



Guillermo Venegas Lloveras Inc.
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December 30, 2004

Mr. David Jacome
Peermusic
5358 Melrose Avenue, Suite 400
Los Angeles, CA 90038

Subjects: Various issues and songs

Mr. Jacome:

I have received your very confusing and disappointing letter of December 1, 2004. Before replying and adding some new issues, let me make a point. Everything I write and do relative to the music of Guillermo Venegas will become part of a historic record that is already spreading quite fast. So, history will watch me closely. Certainly I do not want history to tell anyone, ever, that I acted unethically or misled or anyone about anything. Honor is at stake. Therefore everything in this letter is written to get at the truth, not to hide it because of actions taken anyone. History, which tends to be severe towards some when it cannot be hidden, is watching me as well as anyone, whether persons, judges, lawyers, so called publishers, or anyone involved with the history of my father or his music. We have to be, ethically, very careful so that history does not judge us wrong. Surely this letter and any reply to it will be scrutinized by history. This letter will also become part of the business and court ethics of the 20th century. I will personally insure of that. If you hear some advice here, there is.

LEGAL ADVICE

You have ignored my request to you: **Do not give me legal advice.** I get legal advice only from lawyers of my choosing. Please, we are not fools. Peermusic thought we were fools back in 1997 when it refused to show proof how it acquired the Venegas songs. Of course now I know why Alice Warden (Peermusic) behaved as she did and tried to trick us in into giving right we were not supposed to know about (like songwriter?) to Peermusic. Then everything would become became legal! Poor Alice, she thought we were fools. We are not. Sorry David.

As for your advice to have our lawyers talk to your lawyers.... I do not know if you know, but we had had a lawyer, Mr. Rafael Silva Almeyda write to Peermusic in 1998 for the purpose of getting a copy of the copyright registrations and other documents which Peermusic we believed had. Mr. Silva Almeyda got a reply from Mr. Hiram Negrón that said that the requested documents had already been given to me, something that was essentially not true, since the only "proof" document I had received from Mr. Negrón were a blanket songwriter contract (blanket songwriter contract: a contract where the "publisher" has no idea what songs are assigned) that did not include the names of songs

and a single PHAM (of 7 existing ones) contract that as it turns out, was illegal under U.S. law (more on PHAM contracts legality can be found below).

Prior to the Silva Almeyda letter Peermusic would not even answer my letter and verbal requests for explanations as to what is a **renewal right** in a song was and where were the unpaid and illegally collected royalties and to explain why Disco Hit and Rafael Escudero (a Peermusic songwriter and alleged friend of Mr. Negrón) were saying they were paying royalties to Peermusic for songs Peermusic now says it does not claim. It seems that we are repeating the process of not getting the answers. Peermusic has learned nothing.

Later on in 2000, another lawyer (Mr. Benicio Sanchez Rivera) wrote to Peermusic, on our behalf prior to our lawsuit against Peermusic, for the purpose of ironing out certain details, such as the continued illegal licensing of our songs and whatever unpaid royalties Peermusic was illegally retaining. Peermusic (I guess that was another Jaegerman decision or the application of the Slotnick-Peermusic policy of no right to know) never replied to our lawyer then.

No one has ever explained (or even apologize) to me why Peermusic did not reply or contract our lawyer, Mr. Benicio Sanchez or why Peermusic gave false information to our other lawyer, Rafael Silva Almeyda.

As you can see your advice that we let our lawyer deal with Peermusic has not worked in the past and makes no sense at all. Keep in mind: Nothing seems to work with Peermusic, nothing is forgotten by us, and nothing has been learned by Peermusic in dealing with us.

Guillermo Venegas is one of the greatest composers that ever lived, possibly the only one that was great in both classical music and with popular songs. If you have doubts about this, you should visit the website dedicated to him and listen to his piano works at <http://www.gvenegas.com>. Peermusic was assigned some songs at one time and Peermusic showed its appreciation by not doing anything with the songs and then illegally retaining some additional song rights for the purpose of doing effectively nothing with the songs. Peermusic also stole from others (BORRACHO SENTIMENTAL) and labeled the song as a Venegas song, to do nothing with the song. It even “acquired” (some may say stolen) a song from Edmundo Disdier that was really composed by Venegas. And no one has recorded any Venegas song under a Peer license in the songs it has claimed for over 50 years. A historic feat in music publishing! Peermusic has even sued ACEMLA over BORRACHO SENTIMENTAL and no one has told the judge in that case that it is a song stolen by both Peermusic and ACEMLA and no authored by Venegas. A clear deceit of the court. All of which proves that Peermusic has a few legal problems of its own making and is unqualified to give me or anyone legal advice. I know, none of this is your fault, but when I write to you it is also to Peermusic.

