

UNITED STATES COPYRIGHT OFFICE
The Library of Congress

In re

Periodic Review of the Designations of
the Mechanical Licensing Collective
and Digital Licensee Coordinator

Docket No. 2024-1

INITIAL SUBMISSION OF THE MECHANICAL
LICENSING COLLECTIVE (The MLC)

April 1, 2024

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INTRODUCTION

Five years since designation, and three years since The MLC¹ launched its operations, it has become a success story in the music industry, and that success is shared by the entire industry together with Congress and the Copyright Office (the “Office”). The MLC is the result of a “perfect storm” of powerful legislation, responsive regulation, industry-wide engagement, and exceptional staff dedicated to the nonprofit mission to improve the industry.

The MLC is first and foremost an extension of the key principles of the Music Modernization Act (“MMA”), and has carried forward the generational consensus behind that legislation. The MMA envisioned an organization that could rise above the fray of proprietary data and fragmented processes to elevate the industry standard of transparency and collaborative efficiency. Critical to this ambitious vision was Congress’s decision to empower The MLC with the authority to effectively build and administer a global data clearinghouse and nationwide licensing system for digital music providers (“DSPs”) operating in the United States, through which more than a billion dollars in annual royalties now flows for the full benefit of songwriters and music publishers in every corner of the world, without a penny in fees, costs or commissions deducted.

At the time The MLC was designated by the Register in 2019, the laudable vision of the MMA was clear, although the aggressiveness of the statutory timeline to build full operations was unprecedented, and viewed by many to be impossible to achieve. As The MLC noted in its

¹ All references to “The MLC” in this submission pertain to the specific entity submitting this document, namely the nonprofit corporation registered in the state of Delaware that Congress designated as the statutory collective under 17 U.S.C. § 115(d) (“Section 115(d)"). Conversely, “the statutory collective” (in lowercase) refers to the role of the statutory mechanical licensing collective as outlined in Section 115(d), not to The MLC per se. All “Section 115” references herein refer to Section 115 of Title 17 of the United States Code (the “Copyright Act”) and “Blanket License” refers to the statutory blanket license established in Section 115(d).

Designation Proposal,² several potential primary vendors dropped out of the RFP process because they believed the statutory deadlines were too aggressive. Upon designation five years ago, the statutory timeline gave The MLC less than 18 months to staff, build, and launch a fully-formed and operational collective. The statute also could not have anticipated that almost exactly halfway through this start-up period, a global pandemic would paralyze the nation and the world.

Despite it all, on the back of broad industry consensus, The MLC was able to marshal the expertise and resources to launch on time, and has made every single monthly royalty distribution—36 and counting—on time or early, bringing its total royalties distributed to more than \$2 billion. “The unqualified success of The MLC in completing its first royalty distribution on time despite the incredibly short start-up timeline (and the success of completing every subsequent distribution on time or early) should not be taken for granted. It is a testament to the ambition of Congress, the diligence of the Office—which promulgated an extraordinary volume of complex MMA implementing regulations in a short period—and the extraordinary efforts of The MLC team and its rightsholder members (“Members”).

Meeting the MMA’s deadline to begin distribution of royalties, and successfully distributing royalties in a timely manner each month thereafter, is not The MLC’s only achievement since being designated; The MLC also successfully established and now maintains one of the largest mechanical rights ownership databases in the world—a database that is accessible to the public free of charge. This database reflects the same data The MLC uses to match and distribute royalties. It therefore provides full transparency regarding who has claimed the right to receive royalties for each and every musical work that rightsholders have registered. The MLC also makes available to rightsholders information about the sound recording uses that

² Designation Proposal of Mechanical Licensing Collective, Docket 2018-11 (March 21, 2019) (“Initial Designation Proposal”).

remain unmatched to musical works, including uses from time periods before the January 1, 2021 Blanket License effective date, for which DSPs transferred approximately \$425 million³ in historical unmatched royalties to The MLC in early 2021 pursuant to the MMA.

In short, The MLC has already fulfilled the key operational requirements set forth in the MMA. While some unmatched or unclaimed royalties remain, there are no longer unpaid royalties connected to undisclosed uses of works. The MLC has fully illuminated all of the remaining unmatched royalties and thereby eliminated the so-called “black box” in this area of the industry. The MLC has also created easy-to-use tools that rightsholders can use to register a work and their claim to the work, claim shares of an existing work registration, and suggest matches for unmatched recordings that they believe feature their works.

In that way, The MLC’s approach to operations clearly reflects its belief that it can be most effective when it works in partnership with its Members. A good example of this is The MLC’s matching process. The vast majority of matching is done by The MLC through its technological tools and the manual processes it has developed. The MLC devotes substantial resources to expanding and developing its musical works database, and to matching works in the database to the ever-increasing number of recordings in the market. The MLC not only mobilizes its own resources towards these ends but has developed its Supplemental Matching Network, a network of vendors to increase matching resources and activities. At the same time, The MLC recognizes (as Congress did in the MMA) that rightsholders are essential to the process and must be given access to the data so that they can play their part in identifying their works. By providing Members with tools they can use to review and improve their data, The MLC empowers them to play their part in ensuring The MLC’s success in fulfilling its mission for their benefit.

³ The recent *Phonorecords III* adjustments received by The MLC appear to have reduced the amount of historical unmatched royalties to approximately \$398 million.

As discussed in detail below, The MLC’s highlights from the past five years extend well beyond these examples of its success. In just over three years, The MLC has established itself as an industry leader in numerous other areas, including member support, education and outreach, and more. Remarkably, The MLC has established itself as a leader in these areas while also operating in an incredibly efficient manner. The MLC has one of the lowest known “effective” administrative rates of collective management organization (“CMO”) in the world, when determined by calculating its operating costs as a percentage of its total royalties processed – and because of a key provision in the MMA, The MLC’s services are entirely free to its Members because the DSPs fund The MLC’s operating costs. Details on these achievements are laid out below.

While there is much to be proud of, The MLC is committed to building on the strong foundation it has established by continuing to find ways to enhance and improve its operations, tackle the new challenges that arise, provide even more benefits to stakeholders, and continue to play a leading role in transforming the music industry for the better. To that end, The MLC looks forward to hearing feedback from stakeholders who elect to participate in this review process. The MLC’s continued development and success is dependent on active engagement with, and constructive feedback from, its Members, DSPs and other stakeholders. The MLC intends to use that constructive feedback to inform the work it does over the next five years.

THE DESIGNATION CRITERIA

The NOI⁴ expresses the Office’s intent for The MLC to focus this submission on “the statutory designation criteria” and “certain areas of interest to the Office,” while also allowing The MLC to include additional information for the Office to consider.⁵ The NOI includes numerous directed inquiries, which are organized by the three statutory designation criteria. This submission maintains that organization structure and responds to each of the Office’s directed inquiries. The MLC also supplements its responses throughout this submission with additional information that it believes is relevant for the Office to consider.

Criterion 1: Nonprofit Status

The MLC satisfies the first criterion for designation: that the collective must be “a single entity that is a nonprofit entity, not owned by any other entity, that is created by copyright owners to carry out responsibilities under this subsection.”⁶ As described in its Designation Proposal,⁷ The MLC is a nonprofit trade organization registered under section 501(c)(6) of the Internal Revenue Code and is in good standing as a corporation registered in the State of Delaware. A current Statement of Good Standing from the Delaware Division of Corporations is attached as Exhibit 1.

⁴ U.S. Copyright Office, Notification of Inquiry, Periodic Review of the Designations of the Mechanical Licensing Collective and Digital Licensee Coordinator (the “NOI”), 89 Fed. Reg. 5940, 5942-44 (Jan. 30, 2024).

⁵ NOI at 5942.

⁶ Section 115(d)(3)(A)(i).

⁷ See Initial Designation Proposal at 65-66.

Criterion 2: Indicia of Endorsement and Support

The MLC satisfies the second criterion for designation: that the collective must be “endorsed by, and enjoy[] substantial support from, musical work copyright owners that together represent the greatest percentage of the licensor market for uses of such works in covered activities, as measured over the preceding 3 full calendar years.”⁸

As noted in the NOI, after significant analysis and discussion, the Office concluded in its original Designation Rule⁹ that this criterion required endorsement and support from licensors with the largest market share measured by licensing revenue from covered activities:

The Copyright Office concludes that the endorsement provision in section 115(d)(3)(A)(ii) mandates that the entity designated as the [statutory collective] be endorsed and supported by musical work copyright owners that together earned the largest aggregate percentage (among [statutory collective] candidates) of total royalties from the use of their musical works in covered activities in the U.S. during the statutory three-year period. In other words, the Office agrees with [The MLC] that the endorsement criterion is a plurality requirement based on market share, measured by applicable licensing revenue. The Office draws this conclusion from the plain meaning of the statutory text, which, after careful review of the statute as a whole, the Office concludes is unambiguous.¹⁰

For this first periodic review of its designation, The MLC performed the following two steps to show that it satisfies this criterion.¹¹ First, The MLC gathered new endorsements from its Members for the Office’s reference in connection with this proceeding. Members, including self-administered songwriters and music publishers, who wanted to endorse The MLC were able to log into their MLC Portal account (thereby verifying their representation of the copyright owner(s) of

⁸ Section 115(d)(3)(A)(ii).

⁹ U.S. Copyright Office, Final Rule, Designation of Music Licensing Collective and Digital Licensee Coordinator, (the “Designation Rule”), 84 Fed. Reg. 32274 (July 8, 2019).

¹⁰ Designation Rule at 32282; *see also* NOI at 5941.

¹¹ In the original designation proceeding, The MLC provided evidence of licensor market share by: (1) gathering and presenting endorsements from numerous copyright owners, and (2) calculating an estimate of the market share of the endorsers based on data compiled from public sources and corroborated by two large DSPs. Initial Designation Proposal at Exhibit 11, ¶¶ 14-19.

the musical works and shares they have registered with The MLC) and then complete and submit an endorsement form. Those completing the form were advised that the endorsement was for the explicit purpose of use in connection with this proceeding. A copy of the endorsement language, together with a list of the Members that have chosen to offer their endorsement as of the date of this submission (“Endorsing Members”) is attached as Exhibit 2. Second, The MLC compiled authoritative data for each Member who submitted an endorsement regarding their market share for covered activities over the past three years (the first three years of these activities that occurred under the Blanket License). Based on these steps, The MLC can confirm that the Endorsing Members identified on Exhibit 2 represent a clear majority of the market over the past three years, as measured by their licensing revenue from covered activities during this period.¹²

Beyond endorsement, The MLC has received “substantial support” from copyright owners over the past three years.¹³ Members have provided skilled representatives to serve without compensation on The MLC’s Board and Advisory Committees, worked with The MLC on outreach and education campaigns, assisted The MLC in building industry partnerships, helped to

¹² Under federal regulations, The MLC is not permitted to disclose the market share of particular Members or subgroups of Members to any other Member or to the public. 37 C.F.R. § 210.34. The MLC can provide a precise calculation of the Endorsing Members’ aggregate market share to the Office under seal at its request.

Further, While The MLC does not endorse third-party market share calculations over the actual count of royalty distributions from its authoritative records, it notes that the same third-party source that the Office cited in the Designation Rule as confirmatory of The MLC meeting the endorsement criterion continues to provide that same confirmation. *Compare* Designation Rule at 32285 at n.191 (Jul. 8, 2019) (citing Music & Copyright annual survey for 2017 and 2018) *with Recorded-Music Market Share Gains for SME and The Indies, Publishing Share Growth for UMPG and WCM*, Music & Copyright, <https://musicandcopyright.wordpress.com/category/market-share-2/> (last visited Mar. 28, 2024) (Music & Copyright annual survey for 2021 and 2022).

¹³ *See* Designation Rule at 32284 (“the Office suggests there may be other reasons for the statutory requirement that the MLC enjoy “substantial support” from the largest market share of musical work copyright owners... [A]ready identified copyright owners have an interest in ensuring the efficient and accurate collection and distribution of royalties. Further, the MLC will participate in proceedings before the CRJs, and having the support of publishers with prior experience before the CRJs may be beneficial. Establishment of the statutorily-required database will likely also benefit from initial support of music publishers and other relevant copyright owners with large quantities of authoritative versions of data for works that together will comprise the bulk of royalty distributions. As these examples illustrate, having strong support from key copyright owners may assist in ensuring that the MLC is in the best possible position to succeed in effectively carrying out the whole of its assigned responsibilities.”).

promote the use of The MLC’s tools, provided invaluable suggestions and advice, and deployed substantial resources to play their part by reviewing and updating the data for their musical works in The MLC’s database.¹⁴ Thousands of individuals from hundreds of member companies and other stakeholders have contributed their time, energy and expertise to help ensure The MLC will be successful for them and all Members. A number of metrics are provided in the pages below that detail the nature and scope of this engagement and collaboration.

Criterion 3: Administrative and Technological Capabilities

As shown in the discussion below, The MLC is capable of performing the statutory tasks delegated to it. The MLC has executed each of the core operational functions required by the MMA, including establishing an effective royalty distribution process and making timely royalty distributions within the specified time periods, improving transparency by establishing and maintaining a public database of musical works ownership data, and developing matching and claiming tools and processes that allow rightsholders to review and resolve missing matches and share claims. The MLC has also conceived, designed, built and deployed new tools and collaborative processes that go beyond those contemplated by the MMA. Finally, The MLC has already established itself as a leader in the industry, setting high standards for speed, volume, transparency, efficiency, outreach and member support. The details of these accomplishments and other aspects of The MLC’s operational, administrative and technological capabilities are discussed below.¹⁵

¹⁴ The MLC launched its “Play Your Part” campaign shortly after designation, and the response has been overwhelming across the industry.

¹⁵ The high-level organization of the NOI’s directed inquiries is mirrored here, although the questions presented in the text under each directed inquiry section may not be addressed in the same order as they appear in the NOI.

I. Progress Implementing the Recommendations in the Office’s Unclaimed Royalties Report

The MLC has made great strides in implementing the best practice recommendations that the Office put forth in its report entitled “Unclaimed Royalties: Best Practice Recommendations for the Mechanical Licensing Collective,” (the “Unclaimed Royalties Report” or the “Report”).¹⁶ Many of these recommendations have been a part of The MLC’s efforts and initiatives since its inception and are reflected in The MLC’s communications as early as its designation submission in March 2019.¹⁷ However, since the Office issued its Report, The MLC has systematically worked to incorporate several of the recommendations into its operations¹⁸, including, but not limited to:

- **Tailoring education and outreach activities.** The MLC has tailored its education and outreach activities to reach the industry’s broad and diverse spectrum of songwriters and copyright owners, including by stakeholders’ varying levels of sophistication, geographic location, age, and music genre;¹⁹
- **Making content accessible and publicly available.** The MLC has made its written materials, videos, tutorials, and webinars user-friendly, accessible (i.e., in plain language) and publicly available on The MLC’s website and elsewhere;²⁰

¹⁶ U.S. Copyright Office, *Unclaimed Royalties: Best Practice Recommendations for the Mechanical Licensing Collective* (2021) (“Unclaimed Royalties Report”), <https://www.copyright.gov/policy/unclaimed-royalties/unclaimed-royalties-final-report.pdf>.

¹⁷ See generally Initial Designation Proposal.

¹⁸ At this point, there is nothing in the Report that The MLC has decided it will not implement.

¹⁹ See Unclaimed Royalties Report at 29.

²⁰ See *id.* at 37.

- **Making educational materials clear and engaging.** The MLC has made its educational materials clear, engaging, and aesthetically appealing, especially when teaching the “basics”;²¹
- **Reviewing and evaluating effectiveness.** The MLC continually reviews and evaluates the effectiveness of its education and outreach efforts over time;²²
- **Ensuring the public database and Portal are accessible and user-friendly.** The MLC has developed user interfaces for the public database and Portal that are simple, accessible, well-organized and user-friendly, and The MLC provides a glossary of terms and simple instructions for users;²³
- **Engaging with stakeholders and soliciting feedback.** The MLC regularly engages with, and solicits feedback from, stakeholders on both the Portal and public database, in order to continue refining and enhancing their features and functionality as well as the overall user experience;²⁴
- **Employing standard unique identifiers.** The MLC employs standard unique identifiers to the broadest extent reasonably appropriate, including in the works registration, share claiming, and matching processes, and for general data maintenance activities;²⁵ and
- **Providing user-friendly means for Members to provide and update musical works data.** The MLC provides appropriate, user-friendly means of reviewing, verifying, correcting, flagging and taking other appropriate actions with respect to musical works data

²¹ See *id.* at 31.

²² See *id.* at 38.

²³ See *id.* at 41.

²⁴ See *id.* at 54.

²⁵ See *id.* at 65.

for the smallest of copyright owners, including through Portal functionality, self-help tools, and access to personnel at The MLC who can provide them with assistance.²⁶

As the Office is aware, the Report contains over 200 discrete recommendations.²⁷ Rather than individually address each recommendation here, this submission instead presents the work The MLC has done to implement specific recommendations in the various subsections to which those recommendations relate.²⁸

The MLC has begun to implement every set of recommendations made by the Office in the Report except for those related to the distribution of unclaimed accrued royalties on a market share basis pursuant to Section 115(d)(3)(J). The MLC has not yet taken steps to implement those recommendations because The MLC is not yet planning the first market share distribution. However, the decision not to conduct this first market share distribution immediately after the expiration of the prescribed holding period for accrued royalties provided in Section 115(d)(3)(H)(i) fully aligns with the Office’s recommendation in the Report that The MLC wait at least five years before distributing unclaimed accrued royalties pursuant to Section 115(d)(3)(J) for the first time. For now, The MLC remains focused on continuing its diligent and extensive efforts to match as many uses and works as it can, making repeated attempts to match its remaining unmatched pool of uses via regular and frequent “reprocessing.”

²⁶ See *id.* at 62-63.

²⁷ *Id.* at ii.

²⁸ See, e.g., Section VII (extensively detailing the implementation of recommendations related to education and outreach), Sections II.A, II.B, II.G and II.H (covering the implementation of recommendations related to the usability of the Portal), Section VI.C.2.b (relating to recommendations regarding transparency), and Sections II.B, II.C, II.D, II.E, II.F, III and IV (relating to recommendations concerning matching practices and measuring success), *infra*.

II. Ownership Identification, Matching and Claiming Processes and Maintenance of Musical Works Database

A. The Public Musical Works Database

1. Enhancing Database Access and Functionality

Under the MMA, The MLC is charged with establishing and maintaining a database containing ownership and other relevant information for musical works (and the individual shares of such works), as well as information about the sound recording uses reported to The MLC that embody those musical works.²⁹ The MLC has fulfilled its statutory mandate to establish and maintain such a comprehensive public database. The MLC now maintains one of the largest databases of musical work ownership information in the world, with data for more than 35.5 million musical works as of this submission, a number that continues to grow month after month.³⁰ This database features identifying information for each registered musical work including the work's title, the owner(s) of the work, the percentage ownership shares claimed by each owner, owner contact information, the unique song code assigned by The MLC to each work, the work's ISWC (if provided by rightsholders), and information for any associated sound recording uses The MLC has matched to the work.

The MLC has also built novel and additional tools and features for rightsholders who interact with the data in this database, both to: (1) enhance their individual user experience (e.g., structured search fields and filters) and (2) support the needs of high-volume and power-user Members (e.g., on-demand bulk data export and submission tools). Examples of the tools and resources that The MLC has made available to the public include:

²⁹ See Section 115(d)(3)(E).

³⁰ The MLC's public database continues to grow on a daily basis, with the MLC now receiving on average more than 15,000 new works registrations per day.

- **The Public Work Search.** The Public Work Search allows anyone to retrieve ownership information for every musical work contained in The MLC’s database. This search tool is available on The MLC’s website free of charge and without the need for a login.³¹ The search results show ownership data for each rightsholder that has claimed a share of the work concerned, the total percentage of shares of the work that each owner has claimed, the represented songwriters (where rightsholders have provided it), and the sound recording products that The MLC has matched to each musical work. To ensure that The MLC’s ownership data is authoritative, The MLC only accepts ownership data from the claiming copyright owners or their agents. The Public Work Search allows users to search the database in various ways, including by work title, songwriter, and publisher. It also allows users to filter results by additional criteria, including ISWC, MLC Song Code, writer IPI, and Publisher IPI.
- **The Bulk Data Access Subscription.** The Bulk Data Access Subscription enables The MLC’s musical work database to be available in a bulk, machine-readable format, at minimal cost, making it easy to access data on musical works, parties, sound recordings, products and releases and more. This comprehensive, unprecedented resource is available to DSPs, music publishers, CMOs, record labels, metadata companies, and any member of the public. As of March 2024, there were more than 225 subscribers to the Bulk Data Access Subscription Program.³²

³¹ See The MLC, *The MLC Public Work Search*, <https://portal.themlc.com/search#work>; see also The MLC, *How to Use The MLC Public Work Search*, YouTube (July 21, 2023), https://www.youtube.com/watch?v=G5KmcFL2di0&ab_channel=TheMLC.

³² Details and a link to register for access to the Bulk Data Access Subscription is available on The MLC’s “Data Programs” page of its website. See The MLC, *Data Programs*, <https://www.themlc.com/dataprograms#bulk-database-feed>.

- **The Public Search API.** This tool allows any member of the public to retrieve information about musical works in The MLC database. As of March 2024, approximately 130 industry entities had been set-up to access to The MLC’s database using this Public Search API.³³
- **Missing Member Lookup.** The MLC’s Missing Member Lookup is a searchable database of rightsholders that are not yet Members of The MLC, but who may be entitled to royalties. The information in this database is available to the public on The MLC’s website and is a helpful tool to identify rightsholders to whom royalties are owed.³⁴
- **The Data Quality Initiative (“DQI”).** The MLC created the DQI to provide a streamlined way for music publishers, administrators, self-administered songwriters and foreign CMOs to compare large schedules of their musical works’ data against The MLC’s data. Through the DQI, The MLC provides participants with reports that highlight the discrepancies between the two sets of data so that they can more easily address those discrepancies and improve the quality of The MLC’s data related to their works.³⁵
- **The Distributor Unmatched Recording Portal (“DURP”).** The DURP was launched to address the unique challenges related to matching and distributing works written by independent or DIY artists. The DURP helps independent sound recording distributors leverage data in The MLC’s public database that relates to recordings that they have released and which remain unmatched. With this data, the distributors can help their customers who are also musical works rightsholders claim any unmatched royalties that

³³ Details and a link to register for access to the Public Search API is available on The MLC’s “Data Programs” page of its website. See The MLC, *Data Programs*, <https://www.themlc.com/dataprograms#public-search-api>.

³⁴ Details and database access is available on The MLC’s “Missing Member Lookup” page of its website. See The MLC, *Missing Members Lookup*, <https://www.themlc.com/missing-members-lookup>.

³⁵ Details on the DQI and a link to DQI educational webinars is available on The MLC’s “Data Programs” page of its website. See The MLC, *Data Programs*, <https://www.themlc.com/dataprograms#dqj>.

The MLC has accrued for their musical works. As of March 2024, The MLC has enrolled over 70 independent distributors in the DURP program, which has, in the aggregate, connected these distributors with a targeted view of public data on almost 3 million unmatched recordings that they distribute.³⁶

2. Maintaining archives of the public database

The MLC maintains an archive of the database through snapshots taken at regular intervals, several times each calendar month. This assists with reprocessing of Blanket License royalties, and also ensures that there is a detailed historical record that reflects changes to the database information, which could be used to put together a picture of historical ownership information over time.³⁷ Such snapshots of the database are direct, accessible and complete, and therefore appropriate methods of archiving the database information and maintaining historical records of ownership.

B. Member Tools

1. Development and Implementation of Tools and Functionality

The MLC has invested substantial time and resources into developing features and tools to ensure its Members can effectively claim, manage and administer their works. Members tools and resources include:

- **The MLC Member Portal.** The Member Portal allows Members to register, edit and review their musical works data, create and submit registrations for any new musical works, manage and update their contact information, banking details and tax forms, and associate one or more authorized users with their MLC Member accounts. The MLC has designed

³⁶ Details on and access to the DURP is available on The MLC's website. See The MLC, *The MLC Invites Music Distributors To Join Our Mission To Pay Out Every Mechanical Royalty*, <https://www.durp.themlc.com/>.

³⁷ See 37 C.F.R 210.31(f).

the Member Portal to be user-friendly and intuitive. The MLC has had many meetings with Members to solicit feedback and suggestions for features. With that feedback, The MLC continues to build out new functionality to make catalog administration easier for Members.³⁸

- **The Claiming Tool.** This tool allows Members to search for unclaimed shares of works in The MLC’s database and easily claim the shares that they administer. Since its launch in 2022, the Claiming Tool has been further updated and improved to include more filtering and sorting capabilities. The Claiming Tool presents a more technologically advanced method of claiming, which was historically limited to completing and submitting spreadsheets or static forms.³⁹
- **Work Registration Tools.** The MLC provides three different work registration tools to accommodate different Member capacities and workflows: (1) individual registrations through the Member Portal; (2) bulk registrations through the Member Portal using Bulk Work Registration files; and (3) the globally-recognized Common Works Registration (CWR) format.⁴⁰
- **The Matching Tool.** This tool allows Members to search the data The MLC has received for sound recording products that The MLC has not been able to match to a registered musical work and then propose matches of those products to musical works they have

³⁸ Details on and access to the Member Portal is available on the “Member Tools” page of The MLC’s website. *See* The MLC, *Member Tools*, <https://www.themlc.com/member-tools>.

³⁹ More information on Claiming Tool functionality is available in The MLC’s webinar “How To Use The MLC Portal Claiming Tool.” *See* The MLC, *How To Use The MLC Portal Claiming Tool*, YouTube (Jul. 21, 2023), <https://youtu.be/V17xWITd8P4>.

⁴⁰ More information of Work Registration Tools is available on the dedicated “Work Registration” web page. *See* The MLC, *Work Registration*, <https://www.themlc.com/work-registration>.

registered. Nearly 3,000 Members have used this tool to propose matches, and The MLC has approved nearly 1.5 million proposed matches through the tool.⁴¹

- **Catalog Export Tool:** This tool allows Members to download all (or a portion) of the musical works data that they have registered with The MLC on-demand, in an Excel-compatible file.⁴²
- **The Top Unmatched Recording List.** This list, which The MLC continuously updates, provides Members with another way to search unmatched data and look for uses of their musical works. Every month, The MLC emails to Members an updated spreadsheet containing the top 3,000 unmatched sound recording uses as reported to The MLC by DSPs, based on their calculated royalty value. This direct-to-Member communication provides focused attention to the most significant unmatched royalties on a monthly basis.

These tools are all supported by The MLC Support Team and/or Member Services Teams, which fields inquiries from Members related to the tools, leads educational events to help Members learn to use the tools effectively, and solicits feedback from Members related to the user experience of the tools.

2. Published Songwriter Portal Access

All songwriters, whether self-administered or not, have access to The MLC's public database of musical works ownership. Songwriters who self-administer even just a portion of their works can also become Members of The MLC and have direct access to all of the Member tools that The MLC makes available to its Members. In addition, The MLC is currently able to provide

⁴¹ More information on Matching Tool functionality is available in The MLC's webinar "How To Use The MLC Portal Matching Tool." See The MLC, *How To Use The MLC Portal Matching Tool*, YouTube (Jul. 21, 2023), <https://youtu.be/7eLbgag2FLk>.

