specific to the document.
7 MR. BOYDSTON: The witness
8 acknowledged that this appeared to be
9 information that did come straight from the
10 Nielsen raw data. That's the purpose for
11 which it's being admitted.
12 MR. OLANIRAN: Your Honor, this
13 information did not -- it may have come from
14 the Nielsen data, but this is not information
15 Nielsen prepared. The only information
16 Nielsen provided with respect to the diary is
17 the raw data. This is not the raw data.
18 Nielsen does not calculate zero viewing
19 instances and Mr. Lindstrom's testimony has
20 been very consistent with that.
21 I think you can attempt to put
22 this in with the witness that sponsored this,

1 but I'm quite sure that Mr. Nielsen did not
2 prepare this document.
3 CHIEF JUDGE BARNETT: The
4 objection is sustained. Exhibit 7 to the
5 rebuttal testimony is rejected.
6 MR. BOYDSTON: Not admitted.
7 CHIEF JUDGE BARNETT: Not
8 admitted.
9 (Laughter.)
10 MR. BOYDSTON: Thank you.
11 CHIEF JUDGE BARNETT: I know
12 you'll make another stab at it, Mr. Boydston.
13 MR. BOYDSTON: I appreciate that.
14 Thank you.
15 MR. HARRINGTON: Your Honor, if I
16 could be heard for a second?
17 CHIEF JUDGE BARNETT: You may.
18 MR. HARRINGTON: I note we didn't
19 state a position on this, but the fact is
20 we've never received this document. We
21 haven't received any of the proposed exhibits
22 that IPG has exchanged regarding MPAA. And if

1 we're going to have a meaningful involvement,
2 we would like to be provided with a copy of
3 the exhibits that are going to be proposed for
4 entry in this case.
5 MR. BOYDSTON: Your Honor, this is
6 not the case against SDC. I'm not talking to
7 an SDC witness.
8 CHIEF JUDGE BARNETT: Mr.
9 Boydston, I thought we had made it clear that
10 all documents were to be provided to all
11 parties and so to the extent that you have not
12 provided MPAA to Mr. Harrington or SDC
13 documents to Mr. Olaniran, you need to do
14 that.
15 MR. BOYDSTON: All right. I mean
16 the only reason we haven't is as I said --
17 CHIEF JUDGE BARNETT: I understand
18 your point, but you need to understand ours.
19 MR. BOYDSTON: Okay.
20 BY MR. BOYDSTON:
21 Q With regard to Exhibit 8, do you
22 recognize this exhibit as containing

1 information from the raw Nielsen data?
2 A I recognize that it contains data
3 that wouldn't have been there as well, given
4 some of my perhaps speculation on the last
5 one, I think I need to avoid this one. We
6 didn't do data that was connected with the
7 application of the program names.
8 Q Okay, are you referring to field
9 three there?
10 A Yes, which seems to be a key
11 component of the data set.
12 Q Is there anything else in this
13 that you would add to that field three in your
14 answer?
15 A I am not sure what the rest of the
16 fields are either, but I do know that, in
17 fact, the program name data we did not get
18 involved with.
19 Q Okay, the field at the far right,
20 do you have a recognition of what that is,
21 based upon what the raw Nielsen data is?
22 A I'm not sure offhand. I could

1 speculate.
2 Q What's your speculation?
3 A Actually, I'm not completely sure.
4 CHIEF JUDGE BARNETT: We're not
5 going to ask witnesses to speculate.
6 MR. BOYDSTON: He said I could
7 speculate. That's why I followed up.
8 CHIEF JUDGE BARNETT: Could, but
9 he's not allowed to.
10 MR. BOYDSTON: Fair enough.
11 BY MR. BOYDSTON:
12 Q Let me ask you to look back at
13 Exhibit 7 and do you see stations on the left
14 hand side of that document that based upon
15 your experience you would believe were
16 probably independent stations as opposed to
17 network stations?
18 A Yes.
19 Q And do you see that those
20 independent stations and I realize that this
21 is something that did not come from Nielsen,
22 but they show an incidence of zero viewing on

1 the far right hand corner, at least as
2 represented in this document?
3 A Yes.
4 Q Do you have any reason to believe
5 that there would be a difference between zero
6 viewing of an independent station and a
7 network station?
8 A There could be differences,
9 depending on how this was calculated.
10 Q Just based upon what you see here,
11 do you see that or do you believe that
12 network-affiliated stations have a higher
13 incidence of zero viewing than network
14 stations?
15 A I'm not familiar with all the
16 stations. I couldn't divvy them up in my
17 mind.
18 Q Okay, let me ask the question just
19 a little different way. In general, is it
20 your belief that network-affiliated stations
21 would have a different, fundamentally
22 different zero viewing incidents than network

1 stations?
2 A The main reason why there would be
3 a difference depending on how the calculations
4 were done or whether or not the quarter hours
5 with compensable programming were handled
6 before the analysis was done or not, so that
7 the network feeds would have been potentially
8 stricken which would end up with a zero
9 viewing cell.
10 We didn't do the program names
11 associated with that so those instances
12 should, in fact, come up with zeroes. I don't
13 know whether they were within this analysis.
14 The second thing is is that, and
15 it's a very broad type of statement and so it
16 is going to vary piece by piece within this is
17 that network programs will often have higher
18 ratings which, in fact, may or may not lead to
19 differences in the zero viewing cells, but
20 it's difficult to say. I don't think there's
21 -- you could necessarily make too general a
22 statement on that.

1 Q I don't know if it's in front of
2 you there or not, but I think I can ask a
3 question and you can answer it without it in
4 front of you. If not, let me know. What I'm
5 referring to is your statement that you talked
6 about yesterday and you provided several
7 changes in your statement, as of yesterday, do
8 you recall that?
9 A I do.
10 Q And particularly on page six of
11 your testimony, you changed the references a
12 couple of times from the MPAA analysis, or
13 excuse me, the Nielsen custom analysis to Dr.
14 Gray's custom analysis. Do you recall that?
15 A Yes, I do.
16 Q When you refer to Dr. Gray's
17 custom analysis, what exactly is it you're
18 referring to?
19 A I'm referring to an analysis
20 that's downstream from the work that Nielsen
21 did. We produced quarter hours, estimates of
22 quarter hours of viewing for distant cable

