

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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AMERICAN BROADCASTING COMPANIES, INC.,
CBS BROADCASTING INC.,
THE CW TELEVISION STATIONS, INC.,
DISNEY ENTERPRISES, INC.,
FISHER COMMUNICATIONS, INC.,
FOX TELEVISION STATIONS, INC.,
MAJOR LEAGUE BASEBALL ADVANCED MEDIA, L.P.,
NBC UNIVERSAL, INC.,
OFFICE OF THE COMMISSIONER OF BASEBALL,
TRIBUNE TELEVISION HOLDINGS, INC.,
TRIBUNE TELEVISION NORTHWEST, INC.,
TWENTIETH CENTURY FOX FILM CORPORATION,
UNIVISION TELEVISION GROUP,
INC., THE UNIVISION NETWORK LIMITED
PARTNERSHIP, TELEFUTURA NETWORK,
WGBH EDUCATIONAL FOUNDATION,
WNET.ORG and
WPIX, Inc.

Plaintiffs,

v.

IVI, INC. and TODD WEAVER,

Defendants.

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10 Civ. 7415 (NRB)

DECLARATION OF JAIME RODRIGUEZ

I, Jaime Rodriguez, hereby declare, as follows:

1. I am Vice President, Affiliate Relations Business Affairs for Univision Communications Inc. ("UCI"). In this position I am responsible for overseeing the legal affairs related to the distribution of programming owned or controlled by UCI and its subsidiaries,

including The Univision Network Limited Partnership ("UNLP"), Telefutura Network ("Telefutura"), and Univision Television Group, Inc. ("Univision") (collectively, "Univision").

2. The activities of ivi, Inc. ("ivi") have harmed and will continue to harm Univision unless restrained by the Court. ivi's unauthorized exploitation of the programming produced and distributed by Univision undermines and eliminates Univision's ability to license and distribute its programming to third parties and destroys the value of the programming for Univision.

3. ivi has not sought or obtained a license, or any other form of consent or authorization, from Univision to use, stream or otherwise exploit the programming at issue.

4. On September 13, 2010, ivi began offering online access to certain programming produced and distributed by Univision, including the UNLP television program entitled "Despierta America," the Telefutura television program entitled "Escandalo TV," and the UTG television program entitled "Noticias Univision 41" (collectively "Univision Content").

5. ivi's website allows users to stream and download Univision Content, the copyrights to which are owned or controlled by Univision.

6. Anyone with internet access can subscribe to ivi's website and gain unauthorized access to the Univision Content. A user need only to go to ivi's website located at <http://www.ivi.tv>, create an account by providing an e-mail address and a password, agree to the terms of an end user license and pay ivi a nominal fee of \$4.99 a month after a free 30 day trial period.

7. In exchange for the nominal monthly fee, an ivi subscriber can download and view the Univision Content. For an additional fee of \$0.99 per month, the subscriber can save, pause, fast-forward and rewind the Univision Content which ivi is exploiting without authorization.

8. The damage to Univision by ivi's unauthorized exploitation of the Univision Content is several-fold.

9. First, ivi's unauthorized exploitation of the Univision Content is threatening Univision's agreements with its distributors and licensees who pay for the right to distribute and exploit the Univision Content.

10. Second, once the Univision Content is made available on-line by ivi, viewers will not only be able to view the programming but ivi subscribers will also be able to store the Univision Content on their personal computers and mobile devices, thereby eliminating Univision's ability to exploit the Univision Content through similar channels of distribution.

11. Third, ivi's transmission of the Univision Content to other time zones creates time shifts that interfere with viewing patterns in a way that will damage Univision's business.

12. Fourth, the technology utilized by ivi for the unauthorized streaming of the Univision Content significantly distorts the television images and produces them in a resolution that is far inferior to what Univision's viewers have come to expect. Because ivi's dissemination of the Univision Content appears to the viewer to be authorized by Univision, this inferior picture quality will badly injure Univision's reputation and competitive position.

13. Fifth, one of Univision's principal sources of revenue is advertising. Univision spends significant resources to assess the size and demographic profile of its various audiences. Having additional viewers in desirable demographic categories yields for Univision greater revenue. ivi's unauthorized exploitation of the Univision Content undermines Univision's competitive relationship with advertisers.

14. Sixth, according to statements made by ivi's chief executive officer, ivi has developed an iPad application that will allow users to stream and download Univision Content onto their iPads. According to ivi, this service will be available for sale within a few weeks.

15. Also according to statements made by ivi's chief executive officer, ivi plans to offer iPhone and Android-compatible versions of ivi's TV application. ivi also intends to make its service available to users of other set-top boxes, such as VUDU, Boxee, and TiVo. This expansion will further undermine Univision's rights to competitively exploit its programming.

16. Finally, ivi's current action and its public statements concerning its plans to expand will likely encourage others to similarly steal programming produced and distributed by Univision and others broadcasters.

17. For these reasons, Univision will suffer immediate and irreparable injury unless the Court acts to enjoin ivi. I have already seen the harm that the service has done to Univision and I believe that this harm will grow far worse if ivi is permitted to continue with its present and threatened courses of action.

I declare under penalty of perjury under the laws of the State of New York that the foregoing is true and correct.

Executed this 7th day of October, 2010 at New York, New York.


Jaime Rodriguez