FYI, I am working on a brief amici curiae to inform the court of Judge Perez Gimenez how the songs Génesis and Borracho Sentimental (allegedly composed by my father) and its royalties were illegally appropriated and how the court is being deceived by Peermusic and ACEMLA-LAMCO, how the music publishing business operates, how blanket licenses to radio stations from ASCAP, BMI and ACEMLA are essentially worthless because the stations have no realistic or practical way of knowing what songs are covered by said licenses, etc. If you would like me to add you to the unofficial distribution list

after the amici curiae is filed in the court, just let me know and I will send you a courtesy copy. Of course nothing in the brief will be a surprise Peermusic.

No one has told me that Peermusic is a reformed company. Actually, the Slotnick-Peermusic policy that we have no right to information tells me how corrupt the Peermusic business ethics has always been and that it has become far worse under current management which, hopefully, does not include you.

All of the above are reasons why legal advice from Peermusic is **not welcome**. Perhaps I should do the opposite of whatever you recommend. Nothing personal here. I realize that likely you are just doing your job as others request of you.

FREDDY MATOS SCORE REQUEST

Freddy Matos, a renowned musician here, requested on June 7, 2004 scores of 16 Venegas songs, which Peermusic, by contract obligation must exploit for our benefit. That was over six months ago. Now you have given me the most absurd explanation that publishers do not have scores available for performers and record companies. Only fools would run a music publishing company without music scores. Apparently in the many years of experience, Peermusic has not realized that recordings made without scores are moral rights dynamite because the songs will be changed, as has already happened with some of the songs that Peermusic obtained “**without the author suspecting**” from my father. Even if you get the scores to Mr. Matos now, it is too late. When a record company or a performer needs a score it is always right away, not many months later.

Only a fool would run a publishing business in such a way that scores are made available many months after they were requested, with no communication in the meantime to the requester. Do you really think that Mr. Matos is waiting for scores from Peermusic when Peermusic has not even replied to his letter of 6 months ago? I think that Peer should apologize to Mr. Matos and all composers for not replying immediately to Mr. Matos.

What a way to loose business do you have? No wonder one ever recorded a Guillermo Venegas song Peermusic claims to own! Maybe this is why no one records Peermusic songs unless the songwriter does the work he/she believed the music publisher was doing.

Do you really think that Peermusic will be able to manage the songs we own (at least as primary, beneficial owners) for our benefit this way? Or do we have to do the work of Peermusic because it does not know how to run its business. This is incredible considering that Peermusic is always saying how respectable and big (the world’s biggest independent music publisher) it is.

Of course, Peermusic does not know the songs and does not know the composers, which are simply treated exclusively as text entries or dollar figures in a data base or in contracts. Nothing human or artistic here. A shameful treatment.

If that were really the case, that Peermusic does not have scores of the songs it claims to own, it would be an incredible situation, whereby a publisher that claims to try to make every song a hit, as you recently said to songwriter Edmundo Disdier, tries to do it without any score for the song. It is like selling or promoting a product one does not have or

knows what it is like. I prefer to think that Peermusic has the scores but has decided that it was better that we not see it, since it could be another BORRACHO SENTIMENTAL, a song claimed by Peermusic as composed by my father and assigned by him but the composer victim of the theft is really unknown.

Maybe your problem is that “**without the author suspecting**” method of acquiring songs. You do not get scores using that method and that is why you do not have them.

Your letter said my previous letter to you was accusatory. It’s just that I do not like being taken as a fool by Peermusic. Maybe, if you were right, Peermusic deserves to be accused of what it has done.

I will appreciate if you explain how it is that Peermusic will try to make every songs a hit (as you claim) without even having a score or having an idea what a song is like.

To illustrate, not to be humorous, I can imagine Ralph Peer the II, and a Peermusic song promoter (I don’t think such a person exists) having this discussion:

Peer: I want you to go out and get someone to record the song CARÍÑO by Venegas. I like the sound of that song’s name. We need this fast, we are under real pressure to get at least one recording with a Venegas song after so many years of having many Venegas songs and never getting a recording. At least for appearance’s sake we need a recording.

