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Before the
COPYRIGHT ROYALTY JUDGES
The Library of Congress

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 SATELLITE ROYALTY FUNDS**	

[PUBLIC] SETTLING DEVOTIONAL CLAIMANTS' MOTION TO COMPEL PRODUCTION OF DOCUMENTS

The Settling Devotional Claimants ("SDC") move to compel Multigroup Claimants ("MGC") to produce:

- All documents and data concerning an alternative methodology performed by Dr. Jeffrey Gray and provided to MGC's econometric expert, Dr. Philip Cross, but not presented in Dr. Cross's testimony;
- All correspondence with Dr. Gray relating to these proceedings; and
- A privilege log indicating what correspondence and draft testimony, if any, MGC is withholding on the basis of privilege.

I. Statement of Facts

a. MGC Failed to Engage in Fulsome Discovery with the SDC in Good Faith.

The SDC have actively engaged with MGC in good faith throughout an extended meet and confer process, making supplementary productions where possible and reasonable to do so, supplying formal supplementary discovery responses and objections and a privilege log when MGC requested them, and clearly explaining their objections when certain of MGC's requests

were unreasonable and without basis in Copyright Royalty Board rules. At every turn, however, MGC has refused to reciprocate their efforts, failing to participate in good faith or to engage seriously with questions regarding its own document deficiencies via any of the means it required of the SDC.

Pursuant to the Judges' order of January 5, 2026, on June 26, 2026, the SDC and MGC each filed Written Direct Statements ("WDS"). Over the following few weeks, the parties negotiated a discovery schedule and, in accordance with that schedule, on July 17, 2026, the parties each a made voluntary production of documents and data cited in their respective WDS. On the same day, the parties exchanged discovery requests. On July 30, 2026, in accordance with their agreed schedule, the parties then exchanged their responses and objections to the discovery requests. In response to the SDC's discovery requests, MGC made a modest production of documents to fill in some of the gaps left in its initial production.

It was only through reviewing MGC's productions of July 17 and July 30, 2026, and through discussion at the parties' first meet and confer on August 4, that the SDC became aware of two significant lacunae: 1) MGC failed to produce materials and communications relating to an alternative methodology run by Dr. Jeffrey Gray and communicated by MGC to its witness, Dr. Philip Cross, to consider in developing his own methodology and testimony; and 2) MGC failed to produce communications about drafts of testimony or to produce a log reflecting any such communications being withheld on the basis of privilege or as attorney work product. Although the SDC requested both categories of documents from MGC as soon as they became aware of these remaining gaps, and although the parties met and conferred again on August 17, 2026, MGC has refused to produce a single additional document since its production of July 30, 2026, has failed to provide a privilege log to explain any responsive documents withheld on the

basis of privilege, and has failed to even provide supplementary responses to the SDC's document requests to explain these other failures.

i. *MGC's failure to produce documents relating to an alternative methodology run by Dr. Grey and considered by Dr. Cross in developing his methodology and testimony*

The SDC Discovery Requests of July 17, 2026, included a section of 10 specific requests under the heading "Alternative Methodologies." In its responses to six of those requests on July 30, 2026, MGC noted only that "Except as set forth in the General Objections stated above, MGC does not object to this request." MGC Responses to SDC's Discovery Requests (Ex. A) at 3-5. In response to the remaining four requests relating to Alternative Methodologies (Requests 3, 4, 6, and 9 regarding sequence of methodologies, replications, iterative methodologies, and methodological directions, respectively) MGC responded that "Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist." *Id.*

Although MGC failed to present any alternative methodology considered in its WDS,[1] it is clear from certain documents produced by MGC that its witness Dr. Cross considered an alternative methodology supposedly undertaken by Dr. Jeffrey Gray that MGC shared with and described to Dr. Cross as he developed his methodology and direct testimony.

Specifically, a memorandum produced by MGC that had been provided to Dr. Cross (Ex. B) specifically set forth share results of an analysis supposedly performed by Dr. Gray. The memo states, in relevant part:

[1] As required by CRB rule 37 C.F.R. § 351.10 (e) and discussed further in Section II.(a), *infra*.

Ex. C, Memorandum. The share results are consistently lower for MGC than in the methodology that Dr. Cross presented in his written direct testimony.

In a subsequent email to Dr. Cross, MGC consultant Raul Galaz describes step-by-step the methodology that he claims was devised by Dr. Gray, and then writes: "Unfortunately, just for sake of your ability to say you performed the work, I think you will need to perform the last step yourself." Ex. D, Galaz-Cross Email (Apr. 22, 2026).

Of course, it is not enough for Dr. Cross simply to "say" he did his own work when in fact he is presenting a methodology developed in part by others. And further emails between Mr. Galaz and Dr. Cross discuss changes that could be made to Dr. Gray's alleged approach that they expected would benefit MGC's share. Ex. E, Galaz-Cross Email (Apr. 29, 2026). The documents make clear that Dr. Cross considered Dr. Gray's work – or at least Mr. Galaz's description of it – and Dr. Gray's opinions – as described by Mr. Galaz, none of which have been produced.

Once the SDC had seen these communications, they expressed their concern that MGC had not voluntarily produced any agreement or communications with Dr. Gray on which the content of Mr. Galaz's communications with Dr. Cross were based. Since discovering the documents implicating Mr. Galaz's communications shaping Dr. Cross's testimony, the SDC have repeatedly requested that MGC produce documents underlying Dr. Gray's work that Mr. Galaz was referencing. *See* Warley-Boydston Email Exchange (August 10-11, 2026) (Ex. F at 2); SDC Follow-up Requests of August 11, 2026 (Ex. G); MacLean-Boydston Email Exchange (September 2-8, 2026) (Ex. H.); MacLean-Boydston Email Exchange (September 11-30, 2026) (Ex. I at 3, 5-6). MGC has refused to provide any responsive documents or a privilege log.

ii. *MGC's failure to produce communications regarding draft testimony, or a log reflecting any such documents withheld for privilege*

MGC has also failed to produce communications with its witnesses regarding draft testimony, or a log reflecting that any of these communications are being withheld for privilege. Although parties in these proceedings have not traditionally logged drafts and related witness communications in a privilege log, in this proceeding, MGC has insisted that these documents underlie the parties' WDS. While meeting and conferring to discuss MGC's request, the SDC have been unfailingly cooperative,[2] including by producing a privilege log as requested by MGC, but also sought a reciprocal document production from MGC and privilege log from MGC. Ex. F at 3; Ex. H at 3. While MGC has informally stated that it has nothing to produce, Ex. F at 3-4; Ex. I at 4, its production appears to be incomplete as it has not produced or logged *any* draft testimony or communications regarding draft testimony. *See id.* MGC has at no point represented that it never received, reviewed, commented on, or revised any of its witnesses' testimony. MGC has instead maintained that the SDC's request for a mutual exchange of documents was "untimely," just as it maintains that the SDC's for documents relating to Dr. Gray's alternative methodology was "untimely." Ex. F at 3.

II. Argument

a. The SDC's Requests Reflect Good Faith Engagement in discovery; MGC Must Respond in Good Faith.

Throughout discovery on the parties' WDS, while the SDC engaged in good faith to address MGC's questions and concerns regarding SDC documents, MGC has ignored or denied SDC's requests. MGC has not produced a single document since the beginning of the meet and

[2] Despite MGC's lack of cooperation, on September 18, 2026, the SDC made an additional production consisting largely of these types of documents and produced a privilege log reflecting any such documents being withheld as privileged or as attorney work product.

confer process, nor has it provided supplemental responses or a privilege log. To the extent that MGC has made any argument as to why the SDC is not entitled to the documents it seeks, it has argued that the SDC's requests were untimely or "delinquent," Ex. F at 3; and has gone so far as to assert explicitly that follow-up requests are not allowed in these proceedings. Ex. H at 3. This argument is unavailing not only because the assertion is false, but also because the documents that the SDC seek fall firmly under their initial discovery requests.

MGC's novel assertion that no follow-up requests are permitted in this proceeding simply has no basis in law, CRB practice, or logic. On the contrary, there is enough of a custom of follow-up requests in these Distribution proceedings that the SDC make it a practice to reserve the right to make follow-up requests, and noted in its Discovery Requests of July 17: "[t]he SDC reserve the right to supplement these requests based on review of any forthcoming document production, privilege log or responses, and information revealed during the meet and confer process." Ex. J at 1. Any requests that the SDC made, formally or informally, after its first set of requests were necessary because they were based on their review of MGC's production and/or on information revealed during the meet and confer process. The SDC had no way of knowing that Mr. Galaz's descriptions of an alternative methodology by Dr. Gray had been passed to Dr. Cross or about Dr. Gray's work with MGC until MGC produced correspondence with Dr. Cross referencing Dr. Gray's work. So the SDC could not have asked specifically for those documents on the basis of MGC's WDS alone.

But further, the SDC's additional requests only served to specify particular documents that MGC should have already produced either voluntarily on July 17, 2026, or in its July 30, 2026, production in response to the SDC's initial discovery requests.

i. *The SDC's request for documents relating to an alternative methodology run by Dr. Grey and considered by Dr. Cross in developing his methodology and testimony*

As discussed *supra* in Section I.a.i., the SDC made no fewer than 10 discovery requests concerning documents underlying alternative methodologies considered, so MGC's suggestion that the SDC's requests for documents relating to an alternative methodology supposedly run by Dr. Gray and considered by Dr. Cross were belated is disingenuous at best, especially as MGC lodged no specific objections to those 10 requests and only asserted that there were no documents to produce in response to 4 of them. Ex. A at 3-5. MGC should have produced these documents in response to the SDC's initial discovery requests.

Nor was MGC's failure to produce these documents in response to the SDC's initial discovery requests its first failure with respect to Dr. Gray's alternative methodology. While the SDC only discovered that Dr. Gray ran an alternative methodology by reviewing MGC's correspondence, MGC was in fact required to disclose Dr. Cross's consideration of Gray's alternative methodology in its WDS. With respect to the introduction of studies and analyses, the Judges' rules clearly require:

> If studies or analyses are offered in evidence, they shall state clearly the study plan, the principles and methods underlying the study, all relevant assumptions, all variables considered in the analysis, the techniques of data collection, the techniques of estimation and testing, and the results of the study's actual estimates and tests presented in a format commonly accepted within the relevant field of expertise implicated by the study. *The facts and judgments upon which conclusions are based shall be stated clearly, together with any alternative courses of action considered.* Summarized descriptions of input data, tabulations of input data and the input data themselves shall be retained. (*emphasis added*)

37 CFR § 351.10(e); *see also Order Granting in Part and Denying in Part SDC's Motion to Compel IPG to Produce Documents*, Nos. 2012-6 CRB CD 2004-09 (Phase II) and 2012-7 CRB SD 1999-2009 (Phase II) (Jan. 3, 2017) at 3 ("By their original and follow-up discovery requests,

the SDC legitimately have sought to be forearmed with facts that they might use to challenge Dr. Cowan's 'alternate' course of action that he corrected in his Amended Report."). MGC cannot now use its own failure to properly disclose an alternative methodology considered as a reason to deny the SDC's follow-up discovery requests by perversely claiming that they are "late." The SDC requested the documents specifically related to Dr. Gray's alternative methodology once it knew of its existence, despite MGC's failure first to disclose the alternative methodology considered, and then to properly produce documents relating to the alternative methodology in response to the SDC's first set of requests.

Mr. Galaz's descriptions of Dr. Gray's methodologies and opinions, as provided to Dr. Cross, are not an adequate substitute for the underlying documents. As the Judges are aware, "Mr. Galaz was previously convicted and incarcerated for fraud in the context of copyright royalty proceedings – a fraud that caused financial injury to MPAA." *Final Distribution Determination*, 78 FR 64984, 65000 (Oct. 30, 2013). "In connection with that fraud, Mr. Galaz also admittedly lied in a cable distribution proceeding much like the instant proceeding. ... Mr. Galaz's fraud conviction and prior false testimony compromises his credibility, especially in this proceeding." *Id.* Mr. Galaz was found again to have testified falsely in the 2004-2009 cable and 1999-2009 satellite proceedings. *Memorandum Opinion and Ruling on Validity and Categorization of Claims*, Nos. 2012-6 CRB CD 2004-09 (Phase II) and 2012-7 CRB SD 1999-2009 (Phase II) (Mar. 13, 2015) at 7-8 ("False testimony in a formal proceeding is intolerable. We must neither reward nor condone such a 'flagrant affront' to the truth-seeking function of adversary proceedings.") (quoting *ABF Freight Sys., Inc. v. NLRB*, 510 U.S. 317, 323 (1994)).

The Judges observed that "[Mr. Galaz] clearly has a self-interest which renders the IPG Methodology – of which he is the architect – less credible than a methodology created by an

outside expert." 78 FR at 65000. Precisely the same credibility concerns are implicated when MGC presents an ostensible outside expert who in fact is parroting a methodology shaped in part by Mr. Galaz. The SDC are entitled to the inputs – communications and analysis by Dr. Gray – that Mr. Galaz referenced while shaping the methodology presented by Dr. Cross. Exs. C, D, and E.

ii. *The SDC's request for communications regarding draft testimony, or a log reflecting any such documents withheld for privilege*

Similarly, the SDC made the specific request for MGC to produce or log draft testimony and communications with witnesses regarding draft testimony. The SDC produced its own log at MGC's request and reasonably expected MGC to do the same. Ex. K at 2; Ex. L. MGC's argument that the SDC are not entitled to a reciprocal production and log (or formal response) because their request was "untimely" makes no more sense than it did in relation to Dr. Gray's alternative methodology. Ex. F at 3.

III. Conclusion

For the foregoing reasons, the SDC request the Judges to grant their motion to compel.

Respectfully submitted,

SETTLING DEVOTIONAL CLAIMANTS

/s/ Matthew J. MacLean

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Dated: October 8, 2026

Before the
COPYRIGHT ROYALTY JUDGES
The Library of Congress

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 SATELLITE ROYALTY FUNDS**	

DECLARATION OF MATTHEW J. MACLEAN IN SUPPORT OF SETTLING DEVOTIONAL CLAIMANTS' MOTION TO COMPEL PRODUCTION OF DOCUMENTS

I, Matthew J. MacLean, a partner in the litigation section of the law firm Pillsbury Winthrop Shaw Pittman LLP and an attorney for the Settling Devotional Claimants ("SDC") in this proceeding, hereby state and declare as follows, based on my personal knowledge:

1. Exhibit A, attached hereto, is a true and correct copy of MGC's Responses, dated July 30, 2026, to the SDC's discovery requests in this matter.

2. Exhibit B, attached hereto, is a true and correct copy of an email sent by Brian Boydston, attorney for MGC, to Dr. Philip Cross, a witness for MGC in this matter, dated April 21, 2026. MGC produced this email to the SDC for our review.

3. Exhibit C, attached hereto, is a true and correct copy of a document sent by Brian Boydston, attorney for MGC, to Dr. Philip Cross, a witness for MGC in this matter, dated April 21, 2026. MGC produced this document to the SDC for our review.

4. Exhibit D, attached hereto, is a true and correct copy of an email sent by Raul Galaz of MGC, to Dr. Philip Cross, a witness for MGC in this matter, dated April 22, 2026, in relation to

data and information from Dr. Jeffrey Gray. MGC produced this email to the SDC for our review.

5. Exhibit E, attached hereto, is a true and correct copy of an email exchange between Raul Galaz of MGC, and Dr. Philip Cross, a witness for MGC in this matter, dated April 28, 2026, through April 29, 2026, in relation to data and information from Dr. Jeffrey Gray. MGC produced this email to the SDC for our review.

6. Exhibit F, attached hereto, is a true and correct copy of an email exchange between Michael Warley, attorney for the SDC, and Brian Boydston, attorney for Multigroup Claimants, dated August 10, 2026, through August 11, 2026, in relation to discovery in this matter. I was copied on this email exchange.

7. Exhibit G, attached hereto, is a true and correct copy of the SDC's follow-up discovery requests, dated August 11, 2026, to MGC in this matter.

8. Exhibit H, attached hereto, is a true and correct copy of an email exchange between me and Mr. Boydston, dated September 2, 2026, through September 8, 2026, in relation to discovery in this matter.

