

OFFICIAL DESIGNEE AFFIDAVIT

APR 01 2013

FCC Mail Room

I, Kirk Fallah, of the City of Homewood, in the Province/State (Country) of Illinois, HEREBY MAKE OATH AND SAY:

1. THAT I hereby state that Windy City Poker Championship owned by Fallah Productions Inc. is unable to afford Closed Captioning due to the lack of funding for the project. The exemption from Closed Captioning is vital to the existence of the program, without the exemption. The show would no longer be in production due to lack of available funds.

2. I am a copyright owner, or an authorized officer or director of the corporate entity, Fallah Productions Inc., which is a copyright owner of the production/series Windy City Poker Championship.

SWORN before me at the City of

Olympia Fields, in the

Province/State of Illinois,

this 26th day of March, 2013 .

Nancy Elaine Fallah

Notary Public or Commissioner of Oaths (Affix seal)

[Handwritten Signature]

Signature

Kirk Fallah

Print Name

President Fallah Productions Inc.

Title and company name (where applicable)

3-26-13

Date



**Fallah Productions, Inc.
Kirk Fallah
18728 Center Ave.
Homewood, IL. 60430
March 26th, 2013**

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**Commissions Secretary, Office of the Secretary
Federal Communications Commission
Attn: CGB Room 3-B431
9300 East Hampton Drive
Capital Heights, MD. 20743
Case Identifier CGB-CC-0967**

Fallah Productions Inc. hereby, submits this petition for exemption to the “closed captions” requirements for show we currently produce titled “Windy City Poker Championship”.

I hereby submit this petition, as requested, for exemption to the “closed captions” requirements for our show. I am requesting this exemption due to the fact it would cause my company and I severe economical financial burden and therefore would force me to cancel the programming and any future planned productions.

I have a limited budget to work with and often exhaust the budgets of any potential sponsors for the event. My budgets fall short of their goal, so asking for additional revenue from advertisers will not be able to assist in reaching enough funds to afford closed captioning. In fact, captioning the programs is more expensive then my entire budget for the productions as is.

Requested Info includes source of closed captioning estimates, name of the sources, proof that I have sought assistance from networks for captioning assistance, and proof that I have sought assistance from other sources of revenue.

Sources for Closed Captioning Prices

1 - VITAC Closed Captioning Services (Tape & Live)

4605 Lankershim Blvd. Suite 250 North Hollywood, CA 91602
CSS Hotline: 724-514-4077 Direct: 818-755-0410
Email: clientservices@vitac.com

2 - Dynamic Captioning LLC (Live)

DYNAMIC CAPTIONING LLC 4650 N. Breton Court SE Grand Rapids, MI 49508
Phone: 616-871-1295 Cell: 616-443-4999
www.DynamicCaptioning.com

3- CaptionMax

2438 27th Ave S Minneapolis, MN 55406 612.341.3566
www.captionmax.com

Rates for Closed Captioning

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1 - VITAC Closed Captioning Services (Tape & Live)

\$75 for LIVE Closed Captioning via Cox-CST Cable Louisiana

Offline Caption Rates - \$300 (Roll Up) to \$600 (Pop On)

\$450 for HD Cam Closed Captioning

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2 - Dynamic Captioning LLC (Live)

\$120 for LIVE Closed Captioning via CSN-Chicago

3- CaptionMax

\$400 for Roll up Closed Captioning via HD Tape

\$600 for Pop on Closed Captioning via HD Tape

Costs of Summer 2013 programs & previously produced programs using rates

New 2013 programs via taped Closed Captions

(4) HDCam Tapes via VITAC for CSN-Chicago @ \$450 rate = \$1,800

(4) HDCam Tapes for CSN-Chicago @ \$58.95 per tape x 4 = \$235.80

(HD Cam tapes are cheaper in 2013 then they were in 2009 and 2010 when original episodes were produced)

[http://www.bhphotovideo.com/c/product/214527-](http://www.bhphotovideo.com/c/product/214527-REG/Sony_BCT64HDL_BCT_64HDL_HDCAM_Videocassette.html)