Promoter: The lawyers already alerted me and have already I tried to do that, but we have no score of the song CARÍÑO, which seems, per our records, to really be a song by a Mexican composer. Anyway, no one records phantom songs.

Peer: See if Rafael Venegas can get the score for you.

Promoter: I tried that. Mr. Venegas said to me “are you crazy! If Peermusic lost the score then the song was lost forever and that is a really damaging thing”.

Peer: How the hell did we get into the obligation to promote this song?

Promoter: Beats me. Ask Jacome. He should know.

Peer: What is your recommendation?

Promoter: We could say that the song was included in the trumped up 1964 letter we wrote for Venegas to sign because a record company told us it was a Venegas song, just like Jacome said that a record company told us that LLEGA LA NOCHE BUENA is a Disdier song, except there it was for Disdier. Maybe we can try with a song we have a scores. Or we could say Venegas was crazy in assigning CARÍÑO to us a song he did not write.

Peer: Which song do you suggest for a recording.

Promoter: We have the score for Borracho Sentimental.

Peer: But Venegas did not write that song.

Promoter: Then how do I know that Venegas wrote any song?

Peer: Beats me. Ask Jacome.

Promoter: Hey! How about re recording one of those old Disco Hit record songs?

Peer: Great idea, if you can guarantee that the song is recorded as composed. I don’t want another complaint from Rafael Venegas, this time about moral rights.

Promoter: Then I need the score supplied by Venegas himself.

.....

This no score-no recording thing is the most glaring **contract violation** I can imagine: Zero performance. And it seems that it is the standard mode of operation by Peermusic, decades.

Now, my question to you is what is Peermusic going to do to insure an episode like this does not happen again and additional contract violations (non performance) are not repeated? Peermusic should explain this to all composer that are beneficial owners of Peermusic controlled songs, if you ask me.

A tip: Peermusic seems to be a company run by lawyers, accountants and terrible record keepers. There seems to be no one attending the songwriter and music business that Peermusic is supposed to be in. Maybe Mr. Ralph Peer II, after he reads this letter should ask himself the question as to how it is possible to run a music publishing business without having, let alone without publishing, music scores. This is what ACEMLA does, but one would think that such a prestigious and respected (this is Peermusic's own description, not mine) and large and worldwide publisher would know about the simple things about running its business. Of course Peermusic presently publishes a small fraction of the hundreds of thousand songs scores it promised songwriters to publish. And that is very bad. But no having the scores and just having a song name on a list is an incredible thing. No wonder Peermusic could never legally own songs we own as primary and beneficiary owners. Not if we have any sense of history or responsibility over the music of a great composer.

LLEGA LA NOCHE BUENA

Additionally you omitted saying what documents you have that tell you that the song LLEGA LA NOCHE BUENA is the same song as LLEGA LA NOCHE. Remember LLEGA LA NOCHE may not exist at all (unless you have a score for the song).

For your information my father has many songs that have similar names. There is even an identical name for two songs. See these are just a few examples of Venegas song names

Eres Tu Eres Tu ? Tu eres
No Digas nada No, no digas nada
No Te Vayas Asi No Te Vayas
Cuando Te Enamore Cuanto Te Enamoraba
Voy asi Asi Voy
Desilucion Desolacion
Deja Que Te Diga Dejame Que Te Diga
Noche De Luna Alma De Luna
Luna La Luna
No Te Vayas No Te Vayas Asi
Yo No Se Yo No Se Nada
Te Quiero Te Quiero (two songs have this names)
Soy Soy Yo.

Mr. Edmundo Disdier has informed me that to his knowledge Peermusic has not taken any steps to correct the claim that this song is a Peermusic and Disdier song. Specifically I asked if ASCAP or if all ASCAP licensees had been notified. Mr. Disdier declared that he

has received no information from you as to what actions Peermusic has taken, not a surprising fact in view of what Jaegerman theory explained at the trial, that it was us that had to inform the performance societies.

My question is: How and when Peermusic will act to mitigate the damages made?

The question is made under the belief that Peermusic has not shown Mr. Disdier any assignment document signed by him, for this song, reason for which I no longer suspect that Mr. Disdier stole the song.

