Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In the Matter of	)	
	)	
Distribution of 2014-2017	)	Docket No. 16-CRB-0009-CD
Cable Royalty Funds	)	(2014-2017)
	)	

REPLY IN SUPPORT OF
MOTION FOR RECONSIDERATIONOF [RESTRICTED] ORDER 48
ON MOTION OF MULTIGROUP CLAIMANTS FOR
PARTIAL DISTRIBUTION (2015-2017 Deposits)

In its original *Motion for Partial Distribution*, dated over three years ago,[1] Worldwide Subsidy Group LLC dba Multigroup Claimants ("MGC") quite explicitly sought a partial distribution of 2015-2017 cable royalty funds equal to 50% of the average percentage awarded to MGC in the devotional category for the 2010-2013 cable royalty proceedings. The percentages previously awarded to MGC were a matter of public record, but the percentages of cable royalties yet-to-be awarded to the devotional category for 2015-2017 was unknown, and could only be estimated. This changed upon conclusion of the 2014-2017 cable Allocation proceedings on June 28, 2024, which revealed that MGC had significantly underestimated the amount to be awarded to the devotional programming category. Applying MGC's average percentage award from the 2010-2013 cable proceedings to the amount actually awarded to the devotional category, then halving it as MGC's *Motion for Partial Distribution* requested, would have resulted in a partial distribution of $3,642,707.

[1] *Multigroup Claimants' Motion for Partial Distribution of 2015-2017 Cable Royalties*, filed July 23 2021.

Nonetheless, between the Judges determination to award only half of MGC's requested relief for partial distribution, the Judges' application of the underestimated award to the devotional programming category, and an ambiguously phrased order, the Licensing Division has calculated that in response to the Judge's *Order 48 on Motion of Multigroup Claimants for Partial Distribution of 2015-2017 Cable Royalty Funds* ("*Order 48*"), that it will be distributing only $90,146 to MGC. It does not take a genius to understand that an error in calculation and meaning occurred along the way.

A. Numerous bases exist for MGC's motion for reconsideration.

The SDC contend that MGC does not articulate the allowable basis for its motion for consideration, and that MGC "simply retreads its reply briefs". The SDC conspicuously omits to explain how this might occur when the very bases for MGC's motion for reconsideration involve evidence and arguments *never previously brought before the Judges* because the underlying events giving rise thereto had not yet occurred when MGC first filed its *Motion for Partial Distribution*. Although already self-evident, multiple bases exist that squarely fall within the narrow prerequisites for a motion for reconsideration.

First, *Order 48* was issued on July 3, 2024. The Licensing Division's errant calculations were not disseminated until July 10, 2024, i.e., ***after*** issuance of *Order 48*.[2] The Licensing Division's calculations, which applies the percentage awarded by *Order 48* against the devotional category award rather than the entire pool of 2017-2017 cable royalties, is "new evidence" that did not exist nor could have been anticipated. Moreover, given the Judge's

[2] See **Exhibit 1** to MGC's motion for reconsideration.

phrasing in its Order 48 of its intent to award MGC half of its requested relief,[3] the Licensing Division's calculation that distributes MGC only 2.5% of its requested relief, is quite evidently "manifest injustice".

Second, the third-party accusations – ***not*** legal determinations – that were relied on by the Judges to assert concerns about MGC's ability and willingness to repay any overpayment, have been ***dismissed with prejudice*** without any finding of the accusations. Documents substantiating such fact were attached as **Exhibits 2, 3, and 4** to MGC's motion for reconsideration, and all documents significantly post-date the briefing submitted as part of MGC's initial motion for partial distribution, which was filed over three years ago in July 2021.[4] As such, they are each "new evidence" that were not considered by the Judges.

Third, when MGC first filed its *Motion for Partial Distribution* in July 2021, there had been no determination as to the percentages to be awarded to the devotional programming category for 2015-2017 cable royalty funds. Such determination was not published in the *Federal Register* until June 28, 2024, however the public version of the determination was issued April 24, 2024.[5] As such, and regardless of which date is ascribed to the determination, the

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[3] See *Order 48* at 6:

> "The Judges **GRANT** MGC's request for a partial distribution of cable royalties for the years 2015, 2016, and 2017 in part in an amount commensurate with 25% of the average percentage amounts previously awarded from the Devotional Programming category to MGC in the 2010-2013 cable proceedings."