1 households among individual stations on a
2 quarter hour basis. And down the line from
3 that point in time, program names were affixed
4 to it and the analysis was completed.
5 And so it was a case of saying in
6 this case the analysis piece would have been
7 further down the line from the work that we
8 were producing.
9 Q So if you could be more specific,
10 what was the work that Dr. Gray did that you
11 are encompassing in your phrase, "Dr. Gray's
12 analysis"?
13 MR. OLANIRAN: Objection, Your
14 Honor. I think Mr. Lindstrom is not qualified
15 to testify what Dr. Gray did. If he wants to
16 know what Dr. Gray did he can ask him.
17 MR. BOYDSTON: He's changed his
18 analysis to say that what he's talking about
19 is Dr. Gray's analysis which certainly implies
20 that he knows something about Dr. Gray's
21 analysis, otherwise why would he say it?
22 CHIEF JUDGE BARNETT: I'll allow

1 the question. He used the terminology in his
2 testimony.
3 THE WITNESS: The piece that the
4 adjustment had been made for was the notation
5 regarding two aspects of zero viewing, one of
6 which was taking out, in fact, the broadcast
7 network; viewing quarter hours that would not
8 have been compensable. We are producing
9 viewing data for all stations for all quarter
10 hours without tying to program name, so that
11 step within the process to take out
12 noncompensable quarter hours would have been
13 done further on and would have been part of --
14 included within Dr. Gray's analysis. And the
15 same with GN, where comparisons were necessary
16 in order to determine which quarter hours
17 should be included or not having to do with
18 the comparison of the national satellite feed
19 versus the local feed and where there are
20 differences.
21 BY MR. BOYDSTON:
22 Q So are you saying that after

1 Nielsen provided the raw data to Dr. Gray
2 which included things like noncompensable
3 programming, network programming, if you will,
4 that after that, Dr. Gray removed that
5 noncompensable programming from the data set
6 you received from Nielsen and then did
7 something with it?
8 A We provided our data to the MPAA
9 which was then gone on to Dr. Gray, but it is,
10 in fact, my understanding that that was done
11 in between Nielsen's work on the estimates of
12 the audience and Dr. Gray's final analysis.
13 Q And how do you know that?
14 A It is my understanding that that
15 is part of Dr. Gray's analysis.
16 Q What's the basis for that
17 understanding?
18 A I cannot speak with full expertise
19 on the details of Dr. Gray's analysis, so --
20 Q Well, do you know if it was Dr.
21 Gray who did that or some other person?
22 A I only know that it was done

1 further downstream from the work that we were
2 doing.
3 Q And how do you know that?
4 A Because we didn't do it.
5 Q Well, how do you know it was done
6 in the first place then?
7 A It is my understanding that it's
8 done. I couldn't sit and tell you the details
9 of how I know that.
10 Q Well, you say that you know it,
11 something must have made you know it?
12 A I would say that -- I may have
13 overstepped my statement in too strong a way.
14 And in fact, I would requalify that as saying
15 I, in fact, have -- I have no positive
16 confirmation to say one way or another that it
17 was done. I only can speak to the data set
18 that we provided which is again, the estimates
19 of the audience on a distant cable basis on a
20 station by station.
21 Q I'm sorry, I beg your pardon. The
22 data set you produced did include

1 noncompensable programming, correct?
2 A It would because we wouldn't have
3 gone through to identify the program level
4 data. It has to be done once the program
5 schedules are affixed.
6 Q And noncompensable programming
7 includes, for instance, network programming,
8 correct?
9 A I'm probably best not commenting
10 on that because I didn't get involved with
11 that aspect of it.
12 Q Well, are you aware as to whether
13 or not network programming is compensable in
14 these matters?
15 A I am aware, but not to the extent
16 of being able to answer on details on it. To
17 a certain extent, you could almost go into a
18 speculation mode. It doesn't affect what we
19 produced and as I said, I may have made a
20 stronger statement before than perhaps I
21 should have.
22 Q Now you said yesterday in your

1 testimony that zero viewing is a misnomer in
2 the sense that when Nielsen data shows zero
3 viewing Nielsen isn't really saying no one is
4 watching, correct?
5 A Other than for analysis purposes
6 where we're putting numeric fields in, Nielsen
7 doesn't show zero viewing.
8 Q But I think your point was and
9 forgive me if I'm wrong, but your words
10 yesterday I believe were just because you have
11 something that shows no viewing under the
12 Nielsen data, doesn't mean that no one is
13 actually watching at that time, correct? It
14 just means that the Nielsen method did not
15 pick that up?
16 A That the levels would likely have
17 been too small to have found reported viewing.
18 Yes.
19 Q And again, this may be asking you
20 to be overstepping your bounds and if not, I'm
21 sure you'll avoid that. Isn't it the case
22 that MPAA study accords no value to programs

1 that have a zero viewing incidence?
2 A That's not true.
3 Q And why is that not true?
4 A Once again, it's important to keep
5 in mind sampling in the way that it works so
6 that during any individual quarter hour you
7 may or may not find viewing in the same way
8 that for any given respondent it might be a
9 yes or a no in terms of have they viewed. You
10 would expect that to occur. But it's only
11 once you only add up all of the aggravated
12 viewing that, in fact, your estimate is
13 accurate.
14 And so it's a situation that it
15 really is necessary to add up the viewing
16 across time.
17 Q Yes, but to the extent that the
18 MPAA study accords no royalty rights or no
19 right to actually get paid royalties out of
20 this proceeding to a program that shows up
21 with a zero viewing on the Nielsen data, is it
22 not true that zero viewing in the Nielsen data

1 translates to no value in these proceedings?
2 MR. OLANIRAN: Objection, Your
3 Honor. Mr. Lindstrom is not testifying what
4 MPAA's distribution methodology or what MPAA's
5 methodology is in this proceeding. He's
6 testifying to what Nielsen produced to MPAA.
7 CHIEF JUDGE BARNETT: Sustained.
8 And let's keep our objections to the statement
9 of the legal basis for the objection, please,
10 not a narrative. Objection sustained.
11 BY MR. BOYDSTON:
12 Q Do you have an understanding of
13 how the MPAA study accords shares of these
14 royalty pools to individual program suppliers?
15 A To the extent that my knowledge
16 goes and it is again and a step further
17 downstream than what we do, but it examines
18 programs and examines programs across time and
19 across stations in a very aggravated way.
20 And under that scenario, instances
21 with multiple stations and multiple time
22 periods coming up with zero viewing are going

1 to be certainly the exception to that rule.
2 It's why again you have to keep aggregating
3 and a zero for a given quarter hour, as we
4 keep going back to it, zero viewing for a
5 given quarter hour doesn't mean anything. It
6 is only in that aggregation. And to the best
7 of my knowledge of what the MPAA does, I think
8 it's a fair representation of the relative
9 amount of viewing going to those programmings
10 across times and station.
11 Q Do you think it's a fair and
12 relative representation if the MPAA
13 methodology accords no compensation whatsoever
14 for a program that, in fact, does have
15 viewership?
16 MR. OLANIRAN: Objection,
17 relevance, Your Honor.
18 CHIEF JUDGE BARNETT: Sustained.
19 THE WITNESS: Can you rephrase
20 that?
21 CHIEF JUDGE BARNETT: You don't
22 have to answer.

