

**Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.**

In the Matter of)	
)	
)	
Distribution of the 1999, 2000, 2001,)	Docket No. 2012-7 CRB SD 1999-2009
2002, 2003, 2004, 2005, 2006, 2007, 2008,)	(Phase II)
and 2009 Satellite Royalty Funds)	
)	

**WRITTEN DIRECT STATEMENT
OF THE JOINT SPORTS CLAIMANTS**

Robert Alan Garrett
Stephen K. Marsh
James R. Wood
ARNOLD & PORTER LLP
555 Twelfth Street, N.W.
Washington, D.C. 20004-1206

Of Counsel:

Thomas J. Ostertag
Senior Vice President and General Counsel
OFFICE OF THE COMMISSIONER
OF BASEBALL
245 Park Avenue
New York, NY 10167

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

Ritchie T. Thomas
Iain R. McPhie
SQUIRE, SANDERS & DEMPSEY L.L.P.
1200 19th Street, N.W.
Washington, D.C. 20036

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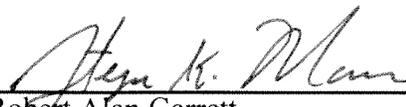
Pursuant to Section 351.4(a) of the Rules of the Copyright Royalty Judges (“Judges”), 37 C.F.R. § 351.4(a), and their Orders dated January 10, 2014 and September 23, 2013, the Office of the Commissioner of Baseball, the National Basketball Association, the National Football League, the National Hockey League, the National Collegiate Athletic Association, and the Women’s National Basketball Association (“Joint Sports Claimants” or “JSC”), on their own behalf and on behalf of their member clubs, athletic conferences, and institutions, submit the attached Written Direct Statement, including testimony from the following witnesses:

- Thomas Ostertag, Senior Vice President and General Counsel for the Office of the Commissioner of Baseball;
- James Trautman, Managing Director of Bortz Media & Sports Group, Inc.

Pursuant to 37 C.F.R. § 351.4(b)(3), JSC respectfully request that the Judges award JSC 100% of the royalties allocated to the sports programming category in Phase I of this proceeding. JSC further reserve the right, under 37 C.F.R. § 351.4(c), to amend the Written Direct Statement based on new information received during the discovery process.

Respectfully submitted,

JOINT SPORTS CLAIMANTS



Robert Alan Garrett
DC Bar No. 239681
Stephen K. Marsh
DC Bar No. 470765
James R. Wood
DC Bar No. 1007610
ARNOLD & PORTER LLP
555 Twelfth Street, NW
Washington, DC 20004-1206
Telephone: (202) 942-5000
Fax: (202) 942-5999
robert.garrett@aporter.com
stephen.marsh@aporter.com

*Counsel for the Office of the
Commissioner of Baseball*

Of Counsel:

Philip R. Hochberg
LAW OFFICES OF PHILIP
R. HOCHBERG
12505 Park Potomac Ave.
Potomac, MD 20854
Telephone: 301-230-6572
Fax: 301-230-2891

*Counsel for the National
Basketball Association,
National Football League,
National Hockey League and
Women's National Basketball
Association*

Ritchie T. Thomas
Iain R. McPhie
SQUIRE, SANDERS &
DEMPSEY L.L.P.
1200 19th Street, NW
Washington, DC 20036
Telephone: 202-626-6600
Fax: 202-626-6780

*Counsel for the National
Collegiate Athletic Association*

Thomas J. Ostertag
Senior Vice President
and General Counsel
OFFICE OF THE
COMMISSIONER
OF BASEBALL
245 Park Avenue
New York, NY 10167
Telephone: 212-931-7800
Fax: 212-949-5653
tom.ostertag@mlb.com

May 9, 2014

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2009 Satellite Royalty Funds)	
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**SUMMARY OF THE
WRITTEN DIRECT STATEMENT
OF THE JOINT SPORTS CLAIMANTS**

The Office of the Commissioner of Baseball (d/b/a Major League Baseball (“MLB”)), National Basketball Association (“NBA”), National Football League (“NFL”), National Hockey League (“NHL”), Women’s National Basketball Association (“WNBA”), and National Collegiate Athletic Association (“NCAA”) (collectively, “Joint Sports Claimants” or “JSC”), on their own behalf and on behalf of the member clubs, athletic conferences, and academic institutions identified in JSC Exhibit No. 1, submit the following summary of JSC’s written direct statement in this proceeding.

I.

Pursuant to 17 U.S.C. § 119(b)(5)(A), the representatives of the Phase I program categories entered into separate settlement agreements allocating the 1999-2003 and 2004-09 satellite royalties among each of the Phase I categories (“1999-09 Settlement Agreements”). Those agreements obviated the need for litigation involving the allocation of satellite royalties among the various Phase I claimant groups. The purpose of this Phase II proceeding is to determine whether the Independent Producers Group (“IPG”) should receive a share of the 2000-

09 satellite royalties allocated to the Phase I Sports category and, if so, what that share should be.¹

IPG is asserting a Phase II claim for 2000-09 sports royalties on behalf of Fédération Internationale de Football Association (“FIFA”) and for 2000-03 sports royalties on behalf of the United States Olympic Committee (“USOC”). See IPG Opposition to JSC Motion for Order Directing IPG to Show Cause 2 n.2 (dated Mar. 20, 2014); Joint Motion of JSC and IPG Requesting Partial Stay of Proceedings 1 (filed Dec. 11, 2013) (“Joint Stay Motion”). While IPG has not yet identified the FIFA and USOC programming for which it seeks 2000-09 sports royalties, JSC presume that IPG’s claim encompasses the same FIFA and USOC programming for which IPG claimed sports royalties in the 2000-03 Phase II cable royalty proceeding, *i.e.*, (1) Canadian Broadcasting Corporation telecasts of the World Cup; (2) Spanish-language telecasts of the Confederations Cup (COPA FIFA) over broadcast stations owned by or affiliated with the Univision Communications, Inc. broadcast networks, *i.e.*, Univision and Telefutera (now UniMás); and (3) telecasts of the U.S. Olympic Trials on U.S. broadcast stations.

During the years 2000-09, the World Cup was played only in 2002 and 2006, and the Confederations Cup was played only in 2003, 2005 and 2009. During the years 2000-03, the U.S. Olympic Trials were held only in 2000 and 2002. Consequently, JSC understand that IPG’s sports claim in this proceeding is limited to 2000, 2002, 2003, 2005, 2006, and 2009 royalties and that IPG is not contesting JSC’s claim to all of the 2001, 2004, 2007 and 2008 sports royalties.

¹ IPG conceded that it has no claim to the 1999 satellite royalties allocated to the Phase I Sports category; all of those royalties have already been distributed to JSC. See *Order Directing Final Distribution of 1999 Satellite Royalty Funds Except Devotional Share*, Docket No. 2008-5 CRB CD 1999-2000 1 (June 19, 2013); *Order Granting in Part Motion for Final Distribution of the 1998 and 1999 Cable Royalty Funds and the 1999 Satellite Royalty Funds*, Docket Nos. 2008-1 CRB CD 98-99 (Phase II) 2 (Jan. 31, 2013).

II.

In the 2000-03 Phase II cable royalty distribution proceeding, the Copyright Royalty Judges (“Judges”) properly “rejected IPG’s claim to any of the Phase II Sports category royalties.” *Distribution of the 2000, 2001, 2002 and 2003 Cable Royalty Funds*, 78 Fed. Reg. 64,984, 64,984 n.3 (Oct. 30, 2013). FIFA unequivocally advised the Judges that IPG has no authority to represent FIFA in copyright royalty proceedings. For that reason and others, the Judges ruled that IPG could not pursue a claim for 2000-03 cable royalties on FIFA’s behalf. *See Memorandum Opinion and Order Following Preliminary Hearing on Validity of Claims*, Docket No. 2008–2 CRB CD 2000–2003 (Phase II) 10-12 (Mar. 21, 2013).²

The Judges also ruled in the 2000-03 Phase II cable proceeding that IPG’s claims on behalf of the USOC (for telecasts of the U.S. Olympic Trials) and the United Negro College Fund (for telecasts of a celebrity golf and tennis event) should have been made against the Phase I Program Suppliers category and not the Phase I Sports category. *See Order on Motion by JSC for Section 801(c) Ruling or, In the Alternative, a Paper Proceeding in the Phase I Sports Category*, Docket No. 2008–2 CRB CD 2000–2003 (Phase II) 2-3 (May 17, 2013) (“*Categorization Order*”).³

² IPG subsequently filed a breach of contract lawsuit against FIFA and FIFA filed a motion to dismiss on the ground that, *inter alia*, IPG has no contract with FIFA authorizing IPG to pursue copyright royalties on FIFA’s behalf. *See* JSC Exhibit Nos. 2-4.

³The Judges subsequently ruled in the 2000-03 Phase II proceeding that MPAA, not IPG, had authority to represent the USOC for claims relating to 2002 and that no party, including IPG, had authority to represent IPG for any other years at issue in that proceeding. *See Final Determination of Distributions Phase II*, Docket No. 2008-2 CRB CD 2000-2003 (Phase II) 15-17 (Aug. 13, 2013). Even if IPG has authority to represent the USOC here, in accordance with the Judges’ *Categorization Order*, IPG’s claim for USOC telecasts may be asserted against the Phase I Program Suppliers category only, not the Phase I Sports category. The Phase I representative of Program Suppliers, which negotiated the 1999-03 and 2004-09 Settlement Agreements, agrees that such telecasts, if otherwise eligible for compensation, must be asserted in the Program Suppliers category. *See* JSC Exhibit No. 5 (Acknowledgment of Phase I Program Category Definitions).

JSC and IPG initially requested the Judges to stay the Phase II proceedings involving IPG's claims to 2000-09 sports royalties, pending resolution of IPG's appeal of the Judges' rulings in the 2000-03 proceeding. *See* Joint Stay Motion at 1. IPG (and JSC) acknowledged in the Joint Stay Motion that if the court of appeals affirms the Judges' ruling in the 2000-03 Phase II proceeding concerning IPG's sports claims, "IPG will have no remaining claims in the Sports category for the years covered by this proceeding." *Id.* at 2. The Judges denied the Joint Stay Motion. *See Order Denying Joint Motion for Partial Stay of Proceedings* (Feb. 4, 2014).

JSC then requested the Judges to order IPG to show cause why IPG should be allowed to pursue any claims for FIFA and USOC programming in light of the Judges' prior determination that IPG does not represent FIFA, *see* Motion for an Order Directing IPG to Show Cause 2, 4 (filed Mar. 13, 2014) ("Show Cause Motion"), and that the USOC telecasts of the U.S. Olympic Trials do not fall in the Sports category, *id.*; *see also Categorization Order* at 3. The Judges have not yet ruled on the Show Cause Motion. Therefore, while JSC continue to maintain that, as a matter of law, IPG may not pursue any claims on behalf of FIFA or USOC for 2000-09 sports royalties, JSC are filing their written direct statement as required by Section 351.4(c) of the Judges' rules, 37 C.F.R. § 351.4(c), and the Judges' January 10, 2014 and September 23, 2013 orders in this proceeding.

III.

JSC's direct statement includes testimony from the following witnesses:

- Thomas Ostertag, General Counsel and Senior Vice President for the Office of the Commissioner of Baseball; and
- James Trautman, Managing Director of Bortz Media & Sports Group, Inc.

Mr. Ostertag's testimony establishes that JSC, unlike IPG, are entitled to receive satellite sports royalties. As Mr. Ostertag explains, each JSC member owns copyrights in certain telecasts of games involving its member clubs or institutions. Each JSC member also has been authorized by its member clubs or institutions to pursue satellite (and cable) royalties attributable to telecasts in which they own the copyrights. Also unlike IPG, JSC have received all prior Phase I distributions relating to the 1989-1999 satellite funds (and partial distributions of 2000-11 satellite funds). JSC also has routinely established the value of their compensable programming in the distant signal marketplace. IPG has never established the value of the FIFA and USOC programming it claims to represent and it has never before received any royalties allocated to the Phase I Sports category.

Satellite royalties are awarded to copyright owners of broadcast programming that satellite carriers retransmit on a "distant signal" basis. Mr. Trautman's testimony demonstrates that JSC programming had substantial value in the distant signal marketplace during the 2000-09 period. JSC's 2000-09 programming included, *inter alia*, several telecasts of the MLB Chicago Cubs and Chicago White Sox and NBA Chicago Bulls. As Mr. Trautman explains, those JSC telecasts were a key component of the 2000-09 programming lineup on WGN, which was the dominant broadcast station in the distant signal universe. WGN alone accounted for over 60% of the Section 119 royalties that satellite carriers paid for commercial stations in the 2000-09 period. In addition, JSC programming was a significant part of the network programming offered by the four major broadcast networks, ABC, CBS, NBC, and FOX. That programming, which is compensable under Section 119, included programs such as:

- NFL. Regular and postseason games on ABC, CBS, NBC, and FOX, including each Super Bowl played during the 2000-09 period.
- MLB. Regular and postseason games on FOX and NBC, including each All-Star Game and World Series played during the 2000-09 period.
- NBA. Regular and postseason games on ABC and NBC, including each edition of the NBA Finals played in 2000-09.
- NCAA. Regular and postseason college football and college basketball games on CBS, NBC, FOX, and ABC, including CBS's annual coverage of the NCAA Basketball Tournament ("March Madness").
- NHL. Regular and postseason games on ABC and NBC, including each edition of the Stanley Cup played in the 2000-09 period.

Mr. Trautman's testimony also shows that JSC programming, offered on many distant signals in addition to WGN, commands billions of dollars in rights fees each year, reflecting the enormous value that the industry places on that programming.

As Mr. Trautman explains, it is difficult to assess the relative value of the Univision Spanish-language telecasts of the 2003, 2005 and 2009 Confederations Cups in the distant signal marketplace. Clearly, however, that programming had *de minimis*, if any, relative value (compared to JSC programming) given the fact that it represented an exceedingly small portion of the broadcasts by stations that themselves received exceedingly small distant signal carriage; the fact that telecasts of the 2003, 2005 and 2009 Confederations Cup telecasts were available, in the English language, on other programming networks in 2005 and 2009 further undercuts the value of the telecasts claimed by IPG. In the 2000-03 cable proceeding, IPG itself valued the Spanish-language telecasts of the Confederations Cup at close to zero, claiming only 0.0005% of the 2003 cable royalties allocated to the Phase I Sports category. As Mr. Trautman explains, there is no reliable basis for concluding that the 2003, 2005 and 2009 telecasts of the Confederations Cup over Univision and Telefutera stations had any value in the distant signal

marketplace as compared to JSC telecasts, *i.e.*, that satellite carriers in a free marketplace absent compulsory licensing would have paid any of the 2000-09 satellite royalties allocated to the Phase I Sports category for the right to retransmit those telecasts on a distant signal basis.

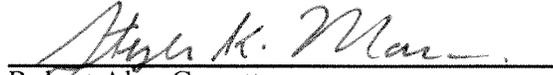
With regard to IPG's claim for telecasts of the U.S. Olympic Trials, Mr. Trautman reaches the same conclusion. Whatever following the USOC programming has in the United States, the issue here concerns the value of that programming in the distant signal marketplace, as compared to the value of JSC telecasts. As Mr. Trautman explains, none of the 2000-03 satellite royalties allocated to the Phase I Sports category are attributable to the telecasts of the U.S. Olympic Trials retransmitted on a distant signal basis. *See also Categorization Order* at 3; JSC Exhibit No. 5. Consequently, in a free marketplace absent compulsory licensing, satellite carriers would not have paid any of those royalties for their retransmission of distant signal telecasts of the U.S. Olympic Trials.

CONCLUSION

For the reasons set forth above and in their direct case, JSC do not believe that IPG should receive any share of the 2000-09 satellite royalties that have been allocated to the Phase I Sports category. JSC request that the Judges award JSC all of those royalties for allocation among the claimants they represent, as in prior cable and satellite royalty distribution proceedings.

Respectfully submitted

JOINT SPORTS CLAIMANTS



Robert Alan Garrett
DC Bar No. 239681
Stephen K. Marsh
DC Bar No. 470765
James R. Wood
DC Bar No. 1007610
ARNOLD & PORTER LLP
555 Twelfth Street, NW
Washington, DC 20004-1206
Telephone: (202) 942-5000
Fax: (202) 942-5999
robert.garrett@aporter.com
stephen.marsh@aporter.com

*Counsel for the Office of the
Commissioner of Baseball*

Of Counsel:

Philip R. Hochberg
LAW OFFICES OF
PHILIP R. HOCHBERG
12505 Park Potomac Ave.
6th Floor
Potomac, MD 20854
Telephone: 301-230-5200
Fax: 301-230-2891

*Counsel for the National
Basketball Association,
National Football League,
National Hockey League and
Women's National Basketball
Association*

Ritchie T. Thomas
Iain R. McPhie
SQUIRE, SANDERS &
DEMPSEY
1200 19th Street, NW
Suite 300
Washington, DC 20036
Telephone: 202-626-6600
Fax: 202-626-6780

*Counsel for the National
Collegiate Athletic Association*

Thomas J. Ostertag
Senior Vice President
and General Counsel
OFFICE OF THE
COMMISSIONER
OF BASEBALL
245 Park Avenue
New York, NY 10167
Telephone: 212-931-7800
Fax: 212-949-5653
tom.ostertag@mlb.com

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TESTIMONY OF THOMAS J. OSTERTAG

1. I am the Senior Vice President and General Counsel for the Office of the Commissioner of Baseball (“BOC”), which does business as Major League Baseball (“MLB” or “Baseball”). Baseball is an unincorporated association composed of thirty individual clubs that organize, and field teams that participate in, more than 2,400 professional baseball games each year, culminating in the World Series. I joined BOC in 1985 and was named General Counsel in 1990. As General Counsel, I am responsible for supervising MLB’s legal work that involves the licensing of rights to telecast MLB games and the collection of copyright royalties that cable systems and satellite carriers pay to retransmit such telecasts pursuant to the compulsory licenses in Sections 111 and 119 of the Copyright Act. I have testified before both Congress and the Copyright Office concerning the Section 111 and 119 compulsory licenses and have been responsible for Baseball’s involvement (as a member of the Joint Sports Claimants (“JSC”)) in every Section 111 and 119 royalty distribution and rate adjustment proceeding conducted during the past two decades. I received my law degree from the University of Virginia School of Law in 1981 and my undergraduate degree from Dartmouth College in 1978.

A. Baseball's 2000-09 Satellite Royalty Claims¹

2. In 2000, the National Broadcasting Company ("NBC") televised the MLB All-Star Game and several postseason games while FOX Broadcasting Company ("FOX") televised several regular and postseason games, including the 2000 World Series. During the years 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, and 2009, FOX televised several regular season MLB games, the All-Star Game and postseason MLB games (including the World Series). BOC, as the agent for the MLB clubs, licensed FOX and NBC the rights to televise these games over their networks, which were each affiliated with approximately 200 broadcast stations nationwide. BOC owns the copyright in each of the MLB game telecasts made by NBC and FOX during 2000-09 as well as in other years.

3. During the years 2000-09, individual MLB clubs licensed broadcast television stations the rights to telecast certain of their games. These stations included WGN-TV (Chicago, IL), the superstation available via satellite throughout the United States to cable and satellite subscribers. Except for the FOX and NBC telecasts where the copyrights are owned by BOC, individual MLB clubs own the copyrights in the broadcasts of their games. BOC routinely reviews the contracts by which the clubs license their telecasting rights to ensure that, among other things, the clubs retain copyright ownership of such telecasts. Baseball clubs must secure BOC's approval before entering into any telecast licensing agreement, and BOC does not approve any grant of telecasting rights by a club unless the club retains copyright ownership of its game telecasts.

¹ While this proceeding concerns the 1999-2009 satellite royalty funds, I understand that no controversy exists in the Sports category with respect to the 1999 satellite fund. Accordingly, my testimony focuses on JSC's claims relating to the 2000-09 funds.

4. The individual MLB clubs have authorized BOC to file claims for the royalties that cable systems and satellite carriers pay to retransmit the telecasts of their games pursuant to the compulsory licenses in Sections 111 and 119 of the Copyright Act. Baseball's Central Fund Agreement originally authorized BOC to file claims for such royalties and deposit the royalties collected into Baseball's Major League Central Fund. In 2000, the Central Fund Agreement was incorporated into the Major League Constitution.

5. BOC annually files claims, on behalf of itself and the MLB clubs, for Section 111 and 119 royalties. Copyright Office records reflect that Baseball timely filed the following claims for 2000-09 satellite royalties: Claim Nos. 69 (2000), 52 (2001), 71 (2002), 138 (2003), 49 (2004), 212 (2005), 197 (2006), 105 (2007), 87 (2008), and 128 (2009).

B. 2000-09 Satellite Royalty Claims of Other JSC Members

6. Baseball participated in the first Section 111 distribution proceeding—in which the former Copyright Royalty Tribunal (“CRT”) made a Phase I allocation of 1978 cable royalties—as a member of JSC. Three of the current JSC members—Baseball, the National Basketball Association (“NBA”), and the National Hockey League (“NHL”)—were members of JSC at that time. The CRT made an award of 1978 Section 111 royalties for sports programming jointly to JSC and the National Collegiate Athletic Association (“NCAA”), which had presented a separate case in the 1978 distribution proceeding. Subsequently, NCAA, the Women's National Basketball Association (“WNBA”) and the National Football League (“NFL”) became members of JSC, which has participated in every Section 111 and 119 royalty distribution and rate adjustment proceeding.

7. During my term as General Counsel of BOC, I have worked closely with other JSC members on a variety of issues, including those involving the allocation of Section 111 and

119 copyright royalties. Based upon my experience, I understand that the other JSC members (1) own copyrights in telecasts of games involving their member clubs, institutions or athletic conferences; or (2) have been authorized by member clubs, institutions and athletic conferences to claim the Section 111 and 119 royalties attributable to game telecasts in which they own the copyrights.

8. As reflected in the table below, the NBA, WNBA, NFL, NHL, and NCAA have filed joint satellite claims for each of the relevant years in this proceeding.

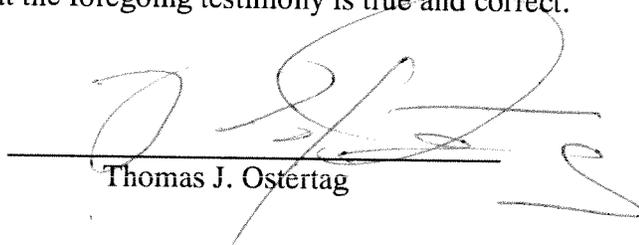
Year	NBA Claim Nos.	WNBA Claim Nos.	NFL Claim Nos.	NHL Claim Nos.	NCAA Claim Nos.
2000	95	102	96	97	178
2001	7	15	14	19	210
2002	37	46	146	38	167
2003	169	172	167	170	256
2004	138	132	136	135	222
2005	127	130	129	128	338
2006	143	144	154	153	270
2007	145	144	134	136	129
2008	25	21	236	237	147
2009	15	14	93	94	181

C. Phase II Proceedings Involving Sports Royalties

9. JSC members have received all of the 1989-99 royalties finally allocated to the Phase I Sports category as well as all of the 2000-11 satellite royalties partially distributed to the Phase I Sports category. There has never been a Phase I distribution proceeding involving the

allocation of satellite royalties, as the Phase I Parties have reached negotiated settlements allocating the 1989-2009 satellite royalties. Until this proceeding, there has never been a Phase II satellite royalty proceeding in the Phase I Sports category. JSC members have routinely agreed among themselves as to an appropriate allocation of Sports royalties. They also have negotiated Phase II agreements with the Arena Football League ("AFL") (covering AFL's claims to 2003-07 satellite royalties) and Major League Soccer ("MLS") (covering MLS's claims to 2004-07 satellite royalties). To date, the Independent Producers Group has not received any share of satellite (or cable) royalties allocated to the Phase I Sports category.

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


Thomas J. Ostertag

May 7, 2014

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**TESTIMONY
OF JAMES TRAUTMAN**

1. I am submitting this testimony on behalf of the Joint Sports Claimants (JSC), whose members are Major League Baseball (MLB), the National Basketball Association (NBA), the National Football League (NFL), the Women’s National Basketball Association (WNBA), the National Hockey League (NHL) and the National Collegiate Athletic Association (NCAA). I understand that the purpose of this Phase II proceeding is to determine whether the Independent Producers Group (IPG) should receive a share of the 2000-09 satellite royalties allocated to the Sports category in Phase I and, if so, what that share should be.

I. Qualifications

2. I am Managing Director of Bortz Media & Sports Group, Inc. (Bortz). In this capacity, I provide business planning, market research, and related analytical services to various participants in the cable television marketplace, including cable system operators, cable networks, broadcast and cable television trade associations, commercial and non-commercial broadcast networks and stations, and program owners such as sports leagues and their member clubs and other television program producers and distributors. I have provided testimony, on behalf of JSC, in several cable royalty distribution proceedings as well as the 1992-95 satellite

royalty distribution proceeding. In the last Phase I proceeding involving the distribution of the 2004-05 cable royalties, I was qualified as “an expert in market research, including survey research and valuation in the cable, broadcast and television programming industry.” My professional background and experience are described in greater detail in Attachment A.

II. Introduction and Summary

3. I understand that the only parties for whom IPG is claiming sports royalties in this proceeding are (1) the Fédération Internationale de Football Association (FIFA), which organizes certain international soccer matches, and (2) the U.S. Olympic Committee (“USOC”), which organizes the U.S. Olympic Trials. For purposes of this testimony, I assume that FIFA and USOC own the copyrights in (and are entitled to receive satellite royalties for) all telecasts of the events they organize. I further assume that IPG is authorized to claim such satellite royalties on behalf of FIFA and the USOC. I recognize that the Copyright Royalty Judges (Judges) ruled in the 2000-03 Phase II cable royalty distribution proceeding that IPG lacked authority to represent FIFA or the USOC. I also recognize that the Judges have not resolved the issues of whether FIFA and USOC own the copyright in (and royalty entitlement to) any events they organize.

4. In the last Phase II cable royalty distribution proceeding (involving 2000-03 cable royalties), the only programming for which IPG sought royalties on FIFA’s behalf consisted of (1) Canadian Broadcasting Corporation (CBC) telecasts of the 2002 World Cup and (2) Spanish-language broadcasts of the 2003 Confederations Cup on U.S. television stations owned by or affiliated with Univision Communications, Inc. (Univision). I understand that the Section 119 compulsory license does not authorize satellite carriers to retransmit Canadian (including CBC) broadcast stations. Thus, I assume that IPG will not claim any sports royalties for CBC telecasts of the World Cup in this proceeding but will claim for Univision telecasts of the Confederations

Cup in 2003, 2005 and 2009.¹ I further assume that IPG will claim for USOC telecasts of the Olympic Trials in 2000 and 2002. Finally, I assume that the Judges will seek to allocate the sports royalties so that IPG receives, for the FIFA and USOC telecasts, the same share of such royalties it would have received in a free marketplace absent compulsory licensing.

5. As discussed below, I do not believe there is a reliable basis to conclude that, in a free marketplace absent compulsory licensing, satellite carriers would have paid any portion of the sports royalties for their minimal distant retransmission of Univision Spanish-language telecasts of the 2003, 2005 or 2009 Confederations Cup. Nor do I believe that any portion of these royalties would have been paid for the retransmission of distant telecasts of the U.S. Olympic Trials. Before providing a more detailed explanation of the factors underlying these conclusions, I discuss the nature of the marketplace for which satellite royalties are paid and the value of JSC telecasts in that marketplace.

III. The Distant Signal Satellite Marketplace

6. Under Section 119 of the Copyright Act, only broadcast programming that satellite distributors retransmit on a “distant signal” basis (outside the broadcast station’s local market) is entitled to compensation. Thus, the programming at issue in these proceedings is a small subset of the programming that satellite carriers provide their subscribers. Satellite subscribers typically receive more than 130 channels of programming.² Only a few of these channels contain distant signals retransmitted under the Section 119 compulsory license. While satellite carriers retransmitted scores of signals under Section 119, only one signal—WGN

¹ Although the Confederations Cup was played in 2001, IPG asserted no claim for telecasts of the 2001 Confederations Cup in the 2000-03 proceeding.

² The Nielsen Company, *Television Audience 2008* 15 (July 17, 2009). The Nielsen average includes homes that do not have subscription TV, so the average number of signals for homes with cable would be higher.

(Chicago, IL)—generated the bulk of Section 119 royalties. As Table 1 below reflects, satellite carriers paid more than one-half of those royalties during 2000-09 to carry WGN.

Table 1. Summary of Distant Signal Satellite Royalties by Signal Type, 2000-2009

	Royalties Paid	
	Amount	Percent of Total
<u>2000</u>		
WGN	\$ 22,638,872	33.3%
Network	\$ 29,471,139	43.4%
Other	<u>\$ 15,866,563</u>	<u>23.3%</u>
Total	\$ 67,976,574	100.0%
<u>2001</u>		
WGN	\$ 27,297,784	36.9%
Network	\$ 28,724,249	38.8%
Other	<u>\$ 17,968,118</u>	<u>24.3%</u>
Total	\$ 73,990,151	100.0%
<u>2002</u>		
WGN	\$ 31,519,452	46.3%
Network	\$ 27,631,826	40.6%
Other	<u>\$ 8,968,267</u>	<u>13.2%</u>
Total	\$ 68,119,545	100.0%
<u>2003</u>		
WGN	\$ 34,987,907	51.9%
Network	\$ 24,648,369	36.5%
Other	<u>\$ 7,807,951</u>	<u>11.6%</u>
Total	\$ 67,444,227	100.0%
<u>2004</u>		
WGN	\$ 39,501,770	57.5%
Network	\$ 21,307,927	31.0%
Other	<u>\$ 7,891,606</u>	<u>11.5%</u>
Total	\$ 68,701,303	100.0%
<u>2005</u>		
WGN	\$ 47,694,987	60.9%
Network	\$ 20,780,370	26.5%
Other	<u>\$ 9,834,031</u>	<u>12.6%</u>
Total	\$ 78,309,387	100.0%
<u>2006</u>		
WGN	\$ 52,972,255	62.4%
Network	\$ 20,519,570	24.2%
Other	<u>\$ 11,417,506</u>	<u>13.4%</u>
Total	\$ 84,909,331	100.0%
<u>2007</u>		
WGN	\$ 58,220,737	65.5%
Network	\$ 17,243,155	19.4%
Other	<u>\$ 13,429,889</u>	<u>15.1%</u>
Total	\$ 88,893,781	100.0%
<u>2008</u>		
WGN	\$ 62,110,639	66.6%
Network	\$ 16,749,412	17.9%
Other	<u>\$ 14,456,711</u>	<u>15.5%</u>
Total	\$ 93,316,762	100.0%
<u>2009</u>		
WGN	\$ 62,702,485	67.9%
Network	\$ 15,628,119	16.9%
Other	<u>\$ 13,972,637</u>	<u>15.1%</u>
Total	\$ 92,303,241	100.0%

Source: Copyright Office Statements of Account for Satellite Carriers

7. WGN is available off-the-air to viewers in the Chicago market and is available via satellite to cable and satellite subscribers around the country. The programming on the satellite-distributed version of WGN is not identical to the programming on the over-the-air version of WGN. That is because WGN replaces much of the programming on its over-the-air signal with different programming for satellite distribution. As I understand it, only programming that appears simultaneously on both the over-the-air WGN signal and the satellite WGN signal is compensable for Section 119 royalties.

