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*In re*

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

**MPA REPLY TO MULTIGROUP CLAIMANTS' OPPOSITION TO MPA MOTION  
FOR DISALLOWANCE OF CLAIMS MADE BY MULTIGROUP CLAIMANTS**

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**June 17, 2022**

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The Motion Picture Association, Inc. (“MPA”), on behalf of its member companies and other producers and distributors of syndicated series, movies, specials, and non-team sports broadcast by television stations who have agreed to representation by MPA (“MPA-represented Program Suppliers”), in accordance with the January 10, 2022 *Order For Further Proceedings And Scheduling Case Events* issued by the Copyright Royalty Judges (“Judges”) in the captioned proceedings,<sup>1</sup> hereby submits its Reply to Multigroup Claimants’ (“MC”) Opposition To MPA Motion For Disallowance Of Claims Made By MC (“Opposition”).

**INTRODUCTION**

MC’s 72 page Opposition contains rambling, repetitive arguments—the majority of which are nothing more than a collateral attack on the Judges’ prior claims rulings, or an attempt to distract the Judges by levying unsupported (and false) accusations at MPA.<sup>2</sup> Despite MC’s

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<sup>1</sup> See *Order For Further Proceedings And Scheduling Case Events* at Exhibit B (January 10, 2022) (“January 10 Order”).

<sup>2</sup> For example, MC suggests that MPA’s claimants “have been allowed to pursue claims for programming that such claimants do not own,” that MPA “has attributed multiple owners with ownership of the same program rights to which they are clearly not owners,” and that MPA’s witness Jane Saunders “falsely testified” in past royalty proceedings. Opposition at 6-7 and n.3. But the Judges rejected all of these arguments when they were made by MC’s predecessor,

diatribe, the Opposition presents no arguments or evidence that would support the Judges affording MC's claims a presumption of validity in these proceedings, or explain why the Judges should not grant MPA's Motion in all respects.

Significantly, MC concedes that it failed to amend its 2015, 2016, and 2017 cable and satellite royalty claims to remove unauthorized entities, notwithstanding the Judges' clear rulings that such claim amendments are *necessary* in order for MC to retain the presumption of validity in these proceedings. Accordingly, MC is not entitled to a presumption of validity, and the burden shifts to MC to produce evidence demonstrating that its royalty claims in these proceedings are valid and correctly categorized. As explained in the MPA Motion, MC has failed to meet that burden in this proceeding as to many of its claimants and claimed programs. Indeed, the bulk of the MC Opposition is simply an attempt to re-litigate issues that the Judges already decided conclusively in prior orders, without any attempt by MC to identify any new evidence that it produced in discovery that would support a different decision by the Judges here. MC also attempts to support its arguments by attaching numerous documents that MC admits *were never produced* to MPA or the other parties in discovery in these proceedings. Unfortunately for MC, the Judges have made it clear that they will not consider unproduced documents as evidence of claims validity.<sup>3</sup>

Put simply, MC has presented no evidence in its Opposition to refute the requests for dismissal in the MPA Motion. Further, MC has not contested MPA's submission that the issues

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Independent Producers Group ("IPG") in past royalty proceedings. *See Memorandum Opinion And Ruling On Validity And Categorization Of Claims*, Docket Nos. 2012-6 CRB CD 2004-2009 (Phase II) and 2012-7 CRB SD 1999-2009 (Phase II) at 15-17, n.19, and 22 (March 13, 2015) ("March 13, 2015 Order").

<sup>3</sup> *See, e.g., Ruling And Order Regarding Objections To Cable And Satellite Claims*, Docket Nos. 14-CRB-0010-CD (2010-13) and 14-CRB-0011-SD (2010-13) at 27 (October 23, 2017) ("October 23, 2017 Order") (ruling that the Judges would not consider documents that MC had not produced in discovery as evidence of the validity of its program claims on behalf of Nelson Davis Productions).

set forth in the MPA Motion can be decided on the papers. Accordingly, the Judges should decide this matter without the need to hold a hearing addressing claims issues, and should grant the MPA Motion in all respects.

## **ARGUMENT**

### **I. MC Is Not Entitled To A Presumption Of Validity In These Proceedings.**

In the Opposition, MC admits that it included unauthorized entities (such as Fédération Internationale de Football Association (“FIFA”), Phil Slater Associates, and Raycom Sports) on its 2015, 2016, and 2017 cable and satellite royalty claims, and that it failed to amend those claims *at any point* to remove these unauthorized entities.<sup>4</sup> Despite this, MC argues that it still should be entitled to a presumption of validity in these proceedings because MC made the decision not to pursue those unauthorized claims, either by (in the case of FIFA) not including the entity on its Petitions To Participate (“PTPs”) in these proceedings, or (in the case of Phil Slater Associates and Raycom Sports) by filing motions to remove those entities from its PTPs. However, MC fails to recognize that the Judges have already addressed this issue repeatedly in prior proceedings, and each time ruled that MC (and its predecessor, IPG) were *required* to amend their cable and satellite royalty claims to remove unauthorized entities from those claims in order to preserve any evidentiary presumptions in these proceedings.

For example, the Judges ruled in the 1999 Cable Phase II Proceeding, that IPG’s decision “not to pursue” claims on behalf of Tracee Productions was insufficient, and that IPG instead “should have timely and affirmatively withdrawn the claim.”<sup>5</sup> The Judges then went on to deny

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<sup>4</sup> Opposition at 7-17.

<sup>5</sup> See *Ruling And Order Regarding Claims And Separate Opinion*, Docket No. 2008-1 CRB CD 98-99 (Phase II) at 4 (June 18, 2014) (“June 18, 2014 Order”).

IPG the presumption of validity in that proceeding based on its failure to amend its 1999 cable claim to remove Tracee Productions:

As noted above, the Judges find that IPG's claim on behalf of Tracee Productions was not valid. The Judges also conclude that, as a necessary (but not sufficient) predicate to the preservation of any presumptions in its favor, IPG had an indisputable duty to submit truthful filings, which duty it failed to discharge, by failing to scrub and amend the claims filed in this proceeding in order to remove the claim for "Tracee Productions," or any other as-yet-undiscovered claim that was tainted by the prior admitted criminal fraud.<sup>6</sup>

The Judges reached the same conclusion in the consolidated 2004-2009 Cable and 1999-2009 Satellite Phase II Proceeding, where they noted that IPG had a duty to amend its 1999 satellite claim to remove Tracee Productions, and failed to do so. Once again, the Judges ruled that it was insufficient for IPG to simply not pursue any claims on behalf of Tracee Productions, and denied IPG the benefit of a presumption of validity based, in part, on its failure to amend its royalty claims.<sup>7</sup> The Judges reached the same conclusion once again in the 2010-13 Cable and Satellite Distribution Phase Proceedings, denying MC the benefit of a presumption of validity based, in part, on their ruling that MC had an affirmative obligation to amend IPG's royalty claims to remove unauthorized entities in order to correct the public record, and that it was not sufficient for MC to "withdraw" or "not pursue" those unauthorized claims.<sup>8</sup>

Unable to distinguish any of this precedent, MC's Opposition resorts to mounting a collateral attack on the Judges' prior rulings that it was unauthorized to represent FIFA and Raycom Sports at the time it filed royalty claims on their behalf, and argues that its inclusion of

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<sup>6</sup> See *id.* at 10.

<sup>7</sup> March 13, 2015 Order at 9-10.

<sup>8</sup> See October 23, 2017 Order at 10-13 and n.21, 23-26.

Phil Slater Associates on its claims was an inadvertent error and should be excused.<sup>9</sup> But, as explained below, these arguments are all meritless, and must be rejected.

**FIFA**: To be clear, the Judges have now ruled that IPG (and later, MC) were not authorized to represent FIFA in three different Distribution Phase Proceedings—and the earliest of these rulings was issued in 2013, long before MC filed its unauthorized 2015 cable and satellite royalty claims on behalf of FIFA.<sup>10</sup> In the 2010-13 Cable and Satellite Distribution Proceedings, MC’s failure to amend its royalty claims to remove unauthorized entities, including FIFA, was one of the reasons that then Judges denied MC the benefit of a presumption of validity,<sup>11</sup> so MC was surely on notice that it needed to amend its 2015 cable and satellite royalty claims to remove FIFA long before the current proceedings started. And MC concedes that it lost its lawsuit against FIFA in 2018, and lost its appeal of that decision in 2019.<sup>12</sup> It is now 2022, and MC still has taken *no action* to amend its 2015 cable and satellite royalty claims to remove FIFA.

**Raycom Sports**: In the case of Raycom Sports, the Judges decided to dismiss MC’s claims on behalf of Raycom Sports “because they were filed without the requisite authority.”<sup>13</sup> The Judges already had an opportunity to fully consider MC’s arguments seeking reconsideration of that ruling in the context of its motion seeking “modification” of the Judges’ order, and rejected

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<sup>9</sup> See Opposition at 9-17.

<sup>10</sup> See October 23, 2017 Order at 10-13; *Order On Joint Sports Claimants’ Motion For Summary Adjudication And Dismissing Claims Of Independent Producers Group*, Docket Nos. 2012-6 CRB CD 2004-2009 (Phase II) and 2012-7 CRB SD 1999-2009 (Phase II) at 1-8 (August 29, 2014); *Memorandum Opinion And Order Following Preliminary Hearing On Validity Of Claims*, Docket No. 2008-2 CRB CD 2000-2003 (Phase II) at 10-12 (March 21, 2013) (“March 21, 2013 Order”).

<sup>11</sup> October 23, 2017 Order at 10-13.

<sup>12</sup> Opposition at 10-11.

<sup>13</sup> See *Orders Granting Multigroup Claimants’ Second Motion To Amend Petition To Participate In Distribution Proceedings And Deeming Underlying Claims Withdrawn*, Docket Nos. 16-CRB-0009-CD (2014-17) and 16-CRB-0010-SD (2014-17) at 4, n.4 (September 12, 2019) (“September 12, 2019 Order”).

them, ruling that “MC had no authority to file claims in this proceeding on behalf of Raycom Sports or its affiliates.”<sup>14</sup> These rulings are now law of the case in these proceedings. The Judges should not permit MC to launch an impermissible collateral attack on its prior rulings in the context of its Opposition.

**Phil Slater Associates:** In its Opposition (and in the attached Declaration of Raul Galaz), MC suggests that it should be excused for filing unauthorized 2015, 2016, and 2017 cable and satellite royalty claims on behalf of Phil Slater Associates, arguing that it never received a copy of Phil Slater Associates’ April 11, 2003 termination letter before MPA produced a copy of the letter to MC in the 2010-13 Cable and Satellite Distribution Phase Proceeding.<sup>15</sup> But this assertion is simply untrue.

The Phil Slater Associates termination letter was attached to a *Joint Notice Of Intent To Participate And Comments On The Existence Of Controversies* (“Notice”) that was filed with the Copyright Office on September 12, 2003, and duly served on MC’s predecessor, IPG.<sup>16</sup> Not only was IPG served with the Notice in 2003, MPA also provided a copy of the Notice (with the Phil Slater Associates termination letter attached) to IPG in the 2000-2003 Cable Phase II Proceeding, as Exhibit Q to MPA’s August 3, 2012 motion seeking to dismiss IPG’s unauthorized claimants and claims in that proceeding, which was served on MC’s current counsel, Mr. Boydston.<sup>17</sup> The

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<sup>14</sup> See *Orders Denying Multigroup Claimants’ Motion For Modification Of Judges’ Order Of September 12, 2019*, Docket Nos. 16-CRB-0009-CD (2014-17) and 16-CRB-0010-SD (2014-17) at 4 (October 22, 2019).

<sup>15</sup> Opposition at 16-17 and Ex. A at ¶¶ 4-5.

<sup>16</sup> See MPA Motion, Plovnick Declaration at Exhibit K, *Joint Notice Of Intent To Participate And Comments On The Existence Of Controversies*, Docket No. 2003-2 CARP CD 2001 (September 12, 2003). The certificate of service attached to the Notice indicates that it was served on both Worldwide Subsidy Group LLC (“WSG”) and IPG at two different locations in 2003.

<sup>17</sup> See Second Declaration of Lucy Holmes Plovnick (“Second Plovnick Declaration”) at ¶ 3 (filed separately in eCRB, as it includes Restricted documents as exhibits that are subject to the Judges’ Protective Order in these proceedings); see also MPAA-Represented Program Suppliers’ Motion To Dismiss Unauthorized Claimants In Independent



Notice was also admitted into evidence during the December 5, 2012 preliminary hearing in that proceeding as MPA Exhibit 310, over Mr. Boydston's objection (and while Mr. Galaz was present).<sup>18</sup> Clearly IPG (and both Mr. Boydston and Mr. Galaz) were in possession of the Phil Slater Associates termination letter since at least 2012, and possibly earlier. However, MC still filed unauthorized 2015, 2016, and 2017 cable and satellite royalty claims on behalf of Phil Slater Associates, and has taken *no steps* to amend those claims.<sup>19</sup>

As MPA explained in its Motion, these three unauthorized claimants are just the tip of the iceberg. MC admits in its Opposition that numerous entities were included in MC's 2015 cable and satellite claims that were dropped from its 2016 and 2017 claims, including "entities with whom MGC has had chronic problems communicating, *who were challenged or dismissed for various reasons in prior proceedings*, or which research revealed are no longer in existence."<sup>20</sup> MC had an affirmative obligation to amend its royalty claims to remove any claimants that were unauthorized,<sup>21</sup> but by its own admission, it has never amended any of its 2015, 2016, or 2017 royalty claims to remove unauthorized entities and correct the public record. MC has also never produced any evidence explaining why neither MC, nor IPG, filed 2014 royalty claims on behalf

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Producers Group's Written Direct Statement, Docket No. 2008-2 CRB CD 2000-2003 (Phase II) at Ex. Q (August 3, 2012).

<sup>18</sup> See Second Plovnick Declaration at ¶ 3, Ex. 1 (attaching an excerpt from the Preliminary Hearing Transcript, Docket No. 2008-2 CRB CD 2000-2003 (Phase II) at pp. 505-07 (December 5, 2012)).

<sup>19</sup> MC argues that amending its PTPs to remove Phil Slater Associates should be sufficient, however the Judges have already ruled that it is insufficient, as it does not correct the claims record. See October 23, 2017 Order at 10, n.21; see also September 12, 2019 Order at 4, n.4 (ruling that MC's unauthorized 2015, 2016, and 2017 claims on behalf of Raycom Sports must be dismissed, in addition to being removed from MC's PTP).

<sup>20</sup> Opposition at 18 (emphasis added).

<sup>21</sup> See MPA Motion at 10-11. In the Opposition, MC erroneously suggests that MPA stated that all the entities that MC included on its 2015 claims and then dropped from its 2016 and 2017 claims were "fictional." Opposition at 18-19. MPA never suggested that all of the entities MC dropped from its 2015 claims are fictional—only that MC's predecessor, IPG has a history of including fictional entities, such as Tracee Productions, on its cable and satellite royalty claims. See MPA Motion at 11, n.41.

of the entities that they purport to represent, or confirming that these entities continued to retain MC as their agent once they learned that no 2014 claims had been filed.<sup>22</sup>

Given all of the foregoing, it is clear that the Judges cannot afford MC's claims in this proceeding a presumption of validity. Accordingly, the burden should shift to MC to produce evidence establishing the validity of each of the claims that MPA has challenged in its Motion. As explained below, MC has failed to meet that burden, and all of the claimants and programs challenged by MPA in its Motion must be dismissed.

## **II. MC Has Not Demonstrated That The Claims Challenged By MPA Are Valid.**

### **A. MC Concedes That It Cannot Receive Royalties For Claimants That Were Not Included In Its Claims Or PTPs.**

In its Opposition, MC argues that it is not seeking to claim royalties on behalf of the entities that MPA identified in Section IV.A. of the MPA Motion as having not filed a royalty claim, or not included in MC's PTPs, for the indicated royalty years.<sup>23</sup> MPA moved to dismiss these entities because MC included each of them in the Microsoft Excel document that MC produced to MPA in discovery entitled "MC Represented Programs (w translations)(REVISED 03.11.22).xlsx," which MC's counsel confirmed to MPA in a meet and confer email exchange was a "comprehensive list" of all the programs that MC was claiming in the "Program Supplier, Devotional, Sports, and Canadian Claimant categories" in these proceedings.<sup>24</sup> MPA attached a

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<sup>22</sup> The Settling Devotional Claimants have a motion to compel pending before the Judges seeking this information. *See Settling Devotional Claimants' Motion To Compel Multigroup Claimants To Produce Documents*, Docket Nos. 16-CRB-0009-CD (2014-17) and 16-CRB-0010-SD (2014-17) at 4-7 (March 14, 2022).

<sup>23</sup> *See Opposition* at 22-25; *MPA Motion* at 13-16. The entities MPA seeks to dismiss in Section IV.A. of the MPA Motion are Atlantic Film Partners cka Baker Street Media Holdings (2015 cable and satellite), Knight Enterprises (2015 cable and satellite), Sarrazin Couture Productions (2015-17 cable and satellite), Splendid Film GmbH (2015-17 cable and satellite), and Thump Records (2015 cable and satellite).

<sup>24</sup> *See Second Plovnick Declaration* at ¶ 5, Ex. 2 (attaching a February 24, 2022 email exchange with MC's counsel, Brian Boydston).

copy of that document to the Plovnick Declaration accompanying the MPA Motion as Exhibit C. As the Judges can see from reviewing the document, MC included each of the entities that MPA seeks to dismiss in Section IV.A. of the MPA Motion in the file MC Represented Programs (w translations)(REVISED 03.11.22).xlsx, and did not include *any* notations for these claimants in the “Restrictions” column indicating that their claims were not being asserted as to the royalty years that MPA seeks to have them dismissed.

MC now concedes that it is not seeking royalties for Atlantic Film Partners cka Baker Street Media Holdings, Knight Enterprises, Sarrazin Couture Productions,<sup>25</sup> Splendid Film GmbH, and Thump Records for the royalty years MPA indicated in the Motion. Accordingly, MPA seeks a ruling from the Judges clarifying that MC may not claim royalties for these entities as to the royalty years indicated in the MPA Motion, and dismissing the MC-claimed programs associated with these claimants as to the affected royalty years. To assist the Judges in identifying the programs, MPA has attached a list of the affected MC claimants and programs, for each of the 2015-17 cable and satellite royalty years, as Appendix A to this Reply.

**B. MC Concedes That It Cannot Seek Royalties For Phil Slater Associates.**

In its Motion, MPA pointed out that MC amended only its 2015-17 cable PTP to remove Phil Slater Associates, and did not file a similar motion seeking to remove Phil Slater Associates from its 2015-17 satellite PTP.<sup>26</sup> Accordingly, MPA moved to dismiss MC’s 2015-17 satellite claims on behalf of Phil Slater Associates. MC now claims in its Opposition that it is also not seeking to pursue its 2015-17 satellite claims on behalf of Phil Slater Associates, and has filed a

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<sup>25</sup> In the Opposition, MC states that “no distinction exists” between Sarrazin Couture Productions and Sarrazin Couture Entertainment. Opposition at 24. However, MC has provided no evidence to the Judges to support this conclusion. Sarrazin Couture Productions does not appear on MC’s 2015-17 cable or satellite claims, and is therefore ineligible to receive royalties in these proceedings.

<sup>26</sup> MPA Motion at 16-17.

motion seeking to amend its 2015-17 satellite PTP to remove this claimant.<sup>27</sup> Accordingly, it appears that MC has conceded that it is not authorized to claim cable or satellite royalties in these proceedings on behalf of Phil Slater Associates. MPA requests that the Judges either deem MC's cable and satellite royalty claims on behalf of Phil Slater Associates dismissed, or withdrawn, and clarify that MC is not permitted to seek royalties on behalf of Phil Slater Associates in the Program Suppliers category in these proceedings.

**C. MC Cannot Claim To Represent Claimants Who Are Actually Represented By MPA.**

The Judges have made it clear, repeatedly, that they will determine which party represents an entity seeking royalties in these proceedings by determining which representative's agreement with the entity was entered later in time.<sup>28</sup> In the MPA Motion, MPA seeks to have the Judges dismiss MC's claims on behalf of Carol Reynolds Productions, Inc. ("Carol Reynolds"), Cinemavault Releasing, Inc. ("Cinemavault"), Productions Pixcom, Inc. ("Pixcom"), and Questar, Inc. ("Questar"), because the Judges concluded in prior proceedings that each entity had entered a representation agreement with MPA, or with an agent who had agreed to representation by MPA, that was later in time than any prior agreements that may have existed with MC or its predecessor, IPG.<sup>29</sup> MPA pointed out that it currently represents each of these claimants, produced documents in discovery in these proceedings establishing its representation, and has shown that the MPA representation agreements produced in discovery are later in time than any purported MC or IPG

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<sup>27</sup> Opposition at 16-17, n.5, and 25.

<sup>28</sup> See October 23, 2017 Order at 19-20 (quoting 2000-03 Cable Determination, 78 Fed. Reg. at 64984, 64989 (October 30, 2015)), and at 20 ("The Judges look to other evidence, such as a new agreement with a new representative, to infer whether or not the claimant intended to continue its arrangement with IPG."); see also March 13, 2015 Order at 28-30 and Exhibit A-1, p.7; 2000-03 Cable Determination, 78 Fed. Reg. at 64990.

<sup>29</sup> MPA Motion at 17-20.

agreements. MC, on the other hand, has produced no documents in this proceeding to support its claim that it represents these entities other than the same documents that the Judges reviewed and considered in past proceedings. Separately, MPA also sought dismissal of MC's claims on behalf of Cinemaginaire, Inc. ("Cinemaginaire") and Magus Entertainment ("Magus"), as both of these claimants are also represented by MPA, and not MC.<sup>30</sup> In every case, MPA's representation agreements with these claimants is later in time than the documentation produced by MC.

Unable to point to evidence that would demonstrate that MC has a later-in-time agreement with these claimants than the one produced by MPA, MC attempts to confuse the issues by relitigating its claims on behalf of these entities, essentially seeking reconsideration of the Judges' prior rulings as to these claimants in the context of its Opposition. MC also levies accusations at MPA that are entirely baseless, hoping that if it throws enough spaghetti at the wall, something will stick. However, all of MC's arguments are meritless, as explained below:

**Carol Reynolds**. MPA has produced two representation agreements with Carol Reynolds that are later in time than any agreements related to Carol Reynolds that MC has produced in these proceedings.<sup>31</sup> Unable to counter these agreements with anything later in time, MC argues that the Judges should ignore the MPA agreements with Carol Reynolds because they are redacted, or because they were signed by MPA later in time than they were signed by the claimant, or because MPA did not produce them in discovery in past royalty proceedings.<sup>32</sup> However, none of these arguments hold water.

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<sup>30</sup> MPA Motion at 20-21.

<sup>31</sup> MPA Motion, Plovnick Declaration at Ex. L.

<sup>32</sup> Opposition at 25-29.