[4] **Exhibits 2, 3, and 4** to MGC's motion for reconsideration are dated December 9, 2021, February 27, 2024, and February 27, 2024, respectively.

[5] See *Final Determination of Royalty Allocation (PUBLIC)*, dated April 24, 2024.

percentages to be awarded to the devotional programming category came years after MGC's *Motion for Partial Distribution*, yet prior to issuance of *Order 48*, warranting incorporation of such determination into the calculations sought by MGC's *Motion for Partial Consideration*. As such, the Allocation Phase determination is "new evidence" that was not considered by the Judges, and "manifest injustice" to the extent it was not considered when available.

Fourth, statements made by the Judges regarding claims made by MGC on behalf of FIFA reflect a clear misunderstanding regarding the basis for MGC's claims on behalf of FIFA, and the timing of such claims, suggesting that MGC had made claim without authority to do so. The record substantiating MGC's basis for submitting July claims naming the catalogue of FIFA – acts taken at the *explicit direction of FIFA personnel* – was addressed by the Federal Court of Appeals for the Ninth Circuit and determined to be a *prima facie* basis for MGC's assertion of a breach of contract. See **Exhibit 5** (Memorandum Opinion). Notably, the Ninth Circuit ruled as follows:

> "In short, reading the memorandum as a whole and in light of the circumstances in which it was formed, a reasonable person in [MGC's] position would construe the documents as evidencing mutual assent to the Representation Agreement and its forum selection clause."

Also documented by the public record is that MGC made no further claims relating to the FIFA catalogue following the trial on FIFA's alleged breach of contract. As such, and in the face of the foregoing facts, for *Order 48* to suggest that any claims filed by MGC should give rise to any "concerns", contradicts the 9th Circuit's ruling, and squarely constitutes "manifest injustice" that should be reconsidered.

In sum, while the SDC make the rote challenge that no basis exists for a motion for consideration, multiple bases exist.

B. The SDC falsely attribute Order 48 with determinations that were not made by the Judges, and falsely assert MGC attrition.

The SDC assert that the Judges determined that MGC used "inflated percentages". No such determination is set forth in *Order 48*. Moreover, MGC previously eviscerated the SDC's misleading argument, demonstrating that the SDC's own figures reflect that MGC had an average entitlement to 24.73% of the devotional category cable royalties for each year since 1999, not the "no more than 16.6% except in 2010 and 2011" contention of the SDC. See MGC's *Reply in Support of Motion for Partial Distribution* at 3-5 (August 13, 2021).

As far as the SDC's assertion that MGC's devotional claimant composition "changes year-over-year", MGC has again already demonstrated the blatant falsity of that argument in unrelated briefing,[6] yet the SDC continue to parrot such falsity, hoping for the Judges to simply not check the public record for cable/satellite retransmission proceedings. Specifically, since MGC's inception in 1998, ***zero*** attrition has occurred in the devotional programming category.[7] During the same timeframe, at least half of the SDC members have exited as members of the SDC.[8]

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[6] See *Multigroup Claimants' Reply in Support of Motion for Partial Distribution of 2021 and 2022 Cable Royalties* at 3 (Oct. 31, 2023), Docket nos. 22-CRB-0005-CD (2021) and 23-CRB-0008-CD (2022); *Multigroup Claimants' Reply in Support of Motion for Partial Distribution of 2018-2020 Cable Royalties* at 2 (Apr. 14, 2023), Docket nos. 19-CRB-0010-CD (2018), 20-CRB-0010-CD (2019), and 21-CRB-0008-CD (2020).

[7] Billy Graham Evangelistic Association was represented by MGC only during 2002 and 2003, per the original terms of agreement. Not one producer of devotional programming has terminated their agreement with MGC since its inception in 1998.

[8] Only 7 of the 14 SDC entities for the 2000-2003 cable proceedings were identified as part of the SDC for the 2014-2017 cable proceedings, demonstrating 50% attrition. Cf. Direct Statement of SDC on Remand (Apr. 15, 2016), App. B-2, Docket no. 2008-2 CD 2000-03 (Phase II) with SDC Joint Petition to Participate (Mar. 8, 2019) in this proceeding.

C. The SDC's challenge to MGC's "solvency" is based on zero corroborating information. MGC has never been insolvent in over twenty-five years, and has already reaffirmed its solvency.