IV. JSC's 2000-09 Programming Claim

8. JSC's 2000-09 claim encompasses the broadcasts of games involving more than 130 clubs that are members of MLB, NFL, NBA, WNBA or NHL as well as over 250 academic institutions that are members of the NCAA. Collectively, during the period 2000-09, JSC members provided telecasts on over 1,000 broadcast television stations.

9. Throughout that period, JSC programming was a particularly significant component of the programming on WGN, the most widely carried signal under Section 119. In each of the years 2000-09, WGN televised approximately 100 Major League Baseball games involving the Chicago Cubs or Chicago White Sox, in addition to about 15 games of the NBA Chicago Bulls. Those JSC telecasts accounted for approximately 14% of the compensable WGN programming in 2005 and approximately 20% of the compensable WGN programming in 2009.

10. JSC programming also had a substantial presence on the four major broadcast networks (ABC, CBS, FOX and NBC) retransmitted under Section 119. As Table 1 above shows, stations affiliated with these networks were responsible for a significant share of satellite royalties from 2000-09 (approximately 28%). From 2000-09, these networks collectively

exhibited an extensive array of NFL, MLB, NBA, NHL and NCAA programming, including the “crown jewels” of each sport:

- National Football League. Regular and postseason games on ABC, CBS, NBC, and FOX, including each Super Bowl played during the 2000-09 period.
- Major League Baseball. Regular and postseason games on FOX and NBC, including each All-Star Game and World Series played during the 2000-09 period.
- NBA. Regular and postseason games on ABC and NBC, including each edition of the NBA Finals played in 2000-09.
- NCAA. Regular and postseason college football and college basketball games on CBS, NBC, FOX, and ABC, including CBS’s annual coverage of the NCAA Basketball Tournament (“March Madness”) and the BCS Football Championship.
- NHL. Regular and postseason games on ABC and NBC, including each edition of the Stanley Cup played in the 2000-09 period.

11. JSC programming also is highly valued. As an illustration, Table 2 below shows that the JSC programming aired by the four major broadcast networks received rights fees totaling more than \$28 billion from 2000 through 2009.

Table 2. Rights Fees for JSC Programming on Major Broadcast Networks, 2000-2009

	Rights Fees (Millions)*										Total:
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2004-2009
ABC:											
NFL	550.0	550.0	550.0	550.0	550.0	550.0	NA	NA	NA	NA	3,300.0
NBA**	NA	NA	NA	80.0	80.0	80.0	80.0	80.0	80.0	97.0	577.0
NHL**	50.0	50.0	50.0	50.0	50.0	NA	NA	NA	NA	NA	250.0
BCS/Rose Bowl	<u>68.8</u>	<u>68.8</u>	<u>68.8</u>	<u>68.8</u>	<u>68.8</u>	<u>68.8</u>	<u>68.8</u>	<u>37.5</u>	<u>37.5</u>	<u>37.5</u>	<u>594.1</u>
Subtotal	\$668.8	\$668.8	\$668.8	\$748.8	\$748.8	\$698.8	\$148.8	\$117.5	\$117.5	\$134.5	\$4,721.1
CBS:											
NFL	500.0	500.0	500.0	500.0	500.0	500.0	620.0	620.0	620.0	620.0	5,480.0
NCAA Men's Basketball***	216.0	216.0	216.0	486.0	486.0	486.0	486.0	486.0	486.0	486.0	4,050.0
SEC Football****	<u>17.0</u>	<u>40.0</u>	<u>50.0</u>	<u>387.0</u>							
Subtotal	\$733.0	\$756.0	\$756.0	\$1,026.0	\$1,026.0	\$1,026.0	\$1,146.0	\$1,146.0	\$1,146.0	\$1,156.0	\$9,917.0
FOX:											
MLB*****	\$120.0	\$416.7	\$416.7	\$416.7	\$416.7	\$416.7	\$416.7	\$257.1	\$257.1	\$257.1	\$3,391.5
NFL	550.0	550.0	550.0	550.0	550.0	550.0	720.0	720.0	720.0	720.0	6,180.0
BCS	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>80.0</u>	<u>80.0</u>	<u>80.0</u>	<u>240.0</u>
Subtotal	\$670.0	\$966.7	\$966.7	\$966.7	\$966.7	\$966.7	\$1,136.7	\$1,057.1	\$1,057.1	\$1,057.1	\$9,811.5
NBC:											
MLB	\$80.0	NA	\$80.0								
NFL	NA	NA	NA	NA	NA	NA	603.0	603.0	603.0	603.0	2,412.0
NBA	404.0	404.0	404.0	NA	1,212.0						
NHL*****	NA	NA	NA	NA	NA	NA	RS	RS	RS	RS	0.0
Notre Dame Football	<u>8.0</u>	<u>9.0</u>	<u>89.0</u>								
Subtotal	\$492.0	\$413.0	\$413.0	\$9.0	\$9.0	\$9.0	\$612.0	\$612.0	\$612.0	\$612.0	\$3,793.0
TOTAL	\$2,563.8	\$2,804.5	\$2,804.5	\$2,750.5	\$2,750.5	\$2,700.5	\$3,043.5	\$2,932.6	\$2,932.6	\$2,959.6	\$28,242.6

* The amounts paid for JSC programming do not include the costs of producing that programming, which are borne by the network.

**Represents estimated ABC share of combined ESPN/ABC contract.

***Annual contract value of original 2003-13 contract adjusted downward to reflect replacement of the contract's final three years with a new, long-term agreement.

****2001-08 contract value is a Bortz Media estimate.

*****Combined (broadcast plus cable) MLB rights fees increased in 2007, even while FOX payments declined.

*****NBC obtained NHL rights under a revenue-sharing agreement following the 2004-05 lockout.

Sources: Bortz Media & Sports Group compilation based on data reported in: "How high can rights fees go?," SportsBusiness Journal, June 6-12, 2011

(<http://www.sportsbusinessdaily.com/Journal/Issues/2011-06/06/In-Depth-Rights-Fees.aspx>); "Fox pays \$2.5 billion for rights to MLB's postseason," ESPN.com, September 25, 2000

(<http://a.espncdn.com/mlb/news/2000/0925/777438.html>); Paul Kagan Associates, Inc., *Media Sports Business*, various issues; and "Presidents Seem Ready to Punt on B.C.S. Playoff," The New York Times, April 27, 2008 (<http://www.nytimes.com/2008/04/27/sports/ncfafootball/27bcs.html>).

12. As shown below on Table 3, other JSC programming also captured substantial rights fees in the cable network marketplace, with payments from 2000-09 totaling nearly \$17 billion.

Table 3. Rights Fees for Selected JSC Programming, 2000-2009

	Rights Fees (Millions)*										Total: 2000-2009
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	
MLB on ESPN/ESPN2	\$79.8	\$79.8	\$79.8	\$175.0	\$200.0	\$200.0	\$296.0	\$296.0	\$296.0	\$296.0	\$1,998.4
MLB on TBS	NA	NA	NA	NA	NA	NA	148.6	148.6	148.6	148.6	594.4
NBA/WNBA on ESPN/ESPN2**	NA	NA	NA	320.0	320.0	320.0	320.0	320.0	320.0	388.0	2,308.0
NBA on TNT	222.5	222.5	222.5	366.7	366.7	366.7	366.7	366.7	366.7	445.0	3,312.7
NFL on ESPN	600.0	600.0	600.0	600.0	600.0	600.0	1,100.0	1,100.0	1,100.0	1,100.0	8,000.0
NHL on ESPN/ESPN2 and Versus***	<u>70.0</u>	<u>70.0</u>	<u>70.0</u>	<u>70.0</u>	<u>70.0</u>	<u>NA</u>	<u>65.0</u>	<u>70.0</u>	<u>72.5</u>	<u>75.0</u>	<u>632.5</u>
TOTAL	\$972.3	\$972.3	\$972.3	\$1,531.7	\$1,556.7	\$1,486.7	\$2,296.3	\$2,301.3	\$2,303.8	\$2,452.6	\$16,846.0

Note: Columns and/or rows may not add to total due to rounding.

*The amounts paid for JSC programming do not include the costs of producing that programming, which are borne by the networks.

** Assigns 80% of an initial six-year, \$2.4 billion deal with ABC/ESPN covering the years 2003-2008 to the ESPN networks, as well as the eight-year, \$3.88 billion extension that began in 2009.

*** Assumes no rights fees paid to NHL during 2004-05 lockout season; 2004 amount represents allocated portion of \$120 million contract with ABC/ESPN.

Sources: Bortz Media & Sports Group compilation based on data reported in: SNL Kagan, *Media Sports Business*, January 31, 1998 and December 13, 1999; "How high can rights fees go?," *SportsBusiness Journal*, June 6-12, 2011 (<http://www.sportsbusinessdaily.com/Journal/Issues/2011/06/06/In-Depth/Rights-Fees.aspx>); "NBA TV Contracts," *InsideHoops.com* (<http://www.insidehoops.com/nba-tv-contracts.shtml>); "NBA Lockout Will Cost Networks Billions," *AdWeek*, July 1, 2011 (<http://www.adweek.com/news/television/nba-lockout-will-cost-networks-billions-133145>); "Versus Extends Contract With NHL," *The New York Times*, January 23, 2008 (<http://www.nytimes.com/2008/01/23/sports/hockey/23versus.html>); and "Putting the NHL's TV Deal With Versus in Context," *deadspin.com*, April 19, 2011 (<http://deadspin.com/5793462/putting-the-nhls-tv-deal-with-versus-in-context>).

13. I recognize that these rights fees do not necessarily equate with the value of JSC programming in the distant signal satellite marketplace (particularly broadcast network rights fees, which are driven primarily by advertising value considerations). Nevertheless, they demonstrate that JSC programming had substantial marketplace value during the years at issue here, both in the broadcast and cable television industries.

V. IPG's 2003, 2005 & 2009 Claims (Confederations Cup)

14. As noted above, I have assumed that IPG will claim sports royalties for telecasts of the 2003, 2005 and 2009 Confederations Cups. The 2003, 2005 and 2009 Confederations Cups each involved a total of sixteen soccer matches organized by FIFA; teams representing eight countries played the matches in Europe (2003 & 2005) or South Africa (2009) over a two-week period in June. Univision licensed the rights to telecast the matches, in the Spanish-language only, over broadcast stations affiliated with the Univision and Telefutera (now known as UniMás) networks and the Galavision cable network, all of which are commonly owned by

Univision. None of the telecasts of the 2003, 2005 or 2009 Confederations Cup appeared on WGN.

15. IPG itself valued the Univision 2003 telecasts of the Confederations Cup at 0.0005% of the 2003 cable royalties allocated to the Phase I Sports category, based upon a distribution formula that the Judges subsequently held invalid. I agree that IPG's formula does not accurately estimate the relative market values of different distant signal programs. However, the fact that IPG's own formula produced a cable royalty share of nearly zero for the Confederations Cup telecasts underscores the exceedingly difficult nature of determining what, if any, value those telecasts might have had in the distant signal marketplace compared to JSC programming that, as discussed above, occupied a central role in that marketplace.

16. In my opinion, there is no reliable basis for concluding that satellite carriers, in a free marketplace absent compulsory licensing, would have paid any portion of the 2003, 2005 or 2009 sports royalties for their distant signal retransmission of the Spanish-language telecasts of the Confederations Cup on Univision and Telefutura broadcast stations. In reaching that conclusion, I focus on the facts that those telecasts accounted for less than two-tenths of one percent of the programming on stations that constituted an insignificant part of the distant signal satellite marketplace. As Table 4 below shows, Univision and Telefutura stations each accounted

for only a tiny fraction of the Section 119 royalty fees that satellite carriers paid in those years.

Table 4. Summary of Univision and Telefutera Distant Signal Satellite Royalties, 2003, 2005 and 2009

	Royalty Fees	
	Amount	Percent of Total*
<u>2003</u>		
Univision stations	\$ 75,041	0.11%
Telefutera stations	\$ 181,534	0.27%
Total distant signal satellite royalties	\$ 67,445,442	
<u>2005</u>		
Univision stations	\$ 267,489	0.34%
Telefutera stations	\$ 567,591	0.72%
Total distant signal satellite royalties	\$ 78,309,387	
<u>2009</u>		
Univision stations	\$ 50,350	0.05%
Telefutera stations	\$ 1,446,300	1.57%
Total distant signal satellite royalties	\$ 92,303,541	

Source: Bortz Media analysis of satellite carrier statements of account.

17. Finally, although the 2003 Confederations Cup was televised in the United States exclusively on Spanish-language Univision outlets, both the 2005 and 2009 Cup matches were also televised by English-language cable networks. In 2005, Fox Soccer Channel carried two opening round matches as well as the semi-final, third place and championship matches. In 2009, ESPN/ESPN2 televised all of the matches. In weighing the importance of the English-language coverage, I recognize that broadcasters such as Univision acquire programming largely on the basis of its advertising value – while satellite carriers make decisions about carrying distant signals (and the programming on those signals) based primarily on their perceived value in attracting and retaining subscribers. This distinction may be particularly important for programming such as the Confederations Cup. Specifically, at least two factors may limit the

distant signal value of this programming to satellite carriers, including: (1) its concurrent availability on a cable network (presumably with SAP capability enabling viewers to watch in English or Spanish on this network); and (2) the fact that it airs only once every four years and is confined to a roughly two-week period within those years. I believe that satellite carriers may be less likely to perceive subscriber attraction and retention value in such programming than they would be for programming that is exclusive to a particular network/station, recurs on an annual basis and has comparable subscriber appeal.

18. In summary, given the limited amount of Confederations Cup programming, its minimal carriage in the distant signal marketplace, and the fact that the Confederations Cup telecasts were available (at least in 2005 and 2009) on other programming networks, I believe there is no reliable basis for concluding that satellite carriers would have paid any portion of the 2003, 2005 or 2009 sports royalties for their retransmission of Univision Spanish-language telecasts of those events.

VI. IPG's Claim for USOC Programming

19. I have been involved with royalty distribution proceedings since 1985, when JSC first commissioned the market research firm with which I worked to determine the relative marketplace value of the different Phase I program categories to cable operators. During that period I have regularly advised JSC concerning the value of their claims to Section 111 and 119 royalties. In addition to testifying in various cable royalty distribution proceedings, I also provided written testimony in the 1992-95 satellite royalty distribution proceeding, which ultimately was settled. Given that experience, it has been important that I understand the definitional contours of each of the Phase I program categories.

20. My understanding is that, for purposes of Section 119, the Phase I Parties have defined the Phase I Sports category as:

Live telecasts of professional and college team sports broadcast by U.S. television stations.

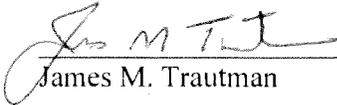
I further understand that, for purposes of Section 119, the Phase I Parties have defined the Phase I Program Suppliers category as:

Network and nonnetwork syndicated series, specials and movies, other than Devotional Claimants programs as defined below. Network and nonnetwork syndicated series and specials are defined as including (1) programs licensed to and broadcast by at least one U.S. commercial television station during the calendar year in question, (2) programs produced by or for a broadcast station that are broadcast by two or more U.S. television stations during the calendar year in question, and (3) programs produced by or for a U.S. commercial television station that are comprised predominantly of syndicated elements, such as music video shows, cartoon shows, "PM Magazine," and locally hosted movie shows.

Under the above definitions, telecasts of the U.S. Olympic Trials fall within the Phase I Program Suppliers category and not the Phase I Sports category. Accordingly, I do not believe that any of the 2000-03 royalties allocated to the Phase I Sports category are attributable to USOC telecasts, *i.e.*, in a free marketplace absent compulsory licensing, none of these royalties would have been paid for the USOC telecasts.

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

Executed on: May 8, 2014


James M. Trautman

ATTACHMENT A.
CURRICULUM VITAE OF JAMES M. TRAUTMAN

JAMES M. TRAUTMAN
Managing Director and Principal

Bortz Media & Sports Group, Inc.
4582 S. Ulster St., Suite 1340
Denver, Colorado 80237
303-893-9903 (Direct)
trautman@bortz.com

EXPERIENCE:

Managing Director and Principal, Bortz Media & Sports Group, Inc. (1988 to Present)

- ❑ Leads media/entertainment practice for analytically-based consulting firm.
- ❑ Expertise is concentrated in applied market, economic and competitive analysis – focusing on analysis and valuation of video programming and programming networks; analysis of consumer preferences and television viewing behavior; analysis of industry, company and product/service economics; evaluation of trends in media/entertainment market evolution; market forecasting/demand assessment; and survey research.
- ❑ Extensive consulting history for a wide range of major media organizations is combined with considerable experience in expert testimony and litigation support.

Additional detail on primary areas of expertise includes:

Expert Testimony/Litigation Support

Has provided comprehensive analysis and expert testimony for multiple law firm clients including Arnold & Porter; Patton Boggs LLP; Coblenz, Patch, Duffy & Bass LLP; Lowenstein Sandler LLP; Kaye Scholer LLP; Winston & Strawn; Manatt, Phelps & Phillips; Snell & Wilmer; and Davis Wright Tremaine. Support and testimony has encompassed assessment of programming and programming networks; analysis of television viewing data and viewing behavior; valuation of media assets and properties; economic and market analysis of media industries, technologies and planned business ventures; analysis of industry and firm-level business practices and strategies; and design/execution of market research. Examples include:

- ❑ *United States Copyright Office.* On an ongoing basis over the past 25 years, has developed and provided comprehensive expert analysis and testimony in numerous adversarial proceedings before the U.S. Copyright Royalty Judges (and their predecessors), primarily addressing the allocation of more than \$200 million in annual copyright royalties among the owners of selected television programming. Specific elements of the analysis and testimony have included the following:
 - ✓ Written and oral testimony addressing the relative market value to the cable and satellite television industries of various television programming types.

- ✓ Testimony identifying and evaluating comparative metrics for assessing programming value, and identifying and evaluating marketplace transactions and their economic relevance to the proceedings.
 - ✓ Design and management of annual telephone-based survey research among cable television executives, along with ongoing industry level economic and market analysis addressing the relative value of various programming types.
 - ✓ Written and oral testimony addressing the factors that influence the programming carriage decisions of cable operators and satellite distributors, including detailed evaluation of carriage patterns and market considerations affecting cable networks. Subscriber interests and viewing behavior have been specifically studied and addressed.
 - ✓ Testimony addressing the evolution of and prospects for the cable and satellite industries.
- *Mike Padberg v. DISH Network, L.L.C.* Currently retained in ongoing class action litigation addressing a subscription television programming dispute. Submitted an expert report assessing the behavior of subscription TV customers, how those customers make purchasing decisions, and the nature of consumer interests as related to certain programming networks.
 - *TiVo, Inc. vs. Motorola Mobility, Inc. et al.* Provided written expert testimony on behalf of TiVo, Inc. in patent litigation. Testimony addressed the growth of DVR technology, market factors underlying that growth, and the role that TiVo's patents played in contributing to the consumer adoption of and subscription TV market value of DVR products.
 - *Huff Fund Investment Partnership d/b/a Musashi II, Ltd. et al v. CKx, Inc.* Submitted an expert report evaluating overall broadcast television market economic and viewing trends, focusing on the current market position and long-term business prospects for the *American Idol* programming franchise.
 - *In Re Scientific-Atlanta, Inc. Securities Litigation.* In 2008 and 2009, provided comprehensive expert support, written testimony and deposition testimony on behalf of manufacturing firm Scientific-Atlanta, Inc. (a Cisco subsidiary) in connection with ongoing class action litigation. Support and testimony evaluated cable industry financial performance, growth characteristics, technology trends, marketing practices, supplier characteristics and other factors as a basis for determining whether Scientific-Atlanta's internal growth projections and public representations during the class period were reasonable.
 - *Canadian Copyright Royalty Board.* Retained from 2010 to 2012 by a major Canadian copyright collective to analyze program-specific viewing data for more than

50 broadcast television stations (23,000 programming records) and develop an expert report addressing viewing patterns.

- ❑ *Bloomberg L.P. v. Comcast Cable Communications, LLC*. In 2011, developed and submitted an expert declaration to the Federal Communications Commission addressing cable programming industry distribution and channel placement practices.
- ❑ *Northland Communications Corporation et al v. MTV Networks*. Provided expert support, written and deposition testimony addressing the licensing value of several television programming networks, as well as the influence of scale economies and other industry structural characteristics on the license fees charged to various classes of programming distributors.
- ❑ *USA v. Barford, Kalkwarf and Smith*. Provided comprehensive expert support over a three-year period on behalf of an individual defendant in connection with an action brought by the Justice Department against Charter Communications and several Charter executives. Support related to a variety of issues including subscriber growth expectations and results for Charter and the market conditions that affected those expectations.
- ❑ *Charter Communications Holding Company, LLC, and Charter Communications Operating, LLC v. DIRECTV, Inc.* Provided expert analysis, a written expert report and deposition testimony on behalf of DirecTV in connection with a false advertising claim brought against the company. This analysis evaluated the current operating performance and future operating prospects of one of the company's competitors by comparing the performance of the competitor to key industry benchmarks and the performance of its peers.
- ❑ *Schonfeld v. Hilliard, et al.* Provided expert support, written and deposition testimony addressing the market/economic prospects for and potential value of a television programming network. Analysis detailed the operating economics of a start-up/early stage news network, as well as the market factors influencing the distribution potential, licensing value and cost structure of the network.
- ❑ *Alabama TV Cable, Inc. v. Locust Mountain Partners, II, LP, et al.* Provided written testimony addressing the fair market value of selected cable television systems, and rebuttal testimony discussing the economic and market factors that influence market value.
- ❑ *Gramercy Park Investments, et al v. Jones Intercable, Inc., et al.* Provided written testimony addressing the fair market value of several cable television systems.
- ❑ *Charter Communications, Inc. v. James H. ("Trey") Smith, III*. Developed written testimony addressing cable television industry business and marketing practices.

- On multiple occasions, provided expert support in similar litigation in which settlements were reached prior to submission and/or preparation of testimony.

Industry and Firm-Level Economic, Market and Competitive Analysis

Retained by dozens of major clients including A&E Television Networks, Blackstone Group, CBS, Comcast, Corporation for Public Broadcasting, Cox Communications, Discovery Communications, Disney/ABC, ESPN Networks, Gannett, Landmark Communications, MTV Networks, Ziff-Davis, Times Mirror, Time Warner, Tribune, The Washington Post Company, Major League Baseball, the National Basketball Association, the National Cable & Telecommunications Association, the Big 12 Conference, Crown Media, Scripps Networks, National Public Radio, Public Broadcasting Service (PBS) and the United States Olympic Committee (USOC). Example of projects and consulting services include:

- Provided business development support to and/or evaluated market/economic prospects and revenue models for more than 50 proposed subscription TV programming ventures and existing basic and premium television networks. Assignments have addressed both national networks and regional sports and news networks. Clients/properties have ranged from planning stage concepts (e.g., Outdoor Life – now NBC Sports Network, U.S. Olympic Network) to services in the early stages of development (e.g., ZDTV – now G4, Classic Sports Network – now ESPN Classic) to widely penetrated networks such as ESPN and Discovery. Assignments have encompassed initial business model development, projections of viewing levels and advertising potential, marketing/sales planning, affiliate contract negotiations, programming strategy and programming acquisition, and service implementation.
- The economics and marketing of programming tiers, competitive services and new television products has been an ongoing focus. Examples of tiering and new product-related assignments include:
 - ✓ For multiple clients, assessment of Internet-based video content distribution prospects, considering both economic opportunities and potential risks to existing distributors. Analyses have specifically addressed Internet-based delivery of movies and other television programming and its implications for cable networks and video-on-demand services.
 - ✓ Designed and managed consumer research and provided recommendations to Comcast regarding the composition, packaging and pricing of the company's initial digital service tiers in preparation for the deployment of digital settop boxes.
 - ✓ For a major content owner, evaluates media market trends and implications on an ongoing basis. The implications of Internet video distribution, tiering, channel placement and ownership of the organization's network distribution outlets has been a specific focus. Mobile distribution opportunities and

economics, on-demand economics and interactive advertising prospects have also been assessed.

- ✓ Assessment of the relative merits of cable HFC distribution infrastructure and telephone company fiber optic network architecture from a consumer perspective, emphasizing the relative advantages and disadvantages of each technical approach in terms of services and features provided to subscribers. Based on this assessment, developed detailed recommendations regarding client positioning and communications strategies in response to telephone company marketing initiatives.
 - ✓ For Cox, provided a comprehensive assessment of current and likely future satellite competitor technology and marketing/promotional initiatives as a basis for devising Cox product, packaging and marketing strategies.
 - ✓ Also for Cox, analyzed HDTV opportunities and timing considerations with respect to initial deployment of HDTV services.
 - ✓ Assessment of home video rental market trends and prospects in the context of the evolution of cable-based video-on-demand services.
 - ✓ Assessment of the premium television market, including prospects for major premium TV providers and the impact of movie distribution alternatives (including video-on-demand, Netflix and Internet-based services) on premium television content strategies.
- Created and directed Bortz Media's subscription television industry competitive assessment practice for more than 15 years. Services provided to major cable companies included ongoing analysis of wireline, satellite and other competitors, addressing strategies, economics, technical capabilities/constraints and the overall threat profile presented by market-level cable competitors. In connection with these engagements, developed market level strategic and tactical plans for cable operators to address competition. These analytical and planning efforts emphasized competitor economics and consumer marketing strategies, as well as the development/deployment of new consumer products and technologies including digital settop boxes, DVRs, video-on-demand, HDTV, interactive television, high-speed Internet and telephone service.
 - Co-author of Digital Broadcasting: Where Do We Go From Here? This report, released in 2010, evaluated future business prospects and market opportunities for the broadcast television industry – focusing on multicasting, mobile video and other services enabled by digital transmission technology.
 - On behalf of the National Cable & Telecommunications Association (NCTA), authored A Study of the Cable Industry's Impact on the U.S. Economy. This comprehensive economic impact analysis, released in 2013, analyzed cable industry

subscriber growth patterns and operating characteristics and utilized input-output modeling techniques to evaluate cable industry financial flows. These flows were then used to quantify the industry's direct and indirect contributions to U.S. employment, personal income and gross economic output at the national level as well as by individual Congressional District. Earlier versions of this analysis were prepared in 2011, 2008, 2003, 1998, 1990 and 1986.

- ❑ Analyzed the fair market value of television, radio and Internet rights for numerous major programming rights holders, encompassing content with rights values totally more than \$20 billion. Analyses have addressed both entertainment and sports content and consider the audience potential, advertising prospects and other economic drivers of the content, as well as cost factors. Analyses have also addressed the value of programming and footage libraries, syndication opportunities, and “ancillary” value components including sponsorship exposure value, live tours, DVD sales, etc.
- ❑ Analyzed financial prospects and estimated the fair market value of numerous commercial television station properties, including both network affiliates and independents in markets ranging from the largest to the smallest. Analyses evaluate market trends and likely future market capture in terms of both advertising revenue and audience, resulting in the development of pro forma financial projections.
- ❑ Analyzed financial prospects and estimated the fair market value of over 100 cable television properties both domestically and internationally. Assessments of current and future cable television economics have also been developed on a recurring basis for a major financial institution, as well as an international consulting organization.
- ❑ For a major broadcast network, assessed digital television opportunities, considered technological and market factors in defining a digital television strategic focus, and developed recommendations relating to cable distribution of digital signals and high definition programming.
- ❑ Provided comprehensive digital transition business planning assistance to the Corporation for Public Broadcasting, the Association of Public Television Stations, the Ford Foundation, the James Irvine Foundation and selected individual public broadcasters. These assignments assessed new service opportunities and involved working with individual public television (PTV) stations to develop digital service/financial models. Elements of the projects included assessment of the overall media environment and its implications for PTV (focusing on the impact of emerging technologies), exploration of digital capacity utilization issues and alternatives (including data-driven, interactive and commerce-based applications), and evaluation of partnership opportunities with both for profit and non-profit entities.
- ❑ Assisted various other public broadcasting organizations in numerous engagements over the past 20 years. In addition to the assignments noted above, these have included development of comprehensive market analyses, development of service and operating structure recommendations for stations, evaluation of advertising potential,

assessment of merchandising and licensing practices, support in negotiations for programming distribution, and assessment of Internet business opportunities.

- ❑ Completed a comprehensive, multi-phase assessment of digital radio opportunities, addressing the market potential for both terrestrial and satellite-delivered digital radio.
- ❑ Provided strategic planning assistance to Landmark Communications on multiple occasions, supporting the company's efforts to enhance its television station operations.
- ❑ In the mid-1980s, developed and conducted an annual Cable Operating Performance Benchmarks study for participating cable companies on behalf of the National Cable & Telecommunications Association. This study focused on the interrelationships between operating characteristics and financial performance at the cable system level, utilizing detailed operating, financial and market information from more than 150 separate cable systems. Separate industry level analyses have addressed the industry's economics and financial characteristics on numerous subsequent occasions.
- ❑ Designed, managed and executed a wide range of quantitative and qualitative research studies, including statistically representative national (as well as local and regional) telephone surveys, Internet-based surveys, focus groups, one-on-one interviews and new product trials.

Senior Associate, BBC, Inc. (1983 to 1988)

Responsible for execution of multi-faceted research and analytical assignments addressing industries including media, entertainment and telecommunications, real estate, banking and public facilities/recreation.

EDUCATION:

M.B.A., Finance (1990), University of Colorado

B.S., Economics (1982), Claremont McKenna College, Claremont, California

OTHER:

Author of A Study of the Cable Industry's Impact on the U.S. Economy; and Public Television's Transition to a Digital Future. Co-Author of Digital Broadcasting: Where Do We Go From Here?; Public Television in the Information Age; Great Expectations: A Television Manager's Guide to the Future; and Sports on Television: A Whole New Ballgame.

