

**Diamond Films Netherlands Cooperatief U.A. v
Univision Communications, Inc.**

2026 NY Slip Op 30279(U)

January 23, 2026

Supreme Court, New York County

Docket Number: Index No. 158739/2024

Judge: Andrea Masley

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 48

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DIAMOND FILMS NETHERLANDS COOPERATIEF U.A., Petitioner, - v - UNIVISION COMMUNICATIONS, INC. and FEDERACION MEXICANA DE FUTBOL ASOCIACION, A.C., Respondents.	INDEX NO. <u>158739/2024</u> MOTION DATE _____ MOTION SEQ. NO. <u>001</u> DECISION + ORDER ON MOTION + JUDGMENT
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HON. ANDREA MASLEY:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 14, 15, 16, 17, 34, 45, 46, 47, 48, 49, 61, 81, 106, 107, 109, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122 were read on this motion to/for TURNOVER PROCEEDING.

For the reasons stated on the record on January 22, 2026, the petition for a turnover order and other relief is granted. This decision supplements the record.

Diamond Films Netherlands Cooperatief U.A. (Diamond) holds a June 23, 2022, final judgment against the judgment debtor TV Azteca S.A.B. de C.V. (Judgment Debtor or Azteca) in the Diamond Action (655384/2020) for the total amount of \$24,161,519.79 (Judgment), which as of September 18, 2024, when this special proceeding was filed, had accrued to over \$29,034,869.31, inclusive of post-judgment interest.¹

Diamond moves pursuant to CPLR 5225 and 5227 for an order:

(a) directing respondent Univision Communications, Inc. (Univision) to turn over to petitioner all sums and property in its possession in which the Judgment Debtor has

¹ As of the date of this decision, the court is informed that the amount owing is \$27,697,712.20. Petitioner is directed to file an affidavit in NYSCEF explaining the calculation to arrive at this amount, within 10 days of the date of this order.

an interest within seven days after the entry of the Order;

(b) directing respondent to turn over to petitioner all debt upon maturity owed from it to the Judgment Debtor, or so much of the debt as is necessary to satisfy the Judgment as it continues to accrue until the Judgment is paid in full;

(c) continuing and extending the Restraining Notice pursuant to CPLR 5225(c) and 5240 until such time as the Judgment is satisfied as it continues to accrue until the Judgment is paid in full;

(d) directing respondent to execute and deliver to petitioner all documents necessary, if any, to effectuate the turnover of such funds in partial satisfaction of petitioner's judgment as it continues to accrue until the Judgment is paid in full;

(e) directing respondent to disclose to petitioner any further property, income, or money that comes into its possession or custody or that becomes due to the Judgment Debtor or in which the Judgment Debtor has an interest, on a timely basis but no later than thirty days after such property, income, or money comes into its possession or custody or such debt is incurred. (NYSCEF Doc. No. [NYSCEF] 17, Order to Show Cause [OSC] [returnable November 13, 2024].)

While there is no opposition to this petition, Univision filed a motion to dismiss or stay which was granted in part as to the stay and denied dismissal, on February 28, 2025 until March 2025 pending motion for leave to reargue the motion to vacate a default judgment in the underlying matter, *Diamond Films Netherlands v TV Azteca S.A.B. De C.V.*, Index No. 655384/2020. (NYSCEF 80, February 28, 2025 Decision.)

Meanwhile, the court initially denied Federación Mexicana de Fútbol Asociación, A.C. (FMF)'s motion to intervene, filed January 9, 2025 (NYSCEF 65) for having failed

to comply with the CPLR's pleading requirement. (NYSCEF 79, February 28, 2025 Decision and Order [mot. seq. no. 004].) The intervention motion was granted on April 17, 2025. (NYSCEF 94, April 17, 2025 Decision and Order [mot. seq. no. 005].) Two of FMF's motions for pro hac vice admission of attorneys were denied for failing to follow procedures. (NYSCEF 93, April 17, 2025 Decision and Order [mot. seq. no. 006]; NYSCEF 105, May 19, 2025 Decision and Order [mot. seq. no. 007].)²

FMF asserts that it has superiority and priority rights over Diamond arising from the 2022 Univision Agreement based on an alleged April 30, 2020 Irrevocable Trust of Administration and Source of Payment Agreement identified under number F/1239 (Trust), among FMF, Azteca, Azteca International Corporation (AIC), and Banco Azteca, S.A., Institución de Banca Múltiple, Dirección Fiduciaria (Banco Azteca), another subsidiary of Azteca (Trust Agreement). (NYSCEF 87, Trust Agreement Recitals I-V, VI.) Azteca receives payments from the Trust, not FMF. (*Id.* Clause IV; Recital III.) Although this issue was briefly raised in FMF's moving brief on its original motion to intervene (NYSCEF 66) and Diamond briefly responded (NYSCEF 72), the court directed detailed briefing. (NYSCEF 106, July 10, 2025 Order.) FMF filed a brief with no further evidence on August 14, 2025. (NYSCEF 109.) Diamond responded September 19, 2025. (NYSCEF 112.) At argument on November 19, 2025, FMF requested an opportunity to file yet another brief, which the court granted. (NYSCEF

² The court notes these two otherwise inconsequential motions as they appear to support petitioner's contention of an effort to delay this action. Likewise, FMF terminated its attorney here two days before the supplementary brief was due in an alleged effort to delay this case. (See also, *Grupo Salinas Telecom, S.A. de C.V. v AT&T Mobility Holding BV*, Index No. 652411/2022; *AT&T Mobility Holdings B.V. v Grupo Salinas Telecom, S.A.*, Index No. 650330/2020. [Grupo is related to TV Azteca and terminated its attorney Paul Weiss.]