As an initial matter, it should be self-evident that that any calculation of MGC's *value* as of ***six and a half years ago*** would be irrelevant to assessing MGC's *solvency* at present. Nevertheless, the SDC persist with its challenge as to MGC's solvency, again based on no further information than a bankruptcy filing from 2019 addressing the *value* of MGC on January 1, 2018. Perhaps recognizing the irrelevance of the bankruptcy filing, the SDC attempt to inflate the argument by falsely asserting that "[b]y its own admission, MGC was insolvent in 2018", and again falsely asserting that MGC's motion "carefully avoids stating that it is currently solvent."

Clearly, the SDC are unaware of the distinction between *value* and *solvency*, or else purposely confuse the two. Value is the value that would be accorded upon liquidation; solvency is the ability to make payments as they become due. To attribute "insolvency" to any business with zero liquidation value would be to inaccurately deem 99% of startup businesses, and several functioning businesses, as "insolvent".

MGC never indicated that it was "insolvent", as of January 2018 or otherwise. Contrary to the SDC's false attribution to MGC, MGC stated in its moving brief that in January 2018, "[MGC] had no issue making payment of its debts as they came due [and] has never been accused either formally or informally of not paying its debts as they come due", i.e., MGC was solvent then and at all times. Motion at 6. In fact, since its organization in 1998, after more than

a quarter of a century, MGC has *never* faced a single moment of insolvency. See **Exhibit 6** (Decl. of Ryan Galaz).

A prior panel of Judges addressed the same fabricated allegation of insolvency by the SDC before, who additionally fabricated that MGC would "refuse to disgorge any overpayment". In response to these same allegations, the panel found that "[c]laims of inability to pay, without more, are insufficient to sustain a reasonable objection to partial distribution." See *Order Denying IPG Motion for Partial Distribution*, at 5 (Feb. 11, 2014), Docket no. 2008-2 CRB CD 2000-03 (Phase II). Simple application of the Judges' precedent to the present situation deems the SDC's argument similarly unworthy, as common sense would dictate.

As to MGC *proving* its solvency, MGC noted in its motion that it could only be accomplished by MGC opening its financials for the Judges to inspect, an action that has never been requested from any participant, was never requested from MGC, and would be in stark contrast to the financial privacy afforded to every other participant. While the SDC characterize this as a "hyperbolic strawman", it immediately reverses course and challenges that MGC provided no evidence of its financial value. Notwithstanding, MGC already explained that – no different than many businesses – MGC financed its debts until 2021, when the CRB finally released royalties long overdue that were attributable to royalty pools from as early as 1999. No issue exists with MGC's "solvency", nor ever has. See **Exhibit 6** (Decl. of Ryan Galaz).

D. The SDC inappropriately assert arguments never previously raised, and were not before the Judges, despite occurring long prior to MGC's *Motion for Partial Distribution*.

Confronted with the fact that its allegations relating to the "risk of fraud, deceit, or even mistake" have all failed to find footing in *any* court of law, the SDC now make reference to other

tenuously-related disputes involving MGC or former principals, all of which are replete with nuanced facts that make the sound bytes quoted by the SDC simply irrelevant without extensive explanation.

A quick review of those matters newly cited by the SDC all reflect that they are matters occurring long prior to MGC's July 2021 *Motion for Partial Distribution*. That is, although the SDC had more than ample opportunity to raise such matters in opposition to MGC's *Motion for Partial Distribution*, it did not. Consequently, such matters were not considered by the Judges, nor constitute "new evidence" that could now be appropriately raised by the SDC.

Most significantly, however, is that ***none*** of the matters involve any persons that are signatories to the MGC financial accounts,[9] and ***none*** of the matters involve any issue regarding MGC's representation of devotional programming, begging the question why they are even being raised in the context of MGC's current devotional category claims. Even though MGC's devotional category catalogue has been unchanged for a quarter-century, and successfully succeeded challenge in five consecutive distribution proceedings, the SDC suggest that MGC may be filing devotional category claims "without authority".