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
<i>Office of the Commissioner of Baseball</i>	1999	128	J	2
Anaheim Angels	1999	128	W	2
Arizona Diamondbacks	1999	128	W	2
Atlanta Braves	1999	128	W	2
Baltimore Orioles	1999	128	W	2
Boston Red Sox	1999	128	W	2
Chicago Cubs	1999	128	W	2
Chicago White Sox	1999	128	W	2
Cincinnati Reds	1999	128	W	2
Cleveland Indians	1999	128	W	2
Colorado Rockies	1999	128	W	2
Detroit Tigers	1999	128	W	2
Florida Marlins	1999	128	W	2
Houston Astros	1999	128	W	2
Kansas City Royals	1999	128	W	2
Los Angeles Dodgers	1999	128	W	2
Milwaukee Brewers	1999	128	W	2
Minnesota Twins	1999	128	W	2
Montreal Expos	1999	128	W	2
New York Mets	1999	128	W	2
New York Yankees	1999	128	W	2
Oakland Athletics	1999	128	W	2
Philadelphia Phillies	1999	128	W	2
Pittsburgh Pirates	1999	128	W	2
San Diego Padres	1999	128	W	2
San Francisco Giants	1999	128	W	2
Seattle Mariners	1999	128	W	2
St. Louis Cardinals	1999	128	W	2
Tampa Bay Rays	1999	128	W	2
Texas Rangers	1999	128	W	2
Toronto Blue Jays	1999	128	W	2
<i>Office of the Commissioner of Baseball</i>	2000	69	J	2
Anaheim Angels	2000	69	W	2
Arizona Diamondbacks	2000	69	W	2
Atlanta Braves	2000	69	W	2
Baltimore Orioles	2000	69	W	2
Boston Red Sox	2000	69	W	2
Chicago Cubs	2000	69	W	2
Chicago White Sox	2000	69	W	2
Cincinnati Reds	2000	69	W	2
Cleveland Indians	2000	69	W	2
Colorado Rockies	2000	69	W	2
Detroit Tigers	2000	69	W	2
Florida Marlins	2000	69	W	2
Houston Astros	2000	69	W	2
Kansas City Royals	2000	69	W	2
Los Angeles Dodgers	2000	69	W	2
Milwaukee Brewers	2000	69	W	2
Minnesota Twins	2000	69	W	2
Montreal Expos	2000	69	W	2
New York Mets	2000	69	W	2
New York Yankees	2000	69	W	2
Oakland Athletics	2000	69	W	2
Philadelphia Phillies	2000	69	W	2
Pittsburgh Pirates	2000	69	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
San Diego Padres	2000	69	W	2
San Francisco Giants	2000	69	W	2
Seattle Mariners	2000	69	W	2
St. Louis Cardinals	2000	69	W	2
Tampa Bay Rays	2000	69	W	2
Texas Rangers	2000	69	W	2
Toronto Blue Jays	2000	69	W	2
<i>Office of the Commissioner of Baseball</i>				
	2001	52	J	2
Anaheim Angels	2001	52	W	2
Arizona Diamondbacks	2001	52	W	2
Atlanta Braves	2001	52	W	2
Baltimore Orioles	2001	52	W	2
Boston Red Sox	2001	52	W	2
Chicago Cubs	2001	52	W	2
Chicago White Sox	2001	52	W	2
Cincinnati Reds	2001	52	W	2
Cleveland Indians	2001	52	W	2
Colorado Rockies	2001	52	W	2
Detroit Tigers	2001	52	W	2
Florida Marlins	2001	52	W	2
Houston Astros	2001	52	W	2
Kansas City Royals	2001	52	W	2
Los Angeles Dodgers	2001	52	W	2
Milwaukee Brewers	2001	52	W	2
Minnesota Twins	2001	52	W	2
Montreal Expos	2001	52	W	2
New York Mets	2001	52	W	2
New York Yankees	2001	52	W	2
Oakland Athletics	2001	52	W	2
Philadelphia Phillies	2001	52	W	2
Pittsburgh Pirates	2001	52	W	2
San Diego Padres	2001	52	W	2
San Francisco Giants	2001	52	W	2
Seattle Mariners	2001	52	W	2
St. Louis Cardinals	2001	52	W	2
Tampa Bay Rays	2001	52	W	2
Texas Rangers	2001	52	W	2
Toronto Blue Jays	2001	52	W	2
<i>Office of the Commissioner of Baseball</i>				
	2002	71	J	2
Anaheim Angels	2002	71	W	2
Arizona Diamondbacks	2002	71	W	2
Atlanta Braves	2002	71	W	2
Baltimore Orioles	2002	71	W	2
Boston Red Sox	2002	71	W	2
Chicago Cubs	2002	71	W	2
Chicago White Sox	2002	71	W	2
Cincinnati Reds	2002	71	W	2
Cleveland Indians	2002	71	W	2
Colorado Rockies	2002	71	W	2
Detroit Tigers	2002	71	W	2
Florida Marlins	2002	71	W	2
Houston Astros	2002	71	W	2
Kansas City Royals	2002	71	W	2
Los Angeles Dodgers	2002	71	W	2
Milwaukee Brewers	2002	71	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Minnesota Twins	2002	71	W	2
Montreal Expos	2002	71	W	2
New York Mets	2002	71	W	2
New York Yankees	2002	71	W	2
Oakland Athletics	2002	71	W	2
Philadelphia Phillies	2002	71	W	2
Pittsburgh Pirates	2002	71	W	2
San Diego Padres	2002	71	W	2
San Francisco Giants	2002	71	W	2
Seattle Mariners	2002	71	W	2
St. Louis Cardinals	2002	71	W	2
Tampa Bay Rays	2002	71	W	2
Texas Rangers	2002	71	W	2
Toronto Blue Jays	2002	71	W	2
<i>Office of the Commissioner of Baseball</i>	<i>2003</i>	<i>138</i>	<i>J</i>	<i>2</i>
Anaheim Angels	2003	138	W	2
Arizona Diamondbacks	2003	138	W	2
Atlanta Braves	2003	138	W	2
Baltimore Orioles	2003	138	W	2
Boston Red Sox	2003	138	W	2
Chicago Cubs	2003	138	W	2
Chicago White Sox	2003	138	W	2
Cincinnati Reds	2003	138	W	2
Cleveland Indians	2003	138	W	2
Colorado Rockies	2003	138	W	2
Detroit Tigers	2003	138	W	2
Florida Marlins	2003	138	W	2
Houston Astros	2003	138	W	2
Kansas City Royals	2003	138	W	2
Los Angeles Dodgers	2003	138	W	2
Milwaukee Brewers	2003	138	W	2
Minnesota Twins	2003	138	W	2
Montreal Expos	2003	138	W	2
New York Mets	2003	138	W	2
New York Yankees	2003	138	W	2
Oakland Athletics	2003	138	W	2
Philadelphia Phillies	2003	138	W	2
Pittsburgh Pirates	2003	138	W	2
San Diego Padres	2003	138	W	2
San Francisco Giants	2003	138	W	2
Seattle Mariners	2003	138	W	2
St. Louis Cardinals	2003	138	W	2
Tampa Bay Rays	2003	138	W	2
Texas Rangers	2003	138	W	2
Toronto Blue Jays	2003	138	W	2
<i>Office of the Commissioner of Baseball</i>	<i>2004</i>	<i>49</i>	<i>J</i>	<i>2</i>
Anaheim Angels	2004	49	W	2
Arizona Diamondbacks	2004	49	W	2
Atlanta Braves	2004	49	W	2
Baltimore Orioles	2004	49	W	2
Boston Red Sox	2004	49	W	2
Chicago Cubs	2004	49	W	2
Chicago White Sox	2004	49	W	2
Cincinnati Reds	2004	49	W	2
Cleveland Indians	2004	49	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Colorado Rockies	2004	49	W	2
Detroit Tigers	2004	49	W	2
Florida Marlins	2004	49	W	2
Houston Astros	2004	49	W	2
Kansas City Royals	2004	49	W	2
Los Angeles Dodgers	2004	49	W	2
Milwaukee Brewers	2004	49	W	2
Minnesota Twins	2004	49	W	2
New York Mets	2004	49	W	2
New York Yankees	2004	49	W	2
Oakland Athletics	2004	49	W	2
Philadelphia Phillies	2004	49	W	2
Pittsburgh Pirates	2004	49	W	2
San Diego Padres	2004	49	W	2
San Francisco Giants	2004	49	W	2
Seattle Mariners	2004	49	W	2
St. Louis Cardinals	2004	49	W	2
Tampa Bay Rays	2004	49	W	2
Texas Rangers	2004	49	W	2
Toronto Blue Jays	2004	49	W	2
Washington Nationals/Montreal Expos	2004	49	W	2
<i>Office of the Commissioner of Baseball</i>				
	2005	212	J	2
Anaheim Angels	2005	212	W	2
Arizona Diamondbacks	2005	212	W	2
Atlanta Braves	2005	212	W	2
Baltimore Orioles	2005	212	W	2
Boston Red Sox	2005	212	W	2
Chicago Cubs	2005	212	W	2
Chicago White Sox	2005	212	W	2
Cincinnati Reds	2005	212	W	2
Cleveland Indians	2005	212	W	2
Colorado Rockies	2005	212	W	2
Detroit Tigers	2005	212	W	2
Florida Marlins	2005	212	W	2
Houston Astros	2005	212	W	2
Kansas City Royals	2005	212	W	2
Los Angeles Dodgers	2005	212	W	2
Milwaukee Brewers	2005	212	W	2
Minnesota Twins	2005	212	W	2
New York Mets	2005	212	W	2
New York Yankees	2005	212	W	2
Oakland Athletics	2005	212	W	2
Philadelphia Phillies	2005	212	W	2
Pittsburgh Pirates	2005	212	W	2
San Diego Padres	2005	212	W	2
San Francisco Giants	2005	212	W	2
Seattle Mariners	2005	212	W	2
St. Louis Cardinals	2005	212	W	2
Tampa Bay Rays	2005	212	W	2
Texas Rangers	2005	212	W	2
Toronto Blue Jays	2005	212	W	2
Washington Nationals	2005	212	W	2
<i>Office of the Commissioner of Baseball</i>				
	2006	197	J	2
Anaheim Angels	2006	197	W	2
Arizona Diamondbacks	2006	197	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Atlanta Braves	2006	197	W	2
Baltimore Orioles	2006	197	W	2
Boston Red Sox	2006	197	W	2
Chicago Cubs	2006	197	W	2
Chicago White Sox	2006	197	W	2
Cincinnati Reds	2006	197	W	2
Cleveland Indians	2006	197	W	2
Colorado Rockies	2006	197	W	2
Detroit Tigers	2006	197	W	2
Florida Marlins	2006	197	W	2
Houston Astros	2006	197	W	2
Kansas City Royals	2006	197	W	2
Los Angeles Dodgers	2006	197	W	2
Milwaukee Brewers	2006	197	W	2
Minnesota Twins	2006	197	W	2
New York Mets	2006	197	W	2
New York Yankees	2006	197	W	2
Oakland Athletics	2006	197	W	2
Philadelphia Phillies	2006	197	W	2
Pittsburgh Pirates	2006	197	W	2
San Diego Padres	2006	197	W	2
San Francisco Giants	2006	197	W	2
Seattle Mariners	2006	197	W	2
St. Louis Cardinals	2006	197	W	2
Tampa Bay Rays	2006	197	W	2
Texas Rangers	2006	197	W	2
Toronto Blue Jays	2006	197	W	2
Washington Nationals	2006	197	W	2
<i>Office of the Commissioner of Baseball</i>	<i>2007</i>	<i>105</i>	<i>J</i>	<i>2</i>
Anaheim Angels	2007	105	W	2
Arizona Diamondbacks	2007	105	W	2
Atlanta Braves	2007	105	W	2
Baltimore Orioles	2007	105	W	2
Boston Red Sox	2007	105	W	2
Chicago Cubs	2007	105	W	2
Chicago White Sox	2007	105	W	2
Cincinnati Reds	2007	105	W	2
Cleveland Indians	2007	105	W	2
Colorado Rockies	2007	105	W	2
Detroit Tigers	2007	105	W	2
Florida Marlins	2007	105	W	2
Houston Astros	2007	105	W	2
Kansas City Royals	2007	105	W	2
Los Angeles Dodgers	2007	105	W	2
Milwaukee Brewers	2007	105	W	2
Minnesota Twins	2007	105	W	2
New York Mets	2007	105	W	2
New York Yankees	2007	105	W	2
Oakland Athletics	2007	105	W	2
Philadelphia Phillies	2007	105	W	2
Pittsburgh Pirates	2007	105	W	2
San Diego Padres	2007	105	W	2
San Francisco Giants	2007	105	W	2
Seattle Mariners	2007	105	W	2
St. Louis Cardinals	2007	105	W	2
Tampa Bay Rays	2007	105	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Texas Rangers	2007	105	W	2
Toronto Blue Jays	2007	105	W	2
Washington Nationals	2007	105	W	2
<i>Office of the Commissioner of Baseball</i>	2008	87	J	2
Arizona Diamondbacks	2008	87	W	2
Atlanta Braves	2008	87	W	2
Baltimore Orioles	2008	87	W	2
Boston Red Sox	2008	87	W	2
Chicago Cubs	2008	87	W	2
Chicago White Sox	2008	87	W	2
Cincinnati Reds	2008	87	W	2
Cleveland Indians	2008	87	W	2
Colorado Rockies	2008	87	W	2
Detroit Tigers	2008	87	W	2
Florida Marlins	2008	87	W	2
Houston Astros	2008	87	W	2
Kansas City Royals	2008	87	W	2
Los Angeles Angels	2008	87	W	2
Los Angeles Dodgers	2008	87	W	2
Milwaukee Brewers	2008	87	W	2
Minnesota Twins	2008	87	W	2
New York Mets	2008	87	W	2
New York Yankees	2008	87	W	2
Oakland Athletics	2008	87	W	2
Philadelphia Phillies	2008	87	W	2
Pittsburgh Pirates	2008	87	W	2
San Diego Padres	2008	87	W	2
San Francisco Giants	2008	87	W	2
Seattle Mariners	2008	87	W	2
St. Louis Cardinals	2008	87	W	2
Tampa Bay Rays	2008	87	W	2
Texas Rangers	2008	87	W	2
Toronto Blue Jays	2008	87	W	2
Washington Nationals	2008	87	W	2
<i>Office of the Commissioner of Baseball</i>	2009	128	J	2
Arizona Diamondbacks	2009	128	W	2
Atlanta Braves	2009	128	W	2
Baltimore Orioles	2009	128	W	2
Boston Red Sox	2009	128	W	2
Chicago Cubs	2009	128	W	2
Chicago White Sox	2009	128	W	2
Cincinnati Reds	2009	128	W	2
Cleveland Indians	2009	128	W	2
Colorado Rockies	2009	128	W	2
Detroit Tigers	2009	128	W	2
Florida Marlins	2009	128	W	2
Houston Astros	2009	128	W	2
Kansas City Royals	2009	128	W	2
Los Angeles Angels	2009	128	W	2
Los Angeles Dodgers	2009	128	W	2
Milwaukee Brewers	2009	128	W	2
Minnesota Twins	2009	128	W	2
New York Mets	2009	128	W	2
New York Yankees	2009	128	W	2
Oakland Athletics	2009	128	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Philadelphia Phillies	2009	128	W	2
Pittsburgh Pirates	2009	128	W	2
San Diego Padres	2009	128	W	2
San Francisco Giants	2009	128	W	2
Seattle Mariners	2009	128	W	2
St. Louis Cardinals	2009	128	W	2
Tampa Bay Rays	2009	128	W	2
Texas Rangers	2009	128	W	2
Toronto Blue Jays	2009	128	W	2
Washington Nationals	2009	128	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
<i>National Basketball Association</i>	<i>1999</i>	<i>79</i>	<i>J</i>	<i>2</i>
Atlanta Hawks	1999	79	W	2
Boston Celtics	1999	79	W	2
Charlotte Hornets	1999	79	W	2
Chicago Bulls	1999	79	W	2
Cleveland Cavaliers	1999	79	W	2
Dallas Mavericks	1999	79	W	2
Denver Nuggets	1999	79	W	2
Detroit Pistons	1999	79	W	2
Golden State Warriors	1999	79	W	2
Houston Rockets	1999	79	W	2
Indiana Pacers	1999	79	W	2
Los Angeles Clippers	1999	79	W	2
Los Angeles Lakers	1999	79	W	2
Miami Heat	1999	79	W	2
Milwaukee Bucks	1999	79	W	2
Minnesota Timberwolves	1999	79	W	2
New Jersey Nets	1999	79	W	2
New York Knickerbockers	1999	79	W	2
Orlando Magic	1999	79	W	2
Philadelphia 76ers	1999	79	W	2
Phoenix Suns	1999	79	W	2
Portland Trail Blazers	1999	79	W	2
Sacramento Kings	1999	79	W	2
San Antonio Spurs	1999	79	W	2
Seattle SuperSonics	1999	79	W	2
Toronto Raptors	1999	79	W	2
Utah Jazz	1999	79	W	2
Vancouver Grizzlies	1999	79	W	2
Washington Wizards	1999	79	W	2
<i>National Basketball Association</i>	<i>2000</i>	<i>95</i>	<i>J</i>	<i>2</i>
Atlanta Hawks	2000	95	W	2
Boston Celtics	2000	95	W	2
Charlotte Hornets	2000	95	W	2
Chicago Bulls	2000	95	W	2
Cleveland Cavaliers	2000	95	W	2
Dallas Mavericks	2000	95	W	2
Denver Nuggets	2000	95	W	2
Detroit Pistons	2000	95	W	2
Golden State Warriors	2000	95	W	2
Houston Rockets	2000	95	W	2
Indiana Pacers	2000	95	W	2
Los Angeles Clippers	2000	95	W	2
Los Angeles Lakers	2000	95	W	2
Miami Heat	2000	95	W	2
Milwaukee Bucks	2000	95	W	2
Minnesota Timberwolves	2000	95	W	2
New Jersey Nets	2000	95	W	2
New York Knickerbockers	2000	95	W	2
Orlando Magic	2000	95	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Philadelphia 76ers	2000	95	W	2
Phoenix Suns	2000	95	W	2
Portland Trail Blazers	2000	95	W	2
Sacramento Kings	2000	95	W	2
San Antonio Spurs	2000	95	W	2
Seattle SuperSonics	2000	95	W	2
Toronto Raptors	2000	95	W	2
Utah Jazz	2000	95	W	2
Vancouver Grizzlies	2000	95	W	2
Washington Wizards	2000	95	W	2
<i>National Basketball Association</i>	<i>2001</i>	<i>7</i>	<i>J</i>	<i>2</i>
Atlanta Hawks	2001	7	W	2
Boston Celtics	2001	7	W	2
Charlotte Hornets	2001	7	W	2
Chicago Bulls	2001	7	W	2
Cleveland Cavaliers	2001	7	W	2
Dallas Mavericks	2001	7	W	2
Denver Nuggets	2001	7	W	2
Detroit Pistons	2001	7	W	2
Golden State Warriors	2001	7	W	2
Houston Rockets	2001	7	W	2
Indiana Pacers	2001	7	W	2
Los Angeles Clippers	2001	7	W	2
Los Angeles Lakers	2001	7	W	2
Miami Heat	2001	7	W	2
Milwaukee Bucks	2001	7	W	2
Minnesota Timberwolves	2001	7	W	2
New Jersey Nets	2001	7	W	2
New York Knickerbockers	2001	7	W	2
Orlando Magic	2001	7	W	2
Philadelphia 76ers	2001	7	W	2
Phoenix Suns	2001	7	W	2
Portland Trail Blazers	2001	7	W	2
Sacramento Kings	2001	7	W	2
San Antonio Spurs	2001	7	W	2
Seattle SuperSonics	2001	7	W	2
Toronto Raptors	2001	7	W	2
Utah Jazz	2001	7	W	2
Vancouver Grizzlies	2001	7	W	2
Washington Wizards	2001	7	W	2
<i>National Basketball Association</i>	<i>2002</i>	<i>37</i>	<i>J</i>	<i>2</i>
Atlanta Hawks	2002	37	W	2
Boston Celtics	2002	37	W	2
Chicago Bulls	2002	37	W	2
Cleveland Cavaliers	2002	37	W	2
Dallas Mavericks	2002	37	W	2
Denver Nuggets	2002	37	W	2
Detroit Pistons	2002	37	W	2
Golden State Warriors	2002	37	W	2
Houston Rockets	2002	37	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Indiana Pacers	2002	37	W	2
Los Angeles Clippers	2002	37	W	2
Los Angeles Lakers	2002	37	W	2
Memphis Grizzlies	2002	37	W	2
Miami Heat	2002	37	W	2
Milwaukee Bucks	2002	37	W	2
Minnesota Timberwolves	2002	37	W	2
New Jersey Nets	2002	37	W	2
New Orleans Hornets	2002	37	W	2
New York Knickerbockers	2002	37	W	2
Orlando Magic	2002	37	W	2
Philadelphia 76ers	2002	37	W	2
Phoenix Suns	2002	37	W	2
Portland Trail Blazers	2002	37	W	2
Sacramento Kings	2002	37	W	2
San Antonio Spurs	2002	37	W	2
Seattle SuperSonics	2002	37	W	2
Toronto Raptors	2002	37	W	2
Utah Jazz	2002	37	W	2
Washington Wizards	2002	37	W	2
<i>National Basketball Association</i>	<i>2003</i>	<i>169</i>	<i>J</i>	<i>2</i>
Atlanta Hawks	2003	169	W	2
Boston Celtics	2003	169	W	2
Chicago Bulls	2003	169	W	2
Cleveland Cavaliers	2003	169	W	2
Dallas Mavericks	2003	169	W	2
Denver Nuggets	2003	169	W	2
Detroit Pistons	2003	169	W	2
Golden State Warriors	2003	169	W	2
Houston Rockets	2003	169	W	2
Indiana Pacers	2003	169	W	2
Los Angeles Clippers	2003	169	W	2
Los Angeles Lakers	2003	169	W	2
Memphis Grizzlies	2003	169	W	2
Miami Heat	2003	169	W	2
Milwaukee Bucks	2003	169	W	2
Minnesota Timberwolves	2003	169	W	2
New Jersey Nets	2003	169	W	2
New Orleans Hornets	2003	169	W	2
New York Knickerbockers	2003	169	W	2
Orlando Magic	2003	169	W	2
Philadelphia 76ers	2003	169	W	2
Phoenix Suns	2003	169	W	2
Portland Trail Blazers	2003	169	W	2
Sacramento Kings	2003	169	W	2
San Antonio Spurs	2003	169	W	2
Seattle SuperSonics	2003	169	W	2
Toronto Raptors	2003	169	W	2
Utah Jazz	2003	169	W	2
Washington Wizards	2003	169	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
<i>National Basketball Association</i>	2004	138	J	2
Atlanta Hawks	2004	138	W	2
Boston Celtics	2004	138	W	2
Charlotte Bobcats	2004	138	W	2
Chicago Bulls	2004	138	W	2
Cleveland Cavaliers	2004	138	W	2
Dallas Mavericks	2004	138	W	2
Denver Nuggets	2004	138	W	2
Detroit Pistons	2004	138	W	2
Golden State Warriors	2004	138	W	2
Houston Rockets	2004	138	W	2
Indiana Pacers	2004	138	W	2
Los Angeles Clippers	2004	138	W	2
Los Angeles Lakers	2004	138	W	2
Memphis Grizzlies	2004	138	W	2
Miami Heat	2004	138	W	2
Milwaukee Bucks	2004	138	W	2
Minnesota Timberwolves	2004	138	W	2
New Jersey Nets	2004	138	W	2
New Orleans Hornets	2004	138	W	2
New York Knickerbockers	2004	138	W	2
Orlando Magic	2004	138	W	2
Philadelphia 76ers	2004	138	W	2
Phoenix Suns	2004	138	W	2
Portland Trail Blazers	2004	138	W	2
Sacramento Kings	2004	138	W	2
San Antonio Spurs	2004	138	W	2
Seattle Sonics	2004	138	W	2
Toronto Raptors	2004	138	W	2
Utah Jazz	2004	138	W	2
Washington Wizards	2004	138	W	2
<i>National Basketball Association</i>	2005	127	J	2
Atlanta Hawks	2005	127	W	2
Boston Celtics	2005	127	W	2
Charlotte Bobcats	2005	127	W	2
Chicago Bulls	2005	127	W	2
Cleveland Cavaliers	2005	127	W	2
Dallas Mavericks	2005	127	W	2
Denver Nuggets	2005	127	W	2
Detroit Pistons	2005	127	W	2
Golden State Warriors	2005	127	W	2
Houston Rockets	2005	127	W	2
Indiana Pacers	2005	127	W	2
Los Angeles Clippers	2005	127	W	2
Los Angeles Lakers	2005	127	W	2
Memphis Grizzlies	2005	127	W	2
Miami Heat	2005	127	W	2
Milwaukee Bucks	2005	127	W	2
Minnesota Timberwolves	2005	127	W	2
New Jersey Nets	2005	127	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
New Orleans Hornets	2005	127	W	2
New York Knickerbockers	2005	127	W	2
Orlando Magic	2005	127	W	2
Philadelphia 76ers	2005	127	W	2
Phoenix Suns	2005	127	W	2
Portland Trail Blazers	2005	127	W	2
Sacramento Kings	2005	127	W	2
San Antonio Spurs	2005	127	W	2
Seattle Sonics	2005	127	W	2
Toronto Raptors	2005	127	W	2
Utah Jazz	2005	127	W	2
Washington Wizards	2005	127	W	2
<i>National Basketball Association</i>	2006	143	J	2
Atlanta Hawks	2006	143	W	2
Boston Celtics	2006	143	W	2
Charlotte Bobcats	2006	143	W	2
Chicago Bulls	2006	143	W	2
Cleveland Cavaliers	2006	143	W	2
Dallas Mavericks	2006	143	W	2
Denver Nuggets	2006	143	W	2
Detroit Pistons	2006	143	W	2
Golden State Warriors	2006	143	W	2
Houston Rockets	2006	143	W	2
Indiana Pacers	2006	143	W	2
Los Angeles Clippers	2006	143	W	2
Los Angeles Lakers	2006	143	W	2
Memphis Grizzlies	2006	143	W	2
Miami Heat	2006	143	W	2
Milwaukee Bucks	2006	143	W	2
Minnesota Timberwolves	2006	143	W	2
New Jersey Nets	2006	143	W	2
New Orleans/Oklahoma City Hornets	2006	143	W	2
New York Knickerbockers	2006	143	W	2
Orlando Magic	2006	143	W	2
Philadelphia 76ers	2006	143	W	2
Phoenix Suns	2006	143	W	2
Portland Trail Blazers	2006	143	W	2
Sacramento Kings	2006	143	W	2
San Antonio Spurs	2006	143	W	2
Seattle Sonics	2006	143	W	2
Toronto Raptors	2006	143	W	2
Utah Jazz	2006	143	W	2
Washington Wizards	2006	143	W	2
<i>National Basketball Association</i>	2007	145	J	2
Atlanta Hawks	2007	145	W	2
Boston Celtics	2007	145	W	2
Charlotte Bobcats	2007	145	W	2
Chicago Bulls	2007	145	W	2
Cleveland Cavaliers	2007	145	W	2
Dallas Mavericks	2007	145	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Denver Nuggets	2007	145	W	2
Detroit Pistons	2007	145	W	2
Golden State Warriors	2007	145	W	2
Houston Rockets	2007	145	W	2
Indiana Pacers	2007	145	W	2
Los Angeles Clippers	2007	145	W	2
Los Angeles Lakers	2007	145	W	2
Memphis Grizzlies	2007	145	W	2
Miami Heat	2007	145	W	2
Milwaukee Bucks	2007	145	W	2
Minnesota Timberwolves	2007	145	W	2
New Jersey Nets	2007	145	W	2
New Orleans/Oklahoma City Hornets	2007	145	W	2
New York Knickerbockers	2007	145	W	2
Orlando Magic	2007	145	W	2
Philadelphia 76ers	2007	145	W	2
Phoenix Suns	2007	145	W	2
Portland Trail Blazers	2007	145	W	2
Sacramento Kings	2007	145	W	2
San Antonio Spurs	2007	145	W	2
Seattle Sonics	2007	145	W	2
Toronto Raptors	2007	145	W	2
Utah Jazz	2007	145	W	2
Washington Wizards	2007	145	W	2
<i>National Basketball Association</i>	2008	25	J	2
Atlanta Hawks	2008	25	W	2
Boston Celtics	2008	25	W	2
Charlotte Bobcats	2008	25	W	2
Chicago Bulls	2008	25	W	2
Cleveland Cavaliers	2008	25	W	2
Dallas Mavericks	2008	25	W	2
Denver Nuggets	2008	25	W	2
Detroit Pistons	2008	25	W	2
Golden State Warriors	2008	25	W	2
Houston Rockets	2008	25	W	2
Indiana Pacers	2008	25	W	2
Los Angeles Clippers	2008	25	W	2
Los Angeles Lakers	2008	25	W	2
Memphis Grizzlies	2008	25	W	2
Miami Heat	2008	25	W	2
Milwaukee Bucks	2008	25	W	2
Minnesota Timberwolves	2008	25	W	2
New Jersey Nets	2008	25	W	2
New Orleans Hornets	2008	25	W	2
New York Knickerbockers	2008	25	W	2
Orlando Magic	2008	25	W	2
Philadelphia 76ers	2008	25	W	2
Phoenix Suns	2008	25	W	2
Portland Trail Blazers	2008	25	W	2
Sacramento Kings	2008	25	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
San Antonio Spurs	2008	25	W	2
Seattle Sonics	2008	25	W	2
Toronto Raptors	2008	25	W	2
Utah Jazz	2008	25	W	2
Washington Wizards	2008	25	W	2
<i>National Basketball Association</i>	<i>2009</i>	<i>15</i>	<i>J</i>	<i>2</i>
Atlanta Hawks	2009	15	W	2
Boston Celtics	2009	15	W	2
Charlotte Bobcats	2009	15	W	2
Chicago Bulls	2009	15	W	2
Cleveland Cavaliers	2009	15	W	2
Dallas Mavericks	2009	15	W	2
Denver Nuggets	2009	15	W	2
Detroit Pistons	2009	15	W	2
Golden State Warriors	2009	15	W	2
Houston Rockets	2009	15	W	2
Indiana Pacers	2009	15	W	2
Los Angeles Clippers	2009	15	W	2
Los Angeles Lakers	2009	15	W	2
Memphis Grizzlies	2009	15	W	2
Miami Heat	2009	15	W	2
Milwaukee Bucks	2009	15	W	2
Minnesota Timberwolves	2009	15	W	2
New Jersey Nets	2009	15	W	2
New Orleans Hornets	2009	15	W	2
New York Knickerbockers	2009	15	W	2
Oklahoma City Thunder	2009	15	W	2
Orlando Magic	2009	15	W	2
Philadelphia 76ers	2009	15	W	2
Phoenix Suns	2009	15	W	2
Portland Trail Blazers	2009	15	W	2
Sacramento Kings	2009	15	W	2
San Antonio Spurs	2009	15	W	2
Toronto Raptors	2009	15	W	2
Utah Jazz	2009	15	W	2
Washington Wizards	2009	15	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
<i>National Football League</i>	1999	81	J	2
B&B Holdings, Inc. (Arizona Cardinals)	1999	81	W	2
The Five Smiths, Inc. (Atlanta Falcons)	1999	81	W	2
Baltimore Ravens Limited Partnership	1999	81	W	2
Buffalo Bills, Inc.	1999	81	W	2
Richardson Sports Limited Partnership (Carolina Panthers)	1999	81	W	2
Chicago Bears Football Club, Inc.	1999	81	W	2
Cincinnati Bengals, Inc.	1999	81	W	2
Cleveland Browns Holdings LLC	1999	81	W	2
Dallas Cowboys Football Club, Ltd.	1999	81	W	2
PDP Sports, Ltd. (Denver Broncos)	1999	81	W	2
Detroit Lions, Inc.	1999	81	W	2
Green Bay Packers, Inc.	1999	81	W	2
Indianapolis Colts, Inc.	1999	81	W	2
Jacksonville Jaguars, Ltd.	1999	81	W	2
Kansas City Chiefs Football Club, Inc.	1999	81	W	2
Miami Dolphins, Ltd.	1999	81	W	2
Minnesota Vikings Football Club, LLC	1999	81	W	2
New England Patriots LP	1999	81	W	2
New Orleans Louisiana Sants Limited Partnership	1999	81	W	2
New York Football Giants, Inc.	1999	81	W	2
New York Jets, Inc.	1999	81	W	2
The Oakland Raiders	1999	81	W	2
Philadelphia Eagles LTD	1999	81	W	2
Pittsburgh Steelers Sports, Inc.	1999	81	W	2
St. Louis Rams Partership	1999	81	W	2
Chargers Football Company	1999	81	W	2
San Francisco 49ers, Ltd.	1999	81	W	2
Football Northwest, LLC (Seattle Seahawks)	1999	81	W	2
Buccaneers Limited Partnership	1999	81	W	2
Tennessee Football, L.P.	1999	81	W	2
Pro-Football, Inc. (Washington Redskins)	1999	81	W	2
<i>National Football League</i>	2000	96	J	2
B&B Holdings, Inc. (Arizona Cardinals)	2000	96	W	2
The Five Smiths, Inc. (Atlanta Falcons)	2000	96	W	2
Baltimore Ravens Limited Partnership	2000	96	W	2
Buffalo Bills, Inc.	2000	96	W	2
Richardson Sports Limited Partnership (Carolina Panthers)	2000	96	W	2
Chicago Bears Football Club, Inc.	2000	96	W	2
Cincinnati Bengals, Inc.	2000	96	W	2
Cleveland Browns Holdings LLC	2000	96	W	2
Dallas Cowboys Football Club, Ltd.	2000	96	W	2
PDP Sports, Ltd. (Denver Broncos)	2000	96	W	2
Detroit Lions, Inc.	2000	96	W	2
Green Bay Packers, Inc.	2000	96	W	2
Indianapolis Colts, Inc.	2000	96	W	2
Jacksonville Jaguars, Ltd.	2000	96	W	2
Kansas City Chiefs Football Club	2000	96	W	2
Miami Dolphins, Ltd.	2000	96	W	2
Minnesota Vikings Football Club, LLC	2000	96	W	2
New England Patriots LP	2000	96	W	2
New Orleans Louisiana Sants Limited Partnership	2000	96	W	2
New York Football Giants, Inc.	2000	96	W	2
New York Jets, LLC	2000	96	W	2
The Oakland Raiders	2000	96	W	2
Philadelphia Eagles LLC	2000	96	W	2
Pittsburgh Steelers Sports, Inc.	2000	96	W	2
St. Louis Rams Partership	2000	96	W	2
Chargers Football Company	2000	96	W	2
San Francisco 49ers, Ltd.	2000	96	W	2
Football Northwest, LLC (Seattle Seahawks)	2000	96	W	2
Buccaneers Limited Partnership	2000	96	W	2
Tennessee Football, L.P.	2000	96	W	2
Pro-Football, Inc. (Washington Redskins)	2000	96	W	2
<i>National Football League</i>	2001	14	J	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
B&B Holdings, Inc. (Arizona Cardinals)	2001	14	W	2
The Five Smiths, Inc. (Atlanta Falcons)	2001	14	W	2
Baltimore Ravens Limited Partnership	2001	14	W	2
Buffalo Bills, Inc.	2001	14	W	2
Richardson Sports Limited Partnership (Carolina Panthers)	2001	14	W	2
Chicago Bears Football Club, Inc.	2001	14	W	2
Cincinnati Bengals, Inc.	2001	14	W	2
Cleveland Browns Holdings LLC	2001	14	W	2
Dallas Cowboys Football Club, Ltd.	2001	14	W	2
PDP Sports, Ltd. (Denver Broncos)	2001	14	W	2
Detroit Lions, Inc.	2001	14	W	2
Green Bay Packers, Inc.	2001	14	W	2
Indianapolis Colts, Inc.	2001	14	W	2
Jacksonville Jaguars, Ltd.	2001	14	W	2
Kansas City Chiefs Football Club	2001	14	W	2
Miami Dolphins, Ltd.	2001	14	W	2
Minnesota Vikings Football Club, LLC	2001	14	W	2
New England Patriots LP	2001	14	W	2
New Orleans Louisiana Sants Limited Partnership	2001	14	W	2
New York Football Giants, Inc.	2001	14	W	2
New York Jets, LLC	2001	14	W	2
The Oakland Raiders	2001	14	W	2
Philadelphia Eagles LLC	2001	14	W	2
Pittsburgh Steelers Sports, Inc.	2001	14	W	2
St. Louis Rams Partership	2001	14	W	2
Chargers Football Company	2001	14	W	2
San Francisco 49ers, Ltd.	2001	14	W	2
Football Northwest, LLC (Seattle Seahawks)	2001	14	W	2
Buccaneers Limited Partnership	2001	14	W	2
Tennessee Football, L.P.	2001	14	W	2
Pro-Football, Inc. (Washington Redskins)	2001	14	W	2
<i>National Football League</i>	2002	146	J	2
B&B Holdings, Inc. (Arizona Cardinals)	2002	146	W	2
The Five Smiths, Inc. (Atlanta Falcons)	2002	146	W	2
Baltimore Ravens Limited Partnership	2002	146	W	2
Buffalo Bills, Inc.	2002	146	W	2
Richardson Sports Limited Partnership (Carolina Panthers)	2002	146	W	2
Chicago Bears Football Club, Inc.	2002	146	W	2
Cincinnati Bengals, Inc.	2002	146	W	2
Cleveland Browns Holdings LLC	2002	146	W	2
Dallas Cowboys Football Club, Ltd.	2002	146	W	2
PDP Sports, Ltd. (Denver Broncos)	2002	146	W	2
Detroit Lions, Inc.	2002	146	W	2
Green Bay Packers, Inc.	2002	146	W	2
Houston NFL Holdings, L.P.	2002	146	W	2
Indianapolis Colts, Inc.	2002	146	W	2
Jacksonville Jaguars, Ltd.	2002	146	W	2
Kansas City Chiefs Football Club	2002	146	W	2
Miami Dolphins, Ltd.	2002	146	W	2
Minnesota Vikings Football Club, LLC	2002	146	W	2
New England Patriots LP	2002	146	W	2
New Orleans Louisiana Sants Limited Partnership	2002	146	W	2
New York Football Giants, Inc.	2002	146	W	2
New York Jets, LLC	2002	146	W	2
The Oakland Raiders	2002	146	W	2
Philadelphia Eagles LLC	2002	146	W	2
Pittsburgh Steelers Sports, Inc.	2002	146	W	2
St. Louis Rams Partership	2002	146	W	2
Chargers Football Company, LLC	2002	146	W	2
San Francisco 49ers, Ltd.	2002	146	W	2
Football Northwest, LLC (Seattle Seahawks)	2002	146	W	2
Buccaneers Limited Partnership	2002	146	W	2
Tennessee Football, L.P.	2002	146	W	2
Pro-Football, Inc. (Washington Redskins)	2002	146	W	2
<i>National Football League</i>	2003	167	J	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
B&B Holdings, Inc. (Arizona Cardinals)	2003	167	W	2
Atlanta Falcons Football Club, LLC	2003	167	W	2
Baltimore Ravens Limited Partnership	2003	167	W	2
Buffalo Bills, Inc.	2003	167	W	2
Richardson Sports Limited Partnership (Carolina Panthers)	2003	167	W	2
Chicago Bears Football Club, Inc.	2003	167	W	2
Cincinnati Bengals, Inc.	2003	167	W	2
Cleveland Browns Holdings LLC	2003	167	W	2
Dallas Cowboys Football Club, Ltd.	2003	167	W	2
PDP Sports, Ltd. (Denver Broncos)	2003	167	W	2
Detroit Lions, Inc.	2003	167	W	2
Green Bay Packers, Inc.	2003	167	W	2
Houston NFL Holdings, L.P.	2003	167	W	2
Indianapolis Colts, Inc.	2003	167	W	2
Jacksonville Jaguars, Ltd.	2003	167	W	2
Kansas City Chiefs Football Club, Inc.	2003	167	W	2
Miami Dolphins, Ltd.	2003	167	W	2
Minnesota Vikings Football Club, LLC	2003	167	W	2
New England Patriots LP	2003	167	W	2
New Orleans Louisiana Sants Limited Partnership	2003	167	W	2
New York Football Giants, Inc.	2003	167	W	2
New York Jets, LLC	2003	167	W	2
The Oakland Raiders	2003	167	W	2
Philadelphia Eagles LLC	2003	167	W	2
Pittsburgh Steelers Sports, Inc.	2003	167	W	2
St. Louis Rams Partership	2003	167	W	2
Chargers Football Company, LLC	2003	167	W	2
San Francisco 49ers, Ltd.	2003	167	W	2
Football Northwest, LLC (Seattle Seahawks)	2003	167	W	2
Buccaneers Limited Partnership	2003	167	W	2
Tennessee Football, L.P.	2003	167	W	2
Pro-Football, Inc. (Washington Redskins)	2003	167	W	2
<i>National Football League</i>	2004	136	J	2
Arizona Cardinals	2004	136	W	2
Atlanta Falcons	2004	136	W	2
Baltimore Ravens	2004	136	W	2
Buffalo Bills	2004	136	W	2
Carolina Panthers	2004	136	W	2
Chicago Bears	2004	136	W	2
Cincinnati Bengals	2004	136	W	2
Cleveland Browns	2004	136	W	2
Dallas Cowboys	2004	136	W	2
Denver Broncos	2004	136	W	2
Detroit Lions	2004	136	W	2
Green Bay Packers	2004	136	W	2
Houston Texans	2004	136	W	2
Indianapolis Colts	2004	136	W	2
Jacksonville Jaguars	2004	136	W	2
Kansas City Chiefs	2004	136	W	2
Miami Dolphins	2004	136	W	2
Minnesota Vikings	2004	136	W	2
New England Patriots	2004	136	W	2
New Orleans Saints	2004	136	W	2
New York Giants	2004	136	W	2
New York Jets	2004	136	W	2
Oakland Raiders	2004	136	W	2
Philadelphia Eagles	2004	136	W	2
Pittsburgh Steelers	2004	136	W	2
St. Louis Rams	2004	136	W	2
San Diego Chargers	2004	136	W	2
San Francisco 49ers	2004	136	W	2
Seattle Seahawks	2004	136	W	2
Tampa Bay Buccaneers	2004	136	W	2
Tennessee Titans	2004	136	W	2
Washington Redskins	2004	136	W	2
<i>National Football League</i>	2005	129	J	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Arizona Cardinals	2005	129	W	2
Atlanta Falcons	2005	129	W	2
Baltimore Ravens	2005	129	W	2
Buffalo Bills	2005	129	W	2
Carolina Panthers	2005	129	W	2
Chicago Bears	2005	129	W	2
Cincinnati Bengals	2005	129	W	2
Cleveland Browns	2005	129	W	2
Dallas Cowboys	2005	129	W	2
Denver Broncos	2005	129	W	2
Detroit Lions	2005	129	W	2
Green Bay Packers	2005	129	W	2
Houston Texans	2005	129	W	2
Indianapolis Colts	2005	129	W	2
Jacksonville Jaguars	2005	129	W	2
Kansas City Chiefs	2005	129	W	2
Miami Dolphins	2005	129	W	2
Minnesota Vikings	2005	129	W	2
New England Patriots	2005	129	W	2
New Orleans Saints	2005	129	W	2
New York Giants	2005	129	W	2
New York Jets	2005	129	W	2
Oakland Raiders	2005	129	W	2
Philadelphia Eagles	2005	129	W	2
Pittsburgh Steelers	2005	129	W	2
St. Louis Rams	2005	129	W	2
San Diego Chargers	2005	129	W	2
San Francisco 49ers	2005	129	W	2
Seattle Seahawks	2005	129	W	2
Tampa Bay Buccaneers	2005	129	W	2
Tennessee Titans	2005	129	W	2
Washington Redskins	2005	129	W	2
<i>National Football League</i>	2006	154	J	2
Arizona Cardinals	2006	154	W	2
Atlanta Falcons	2006	154	W	2
Baltimore Ravens	2006	154	W	2
Buffalo Bills	2006	154	W	2
Carolina Panthers	2006	154	W	2
Chicago Bears	2006	154	W	2
Cincinnati Bengals	2006	154	W	2
Cleveland Browns	2006	154	W	2
Dallas Cowboys	2006	154	W	2
Denver Broncos	2006	154	W	2
Detroit Lions	2006	154	W	2
Green Bay Packers	2006	154	W	2
Houston Texans	2006	154	W	2
Indianapolis Colts	2006	154	W	2
Jacksonville Jaguars	2006	154	W	2
Kansas City Chiefs	2006	154	W	2
Miami Dolphins	2006	154	W	2
Minnesota Vikings	2006	154	W	2
New England Patriots	2006	154	W	2
New Orleans Saints	2006	154	W	2
New York Giants	2006	154	W	2
New York Jets	2006	154	W	2
Oakland Raiders	2006	154	W	2
Philadelphia Eagles	2006	154	W	2
Pittsburgh Steelers	2006	154	W	2
St. Louis Rams	2006	154	W	2
San Diego Chargers	2006	154	W	2
San Francisco 49ers	2006	154	W	2
Seattle Seahawks	2006	154	W	2
Tampa Bay Buccaneers	2006	154	W	2
Tennessee Titans	2006	154	W	2
Washington Redskins	2006	154	W	2
<i>National Football League</i>	2007	134	J	2
Arizona Cardinals	2007	134	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Atlanta Falcons	2007	134	W	2
Baltimore Ravens	2007	134	W	2
Buffalo Bills	2007	134	W	2
Carolina Panthers	2007	134	W	2
Chicago Bears	2007	134	W	2
Cincinnati Bengals	2007	134	W	2
Cleveland Browns	2007	134	W	2
Dallas Cowboys	2007	134	W	2
Denver Broncos	2007	134	W	2
Detroit Lions	2007	134	W	2
Green Bay Packers	2007	134	W	2
Houston Texans	2007	134	W	2
Indianapolis Colts	2007	134	W	2
Jacksonville Jaguars	2007	134	W	2
Kansas City Chiefs	2007	134	W	2
Miami Dolphins	2007	134	W	2
Minnesota Vikings	2007	134	W	2
New England Patriots	2007	134	W	2
New Orleans Saints	2007	134	W	2
New York Giants	2007	134	W	2
New York Jets	2007	134	W	2
Oakland Raiders	2007	134	W	2
Philadelphia Eagles	2007	134	W	2
Pittsburgh Steelers	2007	134	W	2
St. Louis Rams	2007	134	W	2
San Diego Chargers	2007	134	W	2
San Francisco 49ers	2007	134	W	2
Seattle Seahawks	2007	134	W	2
Tampa Bay Buccaneers	2007	134	W	2
Tennessee Titans	2007	134	W	2
Washington Redskins	2007	134	W	2
<i>National Football League</i>	2008	236	J	2
Arizona Cardinals	2008	236	W	2
Atlanta Falcons	2008	236	W	2
Baltimore Ravens	2008	236	W	2
Buffalo Bills	2008	236	W	2
Carolina Panthers	2008	236	W	2
Chicago Bears	2008	236	W	2
Cincinnati Bengals	2008	236	W	2
Cleveland Browns	2008	236	W	2
Dallas Cowboys	2008	236	W	2
Denver Broncos	2008	236	W	2
Detroit Lions	2008	236	W	2
Green Bay Packers	2008	236	W	2
Houston Texans	2008	236	W	2
Indianapolis Colts	2008	236	W	2
Jacksonville Jaguars	2008	236	W	2
Kansas City Chiefs	2008	236	W	2
Miami Dolphins	2008	236	W	2
Minnesota Vikings	2008	236	W	2
New England Patriots	2008	236	W	2
New Orleans Saints	2008	236	W	2
New York Giants	2008	236	W	2
New York Jets	2008	236	W	2
Oakland Raiders	2008	236	W	2
Philadelphia Eagles	2008	236	W	2
Pittsburgh Steelers	2008	236	W	2
St. Louis Rams	2008	236	W	2
San Diego Chargers	2008	236	W	2
San Francisco 49ers	2008	236	W	2
Seattle Seahawks	2008	236	W	2
Tampa Bay Buccaneers	2008	236	W	2
Tennessee Titans	2008	236	W	2
Washington Redskins	2008	236	W	2
<i>National Football League</i>	2009	93	J	2
Arizona Cardinals	2009	93	W	2
Atlanta Falcons	2009	93	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Baltimore Ravens	2009	93	W	2
Buffalo Bills	2009	93	W	2
Carolina Panthers	2009	93	W	2
Chicago Bears	2009	93	W	2
Cincinnati Bengals	2009	93	W	2
Cleveland Browns	2009	93	W	2
Dallas Cowboys	2009	93	W	2
Denver Broncos	2009	93	W	2
Detroit Lions	2009	93	W	2
Green Bay Packers	2009	93	W	2
Houston Texans	2009	93	W	2
Indianapolis Colts	2009	93	W	2
Jacksonville Jaguars	2009	93	W	2
Kansas City Chiefs	2009	93	W	2
Miami Dolphins	2009	93	W	2
Minnesota Vikings	2009	93	W	2
New England Patriots	2009	93	W	2
New Orleans Saints	2009	93	W	2
New York Giants	2009	93	W	2
New York Jets	2009	93	W	2
Oakland Raiders	2009	93	W	2
Philadelphia Eagles	2009	93	W	2
Pittsburgh Steelers	2009	93	W	2
St. Louis Rams	2009	93	W	2
San Diego Chargers	2009	93	W	2
San Francisco 49ers	2009	93	W	2
Seattle Seahawks	2009	93	W	2
Tampa Bay Buccaneers	2009	93	W	2
Tennessee Titans	2009	93	W	2
Washington Redskins	2009	93	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
<i>National Hockey League</i>	1999	112	J	2
Mighty Ducks of Anaheim	1999	112	W	2
Atlanta Thrashers	1999	112	W	2
Boston Bruins	1999	112	W	2
Buffalo Sabres	1999	112	W	2
Calgary Flames	1999	112	W	2
Carolina Hurricanes	1999	112	W	2
Chicago Blackhawks	1999	112	W	2
Colorado Avalanche	1999	112	W	2
Dallas Stars	1999	112	W	2
Detroit Red Wings	1999	112	W	2
Edmonton Oilers	1999	112	W	2
Florida Panthers	1999	112	W	2
Los Angeles Kings	1999	112	W	2
Montreal Canadiens	1999	112	W	2
Nashville Predators	1999	112	W	2
New Jersey Devils	1999	112	W	2
New York Islanders	1999	112	W	2
New York Rangers	1999	112	W	2
Ottawa Senators	1999	112	W	2
Philadelphia Flyers	1999	112	W	2
Phoenix Coyotes	1999	112	W	2
Pittsburgh Penguins	1999	112	W	2
St. Louis Blues	1999	112	W	2
San Jose Sharks	1999	112	W	2
Tampa Bay Lightning	1999	112	W	2
Toronto Maple Leafs	1999	112	W	2
Vancouver Canucks	1999	112	W	2
Washington Capitals	1999	112	W	2
<i>National Hockey League</i>	2000	97	J	2
Mighty Ducks of Anaheim	2000	97	W	2
Atlanta Thrashers	2000	97	W	2
Boston Bruins	2000	97	W	2
Buffalo Sabres	2000	97	W	2
Calgary Flames	2000	97	W	2
Carolina Hurricanes	2000	97	W	2
Chicago Blackhawks	2000	97	W	2
Colorado Avalanche	2000	97	W	2
Columbus Blue Jackets	2000	97	W	2
Dallas Stars	2000	97	W	2
Detroit Red Wings	2000	97	W	2
Edmonton Oilers	2000	97	W	2
Florida Panthers	2000	97	W	2
Los Angeles Kings	2000	97	W	2
Minnesota Wild	2000	97	W	2
Montreal Canadiens	2000	97	W	2
Nashville Predators	2000	97	W	2
New Jersey Devils	2000	97	W	2
New York Islanders	2000	97	W	2
New York Rangers	2000	97	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Ottawa Senators	2000	97	W	2
Philadelphia Flyers	2000	97	W	2
Phoenix Coyotes	2000	97	W	2
Pittsburgh Penguins	2000	97	W	2
San Jose Sharks	2000	97	W	2
St. Louis Blues	2000	97	W	2
Tampa Bay Lightning	2000	97	W	2
Toronto Maple Leafs	2000	97	W	2
Vancouver Canucks	2000	97	W	2
Washington Capitals	2000	97	W	2
<i>National Hockey League</i>	<i>2001</i>	<i>19</i>	<i>J</i>	<i>2</i>
Mighty Ducks of Anaheim	2001	19	W	2
Atlanta Thrashers	2001	19	W	2
Boston Bruins	2001	19	W	2
Buffalo Sabres	2001	19	W	2
Calgary Flames	2001	19	W	2
Carolina Hurricanes	2001	19	W	2
Chicago Blackhawks	2001	19	W	2
Colorado Avalanche	2001	19	W	2
Columbus Blue Jackets	2001	19	W	2
Dallas Stars	2001	19	W	2
Detroit Red Wings	2001	19	W	2
Edmonton Oilers	2001	19	W	2
Florida Panthers	2001	19	W	2
Los Angeles Kings	2001	19	W	2
Minnesota Wild	2001	19	W	2
Montreal Canadiens	2001	19	W	2
Nashville Predators	2001	19	W	2
New Jersey Devils	2001	19	W	2
New York Islanders	2001	19	W	2
New York Rangers	2001	19	W	2
Ottawa Senators	2001	19	W	2
Philadelphia Flyers	2001	19	W	2
Phoenix Coyotes	2001	19	W	2
Pittsburgh Penguins	2001	19	W	2
San Jose Sharks	2001	19	W	2
St. Louis Blues	2001	19	W	2
Tampa Bay Lightning	2001	19	W	2
Toronto Maple Leafs	2001	19	W	2
Vancouver Canucks	2001	19	W	2
Washington Capitals	2001	19	W	2
<i>National Hockey League</i>	<i>2002</i>	<i>38</i>	<i>J</i>	<i>2</i>
Mighty Ducks of Anaheim	2002	38	W	2
Atlanta Thrashers	2002	38	W	2
Boston Bruins	2002	38	W	2
Buffalo Sabres	2002	38	W	2
Calgary Flames	2002	38	W	2
Carolina Hurricanes	2002	38	W	2
Chicago Blackhawks	2002	38	W	2
Colorado Avalanche	2002	38	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Columbus Blue Jackets	2002	38	W	2
Dallas Stars	2002	38	W	2
Detroit Red Wings	2002	38	W	2
Edmonton Oilers	2002	38	W	2
Florida Panthers	2002	38	W	2
Los Angeles Kings	2002	38	W	2
Minnesota Wild	2002	38	W	2
Montreal Canadiens	2002	38	W	2
Nashville Predators	2002	38	W	2
New Jersey Devils	2002	38	W	2
New York Islanders	2002	38	W	2
New York Rangers	2002	38	W	2
Ottawa Senators	2002	38	W	2
Philadelphia Flyers	2002	38	W	2
Phoenix Coyotes	2002	38	W	2
Pittsburgh Penguins	2002	38	W	2
San Jose Sharks	2002	38	W	2
St. Louis Blues	2002	38	W	2
Tampa Bay Lightning	2002	38	W	2
Toronto Maple Leafs	2002	38	W	2
Vancouver Canucks	2002	38	W	2
Washington Capitals	2002	38	W	2
<i>National Hockey League</i>	2003	170	J	2
Mighty Ducks of Anaheim	2003	170	W	2
Atlanta Thrashers	2003	170	W	2
Boston Bruins	2003	170	W	2
Buffalo Sabres	2003	170	W	2
Calgary Flames	2003	170	W	2
Carolina Hurricanes	2003	170	W	2
Chicago Blackhawks	2003	170	W	2
Colorado Avalanche	2003	170	W	2
Columbus Blue Jackets	2003	170	W	2
Dallas Stars	2003	170	W	2
Detroit Red Wings	2003	170	W	2
Edmonton Oilers	2003	170	W	2
Florida Panthers	2003	170	W	2
Los Angeles Kings	2003	170	W	2
Minnesota Wild	2003	170	W	2
Montreal Canadiens	2003	170	W	2
Nashville Predators	2003	170	W	2
New Jersey Devils	2003	170	W	2
New York Islanders	2003	170	W	2
New York Rangers	2003	170	W	2
Ottawa Senators	2003	170	W	2
Philadelphia Flyers	2003	170	W	2
Phoenix Coyotes	2003	170	W	2
Pittsburgh Penguins	2003	170	W	2
San Jose Sharks	2003	170	W	2
St. Louis Blues	2003	170	W	2
Tampa Bay Lightning	2003	170	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Toronto Maple Leafs	2003	170	W	2
Vancouver Canucks	2003	170	W	2
Washington Capitals	2003	170	W	2
<i>National Hockey League</i>	<i>2004</i>	<i>135</i>	<i>J</i>	<i>2</i>
Mighty Ducks of Anaheim	2004	135	W	2
Atlanta Thrashers	2004	135	W	2
Boston Bruins	2004	135	W	2
Buffalo Sabres	2004	135	W	2
Calgary Flames	2004	135	W	2
Carolina Hurricanes	2004	135	W	2
Chicago Blackhawks	2004	135	W	2
Colorado Avalanche	2004	135	W	2
Columbus Blue Jackets	2004	135	W	2
Dallas Stars	2004	135	W	2
Detroit Red Wings	2004	135	W	2
Edmonton Oilers	2004	135	W	2
Florida Panthers	2004	135	W	2
Los Angeles Kings	2004	135	W	2
Minnesota Wild	2004	135	W	2
Montreal Canadiens	2004	135	W	2
Nashville Predators	2004	135	W	2
New Jersey Devils	2004	135	W	2
New York Islanders	2004	135	W	2
New York Rangers	2004	135	W	2
Ottawa Senators	2004	135	W	2
Philadelphia Flyers	2004	135	W	2
Phoenix Coyotes	2004	135	W	2
Pittsburgh Penguins	2004	135	W	2
San Jose Sharks	2004	135	W	2
St. Louis Blues	2004	135	W	2
Tampa Bay Lightning	2004	135	W	2
Toronto Maple Leafs	2004	135	W	2
Vancouver Canucks	2004	135	W	2
Washington Capitals	2004	135	W	2
<i>National Hockey League</i>	<i>2005</i>	<i>128</i>	<i>J</i>	<i>2</i>
Mighty Ducks of Anaheim	2005	128	W	2
Atlanta Thrashers	2005	128	W	2
Boston Bruins	2005	128	W	2
Buffalo Sabres	2005	128	W	2
Calgary Flames	2005	128	W	2
Carolina Hurricanes	2005	128	W	2
Chicago Blackhawks	2005	128	W	2
Colorado Avalanche	2005	128	W	2
Columbus Blue Jackets	2005	128	W	2
Dallas Stars	2005	128	W	2
Detroit Red Wings	2005	128	W	2
Edmonton Oilers	2005	128	W	2
Florida Panthers	2005	128	W	2
Los Angeles Kings	2005	128	W	2
Minnesota Wild	2005	128	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Montreal Canadiens	2005	128	W	2
Nashville Predators	2005	128	W	2
New Jersey Devils	2005	128	W	2
New York Islanders	2005	128	W	2
New York Rangers	2005	128	W	2
Ottawa Senators	2005	128	W	2
Philadelphia Flyers	2005	128	W	2
Phoenix Coyotes	2005	128	W	2
Pittsburgh Penguins	2005	128	W	2
San Jose Sharks	2005	128	W	2
St. Louis Blues	2005	128	W	2
Tampa Bay Lightning	2005	128	W	2
Toronto Maple Leafs	2005	128	W	2
Vancouver Canucks	2005	128	W	2
Washington Capitals	2005	128	W	2
<i>National Hockey League</i>	<i>2006</i>	<i>153</i>	<i>J</i>	<i>2</i>
Anaheim Ducks	2006	153	W	2
Atlanta Thrashers	2006	153	W	2
Boston Bruins	2006	153	W	2
Buffalo Sabres	2006	153	W	2
Calgary Flames	2006	153	W	2
Carolina Hurricanes	2006	153	W	2
Chicago Blackhawks	2006	153	W	2
Colorado Avalanche	2006	153	W	2
Columbus Blue Jackets	2006	153	W	2
Dallas Stars	2006	153	W	2
Detroit Red Wings	2006	153	W	2
Edmonton Oilers	2006	153	W	2
Florida Panthers	2006	153	W	2
Los Angeles Kings	2006	153	W	2
Minnesota Wild	2006	153	W	2
Montreal Canadiens	2006	153	W	2
Nashville Predators	2006	153	W	2
New Jersey Devils	2006	153	W	2
New York Islanders	2006	153	W	2
New York Rangers	2006	153	W	2
Ottawa Senators	2006	153	W	2
Philadelphia Flyers	2006	153	W	2
Phoenix Coyotes	2006	153	W	2
Pittsburgh Penguins	2006	153	W	2
San Jose Sharks	2006	153	W	2
St. Louis Blues	2006	153	W	2
Tampa Bay Lightning	2006	153	W	2
Toronto Maple Leafs	2006	153	W	2
Vancouver Canucks	2006	153	W	2
Washington Capitals	2006	153	W	2
<i>National Hockey League</i>	<i>2007</i>	<i>136</i>	<i>J</i>	<i>2</i>
Anaheim Ducks	2007	136	W	2
Atlanta Thrashers	2007	136	W	2
Boston Bruins	2007	136	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Buffalo Sabres	2007	136	W	2
Calgary Flames	2007	136	W	2
Carolina Hurricanes	2007	136	W	2
Chicago Blackhawks	2007	136	W	2
Colorado Avalanche	2007	136	W	2
Columbus Blue Jackets	2007	136	W	2
Dallas Stars	2007	136	W	2
Detroit Red Wings	2007	136	W	2
Edmonton Oilers	2007	136	W	2
Florida Panthers	2007	136	W	2
Los Angeles Kings	2007	136	W	2
Minnesota Wild	2007	136	W	2
Montreal Canadiens	2007	136	W	2
Nashville Predators	2007	136	W	2
New Jersey Devils	2007	136	W	2
New York Islanders	2007	136	W	2
New York Rangers	2007	136	W	2
Ottawa Senators	2007	136	W	2
Philadelphia Flyers	2007	136	W	2
Phoenix Coyotes	2007	136	W	2
Pittsburgh Penguins	2007	136	W	2
San Jose Sharks	2007	136	W	2
St. Louis Blues	2007	136	W	2
Tampa Bay Lightning	2007	136	W	2
Toronto Maple Leafs	2007	136	W	2
Vancouver Canucks	2007	136	W	2
Washington Capitals	2007	136	W	2
<i>National Hockey League</i>	<i>2008</i>	<i>237</i>	<i>J</i>	<i>2</i>
Anaheim Ducks	2008	237	W	2
Atlanta Thrashers	2008	237	W	2
Boston Bruins	2008	237	W	2
Buffalo Sabres	2008	237	W	2
Calgary Flames	2008	237	W	2
Carolina Hurricanes	2008	237	W	2
Chicago Blackhawks	2008	237	W	2
Colorado Avalanche	2008	237	W	2
Columbus Blue Jackets	2008	237	W	2
Dallas Stars	2008	237	W	2
Detroit Red Wings	2008	237	W	2
Edmonton Oilers	2008	237	W	2
Florida Panthers	2008	237	W	2
Los Angeles Kings	2008	237	W	2
Minnesota Wild	2008	237	W	2
Montreal Canadiens	2008	237	W	2
Nashville Predators	2008	237	W	2
New Jersey Devils	2008	237	W	2
New York Islanders	2008	237	W	2
New York Rangers	2008	237	W	2
Ottawa Senators	2008	237	W	2
Philadelphia Flyers	2008	237	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Phoenix Coyotes	2008	237	W	2
Pittsburgh Penguins	2008	237	W	2
San Jose Sharks	2008	237	W	2
St. Louis Blues	2008	237	W	2
Tampa Bay Lightning	2008	237	W	2
Toronto Maple Leafs	2008	237	W	2
Vancouver Canucks	2008	237	W	2
Washington Capitals	2008	237	W	2
<i>National Hockey League</i>	2009	94	J	2
Anaheim Ducks	2009	94	W	2
Atlanta Thrashers	2009	94	W	2
Boston Bruins	2009	94	W	2
Buffalo Sabres	2009	94	W	2
Calgary Flames	2009	94	W	2
Carolina Hurricanes	2009	94	W	2
Chicago Blackhawks	2009	94	W	2
Colorado Avalanche	2009	94	W	2
Columbus Blue Jackets	2009	94	W	2
Dallas Stars	2009	94	W	2
Detroit Red Wings	2009	94	W	2
Edmonton Oilers	2009	94	W	2
Florida Panthers	2009	94	W	2
Los Angeles Kings	2009	94	W	2
Minnesota Wild	2009	94	W	2
Montreal Canadiens	2009	94	W	2
Nashville Predators	2009	94	W	2
New Jersey Devils	2009	94	W	2
New York Islanders	2009	94	W	2
New York Rangers	2009	94	W	2
Ottawa Senators	2009	94	W	2
Philadelphia Flyers	2009	94	W	2
Phoenix Coyotes	2009	94	W	2
Pittsburgh Penguins	2009	94	W	2
San Jose Sharks	2009	94	W	2
St. Louis Blues	2009	94	W	2
Tampa Bay Lightning	2009	94	W	2
Toronto Maple Leafs	2009	94	W	2
Vancouver Canucks	2009	94	W	2
Washington Capitals	2009	94	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
<i>National Collegiate Athletic Association</i>	1999	150	J	2
Atlantic Coast Conference	1999	150	W	2
Big East Conference	1999	150	W	2
Big Ten Conference	1999	150	W	2
Big 12 Conference	1999	150	W	2
Southeastern Conference	1999	150	W	2
University of Utah	1999	150	W	2
<i>National Collegiate Athletic Association</i>	2000	178	J	2
Atlantic Coast Conference	2000	178	W	2
Big East Conference	2000	178	W	2
Conference USA	2000	178	W	2
Mountain West Conference	2000	178	W	2
Pacific-10 Conference	2000	178	W	2
University of New Mexico	2000	178	W	2
New Mexico State University	2000	178	W	2
Saint Louis University	2000	178	W	2
<i>National Collegiate Athletic Association</i>	2001	210	J	2
Big East Conference	2001	210	W	2
Mountain West Conference	2001	210	W	2
<i>National Collegiate Athletic Association</i>	2002	167	J	2
Atlantic Coast Conference	2002	167	W	2
Big East Conference	2002	167	W	2
Big Ten Conference	2002	167	W	2
Big 12 Conference	2002	167	W	2
Conference USA	2002	167	W	2
Mountain West Conference	2002	167	W	2
Pacific-10 Conference	2002	167	W	2
DePaul University	2002	167	W	2
Pennsylvania State University	2002	167	W	2
Stanford University	2002	167	W	2
University of California Berkeley	2002	167	W	2
University of Dayton	2002	167	W	2
University of New Mexico	2002	167	W	2
Vanderbilt University	2002	167	W	2
Wagner College	2002	167	W	2
<i>National Collegiate Athletic Association</i>	2003	256	J	2
Atlantic Coast Conference	2003	256	W	2
Atlantic 10 Conference	2003	256	W	2
Big East Conference	2003	256	W	2
Big Sky Conference	2003	256	W	2
Big Ten Conference	2003	256	W	2
Big 12 Conference	2003	256	W	2
Central Intercollegiate Athletic Association	2003	256	W	2
Conference USA	2003	256	W	2
Mid-American Conference	2003	256	W	2
Missouri Valley Conference	2003	256	W	2
Mountain West Conference	2003	256	W	2
Southeastern Conference	2003	256	W	2
Arizona State University	2003	256	W	2
Boise State University	2003	256	W	2
Bradley University	2003	256	W	2
Brigham Young University	2003	256	W	2
California State University Sacramento	2003	256	W	2
DePaul University	2003	256	W	2
Drake University	2003	256	W	2
Florida International University	2003	256	W	2
Gonzaga University	2003	256	W	2
Idaho State University	2003	256	W	2
Iowa State University	2003	256	W	2
Louisiana Tech University	2003	256	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Marshall University	2003	256	W	2
Montana State University	2003	256	W	2
New Mexico State University	2003	256	W	2
Portland State University	2003	256	W	2
Samford University	2003	256	W	2
Southeast Missouri State University	2003	256	W	2
Stanford University	2003	256	W	2
University of California Berkeley	2003	256	W	2
University of Idaho	2003	256	W	2
University of Kentucky	2003	256	W	2
University of Massachusetts Amherst	2003	256	W	2
University of Montana	2003	256	W	2
University of New Mexico	2003	256	W	2
University of Northern Iowa	2003	256	W	2
University of San Francisco	2003	256	W	2
University of South Dakota	2003	256	W	2
University of South Florida	2003	256	W	2
University of Utah	2003	256	W	2
<i>National Collegiate Athletic Association</i>	2004	222	J	2
America East Conference	2004	222	W	2
Atlantic Coast Conference	2004	222	W	2
Atlantic 10 Conference	2004	222	W	2
Big East Conference	2004	222	W	2
Big Sky Conference	2004	222	W	2
Big Ten Conference	2004	222	W	2
Big 12 Conference	2004	222	W	2
Conference USA	2004	222	W	2
Mid-American Conference	2004	222	W	2
Missouri Valley Conference	2004	222	W	2
Mountain West Conference	2004	222	W	2
Southeastern Conference	2004	222	W	2
Baylor University	2004	222	W	2
Boise State University	2004	222	W	2
Bradley University	2004	222	W	2
Brigham Young University	2004	222	W	2
Drake University	2004	222	W	2
East Carolina University	2004	222	W	2
Florida International University	2004	222	W	2
Iowa State University	2004	222	W	2
Louisiana Tech University	2004	222	W	2
Marshall University	2004	222	W	2
Montana State University	2004	222	W	2
New Mexico State University	2004	222	W	2
Ohio University	2004	222	W	2
San Jose State University	2004	222	W	2
Southwest Missouri State University	2004	222	W	2
Texas Tech University	2004	222	W	2
University of Arizona	2004	222	W	2
University of Arkansas Fayetteville	2004	222	W	2
University of California Berkeley	2004	222	W	2
University of Dayton	2004	222	W	2
University of Idaho	2004	222	W	2
University of Kentucky	2004	222	W	2
University of Missouri Columbia	2004	222	W	2
University of Montana	2004	222	W	2
University of Nebraska Lincoln	2004	222	W	2
University of Northern Iowa	2004	222	W	2
University of Oregon	2004	222	W	2
University of South Florida	2004	222	W	2
University of Texas Austin	2004	222	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
University of Tulsa	2004	222	W	2
University of Wisconsin - Eau Claire	2004	222	W	2
University of Wyoming	2004	222	W	2
Washington State University	2004	222	W	2
West Virginia University	2004	222	W	2
<i>National Collegiate Athletic Association</i>	2005	338	J	2
Atlantic Coast Conference	2005	338	W	2
Big 12 Conference	2005	338	W	2
Big East Conference	2005	338	W	2
Big Sky Conference	2005	338	W	2
Big Ten Conference	2005	338	W	2
Conference USA	2005	338	W	2
Mountain West Conference	2005	338	W	2
Northeast Conference	2005	338	W	2
Ohio Valley Conference	2005	338	W	2
Southeastern Conference	2005	338	W	2
Baylor University	2005	338	W	2
Boise State University	2005	338	W	2
Bradley University	2005	338	W	2
Brigham Young University	2005	338	W	2
Creighton University	2005	338	W	2
Drake University	2005	338	W	2
East Carolina University	2005	338	W	2
Gonzaga University	2005	338	W	2
Indiana State University	2005	338	W	2
Iowa State University	2005	338	W	2
Kansas State University	2005	338	W	2
Louisiana Tech University	2005	338	W	2
Marshall University	2005	338	W	2
Missouri State University	2005	338	W	2
Montana State University	2005	338	W	2
North Dakota State University	2005	338	W	2
Ohio University	2005	338	W	2
Old Dominion University	2005	338	W	2
Oregon State University	2005	338	W	2
San Jose State University	2005	338	W	2
University of Alabama Tuscaloosa	2005	338	W	2
University of Arkansas Fayetteville	2005	338	W	2
University of California Los Angeles	2005	338	W	2
University of Connecticut	2005	338	W	2
University of Dayton	2005	338	W	2
University of Florida	2005	338	W	2
University of Georgia	2005	338	W	2
University of Houston	2005	338	W	2
University of Idaho	2005	338	W	2
University of Kansas	2005	338	W	2
University of Memphis	2005	338	W	2
University of Montana	2005	338	W	2
University of Nebraska Lincoln	2005	338	W	2
University of Nevada	2005	338	W	2
University of New Mexico	2005	338	W	2
University of North Carolina Greensboro	2005	338	W	2
University of Oregon	2005	338	W	2
University of San Diego	2005	338	W	2
University of South Carolina Columbia	2005	338	W	2
University of South Florida	2005	338	W	2
University of Texas Austin	2005	338	W	2
University of Wyoming	2005	338	W	2
West Virginia University	2005	338	W	2
Wichita State University	2005	338	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
<i>National Collegiate Athletic Association</i>	2006	270	J	2
Atlantic Coast Conference	2006	270	W	2
Big 12 Conference	2006	270	W	2
Big East Conference	2006	270	W	2
Big Sky Conference	2006	270	W	2
Big Ten Conference	2006	270	W	2
Conference USA	2006	270	W	2
Mountain West Conference	2006	270	W	2
Southeastern Conference	2006	270	W	2
Boise State University	2006	270	W	2
Bradley University	2006	270	W	2
Creighton University	2006	270	W	2
Drake University	2006	270	W	2
East Carolina University	2006	270	W	2
Eastern Kentucky University	2006	270	W	2
Gonzaga University	2006	270	W	2
Indiana State University	2006	270	W	2
Iowa State University	2006	270	W	2
Marshall University	2006	270	W	2
Montana State University	2006	270	W	2
North Dakota State University	2006	270	W	2
Ohio University	2006	270	W	2
San Jose State University	2006	270	W	2
University of Alabama Tuscaloosa	2006	270	W	2
University of Arkansas Fayetteville	2006	270	W	2
University of Cincinnati	2006	270	W	2
University of Connecticut	2006	270	W	2
University of Dayton	2006	270	W	2
University of Idaho	2006	270	W	2
University of Kansas	2006	270	W	2
University of Kentucky	2006	270	W	2
University of Louisville	2006	270	W	2
University of Maryland	2006	270	W	2
University of Massachusetts Amherst	2006	270	W	2
University of Missouri Columbia	2006	270	W	2
University of Montana	2006	270	W	2
University of Nevada Las Vegas	2006	270	W	2
University of New Mexico	2006	270	W	2
University of Northern Iowa	2006	270	W	2
University of South Florida	2006	270	W	2
University of Utah	2006	270	W	2
University of Wyoming	2006	270	W	2
Utah State University	2006	270	W	2
Wichita State University	2006	270	W	2
<i>National Collegiate Athletic Association</i>	2007	129	J	2
Atlantic Coast Conference	2007	129	W	2
Big East Conference	2007	129	W	2
Big Ten Conference	2007	129	W	2
Southeastern Conference	2007	129	W	2
University of Florida	2007	129	W	2
<i>National Collegiate Athletic Association</i>	2008	147	J	2
Atlantic Ten Conference	2008	147	W	2
Atlantic Coast Conference	2008	147	W	2
Big 12 Conference	2008	147	W	2
Big East Conference	2008	147	W	2
Colonial Athletic Association	2008	147	W	2
Conference USA	2008	147	W	2
Southeastern Conference	2008	147	W	2
<i>National Collegiate Athletic Association</i>	2009	181	J	2
Atlantic Coast Conference	2009	181	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Atlantic Ten Conference	2009	181	W	2
Big 12 Conference	2009	181	W	2
Big East Conference	2009	181	W	2
Conference USA	2009	181	W	2
Southeastern Conference	2009	181	W	2
National Collegiate Athletic Association	2009	181	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
<i>WNBA Enterprises, LLC</i>	1999	80	J	2
Charlotte Sting	1999	80	W	2
Cleveland Rockers	1999	80	W	2
Detroit Shock	1999	80	W	2
Houston Comets	1999	80	W	2
Los Angeles Sparks	1999	80	W	2
Minnesota Lynx	1999	80	W	2
New York Liberty	1999	80	W	2
Orlando Miracle	1999	80	W	2
Phoenix Mercury	1999	80	W	2
Sacramento Monarchs	1999	80	W	2
Utah Starzz	1999	80	W	2
Washington Mystics	1999	80	W	2
<i>WNBA Enterprises, LLC</i>	2000	102	J	2
Charlotte Sting	2000	102	W	2
Cleveland Rockers	2000	102	W	2
Detroit Shock	2000	102	W	2
Houston Comets	2000	102	W	2
Indiana Fever	2000	102	W	2
Los Angeles Sparks	2000	102	W	2
Miami Sol	2000	102	W	2
Minnesota Lynx	2000	102	W	2
New York Liberty	2000	102	W	2
Orlando Miracle	2000	102	W	2
Phoenix Mercury	2000	102	W	2
Portland Fire	2000	102	W	2
Sacramento Monarchs	2000	102	W	2
Seattle Storm	2000	102	W	2
Utah Starzz	2000	102	W	2
Washington Mystics	2000	102	W	2
<i>WNBA Enterprises, LLC</i>	2001	15	J	2
Charlotte Sting	2001	15	W	2
Cleveland Rockers	2001	15	W	2
Detroit Shock	2001	15	W	2
Houston Comets	2001	15	W	2
Indiana Fever	2001	15	W	2
Los Angeles Sparks	2001	15	W	2
Miami Sol	2001	15	W	2
Minnesota Lynx	2001	15	W	2
New York Liberty	2001	15	W	2
Orlando Miracle	2001	15	W	2
Phoenix Mercury	2001	15	W	2
Portland Fire	2001	15	W	2
Sacramento Monarchs	2001	15	W	2
Seattle Storm	2001	15	W	2
Utah Starzz	2001	15	W	2
Washington Mystics	2001	15	W	2
<i>WNBA Enterprises, LLC</i>	2002	46	J	2
Charlotte Sting	2002	46	W	2
Cleveland Rockers	2002	46	W	2
Detroit Shock	2002	46	W	2
Houston Comets	2002	46	W	2
Indiana Fever	2002	46	W	2
Los Angeles Sparks	2002	46	W	2
Miami Sol	2002	46	W	2
Minnesota Lynx	2002	46	W	2
New York Liberty	2002	46	W	2
Orlando Miracle	2002	46	W	2
Phoenix Mercury	2002	46	W	2
Portland Fire	2002	46	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Sacramento Monarchs	2002	46	W	2
Seattle Storm	2002	46	W	2
Utah Starzz	2002	46	W	2
Washington Mystics	2002	46	W	2
WNBA Enterprises, LLC	2003	172	J	2
Charlotte Sting	2003	172	W	2
Connecticut Sun	2003	172	W	2
Detroit Shock	2003	172	W	2
Houston Comets	2003	172	W	2
Indiana Fever	2003	172	W	2
Los Angeles Sparks	2003	172	W	2
Minnesota Lynx	2003	172	W	2
New York Liberty	2003	172	W	2
Phoenix Mercury	2003	172	W	2
Sacramento Monarchs	2003	172	W	2
San Antonio Silver Stars	2003	172	W	2
Seattle Storm	2003	172	W	2
Washington Mystics	2003	172	W	2
WNBA Enterprises, LLC	2004	132	J	2
Charlotte Sting	2004	132	W	2
Connecticut Sun	2004	132	W	2
Detroit Shock	2004	132	W	2
Houston Comets	2004	132	W	2
Indiana Fever	2004	132	W	2
Los Angeles Sparks	2004	132	W	2
Minnesota Lynx	2004	132	W	2
New York Liberty	2004	132	W	2
Phoenix Mercury	2004	132	W	2
Sacramento Monarchs	2004	132	W	2
San Antonio Silver Stars	2004	132	W	2
Seattle Storm	2004	132	W	2
Washington Mystics	2004	132	W	2
WNBA Enterprises, LLC	2005	130	J	2
Charlotte Sting	2005	130	W	2
Connecticut Sun	2005	130	W	2
Houston Comets	2005	130	W	2
Indiana Fever	2005	130	W	2
Los Angeles Sparks	2005	130	W	2
Minnesota Lynx	2005	130	W	2
New York Liberty	2005	130	W	2
Phoenix Mercury	2005	130	W	2
Sacramento Monarchs	2005	130	W	2
San Antonio Silver Stars	2005	130	W	2
Seattle Storm	2005	130	W	2
Tulsa Shock	2005	130	W	2
Washington Mystics	2005	130	W	2
WNBA Enterprises, LLC	2006	144	J	2
Charlotte Sting	2006	144	W	2
Chicago Sky	2006	144	W	2
Connecticut Sun	2006	144	W	2
Houston Comets	2006	144	W	2
Indiana Fever	2006	144	W	2
Los Angeles Sparks	2006	144	W	2
Minnesota Lynx	2006	144	W	2
New York Liberty	2006	144	W	2
Phoenix Mercury	2006	144	W	2
Sacramento Monarchs	2006	144	W	2
San Antonio Silver Stars	2006	144	W	2
Seattle Storm	2006	144	W	2
Tulsa Shock	2006	144	W	2

