

Before the  
Copyright Royalty Judges  
Washington, D.C.

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

**Independent Producers Group’s Reply In Support Of Motion For Final Distribution Of 2000-2003 Cable Royalties Or, Alternatively, Third Renewed Motion For Partial Distribution Of 2000-2003 Cable Royalties**

IPG has moved that the Judges promptly address the final issue applicable to the 2000-2003 cable royalty pools in order that such matter be finally resolved, and issue an order for final distribution to IPG of the percentage to which it is entitled of the devotional programming category (31.25%) under the SDC-reported settlement agreement that was adopted as an order by the Judges over two and one-half years ago. Alternatively, IPG has moved that IPG be distributed 31.25% of the devotional 2000-2003 cable royalty pools, as applied against the *lowest* figure that could possibly

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be accorded to the devotional 2000-2003 cable royalty pools following resolution of the final issue before the Judges. In effect, IPG has moved that it immediately receive the lowest dollar figure that IPG could be entitled, by means of *any* calculation.

No “reasonable objection” to IPG’s motion has been made. In response to IPG’s motion, the only opposition the SDC can muster is to refer the Judges to the SDC’s opposition to different IPG motions from three years ago and six months ago, respectively. As a matter of procedure, the pleadings to which the SDC refer the Judges should not be considered. Nevertheless, even if considered, the substance of the pleadings should be rejected. In such pleadings, the SDC advocate denying IPG *any* of the royalties to which IPG is entitled, advocating that the Judges disregard the settlement agreement entered into between IPG and the SDC, and disregard the Judges’ order distributing 2000-2003 devotional royalties to IPG. The SDC’s encouragement that the Judges disregard the terms of the IPG/SDC settlement agreement and the Judges’ distribution order is based on nothing more than the SDC’s fabricated claim of IPG’s “unwillingness or inability to

disgorge funds” and the SDC’s fabricated “concerns about IPG’s continued solvency”.

As the SDC’s prior briefing reveals, the SDC’s patchwork of conclusory accusations, even if accurate, would not support the conclusions that the SDC advocate. The accusations do not support a determination that IPG is unwilling or unable to disgorge overdistributed funds,<sup>1</sup> do not raise issue with IPG’s solvency, and in any event could not warrant the Judges’ refusal to distribute to IPG the royalty percentages to which the SDC previously stipulated and the Judges previously ordered. Attempting to make as little effort as possible while rotely posting an opposition to any IPG motion, the SDC did not even bother to consider that its prior pleadings rely on several since-rejected SDC positions, and rely on the SDC’s mischaracterization of facts and conclusions from now-resolved legal proceedings (e.g., *WSG v. Worldwide Pants, Inc.*; *WSG v. FIFA*). Adopting

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<sup>1</sup> Moreover, the question is logically begged how IPG could even possibly be required to disgorge “overdistributed” funds if IPG is only distributed the *minimum* funds that IPG will be entitled by any means of calculation once the final outstanding issue is resolved.

the SDC's opposition would be tantamount to implementing the SDC's advocated breach of contract, but with no consequence to the party advocating the breach, only consequence to the CRB.

Finally, in its prior briefing the SDC argue that if insufficient funds are available for a full and final distribution of 2000-2003 cable royalty funds, then IPG should receive a distribution no greater than its *pro rata* share of available amounts pending recoupment from any other parties. Because the SDC failed to explicate further, the statement suggests that IPG would receive only 31.25% of the available amounts, irrespective of the fact that the SDC was advanced significant funds in 2002, and then again in 2007. Common sense would dictate that IPG be advanced 100% of the devotional category funds until it has reached 31.25% of all distributed devotional category funds, then 31.25% thereafter.

As the Judges are keenly aware, IPG and its clients have waited an interminable amount of time to receive royalties that have been held by the Copyright Office for two decades. The royalties that remain yet-to-be-distributed are older than any other matter before the CRB by over a decade.

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No reasonable basis exists for failing to make final distribution of 2000-2003 cable royalties the issue of first priority for the Judges.

The Judges should rule in IPG's favor, without further delay.

Respectfully submitted,

Dated: February 10, 2022

\_\_\_\_\_/s/\_\_\_\_\_  
Brian D. Boydston, Esq.  
California State Bar No. 155614

PICK & BOYDSTON, LLP  
732 West 9th Street, Suite 103  
San Pedro, California 90731  
(310) 987-2414  
Email: brianb@ix.netcom.com

Attorneys for Independent Producers  
Group

## CERTIFICATE OF SERVICE

I certify that on February 10, 2022, I caused a copy of the foregoing pleading to be served on all parties registered to receive notice by eCRB by filing through the eCRB filing system.

\_\_\_\_\_/s/\_\_\_\_\_  
Brian D. Boydston, Esq.

# Proof of Delivery

I hereby certify that on Thursday, February 10, 2022, I provided a true and correct copy of the Independent Producers Group's Reply In Support Of Motion For Final Distribution Of 2000-2003 Cable Royalties Or, Alternatively, Third Renewed Motion For Partial Distribution Of 2000-2003 Cable Royalties to the following:

Settling Devotional Claimants (SDC), represented by Matthew J MacLean, served via ESERVICE at [matthew.maclean@pillsburylaw.com](mailto:matthew.maclean@pillsburylaw.com)

Signed: /s/ Brian D Boydston