9. Exhibit I, attached hereto, is a true and correct copy of an email exchange between me, Mr. Boydston, and Rachel Fitzgerald, attorney for the SDC, dated September 11, 2026, through September 30, 2026, in relation to discovery in this matter.

10. Exhibit J, attached hereto, is a true and correct copy of the SDC's discovery requests, dated July 17, 2026, in this matter.

11. Exhibit K, attached hereto, is a true and correct copy of an email exchange between Rachel Fitzgerald, attorney for the SDC, and Mr. Boydston, dated August 28, 2026. I was copied on this email exchange.

12. Exhibit L, attached hereto, is a true and correct copy of an email sent by Rachel Fitzgerald, attorney for the SDC, to Mr. Boydston, dated September 18, 2026. I was copied on this email.

I hereby declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed October 8, 2026.

/s/ Matthew J. MacLean
Matthew J. MacLean

Exhibit A

July 30, 2026

SETTLING DEVOTIONAL CLAIMANTS
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Re: MGC Responses to Settling Devotional Claimants' Requests for Disclosure and Discovery Regarding Written Direct Statement; Docket Nos. 16-CRB-0009-CD//SD (2014-2017).

Dear Sir/Madam:

On behalf of Multigroup Claimants ("MGC"), the following are the responses to the discovery requests and follow-up discovery requests propounded by the Settling Devotional Claimants ("SDC"), dated July 17, 2026.

General Objections

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

1) MGC objects to these requests to the extent that they are vague, ambiguous, or otherwise not susceptible to a response, and to the extent that they are overly broad, unduly burdensome, and seek the disclosure of documents and information not reasonably calculated to lead to the discovery of evidence admissible in this proceeding.

2) MGC objects to these requests to the extent they call for the disclosure of information that is confidential to MGC and/or third parties. Any information identified as

"confidential" shall be subject to a General Protective Order entered by the Copyright Royalty Judges for this proceeding.

3) MGC objects to these requests to the extent that they seek disclosure of documents and information that are not subject to discovery pursuant to the rules and procedures of the Copyright Royalty Judges. Without limiting the generality of the foregoing, MGC objects to each request insofar as it seeks production of documents other than those required to be produced under Section 351.6 of the rules of the Copyright Royalty Judges, which requires production only of "nonprivileged underlying documents related to written exhibits and testimony."

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

5) MGC objects to these requests to the extent that they seek the disclosure of information and documents protected from disclosure by any privilege, including, without limitation, the attorney-client privilege, clergy privilege, common interest privilege, and the work product doctrine.

6) MGC objects to these requests to the extent that they seek production of documents to which MGC and the SDC have equal access, including but not limited to documents provided by MGC to the SDC or vice-versa, publicly available articles, Federal Register notices, filings with the Copyright Office, Copyright Royalty Board, Copyright Royalty Tribunal, or CARP decisions and testimony.

7) MGC objects to these requests to the extent that they call for materials that relate to the witness's qualifications, including but not limited to requests for the witness's prior publications.

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

9) MGC objects to these requests to the extent that the documents are subject to copyright protection. Such documents may be purchased by the requesting party or will be made available for inspection. In addition, certain data were licensed with restrictions as to their use, and are being produced on the condition that they may not be used for any purpose other than in connection with the cross-examination of the testifying party at the hearing in the above-referenced proceeding

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

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

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

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

14) MGC contemporaneously served document requests on the propounding party herein. MGC objects to these requests to the extent that they seek documents similarly requested by MGC but to which the propounding party objects and will refuse to produce documents.

These General Objections are incorporated into each of the following Responses.

Specific Objections

Alternatives Generally

1. All Alternative Methodologies. All documents underlying, relating to, undermining, or supporting any methodology, test, analysis, study, or alternative model or specification ("Methodologies") that were considered by any witness or any person assisting a witness, including but not limited to Raul Galaz, or provided to any witness by a third party, including but not limited to Raul Galaz, in connection with preparing testimony in this proceeding. If the results were ever set forth in any narratives, summaries, tables, menus, or other format for review, those documents also must be produced. If analysts made notes or highlighting on the results those must be included.

Response to Request No. 1: Except as set forth in the General Objections stated above, MGC does not object to this request.

2. Alternative Share Calculations. For any Methodologies in which implied shares were calculated, the codes and other documents showing how the implied shares were calculated.

Response to Request No. 2: Except as set forth in the General Objections stated above, MGC does not object to this request.

3. Sequence of Methodologies. For all documents produced underlying, relating to, undermining, or supporting any Methodologies, metadata or other information sufficient to show when the tests were run, including, if available, code files or output files, or otherwise in any other locations where such information would be available (i.e., through dated production foldering or sequential numbering).

Response to Request No. 3: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

4. Replications. All documents underlying, relating to, undermining, or supporting any attempts by any witness or any person assisting a witness to replicate or reproduce Methodologies presented in prior proceedings for use in any year or years of this proceeding, regardless of whether the results were disclosed in written testimony in this proceeding.

Response to Request No. 4: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

5. Rejected Methodologies. All documents underlying, relating to, undermining, or supporting any determination by any witness or any person assisting a witness that any Methodologies would not be informative as to relative value in this proceeding, including any estimate or attempted estimate of relative value that any witness or any person assisting a witness determined not to present in written testimony (whether on the basis of reliability, precision, utility, or other reason).

Response to Request No. 5: Except as set forth in the General Objections stated above, MGC does not object to this request.

6. Iterative Methodologies. All documents underlying, relating to, undermining, or supporting any iterative process, testing, or assessment of any Methodologies tried or considered in the course of preparing or considering written testimony in this proceeding.

Response to Request No. 6: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

7. Communicated Results. All communications in which any witness or any person assisting a witness was informed of the results of any Methodologies relating to any year or years at issue in this proceeding.

Response to Request No. 7: Except as set forth in the General Objections stated above, MGC does not object to this request.

8. Available Methodologies. All documents underlying, relating to, undermining, or supporting any alternative Methodologies that were available for review by any witness providing testimony in this proceeding, regardless of whether such alternative course of action was described in the witness' written testimony.

Response to Request No. 8: Except as set forth in the General Objections stated above, MGC does not object to this request.

9. Methodological Directions. All communications in which any witness or any person assisting a witness was directed to use or not to use any Methodologies, including regression models, coefficients, controls or other features of any Methodologies.

Response to Request No. 9: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

10. Provided Data/Facts/Assumptions. All underlying documents and communications that identify "facts or data that the party's attorney provided and that the expert considered in forming the opinions to be expressed" or that identify "assumptions that the party's attorney provided and that the expert relied on in forming the opinions to be expressed." *See* Order Compelling CTV to Produce Privilege Log and to Produce Withheld Documents for an In Camera Inspection, Dkt. 14-CRB-0011-SD (2010-13) (Sept. 12, 2019), at 2. This request includes information given to a witness or any person assisting a witness regarding the results of any Methodologies not disclosed in written testimony, such as the results of an alternative Methodology that was performed but not presented.

Response to Request No. 10: Except as set forth in the General Objections stated above, MGC does not object to this request.

11. Documents Provided by Raul Galaz. All documents prepared by or provided by Raul Galaz in connection with the witnesses' written testimony.

Response to Request No. 11: Except as set forth in the General Objections stated above, MGC does not object to this request.

Data Testing

12. Data Tests. All documents underlying, relating to, undermining, or supporting any tests performed on datasets, variables, or results during the development, evaluation, selection, and consideration of any Methodologies considered by any witness or any person assisting a witness.

Response to Request No. 12: Except as set forth in the General Objections stated above, MGC does not object to this request.

13. Alternative Data Options. All documents underlying, relating to, undermining, or supporting any alternative course of action considered by any witness or any person assisting a witness in the course of preparing or considering the data used in any Methodologies addressed in written testimony, including any alternative datasets considered or rejected and alternative algorithms or Methodologies considered or rejected for combining datasets.

Response to Request No. 13: Except as set forth in the General Objections stated above, MGC does not object to this request.

14. Weighting Alternatives. All documents underlying, relating to, undermining, or supporting any alternative course of action considered by any witness or any person assisting a witness in the course of preparing or considering the weighting of programming minutes or other data or results for use in any Methodologies addressed in written testimony, including any alternative weighting considered or rejected.

Response to Request No. 14: Except as set forth in the General Objections stated above, MGC does not object to this request.

Additional Requests

15. All data and documents underlying, relating to, undermining, or supporting "Table 1: Estimated MGC and SDC Distant Retransmitted Devotional Programming Royalty Shares." Cross WDS ¶ 8

Response to Request No. 15: Except as set forth in the General Objections stated above, MGC does not object to this request.

16. All data sources and all analysis described, as well as all documents underlying, relating to, undermining, or supporting the statement that "My analysis utilizes three data sources: (i) television programming and broadcast schedule data obtained from SimplyTV, (ii) cable subscriber data derived from Cable Statements of Account ("SOAs") filed with the U.S. Copyright Office and subsequently summarized by the Cable Data Corporation ("CDC"), and (iii) satellite subscriber data derived from Satellite SOAs filed with the U.S. Copyright Office, and summarized by me and my associates." Cross WDS ¶ 9

Response to Request No. 16: Except as set forth in the General Objections stated above, MGC does not object to this request.

17. All data sources and documents underlying, relating to, undermining, or supporting the statements that "The source of television programming information is SimplyTV, a commercial television schedule and program database. The SimplyTV data covers calendar years 2015, 2016, 2017, and contain detailed information regarding television programs, stations, and broadcast schedules." Cross WDS ¶ 10. This should include the "Schedule files," "Program files," "Station files," and any "Additional SimplyTV files" underlying Dr. Cross's analysis and/or referred to in Dr. Cross's testimony. *Id.*

Response to Request No. 17: Except as set forth in the General Objections stated above, MGC does not object to this request.

18. All data sources and documents underlying, relating to, undermining, or supporting the statements that "Cable Data Corporation compiles and summarizes these filings into a standardized dataset. The CDC data provides annual measures of distant cable subscribers by television station and cable system." Cross WDS ¶ 11

Response to Request No. 18: Except as set forth in the General Objections stated above, MGC does not object to this request.

19. All data, analysis and documents underlying, relating to, undermining, or supporting the statements that "I compiled and summarized the satellite SOA data, creating annual measures of subscribers receiving broadcast signals through satellite distribution platforms" and "I merged SimplyTV, CDC, and satellite datasets using station identifiers and call signs as the merging variables." Cross WDS ¶¶ 12,13

Response to Request No. 19: Except as set forth in the General Objections stated above, MGC does not object to this request.

20. All "peer-reviewed discussions of economic theories of bargaining and negotiation" "relied upon" by Dr. Cross, or otherwise underlying, relating to, undermining, or supporting Dr. Cross's testimony. Cross WDS ¶ 14

Response to Request No. 20: Except as set forth in the General Objections stated above, MGC does not object to this request.

21. Documents sufficient to identify all MGC copyrighted programs and SDC copyrighted programs used in Dr. Cross's analysis.

Response to Request No. 21: Except as set forth in the General Objections stated above, MGC does not object to this request.

22. Mass-Colell, A., M.D. Whinston & J.R. Green (1995). *Microeconomic Theory,* Oxford University Press, pp. 679-684, cited by Dr. Cross. Cross WDS fn. 2

Response to Request No. 22: Except as set forth in the General Objections stated above, MGC does not object to this request.

23. Jarosz, J.C. & Chapman, M.J. (2012). "The Hypothetical Negotiation and Reasonable Royalty Damages: The Tail Wagging the Dog." *Stanford Technology Law Review* cited by Dr. Cross. Cross WDS fn. 3

Response to Request No. 23: Except as set forth in the General Objections stated above, MGC does not object to this request.

24. Putnam, J.D. & Tepperman, A.B. (2004). "Bargaining and the Construction of Economically Consistent Hypothetical License Negotiations." *The Licensing Journal*, cited by Dr. Cross. Cross WDS fn. 4

Response to Request No. 24: Except as set forth in the General Objections stated above, MGC does not object to this request.

25. All data and documents underlying, relating to, undermining, or supporting the statements that "Formally, for each of the years 2015, 2016 and 2017, I weight the value of each copyrighted program by the number of times it is distantly rebroadcast to a station in a year multiplied by the average number of subscribers for that station in that year." Cross WDS ¶ 23

Response to Request No. 25: Except as set forth in the General Objections stated above, MGC does not object to this request.

26. All data and documents underlying, relating to, undermining, or supporting "Table 2: Count of Unique Distant Signal Stations." Cross WDS ¶ 24

Response to Request No. 26: Except as set forth in the General Objections stated above, MGC does not object to this request.

27. All data and documents underlying, relating to, undermining, or supporting "Table 3: Number of Distantly Retransmitted Titles and Broadcasts of Devotional Programs." Cross WDS ¶ 25

Response to Request No. 27: Except as set forth in the General Objections stated above, MGC does not object to this request.

28. All data and documents underlying, relating to, undermining, or supporting "Table 4: Cable Programming by Average Number of Distant Subscribers." Cross WDS ¶ 27

Response to Request No. 28: Except as set forth in the General Objections stated above, MGC does not object to this request.

29. All data and documents underlying, relating to, undermining, or supporting "Table 5: Satellite Programming by Average Number of Distant Subscribers." Cross WDS ¶ 28

Response to Request No. 29: Except as set forth in the General Objections stated above, MGC does not object to this request.

30. All data and documents underlying, relating to, undermining, or supporting "Table 6: Cable Programming by Distant Retransmission Fee." Cross WDS ¶ 31

Response to Request No. 30: Except as set forth in the General Objections stated above, MGC does not object to this request.

31. All data and documents underlying, relating to, undermining, or supporting "Table 7: Alternative Estimate of MGC and SDC Distant Retransmitted Cable Devotional Programming, Royalty Shares." Cross WDS ¶ 33

Response to Request No. 31: Except as set forth in the General Objections stated above, MGC does not object to this request.

32. All documents supporting Dr. Cross's background as an expert witness in connection with the cable television industry, the satellite resale carrier industry, the broadcast television industry, the film and television program industry and religious film and television program industry.

Response to Request No. 32: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

33. All documents underlying, relating to, undermining, or supporting the testimony of Mr. Ehrenkranz on pages 2-3 ("Cable Television Refranchising"), including refranchising contracts, refranchising hearing transcripts, exhibits, or records, or related communications available to, reviewed by, or considered by the witness.

Response to Request No. 33: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

34. All documents underlying, relating to, undermining, or supporting the statement "Thus, when an MVPD makes the decision to retransmit LPTV station signals, it does so via retransmission consent agreements as opposed to must-carry elections." Ehrenkranz WDS p. 4

Response to Request No. 34: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

35. All documents sufficient to show the standard terms and conditions of LPTV station retransmission consent agreements with MVPD, including cable systems and satellite resale carriers.

Response to Request No. 35: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

36. All documents sufficient to show the copyrighted programming of MGC and SDC carried on each of the 59 LPTV stations retransmitted by AT&T in 2015-2017. Ehrenkranz WDS p. 5

Response to Request No. 36: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

37. All documents underlying, relating to, undermining, or supporting the distant carriage of the 59 LPTV stations retransmitted by AT&T in 2015-2017. Ehrenkranz WDS p. 5

Response to Request No. 37: Except as set forth in the General Objections stated above, MGC does not object to this request.

38. All documents underlying, relating to, undermining, or supporting the statement that "I examined 138 statements of account filed by various AT&T operating companies/subsidiaries with the Copyright Office (2015-2017)." Ehrenkranz WDS p. 5

Response to Request No. 38: Except as set forth in the General Objections stated above, MGC does not object to this request.

39. All documents underlying, relating to, undermining, or supporting the statements that "I then reviewed 138 statements of account for the corresponding period filed by incumbent cable television systems." Ehrenkranz WDS p. 5

Response to Request No. 39: Except as set forth in the General Objections stated above, MGC does not object to this request.

40. All documents underlying, relating to, undermining, or supporting the statements that "For the sake of accuracy, in addition to reviewing the incumbent cable system statements of account, where Part G (channel lineup) of such statements of account did not list the LPTV station(s) carried by AT&T, I performed a Google AI search to ascertain whether the cable system actually retransmitted the LPTV station signal but did not list the station on Part G." Ehrenkranz WDS p. 5.