Claimant	Claim Year	Claim Number	Claim Type	Phase I Category
Washington Mystics	2006	144	W	2
<i>WNBA Enterprises, LLC</i>	2007	144	J	2
Chicago Sky	2007	144	W	2
Connecticut Sun	2007	144	W	2
Houston Comets	2007	144	W	2
Indiana Fever	2007	144	W	2
Los Angeles Sparks	2007	144	W	2
Minnesota Lynx	2007	144	W	2
New York Liberty	2007	144	W	2
Phoenix Mercury	2007	144	W	2
Sacramento Monarchs	2007	144	W	2
San Antonio Silver Stars	2007	144	W	2
Seattle Storm	2007	144	W	2
Tulsa Shock	2007	144	W	2
Washington Mystics	2007	144	W	2
<i>WNBA Enterprises, LLC</i>	2008	21	J	2
Atlanta Dream	2008	21	W	2
Chicago Sky	2008	21	W	2
Connecticut Sun	2008	21	W	2
Houston Comets	2008	21	W	2
Indiana Fever	2008	21	W	2
Los Angeles Sparks	2008	21	W	2
Minnesota Lynx	2008	21	W	2
New York Liberty	2008	21	W	2
Phoenix Mercury	2008	21	W	2
Sacramento Monarchs	2008	21	W	2
San Antonio Silver Stars	2008	21	W	2
Seattle Storm	2008	21	W	2
Tulsa Shock	2008	21	W	2
Washington Mystics	2008	21	W	2
<i>Women's National Basketball Association</i>	2009	14	J	2
Atlanta Dream	2009	14	W	2
Chicago Sky	2009	14	W	2
Connecticut Sun	2009	14	W	2
Indiana Fever	2009	14	W	2
Los Angeles Sparks	2009	14	W	2
Minnesota Lynx	2009	14	W	2
New York Liberty	2009	14	W	2
Phoenix Mercury	2009	14	W	2
Sacramento Monarchs	2009	14	W	2
San Antonio Silver Stars	2009	14	W	2
Seattle Storm	2009	14	W	2
Tulsa Shock	2009	14	W	2
Washington Mystics	2009	14	W	2