1 THE WITNESS: I'm sorry, I thought
2 you were saying go ahead with it.
3 CHIEF JUDGE BARNETT: I used to
4 confuse those two all the time myself.
5 (Laughter.)
6 BY MR. BOYDSTON:
7 Q Would you as an expert normally
8 provide relative error rates as part of your
9 report?
10 A It's actually a difficult question
11 to answer. It's something that will often be
12 provided if it's asked for in terms of
13 syndicated data. It's frequently done. In
14 situations like this one, relative errors are
15 exceedingly complicated because effectively
16 every single program depending on how it's
17 aggregated will have different relative
18 errors. I don't know whether it pays to go
19 into the reasons for that or whether you can
20 accept that as what the situation is, but as
21 a result, trying to calculate out relative
22 errors on a study like this that will

1 subsequently be aggregated at a later point is
2 exceedingly difficult and cumbersome. If we
3 had a set of numbers that we did, we could
4 produce it, something along these lines, very
5 hard. And they will differ all over the place
6 and need separate calculations for each.
7 JUDGE STRICKLER: Excuse me,
8 counsel. Can you define that term formally,
9 relative errors?
10 THE WITNESS: Relative error would
11 be the relationship of the standard error to
12 the number that's being measured. So if we
13 produced a 10 rating, for example, and it had
14 a standard error of 2.5 points, it would be a
15 25 percent relative error. And so it's a
16 gauge of how tight the fit will be. It's kind
17 of a direct reflection of standard error.
18 The reason why it differs is that
19 one of the key components in calculating
20 either standard error or relative error over
21 time is how much is coming from unique
22 individuals. So it's not just the sample

1 size. It's whether there's a correlation of
2 viewing between events. And so the net result
3 is each program will have different
4 correlations or each aggregation will have
5 different correlations and different sample
6 sizes, causing it to again be very difficult.
7 BY MR. BOYDSTON:
8 Q You've testified a number of times
9 in these proceedings. I understand going back
10 a significant amount of time.
11 MR. HARRINGTON: Asked and
12 answered, Your Honor.
13 MR. BOYDSTON: There's a little
14 more to it.
15 BY MR. BOYDSTON:
16 Q Have you ever testified on behalf
17 of Settling Devotional Claimants?
18 A I actually don't recall. I've
19 done so many of these. I don't remember as
20 people have gone in and out of these
21 situations. I'm also a little bit unclear on
22 exactly what the question is asking.

1 Q Sorry about that. What I was
2 asking is have you ever testified in these
3 proceedings or proceedings before the CARP or
4 before its predecessor the CRT on behalf of
5 Settling Devotional Claimants prior to now?
6 A Again, I can't remember off the
7 top of my head whether I have specifically
8 done it. I have certainly been cross examined
9 by the devotionals. I know that.
10 (Laughter.)
11 Q Have you testified on behalf of
12 anyone other than the MPAA in these
13 proceedings?
14 A Again, I don't recall. I have
15 done work for other claimants. I do not
16 recall whether I was specifically called for
17 those studies independent of the work that
18 I've done with the MPAA. But we are
19 fundamentally Nielsen is a fence-sitter,
20 although I'm testifying for the MPAA. I'm
21 here to testify about what we did and we can
22 and have done work for other claimant parties.

1 Q Nothing further.
2 CHIEF JUDGE BARNETT: Mr.
3 Harrington?
4 MR. HARRINGTON: Yes, Your Honor,
5 just one or two questions.
6 CROSS EXAMINATION
7 BY MR. HARRINGTON:
8 Q Mr. Lindstrom, in your experience
9 reviewing viewing data, have you found that
10 viewing is constant across a 24-hour day or
11 does it change from quarter hour to quarter
12 hour? Let's assume national aggregate
13 numbers.
14 A Change in which way, if you could
15 just --
16 Q So do the same number of people
17 watch television generally, all programs at
18 say six in the morning or six in the
19 afternoon?
20 A No, it changes throughout the
21 course of the day.
22 Q It does. And are -- how would you

1 -- would you say that viewing during the hours
2 of say 2 a.m. or 6 a.m. are relatively low as
3 compared to other hours during the day?
4 A They tend to be relatively low,
5 yes.
6 Q And based upon your experience in
7 doing this for many years, am I correct that
8 starting at the hour of 2 a.m. viewing is
9 quite low and then at some point say at about
10 5 o'clock it builds up again and that the
11 lowest viewing level would be what, 2:30, 3:00
12 o'clock in the morning?
13 A It tends to be in that type of
14 neighborhood, but I couldn't give you the
15 specifics.
16 Q Okay, so if someone took the
17 viewing levels nationally at 1:30 a.m. and
18 drew a linear interpolation and reduced it
19 each quarter hour until, or half hour, until
20 6:30 a.m., so that the lowest viewing levels
21 are at 6 a.m., would that be a fair way to do
22 that?

1 A I would tend not to do linear
2 relationships in terms of television viewing
3 overall.
4 Q Thank you very much. That's all I
5 have.
6 CHIEF JUDGE BARNETT: Mr.
7 Olaniran?
8 REDIRECT EXAMINATION
9 BY MR. OLANIRAN:
10 Q Good morning, Mr. Lindstrom. Greg
11 Olaniran for MPAA. I just have a couple of
12 very quick questions.
13 Just so we're clear, this zero
14 viewing idea we're talking about, when you're
15 looking at a particular station on a
16 particular date at a particular quarter hour
17 and the specific households that are viewing
18 that station, is that your understanding of
19 what the zero viewing instances are?
20 A They're instances of particular
21 stations, particular households, particular
22 days and particular quarter hours, yes.