[REG/Sony_BCT64HDL_BCT_64HDL_HDCAM_Videocassette.html](http://www.bhphotovideo.com/c/product/214527-REG/Sony_BCT64HDL_BCT_64HDL_HDCAM_Videocassette.html)

(4) HDCam Tapes via VITAC for Cox-CST Cable @ \$450 rate = \$1,800

(4) HDCam Tapes for Cox-CST Cable @ \$58.95 per tape x 4 = \$235.80

[http://www.bhphotovideo.com/c/product/214527-](http://www.bhphotovideo.com/c/product/214527-REG/Sony_BCT64HDL_BCT_64HDL_HDCAM_Videocassette.html)

[REG/Sony_BCT64HDL_BCT_64HDL_HDCAM_Videocassette.html](http://www.bhphotovideo.com/c/product/214527-REG/Sony_BCT64HDL_BCT_64HDL_HDCAM_Videocassette.html)

(HD Cam tapes are cheaper in 2013 then they were in 2009 and 2010 when original episodes were produced)

\$2,035.80 in new closed captioning costs per network x 2 = \$4,071.60 to Caption via HD Cam Tape

Additional 12 networks we hope to broadcast on would cost 12 x \$2,035.80 = \$24,429.60

New 2013 programs via LIVE Closed Captions

(4) Episodes Live CSN-Chicago total of 14 broadcasts = 14 x \$120 = \$1,680

(4) Episodes LIVE Cox-CST Cable total of 8 broadcasts = 8 x \$75 = \$600

\$2,280 in LIVE closed captioning for CSN-Chicago and Cox-CST Cable

Using the average LIVE cost of $((\$120 + \$75) / 2 = \$97.50$ avg)

12 networks x 4 episodes = 48 hours x 2 broadcasts per network = 96 hours of programming x \$97.50 = \$9,360 in LIVE closed captioning costs

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Old 2009-2012 program Captions Windy City Poker Championship

**- 30 episodes x 2 plays = 60 broadcasts x 14 networks = 840 hours of programming
30 episodes need 30 unique tapes per network x 14 networks = 420 total tapes**

- HD-Cam CC rates via Vitac = \$450/hour x 420 tapes + (\$58.85 x 420 HD Cam tapes cost \$24,717) = \$213,717

- Live Closed Captioning Option based on Vitac and Dynamic average = 840 hours of programming x \$97.50 = \$81,900

Sought Network Assistance for Closed Captioning

Comcast SportsNet Chicago

On 3/22/2013 1:19 PM, (Name Redacted) wrote:

Thank you for your inquiry regarding close captioning of Windy City Poker. Unfortunately we are not in a position to assist with helping to sell a sponsor to cover the associated costs for close captioning. Our Ad Sales team has obligations to NHL and NBA playoffs as well as Cubs and White Sox season. As you are aware it is required by the FCC unless you have proper approvals. I would suggest contacting our close caption provider Dynamic Captioning and discuss further with them the costs for them to provide this service and invoice you directly. (Name Redacted) 616-871-1295. Thank you.

-----Original Message-----

From: Kirk Fallah [mailto:kirk@focalpointfilms.com]
Sent: Wednesday, March 20, 2013 3:16 PM
To: kirk Fallah; (Name Redacted)
Subject: Closed Captioning Assistance

Hey (Name Redacted),

I wanted to inquire about assistance with Closed Caption sponsors for the poker TV show. Even with the low time-buy rate or barter deals we do for airtime, would it be feasible to have someone from sales look to sell a sponsor to cover the closed captioning cost for LIVE captioning of the broadcasts at the rate quoted to me by Dynamic Captioning of \$120 per broadcast?

Sincerely,
Kirk Fallah

Cox Cable-CST Louisiana

On 3/15/2013 8:01 AM, (Name Redacted) (CCI-Southeast) wrote:

Hey Kirk,

Unfortunately, this isn't something were able to do.

However, we do offer to close caption the shows we air at a rate of \$75/half hour. We go through Vitac. I guess because we have a contract with them on a long term basis, they provided a corporate discount, which we pass along to programmers who need their shows captioned.