In fact, one of the SDC-cited matters relates to a ruling regarding a former principal's actions in 2004 having nothing to do with retransmission royalty proceedings, that resulted in eight years of contentious litigation in which the very rulings cited by the SDC were reversed then reinstated. As such, they are of no more relevance to these proceedings than the multiple indiscretions of SDC representatives and affiliates that can be found by a cursory Google search,

[9] The most notable references are to Raul Galaz, who continues to be active in the prosecution of MGC's claims, but who has not been a signatory to any MGC account since 2002.

including child molestation,[10] infidelity,[11] misappropriation and bankruptcy,[12] and even more misappropriation.[13] Quite simply, these matters have no relevance to the issues relevant to MGC's *Motion for Partial Distribution*.

CONCLUSION

It is not surprising that by waiting three years to rule on MGC's *Motion for Partial Distribution*, relevant facts would develop that were not known to the Judges. Nonetheless, many of the arguments raised by the SDC – in 2021 and now – remain irrelevant, such as the net *value* of MGC as of January 2018. MGC has only sought fair treatment in these proceedings no different than any other participant, but has continued to endure that parade of unsubstantiated accusations and facially-deficient arguments made by the SDC at every turn. For example, after a quarter-century as a participant through five litigated proceedings, how can any participant genuinely assert that MGC is not an "established claimant"? Yet the Judges, as MGC, must

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[10] "San Antonio megachurch pastor's brother accused of sexually abusing child for years", at https://www.kens5.com/article/news/investigations/san-antonio-megachurch-pastor-brother-accused-sexually-abusing-child-for-years/273-f8b0b17f-9730-400d-a56d-8045c2ba078a; "Pastor admits to past 'sexual incident' at Woodlands Church, at https://www.youtube.com/watch?v=MTHMAzwrQMo; "Molestation scandal is latest setback to once-mighty Trinity Broadcasting Network", at https://www.latimes.com/local/lanow/la-me-tcn-history-20170606-story.html.

[11] "Coral Ridge Presbyterian's pastor, Billy Graham's grandson, resigns after affair", at https://www.miamiherald.com/news/local/community/broward/article25143394.html.

[12] "Crystal Cathedral Scandal 'a Bad Picture of the Church, Christianity", at https://www.christianpost.com/news/crystal-cathedral-scandal-a-bad-picture-of-the-church-christianity.html; "Crystal Cathedral: A Mega Church In Troubled Waters", at https://www.npr.org/2011/06/05/136972498/a-calif-megachurch-in-troubled-waters.

[13] "Celebrity Preacher [Joel Osteen] faces backlash after photos purporting to show luxury lifestyle appear online", at https://www.independent.co.uk/news/world/americas/joel-osteen-preacher-luxury-lifestyle-b1888237.html.

endure the disingenuous contention and, predictably, will face such argument from the SDC in the future, irrespective of any ruling issued by the Judges.

In this instance, the Judges relied on accusations, not facts, to establish "concerns" as a basis of denying MGC the same partial distribution that has been afforded as a matter of course to every other participant in these proceedings, and only then addressing MGC's motion years after its submission. Insult on injury, the Judges do not incorporate the enhanced percentages actually awarded to the devotional programming category, and the Licensing Division misunderstood the Judges' ruling in order to calculate a distribution that is 1/20th of even the reduced figure evidently intended by the Judges' ruling. Insult on injury, MGC's self-financing of the expenses for multiple proceedings without the assistance of partial distributions – a feat performed by no other participant – is derided as placing MGC in a more vulnerable financial position, mischaracterized as having made MGC "insolvent", then used as a rationalization for concluding some sort of financial irresponsibility. At some point, the Judges need to embrace the fact that, unlike any other participant in these proceedings, MGC is the entity that has acted more

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financially responsible, rather than cater to the obvious exaggeration of the SDC in these proceedings.

Respectfully submitted,

Dated: August 8, 2024

_____/s/_____
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CERTIFICATE OF SERVICE

I certify that on August 8, 2024, I caused a copy of the foregoing pleading to be served on all parties registered to receive notice by eCRB by filing through the eCRB filing system.

_____/s/_____
Brian D. Boydston, Esq.

EXHIBIT 5

FILED

JAN 11 2017

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

WORLDWIDE SUBSIDY GROUP, LLC, a Texas Limited Liability Company, Plaintiff-Appellant, v. FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION, Defendant-Appellee.	No. 14-56819 D.C. No. 2:14-cv-00013-MMM-MAN MEMORANDUM*

Appeal from the United States District Court
for the Central District of California
Margaret M. Morrow, District Judge, Presiding

Argued and Submitted November 8, 2016
Pasadena, California

Before: BERZON, CHRISTEN, and NGUYEN, Circuit Judges.