⁴² Details can be found on The MLC's "Catalog Export Feature" web page. See The MLC, *Catalog Export Feature*, <https://www.themlc.com/catalogexport>.

songwriters with a report that includes a full picture of the registration data in The MLC database that relates to all works registered with The MLC that identify them as a writer. The MLC has already had discussions with stakeholders regarding development of more scalable, songwriter-focused features and tools, including creating a new “songwriter account” within the Member Portal that would provide songwriters with access to tools specifically designed to enable songwriters to organize and review the data related to their songs.⁴³

C. Automated and Manual Matching Improvements

As set forth above, The MLC has developed robust tools to improve Members’ ability to identify unmatched royalties and match them to the correct musical works. However, the foundation of The MLC’s matching processes are its internal matching efforts, to which The MLC devotes significant time and resources.

1. The Matching Team

The MLC has a dedicated “Matching Team,” which currently consists of more than 30 individuals dedicated almost exclusively to matching sound recordings to musical works. The team has built custom predictive analytics to prioritize work and forecast the likelihood of matching specific sound recordings each month. The team has also built and implemented custom workflows, automated tools, and analytic dashboards to measure and maximize productivity.

2. Matching Methodology

The MLC’s methodology for matching sound recordings to musical works consists of a sophisticated, multilayered process. The MLC’s methodology involves first employing the automated use of elastic search technology provided by one or more of The MLC’s matching vendors to pair sound recording information received from DSPs to musical work information in

⁴³ See The MLC, *Play Your Part*, <https://www.themlc.com/play-your-part>.

The MLC’s musical works database. Next, any sound recordings not matched via the automated process are candidates to be reviewed by The MLC’s Matching Team, which utilizes custom-built technology and public resources to research missing data elements and make manual matches. This manual step includes a quality-assurance process where selected Matching Team personnel cross-check matches made by the larger team to ensure accuracy. After the manual matching and quality assurance processes are conducted, The MLC then makes unmatched sound recording information available in its Matching Tool (described above), to allow Members to search for and identify sound recordings and independently propose matches. The Matching Team then manually verifies the accuracy of each Member-proposed match.

The MLC also regularly reruns unmatched uses against subsequent monthly snapshots to incorporate newly-submitted registration data, to see if such new data (and/or additional reviews by The MLC) can help make any new matches. This monthly iteration is called “reprocessing,” and as described below, The MLC’s implementation of reprocessing has improved the matching and distribution rates over time. Reprocessing also increases the accuracy of The MLC’s matching methodology by harnessing later obtained information for application to prior unmatched uses.

3. Additional Matching and Claiming Initiatives Going Forward

The MLC continues to invest time and resources into improving the functionality and accuracy of its matching and claiming tools. For example, in December 2023, The MLC announced that it had created a Supplemental Matching Network to enhance and complement The MLC’s existing matching processes and capabilities. The Supplemental Matching Network currently consists of a network of 5 vendors that employ complementary technologies to

supplement The MLC's internal matching capabilities.⁴⁴ The MLC structured the network so that it can add or replace vendors as necessary.

The MLC also continuously works to improve its ability to match sound recordings products to the musical works they embody and help rightsholders find and claim missing shares of the musical works they own or administer. For example, in response to user feedback, The MLC has been working on developing the ability for Members with larger catalogs to deliver proposed matches in bulk. The MLC is working on developing a process that will allow members to submit large files of proposed matches. The MLC would enlist one or more of its new supplemental matching vendors to review those files, to see if they could verify at least some of the matches proposed by the Member in an automated manner, rather than one-by-one. If that process proves effective, then The MLC may be able to offer Members additional options for submitting proposed matches.

D. Match and Distribution Rates

Since its inception through the January 2024 distribution, The MLC has matched over \$2 billion in blanket royalties and has achieved historically high “match rates” (i.e., the total amount of royalties matched to registered musical works compared to the total royalties reported to The MLC by DSPs.). The MLC has also steadily improved its initial match rates since its launch. When The MLC began operating in 2021, the initial average match rate for 2021 usage was 83.1%. Today, The MLC's initial match rates range as high as 86%. By continuing to reprocess the remaining unmatched uses, The MLC has pushed these match rates even higher. Today, The MLC current average match rate for all usage periods is 90.3%, while its current match rates for several individual usage periods are more than 92%. The MLC is confident that its continued efforts to

⁴⁴ The entities comprising the Supplemental Matching Network are discussed in detail in Section IV.B, *infra*.

reprocess any remaining unmatched data, its continued work to expand and improve its matching processes, and its engagement of additional vendors through its Supplemental Matching Network will enable it to achieve even higher match rates in the future.

The MLC has likewise reached historically high “distribution rates,” which the NOI defines as the ratio of total royalties distributed to Members of The MLC as a percentage of the total royalties reported by DSPs to The MLC. The MLC’s distribution rates have also improved over time. When The MLC began operating in 2021, its initial distribution rates were around 70%. Today, The MLC’s initial distribution rates range as high as 76%. Thanks to reprocessing, The MLC’s current average distribution rate for all usage periods is nearly 82%, while its current distribution rate for several individual usage periods are now more than 85%. These distribution rates represent a significant improvement over the rates for the usage periods completed in the last few years before The MLC began administering the Blanket License. In fact, The MLC’s average distribution rate for the first 12 usage periods in 2021 that The MLC administered pursuant to the Blanket License were higher than the average distribution rates for each of the last three years of usage administered by others before The MLC began administering the Blanket License.

The MLC’s creation of a Missing Member Lookup tool and The MLC’s outreach to Missing Members have also helped to improve The MLC’s distribution rates. The MLC has invested significant time and resources to identify and contact rightsholders who have not yet registered with The MLC for whom The MLC believes it has received royalties. Thanks to these resources and efforts, The MLC has been able to identify and connect with nearly 500 non-Members for whom it was holding royalties and enroll them as Members. That has allowed The MLC to distribute more than \$2 million in royalties to those previously Missing Members.

E. Confidence Levels

The MLC does not believe that distilling its match rate confidence down to a single numerical “score” is a reliable method of measuring accuracy. Instead, The MLC runs a number of different analytical processes of the matches it has made and conducts systematic, regular testing of its matches to assess their accuracy. As discussed above,⁴⁵ The MLC’s Matching Team routinely tests the accuracy of the matches that its automated matching processes produce by examining random sample sets of automated matches and then analyzing the results to determine how incoming data quality impacts match results or how the existence of duplicate registrations can impact the matching process. The MLC also compares the matches produced by its internal matching processes with the matching data provided its Supplemental Matching Vendor partners to assess the quality of the matches produced by each and to surface additional matches made by these partners (and not made by its internal processes) that it can use to supplement the matches produced by its internal processes. Finally, The MLC is actively working with other large CMOs on pilot programs to exchange matching data, in order to create yet another point of comparison that both organizations can use to assess the accuracy of their respective matches and to identify supplemental matches. This approach of assembling multiple points of comparison offers a compelling way for The MLC to monitor the efficacy and accuracy of its internal processes. These efforts, along with The MLC’s continued efforts to evolve and improve its internal processes and its continued engagement with multiple vendors that are also constantly evolving and improving their processes, will enable The MLC to continue to improve the accuracy and efficacy of its internal matching processes.

⁴⁵ See Section II.C.2, *supra*.

F. Notable Trends/Patterns In Reported Usage that The MLC is Not Able to Match

One of the ways The MLC seeks to further improve its matching and distribution activities is to examine trends or key factors that pose obstacles to matching rightsholders to their royalties. For example, The MLC was able to identify how match rates correlate with the amount of usage and royalties associated with a sound recording that need to be matched. Sound recordings with high stream counts that generate higher royalties are more likely to be matched to a work registered with The MLC, while sound recordings with low stream counts and minimal royalties (sometimes referred to as part of the “long tail”) are less likely to be matched – often because the works featured in those recordings have not been registered with The MLC at all. This correlation makes sense, since rightsholders of works embodied in sound recordings that generate minimal streams have less of a financial incentive to complete the work registration process since those works generate minimal royalties.⁴⁶

While it would have been easy to write-off these low value uses, The MLC saw an opportunity to devise a cost-effective way to increase match rates for these sound recordings and songs with lower stream counts and royalties. To do so, The MLC created the DURP program (described in more detail above). This program has enabled The MLC to engage more than 70 independent distributors, aggregators, and other eligible sound recording distribution companies and enlist their help in identifying the rightsholders for the works embodied in sound recordings with lower stream counts. These distributors help The MLC reach the owners of the sound recordings that they distribute and that The MLC has not been able to match, to see if they are also the owners of the musical works embodied in those unmatched sound recordings. If they are, then

⁴⁶ There are over 500 million unmatched sound recording products reported to The MLC that have less than one dollar in accrued mechanical royalties across all blanket periods to date, with the average being approximately 5 cents in accrued mechanical royalties.

their distributor can either help their customers connect directly with The MLC to claim and collect their mechanical royalties or offer to administer their publishing rights if they offer that service. By establishing these partnerships with sound recording distributors, The MLC has taken a significant step toward improving the match rates for the works embodied in the sound recordings these distributors distribute – many of which are in the “long tail.” The MLC believes the DURP program is the first program of its kind anywhere in the world where a CMO has partnered directly with sound recording distributors to help reach this segment of the industry in order to improve the match rates for “long tail” sound recordings.

In addition to the DURP program, The MLC regularly examines DSP reporting to identify data quality issues that may negatively impact The MLC’s matching efforts (e.g., inconsistent reporting of songwriter information and other information concerning authorship and ownership of the applicable rights in musical works). The MLC then works directly with the relevant DSPs to address those issues in order to improve the quality and comprehensiveness of the data they provide to The MLC. This regular analysis and engagement with DSPs has allowed The MLC to address a number of data quality issues in the usage data that DSPs provide. By continuing to analyze data trends and patterns over time, The MLC will be able to identify additional solutions that it can implement to further improve match rates and increase the amount of royalties it is able to distribute.

G. Overclaims and Disputes

The MLC is currently developing tools that, once released, will improve the way Members track, manage, and resolve overclaims and disputes related to specific works in their catalogs. One such tool will enable Members to resolve claims directly between themselves by providing them with a way to communicate directly about works subject to overclaims and other types of disputes and to adjust or relinquish their existing claims in order to resolve those disputes, all within the

Portal. To date, The MLC has solicited feedback from a number of Members about the features and functionality they would like to see in these tools and shared prototypes of these tools for their feedback. The MLC has also released the first set of initial filters in the Catalog section of the Portal, which will soon enable Members to see only those works in their Catalogs that are on hold due to overclaims or other types of disputes. The MLC is planning to release the next set of features for these tools later this month, with more releases to follow this Spring.

H. Bulk Submissions/Updating of Rights

The MLC has developed several processes and features that Members can use to efficiently register and update a high volume of works. Specifically, The MLC has developed a Bulk Work Registration file that it makes available to all Members, with clear instructions provided through the Portal.⁴⁷ This process provides an alternative to work-by-work registration for Members with significant catalogs.

The MLC also offers its Members the alternative of registering their works using the Common Works Registration (“CWR”) file. CWR is a globally utilized registration format overseen by CISAC, that provides an efficient way for sophisticated rightsholders to submit registrations for large numbers of works in a single file. The MLC offers its Members technical setup and best practices assistance for any Members seeking to use the CWR registration process.⁴⁸

There is currently an industry-wide reevaluation of how data submissions are made, including through the DDEX MWDR working group. The MLC is participating in the working group because The MLC recognizes the importance of collaborating with other CMOs and

⁴⁷ The MLC also has a step by step video tutorial available to demonstrate the use of the Bulk Works Registration file available to the public. *See* The MLC, *Work Registration*, <https://www.themlc.com/work-registration> (linking to video); *see also* The MLC, *How to Register Works in The MLC Portal*, YouTube (Jul. 21, 2023), <https://www.youtube.com/watch?v=sfYI5Nhe5yU>.

⁴⁸ The MLC is also piloting the use of the MWN format for works registration submissions as an additional bulk option for rightsholders who are more familiar with ERN formats.

achieving industry cross-consensus, as having various data submissions across CMOs would pose significant obstacles and create inefficiencies in submission processes. The MLC will continue to examine all potential avenues to improving the ease of submissions, including a specific API similar to the Public Search API, that is targeted towards registration of works with the MLC.

III. Collection And Distribution of Royalties, Including Unclaimed Accrued Royalties

A. Distribution of Blanket Royalties⁴⁹

From the inception of The MLC’s Blanket License administration in January 2021 through the March 2024 royalty distribution (which includes the initial royalty distribution for the December 2023 usage period), The MLC has processed usage for \$2.485 billion⁵⁰ in total royalties at then-operative rates.⁵¹ Of that total amount processed, The MLC has matched usage for \$2.238 billion in royalties, resulting in \$247 million of unmatched royalties. Of that matched amount,

⁴⁹ The difference between the royalties matched by The MLC and the royalties distributed directly by The MLC is comprised of three buckets of royalties:

- (1) Royalties paid through voluntary licenses: The MMA provides that voluntary licenses take precedence over the Blanket License, and explicitly requires The MLC to identify any royalties matched to copyright owners who have granted voluntary licenses and not collect those royalties, since they are to be paid out directly by the digital music provider pursuant to the voluntary license. The MLC thus matches this usage, but does not collect or distribute the associated royalties.
- (2) “Unclaimed” royalties: These are royalties where The MLC has identified the correct musical work, but the copyright owner has either not registered their ownership interest or has not provided The MLC with information on where to send royalty payment. In the meantime, The MLC holds the royalties in an interest-bearing account, and as soon as it receives the details for payment, it pays out the accrued royalties with associated interest at the federal short-term rate. At no time does The MLC use the royalties or the interest for its operational budget. The MLC devotes significant resources to reaching copyright owners who have not claimed their royalties, in order to assist them with getting their royalties.
- (3) Royalties “on hold”: These are royalties that are being held from distribution pending the resolution of legal claims, ownership disputes or other review over eligibility for payment. The MLC also devotes substantial resources to addressing Member disputes and other royalty questions, and its royalties on hold amount to less than 1% of total royalties reported since inception.

⁵⁰ Numerical values in this Section have been rounded to the nearest million for simplicity and clarity.

⁵¹ After a long delay in finalizing the Copyright Royalty Board (CRB) rates for the 2018-2022 period, new and higher retroactive rates were published, and The MLC has recently received adjusted reporting for uses during that period from Blanket Licensees.

The MLC has already distributed \$2.015 billion in royalties to rightsholders, without deduction of any fees, costs or commission.⁵² The MLC is able to effectively process and distribute royalties even as the number of new sound recordings available on U.S. streaming services and the amount of the total royalty pools that DSPs report to The MLC have dramatically increased since the Blanket License became effective.

B. Distribution of Historical Royalties

While waiting for finalized royalty rates from the CRB for the 2018-2022 period, The MLC made meaningful progress to match and distribute historical royalties for uses that took place during the earlier rate periods. These are the royalties that the DSPs were previously unable to match and distribute, and which they transferred to The MLC in 2021 in accordance with the MMA. The MLC has already distributed 87.3% of the historical unmatched royalties from the period before 2013, and 48.4% of the historical unmatched royalties from the 2013-2017 period. Given that these pools are comprised of older uses that the DSPs presumably attempted to match over a longer period of time, The MLC is optimistic that it will have comparable (if not greater) success in its matching efforts for the remaining historical unmatched pools for distribution to the proper copyright owners.

Following the CRB's final determination of royalty rates for the 2018-2022 period and The MLC's recent receipt of adjusted reporting from Blanket Licensees that engaged in interactive streaming activities during that period, The MLC began processing the adjusted reporting and aims to begin distributing the additional related royalties to rightsholders later this year.

⁵² To provide a more accurate picture, The MLC distribution amount includes both directly distributed royalties as well as royalties covered by a voluntary license, which are matched by The MLC and then refunded to The DSP for direct payment pursuant to the voluntary license terms. Of the total amount of royalties distributed, The MLC matched usage related to \$193 million in royalties as covered by voluntary licenses between digital music providers and rightsholders. The MMA requires The MLC to carve out and not collect those royalties, so that they can be paid by the relevant DSPs directly to rightsholders pursuant to the voluntary license terms.

C. Continued Discretion To Retain Unclaimed Accrued Royalties For Further Matching Efforts

As explained in the Designation Proposal, The MLC does not intend to “distribute the entirety of unclaimed royalties simultaneously” and will continue “matching efforts where there is reasonable evidence that this will result in material increases in matching success.”⁵³ The MLC’s position has not changed. The MLC interprets Section 115(d)(3)(J)(i)(I) to provide that it has discretion to retain unclaimed accrued royalties for longer than the statutory holding period, and it intends to use this discretion to retain unclaimed accrued royalties to allow for additional efforts at matching and claiming. The MLC has no current plans to make a market share distribution, as The MLC is still focused on diligent and extensive efforts to match uses and works. As such, it will keep unmatched usages in the matching pool for repeated attempts to match, and it remains hopeful that these additional efforts will prove successful. When the time comes for a market share distribution, The MLC will provide significant public notice and transparency as Congress intended.

D. Fraud

The NOI requests information regarding “any steps that the Mechanical Licensing Collective is taking to protect against the incidence of fraudulent ownership claims and frivolous ownership disputes,” “whether these steps have been successful,” and “whether and to what extent [The MLC] is working with DSPs, distributors, aggregators, or others to protect against streaming fraud and the status of such efforts, including their success or failure.”⁵⁴

In line with its commitment to ensuring the integrity of its database and the accuracy of its royalty distributions, The MLC has implemented a multi-faceted strategy for identifying and

⁵³ Initial Designation Proposal at 52-54.

⁵⁴ NOI at 5943.

mitigating fraudulent ownership claims. As part of this strategy, multiple internal teams monitor incoming data for anomalies that could represent signs of fraud at every stage in The MLC's end-to-end distribution process, from registration through matching and then distribution.⁵⁵ Anomalies detected are escalated as appropriate and reviewed with greater scrutiny. The MLC's detection and evaluation methods are constantly evolving to prevent bad actors from claiming royalties due to others.

Regarding frivolous disputes, The MLC's Ownership Dispute Policy is designed to efficiently address ownership disputes between or among copyright owners. The policy deters frivolous disputes by first requiring parties that initiate disputes to provide written documentation substantiating their claim(s) within a fixed time frame.⁵⁶ This requirement discourages frivolity and reduces the likelihood that parties without legitimate ownership claims can affect timely distribution of related royalties.

Regarding streaming fraud, The MLC proactively investigates instances of potential streaming fraud and pursues collaboration with DSPs, distributors, aggregators, and other stakeholders within the music industry ecosystem to combat streaming fraud. Cooperation between stakeholders is instrumental in detecting suspected fraud, verifying fraudulent activity, addressing verified fraud, and preventing the future perpetration of fraud. While specific detection and prevention strategies remain confidential to preserve their effectiveness, The MLC can confirm that it is actively working to prevent diversion of royalties through streaming fraud through its own extensive internal efforts, by engaging third-party vendors with expertise in

⁵⁵ As part of standard fraud protection practice, The MLC does not disclose publicly exactly what it looks at to identify or evaluate fraud, since public knowledge of such practices would undermine the fraud protection efforts.

⁵⁶ See The MLC's Ownership Dispute Policy (annexed hereto as Exhibit 6) at §§ 4-5; The MLC, *Dispute Policies*, <https://www.themlc.com/dispute-policy> (linking to The MLC's Ownership Dispute Policy).

detecting fraud, and by actively pursuing collaboration with other industry stakeholders. This collaboration is essential to comprehensive streaming fraud prevention.

IV. Investments in Resources and Vendor Engagement

The NOI includes a specific query concerning investment in resources and vendor engagement, requesting additional information concerning vendors that The MLC uses. The MLC provides that information below.⁵⁷

A. HFA and ConsenSys

In 2019, The MLC entered into a third-party vendor agreement with The Harry Fox Agency (“HFA”) and ConsenSys to provide services related to the development and support of The MLC’s systems for usage processing, matching, and rights management. As part of the contract, ConsenSys built the first version of the Member Portal.⁵⁸ Since that first version was released, The MLC’s internal technology team has assumed responsibility for maintaining the Member Portal and developing enhancements and new features within the Portal, while ConsenSys has remained available to provide support to The MLC’s team if needed. HFA continues to be a vendor of The MLC, assisting with usage processing, matching, and rights management. HFA is one of the largest providers of musical work licensing, data management and royalty distribution services in the country.

⁵⁷ The MLC does not include here details on the many commodity vendors that it uses, which provide standardized services or digital goods, such as Microsoft (general office software), Amazon Web Services (cloud storage and compute), telephone and Internet services, utilities providers, payment processing companies, etc. The MLC also does not include here firms providing professional services, such as accounting, audit or legal counsel. Rather, the MLC focuses here on outside vendors that provide specialized services that are part of The MLC’s critical path functions of royalty administration and maintenance of the musical work database. The MLC is available to provide more information on specific commodity vendors or professional services at the Office’s request.

⁵⁸ At the time The MLC entered into the contract in 2019, ConsenSys had a significant software and platform development team comprised of more than 1,000 members. They had experience working with governments, nonprofits, global enterprises and start-ups, and specific experience developing software solutions that enabled the programmatic payment of music rights holders and a machine-readable schema for managing intellectual property metadata.

B. Supplemental Matching Network

After a rigorous evaluation of over two dozen prospective vendors, which included both qualitative evaluations based on information solicited through a Request for Information process and a second, subsequent round of quantitative testing of a handful of prospective vendors invited to participate in pilot programs based on their initial evaluations, The MLC selected five initial vendors for its Supplemental Matching Network. The Supplemental Matching Network vendors will provide data matching services that complement and enhance The MLC's existing matching processes and capabilities. These supplemental matching services will include attempting to match sound recordings to underlying musical works, as well as identifying usage reported to The MLC for products embodying the same sound recordings and works that have different metadata, which will help The MLC to ensure that it is applying any matches it has already made to every other sound recording product that features the same underlying recording and musical work as the products it has already matched.

1. Blokur

Blokur is a music data and licensing platform that works with music rights owners and online platforms to connect the world's music to online experiences. Blokur's platform is built on data matching and rights identification technology designed to get rightsholders paid accurately and makes it easier for digital platforms to unlock the power of music.⁵⁹

2. Jaxsta

Jaxsta is a large database of music credits that are sourced from the official owners of that data, such as record labels, distributors, publishers and industry associations. Jaxsta's work recording matching service for PROs, MROs, CMOs and publishers provides matching of musical

⁵⁹ For more information, visit www.blokur.com.

recordings to the underlying works and is designed to assist in the collection, payment and reconciliation of mechanical, performance and sync royalties.⁶⁰

3. Pex

Pex specializes in content identification and UGC data powering copyright compliance. Pex's music recognition technology (MRT) is designed to identify works at scale, including modified audio, live versions and cover versions, so rightsholders can capitalize on all of the content they own.⁶¹

4. Salt

Salt is a digital-era royalties platform for music societies, streamlining disjointed music rights and royalty systems into one global network. Salt processes usage, matches ownership and calculates distributions, providing societies with matching and royalty-processing infrastructure.⁶²

5. SX Works

SX Works Global Publisher Services, a SoundExchange company, provides administration solutions to music publishers, self-published songwriters and organizations who own, represent and/or engage with music to manage their repertoire across the music ecosystem. SX Works' team and technology provides partners with access to metadata to assist with ensuring that musical works can be accurately licensed, identified and paid for their usage.⁶³

⁶⁰ For more information, visit www.jaxsta.com.

⁶¹ For more information, visit www.pex.com.

⁶² For more information, visit www.saltmusic.io.

⁶³ For more information, visit www.sx-works.com.

V. Funding

The Office requests information about (1) The MLC's procedures to safeguard its use of the assessment funds against abuse, waste, and other unreasonable expenditures, (2) whether The MLC has become more efficient over time, and (3) any expenditure categories (e.g., personnel costs, information technology, professional fees, outreach, education, communication & events, insurance, rent, computer equipment & office expenses) that have significantly increased since January 2021.

A. Procedures to Safeguard Use of Assessment Funds

The MLC has multiple oversight mechanisms to ensure the responsible use of assessment funds and safeguard against abuse, waste, and other forms of unreasonable expenditures.

To begin, The MLC implements a comprehensive suite of internal controls to ensure financial integrity and operational efficiency across all of its operations. These controls include structured approval processes for expenditures and payments, emphasizing checks at multiple levels to ensure accountability. Vendor and payment processes are rigorously managed, including vendor validation and secure payment details. Financial activities undergo daily and monthly reconciliations and reviews to maintain accuracy and transparency. Human resource and payroll controls are in place to oversee employee-related financial transactions and compliance. Financial planning and monitoring involve detailed budgeting and forecasting, with a focus on departmental accountability and strategic financial management. Monitoring mechanisms exist to review and control employee business expenses. Additionally, computer system access is structured to protect company assets and ensure operational segregation of duties, enhancing overall security.

Beyond internal controls, The MMA requires an outside audit once every five years that addresses the implementation and efficacy of procedures of The MLC for, among other things, guarding against fraud, abuse, waste, and the unreasonable use of funds. The MLC timely

completed the first of these quinquennial audits in 2023, and has published on its website the audit opinion.⁶⁴ The opinion includes that:

- The outside auditor “obtained and documented an understanding of MLC’s processes and the related controls for initiating, authorizing, recording, processing, and distributing/reporting royalty funds... [and] assessed that MLC’s activity-level controls of royalty funds were effectively designed and implemented.”
- The outside auditor concluded that, “[i]n performing our audit in accordance with GAAS, we obtained reasonable assurance that the financial statements as a whole were free from material misstatements, whether caused by fraud or error, in accordance with AU-C Section 240 Consideration of Fraud in a Financial Statement Audit, as issued by AICPA.”

The MLC further engages, on a voluntary basis, a qualified and independent outside auditor to examine its books and records *each* year since the inception of the Blanket License at the start of 2021. Each audit has resulted in an unqualified opinion (typically known as a “clean audit report”) that the financial statements presented fairly the position of The MLC in all material aspects in accordance with accounting principles generally accepted in the U.S. (“GAAP”).

Additionally, as discussed further below,⁶⁵ the BPAC, Audit and Compensation Committees all provide oversight to ensure judicious use of resources and prevention of abuse, waste, and unreasonable expenditures.

Finally, The MLC publicly discloses detailed analysis of its annual budget, annual collective total costs, and annual expenditures applied against assessment fees collected, as well

⁶⁴ See The MLC, *Governance and Bylaws*, <https://www.themlc.com/governance> (providing link to “Auditor Letter to Board re MMA Audit Provision (115(d)(3)(D)(ix)(II))”).

⁶⁵ See Section VI.B.5, *infra*.

as publicly disclosing copies of each annual IRS Form 990 filings.⁶⁶

B. Increasing Efficiency

The MLC is committed to continuous improvement, actively seeking ways to optimize operations and enhance its service offerings without compromising quality or effectiveness. CMOs typically charge an administrative fee calculated as a percentage of royalties reported/processed, but pursuant to the MMA, The MLC does not deduct any administrative fees from royalties reported/processed or distributed.

To allow the public to track its efficiency over time and allow for easier benchmarking and comparison, The MLC publishes administrative fee ratios in its Annual Reports (“Fee Ratios”). Fee Ratios are calculated by dividing the respective administrative assessment for the calendar year by royalty metrics, with the metric most relevant for comparison with industry benchmarks being total royalty pools reported to The MLC. These Fee Ratios for 2021 to 2023 are as follows:

Calendar Year	Administrative Assessment	Total Royalties Reported To The MLC	Fee Ratio
2021	\$28,500,000	\$637,991,531	4.23%
2022	\$29,355,000	\$738,498,735	3.97%
2023	\$32,900,000	\$1,072,673,012	3.07%

These Fee Ratios for 2021 and 2022 were published in the respective Annual Reports.⁶⁷

As The MLC’s CEO explained to Congress in 2023:

The MLC has [] quickly become a historically cost-effective collective management organization. If you measure our operational budget as a percentage of the total royalty pools we process – which is the most standard industry method for assessing efficiency – our administrative costs in 2022 represented less than 4% of total royalty pools that we processed. To my knowledge, no other collective

⁶⁶ See The MLC, *Governance and Bylaws*, <https://www.themlc.com/governance>.