I'm not sure how much that'll help, since we don't actually record the captioned copies to tape, but I just wanted to let you know about the option.

Please let me know if you have any questions.

Thanks!

(Name Redacted) | Cox Sports Television

2121 Airline Drive, 2nd Floor | Metairie, LA 70001 | 504-358-6136 d | 504-417-5284 c | 504-304-2243 f |

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From: Kirk Fallah [mailto:kirk@focalpointfilms.com]
Sent: Thursday, March 14, 2013 3:09 PM
To: Kirk Fallah; (Name Redacted) (CCI-Southeast)
Subject: Closed Captioning Assistance

Hey (Name Redacted),

I wanted to inquire about assistance with Closed Caption sponsors for the poker TV show. Would it be feasible to have someone from sales look to sell a sponsor to cover the closed captioning cost for LIVE captioning of the broadcasts at a rate quoted to me by Dynamic Captioning of \$120 per broadcast?

Since we barter for airtime already at a cost of \$0 to my company, I will understand if having someone sell specifically for this one budget item is not an option that can be considered because of the \$0 charge for airing the poker show programs produced by Fallah Productions Inc.

Sincerely,
Kirk Fallah

Closed Captioning Advertisers Additional Funds Request

On 3/25/2013 5:45 PM, (Name Redacted) wrote:

Kirk,

There is no way we can allocate any additional funds for closed captioning or anything else. We have max'd out all resources for this program. Sorry we can not participate and I hope we can still be part of the production.

Name Redacted)

The Little Guys

David Wexler
Sent from my iPhone
Please excuse the spelling.

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On Mar 25, 2013, at 5:14 PM, Kirk Fallah <kirk@focalpointfilms.com> wrote: **FCC Mail Room**

Hello

(Name Redacted) ,

I wanted to inquire about your company adding a sponsor-able element to the program that would cover the cost of Closed Captioning of the TV poker shows we broadcast. While we already have our advertising and sponsorship agreements for general advertisements. I would like to request additional funds that would cover the costs of the closed captioning.

Please let me know if this is an option you guys would consider for the programs.

Sincerely,
Kirk Fallah

On 3/26/2013 12:13 AM, (Name Redacted) wrote:

Hey Kirk,

We are very excited to work with you, unfortunately we have no additional funds available for more sponsorship or closed captioning advertising. Thank you.

On Mon, Mar 25, 2013 at 6:08 PM, Kirk Fallah <kirk@focalpointfilms.com> wrote:
Hello (Name Redacted),

I wanted to inquire about your company adding a sponsor-able element to the program that would cover the cost of Closed Captioning of the TV poker shows we broadcast. While we already have our advertising and sponsorship agreements for general advertisements. I would like to request additional funds that would cover the costs of the closed captioning.

Please let me know if this is an option you guys would consider for the programs.

Sincerely,
Kirk Fallah

--

(Name Redacted)
WPT Boot Camp
Director of Operations
(Phone) 954-318-3956
(Toll Free) 866-978-2668

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On 3/26/2013 4:09 PM, (Name Redacted) wrote:
Kirk -

Thank you for the opportunity. Unfortunately, at this time we are unable to expend on additional advertising for closed captioning. I appreciate you thinking of Geek | Chicago in this context, and I hope we have an opportunity to consider advertising opportunities in future seasons.

Thanks.
(Name Redacted)

On Tue, Mar 26, 2013 at 2:58 PM, Kirk Fallah <kirk@focalpointfilms.com> wrote:
Hello (Name Redacted),

I wanted to inquire about your company Geek Chicago adding a sponsor-able element to the program that would cover the cost of Closed Captioning of the TV poker shows we broadcast. While we already have our advertising and sponsorship agreements for general advertisements. I would like to request additional funds that would cover the costs of the closed captioning.

Please let me know if this is an option you guys would consider for the programs.

