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In re **DISTRIBUTION OF CABLE ROYALTY FUNDS**	**DOCKET NO. 16-CRB-0009 CD (2014-17)**
In re **DISTRIBUTION OF SATELLITE ROYALTY FUNDS**	**DOCKET NO. 16-CRB-0010 SD (2014-17)**

Joint Sports Claimants' Motion to Disallow
Multigroup Claimants' Claim to Sports Royalties

Pursuant to the Copyright Royalty Judges' ("Judges") Order for Further Proceedings and Scheduling Case Events, the Joint Sports Claimants ("JSC") respectfully move to disallow the claim that Multigroup Claimants ("MGC") has asserted against the Joint Sports Claimants ("Sports") claimant category on behalf Azteca International Corporation ("AIC").

MGC is an assumed name of Worldwide Subsidy Group, LLC ("WSG"), which has previously appeared before the Judges as "Independent Producers Group" ("IPG"). Whatever its name, WSG, as well as its predecessor-in-interest, Alfred Galaz, have a long history of filing unauthorized, invalid and in some instances fraudulent claims with the Copyright Royalty Board. In light of this conduct, the Judges have denied MGC and its predecessor a presumption of validity in the three most recent Distribution Phase proceedings. The Judges should likewise deny MGC a presumption of validity in this proceeding as MGC has repeatedly demonstrated that the Judges cannot assume its claims are valid or authorized, and the facts with regard to the presumption of validity are virtually identical to the 2010-13 Distribution Phase proceeding.

But even if the Judges afford MGC the presumption of validity, the available evidence rebuts the presumption. The evidence calls into question both the validity of MGC's claim to

Sports royalties and MGC's authority to represent AIC. MGC asserts that it is claiming on behalf of AIC, which in turn appears to claim the right to "[redacted]" the programming of TV Azteca, S.A.B. de C.V. ("TV Azteca") [redacted]. The programming that AIC/TV Azteca claim in the Sports category consists of Mexican professional soccer telecasts. However, under Mexican law (as well as U.S. copyright law), the copyright in a live game telecast is owned by the individual teams that participate in the game, not their television broadcast partners. Thus, as explained in the attached declaration of Mexican copyright expert, Juan Serrano, one would expect that, absent agreements to the contrary, the owners of the various soccer teams, and not the television broadcaster, own the copyrights at issue. This, alone, rebuts the presumption of validity. In addition, publicly available information indicates that neither AIC nor TV Azteca own or control the rights for all of the teams for which MGC is claiming in this proceeding.

Likewise, the record is lacking in evidence that MGC has authority to represent AIC. Although MGC produced a purported 2015 representation agreement that [redacted], it has not produced any agreement establishing that it is currently authorized to make claims on behalf of AIC in this proceeding. In addition, MGC assigned away its rights under that representation agreement to its predecessor-in-interest, Alfred Galaz. While MGC has produced documents that purport to [redacted], there is no evidence that AIC consented to [redacted]. The lack of consent renders these [redacted] void, because [redacted].

Regardless of whether the Judges deny MGC a presumption of validity in the first instance or find that the presumption has been rebutted, MGC must establish that its claim is valid and that it has current authority to represent AIC. It has not done so and cannot do so. Indeed, MGC has

informed JSC that it does not possess any documents on these issues beyond those already produced. Thus, MGC cannot meet its burden of proof, and its claims in the Sports category should be disallowed.

I. Background

MGC claims royalties allocated to the Sports claimant category for only one entity, AIC. *See* Declaration of Michael E. Kientzle ("Kientzle Decl.") at ¶ 3, Ex. 1. MGC claims Sports royalties on AIC's behalf in each of the 2015, 2016, and 2017 cable and satellite royalty years.

The precise set of programs for which MGC seeks Sports royalties is unclear. According to MGC, AIC's claim to Sports royalties appears to consist of certain Mexican professional soccer league telecasts, including all Liga MX, Ascenso MX, and La Liga Premier MX game telecasts. MGC identifies certain claimed Sports programming in an Excel workbook entitled "MC Represented Programs (w/translations)(Revised 03.11.22)" which [redacted]. Kientzle Decl. at ¶ 4, Ex. 2. Additionally, in a letter dated March 2, 2022, MGC's counsel provided a list of all member clubs in the Mexican professional soccer leagues Liga MX, Ascenso MX, and La Liga Premier MX, and asserted that AIC claims generally for "broadcasts of the matches between these member teams . . . ." Kientzle Decl. at ¶ 5, Ex. 3. Together, these two documents encompass the complete identification of programming for which MGC states it is seeking Sports royalties on AIC's behalf.[1] AIC's asserted right to claim for these programs appears to derive from its relationship with TV Azteca. Kientzle Decl. at ¶ 6, Ex. 4

[1] MGC does not address whether its claimed programming was carried on Mexican or U.S. stations. Telecasts of MGC's claimed programming on Mexican stations do not fall within the Sports category. *See* Order Lifting Stay and Adopting Claimant Categories, Dkt. No. 16-CRB-0009 CD (2014-17) and Dkt No. 16-CRB-0010 SD (2014-17) (Apr. 5, 2021).

(providing that [redacted]).

This is the second proceeding in which MGC has sought Sports royalties on behalf of AIC. In the 2010-13 Distribution Phase proceeding, MGC asserted a similar claim on behalf of AIC, also predominantly for Mexican professional soccer telecasts, which the Judges dismissed in its entirety. *See* Ruling and Order Regarding Objections to Cable and Satellite Claims, Dkt. Nos. 14-CRB-0010-CD & 14-CRB-0011-SD, at 49 (Oct. 23, 2017) ("2017 Claims Ruling"). The Judges determined that MGC was not entitled to the presumption of validity and therefore needed to demonstrate that each of its claims was valid and authorized, which MGC could not do. With respect to its claim for Sports royalties on behalf of AIC, the Judges determined that MGC had failed at the outset to demonstrate that "any of the purported sports programs it represents is entitled to royalties from the Sports Programming funds" because MGC had only identified the claimed titles in Spanish "without the requisite English translation." *Id.* As MGC's claims were disallowed on other grounds, the Judges did not reach the question of whether MGC had established that AIC or TV Azteca owned or controlled the copyrights for the claimed programming.

II. Argument

The Judges should deny MGC's claim to Sports royalties on AIC's behalf. MGC's claim is not entitled to the presumption of validity, and even if the Judges were to afford MGC the presumption of validity, sufficient evidence exists to rebut that presumption. Either way, MGC must establish that its claim is valid and that MGC has current authority to represent AIC. It has failed to prove either of these dispositive facts.

A. MGC's Claim on Behalf of AIC Is Not Entitled to the Presumption of Validity

MGC's claim on behalf of AIC is not entitled to the presumption of validity, and therefore it is MGC's burden to demonstrate that AIC's claim is valid and authorized. The Judges have consistently denied MGC and its predecessors the presumption of validity, and, at least with respect to its claim for AIC, no new facts in this proceeding warrant a departure from those rulings.

As the D.C. Circuit recently explained, the presumption of validity promotes efficiency in a proceeding involving thousands of claims. However, it is jeopardized by claimants who do not act in good faith or otherwise try to use the presumption in an inappropriate manner: "The relative efficiency of such a system requires the good faith of its participants but is seriously threatened by fraud or other abuse of the presumption." *Independent Producers Group v. Copyright Royalty Board*, 966 F.3d 799, 809 (D.C. Cir 2020).

The Judges have found that MGC (or its predecessor-in-interest, Alfred Galaz), by its conduct, had forfeited the presumption of validity in three prior proceedings. In the 1998-99 Distribution Phase proceeding, the Judges determined that MGC, which was then referring to itself as "IPG," had filed "false claims," and denied it the presumption of validity on that basis. *See* Docket No. 2008-1 CRB CD 98-99 (Phase II), at 10 (June 18, 2014) ("2014 Claims Ruling") ("Indeed, it would be an affront to the distribution process to allow IPG the benefit of the presumption of validity."). Similarly, in the consolidated 2004-2009 cable and 1999-2009 satellite Distribution Phase proceeding, the Judges denied MGC (again, at this time calling itself "IPG") the presumption of validity, having concluded that Raul Galaz, IPG's principal witness, had not "testif[ied] truthfully." *See* Memorandum Opinion and Ruling on Validity and Categorization of Claims, Dkt. Nos. 2012-6 CRB CD (2004-09) (Phase II) and 2012-7 CRB SD 1999-2009 (Phase II), at 8 (Mar. 13, 2015) ("2015 Claims Ruling").

Prior to the 2010-2013 Distribution Phase proceeding, IPG assigned its right to collect royalties to Alfred Galaz, who adopted the name MGC. *See* 2017 Claims Ruling at 8-9. The Judges determined that the purpose of the transfer to Alfred Galaz d/b/a MGC was specifically to avoid prior rulings denying IPG the presumption of validity, and on that basis also denied the presumption to Alfred Galaz/MGC. "MGC exists, at least in part, to avoid the evidentiary burden that the Judges have placed on IPG in past proceedings by denying IPG claims a presumption of validity." *Id.* at 10. According to the Judges, this constituted "fresh and sufficient evidence to cast doubt on . . . MGC's . . . representation, and deny MGC the benefit of a presumption of claim validity." *Id.* As a result, the Judges required MGC to "bear the burden of producing evidence sufficient to demonstrate that the claims are valid, and that MGC validly represents the claimants." *Id.* at 6. This ruling applied to all of MGC's claims in the 2010-13 proceeding, including its claim on behalf of AIC.

The Judges' denying of the presumption of validity for MGC (when it was calling itself "IPG") and, with respect to the 2010-13 proceeding, its predecessor-in-interest Alfred Galaz, has shined a light on the improper nature of many claims that MGC has made in these proceedings. For example, in multiple past proceedings, MGC has represented it has authority to act on behalf of FIFA, even though FIFA had expressly terminated any such authority. 2017 Claims Ruling at 47. Similarly, in the 2010-13 Distribution Phase proceeding, MGC attempted to prosecute claims on behalf of the Canadian Football League even though the CFL had terminated its relationship with MGC. *Id.* at 48. And for large numbers of claims, MGC was unable to prove that the claimant owned or controlled the copyright. *Id.* at 39-40. Simply put, MGC and its predecessor have not acted with the good faith upon which the presumption of validity depends. Having repeatedly demonstrated that the Judges cannot assume that it is presenting valid claims for which its possesses authority, MGC should not be granted such a presumption here.

