

February 12, 2024

Suzanne Wilson
General Counsel and Associate Register of Copyrights
United States Copyright Office
101 Independence Ave. S.E.
Washington, D.C.20559-6000

Submitted Electronically

Dear Ms. Wilson:

The intent of this letter is to summarize the *ex parte* meeting that the Nashville Songwriters Association International (“NSAI”) and the Music Artists Coalition (“MAC”) had with you and other members of your staff on February 12, 2024. The Office requested the meeting in regard to outstanding issues related to Docket No. 2022-5, *Termination Rights, Royalty Distributions, Ownership Transfers, Disputes, and the Music Modernization Act*.

Present in the meeting were: Jordan Bromley (MAC), John Riley (USCO), Jason Sloan (USCO), Jennifer Turnbow (NSAI) and Suzanne Wilson (USCO).

The first issue the Office wished to discuss concerned payments from the MLC to the owner at the time of use versus the current practice of payments from the MLC to the owner at time of payment. The Office indicated that one approach would be to give the MLC the presumption that the person identified in its records at the time it takes its “snapshot” for payment is legally entitled to that payment, while also caveating that the MLC’s payment distribution in no way affects or prejudices any party’s legal rights. The Office was interested in NSAI and MAC’s thoughts on that approach.

- Bromley indicated that he thought that was an elegant solution and an acceptable approach.
- Turnbow indicated that NSAI was specifically concerned with the practical implications of who gets paid without creating burdensome requirements to the MLC that would delay the payment of royalties.
- NSAI wishes to add for the record that it has concerns with any language that might cause ambiguity in the law and create ownership questions.

The second issue the Office wished to discuss concerned the process around how the MLC gets notified of a payee change, how a termination dispute is handled, and how disputes get resolved.

- Both Bromley and Turnbow agreed and emphasized that the default position should be to make it as easy as possible for a terminating songwriter to comply with processes to effect their right.
- NSAI wishes to add for the record that the Music Modernization Act envisioned that such processes would be considered and set by the committees and Board of Directors of the MLC.

Finally, the Office indicated that it expects the MLC to bring a concern regarding the implementation of a system around retroactive adjustments. The Office has an understanding from its ex parte call with the MLC that there may be some outlying scenarios where a publisher would want to pursue a songwriter who was paid twice, but the Office did not have details. The Office wanted to know if NSAI and/or MAC had any initial thoughts on that.

- Bromley and Turnbow both intimated that the goal was fairness and to mitigate the burden for a songwriter to exercise his/her termination rights to be paid from the effective date of termination.

Thank you again for the opportunity to participate and provide the perspective of creators on this matter. Please reach out if you require any additional information.

Sincerely,

Jordan Bromley
Member, Board of Directors
Music Artist Coalition

Jennifer Turnbow
Chief Operating Officer
Nashville Songwriters Association International