1 Q And you spoke --
2 A And if I could add on, and
3 particular weeks.
4 Q Okay.
5 A So that it's not an instance of
6 Monday at 8 across all weeks. It's Monday at
7 8 on February 2nd.
8 Q Thank you. You spoke in terms of
9 fragmentation as probably accounting for the
10 difference between say the incidence of zero
11 viewing in some prior years versus say when
12 you compare those prior years to say the
13 period from 2002 to 2003. What do you mean by
14 fragmentation in the marketplace? Are you
15 talking in terms of programming?
16 A It was mainly meant to be a
17 reflection of saying that television usage for
18 individual stations has declined over time and
19 has declined considerably for individual
20 viewing sources. And part of the reason for
21 that HUT levels are tending to be about the
22 same meaning the number of people using

1 television is about the same, but the
2 individual stations have gone down. And the
3 most likely scenario for that is simply there
4 are more stations. Cable systems have more
5 channels. There are more channels that are
6 available. And so the viewing is getting
7 divided up to a greater extent. And so a
8 situation with more zero cells as one piece of
9 what could cause that would be simply saying
10 viewing is declining for individual stations
11 overall, so it's not surprising it would occur
12 here.
13 CHIEF JUDGE BARNETT: May I
14 inquire?
15 MR. OLANIRAN: Oh, sure.
16 CHIEF JUDGE BARNETT: Mr.
17 Lindstrom, is there any way that Nielsen
18 measures Netflix streaming or Hulu or any of
19 those other sources of TV light time?
20 THE WITNESS: We're doing that
21 now. That's all part of the way that the
22 measurement system has changed. It's actually

1 some of the streaming sources of video have
2 been causing the biggest headaches in the
3 business right now, but we have gotten to a
4 point at this point where we're now beginning
5 to include PC usage. We're beginning to
6 include on-demand. It doesn't have to be
7 viewed simultaneously. And our measuring
8 services like Netflix and Hulu to be able to
9 track. It's a very big component for the
10 industry, but also very hard as you can
11 imagine.
12 CHIEF JUDGE BARNETT: But for the
13 period relevant to this case, there was no
14 consideration of DVD usage? I guess that was
15 the in technology at that point or videotapes
16 or any other -- when the TV was on and the
17 source of the signal was something other than
18 cable or broadcast?
19 THE WITNESS: It would not be
20 included. So it's not part of the overall
21 television usage. If there were degrees of
22 more DVD viewing, it would end up showing

1 declines in traditional television usage.
2 But those are not -- they're
3 reflected in the numbers that we're producing,
4 but they're not included them if that makes
5 sense.
6 CHIEF JUDGE BARNETT: Okay.
7 THE WITNESS: They would impact,
8 you'd see those impacts, but not specifically
9 included.
10 CHIEF JUDGE BARNETT: Thank you.
11 BY MR. OLANIRAN:
12 Q Your general point seems to be
13 that in addition to more stations, let's say,
14 these additional media services are
15 necessarily competing with broadcast stations
16 and that could account for some of the lower
17 numbers for the broadcast stations. Is that
18 a fair statement?
19 A It's a fair statement that there's
20 been a considerable degree of competition that
21 has come on, you know, through the years and
22 to the extent that it was occurring during the

1 period of this study, I couldn't say, but it
2 has, in fact, been an ongoing change within
3 the marketplace since probably the '80s.
4 Q Thank you. No further questions,
5 Your Honor.
6 JUDGE FEDER: Going back to Judge
7 Barnett's question, similarly, is there
8 anything in these data that reflect DVR usage,
9 delayed viewing of broadcast programming using
10 a DVR?
11 THE WITNESS: DVRs at that point
12 in time were very small and wouldn't have been
13 a significant player. We would have included
14 videotaping, if there was playback, but it
15 would only be included if it had occurred
16 during the week in question. Remember,
17 somebody is only keeping this diary for a
18 week's time. So effectively, there would be
19 some degree of taping that would occur that
20 would not have been in here. I don't want to
21 say that it was reflecting all of that. I
22 think it's probably a more accurate way to

1 think about it as being live viewing.
2 JUDGE FEDER: Thank you.
3 CHIEF JUDGE BARNETT: Do the
4 questions from the bench raise questions for
5 counsel?
6 MR. BOYDSTON: Yes, but I also
7 have a question to follow up on the redirect.
8 CHIEF JUDGE BARNETT: All right.
9 RECROSS EXAMINATION
10 BY MR. BOYDSTON:
11 Q Mr. Lindstrom, I wanted to ask you
12 about fragmentation which Mr. Olaniran asked
13 you about. To lay a foundation for that
14 though I need to ask a question. I've known
15 Nielsen to be around for as long as I know,
16 but why don't you give me a better answer or
17 better information than that. How long has
18 Nielsen been doing this -- been in this
19 business of TV ratings?
20 A It goes back into the '50s and
21 they've been in the market research business
22 before that.

1 Q Okay, and when in the 1950s,
2 that's a whole decade, but to the extent we
3 can collectivize it, from what I know there
4 were three national networks, correct, and
5 then there were independent stations around
6 the country. Is that a fair explanation of
7 the TV landscape at that time?
8 A I couldn't tell you the exact
9 number of networks. They've kind of come and
10 gone and gone in and out of business, but it
11 certainly has been a reasonable definition of
12 what the marketplace looked like many years
13 ago.
14 Q Okay, and my questions on this are
15 certainly questions for an expert because this
16 is something that I don't think anyone else
17 here perhaps knows and that's why I'm asking
18 you. In terms of fragmentation, fragmentation
19 was there much fragmentation from say the dawn
20 of the TV era in the '50s to the 1960s or was
21 that fairly constant, if you know?
22 A Actually, could you restate that?

1 I'm sorry.
2 Q Sure. Were the number of TV
3 stations in the United States, did they
4 increase appreciably between the 1950s and the
5 1960s? I'll make it more specific, say
6 between 1965 and 1969? Was there a
7 significant increase in stations?
8 A I couldn't tell you.
9 Q At some point was there a
10 significant increase in stations over the
11 station landscape from the 1950s?
12 A Again, I am not an expert on
13 historical television. I've got a pretty good
14 idea on what was going on from '78 when I
15 joined Nielsen on, but prior to that I
16 couldn't answer definitively.
17 Q Was there an increase in TV
18 stations from say 1978 to 1990 that was
19 noticeable or significant?
20 A There would have been an increase
21 both in terms of stations and cable sources of
22 programming.