Worldwide Subsidy Group (Worldwide) appeals the district court's dismissal of its contract action against Fédération Internationale de Football Association (FIFA) for lack of personal jurisdiction. We reverse.

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* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

We review de novo a district court's determination that it does not have personal jurisdiction over a defendant. *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 800 (9th Cir. 2004). Here, Worldwide only appeals the portions of the district court's decisions relating to a forum selection clause in an alleged contract between the parties. The issue on appeal is whether there was written evidence of mutual assent to the contract. "[L]egal conclusions regarding the existence of a valid, binding contract are reviewed de novo and factual findings underlying it for clear error." *Casa del Caffe Vergnano S.P.A. v. ItalFlavors, LLC*, 816 F.3d 1208, 1211 (9th Cir. 2016).

Because "the motion [to dismiss was] based on written materials rather than an evidentiary hearing, [Worldwide] need only make a prima facie showing of jurisdictional facts." *Martinez v. Aero Caribbean*, 764 F.3d 1062, 1066 (9th Cir. 2014) (quoting *Schwarzenegger*, 374 F.3d at 800). "[U]ncontroverted allegations in [Worldwide's] complaint must be taken as true," and "any evidentiary materials submitted on the motion 'are construed in the light most favorable to the plaintiff[] and all doubts are resolved in [its] favor.'" *Ochoa v. J.B. Martin & Sons Farms, Inc.*, 287 F.3d 1182, 1187 (9th Cir. 2002) (quoting *Metro. Life Ins. Co. v. Neaves*, 912 F.2d 1062, 1064 n.1 (9th Cir. 1990)).

The three communications presented in Worldwide's amended complaint—Worldwide's faxes from March 10, 2001, and July 22, 2001, and FIFA's July 31, 2001, email—are sufficiently connected to be taken together as a single memorandum capable of evidencing an agreement. *See Searles v. Gonzalez*, 216 P. 1003, 1004 (Cal. 1923) ("A memorandum or promise, binding under the statute of frauds, may be gathered from several writings between the parties with reference to the subject-matter and so connected with each other that they may fairly be said to constitute one paper relating to the contract."). Thus, FIFA's July 31 email must be interpreted within the context of Worldwide's July 22 fax and the incorporated Representation Agreement sent to FIFA on March 10.

In its July 22 fax, Worldwide requested "executed originals of the contracts previously forwarded to [FIFA's] attention," but also noted it would "proceed in reliance on the terms set forth in the previously forwarded contracts" until it received "such originals, or comments thereto." FIFA's response included no comments on the "previously forwarded contracts," nor were any alternative terms proposed. Instead, FIFA's direct response to the July 22 fax stated, "FIFA is interested in testing [Worldwide's] services . . . . Please go ahead with the necessary steps and keep us informed about the proceedings and the outcome." Reading the three documents together, FIFA's July 31 email affirmatively accepted

Worldwide's offer to provide services on the basis of the terms previously circulated, which Worldwide had advised would govern absent signed originals.

FIFA's use of the term "testing" in its email cannot sensibly be read as a suggestion of going ahead on some other basis. The indefinite "interested in testing" language provides no alternative new substantive term, and so was not a counteroffer. *See* Restatement (Second) of Contracts § 39(1) (1981) ("A counter-offer is an offer made by an offeree to his offeror relating to the same matter as the original offer and proposing a substituted bargain differing from that proposed by the original offer."). Additionally, while FIFA's "interested in testing" sentence might on its own be read as equivocal, language "cannot be found to be ambiguous in the abstract." *Palmer v. Truck Ins. Exch.*, 988 P.2d 568, 575 (Cal. 1999). Instead, in context of the memorandum, FIFA's "testing" statement was simply a recognition that FIFA could sometime in the future terminate the agreement.

Moreover, "proceedings," in the context of Worldwide's niche business, most reasonably refers to the administrative proceedings before copyright boards that Worldwide handles on its clients' behalf. Such proceedings, under the alleged facts, generally take many years before reaching an "outcome." Thus, even "testing" Worldwide's services would necessarily require engaging Worldwide for several years of annual registrations, negotiations, and administrative proceedings.