While JSC recognizes that the "presumptions and burdens" the Judges adopt for one proceeding may "not necessarily be applicable in any other proceeding," here, no new facts warrant a departure from the previous ruling. 2014 Claims Ruling at 9, n. 11. MGC's purported authority to represent AIC rests on the exact same documents as it did in 2010-13. *See infra* II.B.2. The nature of the claimed Sports programming—Mexican professional soccer telecasts—is essentially identical to the programming MGC claimed on AIC's behalf in the last proceeding. And, despite JSC's requests, as in the last proceeding MGC has not produced any evidence that AIC actually owns the copyrights in, or is otherwise authorized to claim retransmission royalties for, the claimed Sports telecasts. If anything, the new facts uncovered in this proceeding only emphasize why it is appropriate to deny MGC the presumption of validity. According to newly-produced documents, since the 2017 Claims Ruling, [redacted]. *See infra* II.B.2. As a result, ownership of MGC again resides with the WSG entity that the Judges twice denied the presumption when it was calling itself "IPG."

Moreover, MGC's pattern of filing improper, unauthorized claims to cable and satellite royalties is not limited to past proceedings. MGC filed claims to the royalties at issue *in this proceeding* on behalf of Raycom Sports, the Canadian Football League, and FIFA, despite lacking authority to do so.[2] Indeed, a representative of Raycom Sports described MGC's claims on its behalf as "fraudulent" and stated that MGC had "been on explicit notice to cease all communication with Raycom Sports and/or its employees since . . . March 2012." *See* Order Granting Multigroup Claimants' Second Motion to Amend Petition to Participate in Distribution Proceedings and Deeming Underlying Claims Withdrawn, Dkt. No. 16-CRB-0009 CD (2014-17) (Sept. 12, 2019). While MGC has since dropped its claims to 2015-17 Sports royalties on behalf

[2] MGC only claimed 2015 royalties on behalf of FIFA.

of these claimants, the fact remains that it filed unauthorized claims to Sports royalties at issue in this proceeding. That is yet another reason to deny MGC the presumption of validity in this proceeding.

For all of these reasons, the Judges should deny the presumption of validity to MGC's current claim to Sports royalties on behalf of AIC, and require MGC to demonstrate the validity of the claim and its authority to make it.

B. Even if MGC Benefits from the Presumption of Validity in this Proceeding, Sufficient Contrary Evidence Exists to Rebut the Presumption With Respect to AIC

Even if MGC were entitled to the presumption of validity, that presumption "may be lost if a participant can produce evidence sufficient to show facts or circumstances sufficient to rebut the presumption of validity." 2017 Claims Ruling at 5 (internal citation omitted).[3] Upon such a showing, the burden shifts to the proponent of the claim to produce evidence proving the claim's validity and authority by a preponderance of the evidence. 2014 Claims Ruling at 9. Here, the evidence rebuts both the validity of MGC's claim in the Sports category as well as MGC's authority to represent AIC.

1. *Sufficient Evidence Exists to Rebut The Presumption that AIC Owns or Controls the Copyrights in the Claimed Sports Programming*

Under the Judges' long established precedent, royalties for telecasts of sporting events are distributed to sports leagues and clubs, not to broadcasters. *See* 1978 Cable Royalty Distribution Determination, 45 Fed. Reg. 63,026, 63,035 (Sept. 23, 1980) ("there is a clear course of action by the Congress . . . which compels the award of cable royalties for sports programming to the sports leagues, in the absence of contractual arrangements" expressly providing otherwise). Likewise,

[3] An evidentiary presumption "is generally rebuttable by the presentation of contrary evidence." *Safari Club Int'l v. Zinke*, 878 F.3d 316, 328 (D.C. Cir. 2017).

under the bylaws of the Mexican Soccer Federation, individual soccer clubs and/or the Federation own the copyrights in live game telecasts absent an assignment of such rights. *See* Declaration of Juan Serrano ("Serrano Decl.") at ¶ 6. AIC, however, purports to claim royalties on behalf of TV Azteca, S.A.B. de C.V. ("TV Azteca"), which is a broadcaster. These facts indicate that AIC is not, in fact, entitled to receive retransmission royalties for its telecasts of sporting events. The Federation's bylaws thus rebut the presumption of validity, and shift the burden to MGC.

In addition, publicly-available information further rebuts any assertion that AIC or TV Azteca owns all of the rights in the Mexican soccer game telecasts for which MGC claims royalties. As discussed above, MGC appears to be claiming royalties on behalf of all Mexican professional soccer telecasts airing during the 2015-17 period. *See supra* I. Publicly available information indicates that neither AIC nor TV Azteca owns the all of the rights to those Mexican soccer game telecasts.

For example, Liga MX teams are owned by a number of different entities. *See* Serrano Decl. at ¶ 9. Each team enters into its own television deals domestically and internationally. *See* Rupinski, Eugene, "Liga MX is in the TV rights dark ages and that needs to change," FMF State Of Mind, https://www.fmfstateofmind.com/2018/1/23/16839792/liga-mx-television-rights-united-states-mexico-worldwide (last accessed May 4, 2022) ("Rupinski Article") ("Liga MX … is completely decentralized. Each team makes its own television deals both domestically and internationally. The teams negotiate deals with channels, which in turn broadcast the matches of those teams."). This basic fact undermines any claim that a single entity—such as AIC or TV Azteca—owns the requisite rights in the claimed Mexican professional soccer telecasts for this proceeding.

The validity of MGC's claim is still further called into question by evidence that some owners of professional Mexican soccer teams own their own television networks. For example, MGC claims for matches involving Club America, which is mentioned in both MGC's letter and [redacted]. This team reportedly is owned by Grupo Televisa, which also owns Televisa Deportes Network and partners with Univision Deportes Network in the United States. *See* Rupinski Article. In the first instance, one would not typically expect that the owner of the rights to the Club America broadcasts would assign its rights in those broadcasts to TV Azteca, rather than to the network it owns. *See* Serrano Decl. at ¶ 11. Given this expectation, one would want to see the actual documents memorializing the assignment if it in fact occurred. *Id.*

In sum, the available evidence indicates that neither AIC nor TV Azteca owns the rights in the claimed Sports telecasts. If the presumption of validity is found to apply to MGC's claims, the evidence rebuts the presumption on the issue of copyright ownership.

2. *Sufficient Evidence Exists to Rebut the Presumption that MGC is Authorized to Represent AIC*

To assert claims as a representative in this proceeding, MGC also must have valid authorization to do so on behalf of the copyright owner. *See* 2015 Claims Ruling at 6-7 (representatives "must have continuing authority to pursue the claimants' royalty rights through the distribution proceeding."). MGC has not provided proof of such authorization; indeed, the evidence indicates that MGC does not have authorization from AIC to represent it in this proceeding, or collect royalties distributed in this proceeding on AIC's behalf.

First, MGC has not produced any documents establishing that it has current authority to represent AIC. The only representation agreement that MGC has produced was a 2015 agreement with AIC that [redacted]

[redacted]. Kientzle Decl. at ¶ 6, Ex. 4. [redacted]. *Id.* MGC has not produced any document authorizing it to represent AIC in these proceedings.

Second, ownership of MGC has changed hands since the 2010-13 Distribution Phase proceeding, without evidence that AIC consented to any corresponding transfer of the right to represent it in this proceeding. In the 2010-13 Distribution Phase Proceeding, MGC was an assumed name of Alfred Galaz, registered in Texas in 2015. 2017 Claims Ruling at 8. The MGC entity participating in the current proceeding, on the other hand, appears to be a d/b/a of WSG, registered in Texas on January 6, 2020. Kientzle Decl. at ¶ 7, Ex. 5.[4] As such, in order to participate here, WSG must itself either have been granted a right to collect royalties directly by AIC, or have had such rights validly transferred or assigned to it. The available evidence does not show that either of those is the case.

The evidence demonstrates instead that WSG assigned away any right to represent AIC in 2015, and has never since received a valid re-assignment of that right. [redacted] As the Judges found in the 2010-2013 Distribution Phase proceeding, WSG "assigned its right to collect royalties to MGC and SLP." 2017 Claims Ruling at 8. The Judges

[4] As explained above, for purposes of determining whether MGC is entitled to the presumption of validity in this proceeding, this transfer of ownership of MGC is immaterial: the Judges have previously denied the presumption of validity to both the new and the old MGC owners. *See supra* II.A. However, for the reasons set forth in this section, the transfer of ownership has important implications for MGC's claimed authorization to represent AIC under the terms of the original 2015 Representation Agreement.

described the "Authorization and Transfer" agreements between WSG and these two entities as follows: "[i]n essence . . . the documents are quitclaims, merely assigning over to MGC and SLP whatever interest [WSG] possessed." *Id.* at 9. Thus, WSG, today using the name MGC, does not retain any right to represent AIC or to collect royalties for AIC-owned works that it was granted in 2015, because it assigned them away.

MGC also does not have any right to represent AIC in this proceeding, or to collect royalties for its works, on the basis of valid transfers or assignments. The original 2015 Representation Agreement was expressly "non-transferable, non-assignable [and] non-sublicensable." 2017 Claims Ruling at 15.[5]

In the 2010-13 Distribution Phase Proceeding, the entity then known as MGC was permitted to participate with respect claims on AIC works in the Program Suppliers and Devotional categories because it produced evidence that AIC had consented in writing to an assignment of the original agreement between AIC and WSG to the MGC entity participating in that proceeding. *See* 2017 Claims Ruling at 15. AIC's written acknowledgements of consent, however, did not modify the non-assignment clause in the 2015 agreement. In fact, each of AIC's consent acknowledgements expressly provided that [redacted]. Kientzle Decl. at ¶¶ 8-9 , Exs. 6-7

While MGC produced evidence that AIC consented to those earlier assignments, it produced no such evidence for [redacted]. Specifically, on January 1, 2018, [redacted]

[5] The First Amendment to Representation Agreement, dated June 9, 2016, did not modify the non-assignment clause. 2017 Claims Ruling at 15, n. 35.