ORIGINAL

20 10/16/13

PICK & BOYDSTON, LLP
Brian D. Boydston (State Bar No. 155614)
10786 Le Conte Ave.
Los Angeles, CA 90024
(213) 624-1996
(213)624-9073 facsimile

6028
9/21/12

FILED
Los Angeles Superior Court

OCT 16 2013

John A. Clarke, Executive Officer/Clerk
By SHAUNYA WESLEY Deputy

Attorneys for Plaintiff WORLDWIDE SUBSIDY GROUP, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR COUNTY OF LOS ANGELES, CENTRAL DISTRICT

BC524626

WORLDWIDE SUBSIDY GROUP, LLC a
Texas Limited Liability Company, dba
INDEPENDENT PRODUCERS GROUP,

Plaintiffs,

v.

FEDERATION INTERNATIONALE DE
FOOTBALL ASSOCIATION, and DOES 1
through 20, inclusive,

Defendants.

CASE NO.
COMPLAINT FOR
1. BREACH OF CONTRACT
2. BREACH OF THE COVENANT OF
GOOD FAITH AND FAIR DEALING
3. DECLARATORY RELIEF

Plaintiff WORLDWIDE SUBSIDY GROUP, LLC a Texas Limited Liability Company, dba
INDEPENDENT PRODUCERS GROUP, as and for their Complaint alleges as follows:

THE PARTIES

- 1. WSG is informed and believes, and thereupon alleges, that Federation Internationale de Football Association ("FIFA") is and was at all times mentioned herein, an entity organized in Zurich Switzerland, doing business in the County of Los Angeles, in the State of California.
- 2. WSG is a Texas limited liability, and the successor in interest of all assets previously owned by Worldwide Subsidy Group, LLC, a California limited liability company doing business in the County of Los Angeles, in the State of California.

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DATE FILED: 10/16/13 08:45 AM
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COURT: LOS ANGELES SUPERIOR COURT
CLERK: SHAUNYA WESLEY
CASE NO: BC524626

10/17/2013

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Los Angeles Superior Court

OCT 18 2013

John A. Drake, Executive Officer/Clerk
Deputy
SHARON WESTLEY

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1 See Exhibit "B".

2 8. Pursuant to the Agreement, FIFA assigned its rights to collect Secondary Rights Royalties
3 to WSG and WSG undertook an obligation to collect said royalties in return for retaining a 20%
4 commission of the "Distribution Proceeds". See Exhibit "A", paragraph 4. FIFA warranted that it
5 retained the exclusive authority to the Distribution Proceeds, and had not previously granted such
6 authority to any third party. See Exhibit "A", paragraph 7. Upon WSG's request, FIFA was required
7 to provide any and all documents relating to distribution of FIFA's programs. See Exhibit "A",
8 paragraph 3.

9 9. The term of the Agreement was terminable upon completion of the first full calendar
10 semi-annual period following written notice by either party, subject to a minimum term of three (3)
11 years.

12 10. The nature of WSG's business is that it registers its claim to program royalties, and often
13 after many years of negotiations and administrative proceedings, such agencies issue royalty payments
14 (hereinafter "Distribution Proceeds"). Thus, royalties for claims made in "Year One" are generally not
15 collected for several years, and in many cases not until "Year Ten".

16 11. Given this inherent lag time for collection, the Agreement provided that WSG was
17 granted its authority to collect all Distribution Proceeds "applicable to the Term or prior to the Term,
18 irrespective of when such Distribution Proceeds are payable." See Exhibit "A", paragraph 1. This
19 provision was necessary to prevent the inequity of WSG making all the appropriate claims for FIFA-
20 owned programming, prosecuting such claims and protecting such claims from forfeiture, only to be
21 denied the benefit of the bargain should the Agreement be subsequently terminated prior to WSG's
22 receipt of program royalties derived from WSG's claims.

23 12. After entering into the Agreement, WSG dutifully filed secondary rights royalty claims
24 on behalf of FIFA-owned programming, including claims with the United States Copyright Office
25 applicable to the calendar years 2000 through 2012, as was required annually pursuant to the U.S.
26 Copyright Act. WSG made additional periodically-required filings with the U.S. Copyright Office, also
27 necessary to preserve FIFA's entitlement to Secondary Rights Royalties, pursuant to orders issued by
28 the U.S. Copyright Office, the Copyright Arbitration Royalty Panel, and the Copyright Royalty Board.

1 FIFA's entitlement to Secondary Rights Royalties were preserved exclusively by WSG's filings, and in
2 the absence of WSG's filings, FIFA's claims to Secondary Rights Royalties would have been statutorily
3 forfeited pursuant to the U.S. Copyright Act and the orders of other governing bodies. To the extent
4 necessary, WSG thereafter participated in negotiations with the various entities and rival claimants, and
5 prosecuted the claims related to the FIFA-owned programming.

6 13. On or about September 22, 2011, the Copyright Royalty Board issued an order
7 announcing the "Negotiation Period" for distribution of U.S. cable retransmission royalties attributable
8 to calendar years 2000-2003. In connection therewith, WSG contacted FIFA for the purpose of
9 requesting additional information relating to FIFA's personnel and programming.

10 14. Despite WSG's efforts and requests for information, on or about May 8, 2012, FIFA
11 denied the existence of any agreement between the parties, irrespective of FIFA's direction to WSG
12 dated July 31, 2001. In addition thereto, FIFA subsequently refused to confirm its entitlement to
13 Distribution Proceeds attributable to FIFA "World Cup Soccer" broadcasts, and refused to produce
14 documents that would confirm its ownership to certain "World Cup Soccer" broadcasts. On or about
15 September 21, 2012, FIFA submitted an affidavit to the Copyright Royalty Board denying WSG's
16 authority to make claim for FIFA programming and, as a result, all WSG claims for 2000-2003 U.S.
17 cable retransmission royalties for FIFA programming were dismissed by the Copyright Royalty Board.

18 15. On October 2, 2013, WSG informed FIFA that additional Secondary Rights Royalties,
19 relating to 2004-2009 cable retransmission royalties, and 2000-2009 satellite retransmission royalties,
20 would be forfeited if FIFA did not promptly acknowledge its prior engagement of WSG, or in the
21 absence of FIFA's cooperation. Notwithstanding, FIFA again confirmed that it would not acknowledge
22 WSG's prior engagement, or cooperate with WSG.

23 FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS
24 (Breach of Contract)

25 16. WSG incorporates herein by reference the allegations of paragraphs 1 through 15 as if
26 set forth in full here.

27 17. WSG and FIFA entered into the Agreement.

28 18. WSG performed all the duties it was obligated to perform pursuant to the Agreement.

19 / 17 / 2013

1 19. Paramount acquired all of the rights, obligations and liabilities of FIFA under the
2 Agreement.

3 20. By denying the existence of the Agreement, by refusing to confirm its ownership of the
4 "World Cup Soccer" broadcasts, by refusing to provide documentation affirming its ownership of the
5 "World Cup Soccer" broadcasts, and by refusing to cooperate with WSG, the Defendants breached the
6 Agreement, causing damages to WSG in an amount to be determined at trial, but not less than
7 \$4,000,000.

8 SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS

9 (Breach of Covenant of Good Faith and Fair Dealing)

10 21. WSG incorporates herein by reference the allegations of paragraphs 1 through 20 as if
11 set forth in full here.

12 22. Pursuant to the covenant of good faith and fair dealing, WSG and FIFA had a duty to each
13 other to do everything that their contractual relationship presupposed they would do to accomplish its
14 purpose.

15 23. The Defendants breached the covenant of good faith and fair dealing by denying the
16 existence of the Agreement, by refusing to confirm its ownership of the "World Cup Soccer" broadcasts,
17 by refusing to provide documentation affirming its ownership of the "World Cup Soccer" broadcasts,
18 and by refusing to cooperate with WSG.

19 24. By engaging in the aforementioned conduct, FIFA did not do everything that the
20 contractual relationship between WSG and FIFA presupposed it would do to accomplish the purpose
21 of the contractual relationship between WSG and FIFA.

22 25. Instead, by engaging in the aforementioned conduct, FIFA failed to do everything that
23 the contractual relationship between WSG and FIFA presupposed it would do to accomplish its purpose
24 and, as a result, WSG has been damaged in an amount to be determined at trial, but not less than
25 \$4,000,000.

26
27
28

1 THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS

2 (Declaratory Judgment)

3 26. WSG incorporates herein by reference the allegations of paragraphs 1 through 25 as if
4 set forth in full here.

5 27. An actual controversy exists between WSG and FIFA regarding whether or not:

6 (i) WSG and FIFA entered into an agreement in the form of the agreement attached hereto as
7 Exhibit A,

8 (ii) that FIFA is the owner of the "World Cup Soccer" telecasts, and

9 (iii) that as a result of such agreement, WSG retained the authority to make claim to Secondary
10 Rights Royalties attributable to the "World Cup Soccer" telecasts.

11 28. A judicial declaration on these subjects is necessary and appropriate to enable the
12 respective parties to enforce their rights with regard to United States Copyright Office's Cable Royalty
13 Funds and Satellite Royalty Funds.

14
15 Wherefore, WSG prays for judgment against the Defendants, as follows:

16 1. For general damages in a sum to be determined according to proof at trial, but not less
17 than \$4,000,000.00;

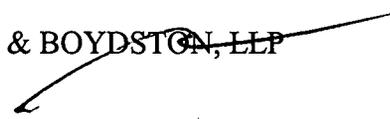
18 2. For the costs of suit herein;

19 3. For a declaration that (i) WSG and FIFA entered into an agreement in the form of the
20 agreement attached hereto as Exhibit A, (ii) that FIFA is the owner of the "World Cup Soccer" telecasts,
21 and (iii) that as a result of such agreement, WSG retained the authority to make claim to Secondary
22 Rights Royalties attributable to the "World Cup Soccer" telecasts; and

23 4. For such other and further relief as the Court may deem just and proper.
24

25 Dated: October 11, 2013

PICK & BOYDSTON, LLP

26 By 

27 Brian D. Boydston
28 Attorneys for Plaintiffs WORLDWIDE
SUBSIDY GROUP, LLC a Texas
Limited Liability Company

1971712913

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EXHIBIT A

Representation Agreement

The following shall set forth the agreement between Worldwide Subsidy Group ("WSG") and Federation Internationale de Football Association ("Principal"), dated as of July 31, 2001.