In short, reading the memorandum as a whole and in light of the circumstances in which it was formed, a reasonable person in Worldwide's position would construe the documents as evidencing mutual assent to the Representation Agreement and its forum selection clause. *See Weddington Prods., Inc. v. Flick*, 71 Cal. Rptr. 2d 265, 277 (Cal. Ct. App. 1998) ("'Mutual assent is gathered from the reasonable meaning of the words and acts of the parties, and not from their unexpressed intentions or understanding.' The parties' outward manifestations must show that the parties all agreed 'upon the same thing in the same sense.'" (first quoting 1 Bernard E. Witkin, *Summary of California Law* § 119 (9th ed. 1987); then quoting Cal. Civ. Code § 1580)).

Worldwide's written communications to FIFA between 2001 and 2007 confirm that, in conformity with the July 31 email, the parties treated the contract as having been entered into. Worldwide sent FIFA two "client newsletter[s]" within nine months of FIFA's July 31 email and later sent FIFA updates regarding changes to Worldwide's contact information for notices sent pursuant to the representation agreement. Additionally, while the April 2002 client newsletter's discussion of administrative proceedings for the 1998 and 1999 program years was not directly relevant to FIFA, the letter did inform FIFA of the protracted timing of

proceedings generally, and that no plan had been announced for proceedings for subsequent years.

In sum, taking the uncontroverted allegations in the complaint as true and construing the evidentiary materials in the light most favorable to the plaintiff, Worldwide has made a prima facie showing of an enforceable contract and, thus, of personal jurisdiction. *See Ochoa*, 287 F.3d at 1187.

REVERSED AND REMANDED.

EXHIBIT 6

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In the Matter of	)	
	)	
Distribution of 2014-2017	)	Docket No. 16-CRB-0009-CD
Cable Royalty Funds	)	(2014-2017)
	)	

RYAN GALAZ DECLARATION IN SUPPORT OF MULTIGROUP CLAIMANTS' MOTION FOR RECONSIDERATION OF [RESTRICTED] ORDER 48 ON MOTION OF MULTIGROUP CLAIMANTS FOR PARTIAL DISTRIBUTION (2015-2017 Deposits)

I, RYAN GALAZ, declare and state as follows:

1. I submit this declaration in support of Multigroup Claimants' *Motion for Reconsideration of [Restricted] Order 48 on Motion of Multigroup Claimants for Partial Distribution (2015-2017 Deposits)*. The following facts are within my personal knowledge, and if called upon I could and would testify competently thereto.

2. I am the principal and sole owner of Worldwide Subsidy Group, LLC dba Multigroup Claimants ("MGC"), which was conveyed to me on December 31, 2017.

3. MGC has never indicated that it was "insolvent" as of January 2018, or otherwise.

4. Since taking ownership of MGC in January 2018, MGC has had no issue making payment of its debts as they came due and has never been accused either formally or informally of not paying its debts as they come due. In fact, when I took ownership of MGC in January 2018, MGC had sufficient reserves to carry its operations for several years. That is, MGC was

RYAN GALAZ DECLARATION IN SUPPORT OF MULTIGROUP CLAIMANTS' MOTION FOR RECONSIDERATION OF [RESTRICTED] ORDER 48 ON MOTION OF MULTIGROUP CLAIMANTS FOR PARTIAL DISTRIBUTION (2015-2017 Deposits)

solvent then and at all times, and has always been able to satisfy its creditors and discharge its current liabilities.

5. MGC receives income from several sources, not only the CRB. Prior to MGC's receipt of several significant distributions from the CRB in 2021, MGC had already structured certain debt and payment obligations in a means that never challenged MGC's solvency. The 2021 distributions allowed MGC to easily pay off any debt that may have existed.

6. To my knowledge, and on reliable information and belief, since its organization in 1998, MGC has *never* faced a single moment of insolvency. Any assertion to the contrary, such as by the SDC, is simply fabricated.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 8th day of August, 2024, in Austin, Texas.

_____/s/_____
Ryan Galaz

Proof of Delivery

I hereby certify that on Thursday, August 08, 2024, I provided a true and correct copy of the Reply In Support Of Motion For Reconsideration of [Restricted] Order 48 On Motion Of Multigroup Claimants For Partial Distribution (2015-2017 Deposits) to the following:

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

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

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

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

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

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

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

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

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

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

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

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

Signed: /s/ Brian D Boydston