Response to Request No. 40: Except as set forth in the General Objections stated above, MGC does not object to this request.

41. All documents underlying, relating to, undermining, or supporting the statements that "My research indicated that for the 2015-2017 period, AT&T retransmitted 59 LPTV station signals over 24 U-verse systems including both larger and smaller television markets." Ehrenkranz WDS p. 5

Response to Request No. 41: Except as set forth in the General Objections stated above, MGC does not object to this request.

42. All documents underlying, relating to, undermining, or supporting the statements that "My research indicated that for the same 24 systems (above) and for the 2015-1 statement of account filing period, that incumbent cable television systems retransmitted 52 LPTV station signals, 2 of which were not retransmitted by U-verse (Bakersfield, CA (1) and Baton Rouge, LA (1) systems). The other 50 were also retransmitted by AT&T in the U-verse systems." Ehrenkranz WDS p. 6

Response to Request No. 42: Except as set forth in the General Objections stated above, MGC does not object to this request.

43. All documents underlying, relating to, undermining, or supporting the statement that "For the 2011-1 period, for its Chicago, IL system where AT&T retransmitted LPTV stations WMEU-LD and WWME-LD, AT&T paid a surcharge fee of $506,666 as these two LPTV station signals were carried as partially distant non-permitted signals to two subscriber groups served by this system." Ehrenkranz WDS p. 7

Response to Request No. 43: Except as set forth in the General Objections stated above, MGC does not object to this request.

44. "What to Expect This Retransmission Consent Season," *Multichannel News,* July 31, 2017.

Response to Request No. 44: Except as set forth in the General Objections stated above, MGC does not object to this request.

45. "Aereo: The Mouse That Roared," *Multichannel News,* August 26, 2013.

Response to Request No. 45: Except as set forth in the General Objections stated above, MGC does not object to this request.

46. "Can the FCC End the Retrans Wars?" *Multichannel News,* October 10, 2011.

Response to Request No. 46: Except as set forth in the General Objections stated above, MGC does not object to this request.

47. All documents underlying, relating to, undermining, or supporting the statement that "The DIRECTV Local Launch (2003): The addition of local channels did not just drive a massive 85% adoption rate for the local channel package itself; it served as the primary catalyst for explosive, organic subscriber growth across the entire DIRECTV platform." Levine WDS, p. 3.

Response to Request No. 47: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

48. All documents underlying, relating to, undermining, or supporting the statement that "All documents underlying, relating to, undermining, or supporting the statement that "The Telco Overbuilders (2005–2006): When AT&T (SBC) and Verizon entered the video marketplace, they adopted an aggressive "me-too" content strategy. Even though their initial programming costs were drastically higher as new entrants" Levine WDS, p. 3.

Response to Request No. 48: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

49. All documents underlying, relating to, undermining, or supporting the statement that "During my tenure as Head of Distribution for Media General, I negotiated agreements with satellite operators addressing what are commonly referred to as "orphan counties," geographic areas where residents live in one state but are assigned to a DMA located in another state. The resulting out-of-market carriage provisions were designed to provide access to in-state news, emergency information, political coverage, and other programming relevant to the subscriber's community, independent of traditional ratings considerations." Levine WDS, p. 5.

Response to Request No. 49: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

50. All documents underlying, relating to, undermining, or supporting the statement that "Yet, despite commanding over 50% of total market viewership, broadcasters initially received zero monetary compensation from cable operators. When DIRECTV first introduced local-into-local spot beam delivery, it paid a nominal rate of just 5 to 15 cents per subscriber per month for the "Big 4" affiliates." Levine WDS, p. 6.

Response to Request No. 50: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

51. All documents underlying, relating to, undermining, or supporting the statement that "Over the ensuing years, retransmission fees grew from those nominal rates into billions of dollars, translating to multiple dollars per subscriber per month. Crucially, this exponential increase in affiliate fees occurred during a period of steep, well-documented declines in broadcast television ratings." Levine WDS, p. 6.

Response to Request No. 51: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

52. All documents underlying, relating to, undermining, or supporting the statement that "Historically, many regional sports networks commanded some of the highest per-subscriber license fees in the industry despite generating substantially lower aggregate ratings than major broadcast television stations. Their value was driven by exclusive programming rights rather than overall audience size." Levine WDS, p. 6.

Response to Request No. 52: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

53. All documents underlying, relating to, undermining, or supporting the statement that "During retransmission consent negotiations on behalf of Media General and TEGNA, compensation discussions frequently centered on market leverage, preservation of carriage, expansion into additional service areas, network affiliation value, orphan county treatment, and portfolio-wide economics. In my experience, these discussions were not driven by ratings performance. Rather, they reflected broader business considerations concerning distribution, competitive positioning, regulatory treatment, and the overall value of the station portfolio." Levine WDS, p. 6.

Response to Request No. 53: Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

54. All documents underlying, relating to, undermining, or supporting the statement that "Historically, many regional sports networks commanded some of the highest per-subscriber license fees in the industry despite generating substantially lower aggregate ratings than major broadcast television stations. Their value was driven by exclusive programming rights rather than overall audience size." Levine WDS, p. 6.

Response to Request No. 54: Note: Request no. 54 is identical to Request no. 52. Except as set forth in the General Objections stated above, MGC does not object to this request. No responsive documents exist.

Sincerely,

Brian Boydston, Esq.
Counsel for Multigroup Claimants

Exhibit B

From: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Sent: Apr 21, 2026 9:08 AM
To: Philip Cross <phil@kenyon-consulting.com>
Subject: Multigroup Claimants Raul Galaz

Dear Mr. Cross,

I am Brian Boydston, legal counsel to Multigroup Claimants. I understand you are meeting with Raul Galaz of Multigroup Claimants soon about acting as an expert witness for Multigroup Claimants, and wanted to provide you with some initial background information.

So please review the attached.

We look forward to working together.

Brian D. Boydston, Esq.
Pick & Boydston, LLP
1271 West 8th St., Unit C
San Pedro, CA 90731
(213)446-0970

- 2026-04-21 Email to Philip Cross.docx
  61.1 kB

[redacted]

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Simply TV raw broadcast data for retransmitted stations (2015-2017)

From: Raul Galaz (raulgalaz1@aol.com)

To: phil@kenyon-consulting.com

Cc: brianb@ix.netcom.com; galazryan@gmail.com

Date: Wednesday, April 22, 2026 at 11:06 AM EDT

Phil, below is a link for you to download the Simply TV raw broadcast data for retransmitted stations, for years 2015-2017. You will also receive an email allowing for the download, if the link does not work.

https://drive.google.com/file/d/1Nq75ZffmjJZOTXSbirZAj0RLyQtdS_FW/view?usp=sharing

To explain, Jeff Gray first secured information from Cable Data Corporation identifying all the stations that have been distantly retransmitted for each of the years 2015, 2016, and 2017. Jeff then ordered all the broadcast data for such stations from Simply TV, which catalogues this information on a broadcast-by-broadcast basis.

For each of the years 2015-2017, there are five separate files: Program, Schedule, Station, Contributor, and Program Cast. Given its size, and our lack of familiarity with a program that could successfully open the largest of these files (the "Schedule" files), we could open all files except the "Schedule" files, the most significant. Moreover, a few of the files seemed irrelevant ("Contributor" and "Program Cast"), and it is unclear why Simply TV provided them, even according to Jeff. I have hesitated from just deleting them from my system, but cannot see how they would relate to anything relevant. You are certainly free to review them, but may want to set these files to the side to avoid muddying the waters.

Because Jeff could open the "Schedule" file, he ran a query that identified each and every television program appearing in the Schedule files. That is, he distilled down the Schedule file in order to provide us a list of each and every program that was distantly retransmitted. What is clear is that the same program may be identified in several different ways, so there are several searches from which we try to discern if it could be the same or related program. Anyway, from this list, I methodically searched and identified every television program being claimed in the devotional programming category by either MGC or the SDC. See attached. From this list, Jeff was able to segregate from the Schedule files only those broadcasts that are attributable to the programs on the list, and create files for each of 2015, 2016, and 2017 that include all of the retransmitted devotional broadcasts that were retransmitted.

Unfortunately, just for sake of your ability to say you performed the work, I think you will need to perform the last step yourself. This is not to say that this already decides the methodological approach to take, only that by pulling this together the resulting data will be helpful as a basis of comparison with whatever is the ultimate approach. You will see that it is color-coded, where the green cells are SDC programming and the yellow cells are MGC programming. Within the MGC programming are programs produced by Jack Van Impe Ministries and Salem Baptist Church that were dismissed. Although we cannot include these

titles as part of our figures, it would be helpful to know how their absence affects any calculations. At this point, could you run these titles against the 2015, 2016, and 2017 "Schedule" file in order to identify all broadcasts claimed by either SDC or MGC?

Raul

2026-03-05 DEVOTIONAL Retransmitted titles list, 2015-2017.xlsx
17.9 kB

Re: Handful of items

From: Raul Galaz (raulgalaz1@aol.com)

To: phil@kenyon-consulting.com

Cc: adam@baime.us; adambaime@outlook.com; brianb@ix.netcom.com; galazryan@gmail.com

Date: Wednesday, April 29, 2026 at 06:14 PM EDT

Hi Philip,

Attached are two documents that were produced in discovery identifying the respective programs being claimed by MGC and the SDC, one produced by MGC, the other by the SDC. In order to make it as difficult for us as possible, the SDC did not produce its list other than in a pdf format.

Jeff gave me a list of all program titles in the database (devotional or otherwise) (see attached), then I methodically ran searches of program titles that may contain only a portion of the words in two attached lists. I know that the Simply TV broadcast data often identifies the same program in multiple different ways, so this was very time consuming for me.

When you open the calculations that had been run by Jeff, you will see the program titles that I felt comfortable identifying as those of either MGC or the SDC. [FYI, part of this is just my familiarity with much of the programming over 30 years.] However, I am unclear when the 2016 data issue first came into play with what I was looking at, because if Jeff ran his titles list while excluding the 2016 data that he just provided, then all of this has to be done again. If it did not affect the list of all program titles that Jeff gave me, then any if you were to aggregate all of the titles appearing anywhere in 2015, 2016 or 2017 and run them against the "new" 2016 list of broadcasts, it would pick up everything.

Anyway, you may have your own way of doing this, between the aggregate titles that I found for any year it is still a comprehensive list of all that appear

On Wednesday, April 29, 2026 at 02:01:44 PM EDT, Philip Cross <phil@kenyon-consulting.com> wrote:

> Raul,
>
> Thanks for sharing Jeff's additional 2016 Simply TV data. I am now getting sensible results when I apply Jeff's filter. See the attached .xlsx file.
>
> Next on my to-do list is constructing my own devotional programming filter. I talked to Jeff about this and he said I need to use a list of about 1,000 programs compiled by the SDC. Can you please provide me that SDC list?
>
> Cheers, Phil.

filtered2016_v2.xlsx

Philip J Cross, PhD
Kenyon Consulting, LLC
+1 (202) 255-7781
kenyon-consulting.com

On Tue, Apr 28, 2026 at 11:06 PM Raul Galaz <raulgalaz1@aol.com> wrote:

> Hi there, I'm just getting off a flight. When I spoke to Jeff yesterday, he had just sent me a second 2016 dataset. However, I'm almost certain he said that he had provided it to you, and I'm not entirely clear why there would've been two datasets that needed to be combined.
>
> I'll give him a call in the morning, or perhaps you could.
>
> Raul
>
> Sent from the all new AOL app for iOS
>
> On Tuesday, April 28, 2026, 8:01 PM, Philip Cross <phil@kenyon-consulting.com> wrote:
>
> > Raul,
> >
> > Okay for 2 and 3. WRT 1, please find attached the file "filter2016.xlsx" which applies Jeff's filter to the 2016 raw data. However, looking at this file will not help us get to the bottom of the issues with the 2016 raw data.
> >
> > In 2015 the raw data file SCHEDULE.txt has 16,082,466 observations with 200,474 distinct program IDs. And in 2017 the raw data file SCHEDULE.txt has 20,312,430 observations with 221,636 distinct program IDs.
> >
> > But the 2016 raw data file SCHEDULE.txt has 296,961 observations with 47,143 distinct program IDs. Jeff told us that the 2016 raw data consisted of two datasets. Perhaps the problem is that I only have one of them. Do you have both of them?
> >
> > Cheers, Phil.
> >
> > Philip J Cross, PhD
> > **Kenyon Consulting, LLC**
> > +1 (202) 255-7781
> > kenyon-consulting.com
> >
> > On Tue, Apr 28, 2026 at 3:05 PM Raul Galaz <raulgalaz1@aol.com> wrote:
> >
> > > Hi Philip, a few issues to address:
> > >
> > > 1) **Additional 2016 broadcast data and need to review list of retransmitted programs**. I spoke with Jeff yesterday, and he mentioned that you guys caught something having to do with the 2016 broadcast data. I'm very glad you caught it

because I was never able to open the aggregate broadcast data files for any year, they were simply too large for the programs I am familiar with. As such, Jeff ran a program that provided me with each title for 2015, 2016, or 2017, and I methodically went through them in order to located any program being claimed by either the SDC or MGC. From that, Jeff culled down the broadcast data to only the broadcasts of devotional programs being claimed by either the SDC or MGC.

What this tells me is that I am going to go through that exercise again, so as soon as you can do that for 2016 (2015 and 2017 are covered), please send it to me and I can start going through it. Of course, afterward you guys can run whatever program you need to double-check, and I think you would need to.

2) **CDC data and the significant WGN/WGNA issue.** I spoke with the owner of Cable Data Corporation a week ago, but am still waiting to obtain her proposal for authorization to use the CDC data, which figures will likely vary from the ones that were part of Jeff's calculations, as those were based on information received from the SDC during settlement negotiations. The CDC figures are periodically updated, so we will want the obtain the newest most updated figures.

Nevertheless, during my call, I learned something that is rather significant. I may have mentioned that the gorilla in this field has for several years been WGN Chicago. Specifically, it is a local Chicago station for which only part of the schedule has been distantly retransmitted under the moniker WGNA ("WGN America"). As such, for a program broadcast on WGN to qualify for a royalty from any broadcast, it must be simulcast on WGNA.

Even according to Google searches, WGN stopped being a distantly retransmitted "superstation" as of December 2014, and WGNA became a direct-to-cable feed, meaning that it would not generate the retransmission royalty. Nonetheless, it was witnessed by the CDC that many, many cable systems continued to identify WGN as a retransmitted signal on their semi-annual cable statements of account (cable SOAs) into 2015, and some into 2016, giving rise to the suggestion that they were doing so in error. Because cable system operators are obligated to pay a minimum fee regardless of whether they carry ***any*** retransmitted stations, and only pay beyond the minimum fee if they exceed a certain number of stations, it is presumed that in many cases it would not have affected the license fees that the CSOs were obligated to pay, while there are certainly cases in which the CSO erred and it resulted in a higher license fee paid into the Copyright Office. Apparently, the Licensing Division examiners did not question those entries for accuracy.

According to Jeff, in the Phase I proceeding, every single party moved forward as though the WGN entries in cable SOAs for 2015- were in error. As such, when calculating any of their analyses, they did not look at the WGN/WGNA broadcasts, nor did Jeff bring WGN/WGNA simulcasts into his calculations. Nevertheless, from my conversation with the CDC owner, this may have been in error, and it may help us significantly.

According to the CDC owner, she has since obtained information from someone she knew at WGN that explained that there is certain physical equipment that had to be

changed out by cable systems in order to effectuate this transition from a "retransmitted signal" to a "direct-to-cable feed". According to that source, although the equipment was in hand with the CSOs, several failed to install it, and were able to continue obtaining the WGN feed via the "retransmitted signal" equipment well into 2015. What this means is that the presumption that all CSOs reporting WGN/WGNA as a retransmitted signal may not have been inaccurate, and without significant investigation that no one plans to do, it is unclear what percentage was accurate or inaccurate. As such, I believe that if we had the CDC owner testify, she would likely assert that she cannot say with any personal familiarity whether the CSOs reported accurately or inaccurately. That is, all other things being equal, the CSO reporting should be presumed to be accurate, and WGN/WGNA simulcasts must come into our calculations, at least for 2015.