NO, NO DIGAS NADA

Regarding the songs “No Digas nada” and “No, no digas nada”, Peermusic seems to have included both in its catalog. Also Peermusic has licensed a song named “No me digas nada” to Disco Hit. So, it could then be that Peermusic has been exploiting three similarly named Venegas songs while it claims to just own one of them. I would recommend that you check why “No Digas nada” and “No me digas nada” (Peermusic document 1821), which is not claimed by Peermusic, wound up in a Peermusic document or licenses.

BTW, the lyrics that Peermusic has in it’s records (Peermusic document 1501) for “No, no digas nada” are nothing short of a total massacre of a song by my father. The words are so bad that they can only destroy the Venegas reputation of excellence. They must have been written by someone who knows not the Spanish language. Again, probably the result of getting the song “**without the author suspecting**”. You see, so Venegas would not suspect, Peermusic got the song from anyone that volunteered the song to Peermusic. Of course to make sure the author would not suspect, Peermusic could not pay royalties because if royalties were paid, the author would certainly suspect that Peermusic was exploiting the songs. More information about the massacre can be found in our web page, <http://www.gvenegas.com> under Dear Visitor...and A GUILLERMO VENEGAS SONG MASSACRED BY PEERMUSIC. I suggest that you investigate this also so that Peermusic is prepared for what will surely come up in the future litigation. Maybe this is why Peermusic does not want to show Mr. Matos the scores it made/has of my father’s songs? Fear they were massacred too or are not even Venegas songs?

Now, my question to you is what is Peermusic going to do about the massacred words? I think that some public apology is in order, to all songwriter.

LLEGA LA NOCHE BUENA

Peermusic seems to be out of touch with reality. You repeat the nonsense that the song wound up registered at ASCAP as an Edmundo Disdier because a record producer said it was a Disdier song. This is incredulous and shows a lack of respect for my intelligence. It means that Peer took a song from Disdier as its own because a record producer asked for a Disdier song license? Either you are joking or you better come up with a better explanation. Remember Peermusic has no record of ever owning or being assigned a song with the names LLEGA LA NOCHE BUENA by Venegas or Mr. Disdier.

You say we have a right to audit your books but you have forgotten that Peermusic requested Disco Hit (the record producer we know of for this song) that it not report sales quantity and because of that this song hardly produced any royalties for Edmundo Disdier. Also that the license mentioned (to Disco Hit) is now defunct (it expired in 1993), so the current licensing is nothing more than a breach of contract with all composers and heirs of songs in that license, being nothing more than a sweetheart deal between friends, Peermusic and Disco Hit.

Regarding that the audit you propose.... the books can simply not be audited by anyone, my dear friend!

And speaking of audits, the Peermusic accountant explained at the trial how the Disco Hit royalties were divided among the many songs in the license, Your accountant stated the money was divided based on a frozen in time sales figure for each song. Since the document that has those sales figures was never presented by Peermusic in discovery I need a copy of it so that I can figure out how the \$70 in royalties paid to Mr. Disdier for LLEGA LA NOCHE BUENA was calculated. Among the documents you owe me, please make sure the document that your accountants use to split the Disco Hit royalties is included. With it and a report on the royalties paid to Mr. Disdier on a year by year (send that too) basis I can audit your royalty figures without even using an accountant auditor or traveling many thousands of miles.

Anyway, if we audit your books, they will show that royalties to be paid were 70 dollars instead of the real \$1,500,000 you owe us (in royalties alone, of course). Certainly I do not want to sue Disco Hit.

There are many reasons to suspect that LLEGA LA NOCHE BUENA and LLEGA LA NOCHE are two different songs. Among which are:

- a. LLEGA LA NOCHE is copyright registered by Peer and LLEGA LA NOCHE BUENA is copyright registered by us.
- b. For LLEGA LA NOCHE BUENA, Disco Hit, who produces a record with the song, informed me, when I asked who licensed them, that Peer licensed the song and that Peermusic was paid royalties. When I asked Peer about this several years ago, I never got a reply and a logical reason was that Peer did not have ownership of the song and to avoid an embarrassment, it simply reacted by not replying to my letter (Slotnick-Peer policy in action?).
- c. Judge Fusté did not mention the song LLEGA LA NOCHE BUENA. Peer had a chance to get the song into the list of songs that Fusté would give Peermusic but Peermusic took no action, therefore you cannot claim now that Judge Fusté gave Peermusic the song. Certainly my father did not give the song to Peermusic.
- d. Peermusic, in the trial, did not claim ownership of LLEGA LA NOCHE BUENA. As a result, the song was not found to be infringed by Peer. Now you say that LLEGA LA NOCHE BUENA belongs to Peer.
- e. Peermusic has never copyright registered the song LLEGA LA NOCHE. Had Peermusic registered the song when it got from my father, by now renewal rights would have accrued, Since Guillermo Venegas never granted the renewal right on a separate agreement when the renewal period came up, the song cannot belong to Peermusic. If on the other hand Peermusic did not register the song because my