1 Q Do you have an estimate as to what
2 sort of percentage growth there was during
3 that time period?
4 A I couldn't tell you.
5 Q How about the difference in the
6 number of stations and cable systems or cable
7 channels rather from when you started in 1978
8 and say 2000, was there an appreciable change
9 or increase?
10 A There would be an appreciable
11 change, but I couldn't dimension the size of
12 it. Cable systems went from 20 channels being
13 a big one to 100 channels being a small one.
14 The distribution technologies and the
15 programming to fill it has grown extremely
16 rapidly.
17 Q And what I'm trying to get a
18 handle on is when that growth occurred. Your
19 testimony in response to Mr. Olaniran's
20 question was there's been a huge increase in
21 the number of stations and that's decreased
22 viewership on them all, correct? That was

1 your testimony to Mr. Olaniran's question,
2 correct?
3 A My answer to why you might find an
4 increase in zero viewing was that there has
5 been increases in fragmentation, but to the
6 degree to be able to give specific growth
7 numbers, I couldn't do offhand to say it
8 occurred in 1988 or whatever the period of
9 time was. It's just there has been a general
10 flow from 1978 when I began working at
11 Nielsen. There was three networks. The three
12 network share was 90 and a program was
13 canceled if it didn't have a 30 share. And
14 nowadays if somebody got a 30 share, that
15 would be a super event. And it has been a
16 continuum based upon, as I said, ease of
17 distribution, digital, as the technology
18 simple growth in cable. Cable penetration has
19 gone from 25 percent during that period of
20 time up to 90, all of which leads to increases
21 in channels. So it's not a clear cut case of
22 going the number of broadcast stations has

1 increased. It's going at that point in time 25
2 percent of people had increases in channels
3 because of cable and now it's become virtually
4 ubiquitous.
5 So there's a lot of factors at
6 play, but there's no question the average
7 number of channels that people can receive has
8 gone up and gone up considerably.
9 Q And to that point you used a
10 particular metric. You said when you started
11 out if a network program didn't get a 30
12 share, it might be canceled. How would you
13 characterize that situation today? What's the
14 -- I know it's a generalization, but how do
15 you generalize that figure today? What does
16 a network program have to get to avoid
17 cancellation as a general matter?
18 A Again, it varies all over the
19 place, but for a variety of reasons. It is
20 substantially lower than that. It's in the
21 teens at this point in time, can still be
22 considered a healthy number.

1 Q My follow up to Judge Feder's
2 question was how -- he asked about DVR viewing
3 and I was curious with regard to the Nielsen
4 meter, how does a Nielsen meter, does a
5 Nielsen meter detect and take note of and
6 record a DVR event?
7 A It does now. It didn't during the
8 time in question in the early 20002.
9 Q Thank you. Nothing further.
10 CHIEF JUDGE BARNETT: Mr.
11 Harrington?
12 MR. HARRINGTON: Just one
13 question?
14 CHIEF JUDGE BARNETT: You may.
15 RECROSS EXAMINATION
16 BY MR. HARRINGTON:
17 Q Mr. Lindstrom, we've used a couple
18 of different terms here. We talked about
19 ratings and about shares and you talked about
20 a 1 rating was good and now an 18 share is
21 good. Could you explain for the record the
22 difference between a rating point and share?

1 A Sure. A rating is a percentage of
2 a universe that was watching something, so
3 let's say that there's 100 million households
4 in the United States as a very rough number.
5 If 10 million were watching a particular
6 programming during the average minute, it
7 would be 10 million divided by 100 million or
8 10 percent. That's a 10 rating. It's the
9 percentage of the universe that would be
10 viewing it.
11 A share is really looked at -- and
12 that's an absolute level. A share is a
13 relative one in order to see how you're doing
14 competitively. So taking that same example,
15 if the percentage of people which is the HUT
16 level, Households Using Television, I
17 shouldn't say percentage of people, but
18 percentage of households, was 50, 50 percent
19 of them were viewing during the period in
20 question, and you had 10 percent that were
21 tuned to your channel, it's 10 divided by 50
22 or 20 share. So in that scenario, you would

1 have a 10 rating and a 20 share.
2 Q Thank you.
3 CHIEF JUDGE BARNETT: Thank you,
4 Mr. Lindstrom. You may be excused.
5 THE WITNESS: Thank you.
6 (The witness was excused.)
7 CHIEF JUDGE BARNETT: Mr.
8 Olaniran.
9 MR. OLANIRAN: We will call Dr.
10 Jeffrey Gray.
11 WHEREUPON,
12 DR. JEFFREY GRAY
13 WAS CALLED FOR EXAMINATION BY COUNSEL FOR THE
14 MOTION PICTURE ASSOCIATION OF AMERICA AND,
15 HAVING FIRST BEEN DULY SWORN, WAS EXAMINED AND
16 TESTIFIED AS FOLLOWS:
17 MR. OLANIRAN: May I proceed, Your
18 Honor?
19 CHIEF JUDGE BARNETT: Yes, you
20 may.
21 MR. OLANIRAN: Thank you.
22 DIRECT EXAMINATION

1 BY MR. OLANIRAN:
2 Q Good morning, Dr. Gray. My name
3 is Greg Olaniran and I'm counsel for MPAA.
4 Would you please state your name for the
5 record and spell it?
6 A Yes, it's Jeffrey Gray, J-E-F-F-R-
7 E-Y G-R-A-Y.
8 Q And what is your educational
9 background?
10 A I have a Ph.D. in Economics from
11 the University of Pennsylvania and also an
12 undergraduate degree in Economics from the
13 University of California at Santa Cruz.
14 Q Where do you work?
15 A I work at Deloitte Financial
16 Advisory Services, LLP.
17 Q And what position do you currently
18 hold at Deloitte?
19 A I'm a principal and also the
20 national leader of their Economic and
21 Statistical Consulting Group.
22 Q And what are your responsibilities

1 in that position?
2 A Well, I have various
3 administrative responsibilities including
4 hiring into the group, setting compensation,
5 overseeing staffing levels, representing the
6 group in leadership functions and meetings.
7 But my primary responsibility really is client
8 service which is providing economic and
9 statistical consulting services to companies,
10 government agencies and sometimes indirectly
11 via law firms.
12 Q And where were you prior to
13 Deloitte?
14 A Well, prior -- I should say I
15 started at Deloitte in 2002, but then from
16 2006 in the summer through 2009, I left
17 Deloitte and was with Huron Consulting Group.
18 Q Prior to your first stint at
19 Deloitte, would you please provide with a
20 sense of your work experience at all of the
21 other places, where you worked over the last
22 several years?