⁶⁷ See The MLC, *Governance and Bylaws, 2021 Annual Report, Appendix* at 10 (2021) and *2022 Annual Report, Appendix* at 12 (2022), <https://www.themlc.com/governance>.

management organization has ever reported an administrative cost percentage less than 5%, and most similar organizations around the world report percentages between 10% and 20% or more. By this measure, The MLC is the most efficient collective management organization in the world, and I expect that our efficiency will continue to improve in the coming years.⁶⁸

The above Fee Ratio for 2023 is being released publicly for the first time in this submission, and it reveals an even further decrease in an administrative fee ratio that was already at an industry-leading low. As these numbers reflect, The MLC’s overall efficiency is strong and has improved over time.

C. Expenditures

The NOI requests information on any “expenditure categories (e.g., personnel costs, information technology, professional fees, outreach, education, communication & events, insurance, rent, computer equipment & office expenses) that have significantly increased since January 2021.”⁶⁹

Expense categories that have increased since January 2021 beyond the rate of inflation are explained primarily by two contextual factors. First, at the beginning of 2021, The MLC was still in the process of standing-up many of its internal teams and, as such, was not yet fully staffed. Second, at the beginning of 2021, the COVID-19 pandemic was still significantly disrupting in-person activities across the world, preventing The MLC (like so many other organizations) from incurring costs for travel and in-person activities. Each of these facts is described in more detail below.

⁶⁸ Kris Ahrend, Written Testimony at 8, “Five Years Later – The Music Modernization Act,” Field Hearing, Subcomm. on Courts, Intell. Prop. & the Internet, of the H. Comm. on the Judiciary (Aug. 11, 2023) (“Ahrend QFR Responses”), <https://docs.house.gov/meetings/JU/JU03/20230627/116155/HHRG-118-JU03-20230627-SD013.pdf>.

⁶⁹ NOI at 5944. For the purposes of this question, The MLC does not consider incremental increases in line with inflation or cost of living as significant increases. Regularly increasing costs are anticipated by the agreed administrative assessment terms, which provide for annual increases based on the Employment Cost Index (although capped at 3%).

With respect to the first factor, while The MLC was able to build the core systems and administrative processes needed to be in a position to begin administering the Blanket License on time, The MLC was still in the process of building the teams that it would need to manage those systems and processes. The MLC had less than 50 employees at the start of 2021, whereas The MLC now has more than 100 employees. As a result, overall staffing expenses have significantly increased since January 2021 as The MLC has continued to build out its internal teams by hiring new team members.

With respect to the second factor, the COVID-19 pandemic prevented The MLC from conducting numerous activities that The MLC would have otherwise conducted from the outset. For example, from March 2020 until well into 2022, the pandemic prevented significant in-person outreach and educational programs and activities. During this period, The MLC engaged in these activities exclusively on a virtual basis in order to best fulfill the MMA's mandates under the circumstances. As limits on in-person activities relaxed, The MLC pivoted to add more outreach and education through hosting and participating in in-person events. With this additional work, expenses in connection with in-person events all increased commensurately.⁷⁰

Aside from the increases driven by the factors discussed above, The MLC has not seen significant increases in expenses. For example, the increase in The MLC's expenses for technology services and professional fees have been in line with or below the rate of inflation since 2021. All of that said, The MLC stresses that the reasonableness of its costs cannot be assessed solely using year-over-year metrics. While The MLC always strives to be efficient in managing costs, there may yet be substantial expenses for new activities or the expansion of existing activities that The MLC will need to incur in order to discharge its statutory functions effectively. The

⁷⁰ Beyond these categories, The MLC also saw a rise in insurance costs in 2022 due to insurance carrier price increases for essential policies. This increase did not continue in 2023, again due to independent changes in carrier pricing.

measure of any such spending increases must first consider The MLC’s statutory mandate and the operational needs flowing from that mandate that are driving any such increased spending. The MLC carefully evaluates all of its operational expenditures to ensure they are reasonable and are driven by The MLC’s responsibility to fulfill its statutory mission and deliver tangible benefits to stakeholders.

Notably, in 2022, The MLC requested an increase in the administrative assessment starting in 2023 because it believed that such an increase was needed to enable it to fulfill important statutory functions. To support this request, The MLC assembled a detailed set of data, supporting information, and explanations for the increase, which it then presented to the BPAC, the Board and then the DLC, to justify the requested increase in funding. They all agreed that the increase proposed by The MLC was reasonable and the DLC jointly submitted a petition with The MLC to the CRB to implement this increase in the administrative assessment, which the CRB subsequently approved.

VI. Governance

A. Bylaws

Pursuant to Section 115(d)(3)(D)(ii), The MLC published its bylaws on its Governance web page in May 2020 (“Bylaws”).⁷¹ A copy of these Bylaws is annexed hereto as Exhibit 3. These Bylaws have remained available to the public on the same web page on The MLC’s website since its initial publication. There have been no amendments to these publicly-available Bylaws, and in the event that there are any amendments in the future, any such amended bylaws will also be published on The MLC’s website where they will be available to the public.

⁷¹ See The MLC, *Governance and Bylaws, Bylaws of the Mechanical Licensing Collective*, <https://www.themlc.com/governance> (“Bylaws”).

B. Board and Committees

The MLC is governed by its Board of Directors (the “Board”). The Board oversees the business and affairs of The MLC subject to the oversight of the Register of Copyrights under the general supervision of the Librarian of Congress. As required by Section 115(d)(3)(D)(i), the Board consists of seventeen directors (“Directors”), including fourteen voting Directors and three nonvoting Directors. As described below, the Board reflects a broad diversity of stakeholders who bring experience and commitment to fulfill The MLC’s mission and the MMA’s vision, and who deserve considerable credit for the success of The MLC to date.

1. Board Composition

a. Professional Songwriter Directors

Pursuant to Section 115(d)(3)(D)(i)(II), the Board includes four voting members who are professional songwriters who have retained and exercise exclusive rights of reproduction and distribution with respect to Section 115 covered activities with respect to musical works that they have authored (the “Songwriter Directors”). The Songwriter Directors bring knowledge and experience extending well beyond the creation of extraordinary songs, including significant expertise with regard to the licensing of musical works and the collection, distribution, and accounting of royalties for the use of musical works.

The Songwriter Directors are:

- **Kara DioGuardi (Board Secretary).** Kara DioGuardi is a songwriter, producer, entrepreneur, author, music publisher, record label owner and former “American Idol” judge whose songs have garnered 11 GRAMMY nominations and 23 BMI Awards (including 2007 BMI Pop Songwriter of the Year). She is also a recipient of the 2009 NMPA Songwriter Icon Award and the 2011 NAMM Music for Life Award. Kara has collaborated with some of the most iconic pop music artists in the world, including P!nk, Katy Perry, Celine Dion, Kelly Clarkson, Britney Spears, Miley Cyrus, and Demi Lovato, among many others. Her credits include more than 320 songs released by major labels, 150 of which landed on RIAA Platinum albums, and more than 50 charting singles, cumulatively surpassing one billion streams.

A trailblazer for women in the male-dominated field of music publishing, Kara

founded Arthouse Entertainment two decades ago with her business partner Stephen Finfer. The company evolved from publishing Kara’s songwriting catalog into a home for long-term artist development in the songwriting space, building careers for three-time GRAMMY-nominated artist/songwriter Ingrid Andress, new pop sensation GAYLE, and acclaimed songwriter/artist Jon Bellion (Justin Bieber, Miley Cyrus, Dua Lipa, Halsey, Maroon 5) to name a few. In addition to the aforementioned artists’ catalogs, Arthouse’s past and present copyrights include hits from Bruno Mars, Eminem, Chris Brown, Halsey, Rosé, Christina Aguilera, Chloe x Halle, Camila Cabello, Carrie Underwood, Jason Derulo, Florida Georgia Line, Morgan Wallen, Charli XCX, Fletcher, Kesha, and many more. Kara also owns Arthouse Records, which is a joint venture with Atlantic Records and home to Ingrid Andress, GAYLE, Baby Fisher and Rowan Drake.

Kara has played several roles throughout her career in the music industry, including music producer and record label executive and owner. As Executive Vice President at Warner Brothers Records, she signed RIAA platinum artist Jason Derulo. Outside of the music industry, she is a published author and Broadway actress, starring in 2011 as Roxie Hart in the Tony Award-winning revival of Chicago. Kara continued a love for developing new talent as a judge on seasons 8 and 9 of the hit FOX show, “American Idol.” She continued to coach budding songwriters as the Herb Alpert Visiting Scholar at Berklee College of Music, where she taught from 2013-2023. A steadfast believer in the power of music and the arts, Kara created and funded the Phoenix Rising Music Program at Phoenix House, a non-profit organization dedicated to leading individuals, families and communities affected by addiction from disrupted to productive lives. As part of the program, she oversaw the construction of five recording studios at various Phoenix House locations. In 2016, Kara co-founded Inspired Nation, a non-profit that aims to give young aspiring artists a platform to tell their stories. Through various programs, Inspired Nation seeks to develop their voices, empower them, and give them the ability to help others in their generation. All of the proceeds from Inspired Nation’s singing competitions benefit youth-focused charities. In 2020, she cofounded briidge, a music app and networking platform that helps connect music creators based on their skillset, location and personality. With briidge, she aims to take down the walls between creators so they are more empowered, educated and connected as they build their own careers.

- **Oak Felder.** Oak Felder is a GRAMMY-winning, genre-spanning songwriter and producer who has written hit songs with and for Lizzo, John Legend, Nicki Minaj, Demi Lovato, Alessia Cara, Rihanna, Britney Spears, Jennifer Lopez, Ariana Grande, Mary J. Blige, Miley Cyrus, Alina Baraz, Jason Derulo, Drake, Miguel, Alicia Keys, Usher, Jessie J, The Chainsmokers, Kehlani, Mabel and Big Sean, among others. Oak is one of the most sought-after producers and writers in hip-hop and pop music, and has produced and co-written multiple albums and singles that have reached No. 1 on Billboard charts. Oak has a degree in network technologies and artificial intelligence.
- **Kevin Kadish (Board Vice Chair).** Kevin Kadish is a three-time GRAMMY-nominated songwriter, producer, engineer, and multi-instrumentalist responsible

for co-writing, recording, producing, and mixing Meghan Trainor’s 2014 debut album *Title*, including the hits, “All About That Bass,” “Lips Are Movin’” and “Dear Future Husband.” Kevin has also contributed to a number of popular recordings by artists such as Willie Nelson, Rob Thomas, Jason Mraz, Miley Cyrus, Garth Brooks, Stacie Orrico, Morgan Wallen and more. Kevin worked his way from the bottom of the music business to the top and realizes the importance of every step along the way. Since 2014, Kevin has used his accomplishments as a platform to advocate for songwriter and producer rights. He has served as co-chair of The Recording Academy Nashville Chapter P&E Wing (two terms) and on Congressional roundtables for songwriter advocacy that aided in the creation and passage of the MMA. Kevin also participated in GRAMMYs On The Hill, has been an advocacy panelist at the ASCAP EXPO, and started the artist development company, Starts With Music, LLC, with three-time GRAMMY-winning producer-songwriter Nathan Chapman (Taylor Swift, Keith Urban, Lady A, etc.) to help young artists realize their full potential. Kevin decided to join The MLC’s Board because he wanted “to be a voice for songwriters inside The MLC” and “to draw from [his] experiences and years as an independent songwriter to help ensure that the guidelines and portal were addressing the ‘real world’ needs of every songwriter and not just what industry professionals think a songwriter needs and how they should interface with the organization.”

- **Troy Verges.** Troy Verges is a GRAMMY-, CMA-, Oscar-, Billboard- and Golden-Globe-nominated songwriter who has penned numerous chart-topping songs that have solidified his status as a legitimate hitmaker. Renowned for his versatility, Verges has tasted success writing for pop, country, folk, rock, film, television, and a variety of international stars. He is best known for the string of giant country hits he has written over his career, including “Wasted” for Carrie Underwood, “Shotgun Rider” for Tim McGraw, “Beer Money” and “Running For You” with Kip Moore, “Wanted” and “I Want Crazy” with Hunter Hayes, “Blessed” for Martina McBride, “Day Drinking” with Little Big Town, “Who I Am” for Jessica Andrews, and “You Save Me” for Kenny Chesney. The diverse list of other artists that have recorded his songs includes Taylor Swift, Backstreet Boys, Keith Urban, Bon Jovi, Faith Hill, Jason Aldean, Brantley Gilbert, Carly Pearce, Steven Tyler, Paulina Rubio, Brandi Carlile, Celine Dion and Brothers Osborne, among many others. He has been named BMI, Nashville Songwriters Association International (“NSAI”), and Music Row’s Writer of The Year at different points over his career. Beyond his musical skills, Verges has shown a deep dedication to songwriter advocacy. He currently serves on the boards of directors for both NSAI and The Bluebird Cafe.

b. Music Publisher Members of the Board

Pursuant to Section 115(d)(3)(D)(i)(I), the Board also includes ten voting members who are representatives of music publishers to which songwriters have assigned exclusive rights of reproduction and distribution with respect to Section 115 covered activities, none of which is

owned by, or is under common control with, any other Board member (the “Publisher Directors,” and together with the Songwriter Directors, the “Voting Directors”). The Bylaws further divide the ten music publisher seats into five seats for representatives of the largest five publishers⁷² and five seats for representatives of independent publishers.⁷³ The Voting Directors thus represent the three main types of licensors whose rights The MLC is now exercising: songwriters who self-administer, independent publishers, and the largest publishers.

The Publisher Directors are a diverse group of individuals, ranging from representatives of small, independent publishers to representatives of large, global publishers with catalogs of several million songs. Each Publisher Director brings to The MLC extensive experience, and together they deliver a tremendous diversity of individual insights. The Publisher Directors include individuals who, in addition to their decades of music publishing experience, are songwriters, educators, writers, attorneys, business school graduates, board members of independent music publisher trade organizations, digital technology and operations experts, and individuals with deep business experience with record labels, collective management organizations, and technology companies.

The Publisher Directors are:

- **Michael Abitbol (Sony Music Publishing).** Michael Abitbol is Senior Vice President, Head of US Digital for Sony Music Publishing, where he oversees all

⁷² Pursuant to the Bylaws, each of the five publishers with the five respective greatest licensor market shares among all publishers (each a “Class C Publisher”) may express written interest to the Board in becoming a Class C Member. *See* Ex. 3, *Bylaws*, at § 2.2(c). Following each determination of the Board that a publisher has become a Class C Member, the employee of such Class C Member that occupies the position of Mechanical Licensing Collective Liaison (“Collective Liaison”) with such Class C Member is recommended to the Librarian of Congress for appointment to become an *ex-officio* Publisher Director. *See id.* at § 4.2(b)(2)(i). If the Register of Copyrights approves and the Librarian of Congress appoints such Collective Liaison, the Collective Liaison becomes an *ex-officio* Publisher Director. *See id.*

⁷³ These five Publisher Directors (the “Term Publisher Directors”) are recommended to the Librarian of Congress for appointment by a vote of Class B Members. *See* Ex. 3, *Bylaws*, at § 4.2(b)(2)(ii). Class B Members are publishers with a licensor market share of at least five one-thousandths of one percent (0.005%) (“Class B Publisher”) that have been approved by the Board upon expressing written interest to the Board in becoming a Class B Member. *See id.* at § 2.2(b).

aspects of Sony Music Publishing’s US digital business and strategy. In his role, Abitbol manages the negotiation of commercial deal terms for the exploitation of Sony Music Publishing’s catalog in various digital formats, drafts agreements and directs and oversees digital enforcement matters. Prior to joining Sony Music Publishing in 2012, Abitbol worked at EMI Music Publishing for five years heading its US digital business. Prior to working at EMI, Abitbol was an associate at Davis & Gilbert LLP for seven years, where he drafted and negotiated various entertainment and advertising-related agreements and advised clients with respect to intellectual property-related issues, including copyright, trademark and rights of privacy and publicity. Before practicing law, Abitbol worked for 21st Century Artists, a music management company based in New York City, where he handled the day-to-day management of various music groups and where he was primarily responsible for the production and routing of various live tours. After leaving 21st Century Artists, Abitbol ran his own artist management company for 3 years. Abitbol has also been a drummer in several college bands, and was a DJ for the George Washington University radio station for 4 years. Abitbol also serves as a member of the Canadian Publisher Committee of CMRRA.

- **Jeff Brabec (BMG).** Jeff Brabec is Senior Vice President of Business & Legal Affairs at BMG Rights Management (US) LLC (“BMG”), the fourth largest music publisher in the world with over three million copyrights. Brabec has decades of experience in music publishing and teaches courses in music publishing, licensing, and contracts for film and TV scoring and song at USC’s Thornton School of Music, where he is an adjunct professor, and music publishing at Berklee College of Music, where he has been a guest lecturer. Brabec is the co-author of the best-selling book *MUSIC, MONEY, AND SUCCESS: The Insider’s Guide to Making Money in The Music Business* (8th Edition (2018) / Schirmer Trade Books/Music Sales), as well as the “Music Publishing” chapter of the 2018 Juris Publications multiple volume treatise *The Essential Guide to Entertainment Law*. He has been awarded the “Deems Taylor Award” for Excellence in Music Journalism, The Texas Star Award by the Entertainment & Sports Law Section of the State Bar of Texas for Outstanding Contribution and Achievement in the Field of Entertainment Law, the 2019 California Copyright Conference Apollo Award honoring leadership and achievement in the music industry and the 2023 Association of Independent Music Publisher (AIMP) Award “Honoring Jeff Brabec for his support of Songwriters and Publishers.” He is also a contributing editor to the *Entertainment Law & Finance* magazine and has written and continues to author numerous articles on the music industry for publications such as *New York Law Journal*, *Advertising Age*, *The Hollywood Reporter*, and *Entertainment and Sports Lawyer*. Brabec speaks at numerous conferences, universities, and law schools about the business of music publishing, including for the American Bar Association (ABA), SXSW, Beverly Hills Bar Association, Society of Composers and Lyricists (SCL), California Copyright Conference (CCC), Practising Law Institute (PLI), and many others. Brabec has also worked at Chrysalis Music Group, Polygram Music Group, Welk Music Group, Arista Music, Interworld Music Group, and ASCAP, and is a graduate of NYU School of Law and a former songwriter and recording artist.

- **Bob Bruderman (Kobalt).** Bob Bruderman is Executive Vice President of Global Digital Business at Kobalt Music Group (“Kobalt”). He is responsible for leading the digital commercial partnership, strategy, and licensing efforts globally for Kobalt, working with a wide range of start-up digital services as well as with established players, including Amazon, Apple, Meta, Pandora, Peloton, Snap, Soundcloud, Spotify, TikTok, and YouTube, among many more. Bruderman is a central player in the execution of Kobalt’s mission, which is to make the music industry more fair and rewarding for creators, emphasizing freedom and transparency with its innovative technology providing data to creators, and allowing them to manage rights and royalties directly. He also works closely with a number of industry groups to ensure the intellectual property interests of songwriters and artists are protected. He is a founding member of the DDEX Licensing Group. Prior to joining Kobalt in 2013, Bruderman held a wide range of roles during his 11 years at Sony Music Entertainment.
- **Tim Cohan (peermusic).** Tim Cohan is the Chief Counsel for peermusic, the world’s largest global independent music publishing company, under continuous family ownership since 1928 with a catalogue of hundreds of thousands of musical works across all genres. Mr. Cohan and his staff provide centralized legal and business affairs support to the firm’s 39 offices in 32 countries, in the course of which he negotiates, drafts, and oversees a range of songwriter, catalogue acquisition, licensing, joint-venture, sub-publishing, and other agreements. Mr. Cohan also plays a key role in the firm’s strategic and policy initiatives, including legislative advocacy, corporate transactions, and peermusic’s global digital music licensing strategy. Since joining the company as in-house counsel in 2011, Mr. Cohan has been an active representative of peermusic in the industry, including four years as a board member of the L.A. Chapter of the Association of Independent Music Publishers. Mr. Cohan received his B.A. from Williams College and his J.D. from Columbia Law School.
- **Alisa Coleman (ABKCO Music & Records) (Chair of the Board).** Alisa Coleman is the Chief Operating Officer of ABKCO Music & Records, Inc. (“ABKCO”), overseeing the day-to-day operations as well as the business development and global licensing of the music publishing, record, and film catalogs for one of the foremost independent entertainment companies in the world. Joining ABKCO in 1985 as an assistant in the licensing and royalty departments, Coleman has gone on to work in every division of the company. In 2016, she was named the company’s first COO. During her tenure at ABKCO, she has greatly expanded the exposure of the company’s legendary catalogue, increasing its reputation and value, and is known for her innovative deal structures that focus on the long-term value of intellectual property and licensing partnerships. Coleman is also the former president of the New York Chapter of the AIMP; a current member of NARAS, AIGA, NYWIFT, CMA, ACM, CSUSA, the National Arts Club; and a lifetime member of the Songwriters Hall of Fame. She has been named to Billboard’s “Top Indie Players,” “Top Digital Players” and “Top Women in Music” lists, and was featured in a *Music Business Worldwide* article as part of their series on “Inspiring Women.”

- **Scott Cutler (Pulse).** Scott Cutler is the CEO and founding partner of PULSE Music Group (“Pulse”) and an award-winning songwriter, musician, and producer. Named to Billboard’s Power 100 in 2020 and Billboard’s “Indie Power Players” list in 2018, he has been at the helm of one of the music industry’s fastest-growing independent companies, amassing a combined sixty BMI and ASCAP song awards and more than twenty billion music streams. As a songwriter and producer, Cutler co-wrote “Torn,” made famous by Natalie Imbruglia, and “Listen” from the film adaptation of *Dreamgirls*, and has collaborated with Madonna, Beyoncé, Katy Perry, Miley Cyrus, Sinéad O’Connor, and Kelly Clarkson, among others.
- **David Kokakis (Universal Music Publishing Group).** David Kokakis is Chief Counsel of Universal Music Publishing Group (“UMPG”), where he has worked for over a decade. He oversees the company’s global digital initiatives, business development strategies, contract negotiations, and litigation matters. He serves in a dual role with Universal Music Group’s recorded music division as Chief Counsel for Digital Rights Management, where he oversees efforts to maximize strategy and digital revenues for publishing and recorded music. He has led UMPG’s negotiations both with digital licensees such as Amazon, Apple, Facebook, Pandora, Spotify, Google, and YouTube, and with leading global artists and songwriters. Prior to his work with UMPG, Kokakis was a partner in a media company that developed and managed businesses across many sectors of the entertainment industries, including book publishing, reality television production, music and sports talent management, consumer product development and corporate branding. He also practiced entertainment law for several years at various firms, including Greenberg Traurig, was the COO of a media company that managed radio and music properties, and owned and operated restaurants and bars in New York City. He has also served as a board member of the Canadian Music Publishers Association.
- **Rell Lafargue (Reservoir) (Board Treasurer).** Rell Lafargue is Reservoir’s President and Chief Operating Officer, overseeing all aspects of the company’s day-to-day operations in New York, Los Angeles, Nashville and London. When Lafargue joined Reservoir at its inception, the company represented four songwriters and 2,000 songs. Building on over twenty years of industry experience, Lafargue built the company’s infrastructure, established its administration systems, and developed the international network that oversees Reservoir’s copyrights to this day. Under Lafargue’s direction, Reservoir has grown to represent over 3000 songwriters and over 150,000 compositions worldwide. Prior to his time at Reservoir, Lafargue was Vice President at TVT Records and TVT Music Publishing, where he worked with artists including Nine Inch Nails, Lil Jon, Snoop Dogg, Scott Storch, and Pitbull. Lafargue also serves on the boards of the International Confederation of Music Publishers (ICMP) in Brussels and Music Publishers Canada, working to promote the interests of music publishers and their songwriting partners worldwide. Beyond his career in music publishing, Lafargue is an accomplished producer, performer, arranger, software consultant and university lecturer. He holds a master’s degree in Music Business and Entertainment Industries from the University of Miami.

- **Claire McAuley (Warner Chappell Music).** Claire McAuley is Executive Vice President of Global Rights Management at Warner Chappell Music (“WCM”). During her time at WCM, McAuley has overseen the publisher’s worldwide administration operations, focusing on proactively maximizing songwriters’ revenue by improving the publisher’s technology, streamlining its processes, and partnering with players in the global music economy. She has worked in music publishing since 2006 when she joined BMG, shortly after her graduation from Berklee College of Music. Her previous roles have included positions at UMPG, Apple’s exclusive ad agency TBWA/Media Arts Lab, and the UK Music Publishers Association. She has also held a directorship at a small, independent publisher and worked in a consultancy capacity, creating business strategy for an independent sync supervision agency and music production company in London. She is a passionate advocate of professional development within the industry, regularly contributing to panel discussions and training programs on music publishing. She also serves on the boards of the Music Publishers Association and Delic, a start-up music collaboration and release platform.
- **Mike Molinar (Big Machine Music).** Mike Molinar is the President and co-founder of Big Machine Music, a division of HYBE America. BMM is an independent, full-service music publishing company with offices in Nashville and Santa Monica. He oversees all aspects of BMM, which has ranked in the Top 10 in Billboard’s “Hot 100 Publishing Corporations” and “Top Country Publishing Corporations” year-end lists. Molinar has twenty-seven years of experience in music publishing exclusively at independent companies such as Starstruck Writer’s Group, Cal IV Entertainment, and Effusion. He also serves on the boards of the National Music Publishers Association (“NMPA”), Music Health Alliance, Academy of Country Music and the Country Music Hall of Fame Education Council. He is a member of the CMA, ACM and The Recording Academy, as well as a member of the 2021 cohort of Harvard Business School’s Young American Leaders Program. A second-generation immigrant of Mexican descent from El Paso, Texas, Molinar decided to join The MLC’s Board because he wants “to make sure small publishers, administrators and independent songwriters understand and can use The MLC to receive the hard-earned income they deserve to earn from their works.”

c. Nonvoting Members of the Board

Pursuant to Section 115(d)(3)(D)(i)(III)-(V), the Board also includes three nonvoting members representing trade organizations for music publishers, songwriters, and digital music

providers, respectively (the “Nonvoting Directors”). Together, the Nonvoting Directors represent The MLC’s three core stakeholder groups.

Specifically, Section 115(d)(3)(D)(i)(III) requires that one Nonvoting Director “be a representative of the nonprofit trade association of music publishers that represents the greatest percentage of the licensor market for uses of musical works in covered activities, as measured for the 3-year period preceding the date on which the member is appointed.” **Danielle Aguirre**, Executive Vice President and General Counsel of the National Music Publishers’ Association (“NMPA”), represents the NMPA as a Nonvoting Director. Aguirre is in charge of the NMPA’s policy, legal, and business affairs, including the negotiation of model industry license agreements and the management of Copyright Royalty Board proceedings. Aguirre was instrumental in the creation and passage of the MMA, including in bringing together the many stakeholders to find the common ground that became the final bill.

Section 115(d)(3)(D)(i)(IV) requires a second Nonvoting Director to “be a representative of the digital licensee coordinator.” **Graham Davies** represents the Digital Licensee Coordinator (“DLC”) as a Nonvoting Director pursuant to this provision. Davies is the President and CEO of the Digital Media Association (DiMA). Prior to joining DiMA, Davies was CEO of The Ivors Academy. With a history as a musician and songwriter advocate, Davies’ passion for education led him to relaunch The Ivors Academy Trust as a charity supporting projects such as TheWRD creative entrepreneurship course, and awards to increase access and diversity for musicians. Graham also established the Credits Due campaign, seeking improvements in how song data is managed. Prior to his work as a songwriter advocate, Davies was part of the senior leadership of PRS for Music collecting society where he delivered innovative digital licensing and administration strategies, including the set-up of the International Copyright Enterprise (ICE).