father never gave the song to Peermusic then Peermusic has no rights, If on the other hand Peermusic obtained the song legally but did not register it so that renewal rights never came up, then Peermusic committed fraud.

Another point. I gave you some information about the sales of this song (by Disco Hit) and there may be other records that were sold. You, I gather, did not take me seriously. I suggest to you that you take all my allegations seriously and investigate them. The old days where Peermusic brushed off the claims of composers and beneficial owners are over as far as I am concerned. Peer did it in 1987 and we had to sue Peermusic. Again, I am no fool. Give me straight answers. Remember, if Peermusic does not want to negotiate a payment for the theft of the song and/or its royalties of LLEGA LA NOCHE BUENA, the lawsuit will come, since you leave me no other choice. I know employees are there to follow orders, but the orders you get are wrong.

Please note that Mr. Edmundo Disdier has just informed me that you have not resolved his problem of being named as the author of this song, a serious moral rights breach for both Mr. Disdier and for us. I recall having heard the song on television by singer Danny Rivera, but the composer named in the credits was not my father. An officer at the television station told me it had an ASCAP blanket (blanket: a license where the licensee has no idea what songs are included in the license) performance license. I thought I was getting the runaround from the station, as everyone gets in this industry, but it now seems that the television station may have been right. It was a very upsetting episode for me. The song is still registered at ASCAP and perhaps it is listed in some licenses and records as a Disdier song. Peermusic, as always, seems to be frozen in time and is unable to correct a simple data base.

**MI CABAÑA
BORRE TU AMOR
COMO ES LA VIDA**

You are refusing to tell me how these songs got to be in the Peermusic catalog. Remember back in 1997 when Peermusic refused to show how it got the songs. We are back in the same point, with these songs. It is a Peermusic obligation to show the proof or admit this is just another of the many songs that were stolen by Peer. You did not mention these songs in your letter. Certainly you are personally using the Slotnick-Peer policy that we have no rights to information and you are wrong. We have rights to that information, now or in a trial. You choose.

With respect to BORRE TU AMOR, Your position that you do not have to explain why a song is or was in your catalog because “**it is not my understanding...**” is an absurd proposition, as if you do not represent Peermusic. You appear to be hiding a theft of a song. Perhaps personally getting involved. I strongly request that you reconsider your position. The same applies to other songs that have been at one time on the Peer catalog but the composer never assigned the song to Peermusic and Peermusic has not explained to me the method of acquisition.

Regarding your words, **it is not my understanding...**”, instead you should check the Peermusic or Harry Fox’s data base. These should tell you which records are being made or have been made under Peermusic authority. Additionally you can check with PHAM,

BMI and ASCAP, Maybe they can tell what you should know. This is what computers are for.

A question to ask then, why did Peermusic ask the children of the composer to assign the song BORRE TU AMOR to Peermusic and why did the judge say that it was in the Peermusic catalog? Someone in Peermusic must know. Either that or I am really the fool that Peermusic thinks that I am.

Also, why did Peermusic tell Disco Hit, songwriter Rafael Escudero and PHAM that it owned MI CABAÑA?

Of course I recall that Mr. Jaegerman said at the trial that Peer had a right to acquire song per the plan “**without the author suspecting**”. Was he talking about these songs too?

TU BIEN LO SABES

The renewal rights to this song accrued in about 1999. But Peermusic has not told us anything about that. Must be the Slotnick-Peer policy in action: We have no rights to information. Yes, you may say that the song belongs to Peermusic because that was decided by a judge that was fooled by Peermusic. The judge also decided that the stolen song BORRACHO SENTIMENTAL belongs to Peermusic. Surely this will be legal legend! I just hope you do not believe the judge.

My question here is, do you have any reason for hiding that the renewal rights accrued in 1999 and the song now belongs to us?