1. Authorization: Principal hereby grants and assigns WSG the right to apply for and collect any and all monies distributed by audiovisual copyright collection societies throughout the world (e.g., monies derived from rights set forth on Exhibit "A" hereto) for all audiovisual works owned and/or distributed by Principal (the "Programs"). Monies received by WSG pursuant to such authorization are referred to herein as the "Distribution Proceeds". The foregoing authorization shall apply to Distribution Proceeds applicable to the Term or prior to the Term, irrespective of when such Distribution Proceeds are payable.
2. Term: The term of this Agreement shall commence upon the date hereof and terminate upon completion of the first full calendar semi-annual period following written notice by either party that the Agreement is terminated, provided that the Term shall be for a period of no less than three (3) years.
3. Distribution Information: Principal will promptly inform WSG of additional Programs owned and/or distributed by Principal. Promptly following WSG's request therefor, Principal shall provide WSG pertinent information regarding the Programs that will assist in the application for and collection of Distribution Proceeds, including the number of episodes produced (if applicable), the director(s), writer(s) and actor(s) for the Program, a list of each territory for which each Program is being distributed and the identity of the local distributor. Upon further request by WSG, Principal shall provide WSG any and all documents relating to the distribution of Programs in a territory.
4. Compensation to Principal/WSG: In consideration of the foregoing, WSG shall remit to Principal eighty percent (80%) of the Distribution Proceeds. WSG makes no representation as to the existence or amount of Distribution Proceeds.
5. Accounting and Payments: WSG shall account for and make payment of Principal's share of the Distribution Proceeds within thirty (30) days after each quarter-annual period during which Distribution Proceeds are received following execution of this Agreement. Upon reasonable notice, Principal shall be entitled to inspect the books and records of WSG relating to the collection of the Distribution Proceeds, provided that the books and records relating to any statement rendered hereunder may only be inspected once, that inspection for all statements occur no frequently than once in any given calendar year, and that such right terminate with respect to any statement remitted hereunder two (2) years following Principal's receipt of such statement. All statements remitted hereunder shall be deemed approved and subject to no further claim by Principal unless objection thereto is made within two (2) years following Principal's receipt

10/17/2013

EX-A

of such statement.

6. Confidentiality: Principal and WSG agree that neither party shall reveal the terms of this agreement to any third party unless required to do so by the authority of a court of competent jurisdiction or an agency seeking verification of WSG's engagement hereunder. Notwithstanding the foregoing, WSG shall be entitled to reveal relevant portions of this agreement to third parties for the specific purpose of verifying WSG's engagement hereunder, and in order to release Distribution Proceeds claimed hereunder.
7. Representations and Warranties: Principal warrants that Principal retains the exclusive authority to the Distribution Proceeds, and has not previously conveyed the right to collect the Distribution Proceeds to any third party.
8. Additional Documents: Principal agrees to execute such additional documents as are necessary in WSG's good faith discretion to evidence Principal's grant of authorization herein. If Principal has failed to execute such additional documents within fourteen (14) days following WSG's submission of such documents to Principal, WSG is hereby authorized to execute such documents on Principal's behalf.
9. Payment Authorization: If WSG receives payments pursuant to this agreement by check made payable directly to Principal, Principal hereby grants WSG the nonexclusive and limited authority to endorse and deposit such checks into WSG's account.
10. Notices: Notices hereunder shall be in writing, and be deemed effective when received. Notices to WSG shall be to Worldwide Subsidy Group, 9903 Santa Monica Blvd., Ste. 655, Beverly Hills, California 90212. Notices to Principal shall be to Federation Internationale de Football Association, FIFA House, 11 Hitzigug, 8030, Zurich, Switzerland, Attn.: Roger Feiner.
11. Law and Jurisdiction: The parties hereto agree that any interpretation of this Agreement shall be governed by California law, subject to the exclusive personal and subject matter jurisdiction of state and federal courts located in Los Angeles County, California.

10/17/2013

If the foregoing comports with your understanding of this matter, please so signify by signing below.

Worldwide Subsidy Group ("WSG")

Federation Internationale de Football
Association (Principal)

By: _____
An Authorized Signatory

By: _____
An Authorized Signatory

10/17/2013

EXHIBIT "A"

1. Cable and Satellite Retransmission Royalties. Royalties and charges imposed by law with respect to the retransmission by cable or satellite of terrestrial broadcast signals.
2. Private Copying Levies. Levies and charges imposed by law on the distribution of blank videocassettes, videodiscs and playback devices, designed to compensate for the private copying of audiovisual works.
3. Educational Institution Levies. Royalties imposed by law with respect to the copying of audiovisual works from television broadcasts or retransmissions, where such copying is made by, or on behalf of, educational institutions.
4. Rental and Lending Levies. Royalties imposed by law with respect to the rental or lending of videocassettes and videodiscs to consumers.
5. Public Performance Television Royalties. Royalties imposed by law with respect to the exhibition to the public of audiovisual works by television broadcasts in publicly accessible businesses or establishments.
6. Public Performance Video Royalties. Royalties imposed by law with respect to the exhibition to the public of audiovisual works by video broadcasts in publicly accessible businesses or establishments.
7. Theatrical Box Office Levies. Royalties and charges imposed by law on ticket sales to consumers for viewing motion pictures in theaters.

1977/2918

19/12/2013

Marian Oshita

From: "Martinka Bühler"
To: <moshita@bigplanet.com>
Sent: Tuesday, July 31, 2001 12:13 AM
Subject: Copyright Collectives

Dear Ms Oshita

We refer to your fax sent to Roger Feiner on 22 July 2001 concerning the above-mentioned matter.

FIFA is interested in testing the services of the Worldwide Subsidy Group in the administration of retransmission royalties. Please go ahead with the necessary steps and keep us informed about the proceedings and the outcome.

Thank you for your kind assistance.

Regards,
FIFA

Martinka Bühler
Marketing Division

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10/17/2010

EX.B

9/17/01

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Los Angeles Superior Court

OCT 16 2013

John A. Clarke, Executive Officer/Clerk
By SHAUNYA WESLEY Deputy

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Brian D. Boydston (SBN 155614)

Pick & Boydston, LLP
10786 Le Conte Avenue
Los Angeles, CA 90024

TELEPHONE NO: (213) 624-1996

FAX NO: (213) 624-9073

ATTORNEY FOR (Name): Plaintiff Worldwide Subsidy Group

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central District

CASE NAME:

Worldwide Subsidy Group v. Federation International De Football Assoc.

CASE NUMBER: PC524626

CIVIL CASE COVER SHEET

Complex Case Designation

Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

Auto (22)
 Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)
 Other employment (15)

Contract

Breach of contract/warranty (06)
 Rule 3.740 collections (09)
 Other collections (09)
 Insurance coverage (18)
 Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14)
 Wrongful eviction (33)
 Other real property (26)

Unlawful Detainer

Commercial (31)
 Residential (32)
 Drugs (38)

Judicial Review

Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)
 Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental/Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)
 Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): THREE (3)

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 11, 2013

Brian D. Boydston, Esq.

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Los Angeles Superior Court

OCT 2 2013

Shawna Westley
Deputy
San A. Clarke Executive Officer

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE: WSG v. FEDERATION INTERNATIONAL DE FOOTBALL ASSOC	CASE NUMBER
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:
 JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 5 HOURS / DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides. | 6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office |
|---|---|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

ORIGINAL

Auto Tort

 Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

WSG v. FEDERATION INTERNATIONAL DE FOOTBALL ASSOC

CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

SHORT TITLE:

WSG v. FEDERATION INTERNATIONALE DE FOOTBALL ASSOC

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<p>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</p> <p><input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.</p>	<p>ADDRESS:</p> <p>9903 Santa Monica Blvd., Suite 655</p>
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CITY: Beverly Hills	STATE: CA	ZIP CODE: 90212
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Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the STANLEY MOSK courthouse in the CENTRAL District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: October 11, 2013



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

10/17/2013

1 PROSKAUER ROSE LLP
SCOTT P. COOPER (SBN 96905)
2 scooper@proskauer.com
JENNIFER L. ROCHE (SBN 254538)
3 jroche@proskauer.com
JACQUELYN N. FERRY (SBN 287798)
4 jferry@proskauer.com
2049 Century Park East, 32nd Floor
5 Los Angeles, CA 90067-3206
Telephone: (310) 557-2900
6 Facsimile: (310) 557-2193

7 MARGARET A. DALE (*pro hac vice*)
mdale@proskauer.com
8 11 Times Square
New York, NY 10036-8299
9 Telephone: (212) 969-3000
Facsimile: (212) 969-2900

10 Attorneys Specially Appearing for Defendant
11 FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 WORLDWIDE SUBSIDY GROUP,
15 LLC, a Texas Limited Liability
Company, dba INDEPENDENT
16 PRODUCERS GROUP,

17 Plaintiff,

18 v.

19 FÉDÉRATION INTERNATIONALE DE
20 FOOTBALL ASSOCIATION, and Does
1 through 20, inclusive,

21 Defendants.

) Case No. 2:14-cv-00013-MMM-MAN

) Hon. Margaret M. Morrow

) **DEFENDANT FÉDÉRATION**
) **INTERNATIONAL DE**
) **FOOTBALL ASSOCIATION'S**
) **NOTICE OF MOTION AND**
) **MOTION TO DISMISS**
) **PLAINTIFF'S COMPLAINT**
) **PURSUANT TO FED. R. CIV. P.**
) **12(b)(2) AND (6);**
) **MEMORANDUM OF POINTS**
) **AND AUTHORITIES IN**
) **SUPPORT THEREOF**

) [Declarations of Markus Kattner and
) Jennifer L. Roche and [Proposed]
) Order filed concurrently herewith]

) Date: April 28, 2014
) Time: 10:00 a.m.
) Courtroom: 780

) Complaint Filed: October 16, 2013

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TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on April 28, 2014 at 10:00 a.m., or as soon thereafter as the matter can be heard in the courtroom of U.S. District Judge Margaret M. Morrow, Courtroom 780, 255 East Temple Street, Los Angeles, California, 90012, defendant Fédération Internationale de Football Association (“FIFA”) will specially appear for the sole purpose of moving this Court pursuant to Rules 12(b)(2) and (6) of the Federal Rules of Civil Procedure to dismiss the Complaint of plaintiff Worldwide Subsidy Group, LLC (“WSG”) on the grounds of lack of personal jurisdiction and failure to state a claim for which relief can be granted. The grounds for this motion are that (1) this Court lacks power to exercise personal jurisdiction over FIFA in this action, as no constitutionally sufficient basis for jurisdiction exists between FIFA and the State of California; and (2) the Complaint fails to allege the existence of a valid contract between FIFA and WSG and WSG is therefore unable state a claim for breach of contract, breach of the covenant of good faith and fair dealing, or for a judicial declaration regarding the purported contract.

FIFA’s only appearances have been to present a Notice of Removal, a Stipulation and Proposed Order extending its time to plead, and this Motion.

This motion is made following a conference of counsel pursuant to Local Rule 7-3, which took place on January 30, 2014.

//////////

1 This Motion is based upon this Notice, the attached Memorandum of Points
2 and Authorities, the Declarations of Markus Kattner and Jennifer L. Roche filed
3 concurrently herewith, the pleadings herein, any further documents that may be
4 filed in support of this Motion, and oral argument to be made at the noticed
5 hearing.

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DATED: February 10, 2014

PROSKAUER ROSE LLP
SCOTT P. COOPER
MARGARET A. DALE
JENNIFER L. ROCHE
JACQUELYN N. FERRY

By: /s/

Jennifer L. Roche
Attorneys for Defendant
Fédération Internationale de Football
Association

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 10 407 F.3d 1027 (9th Cir. 2005) 12

11 *Leroy-Garcia v. Brave Arts Licensing*,
 12 No. C 13-01181 LB, 2013 U.S. Dist. LEXIS 109872 (N.D. Cal. Aug. 5,
 2013) 9

13 *Mavrix Photo, Inc. v. Brand Tech., Inc.*,
 14 647 F.3d 1218 (9th Cir. 2011) 5

15 *McGlinchy v. Shell Chem. Co.*,
 16 845 F.2d 802 (9th Cir. 1988) 9

17 *North Am. Lubricants Co. v. Terry*,
 18 Civ. No. 11-1284, 2012 WL 1108918 (E.D.Cal. Apr. 2, 2012) 4

19 *Pareto v. FDIC*,
 20 139 F.3d 696 (9th Cir. 1998) 11

21 *Roth v. Garcia Marquez*,
 22 942 F.2d 617 (9th Cir. 1991) 8, 9, 10, 11

23 *Salesbrain, Inc. v. AngelVision Techs.*,
 24 No. C 12-05026 LB, 2013 U.S. Dist. LEXIS 40607 (N.D. Cal. Mar. 21,
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 26 374 F.3d 797 (9th Cir. 2004) 4, 5, 8

27 *Sher v. Johnson*,
 28 911 F.2d 1357 (9th Cir. 1980) 3, 8

1 *SOAProjects, Inc. v. SCM Microsystems, Inc.*,
 2 2010 U.S. Dist. LEXIS 133596 (N.D. Cal. Dec. 7, 2010) 13

3 *St. Claire v. Gilead Scis., Inc. (In re Gilead Scis. Sec. Litig.)*,
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9 **STATE CASES**

10 *Bustamante v. Intuit, Inc.*,
 11 141 Cal. App. 4th 199 (2006) 13, 14

12 *Ersa Grae Corp. v. Fluor Corp.*,
 13 1 Cal. App. 4th 613 (1991) 13

14 *Escondido Mutual Water Co. v. George A. Hillebrecht, Inc.*,
 15 241 Cal. App. 2d 410 (1966) 16

16 *Harris v. Time*,
 17 191 Cal. App. 3d 449 (1987) 15

18 *Pac. States Enters., Inc. v. City of Coachella*,
 19 13 Cal. App. 4th 1414 (1993) 16

20 *Sterling v. Taylor*,
 40 Cal. 4th 757 (2006) 13

21 **STATUTES**

22 California Civil Code
 23 § 1624(a)(1) 12

24 **OTHER AUTHORITIES**

25 Federal Rules of Civil Procedure
 26 Rule 12(b)(2) 1, 4
 27 Rule 12(b)(6) 1, 11

28 Rest. 2d Contracts § 54 14

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MEMORANDUM OF POINTS AND AUTHORITIES

Defendant Fédération Internationale de Football Association (“FIFA”), by its undersigned counsel, respectfully submits this memorandum of law in support of its motion to dismiss the Complaint of Worldwide Subsidy Group, LLC (“WSG or “Plaintiff”).¹

I. INTRODUCTION

FIFA is the international governing body of association football (known in the United States as soccer). Plaintiff’s Complaint should be dismissed for two independent reasons. First, the Complaint should be dismissed pursuant to Fed. R. Civ. P. 12(b)(2) for lack of personal jurisdiction. FIFA is a Swiss entity that is not incorporated in and does not have its principal place of business in California, and thus this case does not satisfy either of the paradigm bases, as recently affirmed by the Supreme Court, for the exercise of general jurisdiction. Any incidental contacts FIFA has with California are insufficiently substantial and continuous to meet the demanding standard required to establish general jurisdiction over a non-resident defendant. The exercise of specific jurisdiction is also inappropriate as FIFA did not undertake to transact business with WSG in California, and thus did not purposefully avail itself of the privilege of conducting business in California related to WSG, and because jurisdiction over FIFA here would be unreasonable. Therefore, no basis exists for the Court to exercise jurisdiction over FIFA.

Separately, WSG’s Complaint, based on a purported written Representation Agreement that FIFA is not alleged ever to have signed, should be dismissed pursuant to Rule 12(b)(6) for failure to state a claim. The supposed Representation Agreement plainly fails to satisfy the statute of frauds. And Plaintiff has alleged no facts to support its naked allegation that FIFA entered into the Representation Agreement by way of a 2001 email that makes no reference to the alleged

¹ WSG filed its Complaint in the Superior Court for the County of Los Angeles on October 16, 2013. FIFA was served with the Complaint on December 4, 2013 and timely removed the action to this Court on January 2, 2014. (*See* Dkt. Nos. 1-4.)

1 Representation Agreement, is inconsistent with the supposed terms of the
2 Representation Agreement, and does not constitute an enforceable agreement in its
3 own right. As a matter of law, the Complaint should therefore be dismissed on this
4 ground as well.

5 **II. STATEMENT OF FACTUAL BACKGROUND**

6 FIFA has no relevant jurisdictional contacts in California. FIFA is
7 headquartered in Zurich, Switzerland and is organized under the laws of
8 Switzerland. (Declaration of Markus Kattner (“Kattner Decl.”) ¶¶ 2-3.) Contrary
9 to Plaintiff’s conclusory allegation, made on information and belief, that FIFA is
10 “doing business” in Los Angeles (Compl. ¶ 1), FIFA in fact has no offices,
11 employees or property in California, is not licensed to do business in California,
12 maintains no bank accounts in California, and does not pay California state taxes.
13 (Kattner Decl. ¶ 4.) FIFA, in fact, is not resident anywhere in the United States.
14 (*Id.*) FIFA operates a website that is generally available worldwide, including to
15 California residents, and FIFA maintains a number of agreements with select
16 California entities unrelated to WSG. (*Id.* ¶¶ 5-6.)

17 The Complaint contains no non-conclusory factual allegations that FIFA
18 conducted or engaged in any business or transactions in California related to
19 Plaintiff’s claims. Plaintiff admits that it solicited FIFA, not the other way around,
20 regarding the collection of cable and satellite transmission royalties for FIFA
21 programs, and specifically, World Cup Soccer broadcasts. (Compl. ¶ 7.)
22 Moreover, Plaintiff alleges no facts supporting its claim that WSG and FIFA
23 entered into the purported “Representation Agreement” anywhere, let alone in
24 California. The purported Representation Agreement is unsigned (Compl. Ex. A),
25 and the Complaint does not allege that FIFA ever signed it. Instead, the
26 Complaint’s allegation that WSG and FIFA entered into a binding agreement is
27 based on a single email from FIFA on July 31, 2001 that contains no reference to
28

1 the Representation Agreement and contradicts the allegation that the parties
2 entered into any contract. (Compl. ¶ 7 and Ex. B.)

3 WSG also makes the conclusory allegation that prior to FIFA allegedly
4 engaging WSG “pursuant to the terms of the [Representation] Agreement,” it and
5 FIFA negotiated the terms of the alleged agreement and that “WSG modified its
6 format agreement according to the instructions of FIFA personnel” (Compl. ¶ 7),
7 but Plaintiff does not aver the substance of these alleged negotiations, who was
8 involved in them or how the form agreement was allegedly modified. Plaintiff
9 does not allege that FIFA ever met with any WSG representatives in California or
10 otherwise traveled to California relative to any alleged business with WSG. WSG
11 alleges no communications between it and FIFA other than by email and fax, and
12 attaches only a single email to the Complaint. After the July 2001 email, the
13 Complaint does not allege that WSG and FIFA had any further contact until
14 sometime after September 22, 2011, *over ten years after the parties allegedly*
15 *entered into the Representation Agreement*, when WSG claims it contacted FIFA
16 to request additional information. (Compl. ¶¶ 13-14.)

17 WSG is a Texas entity and the successor in interest to Worldwide Subsidy
18 Group, LLC, a California limited liability company that was canceled in 2008.
19 (Compl. ¶1; Declaration of Jennifer L. Roche, ¶ 2 and Ex. A.)

20 **III. ARGUMENT**

21 **A. WSG’s Complaint Should Be Dismissed Because**
22 **This Court Lacks Personal Jurisdiction Over FIFA**

23 **1. Legal Standard For The Exercise of Personal Jurisdiction**

24 There are two limitations on a court’s exercise of personal jurisdiction in
25 California over a non-resident defendant: the state long-arm statute and principles
26 of due process. *Sher v. Johnson*, 911 F.2d 1357, 1361 (9th Cir. 1980). Because
27 California’s long-arm statute is co-extensive with federal due process
28 requirements, the jurisdictional analyses are the same under state and federal law.

1 *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 800-01 (9th Cir. 2004).
2 Once personal jurisdiction is challenged, it is the plaintiff’s burden to demonstrate
3 that the exercise of jurisdiction is appropriate, by providing facts, through affidavit
4 or otherwise, that satisfy plaintiff’s burden. *CollegeSource, Inc. v. AcademyOne,*
5 *Inc.*, 653 F.3d 1066, 1073 (9th Cir. 2011); *Amba Marketing Systems, Inc. v. Jobar*
6 *Intern., Inc.*, 551 F.2d 784 (9th Cir. 1977).

7 In evaluating the plaintiff’s showing, conclusory allegations in the complaint
8 are to be disregarded. *North Am. Lubricants Co. v. Terry*, Civ. No. 11-1284, 2012
9 WL 1108918, at *4 (E.D.Cal. Apr. 2, 2012) (citations omitted). And “[w]hen there
10 is a conflict between the complaint and an affidavit, plaintiff cannot rely on the
11 complaint to establish jurisdictional facts.” *Id.* (citing *Data Disc*, 557 F.2d at 1284
12 (9th Cir. 1977)). As discussed below, WSG cannot demonstrate a sufficient basis
13 for the exercise of either general or specific jurisdiction over FIFA. Thus, the
14 Complaint should be dismissed pursuant to Fed. R. Civ. P. 12(b)(2).

15 **2. The Court May Not Exercise General Jurisdiction**
16 **Because FIFA Does Not Maintain Sufficient Business**
17 **Contacts Within California**

18 As the U.S. Supreme Court recently confirmed, the exercise of general
19 jurisdiction over a foreign entity is appropriate “only when the corporation’s
20 affiliations with the State in which suit is brought are so constant and pervasive ‘as
21 to render [it] essentially at home in the forum State.’” *Daimler AG v. Bauman.*,
22 No. 11-965, 2014 WL 113486, at *4 (U.S. Jan. 14, 2014) (citations omitted). In
23 the case of a corporation, the place of incorporation and the principal place of
24 business are the “paradigm bases for general jurisdiction.” *Id.* at *11
25 (acknowledging that only in an “exceptional case,” can operations in a state other
26 than an entity’s place of incorporation and principal place of business be so
27 substantial and of such a nature as to render an entity at home in that state too).

28 WSG cannot meet the “exacting” standard required to establish general
jurisdiction because the Complaint does not allege, and FIFA does not in fact have,

1 sufficiently substantial, continuous and systematic business contacts in California.
2 *CollegeSource*, 653 F.3d at 1074 (refusing to exercise general jurisdiction over a
3 defendant that had no offices or staff in California, was not registered to do
4 business and had no registered agent for service of process in California, and did
5 not pay California state taxes). *Accord Bancroft & Master, Inc. v. August Nat'l*
6 *Inc.*, 223 F.3d 1082, 1086 (9th Cir. 2000) (affirming lack of general jurisdiction
7 where defendant was not registered or licensed to do business in California, paid
8 no California taxes, maintained no bank accounts in California, and targeted no
9 print, television or radio advertising toward California).

10 FIFA is a Swiss association, with its principal place of business in Zurich,
11 Switzerland. (Kattner Decl. ¶¶ 2-3.) FIFA is not incorporated, domiciled, resident
12 or otherwise present in California. (*Id.* ¶ 4.) As was the case in *CollegeSource* and
13 *Bancroft*, FIFA has no offices or staff in California, is not registered to do business
14 in California, has no registered agent for service for process in California, does not
15 own any property in California, and does not pay any California state taxes. (*Id.*)
16 Consequently, under Supreme Court and Ninth Circuit precedent, there is no basis
17 for general jurisdiction over FIFA.

18 Moreover, any remote and incidental contacts with California that FIFA
19 might have are not sufficient to confer personal jurisdiction. For example, the
20 exercise of jurisdiction by a California court because FIFA operates an interactive
21 website available to California residents in the same manner that site is available to
22 the rest of the world (*see* Kattner Decl. ¶ 5), “would expose most large media
23 entities to nationwide general jurisdiction,” and is inconsistent with constitutional
24 due process requirements. *Mavrix Photo, Inc. v. Brand Tech., Inc.*, 647 F.3d 1218,
25 1226 (9th Cir. 2011). Likewise, FIFA’s contracts with certain California entities
26 unrelated to WSG and the allegations of this case (*see* Kattner Decl. ¶ 6) may
27 “constitute doing business *with* California, but do not constitute doing business *in*
28 California,” and do not establish a basis for general jurisdiction. *Bancroft*, 223

1 F.3d at 1086 (holding that the license agreements between the defendant and two
2 television networks and a handful of California vendors did not establish general
3 jurisdiction). *See also Schwarzenegger*, 374 F.3d at 801 (out-of-state company’s
4 contacts with California, which including sales contracts with California choice-of-
5 law provisions, retaining the services of a California marketing company and a
6 California sales training company, and maintaining a generally available website
7 fell “well short” of contacts sufficient to constitute presence in California). Here,
8 too, FIFA’s contracts with certain California entities unrelated to this case, and
9 FIFA’s website fall “well short” of the high bar WSG must meet to demonstrate a
10 basis for general jurisdiction.

11 There is no substantial, continuous and systematic forum activity sufficient
12 to render FIFA “at home” in California. Thus, there is no basis for the Court to
13 exercise general jurisdiction over FIFA.

14 **3. The Court May Not Exercise**
15 **Specific Jurisdiction Over FIFA**

16 WSG fares no better should it contend that the Court may exercise specific
17 jurisdiction over FIFA. WSG cannot rely on the jurisdiction clause of the
18 purported “Representation Agreement” because the Complaint does not allege that
19 FIFA ever signed that agreement. What the Complaint does aver is that after
20 allegedly negotiating the terms of the Representation Agreement:

21 Thereafter, FIFA engaged WSG on July 31, 2001 pursuant to the
22 terms of the [Representation] Agreement, wherein it forwarded an
23 email to WSG stating: “FIFA is interested in testing the services of
24 Worldwide Subsidy Group in the administration of retransmission
25 royalties. Please go ahead with the necessary steps and keep us
informed about the proceedings and the outcome.”

26 (Compl. ¶ 7 quoting Ex. B.) That email, however, omits any reference to the
27 Representation Agreement, and, as discussed *infra* at p. 14, in fact, is inconsistent
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1 with the purported written agreement. As demonstrated below, the Complaint
 2 does not allege facts that, if credited, plausibly show that the unsigned
 3 Representation Agreement is a binding contract between WSG and FIFA, and
 4 therefore the governing law and jurisdiction section of the Representation
 5 Agreement (Compl. Ex. A ¶ 11), cannot provide a basis for jurisdiction over FIFA.
 6 *See U.S. Merch. Sys., LLC v. A Furniture Homestore, LLC*, No. C 07-0991 CRB,
 7 2007 U.S. Dist. LEXIS 35511 (N.D. Cal. May 3, 2007) (no personal jurisdiction
 8 where the plaintiff offered no evidence to contradict the defendant’s evidence that
 9 it never signed the contract containing a forum selection clause).

10 Unable to rely on the terms of the purported Representation Agreement to
 11 establish personal jurisdiction, WSG must show that (1) FIFA purposefully availed
 12 itself of the privilege to conduct business in California; (2) WSG’s claims arise out
 13 of or result from FIFA’s forum-related activity; and (3) jurisdiction is reasonable.
 14 *Doe*, 248 F.3d at 923.

15 **a. FIFA Has Not Purposefully Availed Itself**
 16 **Of The Privilege Of Conducting Business In**
 17 **California Related To Plaintiff’s Claim**

18 Purposeful availment “requires a finding that the defendant ‘[has] performed
 19 some type of affirmative conduct which allows or promotes the transaction of
 20 business within the forum state.’” *Unocal*, 248 F.3d at 923 (quoting *Sher*, 911
 21 F.2d at 1362). The “prong is satisfied when a defendant takes deliberate actions
 22 within the forum state or creates continuing obligations to forum residents.”
 23 *Hirsch v. Blue Cross, Blue Shield*, 800 F.2d 1474, 1478 (9th Cir. 1986). “The
 24 purposeful availment analysis turns upon whether the defendant’s contacts are
 25 attributable to actions by the defendant *himself*, or conversely to the unilateral
 26 activity of another party.” *Roth v. Garcia Marquez*, 942 F.2d 617, 621 (9th Cir.
 27 1991) (quotation marks omitted) (emphasis in original). In the event a plaintiff can
 28 show purposeful availment, “the contacts constituting purposeful availment must
 be the ones that give rise to the current suit.” *Bancroft*, 223 F.3d at 1088.

1 Even if the July 2001 email were sufficient to constitute a contract, and as
2 explained below it is not, “[t]he mere existence of a contract with a party in the
3 forum state does not constitute sufficient minimum contacts for jurisdiction.”
4 *Sher*, 911 F.2d at 1362 (citing *Burger King*, 471 U.S. at 478). A showing of
5 purposeful availment with respect to an alleged contract typically consists of
6 evidence of the *defendant’s* actions, such as executing or performing the contract
7 in the forum. *Schwarzenegger*, 374 F.3d at 802. Prior negotiations, contemplated
8 future consequences, the terms of the contract, and the parties’ actual course of
9 dealing must all be evaluated. *Unocal*, 248 F.3d at 924 (quoting *Burger King*, 471
10 U.S. at 478-79). Because the purposeful availment inquiry focuses on whether the
11 contacts are attributable to the defendant’s action, a plaintiff’s solicitation of the
12 defendant to enter into a contract, rather than the defendant reaching out to the
13 plaintiff in the relevant forum, weighs against finding specific personal
14 jurisdiction. *Roth*, 942 F.2d at 620-21.

15 Here, the Complaint does not allege that FIFA engaged in any affirmative
16 conduct promoting business in California. Plaintiff admits that it solicited FIFA
17 (Compl. ¶ 7), a Swiss entity not resident or registered to do business in California
18 (Kattner Decl. ¶¶ 2, 4). The Complaint does not allege that any FIFA
19 representative was ever in California to negotiate with WSG; the only specific
20 contact alleged between WSG and FIFA occurred by fax or email. (Compl. ¶ 7.).
21 Such “use of mails, telephone or other international communications do not qualify
22 as purposeful activity.” *Roth*, 942 F.2d at 621-22; *see also Unocal*, 248 F.3d at
23 924 (no jurisdiction where, among other things, contract was entered into by fax
24 and telephone, or by meetings abroad). Moreover, the Complaint fails to allege
25 any subsequent course of dealing related to California. Instead, according to the
26 Complaint, after the parties allegedly entered into the Representation Agreement in
27 July 2001, WSG did not contact FIFA for over ten years and once WSG contacted
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1 FIFA, WSG was then informed that no agreement with FIFA exists. (Compl. ¶¶
2 13-14.)

3 Further, the 2001 email on which WSG purports to rely states only that
4 FIFA is interested in “testing” WSG’s services, without reference to the scope of
5 such testing, the time period over which it would occur, whether WSG would be
6 compensated for any testing, or any obligation to maintain a business relationship
7 with WSG thereafter. (Compl. ¶ 7 & Ex. B.) Nor does the Complaint allege that
8 the purported agreement identified or contemplated any particular or continuing
9 connection with California which would support a showing of purposeful
10 availment. *See, e.g., Roth*, 942 F.2d at 622 (finding purposeful availment in part
11 because most of future performance of the contract would have depended upon
12 activities in California); *see also Applied Elastomerics Inc. v. Z-Man Fishing*
13 *Prods., Inc.*, No. C 06-2469 CW, 2006 WL 2319233 (N.D. Cal. Aug. 10, 2006)
14 (same, where defendant created continuing obligations knowing many of them
15 could be carried out only in California).

16 Moreover, any alleged performance of the supposed contract by WSG in
17 California constitutes mere “unilateral activity” that cannot give rise to jurisdiction
18 over FIFA– it is the defendant’s activity that must provide the basis for
19 jurisdiction. *McGlinchy v. Shell Chem. Co.*, 845 F.2d 802, 816 (9th Cir. 1988)
20 (plaintiffs’ statement that they performed 90% of their activities in California, even
21 if accurate, constituted only unilateral activity.)