Davies has served on the board of UK Music, the Council of Music Makers and British Copyright Council.

Section 115(d)(3)(D)(i)(V) requires a third Nonvoting Director to “be a representative of a nationally recognized nonprofit trade association whose primary mission is advocacy on behalf of songwriters in the United States.” **Bart Herbison** represents the NSAI as Nonvoting Director. The NSAI is the world’s largest not-for-profit songwriters trade organization and advocacy group dedicated to the songwriting profession. Established in 1967, the NSAI’s membership of nearly 4,000 spans the United States and many other countries. With more than 100 chapters, the association serves aspiring and professional songwriters in all genres of music. The NSAI’s Executive Director, Herbison, has been a tireless advocate for songwriters for over twenty years. Among his many accomplishments, Herbison played key roles in the passage of the landmark Songwriters Capital Gains Tax Equity Act of 2006, the passage of the MMA, and in multiple CRB proceedings representing songwriters and copyright owners, and also helped create the first-ever copyright infringement group insurance plan for songwriters and music publishers.

2. Board Service

The active participation of The MLC’s Board members serves as a cornerstone of effective governance within the organization. As discussed above,⁷⁴ the members of the Board bring a wealth of industry expertise, diverse perspectives, and a shared commitment to advancing The MLC’s mission of facilitating fair and transparent licensing and royalty distribution for music creators and rightsholders. Through their active engagement, Board members contribute valuable

⁷⁴ See Section VI.B.1, *supra*.

insights, guidance and oversight to ensure that The MLC operates efficiently, ethically and in accordance with its statutory obligations.

The Bylaws mandate that there be an Annual Board Meeting and at least one other regular meeting of the Board during each calendar year.⁷⁵ Since its inception, the Board has exceeded this requirement, convening on a monthly basis in 2019 and 2020, and an average of seven times per year from 2021 through 2023. As discussed further below,⁷⁶ numerous Board members also serve on committees, contributing additional time towards The MLC’s mission. No Board member is employed by The MLC or otherwise receives compensation for their Board or committee service.

3. Board Diversity Report

As part of The MLC’s commitment to diversity, equity and inclusion, section 4.8 of the Bylaws calls for a biennial Board Diversity Report that “address[es] the extent to which the Board fully and fairly represents the whole music publishing and songwriting communities,” “specifically note[s] any actual or potential concerns or shortcomings,” and “address[es] diversity in such areas as gender/race/ethnicity, income, musical genre, geography and expertise/experience.” A copy of the Board Diversity Report for 2022 is annexed hereto as Exhibit 4.⁷⁷

4. Statutory Advisory Committee Composition and Selection Process

Each of the three statutory advisory committees mandated in Section 115(d)(3)(D)(iv)-(vi) (the “Advisory Committees”) convene regularly, and The MLC regularly meets with the members of all of the Advisory Committees to provide operational updates and solicit feedback. The Advisory Committees are discussed in detail below.

⁷⁵ See Ex. 3, *Bylaws*, at § 5.1

⁷⁶ See Sections VI.B.4-5, *infra*.

⁷⁷ The NOI requests the results of the Board Diversity Report for 2021 and 2023. NOI at 5944. Note that the first Board Diversity Report issued in 2022, and the next report is due to issue later this calendar year.

a. Dispute Resolution Committee (“DRC”)

The DRC was established pursuant to the MMA to “establish policies and procedures... for copyright owners to address in a timely and equitable manner disputes relating to ownership interests in musical works licensed under this section and allocation and distribution of royalties by [The MLC], subject to the approval of the [Board].”⁷⁸ The DRC has ten members, five of whom are professional songwriters whose works are used in covered activities, and five of whom are representatives of musical work copyright owners, as required by Section 115(d)(3)(D)(vi).

The current members of the DRC are:

Professional Songwriter Members

- **Aimée Allen (Committee Vice Chair).** Award-winning jazz vocalist and composer/lyricist Aimée Allen is known for her soulful, lyrical original jazz compositions that move audiences and provoke thought. She has released several self-produced critically acclaimed albums that have charted on national radio. Her original songs have been licensed for television and feature film. Allen performs extensively in the New York metropolitan area and tours in the U.S. and abroad. In 2021 she received a South Arts Jazz Road Grant for a 6-state tour in the U.S. Her latest release, *Love and the Catalyst*, was nominated for a 2023 NAACP Image Award for Outstanding Jazz Vocal Album and her compositions from the project were shortlisted for the 2022 International Songwriting Competition. Allen has been named a Rising Star Jazz Vocalist on Downbeat Magazine’s Annual Critic’s Poll, and in 2023, Allen was the recipient of a Chamber Music America New Jazz Works grant to write new original music for her trio.
- **Gary Burr.** Gary Burr is a Nashville Songwriter Hall of Fame member from Meriden, CT. He has been an ASCAP, Billboard and NSAI Country Songwriter of the Year and has written fourteen #1 hits. Burr has had songs recorded by Faith Hill, Garth Brooks, Carole King, Ringo Starr, Reba McEntire, LeAnn Rimes, Christina Aguilera, Ricky Martin, Kelly Clarkson and many others. He has released three solo records and is a member of the group Blue Sky Riders along with Georgia Middleman and Kenny Loggins.
- **Amanda Green (President, Dramatists Guild of America).** Amanda Green is a Tony-nominated lyricist and composer. Her Broadway credits include: *On The Twentieth Century* (Additional Lyrics), starring Kristin Chenoweth and Peter Gallagher; *Hands On A Hardbody* (Lyrics, Co-Composer), working with guitarist Trey Anastasio and Doug Wright; *Bring It On* (Co-Lyricist), working with Lin

⁷⁸ Section 115(d)(3)(K).

Manuel Miranda, Tom Kitt, and Jeff Whitty (Tony Award Nomination for Best Musical, Drama Desk Nomination for Lyrics); and *High Fidelity* (Lyrics), working with Tom Kitt and David Lindsay-Abaire. Her television credits include: *Peter Pan Live* (NBC; Additional Lyrics), starring Christopher Walken and Allison Williams; *The Kennedy Center Honors 2014* (CBS; Special Lyrics), for the Tom Hanks Tribute; and *The Wonder Pets* (Nick, Jr). Green writes songs with and for Trey Anastasio for his bands PHISH and TAB. Also a performer, she and Broadway friends perform her songs at nightclubs and theaters around New York City (Birdland, 54 Below, Joe’s Pub, Second Stage Theatre, etc.). Green is the first woman to win the Frederic Loewe Award for Outstanding Composition from the Dramatists Guild. Green has received a Tony Award Nomination for Best Score, two Drama Desk Award Nominations for Music & Lyrics, and the Outer Critics Circle Nomination for Best Score. She is the winner of two MAC Awards, the Jonathan Larson Award from the American Theater Wing, and the Abe Olman Award from the Songwriters Hall of Fame. Green is an alumna of the BMI Musical Theater Workshop and a graduate of Brown University and the Professional Actors Training Program at Circle in the Square.

- **David “DQ” Quiñones.** Songwriter David “DQ” Quiñones attended Shenandoah Conservatory for music education and opera studies before attending Berklee College of Music where he studied music production and engineering. He has an extensive studio resume in vocal production and arrangements and has written most notably for Beyoncé, Brandy, The Pussycat Dolls and Enrique Iglesias.
- **Jennifer Schott.** Pittsburg, Kansas, native Jenn Schott has been writing songs in Nashville for nearly 25 years. Schott co-wrote Tim McGraw’s #1 hit single, “7500 OBO” which also received the coveted “10 Songs I Wish I’d Written” Award from the Nashville Songwriters Association. She also co-wrote the title track of McGraw’s GRAMMY nominated album, “Two Lanes of Freedom,” which went on to be the namesake of McGraw’s 2013 summer tour. Schott also penned Mickey Guyton’s debut single, “Better Than You Left Me,” which was named one of Billboard’s 10 Best Country Songs of 2015. Other artists who have recorded Schott’s songs include Rascal Flatts, The Eli Young Band, Billy Ray Cyrus, Pam Tillis, Lonestar, Gloriana, Jana Kramer, Francesca Battistelli, Natalie Hemby, Lucy Hale, Jamie Lynn Spears, and Restless Heart. Schott is an alumna of Leadership Music and proudly sits on the board of the Nashville Songwriters Association and the DRC.

Musical Work Copyright Owner Members

- **Ed Leonard (Daywind).** Ed Leonard, President of Daywind Music Group and Vice President of New Day Christian Distributors, serves these independent, family-owned businesses in leadership and general counsel roles. With labels and publishing companies operating in bluegrass, Christian/Gospel, and Americana, the company continues to build on its 40-year history in the music business. Leonard currently serves as chairman/president of the Christian Music Trade Association (CMTA) and as co-chairman/advocacy of the Gospel Music Association (GMA).

In addition to his role on the DRC, he is a long-time member of the Recording Academy, Church Music Publishers Association, Southern Gospel Music Association, Southern Gospel Music Guild, International Bluegrass Music Association, and A2IM, and is a graduate of Leadership Music (2001) and Leadership Bluegrass (2020). His Juris Doctor degree from Belmont College School of Law complements a Bachelor's Degree in Finance from the University of Notre Dame and a Master's Degree in Finance and International Business from the University of Chicago's Booth School of Business.

- **Sean McGraw (Downtown).** Sean McGraw is SVP, Catalog Management at Downtown Music Publishing. In this role, McGraw focuses on the promotion and administration of Downtown's Legacy Client catalogs ensuring the highest level of global administration services and identifying new opportunities for these iconic copyrights. He joined Downtown in 2007. In addition to serving on the DRC, he also serves on the Board of the Independent Music Publishers International Forum (IMPF). McGraw has nearly 25 years of experience in music publishing operations, with previous roles at Cherry Lane Music Publishing, Bourne Co., and Spirit Music Group.
- **Jason Rys (Wixen Music) (Committee Chair).** Jason Rys, a passionate music enthusiast, serves as the Chief Technology Officer and Executive Vice President at Wixen Music Publishing, Inc. With a deep-rooted love for music and 15+ years' experience in the music publishing industry, Rys oversees Wixen's technological operations and vision, furthering its goal of supporting songwriters and artists and promoting their music to fans in an increasingly complex and nuanced marketplace.
- **Consuelo Sayago (Spirit Music Group).** Consuelo Sayago is a seasoned music industry professional who has dedicated her career to championing the rights of creators. With a background in contract administration at BMI and EMI and most recently serving as Vice President, Global Administration at Spirit Music, she has played a pivotal role in working with CMOs worldwide to form equitable standards and alliances.
- **Matt Skiba (Vydia).** Matt Skiba is the Vice President of Rights and Content at Vydia, where he brings over a decade of music industry experience to the company. After receiving his MA in Music Business from New York University, Skiba worked in publishing administration and infringement management at the largest family-owned independent music publisher, The Royalty Network, Inc. Skiba has been working at Vydia since 2018 and provides expertise and empowering leadership within both the Rights Management and Content Operations departments.

b. Unclaimed Royalties Oversight Committee ("UROC")

The UROC was established pursuant to the MMA to "establish policies and procedures for the distribution of unclaimed accrued royalties and accrued interest in accordance with this

subparagraph, including the provision of usage data to copyright owners to allocate payments and credits to songwriters pursuant to [Section 115(d)(3)(J)(iv)], subject to the approval of the [Board].”⁷⁹ The UROC has ten members, five of whom are professional songwriters whose works are used in covered activities, and five of whom are representatives of musical work copyright owners, as required by Section 115(d)(3)(D)(v). The current members of the UROC are:

Professional Songwriter Members

- **Benjamin Allen Glover.** Benjamin Allen Glover is a songwriter and producer hailing from Loveland, Colorado. Glover moved to Nashville, Tennessee in 2000 after signing his first publishing deal the year prior. Originally getting his start as an artist, Glover spent the early part of his career touring before shifting his attention to the craft of writing and producing songs. He has penned over thirty-five #1 hits in multiple genres of music and was named ASCAP’s Christian Songwriter of the Year in 2010, 2012, 2013, 2015, and 2016. Glover wrote the hit county songs, “Hard to Love” by Lee Brice and “Love Don’t Run” by Steve Holy along with numerous hits in Christian music including, “All This Time” and “The Lost Get Found” by Britt Nicole, “Write Your Story” by Francesca Battistelli and Mandisa’s songs “Stronger” and “Overcomer,” the latter of which won a GRAMMY Award. Along with his credits as a songwriter, Glover has achieved notable success as a producer, writing and producing for MercyMe, For King & Country, Danny Gokey, and Mandisa, among others. Glover has had over 400 songs recorded in multiple genres of music by artists such as Chris Tomlin, MercyMe, David Crowder, Trace Adkins, Gloriana, Thompson Square, The Backstreet Boys, Amy Grant & James Taylor, Marc Broussard, Clay Walker, Joy Williams, Brandon Heath, Josh Wilson, The Afters, Colton Dixon, Newsboys, Kari Jobe and many others.
- **Kay Hanley (Committee Vice Chair).** Kay Hanley is an Emmy and Peabody Award winning songwriter for TV animation, music copyright advocate/activist, and singer of Boston-based rock band Letters To Cleo. Hanley began her career in music as the lead singer of Boston-based alternative rock band Letters to Cleo, releasing 3 acclaimed albums between 1990-2000, and spawning such hits as Awake and Here and Now. In 2002, Hanley released her first full length solo album, Cherry Marmalade, produced by longtime Cleo producer, Mike Denneen at Q Division Studios in Boston. The record has recently been remastered for a double album 20th anniversary vinyl re-release. Subsequent solo releases were The Babydoll EP (2005) and Weaponize (2009). After a 16-year hiatus, Letters To Cleo reunited in 2016 to release new music and embark on several sold-out US tours. They are currently writing their 4th full length studio album. In the late 90’s,

⁷⁹ Section 115(d)(3)(J)(ii).

Hanley began expanding her work as a singer and songwriter into the TV and film world, providing the singing voice for Rachael Leigh Cook’s character Josie in Universal Pictures’ feature film *Josie and the Pussycats* and performing cover versions of Nick Lowe’s “Cruel to be Kind” and Cheap Trick’s “I Want You To Want Me” in Touchstone Pictures’ hit film, *10 Things I Hate About You*, and in 2023, she co-wrote all original songs for “Subspace Rhapsody,” the first ever Star Trek musical episode for the CBS/Paramount + hit series *Strange New Worlds* with Cleo bandmate, Tom Polce. Today, Hanley concentrates her career writing music for animated television, penning original songs for shows like Disney Junior’s hit series *Vampirina* and *Doc McStuffins* (for which she won a Peabody Award in 2014), Dreamworks’ *Harvey Street Kids*, WB/ Cartoon Network’s *DC Super Hero Girls*, and Netflix’s series *Ada Twist, Scientist* and becoming a first-time Emmy winner in 2022 for songwriting on *We The People*, the animated series produced by Michelle and Barack Obama’s Higher Ground Pictures. Her latest project is *Kindergarten The Musical*, which she developed with writing partners Michelle Lewis, Dan Petty, and Charlton Pettus. She serves as songwriter and executive producer for the series, which will debut in Fall 2024 on Disney Junior. Hanley is also co-founder of Songwriters of North America (SONA), a non-profit advocacy organization that fights for the protection and value of songs and songwriters in the streaming music marketplace. As a result of that work, Hanley was elected to represent songwriters at The MLC, serving as vice-chair of the UROC since 2019.

- **Dan Navarro.** Dan Navarro has enjoyed an eclectic 40-year career as a hit songwriter, recording artist, singer and voice actor, spread over 19 acclaimed duo and solo albums; nearly 5000 concerts; writing for Pat Benatar (the GRAMMY-nominated “We Belong”), The Bangles and Dionne Warwick; singing in Oscar-winning films *Encanto* (including the #1 hit “We Don’t Talk About Bruno”), *Coco* and *Happy Feet*, plus *Puss in Boots: The Last Wish*, *The Lorax* and more; voicing and singing in TV shows *Invincible*, *Family Guy* and *American Dad*, as well as hit games and hundreds of commercials in English and Spanish. His current album, the NACC Folk Top Ten *Horizon Line*, garnered the best reviews and streams of his career. He co-produced the new album by Jesse Lynn Madera, *Speed of Sound*, including their moving duet “Last Call”, out now. As an activist, he serves on the national board of SAG-AFTRA, is a trustee of the AFM & SAG-AFTRA Intellectual Property Rights Distribution Fund, and on the UROC.
- **Erika Nuri Taylor.** Erika Nuri Taylor is a GRAMMY-nominated and ASCAP Award-winning songwriter from New York. Nuri Taylor started her songwriting career in Atlanta collaborating with producers Organized Noize before relocating to Los Angeles in 2000 and signing her first co-publishing deal with Kenneth “Babyface” Edmonds’ company writing songs for K-Ci & JoJo, Chingy (featuring Janet Jackson), B2K and Xscape. After a brief hiatus from the business, Nuri Taylor rebounded with an eight-week #1 Billboard hit, the two-time GRAMMY-nominated “When I See You” performed by Fantasia and signed with Kobalt Music Publishing. As a co-founding member of The Writing Camp, along with Evan Bogart and David “DQ” Quinones, Nuri Taylor served as an executive producer on the Bravo series *Platinum Hit* and signed hit songwriter Eric Bellinger. Nuri Taylor has also collaborated on international hit “Dirty Dancer” featuring Usher and Lil

Wayne from Enrique Iglesias; “Why Not Me” on the seventh #1 Latin album, *Euphoria*; “Without A Fight,” recorded by Janelle Monáe and featured on the soundtrack to Tyler Perry’s *For Colored Girls*; the #2 charting UK single “Champion” by Chipmunk, featuring Chris Brown; #1 Billboard Dance “Right Here (Departed)” by Brandy; “Woman Up” by Meghan Trainor; #1 UK Single “Wings” by Little Mix; EDM hit single “Light Years” by Yellowclaw on the #1 Dance/Electronic Billboard Album; the Disney TV show *Andi Mack* theme song, “Tomorrow Starts Today,” performed by Sabrina Carpenter; and “Cirque Du Soleil” in *CyberPunk 2077* – Video Game.

- **Bruce Wayne.** Bruce Wayne is a highly accomplished songwriter-producer and music business professional, working at the intersection of entertainment and technology. With a career spanning over two decades, Wayne has established himself as a prominent figure in the realm of production, A&R, music supervision for television-film, content acquisition & strategy.

Musical Work Copyright Owner Members

- **Patrick Curley (Third Side Music).** Patrick Curley is an entertainment lawyer and the president and co-founder of Third Side Music, a 100% independently owned synchronization licensing & copyright administration company based in Los Angeles & Montreal with worldwide reach. Third Side Music represents over 85,000 titles by a wide variety of artists. It was founded in 2005 and is staffed by a large team of hard-working music industry veterans, musicians, and copyright data obsessives. Third Side Music is a transparent and equitable destination for career musicians. A company founded on a deep and solid DIY attitude that treats artists as partners and not as commodities. As a lawyer, Curley has over twenty-five years of experience handling business affairs in the music industry. As a music publisher he is a member of the Board of Directors of SOCAN and Chair of the Reproduction Committee of SOCAN Reproduction Rights. In addition to his role on the UROC, he sits on the NMPA’s Independent Publisher Advisory Committee.
- **Michael Eames (PEN Music Group) (Committee Chair).** Michael Eames is a trained composer, songwriter, and pianist who majored in music at Cornell University and completed the Certificate Program in Film Scoring at UCLA Extension; he also secured a minor in Business Management from Cornell. As President of PEN, Eames oversees all aspects of the operation as well as focuses on pitching the catalogue to all media and business development. In addition to serving as the UROC Chair, he also proudly serves on the Independent Publishers Advisory Council (IPAC) of the NMPA and on the Advisory Board of SONA. He also previously served as the National President of the AIMP from 2015-2018 and served as its National Vice President from 2013-2014. Immediately prior to starting PEN, Eames oversaw the international and film & TV departments of Don Williams Music Group where he was responsible for song catalogues such as Jimi Hendrix, Chicago, and Roy Orbison among numerous others. He also worked previously for Brian Wilson of the Beach Boys and the management and music supervision firms The Derek Power Co and Seth Kaplan Entertainment. Eames wrote the music

publishing section of the Hal Leonard/Rowman & Littlefield-published book entitled *Five Star Music Makeover: The Independent Artist's Guide for Singers, Songwriters, Bands, Producers and Self Publishers* (2016) and is co-author (with Bobby Borg) of the book *Introduction To Music Publishing For Musicians*, which was published by Rowman & Littlefield in 2021 and is already used in many curriculums. He is a frequent guest speaker in both real and virtual classrooms, festivals and panel discussions worldwide and co-teaches (also with Bobby Borg) the online UCLA Extension class, *Music Publishing: A Creative And Business Perspective*.

- **Dale Esworthy (Sony Music Publishing).** Dale Esworthy is an experienced music publishing professional with 34 years at Sony Music Publishing, currently serving as Executive Vice President of Global Administration. Esworthy graduated from the Gies College of Business at the University of Illinois Urbana-Champaign with a Bachelor of Science in Accountancy, and worked several years in public accounting before joining Sony. Esworthy has served on The MLC's Operations Advisory Committee from 2019-2023 and is now on the UROC. Esworthy is a member of Leadership Music class of 2003, and was on the working group leading to the NMPA Late Fee program in 2009.
- **Frank Liwall (The Royalty Network).** Frank Liwall is the Founder, President, and CEO of the Royalty Network, a music publishing company established in 1994, based on the notion of offering non-traditional and progressive administration deals to clients. By taking an innovative and non-proprietary approach to copyright ownership, the expertise of more than twenty-five years' experience as a sharpshooting numbers man (Liwall is an Accountant and Auditor by trade), Liwall has earned himself a following that boasts some of the most prolific and talented people in the music industry today. Small enough to pay attention to detail and to give personal attention to each and every song title, yet large enough to handle top-selling hits by worldwide artists such as Beyonce, Lil Wayne, Ed Sheeran, Ariana Grande, Kendrick Lamar, Drake, Eminem, and many others. The willingness to educate his writers and artists about the specifics of the business which can be confusing and labyrinthine to the newcomer and his commitment to personalized service have contributed to the success of Liwall's company. Since its inception, all professional services, including arranging collaborations, pitching songs, and sync pitching for TV, films and commercials are included as part of the standard administration agreement. "We have an incredible worldwide approach with our creative team. Steady forward progress is an important outcome for any deals we enter into," says Liwall. Liwall has served as expert testimony on copyright infringement cases in the United States, and has served as a panel speaker, moderator, and feature speaker in conferences throughout the world, including Billboard's Film & TV Conference, Midem, Billboard's R&B Conference, Musexpo, and numerous others. Liwall is a member of the NMPA's IPAC, the AIMP, the Recording Academy, and is a Sponsor member of the Songwriters Hall of Fame.
- **Kathryn Ostien (TRO Essex Music Group).** Kathryn Ostien is the COO Global Music Operations for TRO Essex Music Group, a fully independent music

publisher since 1949 representing every genre of music including folk, blues, rock, pop and jazz. Ostien is also an active member of AIMP, NMPA, NAPW and WIM.

c. Operations Advisory Committee (the “OAC”)

The OAC was established pursuant to the MMA to “make recommendations to the [Board] concerning the operations of [The MLC], including the efficient investment in and deployment of information technology and data resources.”⁸⁰ The MMA requires this Committee to include an equal number of members who are musical work copyright owners appointed by the Board and who are representatives of digital music providers appointed by the DLC. The current members of the OAC are:

Musical Work Copyright Owner Members

- **Ed Arrow (Universal Music Publishing Group) (Committee Chair).** Ed Arrow is Senior Vice President, Global Projects at Universal Music Publishing Group (UMPG) where he works across teams in digital media, and global administration, to better service writers and to develop policies, systems, and procedures to maximize revenue and efficiency. Prior to his current position, Arrow headed UMPG’s Copyright Department, a position which he held for 22 years. Prior to UMPG, Arrow served in various positions at Virgin Music Publishing, Leiber & Stoller Music, and Warner/Chappell Music. He has previously served as president of the California Copyright Conference and is a former Board member of the Association of Independent Music Publishers.
- **Scott Farrant (Kobalt).** Scott Farrant has over 35 years of music industry experience working for major & indie music publishers, CMOs and artist management across a broad range of areas (including strategy, creative, front and back office) which has given him a rounded overview of the industry. Currently Head of Industry and Society Affairs at Kobalt Music, Farrant’s previous positions include: Head of Global Operations at Kobalt Music Publishing, COO of AMRA, MD of KSTAR, Head of New Business / Head of Media Licensing / International Director at STIM and SVP Creative & International at Palan Music. Farrant has also worked at BMG Music Publishing Limited, EMI Music Publishing and PRS. Currently Farrant is a board member of ICMP (vice-chair), IMPA & MPA, chairs the UK IPO Metadata Technical Solutions Group project and ICMP’s Metadata

⁸⁰ Section 115(d)(3)(D)(iv).

Expert Group and is founder and co-chair of the European Online Steering Committee.

- **Lidia Kim (Concord).** Lidia Kim oversees the digital business and legal affairs for Concord Music Publishing, advising company executives and internal departments on global digital and catalog matters, and managing the global digital licensing network, DSP relations, and mass copyright litigation and other new media rights enforcement matters. Her expertise extends to managing business affairs as well as drafting and negotiating agreements with both emerging and established talents, including artists, songwriters, contemporary classical composers.
- **Michael Lau (Laud Music).** Michael Lau is a thirty-three year veteran of the music industry that has covered the gamut of experience from music supervisor, composer, music production library, technology, subjective metadata, licensing to music publisher. He has worked for major music publishers such as Warner/Chappell Music and was a founding member of the independent music publisher, Round Hill Music. Initially at Warner/Chappell, Lau was responsible for placing and licensing music to commercials and video games. Due to his deep background in marketing and technology, he not only licensed a system he created, but was lead in developing the company's worldwide creative pitching system. As a founding member of Round Hill and as its COO/CTO, he was instrumental in building the company from a 3-person startup to 55+ person staff, raising three private equity funds and a UK IPO. Currently Lau is music publishing consultant and advisor for the rights management and technology platforms, as well as raising investment capital for a new multi-tiered rights management company. In addition to his role as a founding member of the OAC, Lau is the current National Chairperson and NY Chapter President of the AIMP. Lau holds a Bachelor of Music from Berklee College of Music.
- **Ana Ruiz (Drive Music Publishing).** Ana Ruiz is the founder of Drive Music Publishing, Inc., a company dedicated to providing administration, creative, consulting, royalty collection and sound recording services throughout the world. Prior to Drive Music Publishing, Ruiz was Manager of Music Services at a large business management firms specializing in the entertainment industry. Ruiz represented the publishing and independent record labels of many music clients, including the catalogs of Dolly Parton, Neil Diamond, Herbie Hancock, Billy Joel, Jackson Browne and many others. Her extensive experience with audit and business management has provided the instrumental tools used to represent, monetize and grow music catalogs and enhance their value and help songwriters achieve greater financial success. For over 20 year she has helped catalog owners navigate the ups and downs of the music industry. Ruiz continues her efforts in education and advocacy as a member a member of the CCC, AIMP, National Academy of Recording Arts and Sciences (NARAS), and the Latin Academy of Recording Arts and Sciences (LARAS).
- **Eric Scott (BMG).** With robust industry experience spanning 20 years, Eric Scott has been an integral part of BMG since 2011. He is entrusted with the management

of several critical financial and operational areas including Royalties, Copyright, Revenue Assurance, Artist Royalties, and Mechanical Licensing. His oversight extends across BMG's operations in North America, LATAM, and APAC. Prior to joining BMG, Scott served as the Director of Royalties at Spirit Music Group and honed his expertise as Manager of Publisher Services at The Harry Fox Agency. Academically, Scott holds a Bachelor's Degree from Monmouth University and has furthered his education with MBA degrees from Purdue University and TIAS.