Please be informed that effectively immediately we will we are free to license this song (TU BIEN LO SABES) or use it however we can and that any additional licenses issued within the three year period before our lawsuit to Peermusic or afterwards by Peermusic, ASCAP, or any other party not authorized by us as infringing actions subject to whatever legal actions we feel are appropriate.

I also hereby request that Peermusic do all the housekeeping required actions as outlined in our section below about termination of assignments (recordation, notifications, etc.) I also expect an accounting of all incomes received for this song since the renewal rights accrued as well as a list of all illegal licenses, even the blanket ones, issued for this song after it became our property.

BTW, there is a nice article about renewal rights at The Copyright Dog blog page: **BIGGEST COPYRIGHT SCAM: RENEWAL RIGHTS APPROPRIATION**
You may want to read it at <http://chocoweb.blogspot.com/>

SOMOS DIFERENTE

This song has also been in the Peermusic catalog, but Peermusic has never said how it got there. Please explain this song “acquisition” by Peermusic and remember history cannot be erased, even by a judge. I want explanation as to how this song was assigned to Peermusic or stolen by Peermusic.

WORLD RIGHTS FOR SEVEN PHAM SONGS

I understand that Peermusic is claiming to own the world rights to the seven songs that my father assigned to PHAM when PHAM, the Mexican publisher was founded and owned by Peermusic. I believe that Mr. Jaegerman said at the trial those facts (which is at odd with information I have receiver.... That PHAM was founded by the owner of Televisa, Emilio Azcárraga Vidaurreta (1895-1972). But we will handle that at another time.).

But these are some of the facts:

1. The assignments were not really assignments, because my father retained the rights for the territory of Puerto Rico. These assignments can only be construed as limited non exclusive licenses. As a matter of law assignments must be exclusive.
2. The assignments were illegal under American laws because they were not witnessed and signed by a consular representative.
3. The Mexican law limits the assignments of composers to period to 5 years. That period ended in about 1974. (**Mexican law, Art. 33: In the absence of any express provision, any transfer of economic rights shall be deemed to be for a term of five years. A term of more than 15 years may only be agreed upon in exceptional cases where dictated by the nature of the work or the scale of the required investment.**). As you should know, and advancement is not an investment. As a matter of fact the PHAM contracts mention no advance payment, so there was none, at least on record.
4. PHAM is not reporting royalty reports to anyone for these songs. Therefore if it had any rights, it lost them as a result of a fatal contract violation.
5. When Peermusic on behalf of PHAM made renewals on the songs and that was not reported to us, a fatal contract violation was made. You see, all contract presume good faith and the hiding of renewal rights is BAD faith.
6. When Peermusic on behalf of PHAM issued illegal licenses in Puerto Rico and then refused to return the money (as I asked) it committed additional fatal contract violations.
7. If Peermusic authorizes anyone to use any of the songs anywhere in the world we will sue Peermusic. After the authorization will be originating from the U.S. (not the rest of the world) and the income will be received in the U.S.
8. When Peermusic retained 87.5 percent of the income from royalties before making payments to PHAM it was essentially stealing, another , fatal contract violation. You see if Peer retained 87.5 per cent of the royalties and PHAM paid 50 per cent of the remaining 12.5 percent, we would have received only 6.26 percent of the royalties. Clearly a fatal contract violation, since the we were supposed to get 50 percent of the royalties. Remember, as Jaegerman said, Peer and PHAM were the same company and there should not be royalty splitting, (a wonderful trick) within the same company.
9. The songs, great as they are commercially dead, thanks to the way Peermusic is operated and treated the songs of my father. You want to bet that Peermusic has never paid a single cent of sheet music royalties?
10. Peermusic cannot claim to own what PHAM does not claim to own or what belongs to PHAM. If the songs are still owned by PHAM (as the copyright said, and they are not

at present), then what Peermusic could have is a license like the one which PHAM gas, not an ownership like the ownership PHAM never had. Of course if PHAM wants to discuss the issue with me, they are welcome to contact me (strangely something they have never done in the 11 years since my father's death).

11. As Mr. Hiram Negrón, in representation of Peermusic told me "PHAM pays no one".

Etc. Etc.

This is my question: What legal basis does Peermusic have

PEERMUSIC ADDRESS IN PUERTO RICO

You forgot to send me the address of Peermusic in Puerto Rico. If you have no office, then please send me the address and telephone of your representative, Hiram Negrón.