MPA’s representation agreements have been produced in the same redacted form consistently since the 2000-2003 Cable Phase II Proceeding and the Judges have ruled, repeatedly, that MPA’s production of redacted agreements is permissible.<sup>33</sup> The MPA representation agreements state clearly that the agreement “will not be effective or binding on MPA until it is signed by both MPA and claimant.”<sup>34</sup> This language resolves any ambiguity regarding the effective date of the MPA agreements. MPA did not produce any representation agreements with Carol Reynolds in the 2010-13 Cable and Satellite Distribution Phase Proceeding because MPA did not represent Carol Reynolds in that proceeding, since Carol Reynolds was still in the process of transitioning from being represented by MPA through the Canadian Broadcasting Corporation (“CBC”) to direct representation with MPA.<sup>35</sup> As the MPA representation agreements produced in discovery in these proceedings clearly demonstrate, Carol Reynolds is currently represented by MPA directly, and not MC.<sup>36</sup>

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<sup>33</sup> See *Order On Motions To Compel Discovery Filed By Independent Producers Group And Related Responsive Motion By Motion Picture Association Of America, Inc.*, Docket No. 2008-2 CRB CD 2000-2003 (Phase II) at Exhibit C, p. 2 (August 1, 2012) (denying IPG’s motion to compel where “redacted documents” were produced); *Order Denying IPG Motions For Clarification And Reconsideration Of Order On IPG’s Motions To Compel*, Docket No. 2008-2 CRB CD 2000-2003 (Phase II) at 1 (September 18, 2012) (denying IPG’s motion seeking reconsideration of the ruling); *Amended Joint Order On Discovery Motions*, Docket Nos. 2012-6 CRB CD 2004-2009 (Phase II) and 2012-7 CRB SD 1999-2009 (Phase II) at 18 (July 30, 2014) (denying IPG’s motion to compel production of unredacted MPAA representation agreements and title certifications); *Order Granting In Part Multigroup Claimants First Motion To Compel Production Of Documents By Motion Picture Association Of America*, Docket No. 14-CRB-0010-CD (2010-13) at 3-4 (Sept. 14, 2016) (denying MC’s motion to compel unredacted representation agreements from MPA without prejudice). The Judges’ rulings are consistent with precedent in royalty distribution proceedings, which clearly permits the production of redacted documents in discovery when the redacted information is unrelated to the factual assertions of a witness. See *Order*, Docket No. 2000-9 CARP DTRA 1&2 at 8 (June 22, 2001).

<sup>34</sup> See, e.g., MPA Motion, Plovnick Declaration at Exhibit L (October 29, 2013 agreement at ¶ 19 and March 16, 2020 agreement at ¶ 20).

<sup>35</sup> The Judges found that MPA represented Carol Reynolds through its representation agreement with the Canadian Broadcasting Corporation (“CBC”) in both the 2000-2003 Cable Phase II Proceeding and the consolidated 2004-2009 Cable and 1999-2009 Satellite Phase II Proceeding. See March 13, 2015 Order at 28-30 and Exhibit A-1, p.7; see also 2000-03 Cable Determination, 78 Fed. Reg. at 64990. In the 2010-13 Cable and Satellite Proceeding, MPA did not assert any claims on behalf of Carol Reynolds, and did not seek to have them dismissed as to MC based on the argument that Carol Reynolds was represented by MPA.

<sup>36</sup> MPA did not include Carol Reynolds on its PTPs in these proceedings, however, that does not alter the fact that MPA’s representation agreements with Carol Reynolds are later in time than any purported agreements with Carol

MC's baseless suggestion that MPA improperly withheld the two Carol Reynolds agreements in discovery in past proceedings is simply ridiculous, and should not be entertained by the Judges.<sup>37</sup> In every proceeding, MPA has gone out of its way to produce all MPA representation agreements in its possession that were responsive to the discovery requests that MPA received. Indeed, in the current proceeding, MPA has produced 7,552 of pages of bates-stamped documents in discovery production to MC in this proceeding to date, and more than 1,100 of those pages are MPA's representation agreements with its claimants.<sup>38</sup> MPA's discovery production in past proceedings was no less comprehensive, and MC has not produced any evidence to suggest otherwise. The Judges should reject MC's attempt to malign MPA in the Opposition, and dismiss MC's claims on behalf of Carol Reynolds in these proceedings.

**Cinemavault.** Notwithstanding the fact that the Judges already ruled that this claimant is represented by MPA, not MC, given its later-in-time representation agreement with MPA through Compact Collections Ltd. ("Compact"),<sup>39</sup> MC maintains its claim that it represents Cinemavault in these proceedings.<sup>40</sup> MC incorrectly asserts that "MPA offers the same documentation here as it offered in the 2010-2013 proceeding," and the later-in-time Cinemavault/Compact agreement with MPA was "terminated." Not so. As set forth in its motion, MPA produced three Representation Agreements with Compact, an agent represented by MPA in these proceedings, dated November 14, 2008, March 18, 2010, and March 12, 2020, as well as correspondence MPA

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Reynolds produced by MC. Accordingly, MC's claims on behalf of Carol Reynolds are unauthorized, and must be dismissed.

<sup>37</sup> Opposition at 28-29.

<sup>38</sup> Second Plovnick Declaration at ¶ 6.

<sup>39</sup> See MPA Motion at 18-19; October 23, 2017 Order at 21; see also 78 Fed. Reg. 64984, 64900 (October 30, 2015).

<sup>40</sup> Opposition at 29-33.

received from Compact attaching a copy of its agreement with Cinemavault.<sup>41</sup> In contrast, MC's purported Mandate Agreement and Letter of Extension including Cinemavault (and a group of other entities) are from 2000 and 2002—*more than two decades ago*.<sup>42</sup> Contrary to MC's speculative interpretations, Compact is the agent authorized to represent Cinemavault as to the 2015-17 cable and satellite royalty years—not MC. The Judges should reject MC's attempt to attack the Judges' prior rulings on as to this claimant, and dismiss MC's claims on behalf of Cinemavault.

**Pixcom**. MC admits that the Judges dismissed its claims on behalf of Pixcom in the 2010-13 Cable and Satellite Distribution Phase Proceedings, ruling that MC had failed to produce sufficient evidence regarding its authority to represent Pixcom.<sup>43</sup> MC also admits that it failed to produce a copy of its representation agreement with Pixcom to MPA in these proceedings *at all*.<sup>44</sup> Given MC's failure to produce its purported representation agreement with Pixcom in discovery, the Judges should not consider it, and reject MC's claims on behalf of Pixcom outright. In any event, MPA's representation agreement with Pixcom is later in time than any purported agreement with IPG or MC, and demonstrates that MPA, and not MC is entitled to represent Pixcom in these proceedings.<sup>45</sup>

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<sup>41</sup> MPA Motion at 24 and Plovnick Declaration at Ex. N.

<sup>42</sup> See MPA Motion, Plovnick Declaration at Ex. O.

<sup>43</sup> Opposition at 33; October 23, 2017 Order at 22-23.

<sup>44</sup> Opposition at 55-56. MPA notes that MC also failed to produce its purported representation agreement with Pixcom in the 2010-13 Cable and Satellite Distribution Phase proceeding. MPA Motion at 19, n.72. The Judges should not consider the purported IPG Pixcom representation agreement attached to MC's Opposition as Exhibit Q, as MC admits that it failed to produce the document in discovery in these proceedings.

<sup>45</sup> MPA Motion at 19.



**Questar.** As set forth in the MPA Motion, Questar’s later-in-time representation agreements authorizing Audio-Visual Copyright Society (“AVCS”) to collect U.S. cable and satellite retransmission royalties on behalf of Questar supersedes MC’s purported July 31, 2001 representation agreement with Questar.<sup>46</sup> The Judges dismissed Questar as an MC claimant in their October 23, 2017 Order because MC failed to produce sufficient evidence regarding its authority to represent this claimant, and MC concedes that it did not produce any new documents in these proceedings.<sup>47</sup> MC’s reliance on a later-in-time Acknowledgement of Representation (“Acknowledgement”), which expressly limited MC’s authority for the 2000-2009 cable and satellite royalty years, does not support MC’s claim of authority to represent Questar as to the 2015-2017 cable and satellite royalty years. The Judges already considered this argument in the 2010-13 Cable and Satellite Distribution Phase Proceeding and rejected it,<sup>48</sup> and they should reach the same conclusion here.

**Cinemaginaire.** MC argues that the Judges allowed MC to represent Cinemaginaire in the 2010-13 Cable and Satellite Distribution Phase Proceeding.<sup>49</sup> MC also argues that MPA failed to produce a copy of its representation agreement with Cinemaginaire in that proceeding, and that the representation agreement with Cinemaginaire that MPA produced in these proceedings was unsigned. However, this is incorrect. MPA did produce a copy of its executed representation agreement with Cinemaginaire in the 2010-13 Cable and Satellite Distribution Phase Proceeding,

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<sup>46</sup> MPA Motion at 25-26.

<sup>47</sup> Opposition at 35.

<sup>48</sup> October 23, 2017 Order at 23-24.

<sup>49</sup> Opposition at 35-36.

as well as the current proceedings.<sup>50</sup> MPA did not seek to have Cinemaginaire dismissed from MC's claim in the 2010-13 Cable and Satellite proceedings based on the argument that MPA represented Cinemaginaire because the claimant was still in the process of transitioning from being represented by MPA through CBC to direct representation with MPA. However, as the MPA representation agreement produced in discovery in these proceedings clearly demonstrates, Cinemaginaire is currently represented by MPA, and not MC. Accordingly, MC's claims on behalf of Cinemaginaire must be dismissed.

**Magus.** As explained in the Motion, MPA produced a copy of its representation agreement with Magus through Conexion Media Group PLC ("Conexion") in these proceedings, and that agreement is later in time than MC's purported agreement with Magus.<sup>51</sup> Accordingly, because the MPA agreement is later in time, the Judges should find that MPA, and not MC, represents Magus.

MC spends a lot of time in the Opposition attacking the Judges' ruling in the 2010-13 Cable and Satellite Distribution Phase Proceeding holding that MPA's representation of Magus through Conexion was "valid."<sup>52</sup> MC argues that MPA should be required to produce a copy of the underlying agreement between Magus and Conexion in order to demonstrate that MPA is authorized to represent the claimant. However, the Judges have already rejected this argument,

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<sup>50</sup> Contrary to MC's Opposition, MPA produced a copy of its executed representation agreement with Cinemaginaire to MC in the 2010-13 Cable and Satellite Distribution Phase proceeding on July 29, 2016. *See* Second Plovnick Declaration at ¶¶ 7-8, Exs. 3-4. MPA also produced a copy of its executed representation agreement with Cinemaginaire in the current proceedings. *See* MPA Motion, Plovnick Declaration at Ex. S. The copy of the agreement "unexecuted by MPA" that MC references was also produced by MPA in these proceedings as an attachment to email correspondence MPA produced from Cinemaginaire dated April 20, 2016, sending MPA a copy of the representation agreement that had been executed by Cinemaginaire. *See* Second Plovnick Declaration at ¶ 9, Ex. 5.

<sup>51</sup> MPA Motion at 21.

<sup>52</sup> *See* Opposition at 36-40; *but see* October 23, 2017 Order at 41 ("MPAA-represented claims, including is claim on behalf of Magus/Conexion are valid.").

because MPA's claims are entitled to a presumption of validity, while MC's claims are not.<sup>53</sup> MC has not presented any facts or arguments in these proceedings that would warrant a different ruling here.

**D. MC's Disregard Of The Judges' Prior Dismissal Rulings Must Be Rejected.**

1. **Carol Reynolds, Cinemavault, Pixcom, & Questar.** As explained *supra*, MC's Opposition mounts a collateral attack on the Judges' prior rulings dismissing Carol Reynolds, Cinemavault, Pixcom, and Questar without referencing *any* additional evidence produced by MC in these proceedings that would warrant a different ruling here. Accordingly, the Judges should reject MC's arguments, and dismiss these claimants on this basis as well.

2. **Knight Enterprises.** MC has conceded that it failed to include Knight Enterprises on its PTPs for these proceedings as to the 2015 cable and satellite royalty years.<sup>54</sup> As MPA noted in the Motion, the Judges also dismissed Knight Enterprises on this basis in the October 23, 2017 Order,<sup>55</sup> and should do so again here.

3. **Multimedia Group of Canada.** MPA moved to dismiss MC's claims on behalf of Multimedia Group of Canada because the Judges dismissed those claims in the consolidated 2004-2009 Cable and 1999-2009 Satellite Phase II Proceeding, concluding that there was "insufficient evidence to show claimant owned [the] copyright or was entitled to collect royalties,"<sup>56</sup> and MC produced the same documents again in these proceedings, without any

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<sup>53</sup> See October 23, 2017 Order at 40-41 and n.80; see also *Amended Joint Order On Discovery Motions*, Docket Nos. 2012-6 CRB CD 2004-2009 (Phase II) and 2012-7 CRB SD 1999-2009 (Phase II) at 18 (July 30, 2014) ("Barring any reason to disregard the presumption of validity, however, the Judges decline to examine each of the thousands of program titles, hundreds of owners, and scores of representatives searching for unsubstantiated malfeasance.").

<sup>54</sup> Opposition at 25.

<sup>55</sup> October 23, 2017 Order at 36.

<sup>56</sup> MPA Motion at 22-23; March 13, 2015 Order at Ex. A, p.23.

additional information produced to warrant a different ruling. In the Opposition, MC argues that it asserted a claim for Multimedia Group of Canada successfully in the 2010-13 Cable and Satellite Distribution Phase Proceeding, but that is simply incorrect. MPA moved to dismiss *all* of MC's claimants in that proceeding based on the argument that "the claimant did not authorize or consent to MC or SLP acting as their agent in these proceedings," and Multimedia Group of Canada does not appear *anywhere* on MPA's appendix tables attached to its motion for disallowance summarizing the claimants MPA sought to dismiss in that proceeding.<sup>57</sup> Tellingly, MC is also unable to point to *any* language in the Judges' October 23, 2017 Order indicating that MC's claims on behalf of Multimedia Group of Canada were "Allowed,"<sup>58</sup> and instead simply relies on its PTPs filed in that case as proof that it asserted the claims and they were sustained.<sup>59</sup> But MC's PTPs in those proceedings are not proof that the claims were actually asserted by MC in that proceeding, or allowed by the Judges. Accordingly, the Judges' March 13, 2015 Order dismissing IPG's claims on behalf of Multimedia Group of Canada remains controlling precedent, and should be followed by the Judges again here.

4. **Sarrazin Couture Productions**. MC does not dispute that it failed to produce a representation agreement with Sarrazin Couture Productions.<sup>60</sup> Rather, it maintains that its purported agreement with The City Productions is a sufficient showing of authority of representation with Sarrazin Couture Productions and/or Sarrazin Couture Entertainment. However, the Judges rejected this argument in the 2000-2003 Cable Phase II proceeding, and again

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<sup>57</sup> See MPAA's Motion For Disallowance Of Claims Made By Multigroup Claimants, Docket Nos. 14-CRB-0010-CD (2010-13) and 14-CRB-0011-SD (2010-13) at Appendix A (October 11, 2016).

<sup>58</sup> See October 23, 2017 Order at 59-62 (Appendix A).

<sup>59</sup> Opposition at 41.

<sup>60</sup> Opposition at 56-58.

in 2004-2009 cable and the 1999-2009 satellite proceedings, denying MC's claim because MC produced "insufficient evidence [showing] that contract with City Productions is applicable to this Claimant."<sup>61</sup> Absent an agreement, MC's reliance on a decade old correspondence and Acknowledgements expressly limiting its representation to the 2000-2009 and 2000-2002 royalty years does not support MC's claims of authority to represent this claimant in these proceedings.

**E. MC Has Failed to Substantiate Its Claims of Representational Authority For Several Claimants**

1. *Cappy Productions; Florentine Films/Hott Productions, Inc.; JCS Entertainment II, Inc.; National Review, Inc. dba Firing Line; Network Program International; Productions Pixcom*: MC has failed to timely produce any new evidence that substantiates its claims of representational authority for these claimants. Rather than conceding this point, MC attempts to deceptively produce via exhibits to its Opposition documents that MC has never produced to MPA in discovery in these proceedings.<sup>62</sup> The January 10 Order required each party to produce documentation in discovery sufficient to demonstrate its authority to represent its claimants in these proceedings.<sup>63</sup> Moreover, in the past, the Judges explicitly ruled that "[t]he fact that [a party] may have produced certain documents in another proceeding does not relieve it of the obligation to produce responsive documents in this proceeding."<sup>64</sup> MC's attempt to sandbag

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<sup>61</sup> March 13, 2013 Order, Ex. B at 6; *see also* Order Denying IPG Motion For Clarification And Reconsideration Of Preliminary Hearing Order Relating To Claims Challenged By MPAA, Docket No. 2008-2 CRB CD 2000-2003 (Phase II) at 1-3 (May 23, 2013) (denying IPG's motion for reconsideration as it relates to the claims of Sarrazin Couture Productions); March 13, 2015 Order, Exhibit A-1 at 28.

<sup>62</sup> In each case, MC admits in the Opposition that it failed to produce responsive documents to MPA during discovery in these proceedings, and is providing the document for the first time as an attachment to its Opposition. Opposition at 45, 47, 48, 53, 54, and 55.

<sup>63</sup> January 10 Order at 3.

<sup>64</sup> Order Granting in Part MGC Motion to Compel Production by MPAA, Docket Nos. 14-CRB-0010-CD and 14-CRB-0011-SD at 3 (September 14, 2016) ("September 14, 2016 Order").

MPA with responsive documents attached to the Opposition that MC clearly failed to produce in discovery should be rejected, and each of these claimants must be dismissed.<sup>65</sup>

2. *MoneyTV.net, Inc.; Satsuki Ina (aka Hesono O Productions); Thump Records, Inc.*: MC failed to proffer any substantive argument in support of its authority to represent each of these claimants. MC admits that it did not produce a representation agreement for each of these claimants asserting that it was “unable to locate” an agreement.<sup>66</sup> Rather than concede the point, MC argues, falsely, that the Acknowledgements provided in past royalty proceedings (which, by their terms, were expressly limited to the 2003-2009 and 2001, 2004-2009 royalty years) somehow demonstrate MC’s continuing representation of these claimants for the 2015-17 cable and satellite royalty years.<sup>67</sup> This argument is unavailing. In past proceedings, the Judges ruled that such Acknowledgments were limited to the specific royalty years stated on their face. “[S]uch ‘Acknowledgements’ constitute sufficient evidence of the representative capacity of IPG *for the term specified in the ‘Acknowledgement.’*”<sup>68</sup> Clearly, MC has produced nothing demonstrating that MoneyTV.net, Inc., Satsuki Ina (aka Hesono O Productions), Thump Records, Inc. authorized MC to represent its interests or collect royalties for programming related to the 2015-17 cable or satellite royalty years. Accordingly, each of these claimants should be dismissed.

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<sup>65</sup> See, e.g., October 23, 2017 Order at 27 (ruling that the Judges would not consider documents that MC had not produced in discovery as evidence of its program claims on behalf of Nelson Davis Productions).

<sup>66</sup> Opposition at 52, 59, and 60.

<sup>67</sup> As MPA argued its Motion (at 26, 28, 29), for MoneyTV.net, Inc. MC produced an Acknowledgement confirming MC’s engagement for the 2003-2009 cable and satellite royalty years; for Satsuki, MC produced an Acknowledgement confirming MC’s engagement for the 2003-2009 cable and satellite royalty years; for Thump Records, MC produced a Representation Agreement and an Acknowledgement confirming MC’s engagement for the 2001, 2004-2009 cable and satellite royalty years.

<sup>68</sup> March 13, 2015 Order at 32 (emphasis added); October 23, 2017 Order at 31 (finding that the acknowledgment covering calendar years 1999-2009, “only constitutes ‘sufficient evidence of representative capacity’ for those years— i.e., ‘the term specified’ in the acknowledgement.”).

3. ***Adams Golf***: To be clear, the Judges dismissed Adams Golf in the 2010-13 Cable and Satellite Distribution Proceeding because “MGC failed to produce documentary evidence of its authority to represent the claimant.”<sup>69</sup> The Judges have ruled that “in the absence of any new evidence” they are obligated “to apply the findings and conclusions set forth in [prior Orders] in the present proceeding, *when the relevant facts in both proceedings are the same.*”<sup>70</sup> In the Opposition, MC argues, without citing to any authority, that because MPA lost its challenge to MC’s authority to represent this claimant in the 2004-2009 Cable and 1999-2009 Satellite Phase II proceeding,<sup>71</sup> MPA must now present “new evidence” to refute that historical determination of the Judges. MC’s argument is baseless. Instead, the burden is on MC to produce documents that demonstrate that the Judges should reach a different determination in this proceeding than they reached in the 2010-13 Cable and Satellite Distribution Phase Proceeding. Moreover, as explained in the Motion,<sup>72</sup> MPA has also sought to dismiss this claimant because MC produced an Acknowledgement confirming MC’s representation for the 2001-2009 cable and satellite royalty years only, and such documentation is insufficient to establish that MC still has authority to represent the claimant as to the 2015-17 cable and satellite royalty years. MC has not established that it is authorized to represent this claimant in these proceedings.

4. ***Tremendous Entertainment***: MC argues that because the Judges previously allowed MC’s claim in the 2010-2013 proceeding, the Judges should allow it again in these proceedings. However, MC concedes that it failed to produce “a substantial number [of]

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<sup>69</sup> October 23, 2017 Order, Appendix A, at 59-62.

<sup>70</sup> March 13, 2015 Order at 29 (emphasis added).

<sup>71</sup> Opposition at 44-45.

<sup>72</sup> MPA Motion at 24.

documents substantiating MGC's authorization and program claims" for this claimant.<sup>73</sup> MC may not enjoy the benefit of prior ruling where it has not satisfied its burden to produce sufficient documents in these proceedings which would tend to support its claim of representational authority of this claimant.<sup>74</sup> MC's attempt to extend its Acknowledgment to the 2015-2017 cable and satellite royalty years that on its face explicitly limits MC's engagement to the 2010-2013 cable and satellite royalty years should also be rejected.

**5. *Five Star Productions; InCA Productions; Knight Enterprises; Lawrence Welk Syndication; Mojo Brands Media, LLC, pka Acme Communications, Inc.:*** MC has failed to identify any evidence supporting representation for these claimants specifically for the 2015-17 royalty years. MC's attempt to extend Acknowledgments from past proceedings to the 2014-2017 cable and satellite royalty years (that on their face limit MC's engagement to either the 2010-2013 or the 1999-2009 cable and satellite royalty years) is unsupported. Moreover, as discussed above, the Judges have ruled that acknowledgments expressly limited to prior royalty years are inadequate to show representation for the royalty years at issues in these proceedings.<sup>75</sup> The Judges should reject MC's attempt to extend its representation of these claimants to the 2015-2017 cable and satellite royalty years absent some documentation to support the claimant authorized such an extension.

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<sup>73</sup> Opposition at 61-62.

<sup>74</sup> See October 23, 2017 at 29, 34 ("MGC cannot rely on the Judges' decision in another proceeding on a different evidentiary record to demonstrate its authority to represent this claimant. In the absence of any record evidence in these proceedings to support MGC's claim to represent Whidbey, the Judges must dismiss this claimant.").

<sup>75</sup> October 23, 2017 Order at 31.



### **III. MC Has Not Demonstrated That The Programs Challenged By MPA Are Eligible And Correctly Categorized.**

#### **A. MC Admits That It Violated The Judges' January 10 Order By Claiming Multiple Programs In More Than One Allocation Phase Category.**

MC does not deny that the Judges' January 10 Order stated, clearly and unambiguously, that the parties' claims-related discovery disclosures in these proceedings "must not include duplicate claims or claims for a single program in more than one category."<sup>76</sup> MC also does not deny that it has cross-claimed multiple programs in more than one Allocation Phase category in these proceedings, in violation of the Judges' clear directions in the January 10 Order. Instead, MC argues at length that the Judges' January 10 Order should not be interpreted as it was written,<sup>77</sup> and instead should be interpreted in a way that would permit MC to avoid doing *any* due diligence regarding the works that it is claiming in these proceedings in order to determine the correct Allocation Phase category in which to assert the claims, and instead, allow MC to simply cross-claim the works in multiple categories and shift the burden to category representatives, like MPA, to expend limited time and resources to sort out the wheat from the chaff.<sup>78</sup> MC's position is not only inconsistent with the plain language of the January 10 Order, it is untenable.

The burden must fall on MC to determine the correct Allocation Phase category for each of its claimed works in these proceedings. When it became clear that MC was cross-claiming a significant number of works in both the Program Suppliers and the Canadian Claimant Group ("CCG") categories in violation of the January 10 Order, MPA sought documents in discovery from MC that would establish that these works were properly claimed in both categories.

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<sup>76</sup> See January 10 Order at 3.