1 A Sure. I worked for both large and
2 small economic consulting shops. I also spent
3 a year at the White House, the President's
4 Council of Economic Advisors.
5 Q And describe briefly the subject
6 matter of your specialty.
7 A Sure. In general, I focus on
8 understanding and studying markets, how prices
9 and quantities are determined in those markets
10 and how market imperfections or distortions
11 affect those equilibrium prices and
12 quantities. I would say my specialty is
13 analyzing data associated with those markets,
14 often large amounts of data, to draw
15 conclusions regarding those alleged or actual
16 imperfections and distortions.
17 Q And what are the specific fields
18 in terms of -- how would you define those
19 different fields?
20 A I would say economics, statistics,
21 and econometrics.
22 Q What is the distinction among --

1 how do you distinguish between -- among those
2 three fields?
3 A Good question. I would say
4 economics is the study of the sort of
5 production, allocation, and consumption of
6 goods and services, very broadly speaking.
7 Statistics, also broadly speaking,
8 is the study of the collection, analysis, and
9 the interpretation of data.
10 Econometrics is the intersection
11 of those two disciplines. It's the
12 application of statistical methods to economic
13 data to provide content to economic
14 relationships being studied.
15 Q And how long have you worked in
16 these fields?
17 A Approximately 25 years.
18 Q Have you taught also in these
19 fields?
20 A Yes.
21 Q And where did you teach?
22 A I taught at the University of

1 Illinois at Urbana-Champaign. I was a tenured
2 track assistant professor there. I also
3 taught while I was a grad student at the
4 University of Pennsylvania. I taught at the
5 University of Pennsylvania as well as co-
6 taught a course in the Business School there
7 called Wharton.
8 Q Are you published?
9 A Yes.
10 Q In what areas?
11 A I've been published in peer-
12 reviewed journals in the sort of general area
13 applied microeconomics with a special focus on
14 labor economics.
15 Q And have you served as a referee
16 for peer-reviewed journals?
17 A Yes. Throughout my career, I've
18 been asked to serve as a referee to judge the
19 appropriate use of economics and statistics
20 when people submit publications.
21 Q Do you have any experience in
22 media and entertainment industry?

1 A Some consulting experience. I've
2 done work on behalf of large metropolitan
3 newspapers. I was also engaged by outside
4 counsel for a performance rights organization,
5 also known as a PRO to assess the economic
6 value of a blanket license, giving certain
7 companies the right to perform music from the
8 PRO's library on their internet sites.
9 Q Have you done any work related to
10 cable television industry?
11 A Yes. I've also been engaged by
12 outside counsels for CSOs who have been
13 involved in I guess either negotiations and/or
14 contract disputes with basic cable channels
15 concerning the programming on those channels,
16 how that programming has changed over time,
17 and the associated viewership of those
18 programs and channels.
19 Q And have you previously testified
20 either before this body, the CARP, the CRT, or
21 any other Court or regulatory body?
22 A I have not testified before this

1 body, but I've testified before both
2 international and Federal Courts in the United
3 States, both written and orally.
4 MR. OLANIRAN: Your Honor, at this
5 point, I'd like to offer Dr. Gray as an expert
6 in the field of economics, statistics, and
7 econometrics?
8 MR. BOYDSTON: No objection.
9 MR. HARRINGTON: No objection.
10 CHIEF JUDGE BARNETT: Dr. Gray is
11 so qualified.
12 BY MR. OLANIRAN:
13 Q Dr. Gray, what were you asked to
14 do in this proceeding?
15 A Yes, I was asked to propose an
16 allocation methodology of the cable royalty
17 funds attributable to the program suppliers
18 category between 2000 and 2003, between IPG
19 represented claimants and MPAA represented
20 claimants.
21 I was also asked to review the
22 methodology proposed by IPG and its associated

TAB F

Testimony of Alex Paen

I. Background and Experience

My name is Alex Paen. From 1975 to the present, I have been a television journalist and producer specializing in international news for several Los Angeles stations. Since 1985, I have also become a producer and distributor of many nationally syndicated programs. In connection with my syndication business, I have visited and communicated with hundreds of stations across the United States.

I graduated from UCLA with a baccalaureate degree in Communication Studies in 1975. As a young radio reporter for KMPC-AM in Los Angeles, I was assigned to cover the Iranian hostage crisis in Tehran in 1979. Following that assignment, I reported on a number of international events over the next three decades, including the civil war in El Salvador, the political upheavals in South Africa, the assassination attempt on Pope John Paul II, the Iran-Iraq war, the Persian Gulf war, the Rio Environmental Summit, the famine in Somalia, the economic crisis in Cuba and the tragedy in the Balkans. I have been the recipient of numerous awards, including an Emmy for my series on Papua New Guinea, two Golden Mikes for investigative reporting from the Southern California Radio and Television News Association, an Associated Press award for my Gulf War reporting and several Emmy nominations for a documentary special, where I traveled to several continents, entitled, *AIDS: The Global Explosion* and for *Animal Rescue*, one of my syndicated shows. I am also the author of *Love from America*, a true life account of my experiences covering the Iranian hostage crisis. In 1985, I purchased *The Telco Report*, an

international television program magazine, which I still own and continue to serve as Publisher.

In 1994, I created *Emergency with Alex Paen*, a weekly syndicated series showcasing emergency workers around the world. As a producer and distributor, my responsibilities included contract and sales administration as well as serving as marketing director for my company, Telco Productions. I subsequently created, produced, and distributed other shows, *Missing*, *Dog Tales*, *We the Jury*, *State Police*, *Dragonfly TV* and *SWAP TV*, all the while overseeing an expanding programming distribution sales staff.

I appreciate the opportunity afforded to me by the Copyright Royalty Judges ("Judges") to offer my testimony in this case.

II. Introduction to Syndication

The term "syndication" refers to the process by which programming is sold on a market-by-market basis to television stations in various cities throughout the United States. The programs that fall within the Program Suppliers category are generally referred to as "syndicated programs." There are two general categories of stations: ones that are owned-and-operated ("O&Os") by the major television networks (*i.e.*, ABC, NBC, CBS) and those owned by independent owners or ownership groups or companies, of which the vast majority of these are affiliates of the major networks ("network affiliates"). To fill an entire day's schedule, O&Os and network affiliates acquire syndicated programs only for that part of the day during which the network does not

provide network programming. Independent stations acquire syndicated and other programs to fill entire days.

Since the infancy of television, most stations have been network affiliates and have carried programming created for and by the networks. Many television programs are created, however, for sale or for barter (discussed below) directly to local stations during a single calendar period. The programs that I have produced are primarily for barter, but are also available for direct sale.