Why this is significant is because both Jeff and I ran our figures by including WGN/WGNA devotional broadcasts, then omitted that information in order to run our figures. I had a more crude calculation just to get a sense of where everything stood, counting ## of broadcasts instead of actual minutes on a particular station, but when I removed the WGN/WGNA broadcasts, MGC's 2015 share dropped from 49% to 35% in cable, and 54% to 30% in satellite. This dramatic drop was due to two factors: (i) the fact that WGN/WGNA had in excess of 8,000,000 distant subscribers, whereas other stations averaged a small fraction of that, and (ii) MGC had significantly more WGN/WGNA broadcasts during 2015 than the SDC.

Given the foregoing, we will need to verify the WGN/WGNA simulcasts (please ask Jeff how to accomplish), and bring those broadcasts into our calculations. Also, please take note that you may see "WGN-DT" and "WGN-DT3". As I understand from the CDC owner, these are entirely different feeds, with perhaps entirely different numbers of distant subscribers (again, you may want to check with Jeff).

3) **Incorrect 2017 figure.** It may not matter ultimately, but on the description of these proceedings that Brian sent you, I had provided him with one incorrect figure that was placed in his memo. For 2017, Jeff's figure for our cable share was not 6.17%, but rather 16.17%, as appears in Jeff's Excel spreadsheet that you were provided, which is to be compared to the 0.86% attributed by the SDC.

Raul

2022-02-18 SDC Program Titles 2015-17.pdf
212 kB

MC Represented Programs.xlsx
97.3 kB

2026-02-20 Distant retransmitted titles list (2015-2021).xlsx
5.9 MB

Exhibit F

From:	Warley, Michael A.
To:	Brian D. Boydston, Esq.
Cc:	arnie@lutzker.com; MacLean, Matthew J.
Subject:	RE: Discovery matters
Date:	Tuesday, August 11, 2026 2:09:16 PM
Attachments:	image001.png 20260811 - 14-17 D - SDC Follow-up Discovery Requests.pdf

Brian,

To help with our conversation this afternoon, I interposed responses to your email below, and the SDC's follow-up requests are attached.

MGC Request no. 1: Production of documents produced in Allocation proceedings.

The SDC object to the production, citing a prior CRB ruling. However, that ruling is qualified, and states that a blanket request for all Allocation phase discovery would be overbroad. Order Granting in Part and Denying in Part Motions to Quash Discovery Requests of Multigroup Claimants, Consolidated Dkt. No. 14-CRB-0010-CD/SD (2010-13), at 2 (Mar. 26, 2018).

"In its renewed request for allocation phase discovery, MGC focused on the Judges' historical discovery rulings but failed to assert, let alone establish, how allocation phase documents, data, theories, or methodologies are "related to" the Written Direct Testimony (WDT) of any SDC witness in the distribution phase."

In the Allocation phase of this proceeding, Dr. Leslie Marx presented data from Nielsen Media Research relating to calendar years 2014-2017. Notwithstanding, Dr. Marx explicitly refrained from offering any opinion based on such Nielsen data relating to the Devotional programming category, "because the small size of the SDC category renders it less reliable and impactful." Moreover, in its Written Rebuttal Statements, both the MPA and SDC (Dr. Erdem) addressed such data, and opined on it, bearing directly on the same source of data (Nielsen) for the same years.

As such, MGC agrees to narrow its request to documents produced by CTV, and specifically only those in response to Dr. Marx' use (and non-use) of Nielsen viewership data.

SDC Response: CTV has objected to the production of documents underlying this testimony, and the SDC maintain their own objection. Your articulation of the potential relevance of Dr. Marx's testimony regarding Nielsen data in a different proceeding does not open the door to discovery of the documents underlying that separate testimony. Moreover, we do not believe Dr. Erdem did address Dr. Marx's Nielsen analysis in the 2014-17 allocation proceeding, but we are happy to review the portion of testimony you refer to if you provide a citation. Parties are not entitled to discovery merely because it could be relevant and in another party's possession unless those documents underlie testimony they have presented in the proceeding at hand. Dr. Erdem's testimony in this proceeding did not rely on or use the data or documents underlying the Marx testimony you mention.

To the extent MGC seeks documents produced by CTV to launch a collateral attack on her

designated testimony, that is also foreclosed on page 3 of the same ruling you cite above: "Prior witnesses have been subjected to scrutiny and challenge. Parties with views controverting those of a witness filed rebuttal statements and had an opportunity to subject the witness to oral cross-examination. The record of a witness's prior testimony is the record of that testimony. Discovery of the underpinnings of that testimony is unwarranted and would constitute a collateral attack on a prior record without affording the witness or sponsoring party an opportunity to respond."

MGC Request no. 3: Agreements with experts and for data acquisition.

The SDC agreed to produce responsive documents, subject to the redaction of financial information. At our "meet and confer" discussion, the SDC additionally demanded that it would only respond if there were a mutual exchange of the category of documents, even though such category of documents had not been requested by the SDC.

As MGC previously agreed, there is no issue with the redaction of compensation information, absent information that provided a "bounty" or bonus related to the success of the SDC's claims. The SDC represents that there are no such compensation provisions, and MGC accepts this representation. MGC similarly represents that no such compensation provisions exist in its agreements either for expert witness services or data acquisition. MGC does take issue with the SDC seeking to add to the list of requested documents beyond those requested prior to the deadline previously agreed upon by the parties. SDC offered to issue an additional document request, which obviates the point that a deadline had been agreed upon between the parties.

Notwithstanding, MGC agrees to narrow its request only to the agreement with Nielsen Media Research (or related entities), with the non-bonus compensation provisions redacted.

The SDC would agree to this narrowed scope, but continue to believe such production should be reciprocal. If data-acquisition or licensing agreements are properly within the scope of discovery as documents that underlie the testimony of the witness using the data, then MGC's data-acquisition agreements are covered by the parties' agreement to exchange underlying documents voluntarily, as well as various SDC requests. For example, SDC Request 16 seeks "All data sources and all analysis described, as well as all documents underlying, relating to, undermining, or supporting the statement that 'My analysis utilizes three data sources …." If data-acquisition agreements are within the scope of discovery as documents underlying the testimony, then they are documents that relate to or underlie the data sources identified in the testimony.

The SDC agree to limit the scope of the production to MGC's acquisition of SimplyTV data, and thus request MGC's agreements with SimplyTV (subject to the same redactions that can be applied to agreements with Nielsen Media Research). However, the written testimony did not disclose to the SDC that MGC also relied on Dr. Gray as a source of data or data processing, so the SDC had no opportunity to serve requests for agreements with him relating to data and data processing. Attached are formal requests, based on the information learned in MGC's initial productions, for such documents.

MGC Request no. 4: Correspondence 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.

The SDC object on multiple grounds, including relevance, burden, and outside the scope of discovery, largely related to such correspondence being unrelated to the written direct testimony of the witnesses or the providers of data in this proceeding. Although MGC believed that this was already imputed, MGC clarified that it accepts limiting the request to correspondence and data related to this proceeding.

SDC additionally asserted an objection based on either privilege or work product doctrine, specifically indicating that it objected to producing drafts of testimony shared with SDC counsel, citing FRCP 26. Finally, the SDC demanded that it would only respond if there were a mutual exchange of the category of documents, even though such category of documents had not been requested by the SDC.

As regards FRCP 26, there is no such application to this circumstance. Initially, the CRB has expressly taken the position that it is not subject to the Federal Rules of Civil Procedure, and the Court of Appeals for the D.C. Circuit has affirmed. Notwithstanding, even if it did apply, FRCP 26 explicitly does not allow for the withholding of draft testimony or draft reports shared between legal counsel and an expert witness wherein any commentary of the counsel is provided between the expert and legal counsel. See FRCP 26(b)(4)(C).

Finally, the SDC demanded that it would only respond if there were a mutual exchange of the category of documents, even though such category of documents had not been requested by the SDC. MGC has already produced all documents relating to its expert witnesses, including correspondence, that would have been responsive as documents on which MGC's expert witnesses could have relied. MGC made such production without objection, as such objection would have been frivolous.

As such, MGC agrees to narrow its request only to documents related to this proceeding, but including correspondence attaching draft testimony or reports wherein any commentary of the counsel exists between the expert and legal counsel. Notwithstanding the foregoing, the SDC may omit any correspondence between the SDC and Cable Data Corporation. As noted, MGC has already produced such category of documents without objection, relating to its expert witnesses, but not with its data acquisition, but declines to produce documents for which the SDC did not make a timely request.

MGC's representation that "MGC has already produced all documents relating to its expert witnesses, including correspondence, that would have been responsive as documents on which MGC's expert witnesses could have relied" appears incomplete. MGC did not produce drafts of testimony, comments from MGC's counsel on draft testimony, or communications between MGC and data sources like Dr. Gray or SimplyTV.

The SDC can produce documents similar to what MGC produced, which is correspondence between

the SDC and Mr. Sanders, Dr. Erdem, and Ms. Berlin that provided information on which the witnesses relied. The SDC will rely on the parameters set forth in FRCP 26(b)(4)(C) as a guideline, producing documents that provide facts, data, or assumptions to the witnesses as set forth in that section of the rule. Pursuant to FRCP 26(b)(4)(B), this would exclude drafts of testimony (unless they contain content that meet the facts/data/assumption exceptions), and would also exclude things like routine scheduling correspondence, collection of materials for production in discovery, and attorney mental impressions on regarding draft testimony or methodologies.

MGC Request nos. 11 and 49: Testimony designated by the SDC that was relied on by SDC's expert witness Erkan Erdem and John Sanders.

The SDC have characterized the request as an interrogatory, and further indicated that SDC expert testimony has already cited what portions of the designated testimony on which they rely. MGC counters that the SDC has not done so, and effectively offered for MGC to seek a needle in a haystack.

MGC notes the existence of designated testimony that finds no citation in any witness testimony, including:
Dkt. 2002-8 CRB CD 2000-2003 (Phase II) (Remand) • John Sanders

Dkt. 2012-6 CRB CD 2004-09 (Phase II) (Reopened) & 2012-7 CRB SD 1999-2009 (Phase II) (Reopened)
• Erkan Erdem
• John Sanders
• Toby Berlin

Dkt. 14-CRB-0010-CD/SD (2010-13) (Distribution Phase) • Paul Lindstrom • Jeffrey Gray • John Sanders

2014-17 Allocation
• Christopher Bennett
• Leslie Marx

In the handful of instances in which citation is made to the designated testimony, it is to the entirety of the testimony, without any specification.

MGC renews its request for which portions of the designated were relied on by SDC's expert witnesses.

There is nothing further to identify beyond what was identified by the witnesses in their testimony, and there are no documents to produce.

MGC Request nos. 61 and 62: Any Nielsen data and Cable Data Corporation data in the possession of the SDC.

The SDC object on multiple grounds, including relevance, burden, and outside the scope of discovery, largely related to such data being unrelated to the written direct testimony of the witnesses. Although MGC believed that this was already imputed, MGC clarified that it accepts limiting the request to correspondence and data related to this proceeding.

The SDC have produced all data relied on by its witnesses it preparing their written testimony.

MGC responses to SDC requests.

During our conversation, the SDC inquired about any data relating to alternative methodologies or data considered by MGC. MGC has already responded to the SDC's request, without objection, but the SDC made specific reference to an April 29 email relating to WGN figures. Going through the production, I think that was to an April 28 email, but regardless, there is nothing to produce. The reference was to a fleeting derivation of a file that was produced, and was attached to an April 29 email, and characterized within the April 28 email as a "crude" version of what was attached to an April 29 email (and produced). No additional documents exist to produce.

It is unclear how there are no documents to produce, when MGC's response indicates that a document was created and not produced, even if that document was a "fleeting derivation of a file that was produced."

On that topic, however, after reviewing the SDC's response, we see no production other than those producing the results set forth in the SDC Written Direct Statement.

MGC considers documents and data that were considered and rejected as responsive to the initial production made by both parties, so I am obligated to inquire whether the SDC considered alternative methodologies or data that were rejected, and if so, inquire why such information was not produced.

The SDC's written testimony disclosed all alternative methodologies considered and all underlying documents and data were produced.

Best,
Mike

Michael Warley | Counsel
Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street NW | Washington, DC 20036-3006
t +1.202.663.8807 | m +1.301.639.7271
michael.warley@pillsburylaw.com | website bio
Pronouns: he/him/his

From: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Sent: Tuesday, August 11, 2026 11:21 AM

To: Warley, Michael A. <michael.warley@pillsburylaw.com>
Cc: arnie@lutzker.com; MacLean, Matthew J. <matthew.maclean@pillsburylaw.com>
Subject: RE: Discovery matters

Yes, please, that works.

Brian

-----Original Message-----
From: Warley, Michael A. <michael.warley@pillsburylaw.com>
Sent: Aug 10, 2026 7:53 PM
To: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Cc: arnie@lutzker.com <arnie@lutzker.com>, MacLean, Matthew J. <matthew.maclean@pillsburylaw.com>
Subject: RE: Discovery matters

Brian,

We could speak tomorrow afternoon at 3 pm ET (I'm in a deposition until 2, assuming it does not run long). I can send you a Zoom invitation if that works?

Best,
Mike

Michael Warley | Counsel
Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street NW | Washington, DC 20036-3006
t +1.202.663.8807 | m +1.301.639.7271
michael.warley@pillsburylaw.com | website bio
Pronouns: he/him/his

AUSTIN BEIJING BOSTON DOHA HONG KONG HOUSTON LONDON
LOS ANGELES MIAMI NASHVILLE NEW YORK NORTHERN VIRGINIA
PALM BEACH RIYADH SACRAMENTO SAN DIEGO SAN FRANCISCO
SHANGHAI SILICON VALLEY TAIPEI TOKYO WASHINGTON, DC

-----Original Message-----
From: Brian D. Boydston, Esq. <brianb@ix.netcom.com>

Sent: Monday, August 10, 2026 4:56 PM
To: Warley, Michael A. <michael.warley@pillsburylaw.com>
Cc: arnie@lutzker.com; MacLean, Matthew J. <matthew.maclean@pillsburylaw.com>
Subject: Discovery matters

Hi Michael,

We indicated that we would speak again tomorrow, so wanted to touch base regarding the matters we previously discussed. In anticipation of our continued discussion regarding discovery, let me address each of the items in order:

MGC Request no. 1: Production of documents produced in Allocation proceedings.

The SDC object to the production, citing a prior CRB ruling. However, that ruling is qualified, and states that a blanket request for all Allocation phase discovery would be overbroad. Order Granting in Part and Denying in Part Motions to Quash Discovery Requests of Multigroup Claimants, Consolidated Dkt. No. 14-CRB-0010-CD/SD (2010-13), at 2 (Mar. 26, 2018).

“In its renewed request for allocation phase discovery, MGC focused on the Judges’ historical discovery rulings but failed to assert, let alone establish, how allocation phase documents, data, theories, or methodologies are “related to” the Written Direct Testimony (WDT) of any SDC witness in the distribution phase.”

In the Allocation phase of this proceeding, Dr. Leslie Marx presented data from Nielsen Media Research relating to calendar years 2014-2017. Notwithstanding, Dr. Marx explicitly refrained from offering any opinion based on such Nielsen data relating to the Devotional programming category, “because the small size of the SDC category renders it less reliable and impactful.” Moreover, in its Written Rebuttal Statements, both the MPA and SDC (Dr. Erdem) addressed such data, and opined on it, bearing directly on the same source of data (Nielsen) for the same years.

As such, MGC agrees to narrow its request to documents produced by CTV, and specifically only those in response to Dr. Marx’ use (and non-use) of Nielsen viewership data.

MGC Request no. 3: Agreements with experts and for data acquisition.

The SDC agreed to produce responsive documents, subject to the redaction of financial information. At our "meet and confer" discussion, the SDC additionally demanded that it would only respond if there were a mutual exchange of the category of documents, even though such category of documents had not been requested by the SDC.