<sup>77</sup> If MC believed that the January 10 Order was unclear, or ambiguous, it could have filed a motion with the Judges seeking clarification of their ruling. However, MC filed no such motion.

<sup>78</sup> See Opposition at 62-65.

However, MC refused to produce any additional documents. The language of MPA's follow up discovery request and MC's response, is as follows:

8. Produce documents supporting MC's claim that certain titles in MC Represented Programs (w translations) (1).xlsx should be categorized in both the Program Suppliers and the Canadian Claimant Group categories.

**Response to Follow-Up Request no. 8:** Subject to the General Objections, MC does not specifically object to the request. Notwithstanding, documents previously produced by MC in these proceedings demonstrate those instances in which certain titles in MC Represented Programs (w translations) (1).xlsx should be categorized in both the Program Suppliers and the Canadian Claimant Group categories. No further documents will be produced.<sup>79</sup>

To be clear, MC has not produced *any* information in discovery in these proceedings that would allow MPA to determine whether the 1,406 works that MC is cross-claiming in these proceedings should fall in the Program Suppliers category, or the CCG category.<sup>80</sup> MC has also failed to attach any information to its Opposition that would shed light on this issue. Accordingly, not only has MC violated the Judges' January 10 Order by cross-claiming these works, it has also failed to meet its burden of demonstrating that the works are properly categorized in both the Program Suppliers category and the CCG category.<sup>81</sup>

Unable to actually produce documents that would support its decision to cross-claim 1,406 programs in two different Allocation Phase categories, MC resorts to attacking MPA.

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<sup>79</sup> See Second Plovnick Declaration at ¶¶ 10-11, Exs. 6-7. Notably, MC served these responses to follow up discovery requests on MPA on March 8, 2022, more than a week *after* MC and CCG filed a notice indicating that they had settled their Distribution Phase controversies in these proceedings. See Joint Notice of Settlement of Controversy, Docket No. 16-CRB-009-CD at 1 (February 25, 2022).

<sup>80</sup> See Second Plovnick Declaration at ¶ 12.

<sup>81</sup> MC has also failed to produce any information in these proceedings clarifying which works it is claiming in cable versus satellite for any of the 2015-17 royalty years, and has instead simply dumped all its claimed works for both cable and satellite into a single Microsoft Excel Worksheet. See MPA Motion, Plovnick Declaration at Exhibit C.

MC suggests (falsely) that it is only cross-claiming 1,401 works in both the Program Suppliers category and the CCG category in these proceedings, and that MPA is “attempting to sneak in a dismissal of an additional five programs” by asserting that 1,406 MC works have been cross claimed.<sup>82</sup> MC also argues that MPA’s Motion is “academic” because MC prepared its list of claimed programs prior to its settlement with CCG on February 25, 2022, and that after that date “it was no longer possible to assert claims in the Canadian Claimants category because all unresolved disputes had been resolved.”<sup>83</sup> These claims are specious.

MC forgets that it produced a revised version of the Microsoft Excel spreadsheet containing its claimants and claimed works for these proceedings to the parties in these proceedings on March 11, 2022 (*after* its February 25, 2022 settlement with CCG), entitled MC Represented Programs (w translations)(REVISED 03.11.22).xlsx. As MC’s counsel explained in a cover letter accompanying its production, MC revised the file to move 5 programs from the Joint Sports Claimants category to the Program Suppliers category. All five of those programs were included in the worksheet MC Represented Programs (w translations)(REVISED 03.11.22).xlsx with the category designation “PS/CC,” and MC *maintained* the “PS/CC” designation on its spreadsheet for *all* of the works that it had previously cross-claimed—for a grand total of 1,406 cross-claimed works.<sup>84</sup> Moreover, MC produced the file MC Represented Programs (w translations)(REVISED 03.11.22).xlsx in discovery to MPA its native Microsoft Excel format, so it surely has access to the file in its native form—despite its suggestions to the contrary in the Opposition.<sup>85</sup>

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<sup>82</sup> Opposition at 67.

<sup>83</sup> Opposition at 66.

<sup>84</sup> See Second Plovnick Declaration at ¶¶ 13-14, Ex. 8.

<sup>85</sup> See Opposition at 67 (incorrectly suggesting MPA failed to produce a Microsoft Excel copy of MC Represented Programs (w translations)(REVISED 03.11.22).xlsx to MC, when that document was, in fact, produced by MC to MPA on March 11, 2022). Compare Second Plovnick Declaration at ¶ 15.

It is clear that MC continues to cross-claim 1,406 programs in both the Program Suppliers and the CCG categories, in violation of the Judges' January 10 Order. It is also clear that MC has failed to meet its burden to produce evidence demonstrating that these programs are properly asserted in both categories. Accordingly, MPA's Motion must be granted, and the cross-claimed programs must be dismissed.<sup>86</sup> In order to assist the Judges, MPA has included a separate list identifying the 1,406 programs that MC cross-claimed in both the Program Suppliers and CCG categories as Appendix B to this Reply.

**B. MC Has Produced No Evidence Demonstrating That Any Of The MC-Claimed Works MPA Challenged As Ineligible Were Actually Retransmitted By Cable Or Satellite Operators During 2015-17.**

As the Judges know, only programs that aired on broadcast stations that were distantly retransmitted by cable operators and/or satellite carriers are eligible to receive statutory license royalties in these proceedings.<sup>87</sup> Accordingly, eligibility to receive statutory license royalties relates directly, and is a necessary predicate, to claims validity. MPA's expert economist, Dr. Jeffrey Gray, reviewed a significant amount of programming data for stations that were distantly retransmitted by cable operators and satellite carriers, and was unable to find *any* evidence that the vast majority of the works being claimed by MC in these proceedings were distantly retransmitted by cable operators or satellite carriers during the 2015-17 royalty years *at all*.<sup>88</sup> Dr. Gray also found that 49 MC represented claimants had no eligible works *at all* during the 2015-17 royalty years, in any program category.<sup>89</sup> Accordingly, MPA has moved to dismiss these MC programs

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<sup>86</sup> As stated in the Motion, MPA defers to the Judges regarding whether these 1,406 MC cross-claimed programs should be dismissed from these proceedings in their entirety, or removed from the Program Suppliers category and recategorized as programs that can be claimed only in the CCG category. *See* MPA Motion at 30-31.

<sup>87</sup> *See* 17 U.S.C. §§ 111(d)(3)-(4) and §§ 119(b)(4)-(5).

<sup>88</sup> *See* MPA Motion, Declaration of Dr. Jeffrey S. Gray at ¶¶ 5(a)-(f), ¶ 6, and Exs. B and C.

<sup>89</sup> *See* MPA Motion, Declaration of Dr. Jeffrey S. Gray at ¶ 6 and Ex. C.

and claimants because they are ineligible to receive royalties under Section 111 and 119 of the Copyright Act.

The Judges have made it clear that where a party, like MC, is not entitled to the benefit of a presumption of validity and another claimant produces evidence challenging the validity of one of its claims, then MC “bears the burden of producing evidence to prove the validity of that claim by a preponderance of the evidence.”<sup>90</sup> Here, MPA has submitted Dr. Gray’s Declaration explaining the analysis he undertook to vet the MC-claimed titles to determine whether they were eligible to receive statutory license royalties under the Copyright Act, the station data he reviewed, and his conclusions regarding which MC-claimed works were ineligible to receive royalties because they were not distantly retransmitted *at all* during the royalty years at issue in this proceeding, as to each of the 2015-17 cable and satellite royalty years.<sup>91</sup> In response, MC has failed to produce *any* evidence, either in discovery, or in connection with its Opposition, demonstrating that *even one* of the programs that Dr. Gray found were not distantly retransmitted by CSOs and SSOs were actually eligible to receive royalties in these proceedings. In short, MC has taken no steps to produce evidence challenging the conclusions reached by Dr. Gray, and, as a result, has not met its burden to produce evidence demonstrating that the MC-claimed programs identified by Dr. Gray are actually eligible to receive statutory license royalties in these proceedings.

Instead, MC argues that it “has not been able to validate” the information reviewed by Dr. Gray, and that MC should not be required to produce “broadcast data” in discovery at this point in

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<sup>90</sup> See June 18, 2014 Order at 9.

<sup>91</sup> See MPA Motion, Ex. D and Declaration of Jeffrey S. Gray at ¶¶ 5(a)-(f) and ¶ 6, and Exs. A-C.

the proceedings.<sup>92</sup> But MPA has not suggested that MC (or any party) was required to produce broadcast data underlying its royalty distribution methodology as a part of its discovery production during the claims' validity phase of these proceedings. However, as a part of the MPA Motion, MPA has presented evidence challenging the eligibility of a significant number of MC's claimed programs through Dr. Gray's Declaration. Once that evidence is presented, because MC's claims are not entitled to a presumption of validity in these proceedings, the burden shifts to MC to produce evidence demonstrating that the claims that MPA has challenged are valid.<sup>93</sup> MC has failed to provide *any* evidence that *any* of the programs that Dr. Gray identified are actually eligible to receive royalties in these proceedings as a part of its Opposition. Accordingly, the Judges must dismiss each of the MC-claimed programs identified on Exhibit C to the MPA Motion from MC's claim in these proceedings, and must also dismiss each of the MC claimants identified on Exhibit D to the MPA Motion.

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<sup>92</sup> Opposition at 68-70. MC's failure to vet its list of represented programs in order to ensure that it only includes claims for eligible works creates a false impression to the parties (and the Judges) that MC's claims are much more significant than they actually are once ineligible programs are excluded. Indeed, the fact that MC's claims have not been vetted and are wildly overstated is especially important at this stage of the proceedings, given that MC has made arguments about the size of its purported royalty claims in these proceedings as a basis for objecting to motions for further distribution filed by the Allocation Phase Parties. *See, e.g.,* Multigroup Claimants' Response To Notice Requesting Comments, And Opposition To Motion For Partial Distribution Of 2015-17 Satellite Royalties, Docket No. 16-CRB-0010-SD (2014-17) at 2 (April 13, 2022).

<sup>93</sup> *See, e.g.,* June 18, 2014 Order at 9.

**C. MC Does Not Deny That Many Of Its Claimed Programs Were Miscategorized, And Cannot Be Claimed In The Program Suppliers Category.**

Dr. Gray also identified 84 MC-claimed works in 2015, 67 in 2016, and 50 in 2017 which did air on a broadcast station that was distantly retransmitted by cable or satellite operators during the royalty years in question, but do not fall in the Program Suppliers category based on the data that Dr. Gray analyzed.<sup>94</sup> These miscategorized MC-claimed works, and the Allocation Phase program category that they should have been placed in, are identified in Exhibit E to the MPA Motion.<sup>95</sup> MC has not responded to this argument in its Opposition, and therefore appears to be conceding that the programs identified on Exhibit E to the MPA Motion (as corrected) are miscategorized, and do not fall in the Program Suppliers category. Accordingly, MPA asks that the Judges dismiss all of the MC-claimed works identified on Exhibit E to the MPA Motion from the Program Suppliers category in these proceedings.<sup>96</sup>

**IV. Conclusion**

For all of the foregoing reasons, the MPA Motion should be granted in its entirety.

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<sup>94</sup> See MPA Motion at 34 and Ex. E; Gray Declaration at ¶¶ 5(b), (d), and (f), and ¶ 6, and Exhibit C.

<sup>95</sup> MPA filed a corrected version of Exhibit E with the Judges on May 23, 2022. See Notice Of Correction To MPA Motion For Disallowance Of Claims Made By Multigroup Claimants, Docket Nos. 16-CRB-0009-CD (2014-17) and 16-CRB-0010-SD (2014-17) at Attachment A (May 23, 2022).

<sup>96</sup> As stated in the Motion, MPA defers to the Judges regarding whether it is more appropriate to dismiss these miscategorized programs altogether, or to recategorize them into a different Allocation Phase category. See MPA Motion at 34 and n.126.

Respectfully submitted,

/s/ Gregory O. Olaniran

Gregory O. Olaniran

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Dated: June 17, 2022



**CERTIFICATE OF SERVICE**

I certify that on June 17, 2022, I caused a copy of the foregoing to be served on all parties registered to receive notice by eCRB by filing through the eCRB filing system.

*/s/ Lucy Holmes Plovnick* \_\_\_\_\_  
Lucy Holmes Plovnick

## **APPENDIX A**

## APPENDIX A

MC PROGRAM	MC CLAIMANT	YEAR(S) NOT INCLUDED ON MC'S CABLE AND SATELLITE CLAIMS	YEAR(S) NOT INCLUDED ON MC'S CABLE AND SATELLITE PTPS
Profiles	Atlantic Film Partners cka Baker Street Media Holdings	2015	2015
Three Blind Mice	Atlantic Film Partners cka Baker Street Media Holdings	2015	2015
Wilderness	Atlantic Film Partners cka Baker Street Media Holdings	2015	2015
Great Canadian Food	Knight Enterprises	2015	2015
The Great Canadian Food Show	Knight Enterprises	2015	2015
The City	Sarrazin Couture Productions	2015, 2016, 2017	2015, 2016, 2017
James Dean	Splendid Film GmbH	2016, 2017	2015, 2016, 2017
Victoria & Albert	Splendid Film GmbH	2016, 2017	2015, 2016, 2017
Cruisin' TV	Thump Records, Inc.	2015	2015
Cruizin TV	Thump Records, Inc.	2015	2015
Thump	Thump Records, Inc.	2015	2015

## **APPENDIX B**

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Profiles		PS/CC	Atlantic Film Partners cka Baker Street Media Holdings
Three Blind Mice		PS/CC	Atlantic Film Partners cka Baker Street Media Holdings
Wilderness		PS/CC	Atlantic Film Partners cka Baker Street Media Holdings
A la mexicana ( R )	Mexican Style	PS/CC	Azteca International Corp. obo TV Azteca
Taxi Libre ( R )	Free Taxi	PS/CC	Azteca International Corp. obo TV Azteca
¡Ay Caramba!	Oh No!	PS/CC	Azteca International Corp. obo TV Azteca
¿Te la sabes cántala?	Do you know it? Sing it.	PS/CC	Azteca International Corp. obo TV Azteca
50 super goles La liga clausura 2008	50 Super Goals of the Clausura League 2008	PS/CC	Azteca International Corp. obo TV Azteca
A Cada Quien su Santo	To each his Saint	PS/CC	Azteca International Corp. obo TV Azteca
A la mexicana	Mexican Style	PS/CC	Azteca International Corp. obo TV Azteca
A la mexicana rep	Mexican Style Rep	PS/CC	Azteca International Corp. obo TV Azteca
Academia 2011	Academy 2011	PS/CC	Azteca International Corp. obo TV Azteca
Adrenalina Deportiva	Sports Adrenaline	PS/CC	Azteca International Corp. obo TV Azteca
Al caer la noche	At Nightfall	PS/CC	Azteca International Corp. obo TV Azteca
Al extremo	To the extreme	PS/CC	Azteca International Corp. obo TV Azteca
Al Extremo "Fin de Semana"	To the extreme "Weekend"	PS/CC	Azteca International Corp. obo TV Azteca
Al Extremo Edición Especial	To the extreme Special Edition	PS/CC	Azteca International Corp. obo TV Azteca
Al Extremo Extra	To the extreme extra	PS/CC	Azteca International Corp. obo TV Azteca
Al Extremo Extra Fin de Semana	To the extreme extra weekend	PS/CC	Azteca International Corp. obo TV Azteca
Al extremo fin de semana	To the extreme weekend	PS/CC	Azteca International Corp. obo TV Azteca
Al extremo fin de semana rep	To the extreme weekend	PS/CC	Azteca International Corp. obo TV Azteca
Al extremo rep	To the extreme	PS/CC	Azteca International Corp. obo TV Azteca
Al Mexicana	Mexican Style	PS/CC	Azteca International Corp. obo TV Azteca
Alfombra Naranja	Orange Carpet	PS/CC	Azteca International Corp. obo TV Azteca
Amanecer Carioca	Carioca Sunrise	PS/CC	Azteca International Corp. obo TV Azteca
Amores de la patada	Kick Sweethearts	PS/CC	Azteca International Corp. obo TV Azteca
Análisis de liguilla	League Analysis	PS/CC	Azteca International Corp. obo TV Azteca
Animal nocturno	Nocturnal Animal	PS/CC	Azteca International Corp. obo TV Azteca
Antesala deportiva	Sports Prelude	PS/CC	Azteca International Corp. obo TV Azteca
Antesala Deportiva rep	Sports Prelude	PS/CC	Azteca International Corp. obo TV Azteca
Antesala Futbolística	Football (Soccer) Prelude	PS/CC	Azteca International Corp. obo TV Azteca
Antesala rep	Prelude	PS/CC	Azteca International Corp. obo TV Azteca
Anuario Ventaneando	Yearbook Windowing	PS/CC	Azteca International Corp. obo TV Azteca
Asesinos	Killers	PS/CC	Azteca International Corp. obo TV Azteca
Asesinos Seriales	Serial Killers	PS/CC	Azteca International Corp. obo TV Azteca
Asesinos Seriales ( R )	Serial Killers	PS/CC	Azteca International Corp. obo TV Azteca
Asgaard	Asgaard	PS/CC	Azteca International Corp. obo TV Azteca
Asgaard	Asgaard	PS/CC	Azteca International Corp. obo TV Azteca
Asgaard nueva temporada	Asgaard New Season	PS/CC	Azteca International Corp. obo TV Azteca
Asignación especial	Special Assignment	PS/CC	Azteca International Corp. obo TV Azteca
Asignación especial rep	Special Assignment	PS/CC	Azteca International Corp. obo TV Azteca
Ay caramba	Oh No	PS/CC	Azteca International Corp. obo TV Azteca
Ay Caramba rep	Oh No rep	PS/CC	Azteca International Corp. obo TV Azteca
Ay Caramba Taxi Libre ( R )	Oh No Free Taxi	PS/CC	Azteca International Corp. obo TV Azteca
Ay Carmba	Oh No	PS/CC	Azteca International Corp. obo TV Azteca
Azteca music	Azteca Music	PS/CC	Azteca International Corp. obo TV Azteca
Azul tequila	Azul "Blue" Tequila	PS/CC	Azteca International Corp. obo TV Azteca
Azul tequila rep	Azul "Blue" Tequila	PS/CC	Azteca International Corp. obo TV Azteca
Bellezas indomable	Unruly Beauties	PS/CC	Azteca International Corp. obo TV Azteca
Bellezas indomable rep	Unruly Beauties	PS/CC	Azteca International Corp. obo TV Azteca
Bienvenido 2008 Tv especial Especial	Welcome 2008 TV Special Special	PS/CC	Azteca International Corp. obo TV Azteca
Boda Real	Royal Wedding	PS/CC	Azteca International Corp. obo TV Azteca
Boda Real Kate Middleton	Royal Wedding Kate Middleton	PS/CC	Azteca International Corp. obo TV Azteca
Bucaneros	Bucaneers	PS/CC	Azteca International Corp. obo TV Azteca
Buenas Noches America con Fernando Arau	Good Night America with Fernando Arau	PS/CC	Azteca International Corp. obo TV Azteca
Cambio de Vida	Life Change	PS/CC	Azteca International Corp. obo TV Azteca
Cambio de Vida	Life Change	PS/CC	Azteca International Corp. obo TV Azteca
Cambio de Vida	Life Change	PS/CC	Azteca International Corp. obo TV Azteca
CAMBIO DE VIDA	LIFE CHANGE	PS/CC	Azteca International Corp. obo TV Azteca
Cambio de vida	Life Change	PS/CC	Azteca International Corp. obo TV Azteca
Cambio de Vida ( R )	Life Change	PS/CC	Azteca International Corp. obo TV Azteca
CAMBIO DE VIDA ( R )	LIFE CHANGE	PS/CC	Azteca International Corp. obo TV Azteca
Cambio de vida rep	Life Change	PS/CC	Azteca International Corp. obo TV Azteca

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Camino a la fama	Road to Fame	PS/CC	Azteca International Corp. obo TV Azteca
Camino a la fama rep	Road to Fame	PS/CC	Azteca International Corp. obo TV Azteca
Campeón Azteca	Azteca Champion	PS/CC	Azteca International Corp. obo TV Azteca
Casting parte 2 La Academia	Casting Part 2 of the Academy	PS/CC	Azteca International Corp. obo TV Azteca
Casting parte 3 La Academia	Casting Part 3 of the Academy	PS/CC	Azteca International Corp. obo TV Azteca
casting parte 4 La Academia	Casting Part 4 of the Academy	PS/CC	Azteca International Corp. obo TV Azteca
Casting parte1 La Academia	Casting Part 1 of the Academy	PS/CC	Azteca International Corp. obo TV Azteca
Catalina y Sebastián	Catalina and Sebastian	PS/CC	Azteca International Corp. obo TV Azteca
Catalina y Sebastián rep	Catalina and Sebastian rep	PS/CC	Azteca International Corp. obo TV Azteca
Cielo Rojo	Red Sky	PS/CC	Azteca International Corp. obo TV Azteca
Cielo Rojo	Red Sky	PS/CC	Azteca International Corp. obo TV Azteca
Cine Espectacular del Sabado	Spectacular Cinema of Saturday	PS/CC	Azteca International Corp. obo TV Azteca
Cobertura especial Beatificación	Special Coverage of Beautification	PS/CC	Azteca International Corp. obo TV Azteca
Con un nudo en la garganta	With a lump in the throat	PS/CC	Azteca International Corp. obo TV Azteca
Con un nudo en la garganta rep	With a lump in the throat	PS/CC	Azteca International Corp. obo TV Azteca
Conexión	Connection	PS/CC	Azteca International Corp. obo TV Azteca
Confesiones del más allá	Confessions from beyond	PS/CC	Azteca International Corp. obo TV Azteca
Corazón en Condominio	Heart in the Condominium	PS/CC	Azteca International Corp. obo TV Azteca
Corazón Grupero	Grupero Love	PS/CC	Azteca International Corp. obo TV Azteca
Cosas de la Vida	Things of Life	PS/CC	Azteca International Corp. obo TV Azteca
Crónicas de un campeón "Santos"	Chronicles of a champion "Santos"	PS/CC	Azteca International Corp. obo TV Azteca
Cruz azul de final a final	Blue cross from end to end	PS/CC	Azteca International Corp. obo TV Azteca
Cuando Seas Mía	When you will be mine	PS/CC	Azteca International Corp. obo TV Azteca
Cuéntame tu Historia con Martha Susana	Tell me your story with Martha Susana	PS/CC	Azteca International Corp. obo TV Azteca
Cybercuates	Cyber Mates	PS/CC	Azteca International Corp. obo TV Azteca
De Campana en Campana	From Bell to Bell	PS/CC	Azteca International Corp. obo TV Azteca
De cara a la apertura 2011	Looking ahead to the 2011 opening	PS/CC	Azteca International Corp. obo TV Azteca
Del archivo de Pati Chapoy	From Pati Chapoy's archive	PS/CC	Azteca International Corp. obo TV Azteca
Demente	Crazy	PS/CC	Azteca International Corp. obo TV Azteca
Deporte Caliente	Hot Sport	PS/CC	Azteca International Corp. obo TV Azteca
Deportips	Deportips "Sports Tips"	PS/CC	Azteca International Corp. obo TV Azteca
Deportv	Deportv "Sports TV"	PS/CC	Azteca International Corp. obo TV Azteca
Deportv America	Deportv "Sports TV" America	PS/CC	Azteca International Corp. obo TV Azteca
Deportv América	Deportv "Sports TV" America	PS/CC	Azteca International Corp. obo TV Azteca
Deportv America rep	Deportv "Sports TV" America rep	PS/CC	Azteca International Corp. obo TV Azteca
Desfile Conmemorativo 150 años de la batalla de Puebla	Commemorative Parade for 150 years since the battle of Puebla	PS/CC	Azteca International Corp. obo TV Azteca
Destino	Destination	PS/CC	Azteca International Corp. obo TV Azteca
Detrás de Segunda Oportunidad	Behind Second Chance	PS/CC	Azteca International Corp. obo TV Azteca
Difícil de Creer	Hard to believe	PS/CC	Azteca International Corp. obo TV Azteca
Difícil de creer	Hard to believe	PS/CC	Azteca International Corp. obo TV Azteca
Difícil de creer ( R )	Hard to believe	PS/CC	Azteca International Corp. obo TV Azteca
Difícil de creer fin de semana	Hard to believe weekend	PS/CC	Azteca International Corp. obo TV Azteca
Difícil de creer rep	Hard to believe	PS/CC	Azteca International Corp. obo TV Azteca
Difícil de creer rep	Hard to believe	PS/CC	Azteca International Corp. obo TV Azteca
Drenaje Profundo	Deep Drainage	PS/CC	Azteca International Corp. obo TV Azteca
Echale Primo	Do it Brother	PS/CC	Azteca International Corp. obo TV Azteca
El asesino	The Killer	PS/CC	Azteca International Corp. obo TV Azteca
El asesino rep	The Killer	PS/CC	Azteca International Corp. obo TV Azteca
El campeón	The Champion	PS/CC	Azteca International Corp. obo TV Azteca
El Coffee Break	The Coffee Break	PS/CC	Azteca International Corp. obo TV Azteca
EL Cofi Breik	The Coffee Break	PS/CC	Azteca International Corp. obo TV Azteca
El gran desafío	The Great Challenge	PS/CC	Azteca International Corp. obo TV Azteca
El Grito	The Scream	PS/CC	Azteca International Corp. obo TV Azteca
El Grito (15 de Septiembre)	The Scream (September 15)	PS/CC	Azteca International Corp. obo TV Azteca
El milagro de los santos	The miracle of the saints	PS/CC	Azteca International Corp. obo TV Azteca
El milagro de los Santos	The miracle of the Saints	PS/CC	Azteca International Corp. obo TV Azteca
El Milagro de los Santos	The miracle of the Saints	PS/CC	Azteca International Corp. obo TV Azteca
El milagro de los Santos	The miracle of the Saints	PS/CC	Azteca International Corp. obo TV Azteca