A common syndicated program is called a series. There are generally two types of syndicated series -- **off-network** and **first-run**. Off-network series are those programs that go into syndication after first being exposed to the public on a network. Examples of off-network series include *Law & Order, Everybody Loves Raymond* and *King of Queens*, which were originally created for network broadcast and seen subsequently in syndication. First-run programs are created to be sold or cleared through barter arrangements directly to stations for immediate exhibition in first-run syndication. Examples of first-run programming include *Entertainment Tonight*, *The Oprah Winfrey Show*, *Wheel of Fortune* as well as my shows, such as *Animal Rescue* and *Missing.*

There are generally two types of movies seen on broadcast television -- movies from theatrical releases ("motion pictures") and made-for-TV movies. The pattern of licensing motion pictures in syndication is quite different from that of off-network series and first-run programming. Immediately following a motion picture's theatrical exposure, it is licensed to airlines and in home video. The home video "window"

continues indefinitely. Meanwhile, the motion picture is licensed to pay television (HBO, Showtime, *etc.*) for a limited window, then to a network (ABC, CBS, *etc.*), followed either to a basic cable network or, in syndication, to an *ad hoc* network of individual stations. When a movie is licensed to pay cable, to network, to basic cable, and to syndication, it is usually licensed together with other motion pictures in "packages" which may also include movies-of-the-week that were made for network television. In syndication, the motion picture license may have an initial period (usually a month) in which the stations telecast the film on a "barter" basis, and a subsequent period (often several years) in which the station has a right to four to six telecasts on a "cash" basis. In general, made-for-TV movies are licensed much in the same way as series (discussed below), that is, on a market-by-market basis.

III. Program Development

A. Off-network Series

To understand the need for syndication after a program's network run, it is necessary to understand how a network selects a new series. That process begins when a party, typically a producer, pitches (*i.e.*, tries to sell) a program idea to a source of funding. The funding source, which may be a network, a major studio, or an independent production company, then invests in the development of the idea for presentation to a network in hopes that the network will order a pilot. An order for a pilot will depend on the network's perception of the program idea's value: essentially, the potential of the concept to attract an audience, subsumed within which is the track record of the producer,

the popularity of a given star, *etc*. A production company produces the pilot, which results, hopefully, in a network order of from anywhere of six to twenty-four episodes for placement on the network schedule. If the series performs well enough in its first season to be renewed, and continues to perform well during its second season, the funding entity, or Program Supplier, evaluates the program's chances in syndication, and develops a marketing plan. In general, to be considered worthy of syndication, the program must attract a desired level of viewership.

Until fairly recently, it was accepted wisdom that a series required at least 100 episodes, or roughly five seasons on the network, before it could be sold in syndication. This is because most syndicated programs are stripped, that is, broadcast at the same time every weekday (*e.g.*, a stripped *Everybody Loves Raymond* is broadcast at 7:00 p.m. Monday through Friday). To strip a program, there needs to be enough episodes so the individual segments do not repeat often during the broadcast season. However, more recently, it is not uncommon to see programs going to syndication with fewer than 100 episodes. Nevertheless, it is still the rule of thumb that a series must survive at least four seasons of network production to have a sufficient number of episodes to be attractive to a local station.

B. First-run Programming

First-run series programming is developed through a process similar to the development of network programming, except that the idea for a show, once accepted by a Program Supplier, is presented to individual stations or groups of stations (instead of a

conventional network). A first-run program needs to sell to enough stations to form an ***ad hoc* network** reaching a sufficient percentage of all U.S. television households to make the program's launch economically feasible. This is the main route my company, Telco Productions, follows to get shows on the air.

Absent a commitment by stations whose total audience equals at least 70% of all U.S. homes using television, a first-run program will likely not proceed to production. That commitment must be secured by April or May in order to permit the producers and stations adequate time to contract with advertisers for a fall launch.

C. Telco Productions Program Development

I develop shows that usually relate to my news experiences and background. *Emergency with Alex Paen* consists of long-form reporting on the brave efforts of emergency workers from around the world. That theme continued as I developed *Animal Rescue*, *State Police* and *Missing*. I like to tell stories of bravery which have had positive results and, at the same time, provide knowledge and information to my audience in an entertaining way. I personally fund the development of the concept, production of the pilot, and marketing expenses. It is my hope that the show(s) will be accepted by audiences so that after a few years they will prove profitable. I also count on the royalties collected by the MPAA as part of my revenue mix. These royalties are critical to my continued survival as a program producer.

IV. Costs of Production

A. Cost Risks in Programming

Producing for television is a high risk venture, given that new programs compete for a shrinking number of available broadcast time periods. Each season, it becomes more difficult to get and to keep a program on the air, especially for small producers like myself because of the heavy competition due to paid programming and increased weekend stripping of programs. Nevertheless, establishing and sustaining a syndication market offers the best (and possibly only) way to recover the deficits that inevitably result from program development.

On average, a typical individual episode ranges from $20,000 to $24,000 for Telco Productions to produce. This cost includes all camera work, bought footage, post-production (editing, graphics), closed-captioning, writing fees, production staff fees, satellite costs, and office overhead. These costs are not static, because programs cost more to produce each year. Creative talent and the unions that represent them rarely agree to accept less money for a new production. On the other side, networks and stations are not willing to pay for all these costs. This means that virtually all programming is produced at a deficit. The initial network run does not recoup development and production costs, nor does the initial season of a first-run series. Therefore, producers depend on long syndication runs to recover their investments in both off-network and first-run syndication.

A reduction in the number of episodes ordered by networks has also increased risks. It has become increasingly difficult to achieve the number of episodes necessary for off-network syndication because networks order fewer episodes each season. Series like *The Honeymooners* had 39 original episodes ordered in a season. In 2004-05, the standard full season order has been reduced to approximately 22 to 24 episodes and, today, 13 and even 6 episode orders have become common. For Telco Productions, the average production cost for a 22 to 24 episode season would typically be between $440,000 and $576,000.

With the decline in episodes per season, it takes more time to achieve the number of episodes desirable for syndication. Deficit reduction therefore cannot begin as fast, and this can, in turn, inhibit new production. Moreover, networks' propensity for changing schedules makes it more difficult to maintain an audience for new shows. New shows must also compete for a share in an increasingly fragmented viewing market (cable, satellite, DVDs, *etc.*), which also make it more difficult for a new series to gain a following.

Producing a new program means accumulating a deficit over as many as five or more years. Even with a moderately successful off-network first cycle, or an impressive premiere season in first-run, it can take years before these accumulated deficits can be eliminated.