[redacted]. Kientzle Decl. at ¶ 10, Ex. 8. Subsequently, on October 14, 2020, [redacted] Kientzle Decl. at ¶ 11, Ex. 9. Absent AIC's consent, however, [redacted], and as a result, MGC lacks authority to represent AIC in this proceeding by virtue of those assignments.

In discovery, JSC specifically sought evidence sufficient to demonstrate that AIC consented to [redacted]. Specifically, JSC sought:

- Follow Up Request 6. "Documents sufficient to show that Azteca International Corporation consented to the [redacted]
- Follow Up Request 7. "Documents sufficient to show that Azteca International Corporation consented to the [redacted]

Kientzle Decl. at ¶ 12, Ex. 10. MGC objected to the relevance of these requests, and did not produce any responsive documents. Kientzle Decl. at ¶ 13, Ex. 11. MGC later confirmed in an email that it had not withheld any responsive documents based on its objections. Kientzle Decl. at ¶ 14, Ex. 12.

In sum, the available evidence indicates that MGC lacks authority to represent AIC. If the presumption of validity is found to apply to MGC's claim, the record evidence rebuts the presumption on the issue of authority.

C. MGC Has Not Proven the Validity of its Claim to Sports Royalties on Behalf of AIC Or Its Authority To Represent AIC

Regardless of whether the Judges deny MGC a presumption of validity in the first instance or find that the presumption has been rebutted, MGC bears the burden to demonstrate that its claim to Sports royalties on behalf of AIC is valid and authorized. It has failed to do so.

1. *Validity*

With respect to claim validity, MGC has not produced a single document establishing that AIC or TV Azteca owns or controls even *one* of the programs for which it seeks Sports royalties.[6] In the most recent Distribution Phase proceeding, the Judges dismissed a substantial number of programs claimed by MGC where MGC had failed to produce evidence that the claimant actually owned or controlled the rights in the programming—including numerous programs that MGC claimed on behalf of AIC in the Program Suppliers claimant category. 2017 Claims Ruling at 39-40. Likewise, in this proceeding MGC has failed to produce any evidence that demonstrates that AIC owns or controls *any* of the programs for which it claims Sports royalties. Each claimed program should therefore be disallowed.

In discovery, JSC sought evidence sufficient to demonstrate that AIC's claim to Sports royalties for this Mexican professional soccer programming are valid, including the following:

- Follow Up Request 1: "Documents sufficient to show that Azteca International Corporation owns the copyrights in the Claimed Sports Programs."
- Follow Up Request 3. "To the extent that Multigroup Claimants contends that TV Azteca owns the copyright in any Claimed Sports Program, documents sufficient to demonstrate that (i) TV Azteca owns the copyright in the Program; and (ii) TV Azteca has authorized Azteca International Corporation to claim Cable and Satellite Royalties for the Program."

Kientzle Decl. at ¶ 12, Ex. 10. In response to these requests, MGC raised numerous objections, including that "the 'presumption of validity' afforded to claimants includes the claimant's claim of ownership or entitlement to make claim for the program." *Id.* at ¶ 13, Ex. 11. MGC did not

[6] As noted above, the now terminated representation agreement between AIC and WSG states that [redacted] Kientzle Decl. at ¶ 6, Ex. 4. MGC has not provided any evidence to support AIC or TV Azteca's ownership of the games for which it is claiming in this proceeding.

produce any evidence that AIC and/or TV Azteca owns the copyrights in the claimed Sports programs or is otherwise authorized to claim for such programming in this proceeding. Instead, it produced only a small handful of documents, consisting of three Wikipedia pages concerning Mexican professional soccer, and a revised Excel workbook listing its claimed programs in the Sports claimant category. None of these documents provided any support for AIC or TV Azteca's claim to rights in the telecasts at issue.

In order to ensure that MGC and AIC were not simply withholding these documents based on MGC's objections to JSC's discovery requests, counsel for JSC wrote to MGC on March 10, 2022 to confirm that MGC was not "withholding any responsive documents based on any of its objections." Kientzle Decl. at ¶ 14, Ex. 12. Counsel for MGC responded that "no, we are not holding back any documents." *Id.* As a result, according to MGC's representations, MGC possesses no documents that demonstrate that AIC or TV Azteca actually own or control the programs for which they claim Sports royalties.

As MGC has failed to produce any documentation demonstrating that AIC or TV Azteca actually owns or controls the programs for which it seeks Sports royalties, and has in fact represented that it has no such documents in its possession, its claim to Sports royalties for these programs should be disallowed.

2. Authorization

As with claim validity, in the absence of the presumption of validity (or when such presumption has been rebutted) a party must come forward with affirmative evidence sufficient to demonstrate that it is authorized to represent the claimants it purports to represent. 2017 Claims Ruling at 29. This is true even where, as here, the Judges have determined that a party was authorized to represent a claimant in a prior proceeding. As the Judges explained in the 2010-13 Distribution Phase proceeding:

> Because MGC does not receive the benefit of a presumption of validity for its claims, it bears the burden of demonstrating that it had contemporaneously and currently has authority to represent each of its claims—regardless of how the Judges may have ruled on IPG's representational authority at other points in time. In other words, the Judges will not presume that circumstances have not changed in the interim because MGC is not entitled to that presumption.

Id.

As explained above, MGC has not established that it has authority to represent AIC. [redacted]. *See supra* at II.B.2. In addition, even if MGC itself had authority to represent AIC, it has twice transferred those rights to other related entities. There is no evidence in the record that AIC consented to such transfers of rights. *See id.*

MGC's failure to carry its burden to demonstrate continuing authorization to represent AIC in this proceeding provides a second, independent basis to disallow MGC's claim to Sports royalties on behalf of AIC.

III. Conclusion

For the reasons discussed above, the Judges should disallow MGC's claim to Sports royalties on behalf of AIC.

Respectfully submitted,

JOINT SPORTS CLAIMANTS

By: /s/ Michael Kientzle

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In re **DISTRIBUTION OF CABLE ROYALTY FUNDS**	**DOCKET NO. 16-CRB-0009 CD (2014-17)**
In re **DISTRIBUTION OF SATELLITE ROYALTY FUNDS**	**DOCKET NO. 16-CRB-0010 SD (2014-17)**

DECLARATION OF MICHAEL E. KIENTZLE

1. I am over 18 years of age and an attorney duly licensed to practice law in the District of Columbia. I am a counsel in the law firm Arnold & Porter Kaye Scholer LLP. I submit this declaration in support of the Joint Sports Claimants' Motion to Disallow Multigroup Claimants' Claims to Sports Royalties.

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

3. Attached hereto as **Exhibit 1** is a true and correct copy of an email from Brian Boydston to Michael Kientzle dated February 24, 2022.

4. Attached hereto as **Exhibit 2** is a true and correct printout of an excerpt of the Excel workbook entitled "MC Represented Programs (w translations)(Revised 03.11.22)," produced by Multigroup Claimants in this proceeding. Multigroup Claimants have designated this document as "Restricted" under the Copyright Royalty Judges' ("Judges") protective order.

5. Attached hereto as **Exhibit 3** is a true and correct copy of a letter from Brian Boydston to Lucy Plovnick and Michael Kientzle dated March 2, 2022.

6. Attached hereto as **Exhibit 4** is a true and correct copy of a document entitled "Representation Agreement," dated January 21, 2015, produced by Multigroup Claimants in this

proceeding, together with a document entitled "First Amendment to Representation Agreement." Multigroup Claimants have designated this document as "Restricted" under the Judges' protective order.

7. Attached hereto as **Exhibit 5** is a true and correct copy of an Assumed Name Certificate filed by Worldwide Subsidy Group, LLC, produced by Multigroup Claimants in this proceeding.

8. Attached hereto as **Exhibit 6** is a true and correct copy of a document entitled "Consent to Assignment of Representation Agreement Authorization (the "Agreement") dated January 21, 2015 between Independent Producers Group ("IPG") and Azteca International Corporation ("AIC")," produced by Multigroup Claimants in this proceeding. Multigroup Claimants have designated this document as "Restricted" under the Judges' protective order.

9. Attached hereto as **Exhibit 7** is a true and correct copy of a document entitled "Consent to Assignment of Representation Agreement (the "Agreement") dated January 21, 2015 between Spanish Language Producers ("SLP") (successor in interest to Independent Producers Group "IPG") and Azteca International Corporation ("AIC"), produced by MGC in the 2010-13 cable and satellite Distribution Phase proceeding, Dkt. Nos. 14-CRB-0010-CD 2010-2013 & 14-CRB-011-SD 2010-2013.

10. Attached hereto as **Exhibit 8** is a true and correct copy of a document entitled "Transfer of Ownership Interests in Multigroup Claimants and Spanish Language Producers," produced in this proceeding by Multigroup Claimants. Multigroup Claimants have designated this document as "Restricted" under the Judges' protective order.

11. Attached hereto as **Exhibit 9** is a true and correct copy of a document entitled "Transfer of Interests to Worldwide Subsidy Group LLC," produced in this proceeding by

Multigroup Claimants. Multigroup Claimants have designated this document as "Restricted" under the Judges' protective order.

12. Attached hereto as **Exhibit 10** is a true and correct copy of the Joint Sports Claimants' Follow Up Requests for Disclosure and Discovery Regarding Claims Disputes, dated March 1, 2022.

13. Attached hereto as **Exhibit 11** is a true and correct copy of Multigroup Claimants' responses to the Joint Sports Claimants' Follow Up Requests for Disclosure and Discovery Regarding Claims Disputes, dated March 8, 2022.