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
El milagro de los Santos ( R )	The miracle of the saints	PS/CC	Azteca International Corp. obo TV Azteca
El Milagro de los Santos ( R )	The miracle of the saints	PS/CC	Azteca International Corp. obo TV Azteca
El milagro de los Santos rep	The miracle of the Saints	PS/CC	Azteca International Corp. obo TV Azteca
El Pelado de la Noche	The Peel of the Night	PS/CC	Azteca International Corp. obo TV Azteca
El que no cae resbala	He who does not fall slips	PS/CC	Azteca International Corp. obo TV Azteca
El que no cae resbala	He who does not fall slips	PS/CC	Azteca International Corp. obo TV Azteca
El que no cae resbala "Edición dominical"	He who does not fall slips "Sunday Edition"	PS/CC	Azteca International Corp. obo TV Azteca
El que no cae resbala "Edición dominical" rep	He who does not fall slips "Sunday Edition" rep	PS/CC	Azteca International Corp. obo TV Azteca
El que no cae resbala Edición Dominical	He who does not fall slips Sunday Edition	PS/CC	Azteca International Corp. obo TV Azteca
El que no cae resbala Edición Dominical rep	He who does not fall slips Sunday Edition	PS/CC	Azteca International Corp. obo TV Azteca
El que no cae resbala rep	He who does not fall slips	PS/CC	Azteca International Corp. obo TV Azteca
El show de Niurka 2009	The Niurka show 2009	PS/CC	Azteca International Corp. obo TV Azteca
Ella es Niurka	She is Niurka	PS/CC	Azteca International Corp. obo TV Azteca
Ellos vs Ellas	Them (men) vs. Them (women)	PS/CC	Azteca International Corp. obo TV Azteca
Emperatriz	Empress	PS/CC	Azteca International Corp. obo TV Azteca
En contexto	In Context	PS/CC	Azteca International Corp. obo TV Azteca
Entre nos	Between Us	PS/CC	Azteca International Corp. obo TV Azteca
Entre tres	Between Three	PS/CC	Azteca International Corp. obo TV Azteca
Entre tres	Between Three	PS/CC	Azteca International Corp. obo TV Azteca
Entrevista con Sarmiento	Interview with Sarmiento	PS/CC	Azteca International Corp. obo TV Azteca
Escándalos de cosas de la vida	Scandals of things in life	PS/CC	Azteca International Corp. obo TV Azteca
Escándalos de cosas de la vida rep	Scandals of things in life	PS/CC	Azteca International Corp. obo TV Azteca
Escandalos Gruperos	Grupero Scandals	PS/CC	Azteca International Corp. obo TV Azteca
Escándalos y tragedias del deporte	Sports Scandals and Tragedies	PS/CC	Azteca International Corp. obo TV Azteca
Especial detrás de cámaras El gran desafío	Special - behind the cameras of The great challenge	PS/CC	Azteca International Corp. obo TV Azteca
Especial - Julio Preciado	Special - Julio Preciado	PS/CC	Azteca International Corp. obo TV Azteca
Especial Ventaneando	Special - Windowing	PS/CC	Azteca International Corp. obo TV Azteca
Especial 10 años en la Oscuridad	Special - 10 years in the Dark	PS/CC	Azteca International Corp. obo TV Azteca
Especial 12 Campanadas	Special - 12 Chimes	PS/CC	Azteca International Corp. obo TV Azteca
Especial 12 Canpanadas	Special - 12 Chimes	PS/CC	Azteca International Corp. obo TV Azteca
Especial 14 de febrero - Amores de Alto Riesgo	Special February 14 - High Risk Loves	PS/CC	Azteca International Corp. obo TV Azteca
Especial 15 de Septiembre "Estamos con México" Estamos Contigo	Special September 15 "We are with Mexico" We are with you	PS/CC	Azteca International Corp. obo TV Azteca
Especial Academia Kids	Special - Academy Kids	PS/CC	Azteca International Corp. obo TV Azteca
Especial Al Extremo	Special - To the Extreme	PS/CC	Azteca International Corp. obo TV Azteca
Especial Al Extremo 2009	Special - To the Extreme 2009	PS/CC	Azteca International Corp. obo TV Azteca
Especial Al Extremo 2013	Special - To the Extreme 2013	PS/CC	Azteca International Corp. obo TV Azteca
Especial Al Extremo Inocencia Ultrajada	Special - To the Extreme Outraged Innocence	PS/CC	Azteca International Corp. obo TV Azteca
Especial Alejandra Guzmán	Special - Alejandra Guzmán	PS/CC	Azteca International Corp. obo TV Azteca
Especial Alejandro Fernández	Special - Alejandro Fernández	PS/CC	Azteca International Corp. obo TV Azteca
Especial Alfombra roja El gran desafío	Special - Red carpet for The great challenge	PS/CC	Azteca International Corp. obo TV Azteca
Especial Alto Riesgo	Special - High Risk	PS/CC	Azteca International Corp. obo TV Azteca
Especial América Campeón	Special - America Champion	PS/CC	Azteca International Corp. obo TV Azteca
Especial Análisis de la Liguilla	Special - Analysis of the League	PS/CC	Azteca International Corp. obo TV Azteca
Especial Análisis La Liguilla	Special - Analysis of the League	PS/CC	Azteca International Corp. obo TV Azteca
Especial Anuario Ventaneando	Special - Yearbook Windowing	PS/CC	Azteca International Corp. obo TV Azteca
Especial Archivos Secretos Jenni Rivera 1	Special - Secret Files Jenni Rivera 1	PS/CC	Azteca International Corp. obo TV Azteca
Especial Archivos Secretos Jenni Rivera 2	Special - Secret Files Jenni Rivera 2	PS/CC	Azteca International Corp. obo TV Azteca
Especial Asesinos Seriales parte 1	Special - Serial Killers Part 1	PS/CC	Azteca International Corp. obo TV Azteca

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MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Especial Asesinos Seriales parte 2	Special - Serial Killers Part 2	PS/CC	Azteca International Corp. obo TV Azteca
Especial Azteca Music 1	Special - Azteca Music 1	PS/CC	Azteca International Corp. obo TV Azteca
Especial Azteca Music 2	Special - Azteca Music 2	PS/CC	Azteca International Corp. obo TV Azteca
Especial Azteca Music 3	Special - Azteca Music 3	PS/CC	Azteca International Corp. obo TV Azteca
Especial Azteca Music 4	Special - Azteca Music 4	PS/CC	Azteca International Corp. obo TV Azteca
Especial Benedicto XVI... Fin de un viaje	Special - Benedict XVI... End of a trip	PS/CC	Azteca International Corp. obo TV Azteca
Especial Box Azteca 2010	Special - Azteca Boxing 2010	PS/CC	Azteca International Corp. obo TV Azteca
Especial calendario Niurka 2009	Special - Niurka Calendar 2009	PS/CC	Azteca International Corp. obo TV Azteca
Especial Camino a Sudafrica	Special - Road to South Africa	PS/CC	Azteca International Corp. obo TV Azteca
Especial Campeón 2010	Special - Champion 2010	PS/CC	Azteca International Corp. obo TV Azteca
Especial Cantándoles al amor	Special - Singing them to love	PS/CC	Azteca International Corp. obo TV Azteca
Especial Caso Monterrey	Special - Monterrey Case	PS/CC	Azteca International Corp. obo TV Azteca
Especial Caso Paulette parte 1	Special - Paulette Case Part 1	PS/CC	Azteca International Corp. obo TV Azteca
Especial Caso Paulette parte 2	Special - Paulette Case Part 2	PS/CC	Azteca International Corp. obo TV Azteca
Especial Catastrofe Japón	Special - Japan Catastrophe	PS/CC	Azteca International Corp. obo TV Azteca
Especial Celia Lora Homicidio Imprudencial	Special - Celia Lora Reckless Homicide	PS/CC	Azteca International Corp. obo TV Azteca
Especial Chile el gran rescate	Special - Chile the great rescue	PS/CC	Azteca International Corp. obo TV Azteca
Especial Convenciones	Special - Conventions	PS/CC	Azteca International Corp. obo TV Azteca
Especial Cosas de la Vida	Special - Things in Life	PS/CC	Azteca International Corp. obo TV Azteca
Especial crónica del campeón	Special - Champion Chronicle	PS/CC	Azteca International Corp. obo TV Azteca
Especial Dallas, Yarda 50	Special - Dallas, Yard 50	PS/CC	Azteca International Corp. obo TV Azteca
Especial del Altar a los juzgados	Special - Altar to the courts	PS/CC	Azteca International Corp. obo TV Azteca
Especial del Archivo de Pati Chapoy: Crónica de una reconciliación AB Quintanilla y Cruz Martínez	Special - From Pati Chapoy's Archive: Chronicle of a Reconciliation AB Quintanilla and Cruz Martinez	PS/CC	Azteca International Corp. obo TV Azteca
Especial del Archivo de Pati Chapoy: Ernesto Alonso , una herencia de Telenovela	Special - From Pati Chapoy's Archive: Ernesto Alonso, a Telenovela legacy	PS/CC	Azteca International Corp. obo TV Azteca
Especial del Archivo de Pati Chapoy: Joan Sebastian, dinastía trágica	Special - From Pati Chapoy's Archive: Joan Sebastian, Tragic Dynasty	PS/CC	Azteca International Corp. obo TV Azteca
Especial del Archivo de Pati Chapoy: Pablo Montero sobreviviendo así mismo	Special - From Pati Chapoy's Archive: Pablo Montero Surviving Himself	PS/CC	Azteca International Corp. obo TV Azteca
Especial del Archivo de Pati Chapoy: Ricky Martin el destape de un secreto	Special - From Pati Chapoy's Archive: Ricky Martin uncovering a secret	PS/CC	Azteca International Corp. obo TV Azteca
Especial Deportv	Special - Deportv "Sports TV"	PS/CC	Azteca International Corp. obo TV Azteca
Especial Deportv America	Special - Deportv "Sports TV" America	PS/CC	Azteca International Corp. obo TV Azteca
Especial Día de las Madres	Special - Mother's Day	PS/CC	Azteca International Corp. obo TV Azteca
Especial día del padre	Special - Father's day	PS/CC	Azteca International Corp. obo TV Azteca
Especial Día del padre	Special - Father's day	PS/CC	Azteca International Corp. obo TV Azteca
Especial Difícil de creer	Special - Hard to believe	PS/CC	Azteca International Corp. obo TV Azteca
Especial Difícil de Creer desde África	Special - Hard to believe from Africa	PS/CC	Azteca International Corp. obo TV Azteca
Especial Difícil de creer rep	Special - Hard to believe	PS/CC	Azteca International Corp. obo TV Azteca
Especial El Camino del Campeón	Special - The Road of the Champion	PS/CC	Azteca International Corp. obo TV Azteca
Especial El Campeón	Special - The Champion	PS/CC	Azteca International Corp. obo TV Azteca
Especial El campeón Apertura 2013	Special - The Champion Opening 2013	PS/CC	Azteca International Corp. obo TV Azteca
Especial El campeón Torneo de Apertura	Special - The Chamipion Tournament Opening	PS/CC	Azteca International Corp. obo TV Azteca
Especial el fenómeno de la academia	Special - the phenomenon of the academy	PS/CC	Azteca International Corp. obo TV Azteca
Especial El juego de la fuerza	Special - The game of strength	PS/CC	Azteca International Corp. obo TV Azteca
Especial El juego de las Estrellas	Special - The game of stars	PS/CC	Azteca International Corp. obo TV Azteca
Especial El juego del peligro	Special - The game of danger	PS/CC	Azteca International Corp. obo TV Azteca



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MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Especial El nuevo papa renovación de fe	Special - The new pope renewal of faith	PS/CC	Azteca International Corp. obo TV Azteca
Especial el show de Niurka	Special - the Niurka show	PS/CC	Azteca International Corp. obo TV Azteca
Especial Escandalos y Tragedias del Deporte	Special - Scandals and Sports Tragedies	PS/CC	Azteca International Corp. obo TV Azteca
Especial Espinoza Paz	Special - Espinoza Paz	PS/CC	Azteca International Corp. obo TV Azteca
Especial Eurocopa	Special - Eurocup	PS/CC	Azteca International Corp. obo TV Azteca
Especial Expediente Bin LaDEN	Special - Bin Laden File	PS/CC	Azteca International Corp. obo TV Azteca
Especial Expo México	Special - Mexican Expo	PS/CC	Azteca International Corp. obo TV Azteca
Especial Extranormal Día de Muertos	Special - Abnormal Day of the Dead	PS/CC	Azteca International Corp. obo TV Azteca
Especial Famosas al desnudo	Special - Nude Celebrities	PS/CC	Azteca International Corp. obo TV Azteca
Especial Fashion Gruperero	Special - Gruperero Fashion	PS/CC	Azteca International Corp. obo TV Azteca
Especial Festival Azteca Music Día de Muertos	Special - Azteca Festival Music Day of the Dead	PS/CC	Azteca International Corp. obo TV Azteca
Especial Goles Internacionales	Special - International Goals	PS/CC	Azteca International Corp. obo TV Azteca
Especial Gruperero	Special - Gruperero	PS/CC	Azteca International Corp. obo TV Azteca
Especial Gruperero ¡Que escándalo!	Special - Gruperero, what a scandal!	PS/CC	Azteca International Corp. obo TV Azteca
Especial Gruperero ¡Que escándalo! ( R )	Special - Gruperero, what a scandal! ( R )	PS/CC	Azteca International Corp. obo TV Azteca
Especial HE	Special - HE	PS/CC	Azteca International Corp. obo TV Azteca
Especial Héroes y villanos	Special - Heroes and Villains	PS/CC	Azteca International Corp. obo TV Azteca
Especial Historias de Terror de los Famosos	Special - Horror stories of celebrities	PS/CC	Azteca International Corp. obo TV Azteca
Especial Inés Sáenz, en la línea de golpeo	Special - Inés Sáenz, in the line of scrimmage	PS/CC	Azteca International Corp. obo TV Azteca
Especial Invitados academia 2011	Special - Guests Academy 2011	PS/CC	Azteca International Corp. obo TV Azteca
Especial Jenni Rivera en Historias Engarzadas parte 1	Special - Jenni Rivera in linked stories part 1	PS/CC	Azteca International Corp. obo TV Azteca
Especial Jenni Rivera, El Adiós a una Diva	Special - Jenni Rivera, The Farewell to a Diva	PS/CC	Azteca International Corp. obo TV Azteca
Especial Joan Sebastian	Special - Joan Sebastian	PS/CC	Azteca International Corp. obo TV Azteca
Especial Joyas Gruperas	Special - Gruperero Jewels	PS/CC	Azteca International Corp. obo TV Azteca
Especial Juan Gabriel	Special - Juan Gabriel	PS/CC	Azteca International Corp. obo TV Azteca
Especial Juan Manuel Márquez	Special - Juan Manuel Márquez	PS/CC	Azteca International Corp. obo TV Azteca
Especial Juan Pablo II	Special - Juan Pablo II	PS/CC	Azteca International Corp. obo TV Azteca
Especial Julio César Chávez JR	Special - Julio César Chávez JR	PS/CC	Azteca International Corp. obo TV Azteca
Especial la Academia 2011	Special - the Academy 2011	PS/CC	Azteca International Corp. obo TV Azteca
Especial La Academia Kids Año Nuevo	Special - The Academy Kids New Year	PS/CC	Azteca International Corp. obo TV Azteca
Especial La Academia Kids Navideño	Special - The Academy Kids Christmas	PS/CC	Azteca International Corp. obo TV Azteca
Especial La Academia La Gala	Special - The Academy Gala	PS/CC	Azteca International Corp. obo TV Azteca
Especial La Academia última generación	Special - The Academy Last Generation	PS/CC	Azteca International Corp. obo TV Azteca
Especial La Academia: Sorpresa de Navidad	Special - The Academy: Christmas Surprise	PS/CC	Azteca International Corp. obo TV Azteca
Especial La Isla	Special - The Island	PS/CC	Azteca International Corp. obo TV Azteca
Especial La Isla "El reality"	Special - The Island "The reality"	PS/CC	Azteca International Corp. obo TV Azteca
Especial Las doce campanadas	Special - The twelve chimes	PS/CC	Azteca International Corp. obo TV Azteca
Especial Las Revelaciones	Special - The Revelations	PS/CC	Azteca International Corp. obo TV Azteca
Especial Laura Bozzo, sin miedo a la verdad	Special - Laura Bozzo, without fear of the truth	PS/CC	Azteca International Corp. obo TV Azteca
Especial Laura Bozzo, sin miedo a la verdad rep	Special - Laura Bozzo, without fear of the truth	PS/CC	Azteca International Corp. obo TV Azteca
Especial Laura de todos Guardería ABC	Special - Laura of all ABC Nursery	PS/CC	Azteca International Corp. obo TV Azteca
Especial Lo más difícil de creer 2008 parte 1	Special - Hardest to believe 2008 part 1	PS/CC	Azteca International Corp. obo TV Azteca
Especial Lo más difícil de creer 2008 parte 2	Special - Hardest to believe 2008 part 2	PS/CC	Azteca International Corp. obo TV Azteca
Especial Lo más escalofriante de Extranormal de impacto	Special - The most chilling of abnormal impact	PS/CC	Azteca International Corp. obo TV Azteca

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Especial lo mejor de Futbol Tecate	Special - The best of Tecate Football (soccer)	PS/CC	Azteca International Corp. obo TV Azteca
Especial lo mejor del año de tiempo de goles Parte 1	Special - the best of the year time goals part 1	PS/CC	Azteca International Corp. obo TV Azteca
Especial lo mejor del deporte 2013	Special - the best of sport 2013	PS/CC	Azteca International Corp. obo TV Azteca
Especial Lo que no se vio de el Gran desafio de estrellas	Special - What was not seen of the great stars challenge	PS/CC	Azteca International Corp. obo TV Azteca
Especial lo que no vio del show de Niurka	Special - what was not seen from the Niurka show	PS/CC	Azteca International Corp. obo TV Azteca
Especial lo que no vio del show de Niurka rep	Special - what was not seen from the Niurka show	PS/CC	Azteca International Corp. obo TV Azteca
Especial Los mejores goles 2009	Special - The best goals 2009	PS/CC	Azteca International Corp. obo TV Azteca
Especial los mejores goles 2010	Special - The best goals 2010	PS/CC	Azteca International Corp. obo TV Azteca
Especial los mejores momentos de La academia Kids	Special - the best moments of the academy kids	PS/CC	Azteca International Corp. obo TV Azteca
Especial Los secretos de la casa de la Academia	Special - The secrets of the Academy house	PS/CC	Azteca International Corp. obo TV Azteca
Especial Luis Coronel	Special - Luis Coronel	PS/CC	Azteca International Corp. obo TV Azteca
Especial Mana	Special - Mana	PS/CC	Azteca International Corp. obo TV Azteca
Especial Mañanitas a la Viegen	Special - Mornings to the Virgin	PS/CC	Azteca International Corp. obo TV Azteca
Especial Mañanitas a la virgen	Special - Mornings to the virgin	PS/CC	Azteca International Corp. obo TV Azteca
Especial mejores momentos del futbol en el mundo	Special - best moments of football (soccer) in the world	PS/CC	Azteca International Corp. obo TV Azteca
Especial México Decide 2012	Special - Mexico decides 2012	PS/CC	Azteca International Corp. obo TV Azteca
Especial muévete de noche	Special - move yourself at night	PS/CC	Azteca International Corp. obo TV Azteca
Especial Musical Espinoza Paz	Special - Espinoza Paz Musical	PS/CC	Azteca International Corp. obo TV Azteca
Especial musical La Academia	Special - The Academy Musical	PS/CC	Azteca International Corp. obo TV Azteca
Especial Navidad Azteca	Special - Azteca Christmas	PS/CC	Azteca International Corp. obo TV Azteca
Especial Navidad La Academia	Special - The Academy Christmas	PS/CC	Azteca International Corp. obo TV Azteca
Especial Navidad La Academia de Venga la Alegría "El Recalentado"	Special - The Academy Christmas of Come the Joy "The Reheated"	PS/CC	Azteca International Corp. obo TV Azteca
Especial Noticias	Special - News	PS/CC	Azteca International Corp. obo TV Azteca
Especial Pasaporte Deportivo	Special - Sports Passport	PS/CC	Azteca International Corp. obo TV Azteca
Especial Pastorela Ventaneando	Special - Pastorela Windowing	PS/CC	Azteca International Corp. obo TV Azteca
Especial Posada Ventaneando	Special - Posada Windowing	PS/CC	Azteca International Corp. obo TV Azteca
Especial Posada Ventaneando rep	Special - Posada Windowing	PS/CC	Azteca International Corp. obo TV Azteca
Especial Profecías Mayas	Special - Mayan Prophecies	PS/CC	Azteca International Corp. obo TV Azteca
Especial Revive la pasión de Cristo	Special - Relive the pasion of Christ	PS/CC	Azteca International Corp. obo TV Azteca
Especial Ricky Martin	Special - Ricky Martin	PS/CC	Azteca International Corp. obo TV Azteca
Especial rumbo a la academia Bicentenario	Special - Road to the Bicentennial Academy	PS/CC	Azteca International Corp. obo TV Azteca
Especial Rumbo a la Ligullia	Special - Road to the League	PS/CC	Azteca International Corp. obo TV Azteca
Especial Rumbo al Mundial	Special - Road to the World Cup	PS/CC	Azteca International Corp. obo TV Azteca
Especial Segunda Oportunidad	Special - Second Opportunity	PS/CC	Azteca International Corp. obo TV Azteca
Especial Selene la reina del texmex	Special - Selena the queen of texmex	PS/CC	Azteca International Corp. obo TV Azteca
Especial Shakira	Special - Shakira	PS/CC	Azteca International Corp. obo TV Azteca
Especial Show de Niurka	Special - Niurka Show	PS/CC	Azteca International Corp. obo TV Azteca
Especial Tigres del Norte	Special - Northern Tigers	PS/CC	Azteca International Corp. obo TV Azteca
Especial Tijuana entre el cielo y el infierno	Special - Tijuana between heaven and hell	PS/CC	Azteca International Corp. obo TV Azteca
Especial Tiroteos, el recuento: sangre y dolor	Special - Gunfights, the count: blood and pain	PS/CC	Azteca International Corp. obo TV Azteca
Especial Trayectoria Grupera	Special - The Grupera Trajectory	PS/CC	Azteca International Corp. obo TV Azteca