Sincerely,
Kirk Fallah

On 3/26/2013 4:28 PM, (Name Redacted) wrote:
Hi Kirk,

Thank you for contacting Ante Up. Unfortunately, our budget is stretched thin and we have no additional funds to help sponsor the closed captioning portion of your programming.

Cheers,

(Name Redacted)

(Name Redacted), Publisher
Ante Up, Your Poker Magazine
<http://www.anteupmagazine.com>
Phone - (727) 331-4335
Fax - (888) 303-5862
Twitter - @anteupmagazine
Facebook - [facebook.com/anteupmagazine](https://www.facebook.com/anteupmagazine)

Ante Up Publishing LLC
2519 McMullen Booth Road

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Suite 510-300
Clearwater, FL 33761

Closed Captioning Company Quotes and Replies

On 3/4/2013 3:29 PM, (Name Redacted) wrote:

Good afternoon Kirk:

Thanks for the chat and the rate to caption your 60 minute program Live as it airs on CSN Chicago is \$120-. Payment terms are COD, and we accept VISA and MC should you wish to place charges on your credit card.

As we discussed, prep material for the assigned caption writer is greatly appreciated. I believe you said that the program will air closer to summer, and please contact me to schedule at least 1 week prior to air.

Many thanks:

(Name Redacted) / *Director of Sales*

DYNAMIC CAPTIONING LLC

4650 N. Breton Court SE

Grand Rapids, MI 49508

Phone: 616-871-1295

Direct: 616-871-1273

Fax: 616-871-1297

www.DynamicCaptioning.com

From: kirk@focalpointfilms.com [mailto:kirk@focalpointfilms.com]

Sent: Monday, March 04, 2013 2:34 PM

To: info@dynamiccaptioning.com

Subject: Request for Quote

Name: kirk fallah

Address: 18728 center ave

City: homewood

State: Illinois

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Zipcode: 60430

Company Name: Fallah Productions

Phone: 708-935-2861

Email: kirk@focalpointfilms.com

Requested Service: Closed Captioning Live

Series/Program: One Program

Length of Program: 60 minutes

On 3/4/2013 2:58 PM, (Name Redacted) wrote:

captionmax 

Hi, Kirk.

Thanks for looking into CaptionMax. While we have the capability to accept many HD tape formats, we don't work with HDV here.

If you are interested in having us do your captioning and getting your encoding done elsewhere, I've attached a quote for English-language caption creation with export of a caption data file such as an .scc or .cap. The quote includes rates for either pop-on captioning, which is the style that looks more like subtitles, or roll-up captions, which is the type that scrolls on screen and is more commonly used for documentary-style programming. You can see the difference between the two styles in our [sample gallery](#).

All we would need from you would be a low-res reference video, which can be uploaded to our easy-to-use [website](#). I've attached more information about that, as well as our credit card form.

Standard turnaround is 3-4 business days once we receive your source video and payment information, but we can give you a specific turnaround estimate when we know more about your delivery schedule. When would this project be taking place?

Please let me know if there are any questions I can answer for you or if there are any other services we can provide.

Thanks.
(Name Redacted)

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(Name Redacted)
Multimedia Manager

CaptionMax
direct: 612.656.1030

Minneapolis, MN
(CaptionMax World Headquarters)
2438 27th Avenue South
Minneapolis, MN 55406
Phone: 612.341.3566
Fax: 612.341.2345

Burbank, CA
441 North Varney
Burbank, CA 91502
Phone: 818.295.2500
Fax: 818.295.2509

New York, NY
159 West 100th
Suite 1009
New York, NY 10032
Phone: 212.412.1234
Fax: 212.412.1234

On 3/4/2013 7:02 PM, Client Sales and Services (common mailbox) wrote:

Kirk,

Thank you for contacting VITAC.