B. Cost Risks for First-run Programming

First-run syndicated programs are produced for simultaneous exhibition by local stations (*i.e.*, on a market-by-market basis) during the same calendar period throughout the country. More and more stations have turned to first-run to fill their programming time slots, in part, because of the shorter contractual commitment. In addition, the types of first-run programming available to these stations are a more cost-efficient option than most station-produced programs. As a result, many stations are turning to first-run reality and talk programming.

First-run syndicated programming faces high financial risks, especially at launch. Not only has the number of time periods available to new programs been shrinking, but also first-run programs incur weekly production costs, as well as high initial marketing and promotion expenditures, especially for those directed toward the most competitive syndicated dayparts. First-run "strip" series require five original episodes every week for as many as thirty-nine weeks every season. This means that even with lower per episode costs, deficits will be large because at least 195 new episodes must be produced each year. A long successful run will be needed to recover those deficits. Success must be achieved swiftly, to avoid the program being cancelled and any deficits becoming permanent.

To improve the chances of a program's success, millions of dollars are generally spent to provide a "high profile" launch. Marketing and promotion costs can make

profitability very difficult in a program's first few years. If first-run programming is cancelled within a year or so, virtually all of these costs are lost.

V. Licensing and Distribution

A. Cash Basis Licensing

Originally, the total compensation received for syndicated programs came from license fees (cash) paid by stations that sold time in the programs to local advertisers. Suppliers of programming and stations negotiated license fees based on estimated advertising revenue. The stations were free to telecast the programming at any time throughout the license term, provided that they paid the license fees and did not exceed the number of telecasts licensed. The license fees were negotiated on the basis of separate calculations by each party as to what its perceptions of the revenue stations could reasonably expect to receive from local advertisers. Advertiser payments to the stations were determined by the number of homes in the local market that tuned in to the programs. Under a cash deal, the station bears the risk that its advertising revenues will not exceed the license fees.

B. Barter Basis Licensing

In 2004-05, few syndicated programs were licensed on a "straight cash" basis; many were licensed on a "barter" basis. For barter deals, the producer and the station divide the available advertising time between themselves. Each party is compensated by being able to sell its portion of the advertising time in the program. To be successful at barter, a producer must license a program to stations that broadcast to at least 70% of U.S.

households, the minimum coverage before national advertisers will buy advertising time on programs. A producer's advertising revenue in barter is almost always derived from the sale of time in the programs to national advertisers, while a station generally sells its portion of time to local advertisers.

Under barter, a station contracts to broadcast the episodes of a series, in the order, daypart, and on the dates set out in the license agreements. Preemption is usually permitted only for coverage of events of national or local importance, and the station is obligated to make-good on the preempted episode by broadcasting it in another time period. Barter allows stations to shift as much as half of the risk to the producer. If a program does poorly, both suffer, but at least the station has not put out any cash. Only programs that attract a large enough audience will have an opportunity to recoup their costs through the sale of advertising time.

C. Cash/Barter Basis Licensing

In cash/barter deals, the station pays a lower license fee than with a cash-only sale, but keeps more advertising slots than with a straight barter sale. Virtually all first-run series are sold on barter or cash/barter basis. Accordingly, more of the risk associated with new programs in first-run syndication has shifted to producers.

D. Program Revenues

Under all of the foregoing scenarios, program revenues are determined by the appeal of a program based on the number of viewers watching. Ultimately, a producer is

compensated for program creation and investment out of the sale of advertising time, which, in turn, depends on the public's election to watch a program.

"Demographic ratings" also affect compensation because advertisers value certain demographics more than others. In general, advertisers and, perhaps, most in the industry, deem adults 18-49 as the most valued demographic group. Programming that sustains its appeal to this group fetches the highest advertising rates. A first-run programming marketing plan must consider both which dayparts will likely be available for broadcast, as well as the demographic groups that view during those dayparts, and which advertisers will be likely to pay a premium rate to reach the targeted demographic when determining the expected value of its program.

VI. Basic Cable Networks

The emergence of basic cable networks as a viable alternative to over-the-air television has broadened the opportunities for viewers to find their favorite programs. Cable networks frequently seek to achieve unique personalities by appealing to a specific audience, which makes certain types of off-network series particularly attractive to them. In addition, cable networks, such as The Food Channel, The History Channel, and various financial networks, appeal to narrowly defined interests of specific segments of the viewing public. Some cable networks satisfy the desires of viewers to see, again, television series that attracted a loyal following in their network life, even though they had not received the number of episodes required for the five-night-per week syndication

strip. Unlike local television stations, cable services are not wedded to stripping episodes, and will air these shows on a weekly schedule.

Cable networks compete vigorously with television stations for off-network programming as well as for original programming. This has been especially true for off-network hour series, but is becoming increasingly the case for 30-minute series.

Off-network programming has helped basic cable networks, like USA, Lifetime, and Family Channel, to compete more effectively in the increasingly fragmented viewing landscape. Licensing off-network programming serves this purpose by providing material that is familiar to audiences. Cable networks are willing to spend more to purchase these tested programs because they attract and retain subscribers.

VII. Conclusion

Syndication continues to fuel the growth of popular competing video outlets that offer a broad array of entertainment and instructional sources. Independent stations proliferated throughout the United States, in large part, due to an increase in the public awareness and appetite for syndicated television programming. Cable networks, too, have followed this model to spur their growth. Even pay cable has moved to series (*e.g.*, *The Sopranos*) to augment their movie fare as a means of increasing their appeal.

The common measure of value for this programming is its appeal to the viewing audience. Syndicated programming is created to appeal to a very broad audience because that audience produces the best opportunity for recouping the investment and compensating for the risk of developing programs.

Syndication is a vital source of revenue to the creators and suppliers of television programs who, as copyright proprietors, are entitled to compensation for the use of material created by application of their labor, their talent, and their investment. Unless Program Suppliers receive fair compensation for the use of their programs, they will not have the incentive to produce programming that is at the core of the success of the video industry.

DECLARATION OF ALEX PAEN

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

Executed on June 1, 2009.

Alex Paen

Alex Paen

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of December, 2017, a copy of the foregoing pleading was provided to each of the parties on the attached service list, either electronically via the Copyright Royalty Judges' eCRB electronic filing system, or, for those parties not receiving service through eCRB, by Federal Express overnight mail.

/s/ *Lucy Holmes Plovnick*
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Certificate of Service

I hereby certify that on Friday, December 29, 2017 I provided a true and correct copy of the Written Direct Statement Regarding Distribution Methodologies of MPAA-represented Program Suppliers, 2010-13 Cable Royalty Years (Vol. II) to the following:

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