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Especial Trayectoria Gruper a ( R )	Special - The Gruper a Trajectory ( R )	PS/CC	Azteca International Corp. obo TV Azteca
Especial Ventaneando 1	Special - Windowing 1	PS/CC	Azteca International Corp. obo TV Azteca
Especial Ventaneando 2	Special - Windowing 2	PS/CC	Azteca International Corp. obo TV Azteca
Especial Ventaneando 3	Special - Windowing 3	PS/CC	Azteca International Corp. obo TV Azteca
Especial Ventaneando 4	Special - Windowing 4	PS/CC	Azteca International Corp. obo TV Azteca
Especial Vicente Fernández	Special - Vicente Fernández	PS/CC	Azteca International Corp. obo TV Azteca
Especial Vidas al límite	Special - Lives to the limit	PS/CC	Azteca International Corp. obo TV Azteca
Especial Virgen de Guadalupe	Special - The Virgin of Guadalupe	PS/CC	Azteca International Corp. obo TV Azteca
Especial Viva el Cruz Azul	Special - Long live the blue cross	PS/CC	Azteca International Corp. obo TV Azteca
Especial Viva Santos	Special - Long live Saints	PS/CC	Azteca International Corp. obo TV Azteca
Especial Yo Amo a México	Special - I love Mexico	PS/CC	Azteca International Corp. obo TV Azteca
Especial yo amo México	Special - I love Mexico	PS/CC	Azteca International Corp. obo TV Azteca
Estado de la Unión	State of the Union	PS/CC	Azteca International Corp. obo TV Azteca
Extranormal	Abnormal	PS/CC	Azteca International Corp. obo TV Azteca
Extranormal de impacto	Abnormal Impact	PS/CC	Azteca International Corp. obo TV Azteca
Extranormal de Impacto "Fin de Semana"	Abnormal Impact "Weekend"	PS/CC	Azteca International Corp. obo TV Azteca
Extranormal de impacto Edición especial Día de Muertos	Abnormal Impact Special Edition Day of the Dead	PS/CC	Azteca International Corp. obo TV Azteca
Extranormal de impactro	Abnormal Impact	PS/CC	Azteca International Corp. obo TV Azteca
Extranormal Especial Halloween	Abnormal Halloween Special	PS/CC	Azteca International Corp. obo TV Azteca
Extranormal rep	Abnormal	PS/CC	Azteca International Corp. obo TV Azteca
Famosas al Desnudo	Naked Celebrities	PS/CC	Azteca International Corp. obo TV Azteca
Famosos en jaque	Celebrities in check	PS/CC	Azteca International Corp. obo TV Azteca
Famosos en jaque rep	Celebrities in check	PS/CC	Azteca International Corp. obo TV Azteca
Fans al Acecho	Lurking Fans	PS/CC	Azteca International Corp. obo TV Azteca
Fashion Gruper o	Gruper o Fashion	PS/CC	Azteca International Corp. obo TV Azteca
Festival Azteca	Azteca Festival	PS/CC	Azteca International Corp. obo TV Azteca
Festival Azteca Music	Azteca Festival Music	PS/CC	Azteca International Corp. obo TV Azteca
Fiesta Azteca a 200 años del bicentenario	Azteca Party 200 years after the bicentennial	PS/CC	Azteca International Corp. obo TV Azteca
Frente a frente	Face to Face	PS/CC	Azteca International Corp. obo TV Azteca
Frente a frente rep	Face to Face	PS/CC	Azteca International Corp. obo TV Azteca
Fútbol fama	Football (Soccer) Fame	PS/CC	Azteca International Corp. obo TV Azteca
Fútbol fama rep	Football (Soccer) Fame rep	PS/CC	Azteca International Corp. obo TV Azteca
Generación 2011	Generation 2011	PS/CC	Azteca International Corp. obo TV Azteca
Gran Especial Bicentenario	Great Bicentennial Special	PS/CC	Azteca International Corp. obo TV Azteca
Hasta Mañana es Lunes	Until tomorrow is Monday	PS/CC	Azteca International Corp. obo TV Azteca
Hechos AM	AM Acts	PS/CC	Azteca International Corp. obo TV Azteca
Hechos AM	AM Acts	PS/CC	Azteca International Corp. obo TV Azteca
Hechos Nacional Noche	National Night Acts	PS/CC	Azteca International Corp. obo TV Azteca
Hechos Nacional Tarde	National Late Acts	PS/CC	Azteca International Corp. obo TV Azteca
Historia detrás del mito	Story behind the myth	PS/CC	Azteca International Corp. obo TV Azteca
Historia Detrás del mito ( R )	Story behind the myth ( R )	PS/CC	Azteca International Corp. obo TV Azteca
Historia detrás del mito rep	Story behind the myth rep	PS/CC	Azteca International Corp. obo TV Azteca
Historias de la vida real	Stories of real life	PS/CC	Azteca International Corp. obo TV Azteca
Historias detrás del mito	Stories behind the myth	PS/CC	Azteca International Corp. obo TV Azteca
Historias Engarzadas	Linked Stories	PS/CC	Azteca International Corp. obo TV Azteca
Historias engarzadas	Linked Stories	PS/CC	Azteca International Corp. obo TV Azteca
Historias Engarzadas "Fin de Semana"	Linked Stories "Weekend"	PS/CC	Azteca International Corp. obo TV Azteca
Historias engarzadas rep	Linked Stories	PS/CC	Azteca International Corp. obo TV Azteca
Hit M3	Hit M3	PS/CC	Azteca International Corp. obo TV Azteca
Hit M3 ( R )	Hit M3	PS/CC	Azteca International Corp. obo TV Azteca
Hombre Tenias que Ser	Man You had to be	PS/CC	Azteca International Corp. obo TV Azteca
Hoy te toca	Today it's your turn	PS/CC	Azteca International Corp. obo TV Azteca
Hoy te toca	Today it's your turn	PS/CC	Azteca International Corp. obo TV Azteca
Hoy te toca rep	Today it's your turn	PS/CC	Azteca International Corp. obo TV Azteca
Hoy te toca rep	Today it's your turn	PS/CC	Azteca International Corp. obo TV Azteca
Íconos Deportivos	Sports Icons	PS/CC	Azteca International Corp. obo TV Azteca
Infarto	Heart Attack	PS/CC	Azteca International Corp. obo TV Azteca
infarto rep	Heart Attack	PS/CC	Azteca International Corp. obo TV Azteca

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MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Juguétón	Playful	PS/CC	Azteca International Corp. obo TV Azteca
La Academia	The Academy	PS/CC	Azteca International Corp. obo TV Azteca
La Academia 10 años	The Academy 10 years	PS/CC	Azteca International Corp. obo TV Azteca
La Academia al límite	The Academy to the limit	PS/CC	Azteca International Corp. obo TV Azteca
La Academia al límite rep	The Academy to the limit	PS/CC	Azteca International Corp. obo TV Azteca
La academia Bicentenario	The Academy Bicentennial	PS/CC	Azteca International Corp. obo TV Azteca
La academia Bicentenario "La Casa"	The Academy Bicentennial "The House"	PS/CC	Azteca International Corp. obo TV Azteca
La Academia Kids	The Academy Kids	PS/CC	Azteca International Corp. obo TV Azteca
La Academia última generación de México	The Academy last generation of Mexico	PS/CC	Azteca International Corp. obo TV Azteca
Concierto	Mexico Concert	PS/CC	Azteca International Corp. obo TV Azteca
La Bitácora La Isla	The Log The Island	PS/CC	Azteca International Corp. obo TV Azteca
La boda real el resumen	The royal wedding summary	PS/CC	Azteca International Corp. obo TV Azteca
La historia detrás del mito	The story behind the myth	PS/CC	Azteca International Corp. obo TV Azteca
La Historia detrás del Mito "Edición Especial"	The story behind the myth "Special Edition"	PS/CC	Azteca International Corp. obo TV Azteca
La Historia Detrás del Mito "Fin de Semana"	The story behind the myth "Weekend"	PS/CC	Azteca International Corp. obo TV Azteca
La Historia Detrás del Mito ( R )	The story behind the myth	PS/CC	Azteca International Corp. obo TV Azteca
La historia detrás del mito rep	The story behind the myth	PS/CC	Azteca International Corp. obo TV Azteca
La hora de la verdad	The hour of truth	PS/CC	Azteca International Corp. obo TV Azteca
La Isla	The Island	PS/CC	Azteca International Corp. obo TV Azteca
La Isla	The Island	PS/CC	Azteca International Corp. obo TV Azteca
La Isla "El reality"	The Island "The reality"	PS/CC	Azteca International Corp. obo TV Azteca
La Loba	The wolf	PS/CC	Azteca International Corp. obo TV Azteca
La loba	The wolf	PS/CC	Azteca International Corp. obo TV Azteca
La otra cara del alma	The other face of the soul	PS/CC	Azteca International Corp. obo TV Azteca
La Teniente	The Lieutenant	PS/CC	Azteca International Corp. obo TV Azteca
La Verdad de mi Vida	The Truth of my Life	PS/CC	Azteca International Corp. obo TV Azteca
La Verdad de mi Vida	The Truth of my Life	PS/CC	Azteca International Corp. obo TV Azteca
La verdad de mi vida	The Truth of my Life	PS/CC	Azteca International Corp. obo TV Azteca
La vida es ina canción rep	Life is a song	PS/CC	Azteca International Corp. obo TV Azteca
La Vida es una canción	Life is a song	PS/CC	Azteca International Corp. obo TV Azteca
La vida es una canción	Life is a song	PS/CC	Azteca International Corp. obo TV Azteca
La Vida es una Canción	Life is a song	PS/CC	Azteca International Corp. obo TV Azteca
La vida es una canción	Life is a song	PS/CC	Azteca International Corp. obo TV Azteca
La vida es una canción	Life is a song	PS/CC	Azteca International Corp. obo TV Azteca
La vida es una canción ( R )	Life is a song	PS/CC	Azteca International Corp. obo TV Azteca
La Vida es una canción ( R )	Life is a song	PS/CC	Azteca International Corp. obo TV Azteca
La vida es una canción rep	Life is a song	PS/CC	Azteca International Corp. obo TV Azteca
Las Bravo	The Bravos	PS/CC	Azteca International Corp. obo TV Azteca
Laura de todos	Laura of all	PS/CC	Azteca International Corp. obo TV Azteca
Laura de todos	Laura of all	PS/CC	Azteca International Corp. obo TV Azteca
Lo más escalofriante de Extranormal	The most chilling of the abnormal	PS/CC	Azteca International Corp. obo TV Azteca
Lo más escalofriante Extranormal de Impacto	The most chilling of the abnormal impact	PS/CC	Azteca International Corp. obo TV Azteca
Lo más Insolito del 2012	The most unusual of 2012	PS/CC	Azteca International Corp. obo TV Azteca
Lo Mejo Al Extremo Parte 1	The best of To the Extreme Part 1	PS/CC	Azteca International Corp. obo TV Azteca
Lo Mejo Al Extremo Parte 2	The best of To the Extreme Part 2	PS/CC	Azteca International Corp. obo TV Azteca
Lo mejor de Al Extremo Parte 1	The best of To the Extreme Part 1	PS/CC	Azteca International Corp. obo TV Azteca
Lo mejor de Al Extremo Parte 2	The best of To the Extreme Part 2	PS/CC	Azteca International Corp. obo TV Azteca
Lo mejor de antesala deportiva	The best of sports prelude	PS/CC	Azteca International Corp. obo TV Azteca
Lo Mejor de Extranormal	The best of Abnormal	PS/CC	Azteca International Corp. obo TV Azteca
Lo mejor de la liga de Clausura 2008	The best of the Clausura league 2008	PS/CC	Azteca International Corp. obo TV Azteca
Lo mejor de Laura de todos Primera temporada	The best of Laura of all First Season	PS/CC	Azteca International Corp. obo TV Azteca
Lo mejor de Venga la alegría	The best of Come the joy	PS/CC	Azteca International Corp. obo TV Azteca
Lo que Callamos las mujeres	What we women keep silent	PS/CC	Azteca International Corp. obo TV Azteca
Lo que callamos las mujeres	What we women keep silent	PS/CC	Azteca International Corp. obo TV Azteca
Lo Que Callamos las Mujeres	What we women keep silent	PS/CC	Azteca International Corp. obo TV Azteca
Lo que callamos las mujeres	What we women keep silent	PS/CC	Azteca International Corp. obo TV Azteca

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Lo que Callamos las mujeres "Edición Especial"	What we women keep silent "Special Edition"	PS/CC	Azteca International Corp. obo TV Azteca
Lo que callamos las mujeres Edición Especial	What we women keep silent Special Edition	PS/CC	Azteca International Corp. obo TV Azteca
Lo que callamos las mujeres Edición Especial	What we women keep silent Special Edition	PS/CC	Azteca International Corp. obo TV Azteca
Lo que Callamos las Mujeres Edición Especial	What we women keep silent Special Edition	PS/CC	Azteca International Corp. obo TV Azteca
Lo que callamos las mujeres Edición especial rep	What we women keep silent special edition	PS/CC	Azteca International Corp. obo TV Azteca
Lo que callamos las mujeres rep	What we women keep silent rep	PS/CC	Azteca International Corp. obo TV Azteca
Lo que el año se llevo	What the year took	PS/CC	Azteca International Corp. obo TV Azteca
Lo que el año se llevó	What the year took	PS/CC	Azteca International Corp. obo TV Azteca
Lo que la gente cuenta	What people say	PS/CC	Azteca International Corp. obo TV Azteca
Lo que la Gente Cuenta	What people say	PS/CC	Azteca International Corp. obo TV Azteca
Lo que la Gente Cuenta	What people say	PS/CC	Azteca International Corp. obo TV Azteca
Lo que la Gente Cuenta	What people say	PS/CC	Azteca International Corp. obo TV Azteca
Lo que la gente cuenta rep	What people say	PS/CC	Azteca International Corp. obo TV Azteca
Los 100 golazos de la Liga Azteca	The 100 goals of the Aztec League	PS/CC	Azteca International Corp. obo TV Azteca
Los 25 +	The 25 Plus	PS/CC	Azteca International Corp. obo TV Azteca
Los 25 + "Fin de semana"	The 25 Plus "Weekend"	PS/CC	Azteca International Corp. obo TV Azteca
Los 25 Más	The 25 Plus	PS/CC	Azteca International Corp. obo TV Azteca
Los 25 más	The 25 Plus	PS/CC	Azteca International Corp. obo TV Azteca
Los 25 Más "Fines de Semana"	The 25 Plus "Weekends"	PS/CC	Azteca International Corp. obo TV Azteca
Los 25 más fin de semana	The 25 Plus weekend	PS/CC	Azteca International Corp. obo TV Azteca
Los 25 más rep	The 25 plus	PS/CC	Azteca International Corp. obo TV Azteca
Los 25+	The 25 plus	PS/CC	Azteca International Corp. obo TV Azteca
Los archivos del 2011 Parte 1	The 2011 Archives Part 1	PS/CC	Azteca International Corp. obo TV Azteca
Los archivos del 2011 Parte 2	The 2011 Archives Part 2	PS/CC	Azteca International Corp. obo TV Azteca
Los ganadores de la gente	The winners of the people	PS/CC	Azteca International Corp. obo TV Azteca
Los grandes momentos de la Liga	The greatest moments of the league	PS/CC	Azteca International Corp. obo TV Azteca
Los Héroes de la Liga 2008	The heroes of the league 2008	PS/CC	Azteca International Corp. obo TV Azteca
Los Mejores Momentos de Venga la Alegría	The greatest moments of Come the Joy	PS/CC	Azteca International Corp. obo TV Azteca
Los Protagonistas del mundial	The protagonists of the world	PS/CC	Azteca International Corp. obo TV Azteca
Los Rey	The King	PS/CC	Azteca International Corp. obo TV Azteca
Mañanitas a la Virgen	Mornings to the Virgin	PS/CC	Azteca International Corp. obo TV Azteca
Mañanitas a La Virgen María	Mornings to the Virgin Maria	PS/CC	Azteca International Corp. obo TV Azteca
Maratón Lo que la gente cuenta	Marathon What People say	PS/CC	Azteca International Corp. obo TV Azteca
Maratón Va que va	Marathon it goes it goes	PS/CC	Azteca International Corp. obo TV Azteca
Maratón vidas al límite	Marathon lives to the limit	PS/CC	Azteca International Corp. obo TV Azteca
Maravillas de México	Wonders of Mexico	PS/CC	Azteca International Corp. obo TV Azteca
Más Allá del Deporte	Beyond the Sport	PS/CC	Azteca International Corp. obo TV Azteca
Mientras haya vida	While there is life	PS/CC	Azteca International Corp. obo TV Azteca
Mientras haya vida rep	While there is life	PS/CC	Azteca International Corp. obo TV Azteca
Montecristo	Montecristo	PS/CC	Azteca International Corp. obo TV Azteca
Muejr Comprada	Woman Bought	PS/CC	Azteca International Corp. obo TV Azteca
Mujer Comprada	Woman Bought	PS/CC	Azteca International Corp. obo TV Azteca
Ni una vez más	Not once more	PS/CC	Azteca International Corp. obo TV Azteca
Ni Una Vez Más	Not once more	PS/CC	Azteca International Corp. obo TV Azteca
No te lo pierdas	Don't miss it	PS/CC	Azteca International Corp. obo TV Azteca
Noticiero Azteca America	Azteca America Newscast	PS/CC	Azteca International Corp. obo TV Azteca
Noticiero Azteca America 1er edición	Azteca America Newscast First Edition	PS/CC	Azteca International Corp. obo TV Azteca
Noticiero Azteca America rep	Azteca America Newscast	PS/CC	Azteca International Corp. obo TV Azteca
Noticiero Azteca America West Coast	Azteca America Newscast West Coast	PS/CC	Azteca International Corp. obo TV Azteca
Noticiero Azteca America West Coast ( R )	Azteca America Newscast West Coast	PS/CC	Azteca International Corp. obo TV Azteca
Noticiero Nacional	National News	PS/CC	Azteca International Corp. obo TV Azteca
Noticiero Nacional Azteca america	Azteca America National Newscast	PS/CC	Azteca International Corp. obo TV Azteca

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Noticiero Nacional Azteca America	Azteca America National Newscast	PS/CC	Azteca International Corp. obo TV Azteca
Noticiero Nacional Azteca america ( R )	Azteca America National Newscast	PS/CC	Azteca International Corp. obo TV Azteca
Noticiero Nacional Azteca Edición Nocturna	Azteca America National Newscast Night Edition	PS/CC	Azteca International Corp. obo TV Azteca
Noticiero nacional rep	National News	PS/CC	Azteca International Corp. obo TV Azteca
Noticieros Hechos	Newscast Acts	PS/CC	Azteca International Corp. obo TV Azteca
Pasión Deportiva	Sports Passion	PS/CC	Azteca International Corp. obo TV Azteca
Pastorela Ventaneando	Pastorela Windowing	PS/CC	Azteca International Corp. obo TV Azteca
Pinche Pancho	Fucking Pancho	PS/CC	Azteca International Corp. obo TV Azteca
Platicando con Alazraki	Talking with Alazraki	PS/CC	Azteca International Corp. obo TV Azteca
Platicando con Alazraki rep	Talking with Alazraki	PS/CC	Azteca International Corp. obo TV Azteca
Por fin el fin	At last the end	PS/CC	Azteca International Corp. obo TV Azteca
Por fin el fin rep	At last the end	PS/CC	Azteca International Corp. obo TV Azteca
Por ti	For you	PS/CC	Azteca International Corp. obo TV Azteca
Por ti rep	For you	PS/CC	Azteca International Corp. obo TV Azteca
Posada Ventaneando	Windowing Posada	PS/CC	Azteca International Corp. obo TV Azteca
Premios y Escándalos del deporte	Sports Awards and Scandals	PS/CC	Azteca International Corp. obo TV Azteca
Previo Inauguración Estadio Santos Laguna	Previous Inauguration Santos Laguna Stadium	PS/CC	Azteca International Corp. obo TV Azteca
Previo La Academia última generación	Previous The Academy last generation	PS/CC	Azteca International Corp. obo TV Azteca
Prohibido Amar	Forbidden to love	PS/CC	Azteca International Corp. obo TV Azteca
Puro loco	Pure crazy	PS/CC	Azteca International Corp. obo TV Azteca
Puro loco rep	Pure crazy	PS/CC	Azteca International Corp. obo TV Azteca
Que buena onda	What a good wave	PS/CC	Azteca International Corp. obo TV Azteca
Que buena onda	What a good wave	PS/CC	Azteca International Corp. obo TV Azteca
Que buena onda rep	What a good wave	PS/CC	Azteca International Corp. obo TV Azteca
Que buena onda rep	What a good wave	PS/CC	Azteca International Corp. obo TV Azteca
Quiero Ser Grupero	I want to be a Grupero	PS/CC	Azteca International Corp. obo TV Azteca
Quiero ser Grupero 2	I want to be a Grupero 2	PS/CC	Azteca International Corp. obo TV Azteca
Reporte 13	Report 13	PS/CC	Azteca International Corp. obo TV Azteca
Resumen Mientras haya vida	Summary as long as there is life	PS/CC	Azteca International Corp. obo TV Azteca
Revive la pasión de Cristo	Relive the passion of Christ	PS/CC	Azteca International Corp. obo TV Azteca
Rompe Márquez... rumbo a su pelea Parte 1	Rompe Márquez...heading to his fight part 1	PS/CC	Azteca International Corp. obo TV Azteca
Rompe Márquez... rumbo a su pelea Parte 2	Rompe Márquez...heading to his fight part 2	PS/CC	Azteca International Corp. obo TV Azteca
Rompe Márquez... rumbo a su pelea Parte 3	Rompe Márquez...heading to his fight part 3	PS/CC	Azteca International Corp. obo TV Azteca
Rostros 2008	Faces 2008	PS/CC	Azteca International Corp. obo TV Azteca
Rumbo a la final de la liguilla	Road to the end of the league	PS/CC	Azteca International Corp. obo TV Azteca
Sábados A la mexicana	Saturdays Mexican Style	PS/CC	Azteca International Corp. obo TV Azteca
Sangre de Campeones	Blood of Champions	PS/CC	Azteca International Corp. obo TV Azteca
Se vale soñar	It's worth dreaming	PS/CC	Azteca International Corp. obo TV Azteca
Se Vale Soñar	It's worth dreaming	PS/CC	Azteca International Corp. obo TV Azteca
Se vale soñar ( R )	It's worth dreaming	PS/CC	Azteca International Corp. obo TV Azteca
Se vale soñar rep	It's worth dreaming	PS/CC	Azteca International Corp. obo TV Azteca
Secretos del Alma	Secrets of the Soul	PS/CC	Azteca International Corp. obo TV Azteca
Segunda Oportunidad	Second Opportunity	PS/CC	Azteca International Corp. obo TV Azteca
Señora	Lady	PS/CC	Azteca International Corp. obo TV Azteca
Señora rep	Lady	PS/CC	Azteca International Corp. obo TV Azteca
Sexo fuerte	Strong Sex	PS/CC	Azteca International Corp. obo TV Azteca
Shalalá	Shalala	PS/CC	Azteca International Corp. obo TV Azteca
Si te la sabes cantala	If you know it, sing it	PS/CC	Azteca International Corp. obo TV Azteca
Siempre Tuya Acapulco	Always Yours Acapulco	PS/CC	Azteca International Corp. obo TV Azteca
Siempre Tuya Acapulco "Resumen"	Always Yours Acapulco "Summary"	PS/CC	Azteca International Corp. obo TV Azteca
Simplemente Yahir	Simply Yahir	PS/CC	Azteca International Corp. obo TV Azteca
Super libro	Super Book	PS/CC	Azteca International Corp. obo TV Azteca
Tatiana	Tatiana	PS/CC	Azteca International Corp. obo TV Azteca
Taxi libre	Free Taxi	PS/CC	Azteca International Corp. obo TV Azteca
Taxi libre rep	Free Taxi	PS/CC	Azteca International Corp. obo TV Azteca
Te cache	I got you	PS/CC	Azteca International Corp. obo TV Azteca