Our rate for offline captioning is \$300 (roll-up) to \$600 (pop-on) per hour. You can see examples of each of the styles on our web site:

http://www.vitac.com/services/broadcast_captions.asp

We can encode to SD or HD format at hourly rates that vary from \$155 (Beta SP) to \$450 (HDCam). We also encode to digital formats at rates that depend upon the source format, deliverable file format, and run time. See a full list of deliverables here:

http://www.vitac.com/files/pdf/VITAC_DELIVERABLES.pdf

VITAC is the nation's leading provider of captioning services, responsible for captions on everything from the Discovery Channel to the NHL network, *Weeds* to *Army News Watch*. Our captioners and engineers work around the clock, ensuring you never sacrifice quality for quick turnaround.

For more details, please tell me exactly what you're able to send and exactly what you'd like in return. Or call me at 724-514-4077 to discuss your options!

I look forward to working with you and hope to hear from you soon.

Best,

(Name Redacted)

Client Sales & Services Coordinator

VITAC

A Merrill Communications Company

Captioning. Done. Right.

4605 Lankershim Blvd. Suite 250

North Hollywood, CA 91602

CSS Hotline: 724-514-4077

Direct: 818-755-0410

Fax: 818-755-0411

Email: clientservices@vitac.com

www.vitac.com

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Fallah Productions, Inc.
Kirk Fallah
18728 Center Ave.
Homewood, IL. 60430
(708) 935-2861

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March 26th, 2013

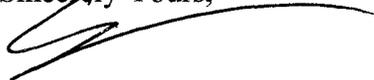
Commission's Secretary, Office of the Secretary
Federal Communications Commission
Attn: CGB Room 3-B431
9300 East Hampton Drive
Capital Heights, MD. 20743

To Whom It May Concern,

I am Kirk Fallah, sole owner and sole operator of Fallah Productions Inc. and at this time would like to submit the enclosed updated petition, as requested on Feb 27th, 2013, for exemption to the "closed captions" requirements for the "Windy City Poker Championship" TV program. Case Identifier CGB-CC-0967.

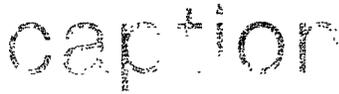
Thank You.

Sincerely Yours,



Kirk Fallah

Fallah Productions, Inc.



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2438 27th Ave S
Minneapolis, MN 55406
612.341.3566

www.captionmax.com

Project Name

one-hour program, title TBD

Created Date 3/4/2013
Quote Expires 4/3/2013
Quote Number 00078826

Rate Sheet prepared for:

Contact Name	Kirk Fallah	Prepared By	[REDACTED]
Account Name	Fallah Productions	Phone	(612) 656-1030
Phone	(708) 935-2861	E-mail	[REDACTED]@captionmax.com
Email	kirk@focalpointfilms.com		
Address	18728 Center Ave Homewood, IL 60430		

60 minute Pop-on Captioning	includes script import or professional human transcription, pop-on style caption timing and formatting, PreciseCheck, and export of a caption data file such as a .cap or .scc	\$600.00
60 minute Roll-up Captioning	includes script import or professional human transcription, roll-up style caption timing and formatting, PreciseCheck, and export of a caption data file such as a .cap or .scc	\$400.00

Terms and Conditions

The Terms and Conditions set forth below apply to all orders received by CaptionMax, Inc., ("CMI") from the Customer and all invoices issued by CMI unless specifically stated in writing by CMI to the contrary. CMI's acceptance of any request to provide services is specifically conditioned upon the Customer's acceptance of these terms, and the Customer's retention of CMI to provide services to it constitute acceptance of these Terms and Conditions. CMI reserves the right to add delete or amend these Terms and Conditions from time to time. Any change shall not apply to previously accepted orders or issued invoices.

1. Quotations and Prices. Written quotations for services automatically expire thirty (30) calendar days from the date issued, unless sooner terminated by notice from CMI. CMI reserves the right at any time to change its charges for services, provided that any such change shall be effective only after thirty (30) days' notice to the Customer. If Customer requests that the scope of work agreed to by CMI be expanded, CMI shall have the right to charge its then current prices for the additional work so performed. Shipping costs are not included in the quotation and are billed as a separate line item. Sales tax, if any, is not included in the quotation and will be invoiced as a separate line item, if applicable. Customer agrees to pay any and all applicable taxes. Customer will be responsible for providing a certificate of tax exemption prior to any order placement. When applicable, Customer agrees to provide new tape stock to CMI. Used, reconditioned, refurbished, or recycled tape stock will not be accepted by CMI.

