

# EXHIBIT 8

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

MEREDITH CORPORATION, THE E. W. SCRIPPS COMPANY, SCRIPPS MEDIA, INC., HOAK MEDIA, LLC, HOAK MEDIA OF NEBRASKA LLC, and HOAK MEDIA OF DAKOTA, LLC

individually and on behalf of all others similarly situated,

Plaintiffs,

v.

SESAC LLC and JOHN DOES 1-50,

Defendants.

Civ. No. 09 Civ. 9177 (PAE)

**DEFENDANT SESAC LLC'S REPLY STATEMENT TO PLAINTIFFS' LOCAL RULE 56.1  
RESPONSES**

Pursuant to Local Rule 56.1 of the Civil Rules of this Court, Defendant hereby submits the following statement in reply to Plaintiffs' Responses ("56.1 Response Statement") to Defendant's Statement of Facts Pursuant to Local Rule 56.1 ("Defendant's 56.1 Statement").

**INTRODUCTION**

In their 56.1 Response Statement, Plaintiffs generally admit the material facts identified in the 122 paragraphs of Defendant's 56.1 Statement. To the extent that Plaintiffs assert that certain facts are "admitted to the extent that" or "admitted except that," they are not actually denying any facts stated by Defendant. At most, they are merely stating additional facts or rephrasing the facts stated by Defendant.

Likewise, where Plaintiffs have purported to deny the statement asserted in Defendant's 56.1 Statement completely, or have included the phrase "denied to the extent that," in virtually every instance, the Plaintiffs' purported denials are not actually denying any facts stated by Defendant, but merely stating additional facts or rephrasing the facts stated by Defendant. None of Plaintiffs' statements in response to

Paragraph	Defendant's 56.1 Statement	Plaintiffs' Response Statement	Defendant's Reply	
95	<p>Although the TMLC sought annual SESAC licensing fees of approximately \$1.8 million, the arbitral award set an industry-wide blanket license fee of \$16 million for 2005, with 10% increases in each of the next two years, resulting in license fees of \$17.6 million in 2006 and \$19.3 million in 2007. SJK Decl. Ex. 1 (Jaffe Report at 43); SJK Decl. Ex. 102 (SESAC-0771434-441); SJK Decl. Ex. 108 (SESAC-0824555-652, at -568).</p>	<p>Admitted. During the arbitration, SESAC argued its repertory was worth approximately \$63.5 to \$74 million. ESH Decl. Ex. 222 (SESAC's Pre-Trial Brief at 1-2, <i>SESAC, Inc. v. Television Music License Comm.</i>, No. 13 133 01583 05 (Am. Arbitration Assoc., Dec. 16, 2005)). In particular, SESAC asked for significant increases in its blanket license fees, from the \$13.5 million in 2004 provided for in the 2001-2004 SESAC Agreement, to \$20.8 million for 2005, to \$23.5 million for 2006, to \$26.6 million for 2007. <i>See</i> ESH Decl. Ex. 223 (SESAC's Post-Trial Brief at 9, 16, <i>SESAC, Inc. v. Television Music License Comm.</i>, No. 13 133 01583 05 (Am. Arbitration Assoc., Feb. 28, 2006)). Further, as Professor Jaffe's Report explains, the 10% increases awarded by the arbitrators appear to be based on SESAC's expert's testimony concerning an anticipated increase in the use of SESAC music, which never materialized. ESH Decl. Ex. 1 (Jaffe Report at 43-44).</p>	<p>Undisputed. Additional statements are immaterial and do not contradict Defendant's 56.1 Statement ¶ 95.</p> <p>Fourth Sentence: The evidence cited is inadmissible under Fed. R. Evid. 702, as Plaintiffs are relying upon Dr. Jaffe's expert report with respect to the intentions of the arbitrators in making their award. <i>See Marvel</i>, 777 F. Supp. 2d at 729-30 (striking a report purporting to give an expert opinion about someone's intent); <i>see also In re Rezulin</i>, 309 F. Supp. 2d at 547 ("Inferences about the intent or motive of parties or others lie outside the bounds of expert testimony. . . . [T]he question of intent is a classic jury question and not one for the experts.").</p>	<p><u>Citation Errors</u></p> <p>The correct exhibit number for the document Plaintiffs referenced as SESAC's Pre-Trial Brief, <i>SESAC, Inc. v. Television Music License Comm.</i>, is ESH Decl. Ex. 221, not 222. The correct exhibit number for the document Plaintiffs referenced as SESAC's Post-Trial Brief <i>SESAC, Inc. v. Television Music License Comm.</i>, is ESH Decl. Ex. 222, not 223.</p>