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Te caché	I got you	PS/CC	Azteca International Corp. obo TV Azteca
Te caché rep	I got you	PS/CC	Azteca International Corp. obo TV Azteca
Tiempo de Goles	Goal Time	PS/CC	Azteca International Corp. obo TV Azteca
Toma de posesión de Barack Obama	Inauguration of Barack Obama	PS/CC	Azteca International Corp. obo TV Azteca
Toma posesión presidencial	Presidential Inauguration	PS/CC	Azteca International Corp. obo TV Azteca
Top Ten	Top Ten	PS/CC	Azteca International Corp. obo TV Azteca
Top ten	Top Ten	PS/CC	Azteca International Corp. obo TV Azteca
Tragedia de los Famosos	Celebrity Tragedy	PS/CC	Azteca International Corp. obo TV Azteca
Tras las rejas	Behind bars	PS/CC	Azteca International Corp. obo TV Azteca
Tratetoria al Éxito	Path to Success	PS/CC	Azteca International Corp. obo TV Azteca
Trayectoria al Éxito	Path to Success	PS/CC	Azteca International Corp. obo TV Azteca
Trayectoria Grupera	Grupera Path	PS/CC	Azteca International Corp. obo TV Azteca
Va que Va	Ok, ok	PS/CC	Azteca International Corp. obo TV Azteca
Va que va	Ok, ok	PS/CC	Azteca International Corp. obo TV Azteca
Va que Va "Fin de semana"	Ok, ok "Weekend"	PS/CC	Azteca International Corp. obo TV Azteca
Va que Va "Fines de Semana"	Ok, ok "Weekends"	PS/CC	Azteca International Corp. obo TV Azteca
Va que va rep	Ok, ok	PS/CC	Azteca International Corp. obo TV Azteca
Vamonos al Baile	Let's go to the dance	PS/CC	Azteca International Corp. obo TV Azteca
Vámonos al Baile	Let's go to the dance	PS/CC	Azteca International Corp. obo TV Azteca
Venga el Domingo	Come Sunday	PS/CC	Azteca International Corp. obo TV Azteca
Venga el Domingo 1	Come Sunday 1	PS/CC	Azteca International Corp. obo TV Azteca
Venga el Domingo 2	Come Sunday 2	PS/CC	Azteca International Corp. obo TV Azteca
Venga la Alegría	Come the Joy	PS/CC	Azteca International Corp. obo TV Azteca
Ventaneando America	Windowing America	PS/CC	Azteca International Corp. obo TV Azteca
Ventaneando América	Windowing America	PS/CC	Azteca International Corp. obo TV Azteca
Ventaneando America ( R )	Windowing America ( R )	PS/CC	Azteca International Corp. obo TV Azteca
Ventaneando América ( R )	Windowing America ( R )	PS/CC	Azteca International Corp. obo TV Azteca
Ventaneando america Bienvenido el Cucucy	Windowing America Welcome the Cucucy	PS/CC	Azteca International Corp. obo TV Azteca
Ventaneando America rep	Windowing America rep	PS/CC	Azteca International Corp. obo TV Azteca
Ventaneando Que viva la liga	Windowing long live the league	PS/CC	Azteca International Corp. obo TV Azteca
vidas al Limite	Lives to the limit	PS/CC	Azteca International Corp. obo TV Azteca
Vidas al límite	Lives to the limit	PS/CC	Azteca International Corp. obo TV Azteca
Vidas al Limite "Fin de Semana"	Lives to the limit "Weekend"	PS/CC	Azteca International Corp. obo TV Azteca
Vidas al Límite "Fin de Semana"	Lives to the limit "Weekend"	PS/CC	Azteca International Corp. obo TV Azteca
Vidas al límite Fin de semana	Lives to the limit Weekend	PS/CC	Azteca International Corp. obo TV Azteca
Vidas al Limite rep	Lives to the limit rep	PS/CC	Azteca International Corp. obo TV Azteca
Vidas la límite	Lives to the liit	PS/CC	Azteca International Corp. obo TV Azteca
Vidas Robadas	Taken Lives	PS/CC	Azteca International Corp. obo TV Azteca
Vive Brasil	Live Brazil	PS/CC	Azteca International Corp. obo TV Azteca
Vivir a Destiempo	Live out of time	PS/CC	Azteca International Corp. obo TV Azteca
Vivir así	Live like this	PS/CC	Azteca International Corp. obo TV Azteca
Ya cayó	Already fell	PS/CC	Azteca International Corp. obo TV Azteca
Ya cayó rep	Already fell	PS/CC	Azteca International Corp. obo TV Azteca
Ya cayó renovado	Already fell renewed	PS/CC	Azteca International Corp. obo TV Azteca
Ya cayó rep	Already fell	PS/CC	Azteca International Corp. obo TV Azteca
Yo me Quiero Casar ¿Y tú?	I want to get married, and you?	PS/CC	Azteca International Corp. obo TV Azteca
Yo me Quiero Casar ¿Y tú?	I want to get married, and you?	PS/CC	Azteca International Corp. obo TV Azteca
Box Azteca	Azteca Boxing	PS/CC	Azteca International Corp. obo TV Azteca
Box Azteca Ford	Azteca Boxing Ford	PS/CC	Azteca International Corp. obo TV Azteca
Box Azteca México de un solo galpe	Azteca Boxing Mexico by just one hit	PS/CC	Azteca International Corp. obo TV Azteca
Especial Box Azteca	Azteca Boxing Special	PS/CC	Azteca International Corp. obo TV Azteca
Tragedias del deporte	Sport Tragedies	PS/CC	Azteca International Corp. obo TV Azteca
Class Act		PS/CC	Breakthrough Films
Dudley the Dragon		PS/CC	Breakthrough Films
Jenny and the Queen of Light		PS/CC	Breakthrough Films
Kenny vs. Spenny		PS/CC	Breakthrough Films
Little Miracles		PS/CC	Breakthrough Films
Real Men		PS/CC	Breakthrough Films
Shadow Lake		PS/CC	Breakthrough Films
Celine Dion: The Concert		PS/CC	Carol Reynolds Productions Inc.

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Golden Will: The Silken Laumann Story		PS/CC	Carol Reynolds Productions Inc.
Drive Time Murders		PS/CC	Chesler Perlmutter Productions
El Protector		PS/CC	Chesler Perlmutter Productions
Hostile Intent		PS/CC	Chesler Perlmutter Productions
Moving Target		PS/CC	Chesler Perlmutter Productions
Ms. Bear		PS/CC	Chesler Perlmutter Productions
Murder Among Friends		PS/CC	Chesler Perlmutter Productions
Nothing Personal		PS/CC	Chesler Perlmutter Productions
Palmer's Bones		PS/CC	Chesler Perlmutter Productions
Protector		PS/CC	Chesler Perlmutter Productions
Recipe for Murder		PS/CC	Chesler Perlmutter Productions
Red Skelton		PS/CC	Chesler Perlmutter Productions
Red Skelton Show		PS/CC	Chesler Perlmutter Productions
Red Skelton: Funny Faces III		PS/CC	Chesler Perlmutter Productions
Red Skelton: More Funny Faces		PS/CC	Chesler Perlmutter Productions
Red Skelton: Royal Command Performance		PS/CC	Chesler Perlmutter Productions
Red Skelton's Christmas Dinner		PS/CC	Chesler Perlmutter Productions
Red Skelton's More Funny Faces		PS/CC	Chesler Perlmutter Productions
Tempo		PS/CC	Chesler Perlmutter Productions
The Hidden Room		PS/CC	Chesler Perlmutter Productions
The Protector		PS/CC	Chesler Perlmutter Productions
The Red Skelton Show		PS/CC	Chesler Perlmutter Productions
Valentine's Day		PS/CC	Chesler Perlmutter Productions
Vaudeville		PS/CC	Chesler Perlmutter Productions
Wide Awake		PS/CC	Chesler Perlmutter Productions
C't? ton tour, Laura Cadieux		PS/CC	Cinemaginaire Inc.
C't'a Ton Tour, Laura Cadieux		PS/CC	Cinemaginaire Inc.
Joyeux calvaire		PS/CC	Cinemaginaire Inc.
La Demoiselle sauvage		PS/CC	Cinemaginaire Inc.
La Veuve de Saint-Pierre		PS/CC	Cinemaginaire Inc.
Laura Cadieux... La Suite		PS/CC	Cinemaginaire Inc.
Laura Cadieux... the Sequel		PS/CC	Cinemaginaire Inc.
Le Confessionnal		PS/CC	Cinemaginaire Inc.
Le Petit monde de Laura Cadieux		PS/CC	Cinemaginaire Inc.
Le Petit Monde de Laura Cadieux 2		PS/CC	Cinemaginaire Inc.
Le Siege de L'Ame		PS/CC	Cinemaginaire Inc.
Nuit de Noces		PS/CC	Cinemaginaire Inc.
Poverty and Other Delights		PS/CC	Cinemaginaire Inc.
Stardom		PS/CC	Cinemaginaire Inc.
06 ( Original of 1-900)		PS/CC	Cinemavault Releasing, Inc.
Confessions Of A Super Hero		PS/CC	Cinemavault Releasing, Inc.
Interview		PS/CC	Cinemavault Releasing, Inc.
Interview (Remake)		PS/CC	Cinemavault Releasing, Inc.
So Goes The Nation		PS/CC	Cinemavault Releasing, Inc.
The Seven Of Daran		PS/CC	Cinemavault Releasing, Inc.
13th Sign, The		PS/CC	Cinemavault Releasing, Inc.
16 to Life		PS/CC	Cinemavault Releasing, Inc.
1-900 ( Remake)		PS/CC	Cinemavault Releasing, Inc.
2 By 4		PS/CC	Cinemavault Releasing, Inc.
2001: A Space Travesty		PS/CC	Cinemavault Releasing, Inc.
24-Hour Woman, The		PS/CC	Cinemavault Releasing, Inc.
A Beautiful Secret		PS/CC	Cinemavault Releasing, Inc.
A Christmas Evil		PS/CC	Cinemavault Releasing, Inc.
A Previous Engagement		PS/CC	Cinemavault Releasing, Inc.
A Time for Drunken Horses		PS/CC	Cinemavault Releasing, Inc.
A Touch Of Spice		PS/CC	Cinemavault Releasing, Inc.
Adrenaline Drive		PS/CC	Cinemavault Releasing, Inc.
Africa Unite		PS/CC	Cinemavault Releasing, Inc.
Aging Of North America		PS/CC	Cinemavault Releasing, Inc.
Alarm		PS/CC	Cinemavault Releasing, Inc.
Alpha Force		PS/CC	Cinemavault Releasing, Inc.
Always		PS/CC	Cinemavault Releasing, Inc.



**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Alzheimer Case, The		PS/CC	Cinemavault Releasing, Inc.
And She Was		PS/CC	Cinemavault Releasing, Inc.
Another Day In Paradise		PS/CC	Cinemavault Releasing, Inc.
Antibody		PS/CC	Cinemavault Releasing, Inc.
Apart		PS/CC	Cinemavault Releasing, Inc.
Artefacts		PS/CC	Cinemavault Releasing, Inc.
At Sundance		PS/CC	Cinemavault Releasing, Inc.
At The End Of The Day aka War Games		PS/CC	Cinemavault Releasing, Inc.
At the End of the Day: The Sue Rodriguez Story		PS/CC	Cinemavault Releasing, Inc.
Babyfever		PS/CC	Cinemavault Releasing, Inc.
Bad Money		PS/CC	Cinemavault Releasing, Inc.
Ballad Of The Nightingale		PS/CC	Cinemavault Releasing, Inc.
Barber, The		PS/CC	Cinemavault Releasing, Inc.
Barenaked in America		PS/CC	Cinemavault Releasing, Inc.
Beyond Retirement		PS/CC	Cinemavault Releasing, Inc.
Big Slice, The		PS/CC	Cinemavault Releasing, Inc.
Blackout, The		PS/CC	Cinemavault Releasing, Inc.
Blind Date		PS/CC	Cinemavault Releasing, Inc.
Blood Relations		PS/CC	Cinemavault Releasing, Inc.
Blood Rising		PS/CC	Cinemavault Releasing, Inc.
Blue Blood aka I Do Not Care		PS/CC	Cinemavault Releasing, Inc.
Boca		PS/CC	Cinemavault Releasing, Inc.
Brand New World		PS/CC	Cinemavault Releasing, Inc.
Breakout		PS/CC	Cinemavault Releasing, Inc.
Breakout!		PS/CC	Cinemavault Releasing, Inc.
Bumblebee Flies Anyway, The		PS/CC	Cinemavault Releasing, Inc.
Can She Bake A Cherry Pie		PS/CC	Cinemavault Releasing, Inc.
Canvas		PS/CC	Cinemavault Releasing, Inc.
Capital Punishment		PS/CC	Cinemavault Releasing, Inc.
Career Planning		PS/CC	Cinemavault Releasing, Inc.
Caribe		PS/CC	Cinemavault Releasing, Inc.
Carolina		PS/CC	Cinemavault Releasing, Inc.
Chained Vengeance		PS/CC	Cinemavault Releasing, Inc.
Chatham aka Golden Boys		PS/CC	Cinemavault Releasing, Inc.
Cinderella		PS/CC	Cinemavault Releasing, Inc.
Circle, The		PS/CC	Cinemavault Releasing, Inc.
Circles of Deceit: Dark Secrets		PS/CC	Cinemavault Releasing, Inc.
Circles of Deceit: Dark Secret		PS/CC	Cinemavault Releasing, Inc.
Cirizen Marc		PS/CC	Cinemavault Releasing, Inc.
Clandestine Marriage, The		PS/CC	Cinemavault Releasing, Inc.
Clash		PS/CC	Cinemavault Releasing, Inc.
Cognac		PS/CC	Cinemavault Releasing, Inc.
Collector, The		PS/CC	Cinemavault Releasing, Inc.
Comfortably Numb		PS/CC	Cinemavault Releasing, Inc.
Coney Island Baby		PS/CC	Cinemavault Releasing, Inc.
Copper Mountain		PS/CC	Cinemavault Releasing, Inc.
Cornershop, The		PS/CC	Cinemavault Releasing, Inc.
Corridor, the		PS/CC	Cinemavault Releasing, Inc.
Crash Fans		PS/CC	Cinemavault Releasing, Inc.
Crooked Lines		PS/CC	Cinemavault Releasing, Inc.
Cross The Line		PS/CC	Cinemavault Releasing, Inc.
Crossing		PS/CC	Cinemavault Releasing, Inc.
Dangerous People		PS/CC	Cinemavault Releasing, Inc.
Dark Descent		PS/CC	Cinemavault Releasing, Inc.
Dark Secrets		PS/CC	Cinemavault Releasing, Inc.
Dark Side		PS/CC	Cinemavault Releasing, Inc.
Dark Warrior		PS/CC	Cinemavault Releasing, Inc.
Dark Water		PS/CC	Cinemavault Releasing, Inc.
Dark Waters		PS/CC	Cinemavault Releasing, Inc.
Daybreak		PS/CC	Cinemavault Releasing, Inc.
Dead End		PS/CC	Cinemavault Releasing, Inc.
Dead Meat		PS/CC	Cinemavault Releasing, Inc.
Dead Stop		PS/CC	Cinemavault Releasing, Inc.
Deadly Engagement		PS/CC	Cinemavault Releasing, Inc.
Deception		PS/CC	Cinemavault Releasing, Inc.

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Deep Core		PS/CC	Cinemavault Releasing, Inc.
Deep Shock		PS/CC	Cinemavault Releasing, Inc.
Deja Vu		PS/CC	Cinemavault Releasing, Inc.
Déjà vu		PS/CC	Cinemavault Releasing, Inc.
Delivery		PS/CC	Cinemavault Releasing, Inc.
Diamond Cut Diamond		PS/CC	Cinemavault Releasing, Inc.
Dinosaur Hunter		PS/CC	Cinemavault Releasing, Inc.
Distanz		PS/CC	Cinemavault Releasing, Inc.
Dixie Lanes		PS/CC	Cinemavault Releasing, Inc.
Dominic's Castle		PS/CC	Cinemavault Releasing, Inc.
Donkey		PS/CC	Cinemavault Releasing, Inc.
Dope		PS/CC	Cinemavault Releasing, Inc.
Dragon Fighter		PS/CC	Cinemavault Releasing, Inc.
Drunks		PS/CC	Cinemavault Releasing, Inc.
Duska		PS/CC	Cinemavault Releasing, Inc.
Dust		PS/CC	Cinemavault Releasing, Inc.
Eating		PS/CC	Cinemavault Releasing, Inc.
Eddie		PS/CC	Cinemavault Releasing, Inc.
Eddie, The		PS/CC	Cinemavault Releasing, Inc.
Edelweiss Pirates		PS/CC	Cinemavault Releasing, Inc.
Employee Fitness: Fact or Fantasy		PS/CC	Cinemavault Releasing, Inc.
End Of An Empire		PS/CC	Cinemavault Releasing, Inc.
Epoch		PS/CC	Cinemavault Releasing, Inc.
Epoch: Evolution		PS/CC	Cinemavault Releasing, Inc.
Escape Under Pressure		PS/CC	Cinemavault Releasing, Inc.
Eureka		PS/CC	Cinemavault Releasing, Inc.
Eureka 4D		PS/CC	Cinemavault Releasing, Inc.
Eureka, Eureka		PS/CC	Cinemavault Releasing, Inc.
Eve		PS/CC	Cinemavault Releasing, Inc.
Expecting Mercy		PS/CC	Cinemavault Releasing, Inc.
Exposure		PS/CC	Cinemavault Releasing, Inc.
Family Flaw, A		PS/CC	Cinemavault Releasing, Inc.
Fast Runnner, The		PS/CC	Cinemavault Releasing, Inc.
Fathead		PS/CC	Cinemavault Releasing, Inc.
Fight Night		PS/CC	Cinemavault Releasing, Inc.
Finding Lenny		PS/CC	Cinemavault Releasing, Inc.
Firecracker		PS/CC	Cinemavault Releasing, Inc.
Five Years		PS/CC	Cinemavault Releasing, Inc.
Follow Me Outside		PS/CC	Cinemavault Releasing, Inc.
Fool And His Money, A		PS/CC	Cinemavault Releasing, Inc.
For The Bible Tells Me So		PS/CC	Cinemavault Releasing, Inc.
Forbidden Rage		PS/CC	Cinemavault Releasing, Inc.
Foreign Bodies		PS/CC	Cinemavault Releasing, Inc.
Four Jacks		PS/CC	Cinemavault Releasing, Inc.
Free Tibet		PS/CC	Cinemavault Releasing, Inc.
Frezno Smooth		PS/CC	Cinemavault Releasing, Inc.
Friends Lovers		PS/CC	Cinemavault Releasing, Inc.
Friends, Lovers & Lunatics		PS/CC	Cinemavault Releasing, Inc.
Frogs For Snakes		PS/CC	Cinemavault Releasing, Inc.
From Within		PS/CC	Cinemavault Releasing, Inc.
G-2		PS/CC	Cinemavault Releasing, Inc.
Galaxies Are Colliding		PS/CC	Cinemavault Releasing, Inc.
Gangster Exchange		PS/CC	Cinemavault Releasing, Inc.
Getting To Know You		PS/CC	Cinemavault Releasing, Inc.
Girl In 3D		PS/CC	Cinemavault Releasing, Inc.
Gladiator Cop		PS/CC	Cinemavault Releasing, Inc.
Global Heresy		PS/CC	Cinemavault Releasing, Inc.
Going Back		PS/CC	Cinemavault Releasing, Inc.
Good Housekeeping		PS/CC	Cinemavault Releasing, Inc.
Good Rockin' Tonight		PS/CC	Cinemavault Releasing, Inc.
Good Rockin' Tonight: The Legacy of Sun Records		PS/CC	Cinemavault Releasing, Inc.
Graveyard Shift		PS/CC	Cinemavault Releasing, Inc.
Gruesome		PS/CC	Cinemavault Releasing, Inc.
Gsshole		PS/CC	Cinemavault Releasing, Inc.
Hammer		PS/CC	Cinemavault Releasing, Inc.

## APPENDIX B

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS	
Handgun		PS/CC	Cinemavault Releasing, Inc.
Hard Man 3D		PS/CC	Cinemavault Releasing, Inc.
Harrison Montgomery		PS/CC	Cinemavault Releasing, Inc.
Heart Disease: Prevention and Rehabilitation		PS/CC	Cinemavault Releasing, Inc.
Heist, The		PS/CC	Cinemavault Releasing, Inc.
Hellcab		PS/CC	Cinemavault Releasing, Inc.
High Adventure		PS/CC	Cinemavault Releasing, Inc.
Hochelaga		PS/CC	Cinemavault Releasing, Inc.
Hockey Mom		PS/CC	Cinemavault Releasing, Inc.
Home		PS/CC	Cinemavault Releasing, Inc.
Hope & Little Sugar		PS/CC	Cinemavault Releasing, Inc.
Hot Shot		PS/CC	Cinemavault Releasing, Inc.
How the Garcia Girls Spent Their Summer		PS/CC	Cinemavault Releasing, Inc.
Human Resources		PS/CC	Cinemavault Releasing, Inc.
Hypersonic		PS/CC	Cinemavault Releasing, Inc.
I love You, Ana Lisa		PS/CC	Cinemavault Releasing, Inc.
I Went Down		PS/CC	Cinemavault Releasing, Inc.
I Woke Up Early The Day I Died		PS/CC	Cinemavault Releasing, Inc.
I.O. U. S. A		PS/CC	Cinemavault Releasing, Inc.
Ignition		PS/CC	Cinemavault Releasing, Inc.
Ill Town		PS/CC	Cinemavault Releasing, Inc.
In The Flesh		PS/CC	Cinemavault Releasing, Inc.
Incredible Mrs. Ritchie, The		PS/CC	Cinemavault Releasing, Inc.
Innocence		PS/CC	Cinemavault Releasing, Inc.
Inside		PS/CC	Cinemavault Releasing, Inc.
Interceptors		PS/CC	Cinemavault Releasing, Inc.
Into the Fire		PS/CC	Cinemavault Releasing, Inc.
Johnny Nitrate		PS/CC	Cinemavault Releasing, Inc.
Judy Berlin		PS/CC	Cinemavault Releasing, Inc.
Julie Johnson		PS/CC	Cinemavault Releasing, Inc.
Kevin of the North		PS/CC	Cinemavault Releasing, Inc.
Kids World		PS/CC	Cinemavault Releasing, Inc.
Kill Me Tomorrow		PS/CC	Cinemavault Releasing, Inc.
Killing Moon		PS/CC	Cinemavault Releasing, Inc.
King Of The Kings		PS/CC	Cinemavault Releasing, Inc.
Kinta		PS/CC	Cinemavault Releasing, Inc.
Komodo		PS/CC	Cinemavault Releasing, Inc.
Lady Of The Lake		PS/CC	Cinemavault Releasing, Inc.
Landspeed		PS/CC	Cinemavault Releasing, Inc.
Last Call		PS/CC	Cinemavault Releasing, Inc.
Last Lovecraft, The		PS/CC	Cinemavault Releasing, Inc.
Last Lullaby, The		PS/CC	Cinemavault Releasing, Inc.
Last Night At Eddie's		PS/CC	Cinemavault Releasing, Inc.
Last Resort		PS/CC	Cinemavault Releasing, Inc.
Last Rites		PS/CC	Cinemavault Releasing, Inc.
Last Rites aka City Of The Dead		PS/CC	Cinemavault Releasing, Inc.
Last Summer In The Hamptons		PS/CC	Cinemavault Releasing, Inc.
Late Last Night		PS/CC	Cinemavault Releasing, Inc.
Layin' Low		PS/CC	Cinemavault Releasing, Inc.
Leaving Barstow		PS/CC	Cinemavault Releasing, Inc.
Legionnaire		PS/CC	Cinemavault Releasing, Inc.
Level, The		PS/CC	Cinemavault Releasing, Inc.
Like Water		PS/CC	Cinemavault Releasing, Inc.
Limit, The		PS/CC	Cinemavault Releasing, Inc.
Lockout		PS/CC	Cinemavault Releasing, Inc.
Loins Of Punjab		PS/CC	Cinemavault Releasing, Inc.
Lost Lake		PS/CC	Cinemavault Releasing, Inc.
Lost Things		PS/CC	Cinemavault Releasing, Inc.
Lost Valley		PS/CC	Cinemavault Releasing, Inc.
Lost Voyage		PS/CC	Cinemavault Releasing, Inc.
Love & Savagery		PS/CC	Cinemavault Releasing, Inc.
Love Thy Neighbour		PS/CC	Cinemavault Releasing, Inc.
Loveley Still		PS/CC	Cinemavault Releasing, Inc.
Luck Of The Draw		PS/CC	Cinemavault Releasing, Inc.
Lymelife		PS/CC	Cinemavault Releasing, Inc.