Digital Music Provider Members

- **Robert Brode (Apple).** Robert Brode works in strategic development for Apple Music. Prior to his time at Apple, Brode worked for over a decade at Warner Chappell Music serving in multiple roles including Director, Licensing Administration, Vice President, Audit & Client Services as well as Vice President, Audits, Income Tracking & Royalties where he developed new reporting tools to allow for more efficient analysis, targeted income tracking and focused audit research. Before entering the world of music publishing, Brode practiced transactional law as an attorney in New Orleans, LA. He earned a JD from Tulane Law School with a certificate of concentration in sports law.
- **Alan Jennings (Amazon).** Alan Jennings is Head of Publishing Operations at Amazon Music. Jennings leads a global operations team that supports Amazon Music's publishing obligations, and oversees royalties, reporting, licensing strategy, technology development, and legal compliance. Jennings sits on the Board of Directors for the Digital Licensee Coordinator (DLC), and is a longstanding active member of Digital Data Exchange (DDEX). Previously, Jennings has worked in music publishing at Apple, business technology at Goldman Sachs, and data science at AI/tech startups. Jennings graduated from Stanford University with a degree in Engineering - Biomedical Computation.
- **Jen Rosen (YouTube).** Jennifer Rosen is the Head of Music Publishing Partnerships at YouTube, where she leads a team of Strategic Partner Managers who develop and grow music publishers' interests on the platform. Melding together her business development and licensing expertise with her royalty and operational skills, she's forged true partnerships with the songwriter and publishing communities; a relationship that was largely transactional in the past. She works closely with other DSPs as a board member of the DLC, and sits on both the OAC and the BPAC of The MLC (co-chair). Before joining Google in 2012, Jen spent nearly 15 years in the EMI Music family; first on the label side, leading the foreign royalty department, then as the VP of the Infringement and Compliance Unit at EMI Music Publishing (now Sony Music Publishing). She is a graduate of The American University in Washington, D.C. with both her undergraduate and M.B.A. degrees and is a Certified Public Accountant.
- **Brandon Shevin (Beatport).** Brandon Shevin is COO and General Counsel of The Beatport Group. Celebrating its 20th year as the leading digital platform for electronic artists, Beatport has recently launched a streaming integration directly within leading software and hardware products for performing DJs. The Beatport

Group has further expanded its commercial offerings with its acquisitions of Loopmasters and Plug-in Boutique, for the music producer, Ampsuite and Label Radar, which is the foundation of the organization's new Music Services division that provides marketing and distribution services, and the launch of Beatsource, catering to the needs of the open-format DJ.

- **Josephine Speranza (Spotify).** Josephine Speranza is responsible for the execution of Spotify's music publishing strategy, including deal implementation of Spotify's agreements with rights holders, managing relationships with vendors and The MLC. She works closely with Spotify's legal, finance, and reporting teams to ensure and enforce best practices on reporting systems, royalty flows and data transparency. She represents Spotify on the DLC's Board. Before joining Spotify, Speranza was the Director of Publishing at Ultra Music, where she led the division's strategy and operations. On the licensing front, she secured international and domestic partnerships with new sub-publishers, PROs, DSPs and worked closely with trade organizations. She optimized internal workflows related to copyright administration, royalty collections, and reporting processes. On the creative side, she worked with the A&R team to identify and sign new writers, acquire new catalogs, and promote Ultra's existing repertoire. Prior to joining Ultra, Speranza was an economic consultant for multinational corporations at Ernst & Young. An Italian native, she earned her BA from Bocconi University in Milan, Italy and her Masters in International Affairs and Economics from Columbia University in New York.
- **Alex Winck (Pandora).** Alex Winck is a 16-year veteran in the music streaming industry and currently holds the position of Senior Director of Royalties at Pandora Media. He is responsible for the day-to-day operations related to royalties, contract implementations, royalty platform updates, monthly and quarterly reporting distribution and relationships with all digital content partners (Music Labels), PROs, SoundExchange, The MLC, and others.

5. Non-Statutory Committee Composition and Selection Process

The NOI requests "a list of all the committees The MLC has created that are not required by statute, the membership of those committees, and how it determined the membership of those committees." These non-statutory committees are discussed in detail below.

a. Budget Performance Advisory Committee

The Budget Performance Advisory Committee ("BPAC") is a committee created out of collaboration between The MLC and the DLC, and meets regularly to review information on budgeting and expenditures, and to provide input and recommendations related thereto to the

Board. The BPAC comprises twelve members: six appointed by the Board and six appointed by the DLC. The method used by the Board to determine membership involved members of the Board discussing the committee responsibilities, and surveying for experience, interest and availability among the Board or other copyright owner representatives with experience in budgeting and operational finance. After discussion and deliberation, The MLC appointed the following members⁸¹ to the BPAC: Rell Lafargue (who also serves as the Board Treasurer), Michael Abitbol, Danielle Aguirre, Bob Bruderman, Alisa Coleman, and Joe Gillen (Chief Financial Officer, North America, of BMG Rights Management). The DLC’s appointments to the BPAC are: Wiatt Bingley (Finance Manager of Pandora/SXM), Robert Brode (Strategic Development & Industry Affairs, Music Publishing at Apple), Olivia Delao-Ng (Finance Principal, Music Licensing of Amazon), Matt Eccles (SVP and General Counsel of Napster), Jen Rosen (Head of Music Publishing Partnerships of YouTube Music (US/CA)), and Josephine Speranza (Director, Publishing Licensing, US of Spotify).

b. Nominating Committees

Pursuant to the Bylaws, the Board has established two committees to address nominations of candidates for open Board and statutory Advisory Committee seats: the **Songwriter Nominating Committee** and the **Publisher Nominating Committee** (together, the “Nominating Committees”). The Publisher Nominating Committee is responsible for addressing nominations to a slate of candidates for (a) recommendation and appointment of Publisher Directors to the Board and (b) election of publisher members of the OAC, UROC and DRC. The Songwriter Nominating Committee is responsible for addressing nominations of candidates to be Songwriter Directors and songwriter members to the UROC and DRC (“Songwriter Committee Members”).

⁸¹ Employment information is only provided for committee members who are not on the Board.

When a position on one of the aforementioned bodies becomes available, the respective Nominating Committee reviews candidate suggestions solicited from the public through The MLC website, evaluates potential candidates based on relevant criteria, including statutory qualification, expertise, experience, and alignment with The MLC’s mission. After deliberation and discussion, the respective committee submits a slate of qualified nominees for election or appointment to that position by the relevant body. The Nominating Committees strive to ensure that the applicant pool for Board and committee positions comprises diverse perspectives and adequately represents the interests of The MLC’s stakeholders.

The Publisher Nominating Committee consists of not less than five Publisher Directors, including at least one Class B and one Class C Publisher, as well as the Publisher Trade Group Director.⁸² The current members of the Publisher Nominating Committee are: Danielle Aguirre, Tim Cohan, Alisa Coleman, Rell Lafargue, Claire McAuley, and Mike Molinar. As with the BPAC, these members were selected by consideration of the responsibilities of the committee, surveying of the Board for relevant experience, interest and availability, discussion to identify appropriate candidates, and a vote.

Under the Bylaws, the Songwriter Nominating Committee consists of: (1) representatives of at least three nationally or regionally recognized not-for-profit organizations that have songwriter representation or advocacy as a significant portion of their mission and operations (“Songwriter Organizations”); and (2) two Songwriter Committee Members.⁸³ The current Songwriter Organizations were chosen by the Board after discussion and deliberation on the committee’s responsibilities and the range of qualified organizations, and are the Recording

⁸² See Ex. 3, *Bylaws*, at § 6.1(a).

⁸³ See *id.* at § 6.2(b).

Academy, Songwriters of North America (SONA), and NSAI. The current members of the Nominating Committee are Aimée Allen (member of the DRC), Dan Navarro (member of the UROC), Evan Bogard (representative of the Recording Academy), Roahn Hylton (representative of SONA), and Victoria Shaw (representative of NSAI).

The Songwriter Organization representatives were selected by their respective Songwriter Organizations. The Songwriter Committee Members who serve on the Songwriter Nominating Committee were selected by the Songwriter Directors after considering all songwriter committee members for appropriate experience, interest, availability and contribution to representation of the interests of The MLC’s diverse stakeholders.

c. Audit Committee

The Audit Committee is responsible under the Bylaws for ensuring that the statutory audit report outlined in Section 115(d)(3)(D)(ix)(II) occurs,⁸⁴ and to oversee external audits of The MLC’s financial statements that The MLC arranges to be done by independent auditors.⁸⁵ The Bylaw state that the Audit Committee should be comprised of three to six Directors. Its current members are Rell Lafargue, Claire McAuley and Graham Davies. The method used by the Board to determine membership involved the discussion by Directors of the committee’s responsibilities, consideration of the experience, interest and availability among the Directors, and deliberation, followed by the selection of the above-referenced members via a Board vote.

d. Compensation Committee

The Compensation Committee provides oversight concerning The MLC’s employee compensation. The Board members on the Compensation Committee are Michael Abitbol,

⁸⁴ The first such audit was completed in 2023, and the audit report is available on The MLC’s website. *See* The MLC, *Governance and Bylaws*, <https://www.themlc.com/governance> (providing link to “Auditor Letter to Board re MMA Audit Provision (115(d)(3)(D)(ix)(II))”).

⁸⁵ *See* Section V.A for further details concerning these external audits.

Danielle Aguirre, Bob Bruderman, Alisa Coleman, Bart Herbison and Rell Lafargue. The method used by the Board to determine membership involved Directors discussing the committee responsibilities, surveying for experience, interest and availability among the Directors, and deliberating on the decision before voting.

C. Policies, Practices, Procedures and Guidelines of The MLC

1. The MLC's Existing Policies Addressing Its Statutory Duties

Since its designation in 2019, The MLC has adopted the following policies addressing its statutory duties, procedures, practices and guidelines:

a. Conflict of Interest Policy

The Conflict of Interest Policy is an internal policy establishing guidelines for managing actual, potential, or perceived conflicts of interest. The policy applies to all members of the Board, Advisory Committee members, employees and subcontractors. A copy of this policy (which has not been amended to date) is annexed hereto as Exhibit 5, and is available to the public on The MLC's website.⁸⁶

b. Musical Work Ownership Dispute Policy

The Musical Work Ownership Dispute Policy outlines the procedures The MLC follows when processing royalties for musical works subject to ownership claims or disputes between or among copyright owners. A copy of this policy is annexed hereto as Exhibit 6, and is available to the public on The MLC's website.⁸⁷ The MLC first published this policy in February 2021, and it has not been amended since publication.

⁸⁶ The Conflicts of Interest Policy is available on the "Governance and Bylaws" page of The MLC's website. See The MLC, *Governance and Bylaws*, <https://www.themlc.com/governance>.

⁸⁷ The Musical Work Ownership Dispute Policy is available on the "Dispute Policies" page of The MLC's website. See The MLC, *Dispute Policies*, <https://www.themlc.com/dispute-policy>.

c. Statutory Termination Policy

The MLC's former Statutory Termination Policy⁸⁸ was suspended in October 2022 pending the outcome of the rulemaking proceeding initiated by the U.S. Copyright Office in its Notice of Proposed Rulemaking published on October 25, 2022.⁸⁹ The MLC is holding all royalties correlated with musical works that are subject to statutory termination claims beginning with the royalties for the October 2022 usage period, which would have been initially distributed in January 2023, except where one of the following conditions apply: (1) there is no dispute between the applicable claimants (meaning there is no disagreement about the credibility of the claim and how/to whom the royalties should be distributed); (2) an agreement is signed by all claimants directing The MLC to pay royalties for the work(s) concerned to one of the parties; or (3) there is a court order that directs the payment of royalties for the work(s) concerned to one of the parties. When the Office completes its pending rulemaking concerning statutory terminations⁹⁰ and issues its rule governing the treatment of such claims, The MLC will implement that rule and begin distributing royalties subject to such claims in accordance with the Office's rule.

d. Investment Policy

The MLC's investment policy covers the management of royalty funds, setting forth objectives and strategies to govern the management of these funds, and containing an anti-comingling policy as referenced in Section 115(d)(3)(D)(ix)(I)(cc). Copies are attached as Exhibit 7 ("Investment Policy Statement") and Exhibit 8 ("Cash Management Policy Statement"), and are

⁸⁸ The former Statutory Termination Policy outlined procedures The MLC used to: (a) analyze notices of statutory termination claims received from rightsholders; and (b) determine how to administer royalties for works and shares of works subject to statutory termination claims or disputes. Copies of this former policy are available on the "Dispute Policies" page of The MLC's website. See The MLC, *Dispute Policies*, <https://www.themlc.com/dispute-policy>.

⁸⁹ See U.S. Copyright Office, Notice of Proposed Rulemaking, Termination Rights and the Music Modernization Act's Blanket License, 87 Fed. Reg. 64405 (Oct. 25, 2022).

⁹⁰ See U.S. Copyright Office, Supplemental Notice of Proposed Rulemaking, Termination Rights, Royalty Distributions, Ownership Transfers, Disputes, and the Music Modernization Act, 88 Fed. Reg. 65908 (Sept. 26, 2023).

available on The MLC’s website.⁹¹ The MLC has always had separate policy documents for unmatched royalties under the MMA (which are governed by particular statutory investment requirements) and other royalties pending distribution (which are handled under the cash management policy statement).

As The MLC’s CEO explained to Congress:

It is important to note first that the MMA effectively requires The MLC to have an investment program. The MLC does not engage in any sort of speculative or risky investing, but rather its program maintains the lowest risk investments available that can meet the MMA mandate to accrue interest at the federal short-term rate. What may not be apparent to many is that it is not possible to take hundreds of millions of dollars in cash to any bank – or even a variety of banks –and have a secured and insured deposit account with a guarantee of receiving interest at the federal short-term rate. The only way for The MLC to fulfill this particular statutory requirement was to create an investment program designed to meet the MMA’s directive. The MLC’s low-risk investment activities are a necessity, not a preference. There is no deposit account where The MLC can maintain royalty funds and earn interest at the federal short-term rate, without risk to the principal or interest. Since no such account was created by the MMA or made available by the government, and standard, insured bank accounts will not maintain The MLC’s cash flow with an interest guarantee that meets the MMA’s directive, The MLC developed an investment program intended to earn the necessary interest rate while keeping risk at a minimum, working with an outside financial advisory firm that has extensive experience in the field and is “fee-based,” which means the firm is paid fixed fees instead of commissions and thus has no financial interest in the ultimate investment decisions.

The MLC has managed all of its funds through its investment program, and royalty funds and operational funds (as collected through the administrative assessment) are addressed separately and maintained separately. The program has investments in a handful of mutual funds managed by significant and experienced institutional investment firms that our financial advisors have thoroughly vetted. Over time, we have also held a small amount of funds in deposit accounts at a handful of commercial banks willing to offer very competitive interest rates. Funds are never placed in investments that would be classified as having heightened or high risk. The MLC’s operational funds are kept entirely separate from royalty funds and are maintained in standard business cash management accounts, which are FDIC insured, and diversified, high-grade money market funds.⁹²

⁹¹ The Investment Policy Statement and Cash Management Policy Statement are available on the “Governance and Bylaws” page of The MLC’s website. See The MLC, *Governance and Bylaws*, <https://www.themlc.com/governance>.

⁹² Ahrend QFR Responses at 6.

These policy documents were initially approved by the Board in January 2021, following consideration and discussion with The MLC’s fee-based financial advisory firm. In May 2021, the Board approved a minor amendment to address the holding of limited amounts of royalty funds in accounts with banks that agree to guarantee the statutory interest requirement.

These original policy documents also contained information regarding the specific investments recommended by The MLC’s fee-based financial advisory firm. As the Office notes in the NOI, based on the advice of the fee-based financial advisory firm, The MLC concluded that it would have been inappropriate to disclose these specific recommendations in a public document.⁹³ For that reason, The MLC did not make these policy statements publicly available, but it did publish non-confidential aspects of the policies in its Annual Reports.⁹⁴

In March 2024, the Board amended these policy documents to remove the information regarding The MLC’s specific investments so that it could publish the full copies of each document.

e. Guidelines for Adjustments

The MLC’s Guidelines for Adjustments (the “Guidelines”) outline the procedures The MLC follows when processing adjustments to royalties. A copy of the Guidelines is annexed hereto as Exhibit 9, and is available to the public on The MLC’s website.⁹⁵ This policy has not been amended.

⁹³ See Ahrend QFR Responses at 6 (“Our financial advisors have advised that we not make public any details about specific investment solutions. Their reasons include security concerns and concerns that such information could be used alongside our public royalty distribution timelines to engage in market timing to the detriment of The MLC. Public knowledge about large-scale trades can be used to exploit the market for an investment to the detriment of the known trader.”); NOI at 5944 n.48.

⁹⁴ See The MLC, *Governance and Bylaws, 2021 Annual Report, Appendix* at 4 (2021) and *2022 Annual Report, Appendix* at 5 (2022), <https://www.themlc.com/governance>.

⁹⁵ The Guidelines for Adjustments are available on the “Blanket Royalty Distributions” page of The MLC’s website. See The MLC, *Blanket Royalty Distributions*, <https://www.themlc.com/blanket-payments>.

2. Additional Directed Inquiries Regarding Policies

a. Policies or procedures related to the distribution of unclaimed accrued royalties and accrued interest

The MLC has not yet created any policies or procedures related to the distribution of unclaimed accrued royalties and accrued interest. As The MLC has discussed in prior regulatory submissions,⁹⁶ it interprets Section 115(d)(3)(J)(i)(I) to provide that the first distribution of unclaimed royalties was not to occur prior to 2023, and that The MLC has discretion to retain unclaimed accrued royalties beyond the statutory holding period to allow for additional efforts at matching and claiming. The MLC is exercising its discretion to hold unclaimed accrued royalties beyond eligibility for distribution in order to obtain more matches and distribute more royalties (plus interest) to rightful owners. The MLC intends to keep unmatched usages in the matching pool for repeated attempts to match unless and until there is a distribution under the statute. The MLC and UROC will establish relevant policies and procedures well in advance of any such distribution.

Moreover, The MLC only began to receive final adjusted reporting from Blanket Licensees for uses that took place between 2018 and 2022 on or about February 9, 2024, and has not yet received such reporting from numerous DSPs.⁹⁷ The MLC is thus still in the process of administering significant adjustments to royalties for uses that took place during this period. In light of these adjustments, The MLC expects that additional efforts at matching and claiming will

⁹⁶ See Initial Designation Proposal at 52-53.

⁹⁷ The Copyright Royalty Board (CRB), which sets the mechanical royalty rates for the Blanket License that The MLC administers, retroactively changed the royalty rates for this five-year period from 2018-2022, following an appeal and remand of those rates back to the CRB for further consideration. The publication of this final determination in the Federal Register on August 10, 2023, began a 6-month period within which Blanket Licensees must report retroactive adjustments related to royalties for the activities that took place during this period. See Copyright Royalty Board, Final Rule and Order, *Determination of Royalty Rates and Terms for Making and Distributing Phonorecords (Phonorecords III)*, 37 C.F.R. 385 (Aug. 10, 2023).

enable The MLC to distribute additional royalties from the historical and blanket periods, and The MLC remains committed to ensuring diligent and extensive efforts to match uses and works before planning a distribution of unclaimed accrued royalties.

b. “An explanation of how [The MLC] is ensuring that ... its policies, procedures, and practices are transparent and accountable”

The MLC has taken a number of steps to ensure that its policies, procedures, and practices are transparent and accountable. These include the following:

- As described above, a copy of each of The MLC’s policies is publicly available on The MLC’s website.⁹⁸
- The MLC has published detailed information about its procedures and practices on its website, including written, graphic, and audiovisual explanations of its entire royalty administration process,⁹⁹ information and guidance for DSPs,¹⁰⁰ policies,¹⁰¹ audits,¹⁰² data

⁹⁸ This also incorporates the Office’s recommendation in the Unclaimed Royalties Report that “the full and complete policies, practices, and procedures ... adopted by The MLC with respect to [various initiatives and operations] ... be documented in detail and made publicly available on the MLC’s website, along with clear explanations describing them in layperson’s terms.” Unclaimed Royalties Report at 71, 84 and 105.

⁹⁹ See The MLC, *How it Works*, <https://www.themlc.com/how-it-works>; see also The MLC, *Blanket Royalty Distributions*, <https://www.themlc.com/blanket-payments>.

¹⁰⁰ See, e.g., The MLC, *DSP Resources*, <https://www.themlc.com/dspresources>.

¹⁰¹ See The MLC, *Dispute Policies*, <https://www.themlc.com/dispute-policy> (providing a link to the Musical Work Ownership Dispute Policy); see also The MLC, *Governance and Bylaws*, <https://www.themlc.com/governance> (providing links to the Conflict of Interest Policy, Investment Policy Statement, and Cash Management Policy Statement).

¹⁰² See The MLC, *Audits*, <https://www.themlc.com/audits>.

programs,¹⁰³ matching,¹⁰⁴ claiming,¹⁰⁵ transfers,¹⁰⁶ adjustments,¹⁰⁷ distribution timing¹⁰⁸ and more.¹⁰⁹

- The MLC posts its Annual Reports and annual IRS filings on its website where they are fully accessible to Members and the public. These documents contain detailed information about The MLC’s operational and licensing practices; how royalties are collected and distributed; budgeting and expenditures; collective total costs; projected budget; aggregated royalty receipts and payments; expenses that represent more than 10% of The MLC’s annual budget; and efforts to locate and identify copyright owners of unmatched works.¹¹⁰
- As discussed in the Operations section above,¹¹¹ The MLC has built and deployed numerous tools and resources to facilitate access to and usage of The MLC’s public data

¹⁰³ See The MLC, *Data Programs*, <https://www.themlc.com/data-programs-all>.

¹⁰⁴ See The MLC, *Quick Tips & Tutorial Videos*, “The MLC Portal: How to Use the Matching Tool,” <https://www.themlc.com/tutorial-videos> (providing link to a video on The MLC’s YouTube page that offers a detailed, step-by-step walk-through of The MLC’s Matching Tool); see also The MLC, *The MLC Portal: How to Use the Matching Tool*, YouTube (Dec. 21, 2021), https://www.youtube.com/watch?v=jHjdZ0ajMA&ab_channel=TheMLC.

¹⁰⁵ See The MLC, *Quick Tips & Tutorial Videos*, “The MLC Portal: How to Use the Claiming Tool,” <https://www.themlc.com/tutorial-videos> (providing link to a video on The MLC’s YouTube page that demonstrates how to use the Claiming Tool); see also The MLC, *The MLC Portal: How to Use the Claiming Tool*, YouTube (Nov. 18, 2022), <https://www.youtube.com/watch?v=BJP6kpdtDtc&t=1s>.

¹⁰⁶ See The MLC, *Catalog Transfers*, <https://www.themlc.com/catalog-transfers-form>; see also The MLC Help Center, *Catalog Transfer Process and FAQs*, <https://help.themlc.com/en/support/catalog-transfer-process-and-faqs>.

¹⁰⁷ See The MLC, *Blanket Royalty Distributions*, <https://www.themlc.com/blanket-payments> (providing link to The MLC Guidelines for Adjustments).

¹⁰⁸ See The MLC, *Quick Tips & Tutorial Videos*, “The MLC Royalty Payment Timeline,” <https://www.themlc.com/tutorial-videos> (providing link to a video on The MLC’s YouTube page that explains The MLC’s royalty distribution cycle); see also The MLC, *The Royalty Payment Timeline*, YouTube (Apr. 22, 2022), https://www.youtube.com/watch?v=T_R2vuhHps8&ab_channel=TheMLC.

¹⁰⁹ See, e.g., The MLC, *Frequently Asked Questions*, <https://www.themlc.com/frequently-asked-questions>; see also The MLC, *Resources*, <https://www.themlc.com/resources>.

¹¹⁰ See The MLC, *Governance and Bylaws*, <https://www.themlc.com/governance>.

¹¹¹ See Section II.A-B, *supra*.

by its Members and members of the public. These tools provide users with significant transparency and promote accountability.

- The MLC provides detailed royalty statements every month to Members receiving royalty payments showing each sound recording product that was matched to a work registered by the Member concerned, the amount of royalties attributable to the uses of that musical work that were reported by DSPs for that month's usage, and rate sheets detailing how The MLC calculated the per stream (or per download) rate for those royalties. With this data, any rightsholder can conduct a thorough review of the accuracy of their royalty payments at any time.
- Significant accountability is built into the right that all copyright owners have to conduct an audit of The MLC to verify the accuracy of royalty payments made to such rightsholder should they wish to do so.¹¹² The MLC provides detailed information on its website about how to initiate such an audit.¹¹³
- As discussed in greater detail below,¹¹⁴ The MLC engages in diligent efforts to publicize throughout the music industry the existence of The MLC and the ability for rightsholders to register new works, claim shares in registered works, and submit proposed matches to unmatched usage, providing transparency and broad accountability on usage and ownership records.¹¹⁵
- The composition of The MLC's Board and Committees further helps to ensure that the practices of The MLC and its Board are transparent and accountable. As discussed

¹¹² See Section 115(d)(3)(L).

¹¹³ See The MLC, *Member Audits*, <https://www.themlc.com/member-audits>.

¹¹⁴ See Section VII, *infra*.

¹¹⁵ See Section VII.B.8, *infra*.

above,¹¹⁶ the Board and Committees reflect a broad diversity of stakeholders, and The MLC regularly meets with them to solicit feedback. More specifically:

- The DLC and UROC are further involved in certain policy development, and the OAC in certain operational practices, providing additional transparency and accountability.¹¹⁷ The BPAC reviews information on budgeting and expenditures, and is composed in half by representatives of DSPs, who have agreed on all final budgets and administrative assessment proposals decisions to date.
- The MMA also provides for judicial review in the event that there was disagreement on the administrative assessment, providing even further accountability as to efficiency in spending.
- Review by the Board, composed of 14 voting and 3 non-voting members from across the industry, representing songwriters, independent music publishers, major music publishers and DSPs, provides oversight and accountability on all of The MLC's operational practices and procedures.
- The Board Audit and Compensation Committees provide further targeted oversight concerning finances and spending.
- The MLC further provides transparency into its governance structure by utilizing open processes that allow rightsholders to suggest candidates for open governance seats. These processes are also explained on The MLC's website.¹¹⁸

¹¹⁶ See Section VI.B, *supra*.

¹¹⁷ See Section 115(d)(3)(D)(iv).

¹¹⁸ See The MLC, *Governance and Bylaws*, <https://www.themlc.com/governance>.

- The MLC enhances transparency in governance by distributing biannual Board Diversity Reports to all voting Members prior to the respective annual election for Class B member seats.