14. Attached hereto as **Exhibit 12** is a true and correct copy of an email from Brian Boydston to Michael Kientzle dated March 10, 2022.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 4th day of May, 2022, at Washington, D.C.

/s/ Michael Kientzle
Michael E. Kientzle

EXHIBIT 1

Kientzle, Michael

From: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Sent: Thursday, February 24, 2022 5:18 PM
To: Kientzle, Michael
Cc: Szanyi, Rosemary
Subject: RE: Claims Discovery - Docket Nos. 16-CRB-0009 CD (2014-17) and 16-CRB-0010 SD (2014-17)

External E-mail

Dear Mike,

Please see my responses below in red.

- It appears that MGC claims Sports royalties on behalf of Azteca International Corporation ("AIC") alone. Is that correct?

  Correct.

- It appears that the titles AIC claims in the Sports category are listed in Excel rows 2246-75 of the "MC Represented Programs" chart. Are these the only titles AIC claims in the Sports category?

  Correct.

- These titles are listed in Spanish. Will MGC produce English-language translations? *See* 37 C.F.R. § 303.6(c).

  The prior ruling of the Judges in the 2010-2013 proceedings relied on 37 C.F.R. § 350.4(c), a non-existent provision, to hold that Spanish-language program titles were required to be translated. This was not an argument propounded by any participant, and was raised

  sua

  sponte by the Judges for the first time

  in its order disqualifying all Spanish-language programming claims. The Judges presumably meant to rely on § 350.6(c), which seemingly applies to pleadings, contracts, or communications submitted for review, in order that the Judges and other parties be capable of interpreting their meaning. Program titles, in whatever language they appear, render no apparent value when translated, because they translate the program title into a title that is not used. In the case of the programs claimed by AIC, the identified program titles were reflected exactly as they appeared in program title logs universally relied on by all sources. At JSC's request, MGC will arrange for a certified translation of the Spanish-language titles, however it will be of no value if the purpose is to compare such English-language titles to a program log containing only the Spanish-language titles.

- MGC production does not appear to include documentation of AIC's ownership of the copyright in the Sports telecasts it claims. Will MGC produce evidence of AIC's copyright ownership?

The presumption of validity afforded to claimants, including AIC, does not require claimants to submit documentation of ownership absent a challenge thereto vis-a-vis a claims motion. Does JSC have documentation reflecting that AIC is not the appropriate claimant?

- In the last proceeding, there was a dispute about whether TV Azteca or AIC "has the right to determine which agent may collect U.S. royalties for TV Azteca programming." *See* Ruling and Order Regarding Objections to Cable and Satellite Claims, Dkt. Nos. 14-CRB-0010-CD (2010-13) & 14-CRB-0011-SD (2010-13), at p. 25 (Oct. 23, 2017). Will MGC produce documentation sufficient to demonstrate that AIC, and not TV Azteca, is entitled to collect U.S. royalties for TV Azteca programming?

  In the 2010-2013 proceedings, the Judges determined that AIC (represented by MGC) had the superior claim over TV Azteca (Id. at pp. 24-26), and MGC has been provided no evidence to the contrary. Moreover, there is no competing claim to sports programming being made by TV Azteca. Consequently, no further documentation exists or will be produced.

-----Original Message-----
From: Kientzle, Michael <Michael.Kientzle@arnoldporter.com>
Sent: Feb 24, 2022 10:41 AM
To: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Cc: Szanyi, Rosemary <Rosemary.Szanyi@arnoldporter.com>
Subject: RE: Claims Discovery - Docket Nos. 16-CRB-0009 CD (2014-17) and 16-CRB-0010 SD (2014-17)

Brian –

We'd like to discuss the following with you.

- It appears that MGC claims Sports royalties on behalf of Azteca International Corporation ("AIC") alone. Is that correct?
- It appears that the titles AIC claims in the Sports category are listed in Excel rows 2246-75 of the "MC Represented Programs" chart. Are these the only titles AIC claims in the Sports category?
- These titles are listed in Spanish. Will MGC produce English-language translations? *See* 37 C.F.R. § 303.6(c).
- MGC production does not appear to include documentation of AIC's ownership of the copyright in the Sports telecasts it claims. Will MGC produce evidence of AIC's copyright ownership?
- In the last proceeding, there was a dispute about whether TV Azteca or AIC "has the right to determine which agent may collect U.S. royalties for TV Azteca programming." *See* Ruling and Order Regarding Objections to Cable and Satellite Claims, Dkt. Nos. 14-CRB-0010-CD (2010-13) & 14-CRB-0011-SD (2010-13), at p. 25 (Oct. 23, 2017). Will MGC produce documentation sufficient to demonstrate that AIC, and not TV Azteca, is entitled to collect U.S. royalties for TV Azteca programming?

I will send you a calendar invite for 1 pm ET.

Thanks,

Mike

From: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Sent: Thursday, February 24, 2022 10:11 AM
To: Kientzle, Michael <Michael.Kientzle@arnoldporter.com>
Cc: Szanyi, Rosemary <Rosemary.Szanyi@arnoldporter.com>
Subject: Re: Claims Discovery - Docket Nos. 16-CRB-0009 CD (2014-17) and 16-CRB-0010 SD (2014-17)

External E-mail

We can be available Friday, but if you can tell us your concerns ahead of time it would be helpful. (With other parties we have been able to address these issues via email.)

Brian

-----Original Message-----
From: Kientzle, Michael <Michael.Kientzle@arnoldporter.com>
Sent: Feb 23, 2022 2:34 PM
To: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Cc: Szanyi, Rosemary <Rosemary.Szanyi@arnoldporter.com>
Subject: Claims Discovery - Docket Nos. 16-CRB-0009 CD (2014-17) and 16-CRB-0010 SD (2014-17)

Brian –

We are in receipt of MGC's February 18, 2022 production of documents to JSC on claims validity issues, and would like to find a time to discuss. The agreed discovery schedule provides that parties will meet and confer regarding initial document productions between today and Friday. We are available anytime Friday outside of 10:00-10:30 AM and 2:30-4:00 PM Eastern Time. Please let us know when you are available.

Best,

Mike

Michael Kientzle
Counsel

Arnold & Porter
601 Massachusetts Ave., NW
Washington | District of Columbia 20001-3743
T: +1 202.942.5653
Michael.Kientzle@arnoldporter.com | www.arnoldporter.com

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http://www.arnoldporter.com

EXHIBIT 2

[redacted]

[redacted]

[redacted]

[redacted]

EXHIBIT 3

Pick & Boydston, LLP
732 West 9th Street, Suite 103
San Pedro, CA 90731
Telephone (310)987-2414

March 2, 2022

Lucy Holmes Plovnik Via email: lhp@msk.com
Mitchell, Silberberg & Knupp, LLP
1818 N. Street N.W., 8th Floor
Washington, D.C., 20036

Michael Kientzle Via email: Michael Kientzle@arnoldporter.com
Arnold & Porter
601 Massachusetts Ave., NW
Washington, District of Columbia 20001-3743

Dear Lucy and Michael,

I wanted to alert the both of you to the fact that we are currently seeking confirmation from Azteca International Corporation as to the specifics of qualification of certain programming currently claimed in the Sports category.

According to the Judges' *Order Lifting Stay and Adopting Claimant Category Definitions* (April 5, 2021), various prerequisites exist for qualification in the Sports category.

What is already known are that broadcasts of the Mexican soccer sports league, La Liga Mexicana and their member teams and sub-leagues, qualify in the Sports category. This programming is identified and reflected in the Excel files produced as "MC Represented Programs" and "MC Represented Programs (w translations)".

Nevertheless, in the 2010-2013 proceedings, the Judges criticized that Multigroup Claimants' submission of sports programming was "presented without . . . any description of the contents of the listed programs", and "failed to indicate a team rivalry, i.e., 'Team A vs. Team B'." As you are aware, the Judges' *Order for Further Proceedings and Scheduling Case Events* (Jan. 10, 2022) did not require such a description or disclosure (nor any CRB order, in any proceeding, as far as I am aware), nor was such a description requested by the JSC in these proceedings.

Although such information is readily obtainable, and although there has been no order for the disclosure of such information, and although the JSC has made no request for such information, Multigroup Claimants has compiled a list of the various football clubs that comprise La Liga Mexicana. To be absolutely clear, broadcasts of the matches between these member teams are being claimed in the Sports programming category and are provided to the JSC herewith. See list, below.

In addition to the foregoing, Multigroup Claimants is seeking further confirmation with Azteca International Corporation that all of the other programming identified in the Sports programming category similarly qualifies in the Sports programming category, according to the category definitions adopted by the Judges in the April 5, 2021 order noted above.

I bring this to the attention of both the JSC and MPA because if certain programming currently identified in the Sports category does not clearly qualify in that category, the programming defaults to the Program Suppliers category. Multigroup Claimants will inform you when it receives any further clarification of this matter.

Sincerely,

PICK & BOYDSTON, LLP
/s/
Brian D. Boydston

LIGA MEXICANA CLUBS AND SUBLEAGUES

Liga MX football clubs

- America
- Atlas
- Atletico San Luis
- Cruz Azul
- Guadalajara
- Juarez
- Leon
- Mazatlan
- Monterrey
- Necaxa
- Pachuca
- Puebla
- Queretaro
- Santos Laguna
- Tijuana
- Toluca
- UNAL
- UNAM

Ascenso MX football clubs

- Atlante
- Celaya
- Chiapas
- Oaxaca
- Sinaloa
- Sonora
- Tampico Madero
- UAT
- UdeG
- Venados
- Zacatecas
- Zacatepec

La Liga Premier MX football clubs

Series A clubs

Group 1

- Alecranes de Durango
- Catadraticos Elite
- Cimarrones de Sonora
- Colima
- Coras

Gavilanes de Matamoros
Leones Negros UdeG
Mazorqueros
Mineros de Fresnillo
Saltillo
Tecas
Tritones Vallarta
Tuzos UAZ
UAT

Group 2
CAFESSA Jalisco
Cafetaleros de Chiapas
Canoneros
Cruz Azul Hidalgo
Dongu
Escorpiones
Inter Playa del Carmen
Inter Queretaro
Irapuato
La Piedad
Leviatan
Lobos ULMX
Montaneses
Pioneros de Cancun
Sporting Canamy
Yamalkan
Zap
Zitacuaro

Series B clubs
Aguacateros CDU
Alebrijes de Oaxaca
Angeles Morelos
Aragon
Calor
Ciervos
Cuautla
Guerreros de Xico
Huracanes Izcalli
Lobos Huerta

EXHIBIT 4

[redacted]

[redacted]

[redacted]

[redacted]

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[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

"RESTRICTED — Subject to Protective Order in
Docket Nos. 16-CRB-0009-CD and 16-CRB-0010-SD (2014-17)"

[redacted]

EXHIBIT 5

PUBLIC VERSION

Form 503
(Revised 08/19)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: $25

This space reserved for office use.