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Made In Jamaica		PS/CC	Cinemavault Releasing, Inc.
Making It Young		PS/CC	Cinemavault Releasing, Inc.
Mallory Effect, The		PS/CC	Cinemavault Releasing, Inc.
Marcus		PS/CC	Cinemavault Releasing, Inc.
Maximum Velocity		PS/CC	Cinemavault Releasing, Inc.
Meet the Deedles		PS/CC	Cinemavault Releasing, Inc.
Midnight Clear		PS/CC	Cinemavault Releasing, Inc.
Mile Zero		PS/CC	Cinemavault Releasing, Inc.
Mindstorm		PS/CC	Cinemavault Releasing, Inc.
Minus Man, The		PS/CC	Cinemavault Releasing, Inc.
Mirageman		PS/CC	Cinemavault Releasing, Inc.
Moll Flanders		PS/CC	Cinemavault Releasing, Inc.
Murder One		PS/CC	Cinemavault Releasing, Inc.
Murder Set Pieces		PS/CC	Cinemavault Releasing, Inc.
Must Love Death		PS/CC	Cinemavault Releasing, Inc.
My Brother the Pig		PS/CC	Cinemavault Releasing, Inc.
My Dog Tulip		PS/CC	Cinemavault Releasing, Inc.
New Alcatraz		PS/CC	Cinemavault Releasing, Inc.
New Joy of Sex, The		PS/CC	Cinemavault Releasing, Inc.
New Years Day		PS/CC	Cinemavault Releasing, Inc.
Newsmaker		PS/CC	Cinemavault Releasing, Inc.
Newsmakers		PS/CC	Cinemavault Releasing, Inc.
Newsmakers Special		PS/CC	Cinemavault Releasing, Inc.
Niagara		PS/CC	Cinemavault Releasing, Inc.
Niagara Niagara		PS/CC	Cinemavault Releasing, Inc.
No One Can Hear You		PS/CC	Cinemavault Releasing, Inc.
Non -Stop		PS/CC	Cinemavault Releasing, Inc.
Nothing Men		PS/CC	Cinemavault Releasing, Inc.
Now That's Entertainment		PS/CC	Cinemavault Releasing, Inc.
Off Screen		PS/CC	Cinemavault Releasing, Inc.
Office Party		PS/CC	Cinemavault Releasing, Inc.
Once In The Life		PS/CC	Cinemavault Releasing, Inc.
One		PS/CC	Cinemavault Releasing, Inc.
One Day Removals		PS/CC	Cinemavault Releasing, Inc.
One Man Out		PS/CC	Cinemavault Releasing, Inc.
Orient Express		PS/CC	Cinemavault Releasing, Inc.
Orphans		PS/CC	Cinemavault Releasing, Inc.
Outcast		PS/CC	Cinemavault Releasing, Inc.
Outsourced		PS/CC	Cinemavault Releasing, Inc.
Paris		PS/CC	Cinemavault Releasing, Inc.
Parsley Days		PS/CC	Cinemavault Releasing, Inc.
Pauly Shore is Dead		PS/CC	Cinemavault Releasing, Inc.
Perfect Happiness		PS/CC	Cinemavault Releasing, Inc.
Perfect Lover		PS/CC	Cinemavault Releasing, Inc.
Picking Up the Pieces		PS/CC	Cinemavault Releasing, Inc.
Pink Chiquitas, The		PS/CC	Cinemavault Releasing, Inc.
Plato's Breaking Point		PS/CC	Cinemavault Releasing, Inc.
Poker Run		PS/CC	Cinemavault Releasing, Inc.
Primal Instinct		PS/CC	Cinemavault Releasing, Inc.
Productivity and Performance by Alex K.		PS/CC	Cinemavault Releasing, Inc.
Psycho Beach Party		PS/CC	Cinemavault Releasing, Inc.
Puck Hogs		PS/CC	Cinemavault Releasing, Inc.
Puffy Chair		PS/CC	Cinemavault Releasing, Inc.
Pump Up the Volume		PS/CC	Cinemavault Releasing, Inc.
Python		PS/CC	Cinemavault Releasing, Inc.
Pythons 2		PS/CC	Cinemavault Releasing, Inc.
Quantum Hoops		PS/CC	Cinemavault Releasing, Inc.
Queen's Messenger		PS/CC	Cinemavault Releasing, Inc.
Rain Drops		PS/CC	Cinemavault Releasing, Inc.
Rapid Exchange		PS/CC	Cinemavault Releasing, Inc.
Reason For Living		PS/CC	Cinemavault Releasing, Inc.
Recreator		PS/CC	Cinemavault Releasing, Inc.
Red Blooded 2		PS/CC	Cinemavault Releasing, Inc.
Red Blooded American Girl		PS/CC	Cinemavault Releasing, Inc.
Redemption Factor, The		PS/CC	Cinemavault Releasing, Inc.
Return To Hansala		PS/CC	Cinemavault Releasing, Inc.

## APPENDIX B

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS	
Reykjavik Whale Watching Massacre		PS/CC	Cinemavault Releasing, Inc.
Rigged aka Fight Night		PS/CC	Cinemavault Releasing, Inc.
Ringmaster		PS/CC	Cinemavault Releasing, Inc.
Ripper, The		PS/CC	Cinemavault Releasing, Inc.
Road Rage		PS/CC	Cinemavault Releasing, Inc.
Rockaway		PS/CC	Cinemavault Releasing, Inc.
Rub and Tug		PS/CC	Cinemavault Releasing, Inc.
Run for Your Life		PS/CC	Cinemavault Releasing, Inc.
Salvage		PS/CC	Cinemavault Releasing, Inc.
Savage		PS/CC	Cinemavault Releasing, Inc.
Savage Messiah		PS/CC	Cinemavault Releasing, Inc.
SCAR		PS/CC	Cinemavault Releasing, Inc.
Sea Wolf		PS/CC	Cinemavault Releasing, Inc.
Sex, Dogz, and Rock'n Roll		PS/CC	Cinemavault Releasing, Inc.
Sexual Dependency		PS/CC	Cinemavault Releasing, Inc.
Shark Hunter		PS/CC	Cinemavault Releasing, Inc.
Sharkskin aka Crime Guys		PS/CC	Cinemavault Releasing, Inc.
Shattered		PS/CC	Cinemavault Releasing, Inc.
She		PS/CC	Cinemavault Releasing, Inc.
She Likes Me		PS/CC	Cinemavault Releasing, Inc.
Shergar		PS/CC	Cinemavault Releasing, Inc.
Silence Of Fear, The		PS/CC	Cinemavault Releasing, Inc.
Silent Partner		PS/CC	Cinemavault Releasing, Inc.
Silver Man		PS/CC	Cinemavault Releasing, Inc.
Silver wolf		PS/CC	Cinemavault Releasing, Inc.
Sinners Need Company		PS/CC	Cinemavault Releasing, Inc.
Sister Blue		PS/CC	Cinemavault Releasing, Inc.
Sitting Ducks		PS/CC	Cinemavault Releasing, Inc.
Skills Like This		PS/CC	Cinemavault Releasing, Inc.
Sling Blade		PS/CC	Cinemavault Releasing, Inc.
Slow Burn		PS/CC	Cinemavault Releasing, Inc.
Some One To Love		PS/CC	Cinemavault Releasing, Inc.
Sortie 67		PS/CC	Cinemavault Releasing, Inc.
South Beach Dreams		PS/CC	Cinemavault Releasing, Inc.
South Paw		PS/CC	Cinemavault Releasing, Inc.
Spinning Into Butter		PS/CC	Cinemavault Releasing, Inc.
Spirit Trap		PS/CC	Cinemavault Releasing, Inc.
Spreading Ground, The		PS/CC	Cinemavault Releasing, Inc.
State Of Emergency		PS/CC	Cinemavault Releasing, Inc.
Steal A Pencil For me		PS/CC	Cinemavault Releasing, Inc.
Stepping Razor		PS/CC	Cinemavault Releasing, Inc.
Still Life		PS/CC	Cinemavault Releasing, Inc.
Stoneraft, The		PS/CC	Cinemavault Releasing, Inc.
Strange Culture		PS/CC	Cinemavault Releasing, Inc.
Strangeland		PS/CC	Cinemavault Releasing, Inc.
Streetproofing		PS/CC	Cinemavault Releasing, Inc.
Such a Long Journey		PS/CC	Cinemavault Releasing, Inc.
Sumuru		PS/CC	Cinemavault Releasing, Inc.
Survivors of the Titanic		PS/CC	Cinemavault Releasing, Inc.
Susan's Plan		PS/CC	Cinemavault Releasing, Inc.
Suspect		PS/CC	Cinemavault Releasing, Inc.
Sweet Angel Mine		PS/CC	Cinemavault Releasing, Inc.
Swordsman, The		PS/CC	Cinemavault Releasing, Inc.
Tale Of A Naughty Girl		PS/CC	Cinemavault Releasing, Inc.
Tale Of The Dog		PS/CC	Cinemavault Releasing, Inc.
Teknolust		PS/CC	Cinemavault Releasing, Inc.
Terror Island		PS/CC	Cinemavault Releasing, Inc.
That's Entertainment		PS/CC	Cinemavault Releasing, Inc.
That's Entertainment!		PS/CC	Cinemavault Releasing, Inc.
That's Entertainment, Part 2		PS/CC	Cinemavault Releasing, Inc.
The 24-Hour Woman		PS/CC	Cinemavault Releasing, Inc.
The Blind Date		PS/CC	Cinemavault Releasing, Inc.
The Body Ages		PS/CC	Cinemavault Releasing, Inc.
The Corner Shop		PS/CC	Cinemavault Releasing, Inc.
The Crop		PS/CC	Cinemavault Releasing, Inc.
The Crossing		PS/CC	Cinemavault Releasing, Inc.

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
The Delivery		PS/CC	Cinemavault Releasing, Inc.
The Dinosaur Hunter		PS/CC	Cinemavault Releasing, Inc.
The Disturbed		PS/CC	Cinemavault Releasing, Inc.
The Fast Runner		PS/CC	Cinemavault Releasing, Inc.
The First Saturday In May		PS/CC	Cinemavault Releasing, Inc.
The Fitness Formula		PS/CC	Cinemavault Releasing, Inc.
The Gold Medal Years		PS/CC	Cinemavault Releasing, Inc.
The Health Fitness Professional		PS/CC	Cinemavault Releasing, Inc.
The Heist		PS/CC	Cinemavault Releasing, Inc.
The Inside		PS/CC	Cinemavault Releasing, Inc.
The Legend of Sea Wolf		PS/CC	Cinemavault Releasing, Inc.
The Loons		PS/CC	Cinemavault Releasing, Inc.
The Lowdown		PS/CC	Cinemavault Releasing, Inc.
The Outcast		PS/CC	Cinemavault Releasing, Inc.
The Sea Wolf		PS/CC	Cinemavault Releasing, Inc.
The Search For Intimacy		PS/CC	Cinemavault Releasing, Inc.
The Silent Partner		PS/CC	Cinemavault Releasing, Inc.
The Stress Management		PS/CC	Cinemavault Releasing, Inc.
The Suspect		PS/CC	Cinemavault Releasing, Inc.
The Suspects		PS/CC	Cinemavault Releasing, Inc.
The Tryst: Terror Lodge		PS/CC	Cinemavault Releasing, Inc.
The Undertaker's Wedding		PS/CC	Cinemavault Releasing, Inc.
Theory Of Achievement		PS/CC	Cinemavault Releasing, Inc.
Thirsting		PS/CC	Cinemavault Releasing, Inc.
This Filthy World		PS/CC	Cinemavault Releasing, Inc.
Threads aka Stitched aka Garmento		PS/CC	Cinemavault Releasing, Inc.
Three		PS/CC	Cinemavault Releasing, Inc.
Ticking Man, The		PS/CC	Cinemavault Releasing, Inc.
Time for Drunken Horses		PS/CC	Cinemavault Releasing, Inc.
Titanic Town		PS/CC	Cinemavault Releasing, Inc.
To Kill A Killer		PS/CC	Cinemavault Releasing, Inc.
Tom White		PS/CC	Cinemavault Releasing, Inc.
Too Much Sleep		PS/CC	Cinemavault Releasing, Inc.
Touch & Go		PS/CC	Cinemavault Releasing, Inc.
Tracks		PS/CC	Cinemavault Releasing, Inc.
Trail of Passion		PS/CC	Cinemavault Releasing, Inc.
Trucker		PS/CC	Cinemavault Releasing, Inc.
Twilight Time		PS/CC	Cinemavault Releasing, Inc.
Under the Influence		PS/CC	Cinemavault Releasing, Inc.
Understanding Adolescence		PS/CC	Cinemavault Releasing, Inc.
Undertaker's Wedding, The		PS/CC	Cinemavault Releasing, Inc.
Used Parts		PS/CC	Cinemavault Releasing, Inc.
Venice Venice		PS/CC	Cinemavault Releasing, Inc.
Vivid		PS/CC	Cinemavault Releasing, Inc.
Wannabes		PS/CC	Cinemavault Releasing, Inc.
Water Under the Bridge aka Shattered		PS/CC	Cinemavault Releasing, Inc.
Wellness In The Workplace		PS/CC	Cinemavault Releasing, Inc.
West Of Here		PS/CC	Cinemavault Releasing, Inc.
What I Like About You		PS/CC	Cinemavault Releasing, Inc.
When		PS/CC	Cinemavault Releasing, Inc.
When Brendan Met Trudy		PS/CC	Cinemavault Releasing, Inc.
When Harry Tries To Marry		PS/CC	Cinemavault Releasing, Inc.
Where God Left His Shoes		PS/CC	Cinemavault Releasing, Inc.
Willfull		PS/CC	Cinemavault Releasing, Inc.
Windman		PS/CC	Cinemavault Releasing, Inc.
Young Alexander		PS/CC	Cinemavault Releasing, Inc.
Youth Stress		PS/CC	Cinemavault Releasing, Inc.
Zemanovaload aka The Perfect Ten		PS/CC	Cinemavault Releasing, Inc.
Zombie King		PS/CC	Cinemavault Releasing, Inc.
Agent of Influence		PS/CC	Cogeco Radio-Television
Blessed Stranger: After Flight 111		PS/CC	Cogeco Radio-Television
Children of My Heart		PS/CC	Cogeco Radio-Television

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Iron Road		PS/CC	Cogeco Radio-Television
Love and Murder		PS/CC	Cogeco Radio-Television
Direct 2 U		PS/CC	Computer Personalities Systems Inc.
Video Computer		PS/CC	Computer Personalities Systems Inc.
Video Computer Store		PS/CC	Computer Personalities Systems Inc.
Video Computer Store 13		PS/CC	Computer Personalities Systems Inc.
Aspects of War		PS/CC	David Finch Distribution Ltd.
Aviation of War		PS/CC	David Finch Distribution Ltd.
Battle of Cassino		PS/CC	David Finch Distribution Ltd.
Battle of the Bulge		PS/CC	David Finch Distribution Ltd.
Battle of Warsaw		PS/CC	David Finch Distribution Ltd.
Blood in the Snow - The Russian/German War		PS/CC	David Finch Distribution Ltd.
Bomber Command		PS/CC	David Finch Distribution Ltd.
Desert Battles		PS/CC	David Finch Distribution Ltd.
For Gallantry – Malta's Struggle in WWII		PS/CC	David Finch Distribution Ltd.
Gehlen - Superspy		PS/CC	David Finch Distribution Ltd.
Great British Jets		PS/CC	David Finch Distribution Ltd.
Heroes of Aviation		PS/CC	David Finch Distribution Ltd.
Military Aircraft of the 20th Century		PS/CC	David Finch Distribution Ltd.
Night Bombers		PS/CC	David Finch Distribution Ltd.
Operation Barbarossa		PS/CC	David Finch Distribution Ltd.
Operation Valkyrie		PS/CC	David Finch Distribution Ltd.
Soldiers in the Air		PS/CC	David Finch Distribution Ltd.
Spitfire		PS/CC	David Finch Distribution Ltd.
Tanks & Armoured Vehicles		PS/CC	David Finch Distribution Ltd.
The Boeing B17 Bomber		PS/CC	David Finch Distribution Ltd.
The F16 Fighter		PS/CC	David Finch Distribution Ltd.
The Great War 1914-18		PS/CC	David Finch Distribution Ltd.
The History of Flight		PS/CC	David Finch Distribution Ltd.
The Story of D-Day		PS/CC	David Finch Distribution Ltd.
The Ultimate Story of The Messerschmitt		PS/CC	David Finch Distribution Ltd.
The War Diaries 1939 - 1945		PS/CC	David Finch Distribution Ltd.
The World's Worst Drivers: Caught on Tape 3		PS/CC	David Finch Distribution Ltd.
When War Broke Out		PS/CC	David Finch Distribution Ltd.
Wings of War		PS/CC	David Finch Distribution Ltd.
World War II Day by Day		PS/CC	David Finch Distribution Ltd.
A Young Connecticut Yankee in King Arthur's Court		PS/CC	Filmline International 1999 Inc.
Eye of the Beholder		PS/CC	Filmline International 1999 Inc.
Free Money		PS/CC	Filmline International 1999 Inc.
Highlander: Counterfeit		PS/CC	Filmline International 1999 Inc.
Highlander: The Series		PS/CC	Filmline International 1999 Inc.
Secret Adventures of Jules Verne		PS/CC	Filmline International 1999 Inc.
Silent Trigger		PS/CC	Filmline International 1999 Inc.
The Secret Adventures of Jules Verne		PS/CC	Filmline International 1999 Inc.
This Is My Father		PS/CC	Filmline International 1999 Inc.
Toby McTeague		PS/CC	Filmline International 1999 Inc.
Young Ivanhoe		PS/CC	Filmline International 1999 Inc.
Forests of Canada		PS/CC	King Motion Picture Corporation
Of Humans and Nature		PS/CC	King Motion Picture Corporation
This Living World		PS/CC	King Motion Picture Corporation
Great Canadian Food		PS/CC	Knight Enterprises
The Great Canadian Food Show		PS/CC	Knight Enterprises
Caribou Kitchen		PS/CC	Link Television Entertainment
Skylark		PS/CC	Link Television Entertainment
Teddy Bears Rescue		PS/CC	Link Television Entertainment
Teddy Bears' Scare		PS/CC	Link Television Entertainment
Adventurers		PS/CC	Magus Entertainment
Aladdin and the Magic Lamp		PS/CC	Magus Entertainment
Boys		PS/CC	Magus Entertainment

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
The Little Mermaid		PS/CC	Magus Entertainment
Once in a Blue Moon		PS/CC	Magus Entertainment / Gorky Studios
Big Comfy Couch		PS/CC	Mansfield Television Distribution Co.
Canadian Rockies Celebrity Sports Invitational		PS/CC	Mansfield Television Distribution Co.
Celebrity Sports		PS/CC	Mansfield Television Distribution Co.
Celebrity Sports Invitational		PS/CC	Mansfield Television Distribution Co.
Celebrity Sports Invitational '04		PS/CC	Mansfield Television Distribution Co.
Celebrity Sports Invitationals From Around the World: 20th Anniversary		PS/CC	Mansfield Television Distribution Co.
Holiday Celebrity Sports Invitational		PS/CC	Mansfield Television Distribution Co.
Holiday Celebrity Sports Spectacular		PS/CC	Mansfield Television Distribution Co.
Island Summer Celebrity Sports Invitational		PS/CC	Mansfield Television Distribution Co.
Latin Access		PS/CC	Mansfield Television Distribution Co.
Mahalia Jackson: The Power and the Glory		PS/CC	Mansfield Television Distribution Co.
Marjoe Gortner Celebrity Sports Invitational		PS/CC	Mansfield Television Distribution Co.
Marjoe Gortner's Winter Celebrity Sports Invitational		PS/CC	Mansfield Television Distribution Co.
News for Kids		PS/CC	Mansfield Television Distribution Co.
Nuevo Vallarta Celebrity Sports Invitational		PS/CC	Mansfield Television Distribution Co.
Princess Diana		PS/CC	Mansfield Television Distribution Co.
Steel Dreams		PS/CC	Mansfield Television Distribution Co.
Summer Celebrity Golf Challenge		PS/CC	Mansfield Television Distribution Co.
Summer Celebrity Sports Invitational		PS/CC	Mansfield Television Distribution Co.
The Banff Winter Celebrity Sports Invitational		PS/CC	Mansfield Television Distribution Co.
The Best of Celebrity Sports International		PS/CC	Mansfield Television Distribution Co.
The Winter Games Celebrity Sports International		PS/CC	Mansfield Television Distribution Co.
Winter Celebrity Sports Invitational		PS/CC	Mansfield Television Distribution Co.
Better Homes and Gardens		PS/CC	Meredith Corporation
Acme School of Stuff		PS/CC	Ontario Educational Communications Authority
Ancient Civilizations		PS/CC	Ontario Educational Communications Authority
Organic Chemistry		PS/CC	Ontario Educational Communications Authority
Organic Chemistry 1		PS/CC	Ontario Educational Communications Authority
Organic Chemistry 2		PS/CC	Ontario Educational Communications Authority
Origins		PS/CC	Ontario Educational Communications Authority
Our Fragile World		PS/CC	Ontario Educational Communications Authority
Polka Dot Shorts		PS/CC	Ontario Educational Communications Authority
Dying to Win		PS/CC	Paradigm Pictures Corporation
Lost & Found		PS/CC	Paradigm Pictures Corporation
Lost and Found		PS/CC	Paradigm Pictures Corporation
Lost and Found: The Story of Romania's Forgotten Children		PS/CC	Paradigm Pictures Corporation
Las Aventuras de Tom Sawyer		PS/CC	PMT, Ltd.
Little Women		PS/CC	PMT, Ltd.
Nature of the Holy Land		PS/CC	PMT, Ltd.
Swiss Family Robinson		PS/CC	PMT, Ltd.
Testify		PS/CC	PMT, Ltd.
Testify!		PS/CC	PMT, Ltd.
Testify! A Gospel Celebration		PS/CC	PMT, Ltd.
24 POSES		PS/CC	Productions Pixcom, Inc.
37,5		PS/CC	Productions Pixcom, Inc.
A SPECIE'S ODYSSEY / ODYSÉE DE L'ESPÈCE		PS/CC	Productions Pixcom, Inc.