As MGC previously agreed, there is no issue with the redaction of compensation information, absent information that provided a "bounty" or bonus related to the success of the SDC's claims. The SDC represents that there are no such compensation provisions, and MGC accepts this representation. MGC similarly represents that no such compensation provisions exist in its agreements either for expert witness services or data acquisition. MGC does take issue with the SDC seeking to add to the list of requested documents beyond those requested prior to the deadline previously agreed upon by the parties. SDC offered to issue an additional document request, which obviates the point that a deadline had been agreed upon between the parties.

Notwithstanding, MGC agrees to narrow its request only to the agreement with Nielsen Media Research (or related entities), with the non-bonus compensation provisions redacted.

MGC Request no. 4: Correspondence 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.

The SDC object on multiple grounds, including relevance, burden, and outside the scope of discovery, largely related to such correspondence being unrelated to the written direct testimony of the witnesses or the providers of data in this proceeding. Although MGC believed that this was already imputed, MGC clarified that it accepts limiting the request to correspondence and data related to this proceeding.

SDC additionally asserted an objection based on either privilege or work product doctrine, specifically indicating that it objected to producing drafts of testimony shared with SDC counsel, citing FRCP 26. Finally, the SDC demanded that it would only respond if there were a mutual exchange of the category of documents, even though such category of documents had not been requested by the SDC.

As regards FRCP 26, there is no such application to this circumstance. Initially, the CRB has expressly taken the position that it is not subject to the Federal Rules of Civil Procedure, and the Court of Appeals for the D.C. Circuit has affirmed. Notwithstanding, even if it did apply, FRCP 26 explicitly does not allow for the withholding of draft testimony or draft reports shared between legal counsel and an expert witness wherein any commentary of the counsel is provided between the expert and legal counsel. See FRCP 26(b)(4)(C).

Finally, the SDC demanded that it would only respond if there were a mutual exchange of the category of documents, even though such category of documents had not been requested by the SDC. MGC has already produced all documents relating to its expert witnesses, including correspondence, that would have been responsive as documents on which MGC's expert witnesses could have relied. MGC made such production without objection, as such objection would have been frivolous.

As such, MGC agrees to narrow its request only to documents related to this proceeding, but including correspondence attaching draft testimony or reports wherein any commentary of the counsel exists between the expert and legal counsel. Notwithstanding the foregoing, the SDC may omit any correspondence between the SDC and Cable Data Corporation. As noted, MGC has already produced such category of documents without objection, relating to its expert witnesses, but not with its data acquisition, but declines to produce documents for which the SDC did not make a timely request.

MGC Request nos. 11 and 49: Testimony designated by the SDC that was relied on by SDC's expert witness Erkan Erdem and John Sanders.

The SDC have characterized the request as an interrogatory, and further indicated that SDC expert testimony has already cited what portions of the designated testimony on which they rely. MGC counters that the SDC has not done so, and effectively offered for MGC to seek a needle in a haystack.

MGC notes the existence of designated testimony that finds no citation in any witness testimony, including:

Dkt. 2002-8 CRB CD 2000-2003 (Phase II) (Remand) • John Sanders

Dkt. 2012-6 CRB CD 2004-09 (Phase II) (Reopened) & 2012-7 CRB SD 1999-2009 (Phase
II) (Reopened)
• Erkan Erdem
• John Sanders
• Toby Berlin

Dkt. 14-CRB-0010-CD/SD (2010-13) (Distribution Phase) • Paul Lindstrom • Jeffrey Gray • John Sanders

2014-17 Allocation
• Christopher Bennett
• Leslie Marx

In the handful of instances in which citation is made to the designated testimony, it is to the entirety of the testimony, without any specification.
MGC renews its request for which portions of the designated were relied on by SDC's expert witnesses.

MGC Request nos. 61 and 62: Any Nielsen data and Cable Data Corporation data in the possession of the SDC.

The SDC object on multiple grounds, including relevance, burden, and outside the scope of discovery, largely related to such data being unrelated to the written direct testimony of the witnesses. Although MGC believed that this was already imputed, MGC clarified that it accepts limiting the request to correspondence and data related to this proceeding.

MGC responses to SDC requests.

During our conversation, the SDC inquired about any data relating to alternative methodologies or data considered by MGC. MGC has already responded to the SDC's request, without objection, but the SDC made specific reference to an April 29 email relating to WGN figures. Going through the production, I think that was to an April 28 email, but regardless, there is nothing to produce. The reference was to a fleeting derivation of a file that was produced, and was attached to an April 29 email, and characterized within the April 28 email as a "crude" version of what was attached to an April 29 email (and produced). No additional documents exist to produce.

On that topic, however, after reviewing the SDC's response, we see no production other than those producing the results set forth in the SDC Written Direct Statement.

MGC considers documents and data that were considered and rejected as responsive to the initial production made by both parties, so I am obligated to inquire whether the SDC considered alternative methodologies or data that were rejected, and if so, inquire why such information was not produced.

Thanks, and I look forward to speaking with everyone tomorrow. Do you want to set up another Zoom call?

Brian Boydston

The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and may contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message, or any attachment, is strictly prohibited. If you have received this message in error, please notify the original sender or the Pillsbury Winthrop Shaw Pittman Service Desk at Tel: 800-477-0770, Option 1, immediately by telephone and delete this message, along with any attachments, from your computer. Nothing in this message may be construed as a digital or electronic signature of any employee of Pillsbury Winthrop Shaw Pittman. Thank you.

Exhibit G

Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street NW | Washington, DC 20036-3006 | tel 202.663.8000 | fax 202.663.8007

Michael A. Warley
tel: 202.663.8807
michael.warley@pillsburylaw.com

August 11, 2026

Via Email

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

Re: **Docket No. 16-CRB-0009-CD/SD (2014-2017)**
Distribution of the 2014-2017 Cable and Satellite Royalty Funds
Settling Devotional Claimants' Follow-up Requests

Dear Counsel:

In the SDC's initial document requests served on July 17, 2026, the SDC reserved the right to supplement their request based upon review and any forthcoming document production, privilege log or responses, and information revealed during the meet and confer process.

Following the meet and confer on Aug. 4, 2026 and upon review of the MGC's productions to date, the SDC have learned that MGC relied on or had an agreement with Dr. Jeffrey Gray to provide data or data processing services to MGC in connection with the testimony submitted in these proceedings. Accordingly, the SDC hereby submit these follow-up document requests based on this new information revealed for the first time in MGC's discovery productions and not disclosed in its written testimony.

The SDC reserve the right to supplement their requests based on review of any forthcoming document production, privilege log or responses, and information revealed during the meet and confer process.

The SDC hereby incorporate the instructions and definitions set forth in their July 17, 2026 requests.

Requests

55. Any and all documents reflecting agreements entered into between MGC or anyone acting on MGC's behalf and Dr. Jeffrey Gray.

56. Any and all documents reflecting agreements by which MGC or its witnesses were able to consult with and/or receive data or data processing assistance from Dr. Jeffrey Gray.

57. Any and all documents reflecting agreements entered into between MGC or anyone acting on MGC's behalf and SimplyTV.

58. Any and all documents reflecting agreements by which MGC or its witnesses were able to consult with and/or receive data or data processing assistance from SimplyTV.

Sincerely,

/s/ Michael Warley
Michael A. Warley
Counsel for SDC

Exhibit H

From: Brian D. Boydston, Esq.
To: MacLean, Matthew J.; Warley, Michael A.; arnie@lutzker.com; ben@lutzker.com; Fitzgerald, Rachel; Nyman, Jessica T.; Block, Caroline M.
Subject: RE: SDC Document Production
Date: Tuesday, September 8, 2026 2:47:12 PM
Attachments: image.png

Matt, as is always required in discovery, the SDC need to identify which documents are responsive to which requests, and if there are no documents being produced in response to a request, it needs to clarify whether it is because no responsive documents exist, or whether there are responsive documents that are being withheld based on an objection. I think you would agree, that this is a fairly universal standard across American jurisdictions.

As to your other specific comments, please see my responses below.

On Thursday, September 3, 2026 at 06:28:05 PM EDT, Brian D. Boydston, Esq. <brianb@ix.netcom.com> wrote:

> -----Forwarded Message-----
> From: MacLean, Matthew J. <matthew.maclean@pillsburylaw.com>
> Sent: Sep 3, 2026 2:24 PM
> To: Brian D. Boydston, Esq. <brianb@ix.netcom.com>, Warley, Michael A. <michael.warley@pillsburylaw.com>, arnie@lutzker.com <arnie@lutzker.com>, ben@lutzker.com <ben@lutzker.com>, Fitzgerald, Rachel <rachel.fitzgerald@pillsburylaw.com>, Nyman, Jessica T. <jessica.nyman@pillsburylaw.com>, Block, Caroline M. <caroline.block@pillsburylaw.com>
> Subject: RE: SDC Document Production
>
> Brian,
>
> As you might have seen, Mike is out on parental leave. You may be aware that we just had closing arguments in the 2018-21 cable case, so I have not been super focused on this discovery conversation, but I'm happy to work with you on this in Mike's absence.
>
> I infer based on your last email and this one that you do not have a platform for review of single-image tiffs with load file. Single-image tiffs with load file is the universal standard form of document production in civil cases, because it is efficient and provides an easy way to search and order documents by metadata fields. Although I understand that tiff files are searchable, so are pdf files. As to it being the "universal" standard, I have never had "single image tiff" produced in discovery before and, notably, no prior production by the SDC has ever been in the tiff format. Regardless, the issue is that the production identifies each page of an email as a separate document, despite being part of a larger

document, making review unwieldy and confusing. Please produce correspondence in its original state whether by tiff or pdf. To the extent documents are in families, the load file enables the review platform to show how those documents are associated so that any relationships are preserved and are clear. This is the way all law firms that I am aware of do it - and certainly all parties in the allocation phase cases. We can produce the documents to you in pdf format if you prefer. But because pdf format eliminates document metadata, it makes the documents harder to deal with, not easier. Please let us know.

I do not think it is accurate that we missed any response date. We produced documents and made timely, good faith objections to some requests. You did the same. Production was to occur on July 30. MGC complied on July 30. By contrast, the SDC only posed objections to certain aspects of certain MGC discovery requests, and produced no data/documents on such date. The SDC did not produce any documents or data until August 28, even those documents for which there was no stated objection. That is not "timely". Then we had discussions with you in which we agreed to produce certain additional documents, which we did. The points on which we agreed and disagreed are covered exhaustively in email between you and Mike, and they make clear what we are producing, in response to what. Are you asking us for some sort of more formal response restating what we said in emails?

For example, I see that we properly objected to your request for documents produced by other parties in the allocation phase case. You narrowed that request just to documents produced in connection with Dr. Marx's testimony, but we did not agree to produce those documents, based in part on an objection we received from CTV. I see that Mike informed you by email that we would not be producing documents in response to that request. In fact, there were conversations following the email to which you refer, and my email of August 19 memorializes those discussions. Specifically, the SDC designated both the testimony of Dr. Leslie Marx and Dr. Erdem's related testimony. The SDC asserted that it was challenging MGC's request for production of the Nielsen data that was the basis of Marx' and Erdem's testimony on the grounds that MGC was making a "collateral attack" on the designated testimony of Dr. Leslie Marx, and she would not be present to defend her position. On the contrary, the opposite is true. MGC agrees with Dr. Marx' testimony, and disagrees with Dr. Erdem's critique of it, which critique was designated by the SDC. Dr. Erdem will be present to defend his position. Regardless, if the SDC produces nothing, then the SDC needs to then formally respond that there are responsive documents in its possession, and clarify why it is not producing those documents, not simply make such statement in correspondence. Many of those documents are protected by a protective order, so they are not ours to produce, even if I wanted to produce them. If you were able to get agreement from CTV, I might reconsider that position, even though they are clearly outside the scope of discovery. So I think we were clear, but if you believe there are any requests as to which we were not clear, please let me know and we will clarify.

As for the Nielsen agreement, it was my understanding that you and Mike agreed that agreements for data acquisition need not be produced, and that you have not produced your own agreements for data acquisition. If I am mistaken on either of those points, please let me know. I'm not opposed to the idea of exchanging agreements for data acquisition, as long as we are agreed that it is a mutual obligation. That is not altogether accurate, and should review Michael Warley's August 11 email indicating the SDC's

> agreement that the Nielsen agreement would be produced.

> MGC needed to determine what information was ordered from Nielsen, which should logically have been reflected in any correspondence between the SDC and Nielsen, but is not mentioned anywhere in the documents that were produced. Absent all discussions regarding what the SDC was ordering from Nielsen being exclusively in phone conversations, which could be possible, only the data acquisition agreement with Nielsen will set forth what data was ordered. This information relating to the Nielsen data was the compromise that MGC was offering to forego the wealth of other responsive documents to which the SDC had only objected that the negotiated payments be omitted, and to which MGC had no issue to the SDC redacting.

> As regards mirror requests by the SDC for the expert agreements and data acquisition agreements, MGC similarly affirmed that there were no "bounty" provisions, and MGC/SDC had already agreed that payment terms need not be produced, explained at length the role of Dr. Gray as merely a conduit of the data that he was using in connection with an unrelated legal action in Los Angeles County, so no further information existed to produce in response to the SDC requests, but more significantly, the SDC requests were propounded almost four weeks delinquent in derivation of the discovery agreement amongst the parties, which never provided for an open-ended opportunity to continue broadening discovery following July 17. In fact, the SDC tried to recast its untimely requests as "follow-up" requests, even though they were not in follow-up to any data or documents previously produced, and even if "follow-up" requests were allowed, which were not, the SDC foreclosed MGC from issuing such requests by failing to produce a single item of data or documents on the July 30 production date that had been agreed upon amongst the parties.

> In sum, the SDC needs to either produce correspondence with Nielsen or a data acquisition agreement, in order to reflect specifically what Nielsen data was ordered.

> The correspondence that we produced in the supplemental production was in response to the scope that I understand Mike agreed to produce - correspondence with witnesses explaining facts/data/assumptions and excluding attorney mental impressions and drafts of testimony. I think that scope was also clear in the emails between you and Mike. And, at any rate, they were produced as they are kept in the ordinary course of business, which satisfies the standard, in a format that should make the documents very easy to search, sort, and use. However, if you really do think there is anything unclear about our production, I will do my best to clear it up. The SDC did not provide correspondence attaching a single version of their testimony, draft or otherwise, nor indicated that any existed, much less identifying them then providing a redaction or privilege log. If the basis of objection is FRCP 26, as Michael Warley previously suggested, this must be so identified. At minimum, this must occur.[Notably, the Federal Rules of Civil Procedure do not apply in these proceedings, a position that the SDC has expressly taken before the Court of Appeals.].

We have produced all CDC and Nielsen data acquired for use in this proceeding. The SDC cannot re-write MGC's discovery request. MGC did not request such data as was acquired for use in this proceeding or "relied on" in this this proceeding, but rather "all" CDC and Nielsen data.qualify its responsethe SDC needs to formally affirm in its discovery responses that no such data is being produced because no such data exists. As noted above, this does not include any data produced by other parties in the allocation phase proceeding, because that is not our data, we haven't licensed it, most of it is restricted under the protective order in that proceeding, and it was not used or considered by our witnesses for the distribution phase proceeding.

If you wouldn't mind helping me out on this one, what was your agreement with Mike regarding pinpoint citations in designated testimony?

Please let me know if you would like to discuss.

Matt

-----Original Message-----
From: MacLean, Matthew J. <matthew.maclean@pillsburylaw.com>
Sent: Sep 3, 2026 2:24 PM
To: Brian D. Boydston, Esq. <brianb@ix.netcom.com>, Warley, Michael A. <michael.warley@pillsburylaw.com>, arnie@lutzker.com <arnie@lutzker.com>, ben@lutzker.com <ben@lutzker.com>, Fitzgerald, Rachel <rachel.fitzgerald@pillsburylaw.com>, Nyman, Jessica T. <jessica.nyman@pillsburylaw.com>, Block, Caroline M. <caroline.block@pillsburylaw.com>
Subject: RE: SDC Document Production

Brian,

As you might have seen, Mike is out on parental leave. You may be aware that we just had closing arguments in the 2018-21 cable case, so I have not been super focused on this discovery conversation, but I'm happy to work with you on this in Mike's absence.