Assumed Name Certificate

Assumed Name

1. The assumed name under which the business or professional service is, or is to be, conducted or rendered is: Multigroup Claimants

Entity Information

2. The legal name of the entity filing the assumed name is:

Worldwide Subsidy Group, LLC

State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.

3. The entity filing the assumed name is a: (Select the appropriate entity type below.)

- ☐ For-profit Corporation
- ☐ Nonprofit Corporation
- ☐ Professional Corporation
- ☐ Professional Association
- ☑ Limited Liability Company
- ☐ Limited Partnership
- ☐ Limited Liability Partnership
- ☐ Cooperative Association
- ☐ Other _____

Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.

4. The file number, if any, issued to the entity by the secretary of state is: 704877122
5. The state, country, or other jurisdiction of formation of the entity is: Bexar
6. The entity's principal office address is:

132 Perry Ct.
Street or Mailing Address

San Antonio	TX	USA	33140
City	*State*	*Country*	*Postal or Zip Code*

Period of Duration

☑ 7a. The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

☐ 7b. The period during which the assumed name will be used is _____ years from the date of filing with the secretary of state (not to exceed 10 years).

OR

☐ 7c. The assumed name will be used until _____ (not to exceed 10 years).
mm/dd/yyyy

County or Counties in which Assumed Name Used

8. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

☑ All counties

☐ All counties with the exception of the following counties: _____

☐ Only the following counties: _____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: January 6, 2020

Ruth Galaz

Ruth Galaz

Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)

EXHIBIT 6

[redacted]

EXHIBIT 7

PUBLIC VERSION

October 22, 2016

VIA E-MAIL
Azteca International Corporation
Horacio Medal, VP and Chief Legal Officer
1139 Grand Central Ave
Glendale, CA 91201

Re: Consent to Assignment of Representation Agreement (the "Agreement") dated January 21, 2015 between Spanish Language Producers ("SLP") (successor in interest to Independent Producers Group "IPG") and Azteca International Corporation ("AIC").

Dear Mr. Medal:

This letter is SLP's request to obtain AIC's consent to assignment of the Agreement to the Multigroup Claimants ("MC") (the "Assignment"). MC, as well as IPG and SLP, shall be held responsible for all rights, liabilities and obligations under the Agreement.

This Assignment is neither a modification of nor an amendment to the Agreement. All capitalized terms in this letter will have the meaning given to them on the Agreement.

Please confirm your consent to the foregoing by signing this letter bellow, emailing a copy of the signed letter to my attention at worldwidesg@aol.com, and mailing the original signed copy to me at Pick & Boydston, LLP, 10786 Le Conte Ave., Los Angeles, CA 90024.

Sincerely,
Spanish Language Producers

Name:
Title: Representative

Consented on the 22 day of October, 2016.

Azteca International Corporation

Name: Horacio Medal
Title: VP and Chief Legal Officer

By:
Martin Breidsprecher
Chief Operations Officer

EXHIBIT 8

[redacted]

EXHIBIT 9

[redacted]

EXHIBIT 10

COPYRIGHT ROYALTY JUDGES
The Library of Congress

In re

DISTRIBUTION OF CABLE ROYALTY FUNDS	**DOCKET NO. 16-CRB-0009 CD (2014-17)**
DISTRIBUTION OF SATELLITE ROYALTY FUNDS	**DOCKET NO. 16-CRB-0010 SD (2014-17)**

JOINT SPORTS CLAIMANTS' FOLLOW UP REQUESTS FOR DISCLOSURE AND DISCOVERY REGARDING CLAIMS DISPUTES

In accordance with the Copyright Royalty Judges ("Judges") January 10, 2022 Order ("Order"), the Joint Sports Claimants hereby submit these Follow Up Requests for Disclosure and Discovery Regarding Claims Disputes to Multigroup Claimants.

DEFINITIONS

A. "Cable and Satellite Royalties" shall refer to all royalties collected by the United States Copyright Office pursuant to the Section 111 and Section 119 compulsory copyright licenses, 17 U.S.C. §§ 111 & 119, for the 2015-17 royalty years.

B. "Claimed Sports Programs" refers to those television programs listed in Excel rows 2246-75 of the worksheet MGC produced on February 18, 2022 entitled "MC Represented Programs" and in Excel rows 2246-75 of the worksheet MGC produced on February 28, 2022 entitled "MC Represented Programs (w translations) (2).xlsx."

C. "Document(s)" includes anything that would be a "document" or "electronically stored information" as used in Rule 34(a), Fed. R. Civ. P., or a "writing," or "recording," as defined in Rule 1001, Fed. R. Evid., including originals and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise.

D. "Relate" or "relating to" means referring to, describing, constituting, concerning, memorializing, consisting of, analyzing, reflecting, embodying, comprising, directly or indirectly, the subject matter of the request.

E. The "Transfer to Ryan Galaz" refers to the document produced by MGC on February 18, 2022 entitled "2018-01-01 AG transfer of ownership to MGC and SLP to Ryan Galaz" and dated January 1, 2018.

F. The "Transfer to Worldwide Subsidy Group" refers to the document produced by MGC on February 18, 2022 entitled "2010-10-14 Ryan Galaz transfer of interests to WSG LLC effective January 1, 2018" and dated October 14, 2020.

G. The "Sports Category" refers to the Joint Sports Claimants Adopted Category, as defined in Exhibits A and B to the Judges' Order Lifting Stay and Adopting Claimant Categories, Dkt. Nos. 16-CRB-0009 CD (2014-17) & 16-CRB-0010 SD (2014-17) (Apr. 5, 2021).

FOLLOW UP DISCOVERY REQUESTS REGARDING CLAIMS VALIDITY AND CATEGORIZATION

For each of the 2015-17 cable and satellite royalty years, please provide:

1. Documents sufficient to show that Azteca International Corporation owns the copyrights in the Claimed Sports Programs.

2. Documents sufficient to show that Azteca International Corporation is authorized to seek Cable and Satellite Royalties for the Claimed Sports Programs.

3. To the extent that Multigroup Claimants contends that TV Azteca owns the copyright in any Claimed Sports Program, documents sufficient to demonstrate that (i) TV Azteca owns the copyright in the Program; and (ii) TV Azteca has authorized Azteca International Corporation to claim Cable and Satellite Royalties for the Program.

4. Documents sufficient to show that each of the Claimed Sports Programs falls within the Sports Category.

5. All documents relating to Al Galaz's representation that, as of January 1, 2018, "MULTIGROUP CLAIMANTS and SPANISH LANGUAGE PRODUCERS have no current financial obligations, and no current value." *See* Transfer to Ryan Galaz.

6. Documents sufficient to show that Azteca International Corporation consented to the Transfer to Ryan Galaz.

7. Documents sufficient to show that Azteca International Corporation consented to the Transfer to Worldwide Subsidy Group.

All of the documents should be produced in an organized and labelled format, and, wherever possible, in a "usable, electronic form," *i.e.*, searchable. In order to facilitate an efficient compliance with the Order, the parties to the referenced proceeding have agreed to the following discovery schedule:

AGREED DISCOVERY SCHEDULE
CLAIMS VALIDITY AND CATEGORIZATION

CASE EVENT	DATE
Service of Initial Discovery Requests Related To Claims And Categorization Issues	January 28, 2022
Objections to Initial Requests & Production of Disclosures and Documents In Response To Initial Requests	February 18, 2022
Parties Meet and Confer Regarding Document Production	February 23-25, 2022
Service of Follow Up Discovery Requests (if any)	March 1, 2022
Objections to Follow Up Requests	March 8, 2022
Parties Meet and Confer Regarding Follow-up Objections	March 9-11, 2022
Production of Documents In Response to Follow Up Requests	March 16, 2022

Dated: March 1, 2022

JOINT SPORTS CLAIMANTS

/s/ Daniel Cantor

Daniel A. Cantor (DC Bar No. 457115)
Michael Kientzle (DC Bar No. 1008361)
ARNOLD & PORTER KAYE SCHOLER LLP
601 Massachusetts Avenue, N.W.
Washington, DC 20001
Telephone: (202) 942-5000
Facsimile: (202) 942-5999
Daniel.Cantor@arnoldporter.com
Michael.Kientzle@arnoldporter.com

CERTIFICATE OF SERVICE

I certify that on March 1, 2022, a true and correct copy of the foregoing was served by email upon:

Brian D. Boydston, Esq.
brianb@ix.netcom.com

`

/s/ Michael Kientzle
Michael Kientzle

EXHIBIT 11

Pick & Boydston, LLP
732 West 9th Street, Suite 103
San Pedro, CA 90731
Telephone (310)987-2414

March 8, 2022

Email: Michael.Kientzle@arnoldporter.com
Email: Phochberg@shulmanrogers.com
Email: Ritchie.Thomas@squirepb.com

JOINT SPORTS CLAIMANTS
Michael Kientzle
ARNOLD & PORTER KAYE SCHOLER LLP
601 Massachusetts Avenue, N.W.
Washington, D.C. 20001

Philip Hochberg
LAW OFFICES OF PHILIP R. HOCHBERG
12505 Park Potomac Avenue, Sixth Floor
Potomac, MD 20854

Ritchie T. Thomas
SQUIRE PATTON BOGGS (US) LLP
2550 M St., N.W.
Washington, D.C. 200037

Re: ***Docket Nos. 16-CRB-0009-CD (2014-2017), 16-CRB-0010-SD (2014-2017); Distribution of the 2014-2017 Cable and Satellite Royalty Funds; Multigroup Claimants' Document Discovery Requests on Claims Issues***

Dear Sir/Madam:

On behalf of Multigroup Claimants ("MC"), the following are the responses to the discovery requests and follow-up discovery requests propounded by the Joint Sports Claimants, dated January 28, 2022 and March 1, 2022.