These items are just some of the many ways that The MLC undertakes to ensure that its policies, procedures, and practices are transparent and accountable.

c. The MLC’s efforts to ensure its Board and committee members have “equal access to information in [The MLC’s] possession”

The MLC does not make distinctions with respect to access to information based on whether a Board member is a Voting or Nonvoting Director. Further, as the MMA directs, no Board or Committee member has access to confidential information relating to other rightsholders.¹¹⁹ The treatment of confidential or other sensitive information is governed by 37 C.F.R. § 210.34. The MLC complies with that rule and only discloses confidential information, as defined therein, in accordance with the exceptions provided. As 37 C.F.R. § 210.34 mandates:

Members of the mechanical licensing collective’s board of directors and committees shall not have access to musical work copyright owners’ royalty statements, except where a copyright owner discloses their own royalty statement to the members of the mechanical licensing collective’s board of directors or committees. Notwithstanding this paragraph, members of the mechanical licensing collective’s board and committees are not restricted in accessing their own royalty statements from the mechanical licensing collective.¹²⁰

In addition, for all Board and Committee members that are also copyright owner Members of The MLC, they have access to their own confidential information as rightsholders. As such, not all Board and Committee members receive identical information from The MLC because the regulation creates those disparities.

¹¹⁹ See Section 115(d)(12)(C); 37 C.F.R. § 210.34.

¹²⁰ 37 C.F.R. § 210.34(C)(2)(ii)(A).

The MLC's various Committees also engage in activities and have responsibilities that differ from one another. As a natural result of their differing roles based on which Committee(s) they serve, different Board and Committee members will access different information. Members of the UROC will access different information than members of the DRC because they are working on different projects. Conflicts may also limit the access that certain Board or Committee members have to information in areas where they may have a conflict of interest.

In sum, some Board and Committee members will access different information than others in the course of their different service for The MLC, or due to conflicts or restrictions in the law. However, The MLC abides by the confidentiality regulations, and does not engage in improper sharing of information with any Board or Committee member.

d. Approaches to resolution of disputes regarding interpretation of the law

The NOI requests information regarding how The MLC “approaches the resolution of disputes with other interested parties (e.g., DMPs, songwriters, publishers, or record labels) regarding interpretation of the MMA or the Office’s regulations.”

The MLC welcomes and engages in regular dialogue with stakeholders concerning the MMA and its implementing regulations. Open discussion of legal requirements is part of The MLC’s effective and transparent administration of the Blanket License. The MLC has never refused to discuss legal interpretations of the MMA or the Office’s regulations with stakeholders who have brought questions to The MLC. In discussions where interpretations differ, The MLC aims to thoroughly evaluate alternative views and provide clear and constructive feedback as to such views and The MLC’s considered interpretation. This is The MLC’s fundamental approach to resolving disputes over interpretation of the law. Where The MLC and a stakeholder cannot reach an agreed interpretation, the next steps to resolution would depend on the particular situation,

but would always follow the authorities and directives with which Congress charged The MLC in the MMA.

As the designated statutory collective, Congress has charged The MLC with fulfilling specific responsibilities and given The MLC certain statutory authorities, including the authority to “engage in legal and other efforts to enforce rights and obligations under [Section 115(d)].”¹²¹ While The MLC is committed to fostering an environment that encourages dialogue around statutory and regulatory interpretations and fairly considering all reasonable legal interpretations, at the end of the day The MLC cannot compromise or abdicate its duty to diligently execute Congress’ directives and statutory mandates.

VII. Education and Outreach

The MMA explicitly tasks The MLC with engaging in “diligent, good-faith efforts to publicize, throughout the music industry” information concerning its operations and the ability to claim royalties, including through appropriate participation “in music industry conferences and events,”¹²² in order to ensure it reaches all rightsholders eligible to receive the royalties The MLC administers. While many of these rightsholders are located in the United States (where The MLC is based and where The MLC conducts the bulk of its outreach), Congress’s mandate on outreach is not limited to rightsholders based in the United States. Accordingly, The MLC also conducts targeted outreach outside the United States, to ensure it reaches rightsholders whose works are utilized in the U.S. market regardless of where they are based.¹²³ Indeed, at the core of The MLC’s

¹²¹ Section 115 (d)(3)(C)(i).

¹²² Section 115(d)(3)(J)(iii).

¹²³ While The MLC administers royalties only for uses of musical works in the U.S., the copyright owners of such works can be located anywhere in the world, and indeed a number of The MLC’s Members are located outside of the U.S. To date, upwards of one third of the works registered with The MLC were submitted by or on behalf of

mission is an intentional focus on reaching all relevant stakeholders, simplifying the intricacies of music publishing, and demystifying the process for receiving royalties. Given the particular complexity of the music licensing landscape in which The MLC operates, as well as the fact that the other industry entities providing administrative services are well-known, having operated for decades, providing educational resources about The MLC’s functions is particularly important.

As a result of outreach and education efforts, The MLC has enrolled more than 34,000 Members as of the end of 2023—and more than 11,000 Members in 2023.¹²⁴ The MLC’s marketing efforts have generally increased year over year, and the number of Members and works registered have as well.

Select Education & Outreach Metrics: 2020–2023						
	Ads	Webinars	In-Person	Press	Added Followers¹²⁵	Added Members
2020		100		27	5,868	7,313
2021	39	172	1	136	10,666	9,020
2022	27	63 ¹²⁶	75	120	14,655	6,522
2023	75	53	142	155	88,851	11,175
TOTAL	141	388	218	438	120,040	34,030

organizations based outside the U.S., and The MLC has paid tens of millions of dollars out to rightsholders located outside of the U.S. As such, global outreach is a fundamental component of The MLC’s mission to ensure that rightsholders receive their mechanical royalties they have earned from streaming and download services in the U.S. accurately and on time.

¹²⁴ Unless otherwise specified herein, all metrics provided in this Section indicate numbers as of December 31, 2023. These figures continue to experience rapid growth in 2024.

¹²⁵ “Added Followers” refers to new followers gained by The MLC’s social media accounts.

¹²⁶ Of note, in 2022, The MLC saw a decrease in online events and a rise in in-person events. This reflected changing behavior around COVID-19 and the safety of in-person events.

A. Implementation of Outreach-Specific Recommendations in the Unclaimed Royalties Report

The MLC’s education and outreach efforts have been informed by the recommendations of the Office in the Unclaimed Royalties Report.¹²⁷ The MLC’s Outreach and Education team has integrated these recommendations into The MLC’s communications strategy, and diligently tracks the activities conducted to implement each recommendation.¹²⁸ The MLC recognizes the value of monitoring and evaluating efforts over time, which is in keeping with its culture of self-assessment and continuous improvement.

To date, The MLC has conducted or participated in over 5,000 different activities¹²⁹ to implement the Office’s recommendations in the Unclaimed Royalties Report, including:

- Over 80 activities that address the Office’s recommendation to target historically underserved groups;¹³⁰
- Over 400 activities addressing the Office’s recommendation to “focus efforts on educating the community about what it does, its processes, the complex nature of the statutory license, and the significance of registering with the MLC”;¹³¹
- Over 140 activities addressing the Office’s recommendation to “advertise to the broadest extent reasonably practicable, including through official journals and other broad-reaching publications (*i.e.*, not just music industry publications), social media campaigns, national

¹²⁷ See generally Unclaimed Royalties Report.

¹²⁸ As noted above, the report contains over 200 discrete recommendations that “do not lend themselves to succinct descriptions because of their scope,” and therefore tracking implementation of individual recommendations requires a level of consolidation. See *id.* at ii.

¹²⁹ This number encapsulates each individual advertisement, in-person event, virtual event, webinar, on-demand video and press mention. It does not include The MLC’s social media campaigns or website pages.

¹³⁰ See *id.* at 29 (“[T]he MLC should employ dedicated, persistent outreach to historically underserved groups.”).

¹³¹ *Id.* at 31.

newspapers, television, multi-state unclaimed property sites, direct mailings, and public events”;¹³²

- Over 1,000 activities addressing the Office’s recommendation to “publicize throughout the music industry the existence of the MMA, the MLC, the Blanket License, and the public musical works database, the ability to claim ownership of unmatched works (and shares), and the procedures by which copyright owners may identify themselves and provide relevant information to the MLC”;¹³³
- Over 180 in-person outreach events specifically aimed at reaching songwriters, aligning with the Office’s recommendation that The MLC “should engage in in-person outreach ... includ[ing] events that allow creators and songwriters to directly engage with MLC representatives”;¹³⁴ and
- Many activities addressing the Office’s recommendation that “The MLC should partner with as many of the suggested organizations as reasonably practical in its education and outreach efforts, including but not limited to individual creators, foreign CMOs, PROs, the DLC, DMPs, distributors and aggregators, music education programs, and local government arts or cultural organizations,” including over 220 activities in partnerships with individuals (including creators, industry ambassadors, and other stakeholders), over 50 activities in partnership with academic programs and/or institutions (including programs at the high school, college, and post-graduate levels), and nearly 50 activities in partnership

¹³² *Id.* at 37.

¹³³ *Id.*

¹³⁴ *Id.*

with performing rights organizations (PROs), foreign CMOs and other international trade organizations.¹³⁵

The MLC has also developed and provided over 550 unique, accessible resources for Members and the public, including written materials, videos, tutorials and/or webinars, aligning with the Office’s recommendations to create public materials like these.¹³⁶

B. Comprehensive Communications Strategy

A comprehensive communications strategy has been another key element in The MLC’s strategy to reach as many current and potential Members as possible. To that end, The MLC has engaged in communications through a wide variety of channels, including in-person events, webinars and virtual events, print and digital advertisements, video content, newsletters, interviews for articles and podcasts, social media, and strategic partnerships.¹³⁷ Content created by The MLC as part of these efforts is also designed to be leveraged in and optimized for multiple channels.¹³⁸ This strategy not only maximizes visibility and engagement, but also enables The MLC to be cost-effective with its marketing resources.

¹³⁵ *Id.*

¹³⁶ *Id.* (“Written materials, videos, tutorials, and webinars should be user-friendly and accessible (in plain language), and made publicly available on the MLC’s website. The MLC should solicit feedback from stakeholders to determine whether this content should be translated (and if so, into which languages) and whether additional outreach on new topics should be developed. Written materials should be downloadable and printable to further public consumption and dissemination.”).

¹³⁷ This approach aligns with and incorporates the Office’s recommendations in the Unclaimed Royalties Report that: (1) “The MLC should advertise to the broadest extent reasonably practicable, including through official journals and other broad-reaching publications (*i.e.*, not just music industry publications), social media campaigns, national newspapers, television, multi-state unclaimed property sites, direct mailings, and public events”; and (2) “The MLC should engage in in-person outreach as suggested by commenters, as the current pandemic subsides.” *Id.*

¹³⁸ For example, videos created for The MLC’s website are also used in social media campaigns, and images explaining music publishing basics and The MLC process are shown during webinars, panels, and other speaking engagements.

As detailed below, communications channels include:

1. Webinars, Virtual Events, and Video Content

Online educational workshops, panel discussions and webinars are key components of The MLC’s education and outreach efforts. As of the end of 2023, The MLC has hosted and/or participated in more than 380 webinars and virtual events, reaching tens of thousands of attendees across the world. These events cover not only the purpose of The MLC, but also music publishing basics, the MMA, royalty streams, the public works database, and the process and significance of registration, among other topics. For example, past webinars have included:

- **Calling All Songwriters And Publishers! Are You Collecting All of Your Streaming Money?:** Hosted by hit songwriter and MLC Committee Member, Jenn Schott, and The MLC’s CEO, Kris Ahrend, this free webinar¹³⁹ covers: the origins of The MLC and why it was created; how The MLC works and how it has successfully distributed over \$1.5 billion in royalties to rightsholders; and how and why all songwriters and publishers should register for free with The MLC.
- **The MLC Presents: Look into the “I”s: The 4 Identifier Codes You Need to Know:** Led by The MLC’s Head of Educational Partnerships, this free webinar¹⁴⁰ provides an in-depth look at the four different codes The MLC and other industry organizations utilize to identify and differentiate musical works and their writers and collaborators – the Interested Party Information (IPI), International Standard Musical Work Code (ISWC), International Standard Recording Code (ISRC) and International Standard Name Identifier (ISNI). Elton outlines how these codes are used, how they are assigned and by whom, and the differences between each of them, giving rightsholders valuable information they need to ensure their musical works are properly registered with The MLC.
- **Cover Song Licensing in the MMA Era:** Led by The MLC’s Head of Third-Party Partnerships along with Easy Song’s Aaron Green and his team, this free webinar¹⁴¹ provides a sixty-minute discussion that explores the ins and outs of cover song licensing following the passage of the MMA in 2018. Viewers learn what constitutes a cover song, what are potential streams of income for their work, and how to register the work properly.

¹³⁹ See The MLC, *Calling All Songwriters And Publishers! Are You Collecting All of Your Streaming Money?*, YouTube (Sept. 28, 2023), https://www.youtube.com/watch?v=ATC_1CG4INE&ab_channel=TheMLC.

¹⁴⁰ See The MLC, *The MLC Presents: Look into the “I”s: The 4 Identifier Codes You Need to Know*, YouTube (Sept. 28, 2021), https://www.youtube.com/watch?v=osBersG3m2g&ab_channel=TheMLC.

¹⁴¹ See The MLC, *Cover Song Licensing in the MMA Era*, YouTube (Jul. 15, 2022), https://www.youtube.com/watch?v=K1WsHSUPpfQ&ab_channel=TheMLC.

- **Tuning into Pride (2023): An LGBT Music Industry Roundtable:** In this free webinar,¹⁴² The MLC presented the third annual edition of a roundtable moderated by Nick Larsson Billett (he/him), CEO of Midas Music Inc., and YawnyBlew (he/him), singer-songwriter and podcast host, featuring candid conversation about the issues and opportunities impacting LGBTQ+ music creators and music industry professionals. Individuals who attended the live event were invited to engage in a Q&A.

As with each of the above examples, 40 of The MLC’s live webinars and panels have been recorded and posted to The MLC website and on its official YouTube page by the end of 2023.

The MLC leverages these recordings as an ongoing and accessible resource for viewers by making them available on-demand and free of charge.¹⁴³

The MLC website and YouTube channel also house short-form, tutorial videos created by The MLC to educate existing and potential Members about music publishing basics and how The MLC fits into the landscape. Between 2020 and 2023, The MLC partnered with digital media experts to create 15 such videos, which are available as resources for Members and non-members alike.

2. In-Person Events

In 2022, The MLC integrated an impactful in-person outreach and education strategy post-pandemic.¹⁴⁴ The team deliberately curated a full and diverse calendar of events in 2022, hosting, attending, and/or speaking at 75 in-person events held in fourteen states and across the United Kingdom, Spain, and Switzerland. Many of these in-person engagements occurred at reputable and highly-attended industry events, such as the GRAMMYs, the CMA Awards, the South by Southwest Conference & Festival (SXSW), the Music Biz Annual Conference,

¹⁴² See The MLC, *Tuning into Pride (2023): An LGBT Music Industry Roundtable*, YouTube (Jun. 27, 2023); https://www.youtube.com/watch?v=gNpLJ0C4GvU&ab_channel=TheMLC.

¹⁴³ This aligns with the Office’s recommendation in the Unclaimed Royalties Report that “videos, tutorials, and webinars should be user-friendly and accessible (in plain language), and made publicly available on the MLC’s website.” Unclaimed Royalties Report at 37.

¹⁴⁴ This aligns with the Office’s recommendation in the Unclaimed Royalties Report that “The MLC should engage in in-person outreach as suggested by commenters, as the current pandemic subsides.” *Id.*

AMERICANAFEST, Music Tectonics, and Music Tech.¹⁴⁵ And in line with The MLC's commitment to collaboration and partnerships, over 20% of these in-person engagements were conducted with esteemed organizations in the music industry, including the Association of Independent Music Publishers (AIMP), Music Managers Forum (MMF), the Recording Academy, and Independent Music Publishers International Forum (IMPF).¹⁴⁶

Building on the success of 2022, The MLC intensified its in-person engagement efforts in 2023. The number of in-person events attended and/or hosted nearly doubled, reaching 142 total events in 2023. These events were held in nineteen different states in the U.S., as well as several international locations, facilitating even more direct interaction with new audiences and stakeholders. Of these events, 37 were dedicated to speaking engagements, underscoring The MLC's dedication to providing a platform for meaningful dialogue and engagement. In-person events attended in 2023 include SXSW, the Music Biz Annual Conference, NOLA MusiCon, the AIMP Nashville Songwriter Series, Annapolis Songwriters Festival, and several awards events, including the CMA Awards, ASCAP Awards, BMI Awards and multiple engagements during GRAMMY Week.

Cumulatively, representatives of The MLC have attended over 200 in-person industry events since The MLC's inception, either in a speaking engagement capacity or as an attendee networking with stakeholders and spreading awareness about the organization. For every in-

¹⁴⁵ Many of these in-person events were specifically identified as potential outreach targets in the Unclaimed Royalties Report. *See id.* at 32-33. The MLC took those recommendations to heart, attending those events specifically suggested as well as numerous others.

¹⁴⁶ This aligns with and incorporates the Office's recommendation in the Unclaimed Royalties Report that "The MLC should partner with as many of the suggested organizations [suggested by commenters] as reasonably practical in its education and outreach efforts." *Id.* at 33-37.

person event, The MLC distributes printed handouts to attendees containing information about The MLC, the industry’s digital audio music landscape, and a songwriter checklist.¹⁴⁷

3. Website

The MLC website offers extensive resources to educate and assist existent and potential Members of the MLC, including instructions, forms, infographics and other data.¹⁴⁸ These resources provide details about The MLC, how to become a Member, and music industry terminology, among numerous other topics. A number of these resources are detailed in section VII.C.1, *infra*, which provides more information on how The MLC uses its website to further its education and outreach initiatives.

4. Social Media

Social media plays a critical role within The MLC’s education and outreach efforts. The MLC maintains an active presence on all of its social media channels, amassing over 120,000 social media followers by the end of 2023 across its YouTube, LinkedIn, Instagram, Facebook, X (formerly Twitter) and TikTok accounts. These different social media channels attract different demographics and interests, and The MLC utilizes all of them to reach a broader audience of stakeholders. By leveraging social media’s immediacy and reach, the MLC fosters direct engagement with stakeholders through live Q&A sessions, promotes its virtual and in-person events to boost attendance and participation, and cultivates partnerships with creators and other organizations in the industry. The MLC also utilizes its social media accounts to share tutorial videos, infographics and Member updates that supplement and complement what is sent out in its

¹⁴⁷ This aligns with the Office’s recommendation in the Unclaimed Royalties Report that “When selecting events in which to participate, the MLC should include events that allow creators and songwriters to directly engage with MLC representatives (e.g., receive handouts, ask questions, and hear live answers).” *Id.* at 37.

¹⁴⁸ This aligns with the Office’s recommendation in the Unclaimed Royalties Report that “Written materials, videos, tutorials, and webinars should be ... made publicly available on the MLC’s website.” *Id.*

Member newsletters to over 33,000 subscribers. Through these concerted efforts, The MLC harnesses the power of social media to disseminate content about the organization, registration, and the basics of music rights administration as widely as possible.¹⁴⁹

In 2022, The MLC began partnering with influencers and creators on social media to expand its reach.¹⁵⁰ For example, it has partnered with songwriter and author of the best-selling book *How to Make It in the New Music Business*, Ari Herstand, and talent manager Stephanie Santiago-Rolón. The MLC has also partnered with numerous songwriters, both established and up-and-coming, such as Jenn Schott, Dana Williams, Shamora, Rebecca Lynn Howard, Kaylee Rose, Adam Falcon, Cassandra Kubinski, Blanco Brown and Oak Felder. These collaborations allow The MLC to expand its reach by tapping into the personal networks of these diverse creator partners.

5. Newsletters

The MLC publishes two newsletters: one for Members, and one for the music industry at large. The newsletters provide extensive information and transparency about Blanket License royalties and The MLC’s activities. The Member Newsletter has more than 33,000 subscribers who receive the newsletter monthly, and the music industry newsletter, known as The Quarter Note, is sent to nearly 8,000 individuals quarterly. After direct distribution, both newsletters are

¹⁴⁹ This aligns with the Office’s recommendation in the Unclaimed Royalties Report that “the MLC should advertise to the broadest extent reasonably practicable, including through ... social media campaigns.” *Id.*

¹⁵⁰ This aligns with the Office’s recommendation in the Unclaimed Royalties Report that “The MLC should partner with ... individual creators” in its education and outreach efforts. *Id.*

posted on The MLC’s website, making them available to anyone with an interest in learning more about The MLC.¹⁵¹

Each monthly Member Newsletter includes a Distribution Recap that presents numerous royalty metrics specific to that month’s distribution, including details regarding the total amount of the royalty pools reported, the total amount of royalties collected and distributed, the total amounts of royalties that were unmatched, unclaimed, and on hold, the total amount distributed as a result of The MLC’s reprocessing efforts, and more. The monthly newsletters also provide Members with information about recent developments of note, including updates on the distribution of matched historical royalties, rate proceedings before the Copyright Royalty Board, updates on regulatory proceedings before the Office, and industry events, as well as news and updates about items such as the launch or enhancement of Member tools and resources. Each February, The MLC includes an Annual Royalty Recap that includes dozens of metrics summarizing The MLC’s royalty distributions and administration activities during the previous calendar year.

Each issue of The Quarter Note provides higher-level updates about similar operational topics, including metrics for The MLC’s royalty processing, matching and distribution, updates on operational activities, announcements about upcoming outreach and education events The MLC is sponsoring or participating in, explanations of industry developments, and more.

Together, The MLC’s newsletters educate recipients about The MLC’s activities and provide transparency into The MLC’s operations to Members and other stakeholders across the industry.

¹⁵¹ This aligns with the Office’s recommendations in the Unclaimed Royalties Report that: (1) “the MLC should advertise to the broadest extent reasonably practicable, including through ... direct mailings”; and (2) “Written materials ... should be ... made publicly available on the MLC’s website.” *Id.*

6. Press

The MLC has also cultivated coverage of its mission, initiatives and accomplishments by media outlets both within the music industry and outside of it. In fact, The MLC has been mentioned over 400 times in the press, including by outlets such as Forbes,¹⁵² Reuters,¹⁵³ Variety,¹⁵⁴ Music Connection,¹⁵⁵ and Billboard,¹⁵⁶ to name a few.¹⁵⁷ Articles covering The MLC have touted its accomplishments, publicized its mission, and highlighted new initiatives that focused on educational partnership and events dedicated to historically underserved groups.¹⁵⁸ This earned media (i.e., media coverage that mentions The MLC without receiving any payment) has amplified The MLC’s visibility and credibility with viewers and readers of industry and non-industry outlets alike. The MLC leadership has also earned the opportunity to share the mission of The MLC via podcasts, with interviews on shows such as Your Morning Coffee, DIY Musicians, and Break the Business. Additionally, The MLC leverages the expertise of its Public Relations Director, and has partnered with external public relations teams to support the awareness and management of the organization’s brand and messaging.

¹⁵² See Cathy Applefeld Olson, *Apple, Spotify And Other DSPs Pay \$424M In Unmatched Royalties For Publishers, Songwriters*, Forbes (Feb. 16, 2021), <https://www.forbes.com/sites/cathyolson/2021/02/16/apple-spotify-and-other-dsp-pay-424m-in-historical-unmatched-royalties-for-publishers-songwriters/?sh=1194598ad4fb>.

¹⁵³ See Blake Brittain, *MLC CEO Kris Ahrend on connecting copyright owners with streaming royalties*, Reuters (Aug. 3, 2021), <https://www.reuters.com/legal/legalindustry/mlc-ceo-kris-ahrend-connecting-copyright-owners-with-streaming-royalties-2021-08-03/>.

¹⁵⁴ See Jem Aswad, *\$424 Million Up for Grabs as Music Streaming Services Fill MLC’s Black Box With Unmatched Royalty Payments*, Variety (Feb. 16, 2021), <https://variety.com/2021/music/news/spotify-apple-425-million-royalties-1234908957/>.

¹⁵⁵ See *The MLC Announces Summit ‘For The Culture: Empowering Black Music Creators’*, Music Connection (Jun. 2, 2022), <https://musicconnection.com/the-mlc-announces-summit-for-the-culture-empowering-black-music-creators/>.

¹⁵⁶ See Kristin Robinson, *The MLC Has Paid Out \$1.5B in Streaming Royalties to Songwriters and Publishers*, Billboard (Nov. 10, 2023), <https://www.billboard.com/pro/songwriters-earned-streaming-royalties-mlc/>.

¹⁵⁷ This aligns with the Office’s recommendation that “the MLC should advertise to the broadest extent reasonably practicable, including ... broad-reaching publications (i.e., not just music industry publications).” Unclaimed Royalties Report at 37.

¹⁵⁸ See *supra* notes 9-14.

7. Advertisements

The MLC has placed over 140 digital and print advertisements in partner organization websites or newsletters to amplify The MLC to their existing viewers. The MLC expanded its advertising footprint from 30 advertisements with eight partner organizations in 2021, to 75 advertisements with 18 partner organizations in 2023, including Songwriter Universe, No Depression, VIBE, and Bluegrass Standard. Since 2021, The MLC has also leveraged Google Ads, which utilizes sophisticated algorithms to display The MLC’s ads specifically to Google users searching for information related to the music business, music publishing, or songwriting. This targeted approach maximizes the likelihood of reaching individuals who are more likely to engage with The MLC’s content and convert into Members. As such, there have been over 900,000 impressions (i.e., views) of The MLC’s paid advertising on Google since 2021, which has, in turn, driven users to the website to learn more about the mission and registration. The MLC also began exploring in-app advertising in 2023 to increase impressions among those that use music industry apps.

8. Partnerships

The MLC recognizes the significance and benefit of leveraging strong industry partnerships to extend its reach and drive Membership. As such, The MLC is committed to fostering collaboration and facilitating partnerships with stakeholders and organizations across the global music industry. Through these strategic partnerships, The MLC has been able to tap into diverse networks, share resources, and amplify awareness, engagement, and support for its initiatives.

a. Educational Partnerships

The MLC’s engagement with college and university educators and students plays a pivotal role in its education and outreach efforts. The MLC’s Educator Toolkit—a free resource designed

to help educators teach their students about the landscape of digital audio mechanical rights in the U.S. and The MLC’s role in it following the passage of the MMA—serves as a valuable resource to instructors within the Educator Ambassador program and beyond. The Toolkit provides instructors with a range of materials they can seamlessly incorporate into their existing syllabi or employ in the creation of new course modules. The Toolkit has been requested for use by at least 179 educators from 110 academic institutions across the country, some of whom participated in a survey from The MLC soliciting their feedback on the Toolkit. The MLC regularly updates the Toolkit to implement this feedback and keep pace with evolving developments in the field, ensuring educators have access to the most up-to-date information and resources to enhance their teaching practices. Three versions of the Educator Toolkit have been published thus far. Through this resource, The MLC is able to build connections with future music business professionals and aspiring songwriters at the outset of their respective careers.

The MLC launched its Educator Ambassador and Student Ambassador programs in 2021 and 2022, respectively, allowing qualified participants to earn an official designation, “MLC Ambassador,” by demonstrating sufficient knowledge about The MLC and pledging to share that information with their students or peers.¹⁵⁹ Educator Ambassadors are professional educators within the music business community committed to helping educate their campuses and communities about The MLC’s mission. Student Ambassadors are college or university students that have volunteered to spread the word about The MLC to songwriters, composers, and lyricists in their local communities and on social media. As Ambassadors, these students support their musical peers, help them sign up for MLC membership, and get their songs registered while gaining valuable, hands-on music business experience.

¹⁵⁹ This aligns with the Office’s recommendation in the Unclaimed Royalties Report that “The MLC should partner with ... music education programs” in its education and outreach efforts. Unclaimed Royalties Report at 37.

The MLC’s Head of Educational Partnerships reviews all applications to each program to confirm eligibility and coordinate Ambassador programs and activities. Approved Ambassadors gain access to digital resources, virtual and in-person events and training, and private online communities designed to support further learning and professional development. Currently, there are more than 50 active Student and Educator¹⁶⁰ Ambassadors, representing more than 30 academic institutions, that are committed to inspiring and educating the next generation of music industry professionals and creators. Together, the two Ambassador programs provide educators and college students with a framework to certify their expertise and educate others about what The MLC does, how The MLC works and the benefits of Membership.