I infer based on your last email and this one that you do not have a platform for review of single-image tiffs with load file. Single-image tiffs with load file is the universal standard form of document production in civil cases, because it is efficient and provides an easy way to search and order documents by metadata fields. To the extent documents are in families, the load file enables the review platform to show how those documents are associated so that any relationships are preserved and are clear. This is the way all law firms that I am aware of do it - and certainly all parties in the allocation phase cases. We can produce the documents to you in pdf format if you prefer. But because pdf format eliminates document metadata, it makes the documents harder to deal with, not easier. Please let us know.

I do not think it is accurate that we missed any response date. We produced documents and

made timely, good faith objections to some requests. You did the same. Then we had discussions with you in which we agreed to produce certain additional documents, which we did. The points on which we agreed and disagreed are covered exhaustively in email between you and Mike, and they make clear what we are producing, in response to what. Are you asking us for some sort of more formal response restating what we said in emails?

For example, I see that we properly objected to your request for documents produced by other parties in the allocation phase case. You narrowed that request just to documents produced in connection with Dr. Marx's testimony, but we did not agree to produce those documents, based in part on an objection we received from CTV. I see that Mike informed you by email that we would not be producing documents in response to that request. Many of those documents are protected by a protective order, so they are not ours to produce, even if I wanted to produce them. If you were able to get agreement from CTV, I might reconsider that position, even though they are clearly outside the scope of discovery. So I think we were clear, but if you believe there are any requests as to which we were not clear, please let me know and we will clarify.

As for the Nielsen agreement, it was my understanding that you and Mike agreed that agreements for data acquisition need not be produced, and that you have not produced your own agreements for data acquisition. If I am mistaken on either of those points, please let me know. I'm not opposed to the idea of exchanging agreements for data acquisition, as long as we are agreed that it is a mutual obligation.

The correspondence that we produced in the supplemental production was in response to the scope that I understand Mike agreed to produce - correspondence with witnesses explaining facts/data/assumptions and excluding attorney mental impressions and drafts of testimony. I think that scope was also clear in the emails between you and Mike. And, at any rate, they were produced as they are kept in the ordinary course of business, which satisfies the standard, in a format that should make the documents very easy to search, sort, and use. However, if you really do think there is anything unclear about our production, I will do my best to clear it up.

We have produced all CDC and Nielsen data acquired for use in this proceeding. As noted above, this does not include any data produced by other parties in the allocation phase proceeding, because that is not our data, we haven't licensed it, most of it is restricted under the protective order in that proceeding, and it was not used or considered by our witnesses for the distribution phase proceeding.

If you wouldn't mind helping me out on this one, what was your agreement with Mike regarding pinpoint citations in designated testimony?

Please let me know if you would like to discuss.

Matt

Matthew MacLean | Partner
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matthew.maclean@pillsburylaw.com | website bio

-----Original Message-----
From: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Sent: Wednesday, September 2, 2026 7:01 PM
To: Warley, Michael A. <michael.warley@pillsburylaw.com>; MacLean, Matthew J. <matthew.maclean@pillsburylaw.com>; arnie@lutzker.com; ben@lutzker.com; Fitzgerald, Rachel <rachel.fitzgerald@pillsburylaw.com>; Nyman, Jessica T. <jessica.nyman@pillsburylaw.com>
Subject: Re: SDC Document Production

Dear Michael,

It is now also clear to me that you have failed to when no documents are being produced in response to a particular request, and whether or not such non-production is because no responsive documents exist, or if you are objecting to the request. This was addressed at paragraphs 1 and 3 of the instructions to our discovery requests, and you did not object to those instructions.

From your materials, it appears that you produced 18 emails and the attachments to those emails, and nothing else.

It appears that you have produced no CTV documents from the Allocation phase, or the agreement for acquisition of Nielsen data, or any correspondence regarding drafts of testimony, or any pinpoint cites for designated testimony. Please confirm that is the case and your intent. Also, you have previously represented that there was no Nielsen or CDC data other than what was already produced, but you have not formally stated in your responses that no such documents exist. Please do.

Brian Boydston

-----Original Message-----
From: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Sent: Sep 2, 2026 8:33 AM
To: <michael.warley@pillsburylaw.com>, <matthew.maclean@pillsburylaw.com>, <arnie@lutzker.com>, <ben@lutzker.com>, <rachel.fitzgerald@pillsburylaw.com>, <jessica.nyman@pillsburylaw.com>
Subject: SDC Document Production

Dear Michael,

Having now had a chance to try to piece together your document production, it is wholly unacceptable in its format.

To begin with, paragraph 6 of the "Introduction and Definitions" section of Multigroup Claimants' discovery requests directed the following:

"When responding, identify each discovery request by number and letter and specifically identify the documents that are being provided that are responsive to the request."

No objection was made by the SDC to this direction regarding the format for response, nor could one be reasonably made, as ample authority exists that a party cannot just dump all of its discovery responses on the other without identifying to which discovery requests they are responsive, or reasonably labeling them.

MGC's discovery requests were propounded on July 17, 2026 for an agreed upon July 30 response date. Although the SDC objected to the production of certain documents, it failed to produce any of the requested documents (even those to which it posed no objection) until August 28. Having taken an additional four weeks beyond the agreed upon response date, the SDC responses still fail to identify which data/documents are responsive to which discovery requests, and produce many of the responsive data/documents in a nonsensical state.

The SDC has produced 2 “Data” files, 658 “Images” files, 11 “Natives” files (all Excel files), and 36 “Text” files, with no explanation as to how they relate to each other, or to which discovery requests to which they are responsive. The numeric figures assigned to documents in one category appear to make them related, but even then is unclear.

For example;

SDC-000943.tif is a separate document appearing in “Images” that is an image of a single page that appears to be the first of three pages of an email that continues with SDC-000944, and concludes at SDC-000945. That is, rather than produce all of the email as a single document (that could be Bate-stamped 000943-000945), the SDC produced parts of a single document as though they were separate responsive documents, and leaving it to MGC to combine these into a single document in order to be readable. Continuing further,

SDC-000946.tif appearing in “Images” is an image of a single page that reads “Document produced in Native”.

SDC-000946 . . .xlsx appearing in “Natives” is an Excel spreadsheet that may or may not have been an attachment to the email appearing in “Images” at 000943-000945, as it reflects a different name than the document “Intab.Template.xlsx” that is referenced as a possible attachment to the email.

SDC-000946.txt in “Text” is an long strand of numbers and text.

At this point, the SDC’s response remains incomplete and incomprehensible. The SDC needs to immediately identify which documents are responsive to which discovery requests, and format them in a manner that is comprehensible.

Please promptly identify when the foregoing will occur.

Brian Boydston

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Exhibit I

Block, Caroline M.

From: MacLean, Matthew J. <matthew.maclean@pillsburylaw.com>
Sent: Wednesday, September 30, 2026 8:29 PM
To: Brian D. Boydston, Esq.; Fitzgerald, Rachel
Cc: Arnie Lutzker; Nyman, Jessica T.; Warley, Michael A.; Block, Caroline M.; Ben Sternberg
Subject: RE: SDC Production re 14-17 Distribution WDS

Follow Up Flag: Follow up
Flag Status: Flagged

Brian,

We have no agreement with Nielsen containing any representations regarding the reliability of Nielsen data, either in the current proceeding or in any other. The agreements you are asking for are not responsive or relevant.

What we are asking for, on the other hand, is responsive and relevant. We are not simply speculating as to what might be in documents that have not been provided. Regardless of why or how Dr. Gray performed the calculations or what MGC intended to do with them, the results were passed to Dr. Cross, along with detailed explanations of what those results represent, for use in the development of Dr. Cross's own calculations presented in testimony. While MGC has produced some communications between Dr. Cross and either you or Mr. Galaz, MGC has not produced the communications with Dr. Gray on which certain content in those communications with Dr. Cross were based, nor has MGC produced a privilege log asserting any basis to withhold communications with Dr. Gray, including communications that ultimately made their way to Dr. Cross, however indirectly.

Nor has MGC produced a privilege log showing communications about drafts of testimony. I don't believe you are saying that there were absolutely no drafts exchanged, but please tell me if I am wrong. We have not in the past insisted on logging drafts on a privilege log, but you insisted in this proceeding and we complied with your request. We should be entitled to the same level of cooperation from you that you have received from us, and that's all we are asking for.

And MGC's privilege log may be important in this case. Although we would normally regard drafts exchanged between an expert and an attorney as being within the ambit of work product or privilege, it is not certain that the same would apply to drafts exchanged with Mr. Galaz, who clearly had a role in directing the activities of MGC's experts. We're entitled to information allowing us to consider any assertions of work product or privilege.

You misunderstand the data that we provided during settlement discussions. We explained at the time that the percentages were based simply on raw counts of observed distant viewing, and I specifically said then that we had not yet "found it necessary to expend the resources to develop a more sophisticated projection methodology." You even asked some questions verifying that the numbers we were providing at the time were not based on projections. Dr. Erdem's written testimony uses exactly the same observed distant viewing data, but in a regression model incorporating other data to project unobserved viewing. The data provided in settlement discussions did not "fail to comport with the figures Dr. Erdem provided in his written testimony." Exactly the same data is embedded within the model that Dr. Erdem subsequently developed, the results of which are based on a projection using statistical methods, instead of the raw numbers. There was nothing hidden then, and there is nothing hidden now. Even today, I'm perfectly willing to have a conversation with you about whatever you want to know about Dr. Erdem's data and analysis.

At this point, I think we may be talking past each other. I suggest we schedule a call and try to hammer this out.

Matt

Matthew MacLean | Partner
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matthew.maclean@pillsburylaw.com | website bio

From: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Sent: Wednesday, September 30, 2026 3:44 PM
To: MacLean, Matthew J. <matthew.maclean@pillsburylaw.com>; Fitzgerald, Rachel <rachel.fitzgerald@pillsburylaw.com>
Cc: Arnie Lutzker <arnie@lutzker.com>; Nyman, Jessica T. <jessica.nyman@pillsburylaw.com>; Warley, Michael A. <michael.warley@pillsburylaw.com>; Block, Caroline M. <caroline.block@pillsburylaw.com>; Ben Sternberg <ben@lutzker.com>
Subject: RE: SDC Production re 14-17 Distribution WDS

Matt, we clearly disagree regarding the Nielsen data. The issue is not with what your witnesses relied on, but what representations Nielsen is making regarding the reliability of its own data.

As for the issues you raised regarding MGC's data, in our settlement conversations, you and Arnie made very specific assertions regarding the "absence" of MGC programming in 2017. Specifically, the two of you stated that Kenneth Copeland's programming was no longer being significantly broadcast, to which you even went so far as to say that it was likely due to such programming no longer being on the Trinity Broadcasting Network. This, you stated, was the likely explanation for why the SDC was attributing MGC with only 0.86% of total devotional cable viewing during 2017. In fact, in subsequent settlement communications, we even brought to your attention that Kenneth Copeland's departure from Trinity Broadcasting Network did not occur until 2020.

As to any computations by Dr. Gray, there are none in our possession, and certainly none that were provided to Dr. Cross. We do not know nor could establish what programming Dr. Gray relied on, or anything else beyond what is in the Excel spreadsheet that Dr. Gray provided to us that was subsequently passed on to Dr. Cross and produced in discovery, as the point of the entire exercise was to test the SDC's contention during settlement negotiations that MGC's programming was diminished in volume and altogether absent in 2017. It was not to develop a methodology, as only the SDC is contending, nor ever represented as such. In fact, if Dr. Gray's figures could be mischaracterized as the development of an "alternative methodology", we could just as easily point to the figures that were provided by SDC to MGC during settlement negotiations as evidence of "alternative methodologies" for which the SDC has provided no documentation, as those figures significantly fail to comport with the figures Dr. Erdem provided in his written testimony. We took them as rough figures that were not the product of a completed or vetted methodology, but by your logic, there is an alternative methodology for which the SDC has provided no documentation. Dr. Gray's figures are no different, other than the fact that the means by which they were derived were never provided to either MGC or Dr. Cross, whereas the figures previously provided by Dr. Erdem in the course for settlement discussions necessarily are with him.

As already noted, the gross data Dr. Gray (presumably) relied on is no different than the gross data on which Dr. Cross relied, which was all produced by MGC to SDC. Second, the means by which Dr. Gray

came up with his figures was only generally described to MGC, but literally none of the computing processes were provided to MGC, much less provided to Dr. Cross. Moreover, the figures that I represented in a memo as being the product of Dr. Gray's calculations of "volume", and which you have now asserted were "consistently lower" were misstated and at variance with the figures in the Excel spreadsheet that was produced, as was even communicated in correspondence from Raul Galaz to Dr. Cross -- which also has been produced by MGC (see "2026-04-28 email 2", at section 3). Finally, you have mischaracterized a statement made by Raul Galaz in correspondence, wherein he informs Dr. Cross that Dr. Cross must "perform the last step [himself]", wherein this was not a reference to the steps of any methodology, but rather limited to the identification of all variants of claimed titles in the data.

Brian

-----Original Message-----
From: MacLean, Matthew J. <matthew.maclean@pillsburylaw.com>
Sent: Sep 29, 2026 4:49 PM
To: Brian D. Boydston, Esq. <brianb@ix.netcom.com>, Fitzgerald, Rachel <rachel.fitzgerald@pillsburylaw.com>
Cc: Arnie Lutzker <arnie@lutzker.com>, Nyman, Jessica T. <jessica.nyman@pillsburylaw.com>, Warley, Michael A. <michael.warley@pillsburylaw.com>, Block, Caroline M. <caroline.block@pillsburylaw.com>, Ben Sternberg <ben@lutzker.com>
Subject: RE: SDC Production re 14-17 Distribution WDS

Brian,

We have produced the relevant documents with respect to the Nielsen data on which our experts relied. We are not required to produce documents from prior years just to prove they don't relate to the years at issue, and I don't believe the Judges have ever interpreted the rules to provide for such a broad and speculative scope of discovery. Discovery is limited to documents underlying testimony in this proceeding. Our experts did not rely on or consider Nielsen agreements from prior years, nor to my knowledge have they even seen those agreements. The agreements from prior years are therefore not part of the scope of discovery in this proceeding.

I don't agree with the characterization that we ever made any "representations" concerning an "absence" of "MGC programming." All we have ever represented is what our data show about observed viewing of MGC programming. And I note that Dr. Erdem performs a regression model that projects a much higher level of distant viewing of MGC programming than the raw number of observed instances would suggest. But regardless of whether you agree or

disagree with the model or the data, you have everything our experts considered and relied on. If you don't think it is sufficient to support the reliability of their conclusions, you can make that argument.

Your response concerning Dr. Gray does not address the issue we raised. We are not seeking his engagement agreement for the Los Angeles litigation merely because such an agreement exists. We are seeking the materials relating to work performed by Dr. Gray that MGC communicated to Dr. Cross or that Dr. Cross considered in developing his methodology and testimony. Even the few documents you have produced show quite clearly that Dr. Gray ran an alternative methodology. The share results, which are consistently lower for MGC than in the methodology that Dr. Cross eventually settled on, are in MGC's document production. You sent a memo to Dr. Cross that says, in relevant part:

[redacted]

In a subsequent email to Dr. Cross, Mr. Galaz describes step-by-step a methodology apparently devised by Dr. Gray, and then says: "Unfortunately, just for sake of your ability to say you performed the work, I think you will need to perform the last step yourself." It's not enough for Dr. Cross simply to "say" he did his own work. The documents make clear that Dr. Cross considered Dr. Gray's work, which has not been produced.

I remain willing to discuss these issues so that we can resolve them without motion practice. But the same discovery standard should apply to both parties: documents connected to the data and work considered by the testifying experts are discoverable; documents concerning other years or proceedings, with no such connection, are not.

Matt

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matthew.maclean@pillsburylaw.com | website bio

From: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Sent: Tuesday, September 29, 2026 5:30 PM
To: MacLean, Matthew J. <matthew.maclean@pillsburylaw.com>; Fitzgerald, Rachel <rachel.fitzgerald@pillsburylaw.com>
Cc: Arnie Lutzker <arnie@lutzker.com>; Nyman, Jessica T. <jessica.nyman@pillsburylaw.com>; Warley, Michael A.