General Objections

MC will respond to the requests to the best of its ability; however, with respect to each of the requests, MC states the following General Objections:

1) MC objects to these requests to the extent that they are vague, ambiguous, or otherwise not susceptible to a response, and to the extent that they are overly broad, unduly

burdensome, and seek the disclosure of documents and information not reasonably calculated to lead to the discovery of evidence admissible in this proceeding.

2) MC objects to these requests to the extent they call for the disclosure of information that is confidential to MC and/or third parties. Any information identified as "confidential" shall be subject to a General Protective Order proposed to the Copyright Royalty Judges for this proceeding.

3) MC objects to these requests to the extent that they seek disclosure of documents and information that is not subject to discovery pursuant to the regulations applicable to the Copyright Royalty Board, set forth at 37 C.F.R. Section 301.1,et seq.

4) MC objects to these requests to the extent that the definitions and instructions purport to impose obligations beyond those imposed by the regulations of the Copyright Royalty Board.

5) MC objects to these requests to the extent that they seek the disclosure of information and documents protected from disclosure by the attorney-client privilege and/or the attorney work product doctrine.

6) MC objects to these requests to the extent that they seek the disclosure of information and documents not within MC's possession, custody, or control.

7) MC objects to these requests to the extent that they seek the disclosure of information unrelated to these proceedings.

8) MC objects to these requests to the extent that they seek information in a form or format not regularly kept in the normal course of business.

9) MC objects to these requests to the extent that they request the preparation of documents that do not exist.

10) MC objects to these requests to the extent that they call for either responses or the production of documents in a format beyond what is required by the Copyright Royalty Board regulations, or in a format with which the responding party did not cooperate with MC, e.g., repeating each of the requests.

11) MC simultaneously served document requests on the propounding party herein. MC objects to these requests to the extent that they seek documents similarly requested by MC but to which the propounding party objects and will refuse to produce documents. Absent an order of the Copyright Royalty Board requiring reciprocal disclosure and production, MC will not produce such documents.

12) According to the January 10, 2022 order of the Judges, "Disclosures must not include duplicate claims or claims for a single program in more than one category." In many cases, complying with such order will deny a claimant comprehensive royalties for their program, if such program qualifies for placement in multiple categories according to the category definitions adopted by the Judges in their order of April 5, 2021. For example,

non-U.S. producer programming qualifies for placement in the Canadian Claimants category to the extent that qualifying compensable broadcasts originate in Canada, while also qualifying in the Program Suppliers category to the extent that qualifying broadcasts originate in the U.S. Consequently, the nationality of the claimant, coupled with the origination of qualifying broadcast, dictate whether only one or multiple categories apply to program compensation in such situation. While not currently relevant, placement in both the non-commercial programming category and Program Suppliers category similarly occurs. MC has endeavored to clarify when this circumstance occurs, and interprets the Judges' order to prohibit placement of a program in multiple categories based on its content only (e.g., sports vs. entertainment vs. devotional).

INITIAL REQUESTS

For each of the 2015-17 cable and satellite royalty years, please provide:

1. The identity of the claimants you represent and documents supporting your authority to represent each claimant, and any documents that withdraw, revoke, deny, dispute, limit, qualify, or otherwise "may tend to undermine" your claimed authority to represent the claimant (see Independent Producers Group v. Librarian of Congress, 792 F.3d 132, 139 (D.C. Cir. 2015));

2. Accurate program identity information for each claimant identified (e.g., correct title and other identifying information in cases in which titles may be confused, etc.);

3. For every program identified in response to Request 2, documents sufficient to demonstrate that the associated claimant owns the copyright in the program, or is the designated agent of the owner of the copyright in the program within the meaning of Section 111 of the Copyright Act, 17 U.S.C. 111(d)(4); and

4. A clear statement of each represented claimant's claim against each year's royalty fund – i.e., for each program title identified in response to paragraph no. 2 above, identify the royalty year(s) for which it is claimed and the unique Claimant Category1 in which the program is claimed.

FOLLOW-UP REQUESTS

1. Documents sufficient to show that Azteca International Corporation owns the copyrights in the Claimed Sports Programs.

   Response to Follow-Up Request no. 1: As set forth in MC's email to JSC counsel of February 24, 2022, MC objects to the request on the grounds that the "presumption of validity" afforded to claimants includes the claimant's claim of ownership or entitlement to make claim for the program. Notwithstanding the foregoing, MC has no documents in its possession or of which it is aware that contradict the claimant's claim of ownership or entitlement to make claim for the identified programs.

2. Documents sufficient to show that Azteca International Corporation is authorized to seek Cable and Satellite Royalties for the Claimed Sports Programs.

Response to Follow-Up Request no. 2: As set forth in MC's email to JSC counsel of February 24, 2022, MC objects to the request on the grounds that the "presumption of validity" afforded to claimants includes the claimant's claim of ownership or entitlement to make claim for the program. Notwithstanding the foregoing, MC has no documents in its possession or of which it is aware that contradict the claimant's claim of ownership or entitlement to make claim for the identified programs.

3. To the extent that Multigroup Claimants contends that TV Azteca owns the copyright in any Claimed Sports Program, documents sufficient to demonstrate that (i) TV Azteca owns the copyright in the Program; and (ii) TV Azteca has authorized Azteca International Corporation to claim Cable and Satellite Royalties for the Program.

   Response to Follow-Up Request no. 3: As set forth in MC's email to JSC counsel of February 24, 2022, MC objects to the request on the grounds that the "presumption of validity" afforded to claimants includes the claimant's claim of ownership or entitlement to make claim for the program. Notwithstanding the foregoing, MC has no documents in its possession or of which it is aware that contradict the claimant's claim of ownership or entitlement to make claim for the identified programs.

4. Documents sufficient to show that each of the Claimed Sports Programs falls within the Sports Category.

   Response to Follow-Up Request no. 4: MC objects to the request on the grounds that the "presumption of validity" afforded to claimants includes the claimant's claim of ownership or entitlement to make claim for the program in a particular category. Notwithstanding the foregoing, MC will produce whatever documents it has in its immediate possession demonstrating that programs claimed in the sports programming category fall within such category, as defined by the Judges' order of April 5, 2021 in this proceeding. MC has no documents in its possession or of which it is aware that contradict the claimant's claim of ownership or entitlement to make claim for the identified programs in the sports programming category.

5. All documents relating to Al Galaz's representation that, as of January 1, 2018, "MULTIGROUP CLAIMANTS and SPANISH LANGUAGE PRODUCERS have no current financial obligations, and no current value." See Transfer to Ryan Galaz.

   Response to Follow-Up Request no. 5: MC objects to the request on the grounds that the request is beyond the scope of the discovery required by the January 10, 2022 order relating to "claims issues", and thus irrelevant thereto. MC further objects that the request seeks documents relating to the financial obligations and value of a legal entity, a topic that is irrelevant to any issues arising in this proceeding, currently or anticipated.

6. Documents sufficient to show that Azteca International Corporation consented to the Transfer to Ryan Galaz.

   Response to Follow-Up Request no. 6: MC objects to the request on the grounds that the request is beyond the scope of the discovery required by the January 10, 2022 order relating to "claims issues", and thus irrelevant thereto. MC further objects that the

request seeks documents relating to consent to the ownership of a legal entity, a topic that is irrelevant to any issues arising in this proceeding, currently or anticipated.

7. Documents sufficient to show that Azteca International Corporation consented to the Transfer to Worldwide Subsidy Group.

   Response to Follow-Up Request no. 7: MC objects to the request on the grounds that the request is beyond the scope of the discovery required by the January 10, 2022 order relating to "claims issues", and thus irrelevant thereto. MC further objects that the request seeks documents relating to consent to the ownership of a legal entity, a topic that is irrelevant to any issues arising in this proceeding, currently or anticipated.

Subject to said objections, after making a diligent search of documents in its possession, MC will produce all documents responsive to these requests, pursuant to and protected by the terms of the Protective Order in place in this proceeding.

Sincerely,
/s/
Brian Boydston, Esq.
Counsel for Multigroup Claimants

EXHIBIT 12

Kientzle, Michael

From: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Sent: Thursday, March 10, 2022 7:00 PM
To: Kientzle, Michael
Cc: Cantor, Daniel A.; Szanyi, Rosemary
Subject: Re: Claims Discovery - Docket Nos. 16-CRB-0009 CD (2014-17) and 16-CRB-0010 SD (2014-17)

External E-mail

Dear Michael,

I have a Covid test at 12:50 EST tomorrow, so I should do it after that. Shall we say 2 pm?

The short answer to your questions is (a) all parties have a presumption of validity short of a CRB order to the contrary, and (b) as I thought we stated in our responses, no, we are not holding back any documents.

Brian

-----Original Message-----
From: Kientzle, Michael <Michael.Kientzle@arnoldporter.com>
Sent: Mar 10, 2022 11:36 AM
To: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Cc: Cantor, Daniel A. <Daniel.Cantor@arnoldporter.com>, Szanyi, Rosemary <Rosemary.Szanyi@arnoldporter.com>
Subject: Claims Discovery - Docket Nos. 16-CRB-0009 CD (2014-17) and 16-CRB-0010 SD (2014-17)

Brian –

We've reviewed MGC's responses to our follow up discovery requests and would like to schedule a time tomorrow to meet and confer. Specifically, we would like to understand (a) MGC's basis for asserting that its claims are entitled to the presumption of validity; and (b) whether MGC is withholding any responsive documents based on any of its objections, including without limitation its objection that it is entitled to the presumption of validity. We are available anytime between 12-3 ET tomorrow.