The MLC seeks to engage directly with students in a variety of ways, including by speaking at on-campus events, hosting student groups at The MLC’s office, holding or participating in clinical programs and events for students that provide them with “real world” experiences, and offering a paid Summer internship program. These activities and events serve as platforms for networking and fostering connections between students, educators and industry professionals, while also increasing awareness and understanding of The MLC’s purpose and operations. In addition, many students with whom The MLC interacts are, themselves, songwriters who are eligible to become Members of The MLC, so these interactions serve as yet another way The MLC connects with prospective Members.

One example of a student program The MLC developed and hosted was The MLC’s first-ever Student Match-A-Thon at the University of Miami’s Frost School of Music this past November. This in-person workshop aimed to teach college students about music metadata and the process of matching sound recordings with the musical works they embody. During the Match-

¹⁶⁰ The Educator Ambassadors that are also staff members of The MLC are listed on The MLC website. See The MLC, *Educator Ambassadors*, <https://www.themlc.com/educator-ambassadors>.

A-Thon, students were divided into teams and given two spreadsheets to fill in: one for their recommended matches, and one for the Missing Member information they were able to find by performing online research. The team with the most matches was awarded a prize, while all student participants gained invaluable knowledge and hands-on experience.

One example of a student program in which The MLC participated was the Belmont University Data Collaborative's first-ever Data Hackathon. During the Hackathon, teams of participating students used The MLC's public data and public data from a large DMP to ascertain a variety of metrics about the musical works registered with The MLC, such as the number of songs registered with The MLC that had unclaimed shares, broken down by release year and by genre. Each team then crafted "data stories" based on these metrics that they presented in the form of infographics and reports to the rest of the participants. The team whose presentation was voted the best was invited to a lunch at The MLC's offices where they met members of The MLC's Matching Team.

b. International Relations

The MLC's international relations efforts are dedicated to reaching and engaging prospective Members, fostering crucial partnerships and collaboration across borders, with the aim of maximizing the distribution of mechanical royalties that foreign rightsholders have earned from streaming and download services in the U.S. For example, the International Relations team engages with foreign CMOs to ensure they understand how the blanket licensing system for mechanical rights works in the U.S. and how and why they can become Members of The MLC.¹⁶¹ As a result of this outreach, over 100 foreign CMOs have been connected to The MLC, either directly as Members or through an administration partner they have selected to represent them at

¹⁶¹ This aligns with the Office's recommendation that "The MLC should partner with ... foreign CMOs" in its education and outreach efforts. Unclaimed Royalties Report at 37.

The MLC. These CMOs have allowed The MLC to reach and pay rightsholders in 122 countries around the world.

In addition to collaborating with foreign CMOs, the International Relations team also engages with dozens of other industry organizations around the world—including The International Council of Music Creators (CIAM), Ivors Academy, the European Composer and Songwriter Alliance (ECSA), the Music Managers Forum (MMF), the World Intellectual Property Organization (WIPO), the Organisation Africaine de la Propriété Intellectuelle (OAPI), the International Confederation of Music Publishers (ICMP) and the Independent Music Publishers International Forum (IMPF), to name just a few—as well as individual creators to ensure comprehensive coverage and representation. By fostering relationships with industry organizations and the publishers, administrators, and songwriters they represent globally, the International Relations team strives to ensure that all creators, regardless of affiliation or location, are in a position to receive the mechanical royalties The MLC collects for the songs they have written.

c. Third-Party Partnerships

The MLC actively seeks to cultivate collaborative relationships with third-party companies operating in the music and technology sectors that offer services to music publishers, administrators, self-administered songwriters and others in the music industry.¹⁶² The MLC’s engagement with these types of companies has produced initiatives related to rights administration, data management, operations, membership services, and outreach and education. By fostering strategic relationships with trusted third-party partners, The MLC aims to both to spread the word about The MLC to the customers of these companies while also learning more about the services

¹⁶² This aligns with the Office’s recommendation that “The MLC should partner with as many of the suggested organizations as reasonably practical in its education and outreach efforts.” *Id.* at 37.

these companies offer, so that The MLC can identify opportunities to engage these companies and leverage their expertise to support The MLC’s mission and operations.

The MLC also actively seeks to cultivate relationships with third-party organizations that represent and serve historically under-represented communities within the music industry—particularly those that represent and serve independent songwriters and artists. Through workshops, outreach events, and online engagement aimed at the communities these organizations represent, The MLC is able to foster meaningful relationships with the members of these communities and reach them where they are. For example, through an initiative called “BeatMix,” The MLC hosted free micro-summits in recording studios in order to reach LatinX songwriters who were also performers and producers, to educate them about The MLC, and to explain the various rights and royalty streams their work generated. This approach complements The MLC’s broader partnership strategies and top-level marketing, creating a dynamic network that caters to a diverse array of rightsholders and amplifies The MLC’s impact.

d. Distributor Network

The MLC also invites various entities involved in the distribution and dissemination of musical works to join its mission of paying out every mechanical royalty efficiently and accurately.¹⁶³ To facilitate this collaboration and ensure that rightsholders receive appropriate compensation for the use of their works, The MLC established the DURP, which enables music distributors, aggregators, and other eligible sound recording distributors to gain visibility into every sound recording use reported by DSPs that The MLC has not been able to match to a musical work in The MLC’s database. By offering such an unprecedented view into The MLC’s unmatched recordings data via DURP, The MLC enables distributors to identify existing

¹⁶³ This aligns with the Office’s recommendation that “The MLC should partner with ... DMPs [and] distributors and aggregators” in its education and outreach efforts. *Id.*

customers of theirs who may not be receiving their mechanical royalties from The MLC and then encourage their customers to connect with The MLC—either directly (by becoming Members of The MLC) or indirectly (by signing up for the publishing administration services that that company or another unrelated company offers)—in order to claim any unmatched royalties that The MLC has accrued for their musical works.

C. Tailored Efforts to Reach Diverse Audiences

The Office expresses an interest in the NOI “in how [The MLC] ‘tailor[s] its education and outreach activities in recognition of the industry’s broad and diverse spectrum of songwriters and copyright owners, including by stakeholders’ varying levels of sophistication, geographic location, age, and music genre,’ including how it ‘employ[s] dedicated, persistent outreach to historically underserved groups.’”¹⁶⁴

Diversity is one of The MLC’s guiding principles and is embedded into every facet of the organization, including its education and outreach initiatives. The MLC recognizes the rich diversity within both its Membership and the music industry at large, understanding that songwriters come from every corner of the world with various backgrounds, levels of experience, and artistic genres. The MLC is deeply committed to ensuring that its outreach efforts reflect the diversity of the prospective and active Members it serves, meet the specific needs of different stakeholders, resonate with individuals across the spectrum, and drive inclusive, sustained engagement. As such, The MLC tailors its outreach according to all of the different factors identified in the NOI, as set forth below.

¹⁶⁴ NOI at 5944 (quoting from the Unclaimed Royalties Report at 29).

1. Level of Sophistication

The MLC does not assume that all of its Members and outreach targets are sophisticated in music publishing and administration; rather, it understands that the level of knowledge and experience with digital music royalties varies drastically amongst its stakeholders. In light of this, The MLC tailors education and outreach efforts to a spectrum of industry sophistication.¹⁶⁵ For novice creators or those unfamiliar with the complexities of the statutory license, The MLC provides introductory materials and beginner-friendly videos that break down intricate concepts into digestible pieces and explain the benefits of becoming a member of The MLC. Conversely, for seasoned professionals well-versed in music copyright law, The MLC offers more advanced resources and specialized webinars that delve into nuanced topics, catering to their expertise and interest.

For example, The MLC website offers wide-ranging educational resources that are tailored to different audience groups, each with unique needs and levels of expertise within the music industry. Its “Resources” page¹⁶⁶ specifically delineates which resources will be most relevant and meaningful to which audience—namely, self-administered songwriters,¹⁶⁷ music publishers,¹⁶⁸ DSPs,¹⁶⁹ educators,¹⁷⁰ students¹⁷¹ and/or lawyers¹⁷²—to help website visitors find suitable information more quickly. Tailoring its educational materials to various groups beyond

¹⁶⁵ This aligns with the Office’s recommendation that, “to the greatest extent reasonably practicable, the MLC should tailor its education and outreach activities in recognition of the industry’s broad and diverse spectrum of songwriters and copyright owners, including by stakeholders’ varying levels of sophistication.” *Id.* at 29.

¹⁶⁶ See The MLC, *Resources*, <https://www.themlc.com/resources>.

¹⁶⁷ See The MLC, *Self-Administered Songwriters*, <https://www.themlc.com/self-administered-songwriters>.

¹⁶⁸ See The MLC, *Music Publisher Resources*, <https://www.themlc.com/publishers-resource-page>.

¹⁶⁹ See The MLC, *DSP Resources*, <https://www.themlc.com/dspresources>.

¹⁷⁰ See The MLC, *Educational Partnerships*, <https://www.themlc.com/educators>.

¹⁷¹ See The MLC, *For Students*, <https://www.themlc.com/students>.

¹⁷² See The MLC, *Resources for Lawyers*, <https://www.themlc.com/lawyers>.

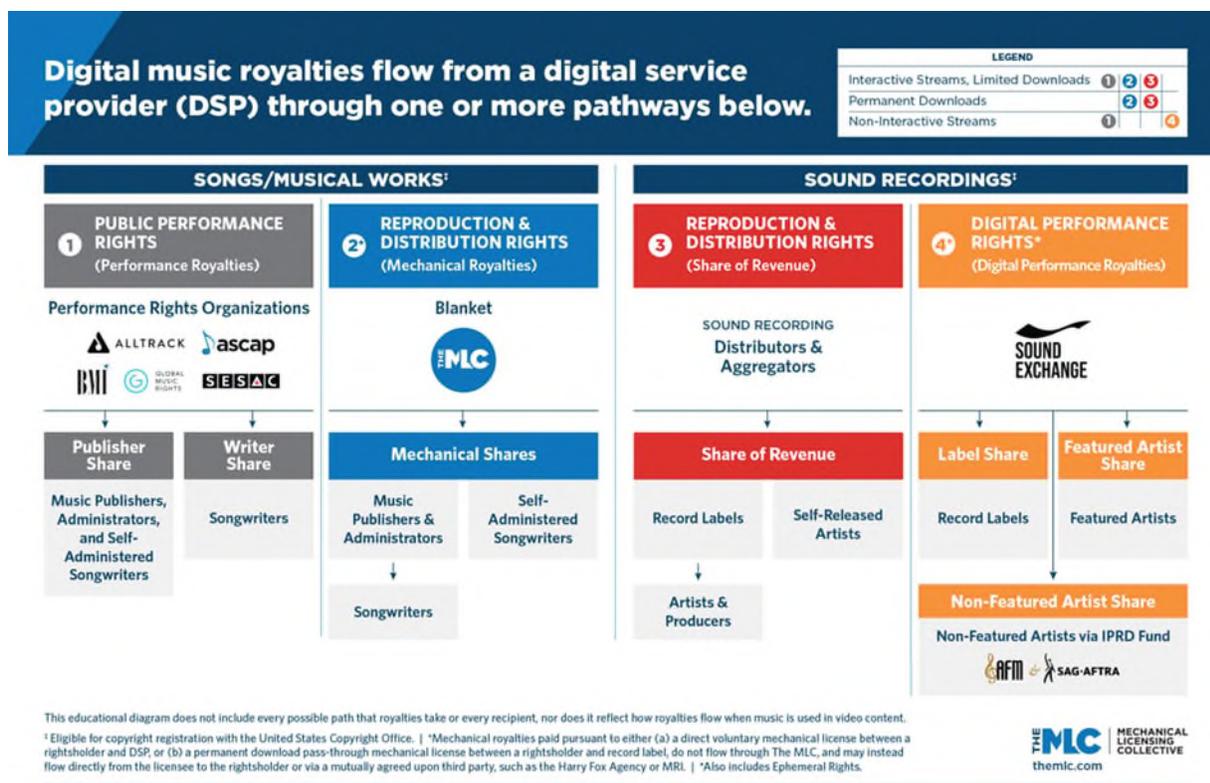
songwriters and publishers also enables The MLC to reach more potential Members and drive engagement indirectly.

Moreover, to specifically educate individuals who are not familiar with the more legal or technical terms used to describe certain aspects of the services The MLC provides, The MLC website provides a Music Industry Terminology glossary.¹⁷³ This page defines some of the most frequently used terms and concepts that are important to understand as one begins the process of becoming a Member of The MLC, such as mechanical licenses, royalties, and the differences between different types of digital services offerings.

The MLC has also created simple digital graphics designed to demystify the complex digital licensing landscape.¹⁷⁴ For example, the below graphic illustrates several of the royalty streams related to the digital distribution of music, identifies some of the key organizations that administer those royalties, and explains how The MLC fits in with other industry organizations, which can indicate to some rightsholders why they might need to connect with The MLC:

¹⁷³ See The MLC, *Frequently Asked Questions: Music Industry Terminology*, <https://www.themlc.com/faqs/categories/music-industry-terminology>.

¹⁷⁴ This aligns with the Office’s recommendation in the Unclaimed Royalties Report “that educational materials be as clear as possible, engaging, and aesthetically appealing, especially when teaching the ‘basics.’” Unclaimed Royalties Report at 31.



This graphic is published on The MLC’s website along with information about other key organizations in the digital licensing landscape.¹⁷⁵

As discussed above,¹⁷⁶ The MLC also offers a wide variety of webinars and video content to help educate prospective MLC Members and active Members on all they need to know about The MLC and music industry topics related to mechanical licensing. This content is curated to accommodate audiences with diverse levels of sophistication, featuring a spectrum of videos ranging from nuanced and complex analyses to simpler, more accessible explanations. On one end of the spectrum, for example, are short, animated videos explaining the difference between a musical work, a sound recording and an audiovisual work,¹⁷⁷ and on the other end are full-length

¹⁷⁵ See The MLC, *The Digital Music Royalties Landscape*, <https://www.themlc.com/digital-music-royalties-landscape>.

¹⁷⁶ See Section VII.B.1, *supra*.

¹⁷⁷ See The MLC, *The MLC Musical Works, Sound Recordings, and Audiovisual Works*, YouTube (Nov. 7, 2023), https://www.youtube.com/watch?v=dhnDIK1LG_w&list=PLMAQWP7v2DweDE4TR63g11WvJfg9bsGHc&index=35&ab_channel=TheMLC.

webinars delving into the best practices for managing metadata to ensure that you are getting paid all of your mechanical royalties.¹⁷⁸ These resources are available both on The MLC’s website¹⁷⁹ and its YouTube channel,¹⁸⁰ which, by the end of 2023, had amassed over 91,000 subscribers and contained 85 different educational videos and archived webinars housed on its platform.

2. Geographic Location

The MLC puts directed efforts into maintaining a broad geographic diversity in its outreach efforts.¹⁸¹ Recognizing that the music industry extends far beyond major urban centers, The MLC endeavors to reach individuals in rural areas and underserved communities through online platforms, virtual events, and social media. By embracing technology and leveraging digital tools, for example, The MLC ensures that geographic location does not hinder access to educational resources, empowering creators regardless of where they reside. The metrics that The MLC has been able to collect from webinars hosted by The MLC reveal that attendees resided in every one of the 50 states in the U.S. as well as more than a dozen countries around the world.

Through The MLC’s Creator Consultant Program, The MLC engages trusted names in the industry on a part-time, short-term basis (“Creator Consultants”) to act as local market ambassadors to The MLC and enhance awareness among industry groups.¹⁸² Creator Consultants host and attend events for songwriters and others who represent or support songwriters in local

¹⁷⁸ See The MLC, *The MLC Presents: Metadata & Money: What You Need to Know*, YouTube (Sept. 8, 2021), https://www.youtube.com/watch?v=buN7pGbbx90&list=PLMAQWP7v2DweDE4TR63g11WvJfg9bsGHc&index=3&ab_channel=TheMLC.

¹⁷⁹ See The MLC, *Webinars & Videos*, <https://www.themlc.com/webinars-videos>.

¹⁸⁰ See The MLC, YouTube, <https://www.youtube.com/@TheMLC>.

¹⁸¹ This aligns with the Office’s recommendation that, “to the greatest extent reasonably practicable, the MLC should tailor its education and outreach activities in recognition of the industry’s broad and diverse spectrum of songwriters and copyright owners, including by stakeholders’ ... geographic location.” Unclaimed Royalties Report at 29.

¹⁸² This aligns with the Office’s recommendation that “The MLC should partner with ... individual creators” in its education and outreach efforts. *Id.* at 37.

markets on behalf of The MLC, collaborate with the Heads of Marketing and Third-Party Partnerships to reach new audiences, share educational content on their personal social media accounts, and gather feedback from local stakeholders to share with The MLC's leaders. The MLC Creator Consultants have been key collaborators in The MLC's efforts to reach, educate, and onboard songwriters and composers across the U.S. and in parts of Latin America.¹⁸³

Additionally, as discussed above,¹⁸⁴ The MLC has created roles that are dedicated to advancing its educational initiatives and partnerships amongst specific demographics, including the Head of Educational Partnerships and Head of International Relations. The MLC's Head of Educational Partnerships focuses on engaging future members of the music industry currently studying music business and related subjects at colleges and universities across the country and around the world in support of The MLC's outreach efforts.¹⁸⁵ The MLC's Head of International Relations is responsible for coordinating with international rightsholders to maximize the distribution of royalties, developing strategies for data validation and distribution, and helping to identify and address any operational challenges facing international members.¹⁸⁶ These roles are pivotal in driving awareness and membership growth to creators in diverse geographic markets.

3. Age

The MLC recognizes that age can correlate with preferred ways to engage with educational content and technology. The MLC's broad approach to communications caters outreach to

¹⁸³ This incorporates the Office's recommendation that "The MLC should solicit feedback from stakeholders to determine whether [The MLC's written materials, videos, tutorials, and webinars] should be translated (and if so, into which languages)." *Id.*

¹⁸⁴ See section VII.B.8, *supra*.

¹⁸⁵ For more information on The MLC's engagement with educators and students, see section VII.B.8.a, *supra*.

¹⁸⁶ For more information about The MLC's International Relations team, see section VII.B.8.b, *supra*.

creators of all ages.¹⁸⁷

For younger generations accustomed to digital platforms and short-form, interactive content, The MLC utilizes engaging multimedia resources that make education both informative and entertaining. For example, The MLC has increased the usage of paid advertising specifically on TikTok—a social media app dedicated to short-form videos¹⁸⁸ and popular as a source of information for younger generations¹⁸⁹—to reach and engage with younger demographics.¹⁹⁰ The MLC also utilizes TikTok and its other social media accounts, including YouTube, LinkedIn, Instagram, Facebook and X (formerly Twitter), to consistently share educational content about The MLC and the music business in general.

The MLC has also developed programming and resources specifically for teens and college students. For example, The MLC’s Student Ambassador program is open to all students currently enrolled in college or university classes. Through this program, The MLC encourages and empowers young adults to become advocates for music copyright education and literacy within their communities. The Student Ambassador program thus not only not only raises awareness of The MLC amongst a younger demographic, but also cultivates a new generation of informed and responsible music industry professionals. Moreover, through the Educator Ambassador program,

¹⁸⁷ This aligns with the Office’s recommendation that, “to the greatest extent reasonably practicable, the MLC should tailor its education and outreach activities in recognition of the industry’s broad and diverse spectrum of songwriters and copyright owners, including by stakeholders’ ... age.” Unclaimed Royalties Report at 29.

¹⁸⁸ See TikTok, *Our Mission*, <https://www.tiktok.com/about?lang=en> (last visited Mar. 13, 2024).

¹⁸⁹ See Kalley Huang, *For Gen Z, TikTok Is the New Search Engine*, The New York Times (Sept. 16, 2022), <https://www.nytimes.com/2022/09/16/technology/gen-z-tiktok-search-engine.html> (last visited Mar. 13, 2024) (“More and more young people are using TikTok’s powerful algorithm — which personalizes the videos shown to them based on their interactions with content — to find information[.]”).

¹⁹⁰ This incorporates the Office’s recommendation that “The MLC should consider different mediums’ effectiveness in connecting with different creator groups and invest in those that are most effective in engaging with under-participating member demographics.” Unclaimed Royalties Report at 38.

instructors utilize The MLC’s Educator Toolkit to inspire and educate the next generation of music industry professionals.¹⁹¹

At the high school level, The MLC has also held a series of webinars¹⁹² as part of its Junior Music Rights Week initiative, which introduced younger music creators between the ages of 13 and 18—as well as their parents or guardians—to The MLC. In collaboration with the Save The Music Foundation, The MLC’s Head of Third-Party Partnerships developed this initiative to address the upsurge in young aspiring artists utilizing affordable tools to independently produce new music and releasing it via user-generated content (UGC) platforms. In addition to webinars, the initiative included a fun, virtual pop-quiz for participants with questions covering The MLC, mechanical licensing and the music business in general.

Conversely, for those who may prefer traditional formats or face barriers to technology adoption, The MLC provides print materials, phone support, in-person events and in-person assistance to ensure accessibility and inclusivity. For example, The MLC has a Customer Experience (CX) team that is accessible to Members, potential Members, and other stakeholders via phone, chat (average response time within seconds) and email (average response time within hours). Additionally, the Missing Member team is dedicated to researching and contacting individuals with royalties via direct email, phone, and certified mail. These efforts help to reach rightsholders who may be less likely to be on social media or see information about The MLC online.¹⁹³

¹⁹¹ For more information on The MLC’s engagement with educators and students, see section VII.B.8.a, *supra*.

¹⁹² See, e.g., The MLC, *Music, Rights & Money for Teen Artists*, YouTube (Oct. 13, 2021), https://www.youtube.com/watch?v=zssjFfibSMQ&ab_channel=TheMLC; see also The MLC, *Teens in Music Roundtable*, YouTube (Oct. 15, 2021), https://www.youtube.com/watch?v=l64eBEyCJKY&ab_channel=TheMLC.

¹⁹³ This also incorporates the Office’s recommendation that “The MLC should consider different mediums’ effectiveness in connecting with different creator groups and invest in those that are most effective in engaging with under-participating member demographics.” Unclaimed Royalties Report at 38.

4. Music Genre

To support creators across genres, The MLC tailors its educational materials and outreach strategies to resonate with the specific needs and interests of different musical communities.¹⁹⁴ For example, The MLC has offered genre-specific webinars¹⁹⁵ and in-person workshops¹⁹⁶ that delve into the nuances of copyright law, licensing and revenue distribution within particular music genres. The MLC also partners with numerous organizations that serve creators who self-associate with specific genres, including the Americana Music Association, the International Bluegrass Music Association, the Gospel Music Association, the R&B Foundation in Memphis, the Church Music Publishers Association, Folk Alliance International, the Music Publishers Association, the Academy of Country Music, Country Music Association, and the Society of Composers & Lyricists. The MLC also collaborates with industry experts, artists and associations within various genres to ensure that its educational content is relevant, engaging and impactful across diverse audiences.

¹⁹⁴ This aligns with the Office’s recommendation that, “to the greatest extent reasonably practicable, the MLC should tailor its education and outreach activities in recognition of the industry’s broad and diverse spectrum of songwriters and copyright owners, including by stakeholders’ ... music genre.” *Id.* at 29.

¹⁹⁵ For example, The MLC offered a webinar titled “Mucho Dinero – Unlocking U.S. Digital Royalties for Latin Music,” which focused specifically on educating Latin music creators and rightsholders on the ways that the digital music licensing landscape continues to evolve, as well as how to navigate that evolving landscape, build strong businesses, and receive the royalties earned for their works. See The MLC, *The MLC Presents: Mucho Dinero - Unlocking U.S. Digital Music Royalties for Latin Music*, YouTube (May 5, 2021), https://www.youtube.com/watch?v=BfCOnTMXtHo&t=2300s&ab_channel=TheMLC. As another example, The MLC’s Head of Educational Partnerships gave a virtual presentation at the Prayze Factor Awards Educational Summit in September 2022, which was geared specifically toward artists in the Christian and gospel music genre communities.

¹⁹⁶ For example, The MLC partnered with Nashville is Not Just Country Music to present an in-person workshop focusing specifically on revenue distribution in rap and hip-hop. The workshop, titled, “From Beat to Bank: Dissecting the Flow of Digital Music Royalties in Rap and Hip-Hop,” took place on June 22, 2023, at The MLC’s offices in Nashville. See Dae Bogan, *Dae Bogan to Conduct Workshop ‘From Beat to Bank: Dissecting the Flow of Digital Music Royalties in Rap and Hip-Hop’*, Dae Bogan Music (May 31, 2023), <https://daeboganmusic.com/2023/05/31/dae-bogan-to-conduct-workshop-from-beat-to-bank-dissecting-the-flow-of-digital-music-royalties-in-rap-and-hip-hop/>. As another example, The MLC’s Head of Educational Partnerships spoke on a panel at the Gospel Industry Network national meeting in July 2022, and will lead a workshop on behalf of The MLC next month at the International Christian Film and Music Festival.

5. Historically Underserved Groups

The MLC has employed dedicated, persistent outreach to historically underserved groups since its inception. Through the lens of cultural relevancy and participation, The MLC has cultivated partnerships with community-based organizations, hosting outreach and educational events aimed at reaching the Asian American and Pacific Islander, Black, Latinx, LGBTQ+ and Native American music creator communities.¹⁹⁷ For example, The MLC has hosted or co-hosted: “El MLC en Español” webinar series (during Hispanic Heritage Month);¹⁹⁸ a virtual panel discussion featuring LGBTQ+ creators (during PRIDE Month);¹⁹⁹ a webinar celebrating Black Music Creators (during Black Music Month); and a webinar featuring Asian and Pacific-Islanders in the music industry.

The MLC has also added new multilingual educational and outreach materials as part of its efforts to ensure that Members can access educational resources in their preferred language.²⁰⁰ The Member Services team works with a third-party service to make interpreters available in real time to assist Members in over 170 languages. Additionally, The MLC has created Spanish- and French-language URLs for its website, which connect Spanish- and French-speaking visitors

¹⁹⁷ This aligns with the Office’s recommendation that “the MLC should employ dedicated, persistent outreach to historically underserved groups.” Unclaimed Royalties Report at 29.

¹⁹⁸ See *The MLC Launches ‘El MLC en Español’ for Hispanic Heritage Month*, Music Connection Magazine (Sept. 17, 2021), <https://www.musicconnection.com/the-mlc-launches-el-mlc-en-espanol-for-hispanic-heritage-month/>; see also Lydia Farthing, *MLC To Host ‘El MLC En Español’ For Hispanic Heritage Month, Unveils New Spanish Resources*, MusicRow (Sept. 21, 2021), <https://musicrow.com/2021/09/mlc-to-host-el-mlc-en-espanol-for-hispanic-heritage-month-unveils-new-spanish-resources/>.

¹⁹⁹ See *The MLC Announces Pride Month Programs*, Music Connection Magazine (May 23, 2022), <https://www.musicconnection.com/the-mlc-announces-pride-month-programs/>; see also Marissa Tomeo, *The Mechanical Licensing Collective to Host Two Events for LGBT Music Industry Creators*, Broadway World (May 28 2022), <https://www.broadwayworld.com/nashville/article/The-Mechanical-Licensing-Collective-to-Host-Two-Events-for-LGBT-Music-Industry-Creators-20220528>.