BTW. I will send a copy of this letter to Mr. Negrón through Disco Hit. After all he is your representative here and should be aware of our position..

SLOTNICK-PEERMUSIC POLICY

You state I misunderstood what Slotnick said. He said we had **no right to information**, except as a favor from Peer. What I think is that it is you who misunderstood. You did not get it: Peermusic is tyrannical in its relation to songwriters and beneficial owners, the more significant owners, for your information. The music is made by the author, while publishers like Peermusic just puts them on lists and nothing more! No sir, there is no misunderstanding at all.

TERMINATION OF ALL RIGHTS

You should read Sec. 203. Termination of transfers and licenses granted by the author. Well, according to this article in the law, all songs that were assigned by my father in the now to become famous one party (the second party, Peermusic, never signed the document) agreement dated April 29, 1964 have now been in the possession of Peermusic for exactly 40 years, being 1964 the assignment date. As published works (I consider that placing the songs in the BMI catalog as publishing, for the purpose of termination purpose) the songs (in the 1964 agreement) now revert to us through our right to terminate the assignments.

I, as representative (through a really notarized, thus valid, power) of our owners (my sisters and brother, heirs of the composer) GVL Inc. hereby reclaim the songs back through TERMINATION.

Please proceed with the recordation paperwork. All final licensees of Peermusic, BMI and Harry Fox and any other sub contractor of Peermusic must be individually notified by Peermusic or its subcontractors, and it does not matter that thousands of notification letters have to be issued throughout the world. I don't want an BMI license (through a partner performance society) in India or elsewhere think that they can play these songs any longer. I also need proof that the notifications were made. I personally do not care

about music publishing “Industry practices” of not notifying anyone about anything. I recall that Mr. Jaegerman alleged in court that it was us who had to do the notifications. But the licensee and subcontractor names and addresses are unknown to us. Mr. Jaegerman who is a lawyer, should have known the simple logic involved.

Please be informed that effectively immediately we will treat all songs listed in the April 29, 1964 “agreement” letter as terminated and as such we are free to license them or use them however we can and that any additional licenses issued as if 30 days after your receipt of this letter by Peermusic, BMI, or any other party not authorized by us as infringing actions subject to whatever legal actions we feel are appropriate.

I hope that your lawyers do not come up with another wild and deceiving story about world rights, presumably because U.S. Copyright laws do not apply outside the United States. Again, we are no fools!

The new owners shall be named in the recordation:

Maria Venegas Hernandez
Yeramar Venegas Velasquez
Guillermo Venegas Hernandez
Rafael Venegas Hernandez

LUCY CHAVEZ (WIDOW) TERMINATION RIGHTS

For your information, Puerto Rico courts told the widow that she assigned whatever rights she had to the children of Venegas. She argued to the court she had termination rights, that that was a federal laws issue and that the local court had no jurisdiction. She got a big NO (“no ha lugar” which means “denied”) from the Puerto Rico Supreme Court to her arguments about her termination rights. Since she did not appeal to the U.S. Supreme Court, the local court’s decision regarding her claimed termination and jurisdictional issues, the decision is final, regardless whether it was a right or wrong decision of the local court.

Gee. I wonder why no one at Peermusic told me that before! Oh. I know, the Slotnick-Peermusic policy that we have no right to information. Anyway Peermusic never notifies songwriters that renewal and termination time has come up. Right?

Please note that this does not recognize that Peermusic owns the songs at present as decided by the judge or that the 1964 “agreement” signed by my father has any validity at all. It just means that if Peermusic thinks it owns the song, it can no longer think that.

I must end this letter, even though there are many more issues that must be settled between Peermusic and us that are not part of our lawsuit and apparently will not be resolved by the courts in the near future. Future letters will cover these other issues.

A Peermusic reply and an action on every issue that I have presented is expected from Peermusic. Nothing less is expected of Peermusic.

Truthfully

Rafael Venegas
Executive Director
Guillermo Venegas Lloveras Inc.

Note: All pages are signed to insure validity of each page.

Copy:
Ralph Peer II (certified)
Mr. Edmundo Disdier
Mr. Freddy Matos
Maria Venegas Hernandez
Yeramar Venegas Velasquez
Guillermo Venegas Hernandez
Hiram Negrón (at Disco Hit office)
Ignacio Mena (Disco Hit)
Lucy Chavez Butler