Best,

Mike

Michael Kientzle
Counsel

Arnold & Porter
601 Massachusetts Ave., NW
Washington | District of Columbia 20001-3743
T: +1 202.942.5653
Michael.Kientzle@arnoldporter.com | www.arnoldporter.com

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http://www.arnoldporter.com

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The Library of Congress

In re **DISTRIBUTION OF CABLE ROYALTY FUNDS**	**DOCKET NO. 16-CRB-0009 CD (2014-17)**
In re **DISTRIBUTION OF SATELLITE ROYALTY FUNDS**	**DOCKET NO. 16-CRB-0010 SD (2014-17)**

DECLARATION OF JUAN SERRANO

INTRODUCTION AND SUMMARY

1. I am over 18 years of age and an attorney duly licensed to practice law in Mexico. I am a partner in the law firm Sánchez Devanny Eseverri, S.C. I have been asked to submit this declaration on behalf of the Joint Sports Claimants.

2. I head the Intellectual Property practice at Sánchez Devanny Eseverri, S.C., have a Master's Degree (L.L.M.) in Intellectual Property Law from the University of Toronto and have taught Intellectual Property courses at two different Mexican Universities. I have acted as lead counsel on several cases pertaining to Mexican Copyright law and licensing, including advisory pertaining to rights to use the image of the Mexican National Soccer Team ("Selección Nacional"), negotiation and drafting of agreements related to broadcasting rights for television shows, and litigation linked to the use of rights of image of different actors and models, among other relevant cases.

3. I understand that Multigroup Claimants ("MGC") is purporting to claim on behalf of Azteca International Corporation ("AIC"), which in turn claims the right to "[redacted]" the programming of TV Azteca, S.A.B. de C.V. ("TV Azteca") in the United States. MGC's claim on behalf of AIC/TV Azteca is for the retransmission of Mexican professional soccer games by dozens of Mexican professional soccer teams. *See* March 2, 2022 Letter from B. Boydston to L. Plovnick and M. Kientzle.

4. As I will explain below, it is highly implausible that AIC and/or TV Azteca owns or controls the copyright for the games claimed. The copyright for the broadcast of Mexican professional soccer games is, in the first instance, owned by the individual teams, each of which has different ownership interest, and the Mexican Soccer Federation, as will be explained below. It is therefore extremely unlikely that a single entity would own or control the copyright for a broad array of teams owned by many different entities in Mexico. One would certainly want to confirm the existence of

several valid agreements transferring such rights before accepting such an unlikely assertion. Indeed, available information from public records and news sources contradicts MGC's claim.

COPYRIGHT OWNERSHIP IN MEXICO

5. I understand that MGC has not provided any documentation demonstrating that AIC or TV Azteca controls the rights to the Mexican professional soccer games at issue. Without this evidence, in order to evaluate the plausibility of MGC's claims on behalf of AIC/TV Azteca, I considered the following issues: (i) is AIC or TV Azteca the likely original owner of the copyrights in the Mexican soccer telecasts at issue and (ii) absent original copyright ownership, did AIC or TV Azteca receive a valid assignment of the copyrights at issue.

6. As to the question of original ownership of the copyrights at issue, I examined the bylaws of the Mexican Soccer Federation ("the Federation"), which governs the ownership of all rights in Mexican professional soccer telecasts. According to the bylaws, the Federation and the individual teams own the copyrights for their respective games. Specifically, Article 97 of the Federation's bylaws provides:

> ***THE FEDERATION and its direct Affiliates are the original owners of all the rights that emanate from competitions*** *and other acts that take place in its jurisdiction, without any type of restriction regarding the content, time, place and technical and legal aspects.* ***These rights include, among others, those of a financial nature, audiovisual and radio recordings, reproduction and transmission rights, multimedia, marketing and promotional rights*** *and incorporeal rights, such as emblems and benefits arising from intellectual property rights.*
>
> *The Executive Committee will decide how and to what extent these rights will be used and will decide for itself whether to exercise exclusively the same or if it is done jointly with third parties.*

According to articles 10 and 12 of the Bylaws, the term "Affiliates" includes the official teams that participate in the following competitions: LIGA MX, ASCENSO MX, and LIGA PREMIER and LIGA TDP, with the relevant sections stating as follows:

> ***Article 10***
> *THE FEDERATION is conformed as follows*
>
> *10.1 Affiliates in the Professional Sector are integrated by:*
>
> *10.1.1 Liga MX.*
>
> *10.1.2 Ascenso MX.*

10.1.3 Liga Premier.

10.1.4 Liga TDP.

Artícle 12
According to the provisions of article 11 of these Bylaws, only two types of Affiliates exist in THE FEDERATION:
12.1. Direct Affiliates: Refers to private entities, constituted according to Mexican Laws.

The following are direct Affiliates:
• Professional Sector Clubs

• Amateur Sector state associations.

Individual persons may not be direct Affiliates of THE FEDERATION.[1]

7. In light of the foregoing, I would expect the individual clubs that comprise LIGA MX, ASCENSO MX, LIGA PREMIER, or the Federation to own the copyrights in the Mexican professional soccer telecasts for which MGC claims royalties.

8. Therefore, for AIC and/or TV Azteca to be the likely original owner of the copyright in the telecasts of soccer matches played among these teams, they would need to be the owners of each and every one of these teams. This is highly implausible.

9. As a way to test whether AIC or TV Azteca is the original owner of all the games claimed, I examined publicly-available information concerning the ownership of the five most popular Liga MX teams according to a poll conducted in 2016.[2] None of these five teams appear to have been owned by AIC or TV Azteca:

    - America is owned by a company named Grupo Televisa, S.A.B.[3]
    - Chivas is owned by an individual named Amaury Vergara, and before that by his father Jorge Vergara.[4]
    - Pumas is owned by the National Autonomous University of Mexico.[5]

---

[1] The relevant sections of the Spanish-language version of the Federation Bylaws, which include Article 97, and Article 10 and Article 12, are attached hereto as Exhibit A. I swear under penalty of perjury that the above translation of Article 97, and the relevant sections of Article 10 and Article 12, is true and correct to the best of my knowledge and belief.

[2] https://lopezdoriga.com/deportes/los-equipos-mas-populares-de-mexico/
[3] https://www.televisair.com/en/company-overview/at-a-glance
[4] https://www.espn.com/soccer/guadalajara/story/3991026/liga-mxs-chivas-owner-jorge-vergara-dies-at-64; https://www.fmfstateofmind.com/2020/8/5/21355635/chivas-owner-amaury-vergara-barcelona-fc-mexico-spain
[5] http://english.unam.mx/

- Cruz Azul is owned by a company named Coopertiva Cruz Azul.[6]
- Tigres[7] is owned by a company named Cemex, S.A.B. de C.V.

The fact that none of these teams appears to have been owned by AIC or TV Azteca during the relevant period calls MGC's claim into serious doubt.

10. I also considered whether, absent original ownership, AIC or TV Azteca was validly assigned the rights to the games claimed by MGC. Importantly, under Mexican law, all such assignments must be in writing[8]. Thus, given the serious questions about the right being asserted by MGC in this proceeding, one would want to see the actual written agreements by which AIC and/or TV Azteca purports to have received the copyrights for which MGC is claiming on its behalf.

11. I understand that MGC has not provided any agreements memorializing an assignment of the rights at issue to AIC or TV Azteca. Based on the available information, there is substantial reason to doubt such agreements exist. For example, as noted above Grupo Televisa owns Club America. Grupo Televisa also owns Televisa Deportes Network and partners with Univision Deportes Network in the United States. One would not typically expect Grupo Televisa to assign the rights in Club America telecasts to TV Azteca, rather than to a network owned by Grupo Televisa. It is thus particularly important in this scenario to examine the underlying assignment agreements, if they exist.

12. The 2015 Representation Agreement also does not suffice to prove any assignment of rights in Mexican professional soccer telecasts to AIC or TV Azteca. The reference to AIC holding rights "[redacted]" cannot be interpreted as a credible link to rights originally owned by the Federation of soccer teams; a full chain of transmission of rights specifically related to each team and the Federation would be necessary for this purpose. Furthermore, the representation agreement does not include any copies of the contents or programs that were allegedly assigned.

13. For all of the above-reasons, there are significant reasons to question the claim made by MGC in this proceeding that it has the right to the copyrights for a large array of Mexican soccer teams. In order to assess the validity of this claim, one would need to determine whether the requisite underlying agreements exist and if so whether they

---

[6] https://www.si.com/soccer/2020/07/30/cruz-azul-president-accused-money-laundering-organized-crime

[7] https://www.espn.com/soccer/club/monterrey/220/blog/post/3841560/monterreys-concacaf-champions-league-title-sets-standard-for-others; https://www.tigres.com.mx/en/cemex-and-tigres-turn-the-volcan-into-the-first-stadium-in-mexico-with-zero-waste/

[8] Mexican Copyright Law (Ley Federal del Derecho de Autor), Article 30 "…*acts, agreements and contracts transmitting patrimonial copyright and use license must invariable be made in writing or will otherwise be null and void.*

are enforceable. MGC has not provided the necessary information to make this determination.

I declare under penalty of perjury that the foregoing is true and correct.
Executed this 4th day of May, 2022, at Mexico City, Mexico.