22 In short, the Complaint does not set forth any facts alleging that FIFA has
23 taken any deliberate action within California to promote the transaction of business
24 here. Because the Complaint does not allege facts plausibly indicating purposeful
25 availment by FIFA in California, there is no allegation of California-related
26 activity that would subject FIFA to specific personal jurisdiction in this State. *See*
27 *also Leroy-Garcia v. Brave Arts Licensing*, No. C 13-01181 LB, 2013 U.S. Dist.
28 LEXIS 109872, at *36 n.8 (N.D. Cal. Aug. 5, 2013) (court found lack of specific

1 jurisdiction without addressing the “related to forum activity” and
2 “reasonableness” prongs where plaintiffs did not meet their burden with respect to
3 the first prong of the specific jurisdiction test); *Salesbrain, Inc. v. AngelVision*
4 *Techs.*, No. C 12-05026 LB, 2013 U.S. Dist. LEXIS 40607, at *36 n.14 (N.D. Cal.
5 Mar. 21, 2013) (same).

6 **b. The Exercise Of Personal**
7 **Jurisdiction Would Be Unreasonable**

8 Because Plaintiff cannot show purposeful availment by FIFA in California
9 related to Plaintiff’s claims, the Court need not reach the “reasonableness” prong
10 of the specific jurisdiction analysis. *Unocal*, 248 F.3d at 925. But even if the
11 Court were to consider it, the majority of the seven factors applied in this Circuit to
12 test reasonableness (*see Roth*, 942 F.2d at 623), shows that the exercise of
13 jurisdiction in California over FIFA would be unreasonable.²

14 As shown above, FIFA has not interjected itself into California. Litigating
15 in California would be burdensome for FIFA, a Swiss organization not resident
16 anywhere in the United States. And, the sovereignty barrier is high and the
17 reasonableness of jurisdiction is undermined where, as here, the defendant is from
18 a foreign nation, rather than another state. *Amoco Egypt Oil Co. v. Leonis*
19 *Navigation Co.*, 1 F.3d 848, 852 (9th Cir. 1993). As the Ninth Circuit has
20 repeatedly instructed, “[g]reat care and reserve should be exercised when
21 extending our notions of personal jurisdiction into the international field.” *Roth*,

22 ² The factors considered in determining whether the exercise of jurisdiction would
23 be reasonable include:

- 24 1) the extent of the defendant's purposeful interjection into the forum
25 state's affairs; 2) the burden on the defendant; 3) conflicts of law
26 between the forum and defendant's home jurisdiction; 4) the forum's
27 interest in adjudicating the dispute; 5) the most efficient judicial
28 resolution of the dispute; 6) the plaintiff's interest in convenient and
effective relief; and 7) the existence of an alternative forum.

Roth, 942 F.2d at 623. A court must balance the seven factors; no one factor is
dispositive. *Id.*

1 942 F.2d at 623 (quoting *Asahi Metal Indus. Co. v. Super. Ct. of Cal.*, 480 U.S.
2 102, 115 (1987)).

3 In addition, California has little interest in adjudicating a dispute between
4 two non-resident parties (as noted, WSG is, and has been for over five years, a
5 Texas company). For the same reason, California would not provide the most
6 efficient resolution and is not important to Plaintiff's interest in convenient and
7 effective relief. Lastly, Plaintiff cannot meet its burden of showing the
8 unavailability of an alternate forum. *Id.* at 624. While Plaintiff may prefer
9 California to an alternative forum, that is not the test. *Id.* (finding this factor
10 weighed in favor of the defendants where the plaintiff had not shown he could not
11 litigate in Spain or Mexico).

12 As the relevant factors weigh heavily in favor of FIFA, the exercise of
13 personal jurisdiction over FIFA would be unreasonable.

14 **B. Alternatively, WSG's Complaint Should Be Dismissed Because**
15 **WSG Has Failed To State A Claim**

16 **1. Legal Standard For A Motion to Dismiss**
17 **Pursuant To Rule 12(b)(6)**

18 To survive a motion to dismiss under Fed. R. Civ. P. 12(b)(6), a plaintiff
19 must plead facts showing that its "right to relief [rises] above the speculative
20 level." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). A plaintiff must
21 show "more than a sheer possibility that a defendant has acted unlawfully."
22 *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). While the Court must accept material
23 *factual* allegations as true, pleadings that are "no more than conclusions, are not
24 entitled to the assumption of truth." *Id.* at 679; *see also Pareto v. FDIC*, 139 F.3d
25 696, 699 (9th Cir. 1998) ("conclusory allegations . . . and unwarranted inferences"
26 are insufficient). The Court need not accept as true allegations contradicted by
27 exhibits attached to the complaint. *St. Claire v. Gilead Scis., Inc. (In re Gilead*
28 *Scis. Sec. Litig.)*, 536 F.3d 1049, 1055 (9th Cir. 2008); *Appling v. Wachovia*

1 *Mortg., FSB*, 745 F. Supp. 2d 961, 967 (N.D. Cal. 2010). In reviewing a motion to
2 dismiss, the Court may not assume that a plaintiff can prove facts not alleged.
3 *Associated Gen. Contractors of Cal., Inc. v. Cal. State Council of Carpenters*, 459
4 U.S. 519, 526 (1983); *Jack Russell Terrier Network v. Am. Kennel Club, Inc.*, 407
5 F.3d 1027, 1035 (9th Cir. 2005) (same).

6 **2. Plaintiff Has Not Pleaded Facts Plausibly**
7 **Alleging the Existence of A Valid Contract**

8 The existence of a valid contract is a necessary element of a breach of
9 contract claim. *Clark v. Countrywide Home Loans, Inc.*, 732 F. Supp. 2d 1038,
10 1043 (E.D. Cal. 2010) (citing *McKell v. Wash. Mut., Inc.*, 142 Cal. App. 4th 1457,
11 1489 (2006)). Here, Plaintiff has failed to allege a valid contract.

12 **a. The Alleged Representation Agreement**
13 **Violates The Statute Of Frauds**

14 Plaintiff's claims rely on the *unsigned* "Representation Agreement."
15 (Compl. Ex. A.) This purported agreement was for a term of no less than three
16 years (*id.*, ¶ 2), and is therefore invalid and unenforceable because it violates the
17 statute of frauds. Cal. Civ. Code §1624(a)(1) ("An agreement that by its terms is
18 not to be performed within a year from the making thereof" "is invalid unless [the
19 contract], or some note or memorandum thereof, [is] in writing and subscribed by
20 the party to be charged"). Cal. Civ. Code §1624(a)(1).

21 Although there are unusual instances in which several papers, only one of
22 which is signed by the party to be charged, may be considered together to
23 constitute an adequate memorandum of a contract, the unsigned "Representation
24 Agreement" cannot be read in conjunction with the July 31, 2001 email to satisfy
25 the statute of frauds. That is because the email does not even refer to the
26 Representation Agreement. *Straus v. de Young*, 155 F. Supp. 215 (C.D. Cal. 1957)
27 (three signed letters insufficient to constitute a memorandum required by statute of
28 frauds where the letters did not mention or refer to the alleged oral agreement).

1 Nor does the 2001 email, standing alone, constitute a memorandum of the parties’
2 purported agreement sufficient to satisfy the statute of frauds. Such a
3 memorandum must identify the subject of the agreement, show that the parties
4 made a contract, and state the essential terms of the contract with reasonable
5 certainty. *Sterling v. Taylor*, 40 Cal. 4th 757, 766 (2006); accord *SOAProjects,*
6 *Inc. v. SCM Microsystems, Inc.*, 2010 U.S. Dist. LEXIS 133596 (N.D. Cal. Dec. 7,
7 2010). As discussed below, the July 2001 email fails to meet these requirements.

8 **b. The July 2001 Email Does**
9 **Not Constitute A Valid Contract**

10 The July 2001 email neither brings the Representation Agreement within the
11 statute of frauds nor itself constitutes a valid and enforceable agreement.

12 First, “[c]ontract formation requires mutual consent, which cannot exist
13 unless the parties ‘agree upon the same thing in the same sense.’” *Bustamante v.*
14 *Intuit, Inc.*, 141 Cal. App. 4th 199, 208 (2006) (quoting Cal. Civ. Code § 1580).
15 “In order for a contract to form, there must be a meeting of the minds with an
16 intent to be bound by a legally enforceable agreement.” *Chaganti v. i2 Phone Int’l,*
17 *Inc.*, 635 F. Supp. 2d 1065, 1071 (N.D. Cal. 2007).

18 Second, a contract’s terms are only sufficiently certain “if they provide a
19 basis for determining the existence of a breach and for giving an appropriate
20 remedy.” *Bustamante*, 141 Cal. App. 4th at 209. But if a supposed contract “does
21 not provide a basis for determining what obligations the parties have agreed
22 to...there is no contract.” *Id.*; see also *Ersa Grae Corp. v. Fluor Corp.*, 1 Cal.
23 App. 4th 613, 623 (1991) (a contract is sufficiently definite when the court can
24 ascertain the parties’ obligations and determine whether they have been performed
25 or breached). Thus in *Bustamante*, the court found the purported agreement
26 indefinite despite plaintiff’s assertion that the contract “was simple and had certain
27 terms” in that the parties agreed to “take all steps necessary to obtain adequate
28 funding to formally launch the company.” *Bustamante*, 141 Cal. App. 4th at 209-

1 10. The court questioned what steps were necessary, how it could be ascertained
2 whether a party complied with this term, and how long they had to continue to seek
3 adequate funding. *Id.* at 210. “The conditions for performance [were] fatally
4 uncertain.” *Id.*

5 WSG fails sufficiently to allege that the parties agreed to the same thing or
6 that they agreed to be bound by any agreement. Contrary to Plaintiff’s allegation,
7 the July 2001 email does not indicate consent to, and is in fact, inconsistent with,
8 the Representation Agreement. The unsigned Representation Agreement purports
9 to assign WSG the right to apply for and collect royalties for an indefinite period,
10 but in all events for a term of no less than three years. The email, on the other
11 hand, contemplates only a possible “test” of WSG’s potential services, a test that
12 itself never occurred. There are no terms in the email identifying what the parties’
13 respective obligations are, how FIFA would evaluate WSG’s services, for what
14 period the parties would be obligated, or how a court would determine whether the
15 parties’ obligations had been adequately performed. A purported agreement based
16 on the 2001 email would be “fatally uncertain” and too indefinite to enforce.

17 The email also instructs WSG to keep FIFA informed about the proceedings
18 and the outcome of the test. Plaintiff does not allege that it ever kept FIFA
19 apprised of its alleged yearly performance under the contract. Even if the July
20 2001 email conveyed a sufficiently definite offer from FIFA inviting WSG’s
21 acceptance by performance (and as discussed, it does not), WSG’s purported
22 performance for ten years without notice to FIFA not only contradicts FIFA’s
23 express instruction, but invalidates any alleged contract based on that email. FIFA
24 had no adequate means of learning of WSG’s performance with reasonable
25 promptness and certainty, and the very allegations of the Complaint contradict any
26 possible argument that WSG provided timely notification. *See Rest. 2d Contracts*
27 §54 (notification to offerer of acceptance is necessary under such circumstances
28 even where offer invites acceptance by performance). Absent the requisite notice

1 of performance, such an offerer can treat the offer as having lapsed and no contract
2 is formed. *See Harris v. Time*, 191 Cal. App. 3d 449, 455-457 (1987) (sustaining
3 demurrer to breach of contract where defendant had no means of learning of
4 acceptance by performance and plaintiffs’ did not provide notice within a
5 reasonable period of time).

6 Ultimately, Plaintiff relies for its claim only on its naked conclusion –
7 devoid of any specific factual allegations – that FIFA’s July 2001 email “engaged
8 WSG ... pursuant to the terms of the [Representation] Agreement” (Compl. ¶ 7.)
9 Plaintiff omits any well-pleaded factual allegations to establish the existence of a
10 valid agreement between the parties, rendering its Complaint fatally deficient.
11 *Twombly*, 550 U.S. at 555 (legal conclusions are not entitled to the assumption of
12 truth and are insufficient to state a claim for relief). Plaintiff’s allegations,
13 moreover, do not state a plausible claim. *Id.* at 556.

14 It is not reasonable to infer, for example, that FIFA would have agreed to a
15 contract of many years duration by a simple email that (i) made no reference to the
16 Representation Agreement that supposedly documented the parties’ “deal”, and (ii)
17 contained language fundamentally inconsistent with the notion of a deal that would
18 bind FIFA for over a decade. The admitted lack of communication between the
19 parties for over ten years following the July 2001 email further demonstrates the
20 implausibility of Plaintiff’s contract claim.

21 In sum, the unexecuted Representation Agreement is unenforceable, and the
22 July 2001 email does not indicate mutual consent to a sufficiently certain
23 agreement sufficient to constitute a valid and enforceable agreement, and itself
24 violates the statute of frauds. Plaintiff has failed to allege facts sufficient to state a
25 claim for breach of contract. As such the breach of contract claim must be
26 dismissed.

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c. Plaintiff’s Claim of Breach Of The Covenant Of Good Faith And Fair Dealing Fails Because It Requires The Existence Of A Valid Contract

“[A] cause of action for a breach of the implied contractual covenant of good faith and fair dealing cannot be stated in the absence of a valid contract to which the covenant appertains.” *Pac. States Enters., Inc. v. City of Coachella*, 13 Cal. App. 4th 1414, 1425 (1993). A claim for breach of the covenant also “cannot merely duplicate a breach of contract claim because it would be superfluous.” *Crescent Woodworking Co., LTD v. Accent Furniture, Inc.*, No. EDCV 04-01318 DDP (PJWx), 2005 U.S. Dist. LEXIS 45840, at *9 (C.D. Cal. Dec. 7, 2005) (citing *Guz v. Bechtel Nat’l, Inc.*, 24 Cal. 4th 317, 351-52 (2000)). Here, Plaintiff’s purported breach of contract and breach of the covenant claim are co-extensive. (Cf. Compl. ¶ 20 and ¶ 23.) Because no valid contract is alleged, there can be no breach of contract, and thus the duplicative claim for the breach of the covenant of good faith and fair dealing also fails.

d. Plaintiff’s Declaratory Judgment Claim Likewise Fails Because It Is Premised On The Existence Of A Valid Contract

Where a plaintiff seeks a judicial determination of the rights and obligations under a purported contract, and the court determines that plaintiff has failed to allege the existence of a contractual relationship, the declaratory relief claim must be dismissed. *Howard v. First Horizon Home Loan Corp.*, No. 12-cv-05735-JST, 2013 U.S. Dist. LEXIS 85585, at *16 (N.D. Cal. June 18, 2013) (given that “declaratory relief is a remedy and not a cause of action,” such claim must fail where it is premised on a non-existent contract); *Escondido Mutual Water Co. v. George A. Hillebrecht, Inc.*, 241 Cal. App. 2d 410, 416 (1966) (holding that in order to maintain a declaratory action to determine the validity and construction of a contract, there must be an existing contract).

WSG’s declaratory judgment claim is based on the purported “Representation Agreement,” attached to the Complaint as Exhibit A, and seeks a

1 declaration that the parties entered into that agreement and that in that agreement,
2 WSG retained the authority to make royalty claims for royalties attributable to
3 FIFA World Cup Soccer telecasts. (Compl. ¶ 27.) As discussed above, the
4 Complaint does not allege facts which, if credited, plausibly demonstrate that FIFA
5 entered into the Representation Agreement. Consequently, WSG’s declaratory
6 relief action based on the existence of that agreement necessarily fails.

7 **IV. CONCLUSION**

8 For all of the foregoing reasons, FIFA respectfully requests that WSG’s
9 Complaint be dismissed with prejudice in its entirety.

10
11 DATED: February 10, 2014

PROSKAUER ROSE LLP
SCOTT P. COOPER
MARGARET A. DALE
JENNIFER L. ROCHE
JACQUELYN N. FERRY

12
13
14
15 By: /s/

16 Jennifer L. Roche
17 Attorneys for Defendant
Fédération Internationale de Football
Association

18
19
20
21
22
23
24
25
26
27
28

1 PICK & BOYDSTON, LLP
2 Brian D. Boydston (State Bar No. 155614)
3 10786 Le Conte Ave.
4 Los Angeles, CA 90024
5 (213) 624-1996
6 (213) 624-9073 fax

7 Attorneys for Plaintiff WORLDWIDE SUBSIDY GROUP, LLC

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 WORLDWIDE SUBSIDY GROUP,
11 LLC, a Texas Limited Liability
12 Company,

13 Plaintiff,

14 v.

15 FEDERATION INTERNATIONALE
16 DE FOOTBALL ASSOCIATION, and
17 DOES 1 through 20, inclusive,

Defendants.

CASE NO. 2:14-cv-00013-
MMM-MAN

Hon. Margaret M. Morrow

OPPOSITION TO MOTION TO
DISMISS COMPLAINT
PURSUANT TO FRCP 12(b)(2)
AND (6)

Hearing Date: 4/28/14
Time: 10:00 a.m.
Courtroom: 780

18 Plaintiff WORLDWIDE SUBSIDY GROUP, LLC¹ (“WSG” or “Plaintiff”), hereby
19 opposes the Motion of Defendant FEDERATION INTERNATIONALE DE FOOTBALL
20 ASSOCIATION (“FIFA” or “Defendant”) to Dismiss WSG’s Complaint herein.
21
22
23

24
25 ¹WSG is a Texas limited liability, and the successor in interest of all assets
26 previously owned by Worldwide Subsidy Group, LLC, a California limited liability
27 company. Until its dissolution and merger with WSG (Texas) in 2008, Worldwide
28 Subsidy Group, LLC (California) maintained offices in Los Angeles County, California,
and performed services from such location.

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INTRODUCTION

1
2 WSG is in the business of collecting various types of royalties distributed by
3 governmental and quasi-governmental agencies around the world, including but not
4 limited to royalties collected and distributed by the United States Copyright Office and
5 derived from the secondary transmission of audiovisual works by cable and satellite
6 systems (collectively, “Secondary Rights Royalties”). WSG secures the right to collect
7 such royalties from the owners of such audiovisual works, and is typically required to
8 expend significant monies in order to obtain data necessary to prosecute such rights.
9 WSG’s expenditures include but are not limited to the engagement of legal counsel to
10 represent WSG before entities overseen by the U.S. Library of Congress. (See WSG’s
11 Complaint herein, para. 5.)

12 Defendant FIFA is a professional sports organization, and while it demurely
13 characterizes itself as merely the “governing body of association football”, it is much
14 more: it is the *owner* of telecasts of its sponsored sporting events, including broadcasts
15 of “World Cup Soccer”. (See Complaint, para. 6.)

16 On or about January 18, 2001, WSG solicited FIFA for the purpose of representing
17 FIFA’s collection of Secondary Rights Royalties for “World Cup Soccer” broadcasts and
18 other FIFA-controlled events. After the negotiation of the terms of such engagement,
19 WSG modified its format agreement according to the instructions of FIFA personnel
20 (“the Agreement”). (See Complaint, Exhibit A thereto.) Thereafter, FIFA engaged WSG
21 on July 31, 2001 pursuant to the terms of the Agreement, wherein it forwarded an email
22 to WSG expressly referencing communications containing the fully negotiated agreement
23 between WSG and FIFA, and was signed electronically. The email stated:

24 “We refer to your fax sent to Roger Feiner on 22 July 2001 concerning the
25 above-mentioned matter. FIFA is interested in testing the services of
26 Worldwide Subsidy Group in the administration of retransmission royalties.
27 Please go ahead with the necessary steps and keep us informed about the
28 proceedings and the outcome.”

1 The email is signed “FIFA Martinka Buhler, Marketing Division. (See Complaint,
2 Exhibit B thereto.)

3 Pursuant to the Agreement, FIFA assigned its rights to collect Secondary Rights
4 Royalties to WSG and WSG undertook an obligation to collect said royalties in return
5 for retaining a 20% commission of the “Distribution Proceeds”. (See Complaint, para.
6 8.)

7 After entering into the Agreement, WSG dutifully filed secondary rights royalty
8 claims on behalf of FIFA-owned programming, including claims with the United States
9 Copyright Office applicable to the calendar years 2000 through 2012, as was required
10 annually pursuant to the U.S. Copyright Act. WSG made additional periodically-
11 required filings with the U.S. Copyright Office, also necessary to preserve FIFA’s
12 entitlement to Secondary Rights Royalties, pursuant to orders issued by the U.S.
13 Copyright Office, the Copyright Arbitration Royalty Panel, and the Copyright Royalty
14 Board.² FIFA’s entitlement to Secondary Rights Royalties were preserved exclusively
15 by WSG’s filings, and in the absence of WSG’s filings, FIFA’s claims to Secondary
16 Rights Royalties would have been statutorily forfeited pursuant to the U.S. Copyright
17 Act and the orders of other governing bodies. To the extent necessary, WSG thereafter
18 participated in negotiations with the various entities and rival claimants, and prosecuted
19 the claims related to the FIFA-owned programming. (See Complaint, para. 12.)

20 After a decade of relative dormancy, on or about September 22, 2011, the
21 Copyright Royalty Board issued an order announcing the “Negotiation Period” for
22 distribution of U.S. cable retransmission royalties attributable to calendar years 2000-

23
24 ²The collection of cable retransmission royalties and satellite retransmission
25 royalties are overseen by the Librarian of Congress and the U.S. Copyright Office. The
26 distribution of such royalties is also under their purview, and was effectuated by the
27 Copyright Arbitration Royalty Panel (“CARP”) until 2004, when the responsibility
28 therefore was transferred to a newly-created entity, the Copyright Royalty Board
 (“CRB”), a standing panel of three administrative law judges.

1 2003. (See Complaint, para. 13.)³ Such announcement effectively commenced the
2 administrative proceedings associated with such cable retransmission royalties, and in
3 connection therewith, WSG contacted FIFA for the purpose of requesting additional
4 information relating to FIFA's personnel and programming.

5 Despite WSG's efforts and requests for information, on or about May 8, 2012,
6 FIFA denied the existence of any agreement between the parties, irrespective of FIFA's
7 direction to WSG dated July 31, 2001. In addition thereto, FIFA subsequently refused
8 to confirm its entitlement to Distribution Proceeds attributable to FIFA "World Cup
9 Soccer" broadcasts, and refused to produce documents that would confirm its ownership
10 to certain "World Cup Soccer" broadcasts. On or about September 21, 2012, FIFA
11 submitted an affidavit to the Copyright Royalty Board denying WSG's authority to make
12 claim for FIFA programming and, as a result, all WSG claims for 2000-2003 U.S. cable
13 retransmission royalties for FIFA programming were dismissed by the Copyright Royalty
14 Board. (See Complaint, para. 14.)

15 On October 2, 2013, WSG informed FIFA that proceedings had commenced
16 relating to 2004-2009 cable retransmission royalties, and 2000-2009 satellite
17 retransmission royalties, and additional Secondary Rights Royalties would be forfeited
18 if FIFA did not promptly acknowledge its prior engagement of WSG, or otherwise
19 cooperate with WSG in the collection of such royalties. Notwithstanding, FIFA again
20 confirmed that it would not acknowledge WSG's prior engagement, or cooperate with
21 WSG. (See Complaint, para. 15.)

22 As a result, WSG filed this action for breach of contract, breach of the covenant
23 of good faith and fair dealing and declaratory judgment.

24 _____
25 ³Although admittedly surprising, it is a fact that the 2000-2003 "Phase II" cable
26 distribution proceedings were not commenced for more than a decade after the collection
27 of such royalties by the U.S. Copyright Office. As of 2000, no comparable period of
28 delay had ever occurred with the prior distribution of cable/satellite retransmission
royalties.

FIFA'S MOTION

1
2 FIFA has moved to dismiss on the grounds that (1) it has no contacts with
3 California and is not subject to this Court's jurisdiction, and (2) WSG has failed to state
4 a valid cause of action because WSG's complaint fails to allege the existence of a written
5 contract.

6 FIFA's first argument is, frankly, somewhat incredible given that both prior to and
7 subsequent to its engagement of WSG, FIFA conducted multiple "World Cup" soccer
8 matches in the District, including matches generating the very revenues prosecuted and
9 collected by WSG. Specifically, during the fall of 2003, FIFA conducted five matches
10 of the Women's "World Cup" soccer in this District, in Carson, California, generating
11 millions of dollars of revenue, and actually generating cable/satellite broadcasts and
12 retransmissions of such soccer matches, thereby entitling FIFA and WSG to shares of
13 royalties collected by the U.S. Copyright Office on those broadcasts and retransmissions.
14 That was not FIFA's first major appearance in the District: in 1994 the Men's "World
15 Cup" soccer matches were held in the United States, with qualifying matches played in
16 Pasadena, California at the Rose Bowl. Thereafter, in 1999, the FIFA Women's "World
17 Cup" final match was also held in Pasadena, California at the Rose Bowl, in what is
18 remains heralded as the largest audience to ever witness a women's sporting event.

19 One can only imagine the extent of contacts that are generated by a sporting event
20 that exceeds the worldwide notoriety of the Super Bowl and the NBA Finals.
21 Nonetheless, incredibly, FIFA's declarant suggests that FIFA has had little to no
22 involvement in the State of California and, consequently, little to no involvement in the
23 organization and marketing of the FIFA "World Cup" soccer matches.⁴

24 _____
25 'Perhaps anticipating WSG's discovery of the FIFA "World Cup" soccer matches
26 that were held in this District from 1994 to 2003, and the broadcast thereof, FIFA's
27 declarant Markus Kattner evasively asserts that FIFA is "a party to a number of
28 agreements with California entities". Kattner decl. at para. 6. Obviously, such statement
avoids the obvious questions to be asked, such as: (i) how many agreements were entered

1 While FIFA may now attempt to dismiss its role in these sporting matches as a
2 mere far away “organizer”, such is not its prior description of its role in those matches -
3 or its described contacts with the District - when it had different motives. In September
4 2003, FIFA availed itself of the jurisdiction of this very Court, filing suit in this District
5 for the purpose of protecting multiple FIFA trademarks and copyrights from expected
6 piracy by local Southern Californian’s. See FEDERATION INTERNATIONALE DE
7 FOOTBALL ASSOCIATION (FIFA) v. Various John Does, Jane Does and ABC
8 Companies, LACV 03-6639 GHK(SHx). In the complaint and supporting declarations
9 filed in that action, FIFA belabored the extensive contacts it had *in this District* at such
10 time, in briefing that runs directly contradictory to the representations made by it in these
11 proceedings. FIFA explained that it was the owner of numerous trademark and copyright
12 interests registered in the United States,⁵ and asserted in emphatic detail that FIFA:

13 “*widely distributed* throughout the United States, *including this District*,
14 authorized and licensed goods and merchandise bearing FIFA Copyrights and
15 Trademarks.”

16 See WSG’s Request for Judicial Notice, filed herewith, Exhibit A thereto, para. 14.

17 Notably, it was not FIFA’s licensees that were seeking redress by this Court, with
18 FIFA remaining at arms-length from its base in Switzerland, but rather FIFA itself. In
19 pleadings that can only be described as comprehensively inconsistent with the

20 _____
21 into, (ii) whether such agreements also adopt California jurisdiction for disputes, (iii)
22 whether such agreements require FIFA’s acts in California, etc.

23 ⁵As reflected by the online records of the U.S. Patent and Trademark Office, FIFA
24 has sought and obtained 169 U.S. trademarks, the bulk of which remain active, and filed
25 98 copyright registrations. See WSG’s Request for Judicial Notice, Exhibits D and E.
26 While the registration of a work with the U.S. Copyright Office is not necessary in order
27 to secure copyright protection, the Court should note that FIFA’s copyright registrations
28 include registrations as the owner of multiple “World Cup” soccer broadcasts. See
WSG’s Request for Judicial Notice, Exhibit E.

1 representations made by FIFA in its motion to dismiss WSG’s suit, FIFA contended that
2 the business and jurisdictional contacts associated with the “World Cup” soccer matches
3 and attendant marketing and merchandise are tied to and emanate from FIFA. Among
4 many other revealing statements, FIFA asserted:

5 “Genuine goods and merchandise bearing FIFA Copyrights and Trademarks have
6 been advertised to the purchasing public and to the trades through the United
7 States, *including this District, on an extensive and frequent basis* through a variety
8 of advertising media, including newspapers, magazines, television, radio and
9 various trade publications.”

10 “Genuine goods and merchandise bearing FIFA Copyrights and Trademarks . . .
11 have come to be well and favorably known to the purchasing public throughout
12 the United States, *including this District . . .*”

13 See WSG’s Request for Judicial Notice, Exhibit A thereto at paras. 15-17 (emphasis
14 added).

15 In light of these statements, it is of course ironic that FIFA cited authority for cases
16 that denied general jurisdiction based on, among other factors, a defendant’s lack of
17 advertising in the jurisdiction, when FIFA’s prior filings with this Court refer to its
18 “extensive and frequent” advertising in this District. See FIFA motion at 5, citing
19 Bancroft & Master, Inc. v. August Nat’l Inc., 223 F.3d 1082, 1086 (9th Cir. 2000). As
20 regards FIFA’s arguments that it “is not registered to do business in California”, has “no
21 registered agent in California”, and “does not pay taxes in California”, perhaps FIFA
22 *should* be doing so. That is, FIFA cannot logically rely on its possible failure to comply
23 with its California corporate obligations to further avoid the jurisdiction of California
24 courts. FIFA’s admitted “extensive and frequent” contacts with this District, as
25 acknowledged in its filings with this Court proximate to the date of IPG’s engagement,
26 cannot reasonably allow FIFA to reverse course and now argue that such contacts do not
27 exist, or did not exist at the time during which WSG was performing under the
28 Agreement.

1 FIFA's second argument is simply flawed from a legal standpoint, relying upon
2 an anachronistic criteria for what constitutes a "written agreement", while ignoring the
3 modern rules which govern 21st Century execution by electronic means. Specifically,
4 FIFA focuses on a "lack of a signature" in arguing that no "written agreement" existed,
5 despite the fact that it has been the law in California for some time that a "written
6 agreement" is simply one "founded upon an instrument in writing", and need not contain
7 a traditional "John Hancock". See C.C.P. §337. With the advent of internet
8 communications, both the national and California legislatures further liberalized the
9 criteria for "written agreements" by way of the Federal E-SIGN Act (of 2000) and
10 Uniform Electronic Transactions Act (of 1999), respectively. Pursuant to those Acts,
11 both Federal and California law now provide that electronic written affirmation of an
12 agreement shall not be denied legal effect just because it is electronic in nature.

13 Here, the context of the series of emails culminating in FIFA directing WSG to
14 administer its copyright royalty collections clearly show that WSG altered its standard
15 written agreement to meet several demands of FIFA, and obtained an unequivocal
16 affirmation of such agreement by FIFA, albeit electronically, in its email of July 31,
17 2001. (See Complaint, para. 7.) As a result, FIFA's second argument that no written
18 agreement exists and that it is not bound by the terms of the written agreement which
19 WSG altered at its request, simply holds no water.

20 As a result, FIFA's motion must be denied and FIFA should be held to
21 substantively respond to the complaint.

22 23 **ARGUMENT**

24 **A. FIFA IS SUBJECT TO THE GENERAL JURISDICTION OF THIS** 25 **COURT.**

26 As FIFA acknowledges, where a nonresident defendant's "contacts" with
27 California are "continuous and systematic", such a defendant is subject to the general
28 jurisdiction of California courts.