**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
ATLANTIDE		PS/CC	Productions Pixcom, Inc.
AU NOM DE LA LOI		PS/CC	Productions Pixcom, Inc.
AUTEUR LIBRE		PS/CC	Productions Pixcom, Inc.
AVEUX		PS/CC	Productions Pixcom, Inc.
BANC D'ESSAI DU PEUPLE 2, LE		PS/CC	Productions Pixcom, Inc.
BANC D'ESSAI DU PEUPLE 3, LE		PS/CC	Productions Pixcom, Inc.
BANC D'ESSAI DU PEUPLE, LE		PS/CC	Productions Pixcom, Inc.
Banzai		PS/CC	Productions Pixcom, Inc.
BANZAI 2		PS/CC	Productions Pixcom, Inc.
BANZAI 3		PS/CC	Productions Pixcom, Inc.
BANZAI 4		PS/CC	Productions Pixcom, Inc.
BANZAI / GENRE!		PS/CC	Productions Pixcom, Inc.
Being Beautiful		PS/CC	Productions Pixcom, Inc.
BIENVENUE DANS MON PAYS		PS/CC	Productions Pixcom, Inc.
BIENVENUE DS MON PAYS 2		PS/CC	Productions Pixcom, Inc.
BIOGRAPHIE DANIEL LAMARRE		PS/CC	Productions Pixcom, Inc.
BIOGRAPHIES, LES (SAISON 1 & 2)		PS/CC	Productions Pixcom, Inc.
BIOGRAPHIES, LES (SAISON 3)		PS/CC	Productions Pixcom, Inc.
BIOGRAPHIES, LES (SAISON 4)		PS/CC	Productions Pixcom, Inc.
BIOGRAPHIES, LES (SAISON 5)		PS/CC	Productions Pixcom, Inc.
BONS BAISÉS D'AMÉRIQUE (REPACK)		PS/CC	Productions Pixcom, Inc.
ÇA MANQUE À MA CULTURE		PS/CC	Productions Pixcom, Inc.
ÇA MANQUE À MA CULTURE 2		PS/CC	Productions Pixcom, Inc.
CAMÉRA TOUT-TERRAIN		PS/CC	Productions Pixcom, Inc.
CAP SUR LES ÎLES 2		PS/CC	Productions Pixcom, Inc.
CAVERNE D'ALIBABA		PS/CC	Productions Pixcom, Inc.
CENT ANS EN CHANTANT		PS/CC	Productions Pixcom, Inc.
CENT TITRE 5 / AUTEUR LIBRE 2		PS/CC	Productions Pixcom, Inc.
CENT TITRES 2		PS/CC	Productions Pixcom, Inc.
CENT TITRES 3		PS/CC	Productions Pixcom, Inc.
CENT TITRES 4		PS/CC	Productions Pixcom, Inc.
Centenaire de Desjardins		PS/CC	Productions Pixcom, Inc.
CHOIX DE SOPHIE - 4		PS/CC	Productions Pixcom, Inc.
CHOIX DE SOPHIE 5		PS/CC	Productions Pixcom, Inc.
CHOIX DE SOPHIE 2A		PS/CC	Productions Pixcom, Inc.
CHOIX DE SOPHIE 2B		PS/CC	Productions Pixcom, Inc.
CHOIX DE SOPHIE 3		PS/CC	Productions Pixcom, Inc.
CIGARETTE, MON AMIE, MON ENNEMIE		PS/CC	Productions Pixcom, Inc.
CODE CHASTENAY 2, LE		PS/CC	Productions Pixcom, Inc.
CODE CHASTENAY, LE		PS/CC	Productions Pixcom, Inc.
Complètement marteau		PS/CC	Productions Pixcom, Inc.
CONGRÈS FÉDÉRÉE		PS/CC	Productions Pixcom, Inc.
COUP DE CŒUR		PS/CC	Productions Pixcom, Inc.
COUP DE POUCE		PS/CC	Productions Pixcom, Inc.
CULTIVÉ BIEN ÉLEVÉ 2		PS/CC	Productions Pixcom, Inc.
CULTIVÉ ET BIEN ÉLEVÉ		PS/CC	Productions Pixcom, Inc.
CULTIVÉ ET BIEN ÉLEVÉ - 3		PS/CC	Productions Pixcom, Inc.
CULTIVÉ ET BIEN ÉLEVÉ 6		PS/CC	Productions Pixcom, Inc.
CULTIVÉ ET BIEN ÉLEVÉ 4		PS/CC	Productions Pixcom, Inc.
CULTIVÉ ET BIEN ÉLEVÉ 5		PS/CC	Productions Pixcom, Inc.
DÉLIRIUM		PS/CC	Productions Pixcom, Inc.
DES QUÉBÉCOIS AU FRONT / DES CANADIENS AU FRONT		PS/CC	Productions Pixcom, Inc.
DESJARDINS "DOCUMENTAIRE"		PS/CC	Productions Pixcom, Inc.
DESJARDINS "VARIÉTÉ"		PS/CC	Productions Pixcom, Inc.
DESTINATION BEAUTÉ / BEING BEAUTIFUL		PS/CC	Productions Pixcom, Inc.
DESTINÉES		PS/CC	Productions Pixcom, Inc.
DESTINÉES 2		PS/CC	Productions Pixcom, Inc.
DESTINÉES 3		PS/CC	Productions Pixcom, Inc.
DESTINÉES 4		PS/CC	Productions Pixcom, Inc.
DIABOLO MENTHE		PS/CC	Productions Pixcom, Inc.
D'ICI ET D'AILLEURS		PS/CC	Productions Pixcom, Inc.
D'ICI ET D'AILLEURS 2		PS/CC	Productions Pixcom, Inc.

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
DOS À DOS		PS/CC	Productions Pixcom, Inc.
DOS ADO 2		PS/CC	Productions Pixcom, Inc.
DOUBLE MIXTE		PS/CC	Productions Pixcom, Inc.
DROIT AU CŒUR		PS/CC	Productions Pixcom, Inc.
DROITS AU CŒUR 2		PS/CC	Productions Pixcom, Inc.
ÉCRAN LIBRE		PS/CC	Productions Pixcom, Inc.
FALLAIT Y PENSER / WHAT'S THAT ABOUT		PS/CC	Productions Pixcom, Inc.
FALLAIT Y PENSER 2 / WHAT'S THAT ABOUT 2		PS/CC	Productions Pixcom, Inc.
FALLAIT Y PENSER 3 / WHAT'S THAT ABOUT 3		PS/CC	Productions Pixcom, Inc.
Festival of Stars		PS/CC	Productions Pixcom, Inc.
FESTIVAL OF STARS 2		PS/CC	Productions Pixcom, Inc.
Festival of Stars 2: Tom Cochrane		PS/CC	Productions Pixcom, Inc.
FESTIVAL OF STARS 3		PS/CC	Productions Pixcom, Inc.
FESTIVAL OF STARS 4		PS/CC	Productions Pixcom, Inc.
Festival of Stars III: Luba		PS/CC	Productions Pixcom, Inc.
Festival of Stars: Coral Egan		PS/CC	Productions Pixcom, Inc.
Festival of Stars: Soul Attorneys		PS/CC	Productions Pixcom, Inc.
FLEURIR LE QUÉBEC		PS/CC	Productions Pixcom, Inc.
FRED-DY		PS/CC	Productions Pixcom, Inc.
FRED-DY 2		PS/CC	Productions Pixcom, Inc.
FREDO 2		PS/CC	Productions Pixcom, Inc.
FREDO LE MAGICIEN		PS/CC	Productions Pixcom, Inc.
FRIMOUSSES		PS/CC	Productions Pixcom, Inc.
FRIMOUSSES 2		PS/CC	Productions Pixcom, Inc.
GANG DE RUE		PS/CC	Productions Pixcom, Inc.
GANG DE RUE (repack)		PS/CC	Productions Pixcom, Inc.
GOÛT DU MONDE F		PS/CC	Productions Pixcom, Inc.
GOÛT DU MONDE G		PS/CC	Productions Pixcom, Inc.
GOÛT DU MONDE H		PS/CC	Productions Pixcom, Inc.
GOÛT DU MONDE I		PS/CC	Productions Pixcom, Inc.
GOÛT DU MONDE-H		PS/CC	Productions Pixcom, Inc.
GRANDS ÉVÉNEMENTS DU BIO		PS/CC	Productions Pixcom, Inc.
Gregorian Chant: Songs of the Spirit		PS/CC	Productions Pixcom, Inc.
HISTOIRE À LA UNE		PS/CC	Productions Pixcom, Inc.
HISTOIRE À LA UNE - 3		PS/CC	Productions Pixcom, Inc.
HISTOIRE À LA UNE 2		PS/CC	Productions Pixcom, Inc.
HISTOIRE DE TRAIN		PS/CC	Productions Pixcom, Inc.
HISTOIRE MARITIMES		PS/CC	Productions Pixcom, Inc.
HOMÉO,CHIRO,DOC & CIE		PS/CC	Productions Pixcom, Inc.
HOMO SAPIENS		PS/CC	Productions Pixcom, Inc.
HORS DES SENTIERS BATTUS		PS/CC	Productions Pixcom, Inc.
HYPNOSE		PS/CC	Productions Pixcom, Inc.
I.D. MAISON		PS/CC	Productions Pixcom, Inc.
I-D maison		PS/CC	Productions Pixcom, Inc.
ID MAISON - 2		PS/CC	Productions Pixcom, Inc.
ID MAISON 3		PS/CC	Productions Pixcom, Inc.
INDICES PENSABLES 2		PS/CC	Productions Pixcom, Inc.
Insectia		PS/CC	Productions Pixcom, Inc.
INSECTIA 3		PS/CC	Productions Pixcom, Inc.
JACQUES PARIZEAU		PS/CC	Productions Pixcom, Inc.
JEUX DE SOCIÉTÉ - 5		PS/CC	Productions Pixcom, Inc.
JEUX DE SOCIÉTÉ 7		PS/CC	Productions Pixcom, Inc.
JEUX DE SOCIÉTÉ 10		PS/CC	Productions Pixcom, Inc.
JEUX DE SOCIÉTÉ 3		PS/CC	Productions Pixcom, Inc.
JEUX DE SOCIÉTÉ 4		PS/CC	Productions Pixcom, Inc.
JEUX DE SOCIÉTÉ 6		PS/CC	Productions Pixcom, Inc.
JEUX DE SOCIÉTÉ 8		PS/CC	Productions Pixcom, Inc.
JEUX DE SOCIÉTÉ 9		PS/CC	Productions Pixcom, Inc.
KABOUM 3		PS/CC	Productions Pixcom, Inc.
KABOUM!		PS/CC	Productions Pixcom, Inc.
KABOUM! 2		PS/CC	Productions Pixcom, Inc.

## APPENDIX B

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS	
KABOUM! 4		PS/CC	Productions Pixcom, Inc.
KABOUM! 5		PS/CC	Productions Pixcom, Inc.
KAMPAÏ! À VOTRE SANTÉ		PS/CC	Productions Pixcom, Inc.
KT 3Z		PS/CC	Productions Pixcom, Inc.
LA GRANDE VIRÉE		PS/CC	Productions Pixcom, Inc.
LA LIGNE BRISÉE		PS/CC	Productions Pixcom, Inc.
LA LIGNE BRISÉE (MAKING OF)		PS/CC	Productions Pixcom, Inc.
LA MACHINE SPORTIVE		PS/CC	Productions Pixcom, Inc.
LA VIE À VIF		PS/CC	Productions Pixcom, Inc.
LE 7E ROUND		PS/CC	Productions Pixcom, Inc.
LE CERCLE		PS/CC	Productions Pixcom, Inc.
LE CERCLE 2		PS/CC	Productions Pixcom, Inc.
LE CERCLE 3		PS/CC	Productions Pixcom, Inc.
LE CERCLE 4		PS/CC	Productions Pixcom, Inc.
LE CERCLE 5		PS/CC	Productions Pixcom, Inc.
LE QUATRIÈME POUVOIR		PS/CC	Productions Pixcom, Inc.
LE RETOUR		PS/CC	Productions Pixcom, Inc.
LE RETOUR BENOIT GAGNON		PS/CC	Productions Pixcom, Inc.
LE SACRE DE L'HOMME / THE RISE OF MAN		PS/CC	Productions Pixcom, Inc.
L'ÉCOLE EST FINI		PS/CC	Productions Pixcom, Inc.
LES BEAUX JARDINS		PS/CC	Productions Pixcom, Inc.
LES FERMES DU MONDE		PS/CC	Productions Pixcom, Inc.
Les Frimousses		PS/CC	Productions Pixcom, Inc.
LES GRANDS DUELS DE LA LNI		PS/CC	Productions Pixcom, Inc.
LICENCE TO DRILL		PS/CC	Productions Pixcom, Inc.
MANGER		PS/CC	Productions Pixcom, Inc.
MANGER 2		PS/CC	Productions Pixcom, Inc.
MARIE, MÈRE...		PS/CC	Productions Pixcom, Inc.
MARTEAU 6		PS/CC	Productions Pixcom, Inc.
MER DE COTEZ		PS/CC	Productions Pixcom, Inc.
MÉTROPOLIS		PS/CC	Productions Pixcom, Inc.
MÉTROPOLIS 2		PS/CC	Productions Pixcom, Inc.
MONSIEUR SHOWBIZ		PS/CC	Productions Pixcom, Inc.
Motel H?l?ne		PS/CC	Productions Pixcom, Inc.
MOTEL HÉLÈNE		PS/CC	Productions Pixcom, Inc.
OFFENBACH (DOCUMENTAIRE)		PS/CC	Productions Pixcom, Inc.
OFFENBACH (VARIÉTÉ)		PS/CC	Productions Pixcom, Inc.
Pareil pas pareil		PS/CC	Productions Pixcom, Inc.
PAREIL PAS PAREIL 2		PS/CC	Productions Pixcom, Inc.
PERFORMANCE		PS/CC	Productions Pixcom, Inc.
PICHÉ, ENTRE CIEL ET TERRE		PS/CC	Productions Pixcom, Inc.
PIEDS DANS LA MARGE 2, LES		PS/CC	Productions Pixcom, Inc.
PIEDS DANS LA MARGE 3, LES		PS/CC	Productions Pixcom, Inc.
PIEDS DANS LA MARGE 4, LES		PS/CC	Productions Pixcom, Inc.
PIEDS DANS LA MARGE, LES		PS/CC	Productions Pixcom, Inc.
REVANCHE DES NERDZ		PS/CC	Productions Pixcom, Inc.
REVANCHE DES NERDZ, 2001		PS/CC	Productions Pixcom, Inc.
REVANCHE DES NERDZ, 2002		PS/CC	Productions Pixcom, Inc.
REVANCHE DES NERDZ, 2003		PS/CC	Productions Pixcom, Inc.
REVANCHE DES NERDZ, 2004		PS/CC	Productions Pixcom, Inc.
REVANCHE DES NERDZ, 2005		PS/CC	Productions Pixcom, Inc.
REVANCHE DES NERDZ, 2006		PS/CC	Productions Pixcom, Inc.
REVANCHE DES NERDZ, 2007		PS/CC	Productions Pixcom, Inc.
REVANCHE DES NERDZ, 2008		PS/CC	Productions Pixcom, Inc.
REVANCHE DES NERDZ, 2009		PS/CC	Productions Pixcom, Inc.
RIRE DE LA MER, LE		PS/CC	Productions Pixcom, Inc.
RUMEURS DE MIRACLE		PS/CC	Productions Pixcom, Inc.
SANS DÉTOUR		PS/CC	Productions Pixcom, Inc.
SI C'ÉTAIT VRAI		PS/CC	Productions Pixcom, Inc.
SUPERWOMAN...RAS LE BOL!		PS/CC	Productions Pixcom, Inc.
SURVIVRE		PS/CC	Productions Pixcom, Inc.
TAXI POUR L'AMÉRIQUE		PS/CC	Productions Pixcom, Inc.
TECHNOPOLIS		PS/CC	Productions Pixcom, Inc.
TRASHOPOLIS		PS/CC	Productions Pixcom, Inc.
TUEURS INVISIBLES		PS/CC	Productions Pixcom, Inc.

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
UN TUEUR SI PROCHE 2 / KILLER NEXT DOOR 2		PS/CC	Productions Pixcom, Inc.
UN TUEUR SI PROCHE / KILLER NEXT DOOR		PS/CC	Productions Pixcom, Inc.
UN TUEUR SI PROCHE 3		PS/CC	Productions Pixcom, Inc.
UN TUEUR SI PROCHE 4		PS/CC	Productions Pixcom, Inc.
UN TUEUR SI PROCHE 5		PS/CC	Productions Pixcom, Inc.
UN TUEUR SI PROCHE 6		PS/CC	Productions Pixcom, Inc.
VIE SANS FRONTIÈRES, LA		PS/CC	Productions Pixcom, Inc.
VISITE LIBRE 2		PS/CC	Productions Pixcom, Inc.
VISITE LIBRE 3		PS/CC	Productions Pixcom, Inc.
VISITE LIBRE 4		PS/CC	Productions Pixcom, Inc.
VISITE LIBRE 5		PS/CC	Productions Pixcom, Inc.
VISITE LIBRE 6		PS/CC	Productions Pixcom, Inc.
Chef School		PS/CC	Red Apple Entertainment Corporation (cka Frantic Films)
Chef School 2		PS/CC	Red Apple Entertainment Corporation (cka Frantic Films)
Disappearing Male		PS/CC	Red Apple Entertainment Corporation (cka Frantic Films)
Escuadr?n Counterforce		PS/CC	Red Apple Entertainment Corporation (cka Frantic Films)
Fink		PS/CC	Red Apple Entertainment Corporation (cka Frantic Films)
Gamer		PS/CC	Red Apple Entertainment Corporation (cka Frantic Films)
Masterminds		PS/CC	Red Apple Entertainment Corporation (cka Frantic Films)
Opening Soon		PS/CC	Red Apple Entertainment Corporation (cka Frantic Films)
Singles Court		PS/CC	Red Apple Entertainment Corporation (cka Frantic Films)
Surgeons		PS/CC	Red Apple Entertainment Corporation (cka Frantic Films)
The Disciples		PS/CC	Red Apple Entertainment Corporation (cka Frantic Films)
Thrill of a Lifetime		PS/CC	Red Apple Entertainment Corporation (cka Frantic Films)
A Delicate Battle		PS/CC	Sound Venture Productions Ottawa Ltd.
Actor's Notes		PS/CC	Sound Venture Productions Ottawa Ltd.
Angels of Mercy		PS/CC	Sound Venture Productions Ottawa Ltd.
Artifacts		PS/CC	Sound Venture Productions Ottawa Ltd.
Asylum of Spoons		PS/CC	Sound Venture Productions Ottawa Ltd.
Canvas of Conflict		PS/CC	Sound Venture Productions Ottawa Ltd.
Canvas of War		PS/CC	Sound Venture Productions Ottawa Ltd.
Cela Franca		PS/CC	Sound Venture Productions Ottawa Ltd.
Foot Notes		PS/CC	Sound Venture Productions Ottawa Ltd.
Frame By Frame		PS/CC	Sound Venture Productions Ottawa Ltd.
Frank Augustyn		PS/CC	Sound Venture Productions Ottawa Ltd.
Freedom		PS/CC	Sound Venture Productions Ottawa Ltd.
Get A Life		PS/CC	Sound Venture Productions Ottawa Ltd.
Homes By Design		PS/CC	Sound Venture Productions Ottawa Ltd.
In Search of a Soul		PS/CC	Sound Venture Productions Ottawa Ltd.
Jewel on The Hill		PS/CC	Sound Venture Productions Ottawa Ltd.
Live From the National Arts Centre		PS/CC	Sound Venture Productions Ottawa Ltd.
More Than Meets the Eye		PS/CC	Sound Venture Productions Ottawa Ltd.
Opera Under The Stars		PS/CC	Sound Venture Productions Ottawa Ltd.
Painting Pictures		PS/CC	Sound Venture Productions Ottawa Ltd.
Paradise Seekers		PS/CC	Sound Venture Productions Ottawa Ltd.
Surviving The Fear		PS/CC	Sound Venture Productions Ottawa Ltd.
The Dancers' Story		PS/CC	Sound Venture Productions Ottawa Ltd.
The Group of Seven		PS/CC	Sound Venture Productions Ottawa Ltd.
The Toy Castle		PS/CC	Sound Venture Productions Ottawa Ltd.
Time To Dance		PS/CC	Sound Venture Productions Ottawa Ltd.
Toy Castle		PS/CC	Sound Venture Productions Ottawa Ltd.
Whole Notes		PS/CC	Sound Venture Productions Ottawa Ltd.
Wild By Nature		PS/CC	Sound Venture Productions Ottawa Ltd.
Wild By Nature Shorts		PS/CC	Sound Venture Productions Ottawa Ltd.
James Dean		PS/CC	Splendid Film GmbH
Victoria & Albert		PS/CC	Splendid Film GmbH
Angel Voices, Libera in Concert		PS/CC	TV Matters cka Film Matters
Anne Frank, the Missing Chapter		PS/CC	TV Matters cka Film Matters
Beat the Devil		PS/CC	TV Matters cka Film Matters
Beneath the 12 Mile Reef		PS/CC	TV Matters cka Film Matters
Beneath the 12-Mile Reef		PS/CC	TV Matters cka Film Matters
Body and Soul		PS/CC	TV Matters cka Film Matters
Cantors, A Faith in Song		PS/CC	TV Matters cka Film Matters

**APPENDIX B**

MC PROGRAM	ENGLISH LANGUAGE TRANSLATION	PHASE I CATEGORY	MC CLAIMANT
		<b>PS/CC: Program Suppliers and Canadian Claimants categories; otherwise only PS</b>	
Carnival Story		PS/CC	TV Matters cka Film Matters
Day of the Triffids		PS/CC	TV Matters cka Film Matters
Diabolique		PS/CC	TV Matters cka Film Matters
Gulliver's Travels		PS/CC	TV Matters cka Film Matters
His Girl Friday		PS/CC	TV Matters cka Film Matters
Invaders From Mars		PS/CC	TV Matters cka Film Matters
Irish Tenors		PS/CC	TV Matters cka Film Matters
Irish Tenors Ellis Island		PS/CC	TV Matters cka Film Matters
Irish Tenors: Live From Belfast		PS/CC	TV Matters cka Film Matters
Kansas Pacific		PS/CC	TV Matters cka Film Matters
Love Affair		PS/CC	TV Matters cka Film Matters
Royal Wedding		PS/CC	TV Matters cka Film Matters
Terror by Night		PS/CC	TV Matters cka Film Matters
The Day of the Triffids		PS/CC	TV Matters cka Film Matters
The Flying Deuces		PS/CC	TV Matters cka Film Matters
The Irish Tenors		PS/CC	TV Matters cka Film Matters
The Irish Tenors Live In Belfast		PS/CC	TV Matters cka Film Matters
The Irish Tenors, Ellis Island		PS/CC	TV Matters cka Film Matters
Tulsa		PS/CC	TV Matters cka Film Matters

# Proof of Delivery

I hereby certify that on Friday, June 17, 2022, I provided a true and correct copy of the MPA Reply To Multigroup Claimants' Opposition To MPA Motion For Disallowance Of Claims Made By Multigroup Claimants to the following:

Joint Sports Claimants, represented by Michael E Kientzle, served via E-Service at michael.kientzle@arnoldporter.com

Broadcaster Claimants Group, represented by John Stewart, served via E-Service at jstewart@crowell.com

Broadcast Music, Inc., represented by Jennifer T. Criss, served via E-Service at jennifer.criss@dbr.com

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

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

American Society of Composers, Authors and Publishers (ASCAP), represented by Sam Mosenkis, served via E-Service at smosenkis@ascap.com

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

SESAC Performing Rights, LLC, represented by Timothy L Warnock, served via E-Service at twarnock@loeb.com

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

Signed: /s/ Lucy H Plovnick