Juan Serrano

EXHIBIT A

PUBLIC VERSION

ESTATUTO SOCIAL

2021

CAPITULO III

A. DE LOS AFILIADOS

Artículo 10

LA FEDERACIÓN se conforma de la siguiente manera:

10.1 Los Afiliados del Sector Profesional se integran por:

10.1.1 Liga MX.

10.1.2 Ascenso MX.

10.1.3 Liga Premier.

10.1.4 Liga TDP.

10.2 Los Afiliados del Sector Amateur se integran por:

10.2.1 Una asociación por cada Estado de la República Mexicana.

CAPÍTULO IV

A. AFILIACIÓN

Artículo 11

La afiliación es un acto discrecional y potestativo que LA FEDERACIÓN, con base en el presente Estatuto Social, así como en el Reglamento de Afiliación, Nombre y Sede, otorga de manera discrecional a quienes reuniendo los requisitos establecidos en los ordenamientos antes citados, voluntariamente solicitan su incorporación y deciden reconocer a LA FEDERACIÓN como la suprema autoridad deportiva del fútbol asociación en México, en todas las modalidades reconocidas en la Ley General de Cultura Física y Deporte, incluidas aquellas reconocidas y reguladas por la FIFA.

Por consiguiente, los Afiliados, al momento de solicitar su afiliación, expresamente reconocen que la relación jurídica entre las partes deberá, en todo momento, considerarse como de derecho privado, y la naturaleza de tal relación es de coordinación, aceptando voluntariamente las condiciones de incorporación a la FMF.

Para todos los efectos que haya lugar, la FMF no es y en ningún caso se considerará como obligada solidaria o garante de ningún tipo respecto de las obligaciones de los Afiliados para con terceros, incluyendo sin limitar, jugadores y/o cuerpos técnicos, empleados, personal, proveedores, prestadores de servicios y/o asimilados, y los Afiliados deberán, en todo momento, liberar y sacar en paz y a salvo a la FMF de cualquier reclamo, demanda, queja, procedimiento administrativo y/o judicial, responsabilidad, obligación, daños, costos y/o gastos en los que la FMF se vea involucrada y/o incurra como resultado del incumplimiento del Afiliado a cualquiera de sus obligaciones para con terceros, incluyendo sin limitar, jugadores y/o cuerpos técnicos, empleados, personal, proveedores, prestadores de servicios y/o asimilados.

Los afiliados de la FMF se considerarán como miembros o integrantes de la misma, en los términos y condiciones que corresponda según cada tipo de afiliación.

Artículo 12

En términos de lo dispuesto por el artículo 11 del presente Estatuto Social, en LA FEDERACIÓN existen únicamente dos tipos de Afiliados:

12.1. Afiliados directos: Se refiere a las personas morales privadas, constituidas conforme a las leyes mexicanas.

Son Afiliados directos:

- Los Clubes del Sector Profesional.
- Las Asociaciones estatales del Sector Amateur.

Las personas físicas no podrán ser Afiliados directos de LA FEDERACIÓN.

12.2. Afiliados derivados: Se refiere a las personas físicas relacionadas a través de los Clubes y/o LA FEDERACIÓN, que de manera indirecta se vinculan con la práctica del fútbol asociación.

Son Afiliados derivados:

- Directivos.
- Jugadores.
- Directores Técnicos, Preparadores Físicos, Médicos, Auxiliares y demás Miembros del Cuerpo Técnico.

- Árbitros.

Los Afiliados derivados no tienen derecho de voto en los órganos de LA FEDERACIÓN.

Toda persona física o moral, que desee convertirse en Afiliado a LA FEDERACIÓN, deberá presentar por escrito, ante la Secretaría General, la solicitud correspondiente de acuerdo con las normas y procedimientos que aplican en cada caso.

Toda solicitud de afiliación deberá acompañarse obligatoriamente de la siguiente documentación:

a) Declaración firmada por el solicitante o su Representante Legal, de que en todo momento acatará el Estatuto Social, el Código de Ética, los Reglamentos y las decisiones vigentes de LA FEDERACIÓN, la FIFA, la CONCACAF, garantizando que también sean respetados por sus propios Miembros, Clubes, oficiales y jugadores.

b) Declaración firmada por el solicitante o su Representante Legal, comprometiéndose a acatar las Reglas de Juego vigentes.

c) Declaración firmada por el solicitante o su Representante Legal, manifestando que reconoce y acepta la jurisdicción del Tribunal de Arbitraje Deportivo (TAS), en Lausana, Suiza, tal como se especifica en el presente Estatuto Social.

d) Declaración firmada por el solicitante o su Representante Legal, manifestando que su domicilio social y fiscal, está ubicado en México.

e) Una certificación firmada por el Representante Legal del solicitante, en la cual se especifique quiénes son las personas autorizadas para firmar y con la facultad de obligar al solicitante frente a terceros.

f) Declaración firmada por el Representante Legal del solicitante, comprometiéndose a organizar y/o participar en partidos amistosos sólo con el previo consentimiento de LA FEDERACIÓN.

g) Un ejemplar del Acta Constitutiva o de su última Asamblea certificada ante fedatario público.

h) Los demás documentos e información que al efecto señalen el Reglamento de Afiliación, Nombre y Sede y las otras disposiciones aplicables de LA FEDERACIÓN.

B. DERECHOS Y OBLIGACIONES DE LOS AFILIADOS

Artículo 12 BIS

I. Son derechos de los Afiliados directos:

a) Tener representación en la Asamblea General de LA FEDERACIÓN.

b) Presentar a la Asamblea General de LA FEDERACIÓN, ponencias, estudios y propuestas de candidatos para que ocupen cargos directivos en la misma.

c) Deliberar y votar en toda cuestión o asunto que se proponga en la Asamblea General de LA FEDERACIÓN.

d) Conocer los balances y estados financieros de los ejercicios fiscales de LA FEDERACIÓN, así como el informe deportivo correspondiente.

CAPITULO VII

A. DERECHOS DE LA FEDERACION

Artículo 97

LA FEDERACIÓN y sus Afiliados directos son los propietarios originarios de todos los derechos que emanan de las competiciones y otros actos que se realizan en su jurisdicción, sin ningún tipo de restricción respecto al contenido, el tiempo, el lugar y los aspectos técnicos y legales. Estos derechos comprenden, entre otros, aquellos de orden financiero, grabaciones audiovisuales y de radio, derechos de reproducción y transmisión, derechos de multimedia, derechos mercadotécnicos y promociónales y derechos incorpóreos, como emblemas y beneficios que emanen del derecho de propiedad intelectual.

El Comité Ejecutivo decidirá cómo y en qué medida se utilizarán estos derechos y decidirá por sí solo si ejerce exclusivamente los mismos o si lo hace de manera conjunta con terceros.

JOINT SPORTS CLAIMANTS' REDACTION LOG FOR MOTION TO DISALLOW MULTIGROUP CLAIMANTS' CLAIM TO SPORTS ROYALTIES

In re Distribution of Cable Royalty Funds, DOCKET NO. 16-CRB-0009 CD (2014-17);
Distribution of Satellite Royalty Funds, DOCKET NO. 16-CRB-0010 SD (2014-17)

Document	Page Numbers	Basis for Redaction	Description of Redacted Information
Excerpt of the Excel workbook entitled "MC Represented Programs (w translations)(Revised 03.11.22)"	Motion at 3, 10; Kientzle Decl. Ex. 2	Multigroup Claimants designated as RESTRICTED	List of programs claimed in the Joint Sports Claimants claimant category by Multigroup Claimants.
Document entitled "Representation Agreement," dated January 21, 2015, together with a document entitled "First Amendment to Representation Agreement."	Motion at 2, 4, 10, 11, 13, 14, 16; Kientzle Decl. Ex. 4; Serrano Decl. at 1, 4	Multigroup Claimants designated as RESTRICTED	Agreement between Worldwide Subsidy Group, LLC and Azteca International Corporation, together with an amendment to that agreement.
Document entitled "Consent to Assignment of Representation Agreement Authorization (the "Agreement") dated January 21, 2015 between Independent Producers Group ("IPG") and Azteca International Corporation ("AIC")."	Motion at 12, 13; Kientzle Decl. Ex. 6.	Multigroup Claimants designated as RESTRICTED	Agreement between Independent Producers Group and Azteca International Corporation.

Document entitled "Transfer of Ownership Interests in Multigroup Claimants and Spanish Language Producers."	Motion at 2, 7, 12, 13; Kientzle Decl. at Ex. 8.	Multigroup Claimants designated as RESTRICTED	Agreement between Ryan Galaz and Alfred Galaz.
Document entitled "Transfer of Interests to Worldwide Subsidy Group LLC."	Motion at 2, 7, 13; Kientzle Decl. at Ex. 9.	Multigroup Claimants designated as RESTRICTED	Agreement between Ryan Galaz and Ryan Galaz.

Proof of Delivery

I hereby certify that on Wednesday, May 04, 2022, I provided a true and correct copy of the Joint Sports' Claimants Motion to Disallow Multigroup Claimants' Claim to Sports Royalties [Public Version] to the following:

Public Television Claimants, represented by Ronald G. Dove Jr., served via E-Service at rdove@cov.com

Global Music Rights, LLC, represented by Scott A Zebrak, served via E-Service at scott@oandzlaw.com

Canadian Claimants, represented by Lawrence K Satterfield, served via E-Service at lksatterfield@satterfield-pllc.com

Devotional Claimants, represented by Matthew J MacLean, served via E-Service at matthew.maclean@pillsburylaw.com

Commercial Television Claimants / National Association of Broadcasters, represented by David J Ervin, served via E-Service at dervin@crowell.com

SESAC Performing Rights, LLC, represented by John C. Beiter, served via E-Service at john@beiterlaw.com

ASCAP, represented by Sam Mosenkis, served via E-Service at smosenkis@ascap.com

Program Suppliers, represented by Lucy H Plovnick, served via E-Service at lhp@msk.com

Multigroup Claimants, represented by Brian D Boydston, served via E-Service at brianb@ix.netcom.com

National Public Radio, represented by Amanda Huetinck, served via E-Service at ahuetinck@npr.org

Major League Soccer, L.L.C., represented by Edward S. Hammerman, served via E-Service at ted@copyrightroyalties.com

Broadcast Music, Inc. (BMI), represented by Jennifer T. Criss, served via E-Service at

jennifer.criss@dbr.com

Signed: /s/ Michael E Kientzle