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Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In re	)	
Distribution of 2014-2017 Cable Royalty Funds	)	**Consolidated Docket No. 16-CRB-0009-CD/SD (2014-2017)**
In re	)	
Distribution of 2014-2017 Cable Royalty Funds	)	

MULTIGROUP CLAIMANTS' THIRD MOTION TO COMPEL SETTLING DEVOTIONAL CLAIMANTS TO PRODUCE DOCUMENTS IN RESPONSE TO MULTIGROUP CLAIMANTS' REQUEST NUMBER 3.

A. Introduction.

Multigroup Claimants ("MGC") hereby moves the Judges to issue an order compelling the Settling Devotional Claimants ("SDC") to produce to MGC certain documents identified below in response to a demand for production of documents related to the Written Direct Statement of Settling Devotional Claimants, issued by MGC in accordance with 37 C.F.R. Section 351.6.

Pursuant to the Judges' order of January 5, 2026, the parties filed their Written Direct Statements on June 26, 2026. See *Public Order 3 for Further Distribution Phase Proceedings* (Jan. 5, 2026). Leaving discovery to the parties to privately conduct, the Judges only directed that discovery must conclude by August 28, 2026. Id. Consequently, the parties agreed that each would produce underlying data and documents on which they relied for their respective Written

Direct Statements no later than July 17, 2026, and simultaneously exchange any further document requests on such date, for production no later than July 30, 2026. To the extent necessary, any motions to compel production would follow.

Despite such agreement, and while MGC dutifully complied with the discovery timeline, on July 30, 2026, the SDC produced no documents. Rather, it only served objections to certain of MGC's requests, most of which were mere clarifications of the SDC's response, and failed to produce even those documents for which no stated objection existed. Ultimately, the SDC failed to produce a single document in response to discovery for another month, until the end of business on August 28, 2026 – the day designated by the Judges as the last day of discovery.

This motion to compel discovery addresses one of the discovery requests propounded by MGC for which the SDC has objected and refused to produce all documents responsive thereto. Specifically, the SDC refuse to produce a complete version of its contract with Nielsen Media Research.

Therefore, by this motion, MGC asks that the Judges order the SDC to produce all documents which comprise its agreement with Nielsen Media Research.

B. The Facts.

In MGC's requests for documents, Request No. 3 asked that the SDC produce the following:

"Any and all documents reflecting agreements entered into between the SDC, on the one hand, and either John Sanders, Dr. Erken Erdem, Toby Berlin, Cable Data Corporation, Nielsen Media Research, and BIA Advisory Service, on the other hand."

As stated, the SDC failed to respond to any of MGC's document requests in a timely manner. On August 28, 2026, the SDC produced several documents including two documents which purport to be amendments ("the Amendments") to a prior agreement dated several years earlier ("the Prior Agreement") between the SDC and Nielsen Media Research ("Nielsen") by which Nielsen contracted with the SDC to provide the SDC with Nielsen television viewership data for the SDC's use in this proceeding. The Amendments are nearly identical single page documents with correspondingly little detail, but which incorporate by reference the Prior Agreement.

After reviewing the Amendments, in its meet and confer communications with the SDC, MGC asked that the SDC produce the Prior Agreement so that the Amendments, which, again, incorporate the Prior Agreement by reference, would be put in context and thereby constitute a complete production of "documents reflecting agreements entered into between the SDC, on the one hand, and . . . Nielsen", as requested by MGC in its Request No. 3.

However, despite several attempts to meet and confer on this issue and avoid an impasse, the SDC nevertheless steadfastly refuse to produce the Prior Agreement.

C. Argument.

It has long been the rule and practice in Allocation Proceedings and Distribution Proceedings before the Judges that a party may request that other parties produce documents which may be relevant to the prosecution of such proceedings.

Here, the SDC have contracted with Nielsen to obtain Nielsen television viewership ratings information which the SDC has now used to formulate a royalty funds distribution

methodology it advocates using in its Written Direct Statement ("WDS") to calculate the distribution of such funds between the SDC and MGC for the years 2014-2017.

In its Request No. 3, MGC has requested that the documents that comprise Nielsen's agreement with the SDC to provide television viewership ratings information be produced so that MGC can see for itself under what circumstances Nielsen agreed to provide the SDC with that information. (Notably, MGC has limited its request in the sense that MGC agreed that if the SDC wished to redact information in such documents regarding the fee paid by the SDC to Nielsen, MGC would have no objection to such redaction.)

More specifically, MGC suspects that Nielsen may have only agreed to provide such information to the SDC with a caveat as to the use of such information because the limited scope of such information makes it inappropriate to use in the predictive fashion that the SDC seeks to use in this proceeding. For that reason, MGC has requested that the SDC produce all documents that constitute the SDC's agreement with Nielsen. Yet the SDC refuse to produce all such documents by producing only the pro forma Amendments, but not the full Prior Agreement which they amend and incorporate by reference.

There is no reason why the SDC should be allowed to pick and choose what portions of what documents they will produce in response to properly propounded document requests in this proceeding. They have produced the Amendments, but without the Prior Agreement, obviously such production is incomplete.

In the meet and confer process, the SDC stated that the Prior Agreement with Nielsen contained no limitations or caveats on the SDC's use of the viewership information Nielsen would provide to the SDC. Yet, the SDC still refuse to produce the Prior Agreement anyway.

This, of course, begs the question: **if the Prior Agreement contains no such limitations or caveats, then why is the SDC refusing to produce it in the first place?**

MGC deserves to be able to determine the answer for that on its own by obtaining the Prior Agreement.

D. Conclusion.

Under such circumstances, the Judges should order the SDC to produce the Prior Agreement.

Dated: October 8, 2026

_____/s/_____

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CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of October, 2026, a copy of the foregoing was sent by electronic mail to the parties listed on the attached Service List.

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

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Proof of Delivery

I hereby certify that on Thursday, October 08, 2026, I provided a true and correct copy of the MULTIGROUP CLAIMANTS' THIRD MOTION TO COMPEL SETTLING DEVOTIONAL CLAIMANTS TO PRODUCE DOCUMENTS IN RESPONSE TO MULTIGROUP CLAIMANTS' REQUEST NUMBER 3. to the following:

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

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

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

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

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

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

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

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

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

Signed: /s/ Brian D Boydston