2. Payment Terms. Invoices will be submitted upon completion of the work. Invoices are due upon receipt. Any dispute must be raised no later than the sooner to occur of five (5) business days of receipt of the invoice, or ten (10) days after its issuance. Invoices not paid in full within sixty (60) days of the due date are subject to a finance charge of eighteen percent (18%) simple annual interest calculated daily on the unpaid balance from the due date. Payments received shall be applied first to any finance charges, then to any cost of collection, including attorneys' fees, then to the oldest outstanding invoice, or in such other order as determined. CMI shall have the right to withhold services if any invoice remains unpaid longer than thirty (30) days after the due date of the invoice. CMI reserves the right to withhold delivery until all invoices are paid in full.

3. Relationship of the Parties. CMI is Customer's independent contractor, and nothing shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party has authority to enter into agreements of any kind on behalf of the other, and neither party

shall be considered the agent of the other

4. Delays. CMI shall not be liable for any delay or failure to deliver any or all of the services where such delay or failure is caused by Customer's action, labor disputes, strikes, wars, riots, civil commotion, fire, flood, accident, storm, interference with transmission communications within the control of a third party, or any other cause beyond the reasonable control of CMI.

5. Limitation of Liability. CMI is not liable for lost profits, special, incidental, consequential or punitive damages which arise directly or indirectly out of the services it is asked to perform, whether such damages are asserted in any action brought in contract, tort or equity. CMI's liability shall in no event exceed the amount billed for the specific services provided that are the subject of the claim.

6. Confidentiality. CMI will use reasonable efforts to maintain as confidential the information provided to it by the Customer for the services to be delivered by CMI. Confidential information shall be so identified by the Customer prior to its delivery to CMI. Confidential information is generally considered by CMI to be information not generally known to the public and that is not known by CMI prior to its disclosure by the Customer or that is not disclosed to CMI by a third party who has the legal right to make such disclosure.

7. CMI's Property. CMI's company name, trademarks, service marks, and original material, whether federally registered or registered with a state or not, are the sole and exclusive property of CMI. Customer shall not use any such identifying or descriptive words, drawings, logos, or symbols except with the prior express written permission of CMI.

Customer's Property.

Unless Customer makes other arrangements, all media and files become the property of CMI to do with as it sees fit. CMI is not liable for damage or loss of any media. CMI is not liable for damage or loss of any media.

8. Scope of Work. Work shall be completed as agreed upon via written communication. All work performed outside the scope of that original document shall be billed at regular and customary rates for that type of service, currently two hundred dollars (\$200.00) per hour of labor with a minimum charge of one hour, then billed to the nearest quarter hour.

9. Cancellations. Unless contractually exempted in writing by CMI, the following Cancellation charges apply: Once CMI has commenced work on pre-recorded work, Customer is responsible for one hundred percent (100%) payment of quoted work. If Customer reschedules or cancels a scheduled CMI real-time captioning broadcast on notice of forty eight (48) hours or less, Customer shall pay CMI a cancellation fee of fifty percent (50%) of the charges it would have been billed by CMI for the broadcast. If the broadcast is rescheduled or cancelled by a notice of twenty four (24) hours or less, Customer shall pay CMI a cancellation fee of one hundred percent (100%) of the charges it would have been billed by CMI for the broadcast.

10. Expedite fees. For services requiring quick turnaround delivery, unless specifically exempted in writing by CMI, services shall be billed at the regular and customary rates plus fifty percent (50%).

11. Miscellaneous. CMI reserves the right at any time to amend these terms and conditions upon thirty (30) days' notice to the Customer. Minnesota law shall control the resolution of any dispute between the parties. Any action shall be brought in the state district court in Hennepin County, Minnesota, or, if appropriate, in the United States District Court located in Hennepin County, Minnesota, and all parties agree to the jurisdiction of said courts and waive any objection to venue.

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