<michael.warley@pillsburylaw.com>; Block, Caroline M. <caroline.block@pillsburylaw.com>; Ben Sternberg <ben@lutzker.com>
Subject: RE: SDC Production re 14-17 Distribution WDS

Thanks, Matt. The document that was produced is identified as an "amendment" to an underlying agreement. It is not outside the realm of possibility that the underlying agreement sets forth parameters on which the data may be relied, and qualifies statistical reliance on the data. In fact, not only would that be a possibility, it is more of a likelihood that such a qualification exists when such data is being secured. This is the rather self-evident reason that MGC is seeking the underlying agreement.

As far as your other issues, we have already stated that we have no privilege log because MGC did not object and hold back any information based on privilege. Further, Dr. Gray was never engaged to prepare a methodology in this proceeding, did not prepare a methodology for this proceeding, is not nor ever has been an anticipated witness, and the only agreement that exists between MGC and him relates to a legal action in Los Angeles for which we transparently provided the case number and title in the event that the SDC desired to look it up. Notwithstanding, if you were to mischaracterize what Dr. Gray did as an "alternate methodology" (wherein with the licensors' permission he passed on the gross 2015-2017 data in his possession, and during such course verified that the representations the SDC was making regarding the total absence of MGC programming during certain years was inaccurate), MGC did produce everything in its possession including all data sources relied on by its actual witness, so I am genuinely unclear what more MGC could produce.

Will the SDC produce the underlying agreement with Nielsen?

Brian

-----Original Message-----
From: MacLean, Matthew J. <matthew.maclean@pillsburylaw.com>
Sent: Sep 29, 2026 11:44 AM
To: Brian D. Boydston, Esq. <brianb@ix.netcom.com>, Fitzgerald, Rachel

<rachel.fitzgerald@pillsburylaw.com>
Cc: Arnie Lutzker <arnie@lutzker.com>, Nyman, Jessica T. <jessica.nyman@pillsburylaw.com>, Warley, Michael A. <michael.warley@pillsburylaw.com>, Block, Caroline M. <caroline.block@pillsburylaw.com>, Ben Sternberg <ben@lutzker.com>
Subject: RE: SDC Production re 14-17 Distribution WDS

Brian,

The sole justification you gave us for requesting our data acquisition agreements with Nielsen was in your email of September 3, 2026:

> MGC needed to determine what information was ordered from Nielsen, which should logically have been reflected in any correspondence between the SDC and Nielsen, but is not mentioned anywhere in the documents that were produced. Absent all discussions regarding what the SDC was ordering from Nielsen being exclusively in phone conversations, which could be possible, only the data acquisition agreement with Nielsen will set forth what data was ordered.

We have produced to you the agreements containing precisely the information that you said you needed for the years at issue. Those agreements identify the Nielsen data ordered for use in this proceeding - the only Nielsen data on which SDC's witnesses relied. At your request, we also confirmed that fact in writing in the SDC's supplemental discovery responses.

The document you are now describing as the "actual agreement" is an agreement concerning the acquisition of data for earlier years, not the years at issue in this proceeding. You have not identified any reason why an agreement concerning other years, and without any reference to data for the years at issue, bears on the data ordered or used by SDC's witnesses here. Accordingly, earlier agreements do not appear responsive to the rationale MGC gave for requesting the Nielsen agreements in the first place.

The SDC have made extensive efforts to accommodate MGC's discovery requests. Among other things, the SDC have produced the relevant Nielsen data-acquisition agreements, produced substantial communications with experts, provided a privilege log voluntarily at your request, and provided amended discovery responses at your request, reflecting what we agreed to provide after meeting and conferring with you in good faith.

That cooperation has not been reciprocal. MGC has not produced agreements concerning the acquisition of data used by its witnesses in this proceeding, so SDC still lacks the same information MGC said it needed from SDC. MGC also has

not produced a privilege log. More significantly, MGC appears to have withheld materials concerning an alternative methodology performed by Dr. Gray and provided to MGC's experts, but not presented in their testimony.

If MGC believes the earlier Nielsen agreement is relevant for some reason other than the one stated in your September 3 email, please identify that reason and explain why the agreements and supplemental responses already produced do not provide the information MGC needs. We will consider any concrete explanation you provide.

I remain available to discuss this matter. If MGC has a reasonable proposal that addresses both sides' outstanding concerns, please let me know.

Matt

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LOS ANGELES MIAMI NASHVILLE NEW YORK NORTHERN VIRGINIA
PALM BEACH RIYADH SACRAMENTO SAN DIEGO SAN FRANCISCO
SHANGHAI SILICON VALLEY TAIPEI TOKYO WASHINGTON, DC

pillsbury

From: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Sent: Tuesday, September 29, 2026 12:27 PM
To: Fitzgerald, Rachel <rachel.fitzgerald@pillsburylaw.com>
Cc: MacLean, Matthew J. <matthew.maclean@pillsburylaw.com>; Arnie Lutzker <arnie@lutzker.com>; Nyman, Jessica T. <jessica.nyman@pillsburylaw.com>; Warley, Michael A. <michael.warley@pillsburylaw.com>; Block, Caroline M. <caroline.block@pillsburylaw.com>; Ben Sternberg <ben@lutzker.com>
Subject: Re: SDC Production re 14-17 Distribution WDS

Dear Matt, Rachel, Arnie, etc.

Will you agree to produce to us the actual agreement with Nielsen, or do we need to file a motion to compel its producxtion?

Brian Boydston

-----Original Message-----
From: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Sent: Sep 15, 2026 4:18 PM
To: Fitzgerald Rachel <rachel.fitzgerald@pillsburylaw.com>
Cc: MacLean Matthew J. <matthew.maclean@pillsburylaw.com>, Arnie Lutzker <arnie@lutzker.com>, Nyman Jessica T. <jessica.nyman@pillsburylaw.com>, Warley Michael A. <michael.warley@pillsburylaw.com>, Block Caroline M. <caroline.block@pillsburylaw.com>, Ben Sternberg <ben@lutzker.com>
Subject: Re: SDC Production re 14-17 Distribution WDS

Matt, these documents are amendments to the actual agreement. Will you please produce the actual agreement?

Brian

-----Original Message-----
From: Fitzgerald, Rachel <rachel.fitzgerald@pillsburylaw.com>
Sent: Sep 11, 2026 8:55 PM
To: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Cc: MacLean, Matthew J. <matthew.maclean@pillsburylaw.com>, Arnie Lutzker <arnie@lutzker.com>, Nyman, Jessica T. <jessica.nyman@pillsburylaw.com>, Warley, Michael A. <michael.warley@pillsburylaw.com>, Block, Caroline M. <caroline.block@pillsburylaw.com>, Ben Sternberg <ben@lutzker.com>
Subject: SDC Production re 14-17 Distribution WDS

Brian,

Please see attached and below regarding the SDC's production today.

The ShareFile link to the production is: https://pillsburylaw.sharefile.com/d-s0933ad7674504cdfa2bdfa41e5a4959b. You will be separately receiving an email with the password to access the restricted documents.

The ShareFile link will expire in approximately four weeks.

Best,

Rachel

Rachel Fitzgerald | Associate
Pillsbury Winthrop Shaw Pittman LLP
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rachel.fitzgerald@pillsburylaw.com

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SHANGHAI SILICON VALLEY TAIPEI TOKYO WASHINGTON, DC

pillsbury

*Admitted in Maryland. Practicing under the supervision of D.C. Bar members.

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The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and may contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message, or any attachment, is strictly prohibited. If you have received this message in error, please notify the original sender or the Pillsbury Winthrop Shaw Pittman Service Desk at Tel: 800-477-0770, Option 1, immediately by telephone and delete this message, along with any attachments, from your computer. Nothing in this message may be construed as a digital or electronic signature of any employee of Pillsbury Winthrop Shaw Pittman. Thank you.

Exhibit J

Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street NW | Washington, DC 20036-3006 | tel 202.663.8000 | fax 202.663.8007

Michael A. Warley
tel: 202.663.8807
michael.warley@pillsburylaw.com

July 17, 2026

Via Email

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

Re: **Docket No. 16-CRB-0009-CD/SD (2014-2017)**
Distribution of the 2014-2017 Cable and Satellite Royalty Funds
Settling Devotional Claimants' Discovery Requests (Written Direct Statement on Distribution Issues)

Dear Counsel:

The Settling Devotional Claimants ("SDC") hereby submit the following discovery requests with respect to the initial written direct testimony submitted by Multigroup Claimants in the 2014-17 cable and satellite royalty distribution proceedings, as referenced above. In accordance with the parties' agreement regarding the discovery schedule, we expect to receive written responses to these requests by July 30, 2026, along with all responsive, non-privileged documents. The SDC reserve the right to supplement these requests based on review of any forthcoming document production, privilege log or responses, and information revealed during the meet and confer process.

Instructions

A. If you object to any request, state each basis for your objection in sufficient detail so as to permit adjudication of the validity of the objection, and produce any documents responsive to the portions of the request that are not objectionable. If any documents are withheld on the basis of a claim of privilege or work product protection, state facts sufficient to allow adjudication of the assertion of the claim. *See* Order Granting SDC's Motion to Compel, Consol. Dkt. 14-CRB-0011-SD (2010-13) (July 18, 2019), at 7 (requiring production of "a privilege log regarding withheld documents, which sets forth: (1) the type of document; (2) the name of the author(s)

or other originator information; (3) the names of recipients; (4) the dates created and sent; (5) the title or description; (6) the subject matter; and (7) the privilege or rule being claimed (*e.g.* attorney work-product, attorney-client communication)").

B. Specifically state whether documents are withheld on the basis of any objection or claim of privilege. "If no responsive documents exist with respect to a particular discovery request … affirmatively represent that fact as a response to the request." Order Granting SDC's Motion to Compel, Consol. Dkt. 14-CRB-0011-SD (2010-13) (July 18, 2019), at 7-8.

C. Selection of documents from files and other sources, as well as the numbering or identification of such documents for purposes of this production, shall be performed in such a manner as to ensure that the source of each document may be determined, if necessary. In particular, in the event that documents are used in sequence with other documents to produce a result, the documents should be produced in such order, or the order of sequence used stated so as to permit replication of the results. Further, if any documents that you produce are contained in file folders with tabs or labels identifying such documents, you are requested to produce such folders, tabs and/or labels intact with such documents. Documents otherwise attached to each other should not be separated for purposes of this production. Any electronic record or computerized piece of information should be produced in an intelligible format or should include a description of the system and/or program from which each was derived sufficient to permit rendering the material intelligible.

Definitions

- The term "underlying" has the same meaning as in 37 C.F.R. § 351.6, and includes, without limitation, all documents upon which the witness relied in making his or her statement and all documents that verify numbers, figures, or calculations.

- "Regarding," "relating to," "addressing," or "showing" when used herein means, in whole or in part, constituting, relating to, undermining, embodying, containing, evidencing, reflecting, reciting, identifying, stating, recording, supporting, refuting, referring to, or in any way being relevant, directly or indirectly, to the subject.

- "Supporting" or "support" means, in whole or in part, relating to the basis for a statement or assertion, and includes documents that might tend to refute the statement or assertion.

- The term "document" means and includes all materials comprehended within the description of the term "document" contained in Rule 34 of the Federal Rules of Civil Procedure and means the original and all drafts of a writing, as that term is defined by Rule 1001 of the Federal Rules of Evidence, including, without limitation, all written, recorded, graphic or photographic matter, however produced or reproduced, of every kind and description in your actual or constructive possession, custody, care or control pertaining in any manner to the subject matter indicated and includes, without limiting the generality of the foregoing, originals (or copies where originals are not available) and drafts, all papers, work papers, letters, notes, memoranda, correspondence, telegrams, cables, photographs, microfilm, prints, recordings, transcriptions, blueprints, drawings, paper, books, accounts, objects, notes or sound recordings of any type of personal or telephone conversations or meetings or conferences, minutes of directors or committee meetings, other minutes, interoffice communications or correspondence, reports, studies, written forecasts, projects, analyses, contracts, licenses, invoices, charge slips, expense account reports, hotel charges, receipts, agreements, ledgers, journals, books of account, vouchers, bank checks, freight bills, working papers, drafts, statistical records, cost sheets, abstracts of bids, stenographers' notebooks, calendars, appointment books, telephone slips, diaries, time sheets or logs, job or transaction files, computer printouts or papers similar to any of the foregoing however denominated. A draft or non-identical copy is a separate document within the meaning of this term. The term "document" also refers to electronic records in the form of electronic mail, computer files and the like without regard to whether the electronic record exists in printed form.

Requests

Headings and titles are included for convenience and reference purposes only.

Alternatives Generally

1. All Alternative Methodologies. All documents underlying, relating to, undermining, or supporting any methodology, test, analysis, study, or alternative model or specification ("Methodologies") that were considered by any witness or any person assisting a witness, including but not limited to Raul Galaz, or provided to any witness by a third party, including but not limited to Raul Galaz, in connection with preparing testimony in this proceeding. If the results were ever set forth in any narratives, summaries, tables, menus, or other format for review, those documents also must be produced. If analysts made notes or highlighting on the results those must be included.

2. Alternative Share Calculations. For any Methodologies in which implied shares were calculated, the codes and other documents showing how the implied shares were calculated.

3. Sequence of Methodologies. For all documents produced underlying, relating to, undermining, or supporting any Methodologies, metadata or other information sufficient to show when the tests were run, including, if available, code files or output files, or otherwise in any other locations where such information would be available (i.e., through dated production foldering or sequential numbering).

4. Replications. All documents underlying, relating to, undermining, or supporting any attempts by any witness or any person assisting a witness to replicate or reproduce Methodologies presented in prior proceedings for use in any year or years of this proceeding, regardless of whether the results were disclosed in written testimony in this proceeding.

5. Rejected Methodologies. All documents underlying, relating to, undermining, or supporting any determination by any witness or any person assisting a witness that any Methodologies would not be informative as to relative value in this proceeding, including any estimate or attempted estimate of relative value that any witness or any person assisting a witness determined not to present in written testimony (whether on the basis of reliability, precision, utility, or other reason).

6. Iterative Methodologies. All documents underlying, relating to, undermining, or supporting any iterative process, testing, or assessment of any Methodologies tried or considered in the course of preparing or considering written testimony in this proceeding.

7. Communicated Results. All communications in which any witness or any person assisting a witness was informed of the results of any Methodologies relating to any year or years at issue in this proceeding.

8. Available Methodologies. All documents underlying, relating to, undermining, or supporting any alternative Methodologies that were available for review by any witness providing testimony in this proceeding, regardless of whether such alternative course of action was described in the witness' written testimony.

9. Methodological Directions. All communications in which any witness or any person assisting a witness was directed to use or not to use any Methodologies, including regression models, coefficients, controls or other features of any Methodologies.

10. Provided Data/Facts/Assumptions. All underlying documents and communications that identify "facts or data that the party's attorney provided and that the expert considered in forming the opinions to be expressed" or that identify "assumptions that the party's attorney provided and that the expert relied on in forming the opinions to be expressed." *See* Order Compelling CTV to Produce Privilege Log and to Produce Withheld Documents for an In Camera Inspection, Dkt. 14-CRB-0011-SD (2010-13) (Sept. 12, 2019), at 2. This request includes information given to a witness or any person assisting a witness regarding the results of any Methodologies not disclosed in written testimony, such as the results of an alternative Methodology that was performed but not presented.

11. Documents Provided by Raul Galaz. All documents prepared by or provided by Raul Galaz in connection with the witnesses' written testimony.

Data Testing

12. Data Tests. All documents underlying, relating to, undermining, or supporting any tests performed on datasets, variables, or results during the development, evaluation, selection, and consideration of any Methodologies considered by any witness or any person assisting a witness.

13. Alternative Data Options. All documents underlying, relating to, undermining, or supporting any alternative course of action considered by any witness or any person assisting a witness in the course of preparing or considering the data used in any Methodologies addressed in written testimony, including any alternative datasets considered or rejected and alternative algorithms or Methodologies considered or rejected for combining datasets.