125, November 19, 2025 tr 17:20-18:14.) After an extension given by Diamond, FMF's supplemental papers were due December 10, 2025. (See NYSCEF 124, Thomas M. Mullaney, Esq. Aff ¶ 5.) FMF fired its attorney on December 8, 2025. (See *id.* ¶ 4; NYSCEF 126, December 18, 2025 OSC to Withdraw as Counsel [no stay requested].) Despite having more than 30 days since the termination date until argument on January 22, 2026, FMF failed to file its supplemental papers or request an extension of time. Similarly, despite terminating its attorney on December 8, 2025, FMF failed to engage counsel to appear at argument on January 22, 2026. Instead, an attorney who had not been engaged by FMF observed argument on January 22, 2026. FMF's failure to appear by counsel constitutes a default. (CPLR 321.)

Univision's License Agreement provides for certain payments to be made to AIC. (NYSCEF 7, Sanchez Declaration ¶ 19; NYSCEF 9, US Bankruptcy Proceeding SDNY, *In Re TV Azteca, S.A.B. de C.V.* [Azteca's CEO confirmed that Azteca has an interest in the 2022 Univision Agreement— accounting for approximately 56% of Azteca's U.S. revenues].) The Judgment Debtor's interest in the Univision License Agreement is property which is properly subject to turnover. (*ABKCO Indus., Inc. v Apple Films, Inc.*, 39 NY2d 670, 674-75 [1976].)

The court rejects FMF's argument that it has a superior interest or priority over Diamond. FMF concedes that it lacks standing to assert the rights of the trustee. (NYSCEF 109, FML's MOL at 3.) Under New York law, beneficiaries do not have standing to sue to protect or collect trust assets. (*Zachariou v Manios*, 2019 NY Slip Op 32885[U], *8 [Sup Ct, NY County 2019], *affd* 186 AD3d 442 [1st Dept 2020].)

FMF has failed to establish a valid Mexican trust. (See NYSCEF 114, Diego

Ostos Guerresi, Esq. Aff.)

FMF's evidence is woefully insufficient despite having multiple opportunities to submit affidavits. For example, there is no evidence that FMF has an interest in the Univision Agreement. Further, there is no evidence that FMF is owed money from the Univision License Agreement or FMF Agreement. (See NYSCEF 70, Luis Enrique Palma Sanchez³ Aff ¶ 4 [noting that FMF's grant of certain broadcasting rights was distinct from Azteca's grant of other broadcasting rights]; NYSCEF 85, Rafael Rodriguez Sanchez⁴ Aff [failing to allege that FMF is entitled to funds derived from the Liga MX broadcasts that are the subject of the 2022 Univision Agreement].)

Even if FMF asserted that it was owed a certain amount, it fails to show that its rights are superior or that it has priority over the Univision funds. Rather, as a matter of law, the Judgment Debtor's interest in the restrained funds allows Diamond to restrain them. (CPLR 5225 [b].) FMF has failed to demonstrate superiority under CPLR 5202(a)(1) because FMF has not demonstrated that it acquired debt or property for fair consideration.

Having rejected FMF's challenge, Diamond's petition is thus granted in the absence of opposition.

Accordingly, it is

ADJUDGED that the petition is granted, and it is further

ORDERED and ADJUDGED that Univision Communications, Inc. is directed, upon receipt of a certified copy of this order and judgment, to turn over to the petitioner,

³ Palma Sanchez is the COO of FMF. (NYSCEF 70, Palma Sanchez Aff ¶ 1.)

⁴ Rodriguez Sanchez is the CEO of Azteca. (NYSCEF 85, Rodriguez Sanchez Aff ¶ 1.)

Diamond Films Netherlands Cooperatief U.A., \$ \$27,697,712.20 funds on the account of TV Azteca S.A.B. de C.V., judgment debtor, held by Univision Communications Inc.; and it is further

ORDERED that Univision Communications, Inc. is directed to turn over to Diamond Films Netherlands Cooperatief U.A. all sums and property in its possession in which TV Azteca S.A.B. de C.V. has an interest within seven days after receipt of a certified copy of this order and judgment service of this order with notice of entry; and it is further

ORDERED that Univision Communications, Inc. turn over to Diamond Films Netherlands Cooperatief U.A. all debt upon maturity owed from it to TV Azteca S.A.B. de C.V., or so much of the debt as is necessary to satisfy the Judgment as it continues to accrue until the Judgment is paid in full within seven days of receipt of a certified copy of this order and judgment; and it is further

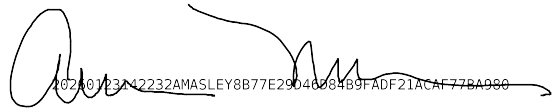
ORDERED that continuing and extending the Restraining Notice is continued and extended pursuant to CPLR 5225(c) and 5240 until such time as the Judgment is satisfied as it continues to accrue until the Judgment is paid in full; and it is further

ORDERED that within seven days of receipt of a certified copy of this order and judgment Univision Communications, Inc. shall execute and deliver to Diamond Films Netherlands Cooperatief U.A. all documents necessary, if any, to effectuate the turnover of such funds in partial satisfaction of petitioner's judgment as it continues to accrue until the Judgment is paid in full; and it is further

ORDERED that within seven days of receipt of a certified copy of this order and judgment Univision Communications, Inc. shall disclose to Diamond Films Netherlands

Cooperatief U.A. any further property, income, or money that comes into its possession or custody or that becomes due to TV Azteca S.A.B. de C.V. or in which TV Azteca S.A.B. de C.V. has an interest, on a timely basis but no later than ten business days after such property, income, or money comes into its possession or custody or such debt is incurred; and it is further

ORDERED that petitioner shall file the transcript to be so ordered.



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1/23/2026

DATE

ANDREA MASLEY, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE