

Peer argued at Appeals Court (Boston) brief, they never received public performance income for Genesis. If correct, it would mean that Banco Popular did not pay Peer anything for their 1993 performance of the song in their televisión special program.... or Peer lied to the court.

undisputedly owned the copyright in the work – and Peer has not received any performance royalties from BMI for *Amor Dulce* for at least twenty years.

Ultimately, the Venegas Appellants' esoteric theories, while perhaps interesting, are irrelevant because, as the District Court correctly held, there was no proof, circumstantial or otherwise, that Peer authorized any infringing public performances of any GVL works. Peer's documentary evidence confirms that it received absolutely no public performance income from *Genesis*, *Apocalipsis* or *Amor Dulce* in twenty years.<sup>6</sup> The Venegas Appellants offer no support for their position other than mimicking an argument made by Peer in another case against LAMCO/ACEMLA in a totally different context under distinctly different facts.

The Venegas Appellants' second contention is that, having received an award of \$5,000 for one act of infringement, which is significantly greater than the entire GVL catalog earned in ten years, the Venegas Appellants ask this Court to overturn the discretionary award of statutory damages granted by the trial court because, in essence, Peer did not appear (to them) to be sufficiently chastened by the award and needs to be deterred. The Venegas Appellants divined Peer's purported state of mind from a post-trial motion made by Peer for an award of

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<sup>6</sup> To put this case in perspective, the total royalties paid to Peer from all other sources, such as mechanical royalties, for *Amor Dulce* from January 1, 1983 through June 30, 2003 was only \$11.41. (Peer Defs.' Ex. 195) The total revenues for *Apocalipsis* was zero in twenty years and *Genesis* was approximately \$3,300

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**United States Court of Appeals**  
for the  
**First Circuit**

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MARIA VENEGAS-HERNANDEZ; GUILLERMO VENEGAS-HERNANDEZ;  
RAFAEL VENEGAS-HERNANDEZ; YERAMAR VENEGAS-VELAZQUEZ;  
GUILLERMO VENEGAS-LLOVERAS, INC.,

*Plaintiffs-Appellants/Cross-Appellees,*

- v. -

ASOCIACION DE COMPOSITORES Y EDITORES DE MUSICA  
LATINOAMERICANA (ACEMLA); LATIN AMERICAN  
MUSIC COMPANY, INC. (LAMCO),

*Defendants-Appellees/Cross-Appellants,*

- v. -

PEER, PEER INTERNATIONAL CORPORATION; SOUTHERN  
MUSIC COMPANY, LUIS RAUL BERNARD; JOSE L. LACOMBA;  
LUCY CHAVEZ-BUTLER,

*Defendants-Appellees.*

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APPEAL FROM THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

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**BRIEF OF DEFENDANTS-APPELLEES**  
**PEER, PEER INTERNATIONAL CORPORATION**  
**and SOUTHERN MUSIC COMPANY**

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