14. Weighting Alternatives. All documents underlying, relating to, undermining, or supporting any alternative course of action considered by any witness or any person assisting a witness in the course of preparing or considering the weighting of programming minutes or other data or results for use in any Methodologies addressed in written testimony, including any alternative weighting considered or rejected.

Additional Requests

15. All data and documents underlying, relating to, undermining, or supporting "Table 1: Estimated MGC and SDC Distant Retransmitted Devotional Programming Royalty Shares." Cross WDS ¶ 8

16. All data sources and all analysis described, as well as all documents underlying, relating to, undermining, or supporting the statement that "My analysis

utilizes three data sources: (i) television programming and broadcast schedule data obtained from SimplyTV, (ii) cable subscriber data derived from Cable Statements of Account ("SOAs") filed with the U.S. Copyright Office and subsequently summarized by the Cable Data Corporation ("CDC"), and (iii) satellite subscriber data derived from Satellite SOAs filed with the U.S. Copyright Office, and summarized by me and my associates." Cross WDS ¶ 9

17. All data sources and documents underlying, relating to, undermining, or supporting the statements that "The source of television programming information is SimplyTV, a commercial television schedule and program database. The SimplyTV data covers calendar years 2015, 2016, 2017, and contain detailed information regarding television programs, stations, and broadcast schedules." Cross WDS ¶ 10. This should include the "Schedule files," "Program files," "Station files," and any "Additional SimplyTV files" underlying Dr. Cross's analysis and/or referred to in Dr. Cross's testimony. *Id.*

18. All data sources and documents underlying, relating to, undermining, or supporting the statements that "Cable Data Corporation compiles and summarizes these filings into a standardized dataset. The CDC data provides annual measures of distant cable subscribers by television station and cable system." Cross WDS ¶ 11

19. All data, analysis and documents underlying, relating to, undermining, or supporting the statements that "I compiled and summarized the satellite SOA data, creating annual measures of subscribers receiving broadcast signals through satellite distribution platforms" and "I merged SimplyTV, CDC, and satellite datasets using station identifiers and call signs as the merging variables." Cross WDS ¶¶ 12,13

20. All "peer-reviewed discussions of economic theories of bargaining and negotiation" "relied upon" by Dr. Cross, or otherwise underlying, relating to, undermining, or supporting Dr. Cross's testimony. Cross WDS ¶ 14

21. Documents sufficient to identify all MGC copyrighted programs and SDC copyrighted programs used in Dr. Cross's analysis.

22. Mass-Colell, A., M.D. Whinston & J.R. Green (1995). *Microeconomic Theory,* Oxford University Press, pp. 679-684, cited by Dr. Cross. Cross WDS fn. 2

23. Jarosz, J.C. & Chapman, M.J. (2012). "The Hypothetical Negotiation and Reasonable Royalty Damages: The Tail Wagging the Dog." *Stanford Technology Law Review* cited by Dr. Cross. Cross WDS fn. 3

24. Putnam, J.D. & Tepperman, A.B. (2004). "Bargaining and the Construction of Economically Consistent Hypothetical License Negotiations." *The Licensing Journal*, cited by Dr. Cross. Cross WDS fn. 4

25. All data and documents underlying, relating to, undermining, or supporting the statements that "Formally, for each of the years 2015, 2016 and 2017, I weight the value of each copyrighted program by the number of times it is distantly rebroadcast to a station in a year multiplied by the average number of subscribers for that station in that year." Cross WDS ¶ 23

26. All data and documents underlying, relating to, undermining, or supporting "Table 2: Count of Unique Distant Signal Stations." Cross WDS ¶ 24

27. All data and documents underlying, relating to, undermining, or supporting "Table 3: Number of Distantly Retransmitted Titles and Broadcasts of Devotional Programs." Cross WDS ¶ 25

28. All data and documents underlying, relating to, undermining, or supporting "Table 4: Cable Programming by Average Number of Distant Subscribers." Cross WDS ¶ 27

29. All data and documents underlying, relating to, undermining, or supporting "Table 5: Satellite Programming by Average Number of Distant Subscribers." Cross WDS ¶ 28

30. All data and documents underlying, relating to, undermining, or supporting "Table 6: Cable Programming by Distant Retransmission Fee." Cross WDS ¶ 31

31. All data and documents underlying, relating to, undermining, or supporting "Table 7: Alternative Estimate of MGC and SDC Distant Retransmitted Cable Devotional Programming, Royalty Shares." Cross WDS ¶ 33

32. All documents supporting Dr. Cross's background as an expert witness in connection with the cable television industry, the satellite resale carrier industry, the broadcast television industry, the film and television program industry and religious film and television program industry.

33. All documents underlying, relating to, undermining, or supporting the testimony of Mr. Ehrenkranz on pages 2-3 ("Cable Television Refranchisin"), including refranchising contracts, refranchising hearing transcripts, exhibits, or records, or related communications available to, reviewed by, or considered by the witness.

34. All documents underlying, relating to, undermining, or supporting the statement "Thus, when an MVPD makes the decision to retransmit LPTV station signals, it does so via retransmission consent agreements as opposed to must-carry elections." Ehrenkranz WDS p. 4

35. All documents sufficient to show the standard terms and conditions of LPTV station retransmission consent agreements with MVPD, including cable systems and satellite resale carriers.

36. All documents sufficient to show the copyrighted programming of MGC and SDC carried on each of the 59 LPTV stations retransmitted by AT&T in 2015-2017. Ehrenkranz WDS p. 5

37. All documents underlying, relating to, undermining, or supporting the distant carriage of the 59 LPTV stations retransmitted by AT&T in 2015-2017. Ehrenkranz WDS p. 5

38. All documents underlying, relating to, undermining, or supporting the statement that "I examined 138 statements of account filed by various AT&T operating companies/subsidiaries with the Copyright Office (2015-2017)." Ehrenkranz WDS p. 5

39. All documents underlying, relating to, undermining, or supporting the statements that "I then reviewed 138 statements of account for the corresponding period filed by incumbent cable television systems." Ehrenkranz WDS p. 5

40. All documents underlying, relating to, undermining, or supporting the statements that "For the sake of accuracy, in addition to reviewing the incumbent cable system statements of account, where Part G (channel lineup) of such statements of account did not list the LPTV station(s) carried by AT&T, I performed a Google AI search to ascertain whether the cable system actually retransmitted the LPTV station signal but did not list the station on Part G." Ehrenkranz WDS p. 5.

41. All documents underlying, relating to, undermining, or supporting the statements that "My research indicated that for the 2015-2017 period, AT&T retransmitted 59 LPTV station signals over 24 U-verse systems including both larger and smaller television markets." Ehrenkranz WDS p. 5

42. All documents underlying, relating to, undermining, or supporting the statements that "My research indicated that for the same 24 systems (above) and for the 2015-1 statement of account filing period, that incumbent cable television systems retransmitted 52 LPTV station signals,, 2 of which were not retransmitted by U-verse

(Bakersfield, CA (1) and Baton Rouge, LA (1) systems). The other 50 were also retransmitted by AT&T in the U-verse systems." Ehrenkranz WDS p. 6

43. All documents underlying, relating to, undermining, or supporting the statement that "For the 2011-1 period, for its Chicago, IL system where AT&T retransmitted LPTV stations WMEU-LD and WWME-LD, AT&T paid a surcharge fee of $506,666 as these two LPTV station signals were carried as partially distant non-permitted signals to two subscriber groups served by this system." Ehrenkranz WDS p. 7

44. "What to Expect This Retransmission Consent Season," *Multichannel News,* July 31, 2017.

45. "Aereo: The Mouse That Roared," *Multichannel News,* August 26, 2013.

46. "Can the FCC End the Retrans Wars?" *Multichannel News,* October 10, 2011.

47. All documents underlying, relating to, undermining, or supporting the statement that "The DIRECTV Local Launch (2003): The addition of local channels did not just drive a massive 85% adoption rate for the local channel package itself; it served as the primary catalyst for explosive, organic subscriber growth across the entire DIRECTV platform." Levine WDS, p. 3.

48. All documents underlying, relating to, undermining, or supporting the statement that "All documents underlying, relating to, undermining, or supporting the statement that "The Telco Overbuilders (2005–2006): When AT&T (SBC) and Verizon entered the video marketplace, they adopted an aggressive "me-too" content strategy. Even though their initial programming costs were drastically higher as new entrants" Levine WDS, p. 3.

49. All documents underlying, relating to, undermining, or supporting the statement that "During my tenure as Head of Distribution for Media General, I negotiated agreements with satellite operators addressing what are commonly referred to as "orphan counties," geographic areas where residents live in one state but are assigned to a DMA located in another state. The resulting out-of-market carriage provisions were designed to provide access to in-state news, emergency information, political coverage, and other programming relevant to the subscriber's community, independent of traditional ratings considerations." Levine WDS, p. 5.

50. All documents underlying, relating to, undermining, or supporting the statement that "Yet, despite commanding over 50% of total market viewership,

broadcasters initially received zero monetary compensation from cable operators. When DIRECTV first introduced local-into-local spot beam delivery, it paid a nominal rate of just 5 to 15 cents per subscriber per month for the "Big 4" affiliates." Levine WDS, p. 6.

51. All documents underlying, relating to, undermining, or supporting the statement that "Over the ensuing years, retransmission fees grew from those nominal rates into billions of dollars, translating to multiple dollars per subscriber per month. Crucially, this exponential increase in affiliate fees occurred during a period of steep, well-documented declines in broadcast television ratings." Levine WDS, p. 6.

52. All documents underlying, relating to, undermining, or supporting the statement that "Historically, many regional sports networks commanded some of the highest per-subscriber license fees in the industry despite generating substantially lower aggregate ratings than major broadcast television stations. Their value was driven by exclusive programming rights rather than overall audience size." Levine WDS, p. 6.

53. All documents underlying, relating to, undermining, or supporting the statement that "During retransmission consent negotiations on behalf of Media General and TEGNA, compensation discussions frequently centered on market leverage, preservation of carriage, expansion into additional service areas, network affiliation value, orphan county treatment, and portfolio-wide economics. In my experience, these discussions were not driven by ratings performance. Rather, they reflected broader business considerations concerning distribution, competitive positioning, regulatory treatment, and the overall value of the station portfolio." Levine WDS, p. 6.

54. All documents underlying, relating to, undermining, or supporting the statement that "Historically, many regional sports networks commanded some of the highest per-subscriber license fees in the industry despite generating substantially lower aggregate ratings than major broadcast television stations. Their value was driven by exclusive programming rights rather than overall audience size." Levine WDS, p. 6.

Sincerely,

/s/ Michael Warley
Michael A. Warley

cc: Arnold Lutzker
Benjamin Sternberg
Matthew MacLean
Jessica Nyman
Caroline Block
Rachel Fitzgerald

Exhibit K

From: Brian D. Boydston, Esq.
To: Fitzgerald, Rachel
Cc: MacLean, Matthew J.; Arnie Lutzker; Ben Sternberg; Nyman, Jessica T.; Warley, Michael A.; Block, Caroline M.
Subject: Re: SDC Production re 14-17 Distribution WDS
Date: Friday, August 28, 2026 11:18:43 PM
Attachments: image.png

Well, hold on, now it seems to be working. Why the F you can't just be normal and use PDF, I really don't know, but it looks like now after fooling with it I can read this.

It tempts me to next time put our stuff into Greek.

Brian Boydston

-----Original Message-----
From: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Sent: Aug 28, 2026 8:03 PM
To: Fitzgerald Rachel <rachel.fitzgerald@pillsburylaw.com>
Cc: MacLean Matthew J. <matthew.maclean@pillsburylaw.com>, Arnie Lutzker <arnie@lutzker.com>, Ben Sternberg <ben@lutzker.com>, Nyman Jessica T. <jessica.nyman@pillsburylaw.com>, Warley Michael A. <michael.warley@pillsburylaw.com>, Block Caroline M. <caroline.block@pillsburylaw.com>
Subject: Re: SDC Production re 14-17 Distribution WDS

These documents are essentially in gibberish. I do not know what a "tif" is. Can you please re-send this stuff in normal pdf documents?

Brian Boydston

-----Original Message-----
From: Fitzgerald, Rachel <rachel.fitzgerald@pillsburylaw.com>
Sent: Aug 28, 2026 4:45 PM
To: Brian D. Boydston, Esq. <brianb@ix.netcom.com>
Cc: MacLean, Matthew J. <matthew.maclean@pillsburylaw.com>, Arnie Lutzker

<arnie@lutzker.com>, Ben Sternberg <ben@lutzker.com>, Nyman, Jessica T. <jessica.nyman@pillsburylaw.com>, Warley, Michael A. <michael.warley@pillsburylaw.com>, Block, Caroline M. <caroline.block@pillsburylaw.com>
Subject: SDC Production re 14-17 Distribution WDS

Brian,

Please see attached and below regarding the SDC's production today.

The ShareFile link to the production is: https://pillsburylaw.sharefile.com/d-s69e7440b34374309bbd53cb4d97199da. You will be separately receiving an email with the password to access the restricted documents.

The ShareFile link will expire in approximately four weeks.

Best,

Rachel

Rachel Fitzgerald | Associate
Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street NW | Washington, DC 20036-3006
t +1.202.663.8239
rachel.fitzgerald@pillsburylaw.com

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LOS ANGELES MIAMI NASHVILLE NEW YORK NORTHERN VIRGINIA
PALM BEACH RIYADH SACRAMENTO SAN DIEGO SAN FRANCISCO
SHANGHAI SILICON VALLEY TAIPEI TOKYO WASHINGTON, DC

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*Admitted in Maryland. Practicing under the supervision of D.C. Bar members.

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message, or any attachment, is strictly prohibited. If you have received this message in error, please notify the original sender or the Pillsbury Winthrop Shaw Pittman Service Desk at Tel: 800-477-0770, Option 1, immediately by telephone and delete this message, along with any attachments, from your computer. Nothing in this message may be construed as a digital or electronic signature of any employee of Pillsbury Winthrop Shaw Pittman. Thank you.

Exhibit L

Block, Caroline M.

From: Fitzgerald, Rachel <rachel.fitzgerald@pillsburylaw.com>
Sent: Friday, September 18, 2026 8:51 PM
To: Brian D. Boydston, Esq.
Cc: Arnie Lutzker; MacLean, Matthew J.; Nyman, Jessica T.; Warley, Michael A.; Block, Caroline M.; Ben Sternberg
Subject: SDC Production re 14-17 Distribution WDS
Attachments: 20260918- 14-17 D - SDC Supplemental Responses to MGC Document Requests re WDS.pdf; 14-17 D - SDC Privilege Log.xlsx

Counsel,

Please see attached from the SDC regarding your discovery requests and pursuant to our meet and confers.

Best,
Rachel

Rachel Fitzgerald | Associate
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*Admitted in Maryland. Practicing under the supervision of D.C. Bar members.

Before the
COPYRIGHT ROYALTY JUDGES
The Library of Congress

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 SATELLITE ROYALTY FUNDS**	

DECLARATION OF MATTHEW J. MACLEAN IN SUPPORT OF RESTRICTED MATERIALS

I, Matthew J. MacLean, a partner in the litigation section of the law firm Pillsbury Winthrop Shaw Pittman LLP and an attorney for the Settling Devotional Claimants ("SDC") in this proceeding, hereby state and declare as follows, based on my personal knowledge:

1. Exhibit C, attached hereto, is a true and correct copy of a document sent by Brian Boydston, attorney for MGC, to Dr. Philip Cross, a witness for MGC in this matter, dated April 21, 2026. Brian Boydston produced this document to the SDC for our review on July 30, 2026 and attested in a sworn declaration that the document is RESTRICTED. The SDC has labelled the document as RESTRICTED on that basis and has redacted the exhibit and all quotations from the document in its motion.

I hereby declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed October 8, 2026.

/s/ Matthew J. MacLean
Matthew J. MacLean

Proof of Delivery

I hereby certify that on Thursday, October 08, 2026, I provided a true and correct copy of the [PUBLIC] Settling Devotional Claimants' Motion to Compel Production of Documents 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

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

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

Broadcaster Claimants Group, represented by David J Ervin, served via E-Service at dervin@crowell.com

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

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

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

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

National Public Radio, represented by Gregory A Lewis, served via E-Service at glewis@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/ Matthew J MacLean