1 In making a determination as to whether or not a defendant's "contacts" with
2 California are "continuous and systematic", California courts must consider the
3 following factors:

- 4 • The extent to which the lawsuit relates to the defendant's activities or contacts
5 with California;
- 6 • The availability of evidence, and the location of witnesses;
- 7 • The availability of an alternative forum in which the claim could be litigated;
- 8 • The relative costs and burdens to the litigants of bringing or defending the action
9 in California rather than elsewhere; and
- 10 • Any state policy in providing a forum for the particular litigation.

11 See World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 292, 100 S.Ct. 559, 564
12 (1980); and Fisher Governor Co. v. Sup.Ct. (Prestwich), 53 Cal.2d 222, 225-226, 1
13 Cal.Rptr. 1, 3-4 (1959).

14 Here, as noted, the facts heavily favor jurisdiction based upon the first factor: in
15 the 2003 Women's World Cup, during the period in which this dispute is concerned,
16 FIFA exhibited five soccer matches, attended by hundreds of thousands of people, in this
17 District. That fact is alleged in a complaint filed in this District entitled FEDERATION
18 INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA) v. Various John Does,
19 Jane Does and ABC Companies, LACV 03-6639 GHK(SHx) (hereinafter referred to as
20 "FIFA v. Doe"). See WSG's Request for Judicial Notice, Exhibit A thereto, paras. 3 and
21 5.

22 Specifically, at paragraph 5 of the complaint in FIFA v. Doe, FIFA stated that it
23 "is the organizer of the world famous FIFA Women's World Cup soccer tournament,
24 which is scheduled to take place in Los Angeles, California and five (5) other cities in
25 the United States between September 20 and October 12, 2003." The complaint went
26 on to explain in paragraph 6 that the 1999 Woman's World Cup had also been held in
27 the District, "drawing 1,194,215 spectators to the matches and approximately 40 million
28 television viewers, as well as 90,185 live spectators to the tournament's final match at

1 the Rose Bowl in Pasadena, the largest number of live spectators ever to attend an all-
2 women's sporting event."

3 Those facts were repeated in a Memorandum of Points and Authorities in Support
4 of Ex Parte Application for Temporary Restraining Order, etc., filed by FIFA in FIFA
5 v. Doe, at page two thereof, lines 9-16, as well as in the Declaration of Tom Houseman
6 in support thereof, at page 3, lines 16-20, thereof.⁶ See Plaintiff's Request for Judicial
7 Notice, Exhibits B and C thereto.

8 In addition, at paragraphs 7 through 9 of the FIFA v. Doe complaint, FIFA alleged
9 that it was the owner of numerous trademark and copyright interests registered in the
10 United States, at paragraph 14 that it "widely distributed throughout the United States,
11 *including this District*, authorized and licensed goods and merchandise bearing FIFA
12 Copyrights and Trademarks," and at paragraph 15 that its goods had been "advertised to
13 the purchasing public and to the trades throughout the United States, *including the*
14 *District*, on an *extensive and frequent basis* through a variety of advertising media . . .".
15 See Plaintiff's Request for Judicial Notice, Exhibit A thereto.

16 Those facts were repeated in the Memorandum of Points and Authorities in
17 Support of Ex Parte Application for Temporary Restraining Order, etc., in FIFA v. Doe,
18 at pages 2-7 thereof, lines 9-16, as well as in the Declaration of Tom Houseman in
19 support thereof, at pages 4-7 thereof. See Plaintiff's Request for Judicial Notice,
20 Exhibits B and C thereto.

21 Based on this auspicious history, there can be little doubt that FIFA's commercial
22 activities at the time in question impacted California on a "substantial, continuous and
23 systematic" basis, thereby conferring jurisdiction here, even on causes of action
24 unrelated to FIFA's activities within the state. See Perkins v. Benguet Consolidated

25
26 ⁶The results from the Carson, California matches were: on September 21, 2003,
27 Russia defeated Australia 2-1, and China defeated Ghana 1-0; on September 25, 2003,
28 Russia defeated Ghana 3-0, and China and Australia tied 1-1; and on October 12, 2003,
in the Cup Final, Germany defeated Sweden 2-1.

1 Mining Co., 342 U.S. 437, 446-447, 72 S.Ct. 413, 418-419 (1952); Cornelison v.
2 Chaney, 16 Cal.3d 143, 147, 127 Cal.Rptr. 352, 354 (1976); and Vons Cos., Inc. v.
3 Seabest Foods, Inc., 14 Cal.4th 434, 446, 58 Cal.Rptr.2d 899, 906 (1996).

4 As for the other general jurisdiction factors, this District is as good as anywhere
5 for the parties given that FIFA will not be burdened in any significantly different way
6 by litigating in California as opposed to anywhere else in the United States. The
7 “location of the evidence” is essentially insignificant as it consists of little more than a
8 series of emails and documents exchanged over the internet, and the number of
9 percipient witnesses will likely be counted on one hand.

10
11 **B. FIFA IS SUBJECT TO THE LIMITED JURISDICTION OF THIS COURT.**

12 Even if FIFA is not subject to the general jurisdiction of this Court, it is subject
13 to specific limited jurisdiction for this matter due to the forum selection clause in the
14 Agreement, and the fact that the claims herein bears a “substantial connection to the
15 nonresident's forum contacts”.

16 **1. FIFA is Subject to California Jurisdiction Pursuant to the Agreement.**

17 As stated, and as alleged in the Complaint at Paragraph 7, WSG initially
18 approached FIFA about entering into its standard agreement, and, after negotiations,
19 modified it “according to the instructions of FIFA personnel”. That modified agreement,
20 attached to the Complaint as Exhibit A, and attached hereto as Exhibit 1 with its March
21 10, 2001 cover letter, was then the subject of the continuing correspondence of WSG and
22 FIFA, which culminated in FIFA’s clear July 31, 2001 directive for WSG to “go ahead
23 with the necessary steps,” and expressly referencing “the fax sent to Roger Feiner on 22
24 July 2001.” The July 31, 2001 email was attached to the Complaint as Exhibit B, and
25 is attached hereto for convenience as Exhibit 2. The July 22, 2001 fax referenced in the
26 July 31, 2001 email is attached hereto as Exhibit 3.

27 Paragraph 11 of the Agreement clearly provides: “[t]he parties hereto agree that
28 any interpretation of this Agreement shall be governed by California law, subject to the

1 exclusive personal and subject matter jurisdiction of state and federal courts located in
2 Los Angeles County, California.”

3 California courts may exercise personal jurisdiction over a nonresident who has
4 contractually consented in advance to such jurisdiction (e.g., provision that 'in event of
5 dispute, parties regardless of their residence will be subject to the jurisdiction of the
6 courts of the State of California'). See National Equip. Rental Ltd. v. Szukhent, 375 U.S.
7 311, 315-316, 84 S.Ct. 411, 414 (1964).

8 Therefore, FIFA is bound by the forum selection clause in the Agreement, which
9 clearly provides for jurisdiction in this District.

10
11 **2. WSG’s Claims Against FIFA Bear a “Substantial Connection to the**
12 **Nonresident's Forum Contacts” with this District.**

13 Regardless of whether or not a nonresident defendant's "contacts" with California
14 are sufficiently "continuous and systematic" to subject such party to the general
15 jurisdiction of California courts, a nonresident defendant will still be subject to
16 jurisdiction on claims related to its specific activities here. Such "limited" or "specific"
17 personal jurisdiction requires a showing that:

18 (1) The out-of-state defendant purposefully established contacts with the forum
19 state;

20 (2) The cause of action in the case at bar "arises out of" or is "related to"
21 defendant's contacts with the forum state; and

22 (3) The forum's exercise of personal jurisdiction in the particular case comports
23 with "fair play and substantial justice." Burger King Corp. v. Rudzewicz, 471 U.S. 462,
24 477-478, 105 S.Ct. 2174, 2184-2185 (1985); Data Disc, Inc. v. Systems Technology
25 Associates, Inc., 557 F.2d 1280, 1287 (9th Cir. 1977); and Vons Cos., Inc. v. Seabest
26 Foods, Inc., 14 Cal.4th 434, 446, 58 Cal.Rptr.2d 899, 906 (1996).

27 First, there can be no question but that FIFA purposefully established contacts
28 with California: it purposely ran the Men’s and Woman’s World Cup of Soccer here,

1 three times, and filed suit in the District to protect its merchandising rights herein. The
2 focus of this element is whether or not "the defendant's conduct and connection with the
3 forum State are such that he should reasonably anticipate being haled into court there."
4 World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 297 (1980). Clearly, running
5 an international soccer tournament attended by hundreds of thousands of people in the
6 District (and watched by millions more), and filing a lawsuit in the District in connection
7 therewith would make any entity "reasonably anticipate being haled into" this Court".

8 With regard to the second element, the California Supreme Court has stated: "as
9 long as the claim bears a substantial connection to the nonresident's forum contacts, the
10 exercise of specific jurisdiction is appropriate." Vons Cos., Inc. v. Seabest Foods, Inc.,
11 14 Cal.4th 434, 452 (1996), 58 Cal. Rptr. 2d 899, 910. Such "connection" "need not be
12 directed at the plaintiff in order to warrant the exercise of specific jurisdiction." Id. at
13 455. Here, WSG's causes of action seek damages for FIFA's breach of an agreement
14 which covers its royalty rights for the broadcasts of the 2003 Woman's World Cup of
15 Soccer in this District, and therefore obviously "bear[s] a substantial connection to the
16 nonresident's forum contacts". Moreover, and as is clear from FIFA's directive of July
17 31, 2001, FIFA directed WSG, an entity located in Los Angeles County, to take action.
18 Consequently, FIFA's argument that it did not purposefully avail itself of the advantage
19 of conducting business in this forum is incorrect.⁷

20 Finally, with regard to the third element, there can be no question that subjecting
21 MTC to California jurisdiction comports with "fair play and substantial justice": FIFA
22 staged an enormous international soccer tournament here at the time in question, and
23 availed itself of this Court's jurisdiction to protect its substantial economic interest
24 therein.

25 By all appearances, FIFA's modus operandi is to try to dodge jurisdiction around
26 the World unless it suits its purpose. No different than here, FIFA sought to dismiss a

27
28 ⁷FIFA falsely states that WSG has alleged that it did not contact FIFA for ten
years. No such assertion was made in WSG's complaint, nor is such statement accurate.

1 lawsuit brought against it in New York based on its ostensible lack of contacts as a
2 foreign entity, and was nevertheless found to have sufficient contacts to invoke
3 jurisdiction. See Mastercard International Incorporated v. Federation Internationale de
4 Football Association, Case 1:06-cv-03036 (LAP) (S.D.N.Y. August 10, 2006). See
5 Plaintiff's Request for Judicial Notice, Exhibit F thereto.

6 No differently than in New York, in its motion to dismiss this action FIFA has
7 made a sweeping assertion that it has insufficient contacts in this District or anywhere
8 in the United States. Clearly, that is not what other courts have held, nor the position of
9 FIFA when it affirmatively sought to avail itself of the protection of this Court in its
10 2003 lawsuit.

11 Thus, the facts here clearly direct a finding of specific jurisdiction under these
12 guidelines.

13
14 **C. WSG HAS PROPERLY ALLEGED A BREACH OF CONTRACT.**

15 As noted, FIFA argues that WSG has failed to sufficiently allege a breach of
16 contract because FIFA is never alleged to have "signed" the Agreement.

17 That is true that FIFA never physically placed a handwritten signature on the
18 Agreement, but legally irrelevant. Under California law, a written agreement, as opposed
19 to oral agreement, is "any contract, obligation or liability founded upon an instrument
20 in writing" Cal. Civ. Proc. Code § 337. On such basis, and pursuant to California
21 law, FIFA's email of July 31, 2001, sufficed to create a "written" agreement, and **does**
22 **not require physical signature or execution on the agreement itself.** See Amen v.
23 Merced County Title Co., 58 Cal.2d 528, 532, 25 Cal.Rptr. 65, 67 (1962); E.O.C. Ord.
24 Inc. v. Kovakovich, 200 Cal.App.3d 1194, 1201, 246 Cal.Rptr. 456, 460 (1988).

25 As is expressly set forth both by Federal and California statutes, FIFA's assent and
26 written signature, even if only by email, is statutorily deemed to be no different than a
27 signature effectuated in person.

28 According to the Federal E-SIGN Act, 15 U.S.C. §7001, et seq.:

1 “Notwithstanding any statute, regulation, or other rule of law . . . , with respect to
2 any transaction in or affecting interstate or foreign commerce—

3 (1) a signature, contract, or other record relating to such transaction **may not be**
4 **denied legal effect, validity, or enforceability solely because it is in electronic**
5 **form; and**

6 (2) a contract relating to such transaction may not be denied legal effect, validity,
7 or enforceability solely because an electronic signature or electronic record was
8 used in its formation.

9 15 U.S.C. §7001(a). [emphasis added]

10 In nearly identical terms, California Civil Code §1633.7 states:

11 a) A record or signature **may not be denied legal effect or enforceability solely**
12 **because it is in electronic form.**

13 (b) A contract may not be denied legal effect or enforceability solely because an
14 electronic record was used in its formation.

15 (c) If a law requires a record to be in writing, an electronic record satisfies the law.

16 (d) If a law requires a signature, an electronic signature satisfies the law.

17 Cal. Civ. Code § 1633.7. [emphasis added]

18 Here, the Complaint alleges at Paragraph 7 that the Agreement attached to the
19 Complaint as Exhibit A is a version of WSG’s standard agreement, modified pursuant
20 to FIFA’s instructions, and that FIFA’s instruction in its email of July 31, 2001 was for
21 WSG to administer FIFA’s royalty claims pursuant to that negotiated agreement.
22 Pursuant to the authorities cited above, FIFA’s written authorization for WSG to go
23 forward in pursuing FIFA’s rights to copyright royalties “may not be denied legal effect
24 or enforceability solely because it is in electronic form”.

25 Moreover, in the context of Section 204(a) of the Copyright Act, which requires
26 transfers of copyright to be in writing and signed by the grantor, assent by email to the
27 terms of an agreement have squarely been found to satisfy the terms of such provision.
28 See Metropolitan Regional Information Systems Inc. v. American Home Realty Network

1 Inc., 722 F.3d 591 (Fourth Cir., 2013). *See also*, Hermosilla v. The Coca-Cola Company,
2 2011 U.S. Dist. LEXIS 156499 (U.S.D.C. Southern District of Florida), *affd.* (11th Cir.
3 2011), (holding that assent via email suffices to assign copyright rights; “The two emails
4 were ‘so interconnected with eachother that they may be fairly said to constitute . . . a
5 complete contract.’”).

6 As a result, the Statute of Frauds is satisfied because “[the contract], or some note
7 or memorandum thereof [is] in writing and subscribed by the party to be charged” (*see*
8 Civil Code §1624(a)(1)), and FIFA’s claims that the Agreement is ineffective because
9 it is “unsigned” (Moving Papers, at page 12), and merely a “simple email” (Moving
10 Papers, at page 15) are at odds with current law.

11
12 **CONCLUSION**

13 Based on the foregoing, FIFA’s motion should be denied and FIFA should be held
14 to substantively respond to WSG’s complaint. In the event the Court is inclined to grant
15 FIFA’s motion, WSG asks that it be given an opportunity to conduct discovery on
16 FIFA’s contacts with this jurisdiction, and/or amend its complaint.

17
18 Dated: April 7, 2014

PICK & BOYDSTON, LLP

19
20 By 

21 Brian D. Boydston
22 Attorneys for Plaintiff
23 WORLDWIDE SUBSIDY GROUP

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

_____)	
In the Matter of)	
)	Docket No. 2012-7 CRB SD 1999-09
Distribution of the 1999, 2000, 2001,)	(Phase II)
2002, 2003, 2004, 2005, 2006, 2007,)	
2008, and 2009 Satellite Royalty Funds)	
_____)	

**ACKNOWLEDGMENT OF
PHASE I PROGRAM CATEGORY DEFINITIONS**

The undersigned Phase I representatives hereby acknowledge the following:

1. The representatives of all Phase I groups in these proceedings (“Phase I Representatives”) entered into two settlement agreements concerning the 1999-2009 satellite royalties. In the first agreement, dated November 14, 2008, the Phase I Representatives agreed upon an allocation of the 1999-2003 satellite royalties among the Phase I groups (“1999-2003 Settlement Agreement”). In the second agreement, dated November 4, 2011, the Phase I Representatives agreed upon an allocation of the 2004-09 satellite royalties among the Phase I groups (“2004-09 Settlement Agreement”). The 1999-2003 Settlement Agreement and the 2004-09 Settlement Agreement are collectively referred to herein as the “Settlement Agreements.”

2. In entering into the Settlement Agreements, the Phase I Representatives agreed that the Phase I “Program Suppliers” category would be defined as follows:

Network and nonnetwork syndicated series, specials and movies, other than Devotional Claimants programs as defined below.

Network and nonnetwork syndicated series and specials are defined as including (1) programs licensed to and broadcast by at least one U.S. commercial television station during the calendar year in question, (2) programs produced by or for a broadcast station that are broadcast by two or more U.S. television stations during the calendar year in question, and (3) programs produced by or for a U.S. commercial television station that are comprised predominantly of syndicated elements, such as music video shows, cartoon shows, "PM Magazine," and locally hosted movie shows.

Thus, the Phase I Representatives agreed that programming within this definition would receive the royalties that they had agreed to allocate to the Phase I Program Suppliers category.

3. In entering into the Settlement Agreements, the phase I Representatives agreed that the Phase I "Sports" category would be defined as follows:

Live telecasts of professional and college team sports broadcast by U.S. television stations.

Thus, the Phase I Representatives agreed that programming within this definition would receive the royalties that they had agreed to allocate to the Phase I Sports category.

4. The above category definitions to which the Phase I Representatives agreed are materially the same as the definitions utilized by the Phase I representatives in the 1990-92 (and subsequent) cable royalty distribution proceedings. See "Stipulation of the Parties On the Issues of Program Categorization and Scope of Claims," Docket No. 94-3 CARP CD 90-92 (attached as Exhibit A). The only differences in the definitions are attributable to the facts that the Section 119 compulsory license (1) does not authorize retransmission of Canadian television stations; and (2) does authorize copyright owners of network programs to receive royalties.

5. Under the definitions set forth above, any royalties attributable to telecasts in which the U.S. Olympic Committee owns a copyright should be compensated from the Phase I Program Suppliers category and not the Phase I Sports category.

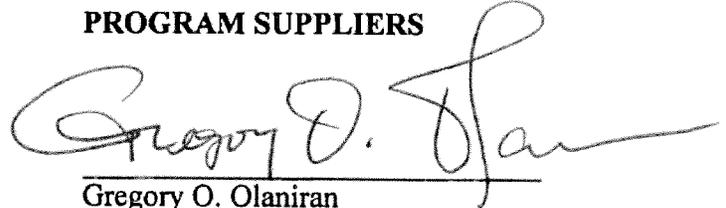
Respectfully submitted,

JOINT SPORTS CLAIMANTS



Robert Alan Garrett
D.C. Bar No. 239681
Stephen K. Marsh
D.C. Bar No. 470365
ARNOLD & PORTER LLP
555 Twelfth Street, N.W.
Washington, D.C. 20004-1206
Telephone: (202) 942-5000
Fax: (202) 942-5999
robert.garrett@aporter.com
stephen.marsh@aporter.com

PROGRAM SUPPLIERS



Gregory O. Olaniran
D.C. Bar No. 455784
Lucy Holmes Plovnick
D.C. Bar No. 488752
MITCHELL SILBERBERG &
KNUFF LLP
1818 N Street, NW, 8th Floor
Washington, DC 20036
Telephone: (202) 355-7917
Fax: (202) 355-7887
goo@msk.com
lhp@msk.com

May 8, 2014

EXHIBIT A

CROWELL & MORING

1001 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20004-2595

(202) 624-2500

CABLE: CROMOR

FACSIMILE (RAPICOM): 202-628-8116

W. U. I. (INTERNATIONAL) 64344

W. U. (DOMESTIC) 89-2448

JOHN I. STEWART, JR.
(202) 624-2685

SUITE 1200
2010 MAIN STREET
IRVINE, CALIFORNIA 92714-7217
(714) 263-8400
FACSIMILE (714) 263-8414
DENNING HOUSE
90 CHANCERY LANE
LONDON WC2A 1ED
44-71-413-0011
FACSIMILE 44-71-413-0333

February 23, 1996

BY HAND DELIVERY

Marybeth Peters, Register
U.S. Copyright Office
James Madison Memorial Building
101 Independence Avenue, S.E.
Room 403
Washington, D.C. 20540

GENERAL COUNSEL
OF COPYRIGHT

FEB 23 1996

RECEIVED

Re: 1990-1992 Cable Royalty Distribution Proceeding
Docket No. 94-3 CARP-90-92CD

Dear Ms. Peters:

Enclosed for filing on behalf of all Phase I parties are an original and five copies of a "Stipulation of the Parties on the Issues of Program Categorization and Scope of Claims" in the above-captioned proceeding.

Should you have any questions, please feel free to contact me.

Very truly yours,



John I. Stewart, Jr.

Enclosures

cc: Service List

Before the
COPYRIGHT ARBITRATION ROYALTY PANEL
LIBRARY OF CONGRESS
Washington, D.C. 20024

In the Matter of:)
)
)
1990-1992 Cable Royalty) Docket No. 94-3, CARP CD 90-92
Distribution Proceeding)
)
)

**STIPULATION OF THE PARTIES ON THE ISSUES OF
PROGRAM CATEGORIZATION AND SCOPE OF CLAIMS**

The undersigned parties, representing all Phase I parties to the 1990-1992 cable royalty funds, file this stipulation with respect to an issue they believe has been raised by the Panel in questions to various witnesses testifying on behalf of the Devotional Claimants and others. The issue concerns the extent to which Phase I claims are being prosecuted by fewer than all of the claimants whose programs are included within the Phase I program category.

Since the first cable royalty distribution, covering 1978, the Copyright Royalty Tribunal divided its royalty distribution cases into Phase I and Phase II proceedings. In Phase I, the Tribunal allocated the entire royalty fund among broadly defined Phase I program categories. In Phase II, to the extent necessary, the Tribunal resolved disputes among different claimants or groups of claimants within a single Phase I category as to the internal division of the category's Phase I allocation.

The Phase I categories themselves developed over the course of the first five years of Tribunal proceedings. In response to requests by various parties for

rulings on close or disputed questions about particular programs, the Tribunal refined the category definitions through declaratory rulings and rulings published as part of its final determinations. See, e.g., 1984 Cable Royalty Distribution Proceeding, 52 Fed. Reg. 8408, 8416 (Mar. 17, 1987); Advisory Opinion, Docket No. CRT 85-4 84 CD (May 16, 1986). For the 1990-1992 proceeding, the parties stipulate that the following Phase I category definitions, based on these prior Tribunal rulings, should apply:

Phase I Program Category Definitions

"Program Suppliers." Syndicated series, specials and movies, other than Devotional Claimants programs as defined below. Syndicated series and specials are defined as including (1) programs licensed to and broadcast by at least one U.S. commercial television station during the calendar year in question, (2) programs produced by or for a broadcast station that are broadcast by two or more U.S. television stations during the calendar year in question, and (3) programs produced by or for a U.S. commercial television station that are comprised predominantly of syndicated elements, such as music video shows, cartoon shows, "PM Magazine," and locally hosted movie shows.

"Joint Sports." Live telecasts of professional and college team sports broadcast by U.S. and Canadian television stations, except for programs coming within the Canadian Claimants category as defined below.

"Commercial Television." Programs produced by or for a U.S. commercial television station and broadcast only by that one station during the calendar year in question and not coming within the exception described in subpart 3) of the "Program Suppliers" definition.

"Public Broadcasting." All programs broadcast on U.S. noncommercial educational television stations.

"Devotional Claimants." Syndicated programs of a primarily religious theme, not limited to those produced by or for religious institutions.

"Canadian Claimants." All programs broadcast on Canadian television stations, except (1) live telecasts of Major League Baseball, National Hockey League, and U.S. college team sports, and (2) other programs owned by U. S. copyright owners.

These categories are intended to cover all non-network television programs on all stations retransmitted as distant signals by U.S. cable systems during 1990-1992, on a mutually exclusive basis. The six categories are represented in the Phase I proceedings, respectively, by the undersigned parties. Some of those categories are principally represented by trade associations or other pre-existing entities, while others are represented by ad hoc groups of claimants within the category which have joined together for the purpose of the Phase I hearing. In either case, the relationships between the claimants and the Phase I representatives are a matter of private agreement and are not at issue in this Phase I proceeding. In all cases, the Phase I representatives are seeking a Phase I royalty allocation for all programs within the category.

The final distribution of royalties to individual claimants whose programs are within each category will follow either a settlement among all claimants within the category or the resolution of any disputes through a separate Phase II proceeding. The extent to which the particular Phase I party actually represents the ultimate interests of each and every claimant within the category has historically been addressed, if necessary, in Phase II.

A related issue is the extent to which timely claims were filed with the Copyright Office for all programs contained within each Phase I category. If the owner of a program that fits within one of the Phase I categories fails to file a claim, it might be argued that the Phase I allocation to the category should

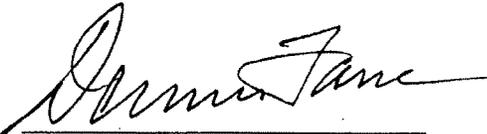
somehow be proportionally diminished. This so-called "unclaimed funds" issue, however, was resolved by the Tribunal in the course of its 1978 proceeding. The Tribunal determined that, for Phase I purposes, it should treat each category as if claims had been filed for all included programs. 1978 Cable Royalty Distribution Determination, 45 Fed. Reg. 63026, 63042 (Sept. 23, 1980).

The parties stipulate that the Panel should apply the same approach in this proceeding as the Tribunal did in the past, and should allocate all royalties among the six Phase I categories on the basis of all retransmitted programs coming within the respective definitions of those categories.

The parties would be pleased to discuss any aspect of this Stipulation with the members of the Panel at the Panel's convenience.

Respectfully submitted,

PROGRAM SUPPLIERS

By: 

Dennis Lane
John M. Collins
John E. McCaffrey

Morrison & Hecker, LLP
Suite 800
1150 Eighteenth Street, N.W.
Washington, D.C. 20036

JOINT SPORTS CLAIMANTS

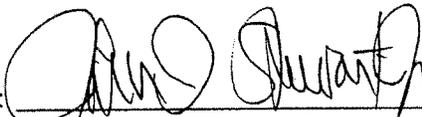
By: 

Robert Alan Garrett
David P. Gersch
Kathleen A. Behan
Peter G. Neiman

Arnold & Porter

555 Twelfth Street, N.W.
Washington, D.C. 20004-1202

**NATIONAL ASSOCIATION OF
BROADCASTERS**

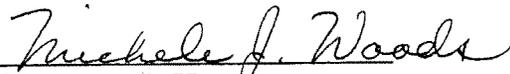
By: 

John I. Stewart, Jr.
Jacqueline E. Hand
Jessica R. Herrera

Crowell & Moring

1001 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2595

PUBLIC BROADCASTING SERVICE

By: 

Timothy C. Hester
Michele J. Woods

Covington & Burling

P.O. Box 7566
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20044-7566

DEVOTIONAL CLAIMANTS

By: Richard M. Campanelli *By*

George R. Grange, II
Richard M. Campanelli
Jane Allison Austin

Gammon & Grange, P.C.

Seventh Floor
8280 Greensboro Drive
McLean, VA 22102-3807

By: Barry H. Gottfried

Clifford M. Harrington
Barry H. Gottfried
Heidi Atassi Gaffney

**Fisher, Wayland, Cooper, Leader &
Zaragoza, LLP**

Suite 400
2001 Pennsylvania Avenue, N.W.
Washington, D.C. 20006-1851

By: John H. Midlen, Jr. *By*

John H. Midlen, Jr.

John H. Midlen, Jr., Chartered
3238 Prospect Street, N.W.
Washington, D.C. 20007-3214

CANADIAN CLAIMANTS

By: L. Kendall Satterfield

L. Kendall Satterfield
Victor J. Cosentino

Finkelstein, Thompson & Loughran

Suite 304
2828 Pennsylvania Avenue, N.W.
Washington, D.C. 20007

February 23, 1996

SERVICE LIST

Clifford M. Harrington
*Barry H. Gottfried
Fisher, Wayland, Cooper, Leader
& Zaragoza, LLP
2001 Pennsylvania Avenue, N.W., Ste. 400
Washington, D.C. 20006-1851

*L. Kendall Satterfield
Finkelstein, Thompson & Loughran
2828 Pennsylvania Avenue, N.W.
Washington, D.C. 20007

Benjamin F. P. Ivins
National Association of Broadcasters
1771 N Street, N.W.
Washington, D.C. 20036

John H. Midlen, Jr.
Law Offices of John H. Midlen, Jr.
3238 Prospect Street, N.W.
Washington, D.C. 20007-3214

Thomas J. Ostertag
General Counsel
Office of the Commissioner of Baseball
350 Park Avenue, 17th Floor
New York, NY 10022

Judith Jurin Semo
Squire, Sanders & Dempsey
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Arnold P. Lutzker
Keith A. Barritt
Fish & Richardson, P.C.
601 13th Street, N.W.
Washington, D.C. 20005

*Dennis Lane
Morrison & Hecker
1150 18th Street, N.W., Suite 800
Washington, D.C. 20036-3815

*Robert Alan Garrett
Arnold & Porter
555 Twelfth Street, N.W.
Washington, D.C. 20004-1202

*Timothy Hester
Michele J. Woods
Covington & Burling
1201 Pennsylvania Avenue, N.W.
P. O. Box 7566
Washington, D.C. 20044-7566

George R. Grange, II
Richard M. Campanelli
Gammon & Grange, PC
8280 Greensboro Drive, 7th Floor
McLean, VA 22102-3807

Philip R. Hochberg
Baraff, Koerner, Olender & Hochberg
Three Bethesda Metro Ctr., Ste. 640
Bethesda, MD 20814-5330

Paula A. Jameson
Gary P. Poon
Public Broadcasting Service
1320 Braddock Place
Alexandria, VA 22314

Erica Redler
Canadian Broadcasting Corp.
P.O. Box 8478
Ottawa, Ontario K1G 3J5

Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of May, 2014, a copy of the foregoing was sent by hand delivery to the following parties:

MPAA-REPRESENTED PROGRAM SUPPLIERS

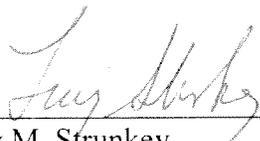
Gregory O. Olaniran
Lucy Holmes Plovnick
MITCHELL SILBERBERG & KNUPP LLP
1818 N Street, NW, 8th Floor
Washington, DC 20036

CERTAIN DEVOTIONAL CLAIMANTS

Clifford H. Harrington
PILLSBURY WINTHROP SHAW PITTMAN LLP
P.O. Box 57197
Washington, D.C. 20036-9997

INDEPENDENT PRODUCERS GROUP

Brian D. Boydston
PICK & BOYDSTON LLP
10786 Le Conte Avenue
Los Angeles, CA 90024



Troy M. Strunkey