²⁰⁰ This also incorporates the Office’s recommendation that “The MLC should solicit feedback from stakeholders to determine whether [The MLC’s written materials, videos, tutorials, and webinars] should be translated (and if so, into which languages).” Unclaimed Royalties Report at 37.

directly with educational materials and tools in their native language.²⁰¹ By providing dedicated URLs in Spanish and French, The MLC strives to enhance the user experience for a diverse global audience, minimize language barriers, and facilitate greater engagement with its resources and services.

The MLC also leverages the universal accessibility of social media to reach broader audiences. For example, The MLC social media accounts have featured and promoted clips from live webinars with Native American, Hispanic, African American, Teen, LGBTQ+, and Asian Pacific American Music Creators. The utilization of hashtags and tagging industry partners helps amplify the events and make cross-posting from panel participants to their audiences as easy as possible. Additionally, in 2023, The MLC hosted monthly Instagram Live sessions. These one-hour sessions included a wide variety of guests to engage some of the historically underserved segments of music creators like indie songwriters and composers, hip-hop and rap producers, and bluegrass singer-songwriters. The MLC selected guests who were already leading the way in those segments for informative conversations and live Q&A during the sessions.

D. Data-Driven Education and Outreach Strategies

1. Use of Data in Decision-Making and Performance Measurement

The MLC uses data to assess the impact of various marketing activities, including in-person events, webinars and advertising campaigns.²⁰² The MLC tracks and evaluates a host of metrics that it considers when deciding where to allocate time and funding. For example, it analyzes past performance metrics, such as which digital flyers were most impactful for previous events, the number of people in attendance at events, subscriber numbers for email campaigns, circulation

²⁰¹ See The MLC, *El MLC en Español*, <https://www.themlc.com/es/resources-spanish>; see also The MLC, *La MLC en Français*, <https://www.themlc.com/fr/resources-french>.

²⁰² This aligns with the Office’s recommendation that “the MLC continually review and evaluate the effectiveness of its education and outreach efforts over time.” Unclaimed Royalties Report at 38.

numbers for print ads, most trafficked pages on its website, and most viewed videos on its YouTube channel.²⁰³ By analyzing historical data on similar events and collaborations, The MLC can make informed judgments regarding resource allocation and prioritize initiatives that yield the highest return on investment in terms of fostering awareness, facilitating understanding, and promoting engagement within the music community.

The MLC also tracks various digital performance metrics, including potential reach (i.e., the estimated number of potential Members that will see the advertisement), impressions (i.e., the number of potential Members that actually see the advertisement), and clicks (i.e., the number of potential members that click on the advertisement). The Marketing team evaluates advertising opportunities based on the reach that the vendor has accumulated, the target markets and audiences, and the reputation of the vendor among creators. Once a digital ad is placed on a website or in an email, the vendor tracks the number of times the ad is seen, which helps The MLC anticipate the actual reach of the marketing channel and vendor. Impressions increase brand awareness and move potential Members one step closer to taking action; in fact, it is said that it takes an average of seven impressions before someone will take action.

Once a potential member sees the advertisement and clicks on it, it is registered as a “click.” Click data helps The MLC to track how engaging and successful the advertisements are on driving awareness, traffic to the website, and ultimately Memberships.

²⁰³ By the end of 2023, The MLC YouTube page had over 91,000 subscribers opting in to see new video content from the organization on their custom feed, nearly 90 million views on The MLC’s videos, and nearly 150,000 clicks to learn more about The MLC. The most viewed videos on The MLC YouTube page include: “About The MLC in 60 Seconds” (19,000+ views); “Que Es El MLC en 60 Segundos” (11,000+ views); “Tuning Into Pride (2022): An LGBT Music Industry Roundtable” (14,000+ views); and “Metadata & Money” (10,000+ views). See The MLC, YouTube, <https://www.youtube.com/@TheMLC/videos>.

Social Media Data (2021-2023)			
	Followers	Impressions	Clicks
Facebook	2,740	9,871,844	69,714
Instagram	10,457	13,120,476	90,497
LinkedIn	12,257	57,181	220
TikTok	277	9,260,068	90,824
X (Twitter)	2,469	139,081	348
YouTube	91,840	89,228,511	149,680
TOTAL	120,040	121,677,161	401,283

The Click-Through Rate (CTR) is the number of clicks divided by the number of impressions, and reveals how often people who view the ad click on it. CTR also provides feedback on the ads to determine which messaging and images are most effective. The MLC Marketing team carefully reviews and evaluates all of this data when determining where to allocate resources for advertising campaigns.

Through continuous evaluation and optimization of its education and outreach efforts, The MLC strives to empower rightsholders with the knowledge and resources necessary to navigate the complexities of mechanical licensing and ensure fair compensation for their creative works.

2. Use of Member Demographic Statistics and DSP Usage Analytics to Better Target Education Efforts

The MLC integrates the demographics of its Members into planning in many ways. For example, The MLC analyzes Member zip codes to gain valuable insight into the regional concentrations of rightsholders and to help target event outreach accordingly. As another example, The MLC has long been aware of the substantial amount of works, and associated royalties, that are registered to Members in foreign territories. As a result, The MLC makes concerted efforts to

undertake outreach in foreign territories.²⁰⁴ Similarly, leveraging its team’s insights and industry acumen, The MLC’s awareness of the vibrant music community in Houston led to its decision to engage a Houston-based Creator Consultant. Additionally, recognizing the importance of personalized communication, The MLC analyzes statistics pertaining to its Members’ varying levels of activity and engagement with The MLC, segments its Members according to these engagement patterns, and tailors its email marketing campaigns to each segment so that the messaging is relevant and targeted, fostering continuous interaction and involvement.

The MLC also analyzes DSP usage reporting to help target outreach to members in multiple ways. Two of those ways have been highlighted above: the DURP program²⁰⁵ and Missing Member outreach.²⁰⁶ The DURP begins through analysis of metadata in DSP usage reporting to identify the distributors of sound recordings that are unmatched. The MLC then uses that data to provide enrolled independent sound recording distributors with a targeted view of the public works database that can be used by them to direct outreach and education to rightsholders who potentially have unregistered works. Missing Member outreach also analyzes sound recording artist metadata in DSP usage reporting to try to identify rightsholders who have not yet registered with The MLC in connection with their works.

²⁰⁴ These efforts align with the Office’s recommendation that “the MLC should use member demographic statistics ... to the extent available and reasonably practicable, to better target its education and outreach efforts towards under-participating groups.” Unclaimed Royalties Report at 38.

²⁰⁵ See, e.g., Section VII.B.8.d, *supra*.

²⁰⁶ See, e.g., Sections II.A.1 and II.D, *supra*.

CONCLUSION

The MLC appreciates the diligence of the NOI and hopes that the information provided herein is of assistance to the Office in its review. The MLC is available to respond to any additional questions or requests for further information. The MLC also looks forward to receiving feedback from stakeholders who elect to participate in this review process while continuing to actively engage with all stakeholders moving forward.

Respectfully submitted,

PRYOR CASHMAN LLP

By: /s/ Benjamin K. Semel
Benjamin K. Semel
M. Mona Simonian
Susannah G. Price
7 Times Square
New York, New York 10036-6569
Telephone: (212) 421-4100
bsemel@pryorcashman.com
msimonian@pryorcashman.com
sprice@pryorcashman.com

Counsel for The Mechanical Licensing Collective

EXHIBIT 1

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MECHANICAL LICENSING COLLECTIVE" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIFTH DAY OF MARCH, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS AN EXEMPT CORPORATION.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.




Jeffrey W. Bullock, Secretary of State

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You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203103186

Date: 03-25-24

EXHIBIT 2

MEMBER ENDORSEMENT

Endorsement Text

We are Members of The MLC, and we endorse and support The MLC to continue to serve as the statutory mechanical licensing collective that is responsible for administering the blanket license established by the Music Modernization Act.

We own and have exercised exclusive rights to license musical works for use in covered activities under the blanket license (17 U.S.C. 115(d)) during the past three calendar years.

List of Endorsing Members

Member Name	MLC Member Number
#TNM THE NEW MOVEMENT INC.	PA04VM
11 ONE MUSIC PUBLISHING LLC	P219XC
13TH & EAST	P313ZX
1440 MUSIC PUBLISHING	P209MH
21BANDSTAND PUBLISHING	P179UW
21ST CENTURY SONGBOOK	P044OY
3 HATS PUBLISHING	P215Z1
4 AFINITY	P094SB
4EVER COUNTING EMPIRE LLC	P245AL
A DIAMOND HEART PRODUCTION	P052DI
A FEW LITTLE NOTES LLC	P003DA
A J EXITOS, INC.	P200N0
A MINH TUAN	P198ZW
A UNO MUSIC	P079U8
A&I MUSIC ENTERTAINMENT, INC	P179CA
AAFRAC MUSIC	PW05IF
AARON SKILES	P138IL
ABKCO MUSIC INC	P11300

ABORA MUSIC LLC	<i>P029YM</i>
ADAM ZAMPINO	<i>P276FX</i>
ADAMANTIUM	<i>P170HI</i>
ADARGA PUBLISHING	<i>PA302E</i>
ADELBERT MOSS	<i>P310K0</i>
ADRIAN POUNTNEY	<i>P318EF</i>
ADRIAN THOMPSON	<i>P271X5</i>
AFTER SUNSET MUSIC	<i>P161MU</i>
AFTERSCHOOL PUBLISHING COMPANY	<i>P304LL</i>
AIKAN THE GREAT	<i>P8158X</i>
AIN NASRIKO	<i>P268RB</i>
ALAN MARGARITO HERNANDEZ ANTONIO	<i>P315RE</i>
ALAYNA CARROLL MUSIC	<i>P054O1</i>
ALBERT SUMMERS	<i>P268R4</i>
ALBERTH LEONARDO CHOQUE MAQUERA	<i>P294N9</i>
ALCHIMIST PUBLISHING	<i>P025GC</i>
ALEJANDRO MARTINEZ GORDILLO	<i>P295K0</i>
ALEJANDRO MEDRANO	<i>P286ZA</i>
ALETEO BOOM	<i>P252UD</i>
ALEXANDER ENEV	<i>P146DB</i>
ALEXANDRE POPRAVKO	<i>P157MJ</i>
ALEXIA PAIGE	<i>P246GG</i>
ALEXIS AVILES	<i>P284IK</i>
ALIBI MUSIC LIBRARY	<i>P027AA</i>
ALICIA STOCKMAN	<i>P261H2</i>
ALL AGLOW MUSIC	<i>P201RM</i>
ALL HOURS PUBLISHING	<i>P142SM</i>
ALLIED RHYTHM	<i>P059CR</i>
ALMS. INTL. MUSIC AGENCY	<i>P9445Z</i>
ALMUS MUSIC	<i>P133FE</i>
ALPHA TAILOR	<i>P292KX</i>
ALROSE MUSIC	<i>P1728J</i>
ALTAZ MUZIC PUBLISHING	<i>P267BK</i>
ALTHAGOODMUSIC CO.	<i>P252R3</i>
AMANDA BLANKENSHIP MUSIC	<i>P000DJ</i>
AMBEDO	<i>P309EH</i>
AMENABLE MUSIC	<i>P13846</i>
ANDALUZ MUSIC, LLC	<i>P0368Q</i>
ANDILE VALENTINE ZULU	<i>P252H2</i>
ANDREA HAMILTON MUSIC	<i>PM39XT</i>

ANDREA RULLO	<i>P287JS</i>
ANDRES ESTEBAN GUAZZELLI	<i>P318S9</i>
ANDREW HOOKER	<i>P322LO</i>
ANDREW KRAUSE	<i>P315E5</i>
ANDREW MELZER	<i>P146DJ</i>
ANDREW PHILIP COMO	<i>P275U5</i>
ANDY ESPINAL ALCANTARA	<i>P264RW</i>
ANGEL FLOWER MUSIC	<i>P134T7</i>
ANGRY MOB MUSIC LLC	<i>P8860I</i>
ANNABEL IS HER MOTHER TODAY	<i>P048TD</i>
ANNE TRENNING	<i>P323T9</i>
ANTHONY DOMINGO	<i>P218K1</i>
ANTHONY G THOMAS	<i>P315LJ</i>
ANTHONY J FREDIANELLI	<i>P322B0</i>
ANTHONY SMITH	<i>P266BP</i>
ANTHONY VINCENT RANGEL	<i>P201N5</i>
ANZALDO PUBLISHING LLC	<i>P176MI</i>
ARE YOU GETTING SCARED YET...BOO!	<i>P034VE</i>
ARES KENNEDY	<i>P315PV</i>
ARGONEX	<i>P253FU</i>
ARMAUTHOR NGO	<i>P163V5</i>
ARON ROSING	<i>P268QD</i>
ARTSONG MUSIC	<i>P32644</i>
ASCANIO PUBLISHING	<i>P209QL</i>
ASHLEY NORTON	<i>P320QD</i>
ASHTON J MCARN II	<i>P306WQ</i>
ATLANTIC BRIDGE MUSIC	<i>P302J8</i>
ATLAS MUSIC PUBLISHING	<i>P9686S</i>
ATMR SONGS	<i>P233RG</i>
ATTACCA PUBLISHING	<i>P155CU</i>
AUGUSTINE JOHNSON	<i>P318PI</i>
AUGUSTO RAMIREZ	<i>P144FX</i>
AUREAE PUBLISHING	<i>P205HA</i>
AUSTIN SEBEK	<i>P322KE</i>
AUSTRO-MECHANA GMBH	<i>P1659A</i>
AUSTYN SHULL	<i>P204QC</i>
AVERY BRIGHT	<i>P148IA</i>
AYANO SHAUNTEE THOMPSON JR	<i>P324GZ</i>
AYO MUSIC GROUP, LLC	<i>P294HV</i>
AZAR MUSIC GROUP, LLC	<i>P116MH</i>
B A D M O N V I C	<i>P200W6</i>

B.E. RELATIONS PUBLISHING	<i>P257PE</i>
BACKSTAGE MUSIC	<i>P270NW</i>
BACONPALACE RECORDS	<i>P203JZ</i>
BAD HABITZ	<i>P289K9</i>
BAD MUTHA PRODUCTIONS, LLC	<i>P071TW</i>
BAILEY COOKE	<i>P252UE</i>
BANGIN' OUT A MELODY MUSIC	<i>P0568S</i>
BATTL VICTORY PUBLISHING	<i>P093OR</i>
BEADY EYES PUBLISHING	<i>P83403</i>
BEAR VS MACHINE	<i>PM62I8</i>
BEATSVILLE USA	<i>P058HU</i>
BEATWORLD MUSIC	<i>P8902N</i>
BEDROOM STUY MUSIC	<i>P261TJ</i>
BEKIM BYTYQI	<i>PA12GN</i>
BEN GARNETT	<i>P295PJ</i>
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SUPASONICSOUL MUSIC GROUP	<i>P322NH</i>
SURSUM CORDA MUSIC	<i>P012OB</i>
T.R.O. INC.	<i>P86902</i>
T.S.E.C.	<i>P3631Q</i>
TAHIR SPRINGER II	<i>P315R6</i>
TAICUZ MUSIC	<i>P102OG</i>
TAIRONA SONGS LTD	<i>P1196C</i>
TAJAI MUSIC INC.	<i>P86978</i>
TAJUAN DIXON	<i>P321FM</i>
TALBOT MUSIC PUBLISHING, INC.	<i>P87021</i>
TANGENT BOY PUBLISHING	<i>P037TZ</i>
TAO LUMIN PUBLISHING	<i>P313RM</i>
TAXI GIRL MUSIC	<i>P6281O</i>
TAYLAN FIDAN	<i>P136BK</i>
TECHNICIAN TUNES	<i>P9548D</i>
TEE LOPES SOUNDWORKS	<i>P283BK</i>
TEJAI PUBLISHING	<i>P144IU</i>
TELEARTE FLORIDA INC	<i>P87756</i>

TERRORBIRD PUBLISHING LLC	P9225G
TERRY J LOW	P162SS
THADDEUS BERRY	P234EE
THAT GIRL WENDY PUBLISHING	P072PX
THE ADMINISTRATION MP INC	P9425V
THE COMPOSER'S OWN PRESS	P2249A
THE DALLAS RMX ENT. MUSIC PUBLISHING	P313Y9
THE MEZZO AGENCY, LLC	P103VH
THE RESOURCE MUSIC GROUP LLC	P310F9
THE ROYALTY NETWORK INC.	P1343F
THE WAVE CACHE	P058VD
THE WEB WE WEAVE	P274TX
THERAPIST MUSIC PUBLISHING	PA23FE
THIRD SIDE MUSIC INC	P3922J
THOM MCGAIR DBA AQUINAS PUB	P2103R
THOM SCHUYLER SONGS	P223ND
THOMAS GERARD STOTTLAR	P155AR
THOMAS P MUNCH	P205UP
THREE SEVEN PUBLISHING	P322LM
THREE VISIONS WORLDWIDE PUBLISHING	P212JJ
THUNDER CLIFF MUSIC	P190HW
THURANE AUNG KHIN	P057MK
TICKLED IVORY	PA206A
TIM GUNTER	P012NC
TIM HERNANDEZ	P301G3
TIME RECORDS PUBLISHING INC	P88868
TIMEX SONGS WORLDWIDE LLC	P136A7
TIN DRUM PRODUCTIONS, LLC	P22005
TODD ALLYN MUSIC GROUP LLC	P259L4
TODD GIVEN TALENT	P204WC
TOIKEON PARHAM	P155B9
TOLGA KARAOĞLAN	P291O5
TOO MUCH MUSIC	P8938Q
TOP DRAWER MUSIC	P322LR
TOPGUNMUSIC CORP	P159P9
TR SOLUTIONS PUBLISHING	P005FL
TRAILERHEAD MUSIC	P171P3
TRAVIS AUSTIN WRIGHT	P282XJ
TRIPLE PLATINUM PUBLISHING GROUP	P046RX
TROY PAWCZUK	P285QD

TRUE PEAK PUBLISHING	<i>P324H9</i>
TUDDY AND POKEY MUSIC	<i>P90603</i>
TUNE 9 MUSIC	<i>P0050I</i>
TWELVE40 PUBLISHING	<i>P287AS</i>
TWO FIFTY NINE MUSIC	<i>P91233</i>
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ULTIMAE	<i>P0834Y</i>
ULTRA LEVEL MUZIK	<i>P180QI</i>
UNDERGROUND ALLSTAR PUBLISHING	<i>P051UN</i>
UNITESYNC	<i>P180R6</i>
UNIVERSAL MUSIC PUB GROUP	<i>P1190Z</i>
UNLIMITED SOUNDS PUBLISHING	<i>P9818D</i>
UNSPEAKABLE FREEDOM MUSIC	<i>P38706</i>
URBANWIDE MUSIC PUBLISHING	<i>P031UR</i>
VANLUKER MUSIC	<i>P134ZB</i>
VASILIOS BOURAS	<i>P290JQ</i>
VETURI RAVI PRAKASH	<i>P220LQ</i>
VHEMSONGS MUSIC	<i>P076SH</i>
VICKI LYNN SMITH	<i>P211W0</i>
VICKI'S LATE BLOOMERS ROCK	<i>PA18HG</i>
VIDRIO MUSIC	<i>P245V4</i>
VIRTUOSITY MUSIC GROUP	<i>P061RG</i>
VLAD BONDARENKO	<i>P286OG</i>
VMRPRODUCTIONS	<i>P35767</i>
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VYDIA INC	<i>PA40J6</i>
W STONEWALL MUSIC GROUP	<i>PA70IM</i>
W3E PUB COMPANY	<i>PA39W0</i>
WALTER PADOMA	<i>P287ZD</i>
WARNER CHAPPELL MUSIC INC	<i>P2087N</i>
WARP MUSIC LIMITED	<i>P2918W</i>
WARREN HARRISON	<i>P285AO</i>
WATCHWORD MUSIC COMPANY	<i>P31006</i>
WAVEMAKER MUSIC GROUP INC	<i>P9422T</i>
WBLT LLC	<i>P4884Z</i>
WCTHWING	<i>P183ET</i>
WEM USA	<i>P096BX</i>
WENDELL JACKSON	<i>P149KR</i>
WENHA	<i>P1145T</i>
WHAT S THE FYI MUSIC	<i>P314QI</i>
WHITE BEASTS MUSIC	<i>P304MB</i>

WILDTONE GLOBAL PUBLISHING	<i>P190P8</i>
WILEY E SILER JR	<i>P294JZ</i>
WILL ABRAHAM SNYDERSMITH	<i>P252RJ</i>
WILL BOWEN	<i>P325KL</i>
WILL BURN RECORDING	<i>P261JC</i>
WILL EVANS PUBLISHING	<i>PA13RO</i>
WILLIAM JARED ZEUS	<i>P308SV</i>
WILLIAM NICOLL SAVINO	<i>P281L3</i>
WILLIAM SIMMS	<i>P264P2</i>
WILLIE TRIPLETT MUSIC PUBLISHING	<i>P269CH</i>
WIMBERLEY MUSIC	<i>P3134G</i>
WINSTON DEJESUS MUSIC	<i>P156AI</i>
WISELY PUBLISHERS	<i>P186AZ</i>
WIXEN MUSIC PUBLISHING, INC.	<i>P96580</i>
WM8 STUDIO	<i>P249VX</i>
WOJCIECH GOLCZEWSKI	<i>P240G3</i>
WONDERLOUS MUSIC	<i>P8382L</i>
WOOLWINE MUSIC PUBLISHING	<i>PA3780</i>
WORKS BY MOOD TUNES	<i>P143EA</i>
WORLD DOMINATION MUSIC LIMITED	<i>P559VD</i>
WORLD SOUND BANK	<i>PA38G5</i>
WVLG PUBLISHING	<i>P294TY</i>
XTRA GRAVY	<i>P135JC</i>
XYS	<i>P311ZX</i>
YALA MUSIC	<i>P309MA</i>
YARMOUTH PUBLISHING	<i>P4115X</i>
YAY SWAG ENT	<i>P9223Y</i>
YELL MUSIC LTD	<i>P77132</i>
YMR MUSIC PUBLISHING	<i>P308XF</i>
YOEL ADRIAN VELOZ LARA	<i>P288WT</i>
YOGURT MUSIC GROUP	<i>P277BI</i>
YUNG HYFEE COMPOSITIONS	<i>P003UE</i>
YURIY ALTSHUL	<i>P301K9</i>
Z BOYS MUSIC	<i>P499N3</i>
Z-TOWN MUSIC	<i>PA160A</i>
ZDAN BEATS	<i>P320QH</i>
ZELLA RU MUSIC	<i>P037HB</i>
ZIELINSKI FUTURE MUSIC PUBLISHING LLC	<i>P155CO</i>
ZIN	<i>P319JD</i>

EXHIBIT 3

BYLAWS

OF THE

MECHANICAL LICENSING COLLECTIVE

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BYLAWS
OF THE
MECHANICAL LICENSING COLLECTIVE

A Delaware Nonprofit Nonstock Corporation (the “Collective”)

The following terms, as used in these bylaws, shall have the following meanings:

(i) “Covered Activity” or “Covered Activities” means the making of digital phonorecord deliveries of musical works, including in the form of permanent downloads, limited downloads, or interactive streams, where such activity qualifies for a compulsory license under Section 115 of the U.S. Copyright Act (the “Act”), 17 U.S.C. § 115.

(ii) “Digital Licensee Coordinator” has the meaning set forth in Section 115(e) of the Act.

(iii) “Digital Music Provider” has the meaning set forth in Section 115(e) of the Act.

(iv) “Licensor Market” means the market for the licensing of musical works for use in Covered Activities, as measured by estimated total royalties paid or payable to licensors of musical works by licensees for Covered Activities over the most recent full calendar year for which information is reasonably available. “Licensor Market Share” means a Publisher’s estimated percentage share of the Licensor Market, calculated as a fraction where the numerator is the estimated total royalties paid or payable to such Publisher by licensees for Covered Activities over a period, and the denominator is the total Licensor Market for the same period. Licensor Market Share estimates shall be provided by the Chief Executive Officer of the Collective (“CEO”) at the request of the Board for purposes of determining Publisher voting and membership eligibility. The CEO may calculate such estimates using data from the Collective’s own license administration operations as well as data provided by the Publisher Trade Group Director or any other source approved by the Board. Voting and membership eligibility decisions shall be based upon the most recent Licensor Market Share estimates reasonably available. In the event that the CEO is unavailable to provide Licensor Market Share estimates, such may be provided to the Board by the Publisher Trade Group Director. Licensor Market Share estimates shall be kept strictly confidential, and may only be reviewed by (1) the CEO of the Collective, (2) Collective staff proposed by the CEO and authorized by the Board, (3) representatives of a firm serving as independent election inspector, proposed by the CEO and approved by the Board; and (4) outside legal counsel to the Collective.

(v) “Person” means an individual, corporation, partnership (including a general partnership, limited partnership or limited liability partnership), limited liability company, association, trust or other entity or organization.

(vi) “Publisher” means a music publisher to which songwriters have assigned exclusive rights of reproduction and distribution of musical works with respect to Covered Activities.

Subsidiaries and affiliates shall be not be considered separate Publishers, but all parents, affiliates and subsidiaries shall be considered together as a single Publisher.

(vii) “Songwriter” has the meaning set forth in Section 115(e) of the Act.

ARTICLE I: OFFICES

Section 1.1 Principal Office.

The principal office of the Collective shall be located at such place as the Board of Directors (the “Board”) shall designate from time to time. The Collective may have such other offices as the Board may determine or as the affairs of the Collective may require.

Section 1.2 Registered Office.

The Collective shall have, and continuously maintain, in the State of Delaware a registered office and a registered agent whose office is identical with such registered office, as required by the General Corporation Law of the State of Delaware (“DGCL”). The registered agent and the address of the registered office may be changed from time to time by the Board.

ARTICLE II: MEMBERSHIP

Section 2.1 Members.

The Collective shall have members.

Section 2.2 Membership Criteria

There shall be the following three classes of Members:

(a) Class A Members

The Class A Members of the Board shall be the Songwriter Directors of the Board, as described in Section 4.2(b)(1). Any individual who ceases to be a Songwriter Director shall simultaneously cease to be a Class A Member.

(b) Class B Members

Any Publisher with a Licensor Market Share of at least five one-thousandths of one percent (0.005%) (“Class B Publisher”) may express written interest to the Board in becoming a Class B Member, and shall become a Class B Member upon approval of the Board, which approval shall not be unreasonably withheld after verification of qualification is obtained by the CEO and presented to the Board. For avoidance of doubt, Licensor Market Share calculations shall be kept strictly confidential and shall not be provided to the Board, rather the CEO shall simply certify whether a Publisher applying to be a Member is a Class B Publisher. If any subsequent Licensor Market Share estimate determines that a Publisher that is a Class B Member is no longer a Class

B Publisher, the CEO shall provide such information to the Board, and such Publisher shall cease to be a Class B Member upon notice by the Board.

(c) Class C Members

Each of the five Publishers with the five respective greatest Licensor Market Shares among all Publishers (each a “Class C Publisher”) may express written interest to the Board in becoming a Class C Member, and each shall become a Class C Member upon approval of the Board, which approval shall not be unreasonably withheld after verification of qualification is obtained by the CEO and presented to the Board. For avoidance of doubt, Licensor Market Share calculations shall be kept strictly confidential and shall not be provided to the Board, rather the CEO shall simply certify whether a Publisher applying to be a Member is a Class C Publisher. If any subsequent Licensor Market Share estimate determines that a Publisher that is a Class C Member is no longer a Class C Publisher, the CEO shall provide such information to the Board, and such Publisher shall cease to be a Class C Member upon notice by the Board, but shall then automatically become a Class B Member if the Publisher is a Class B Publisher.

Class B Members and Class C Members are referred to collectively herein as “Publisher Members.”

Section 2.3 Action by Members

Other than the recommendation of Directors to the Register of Copyrights for appointment by the Librarian of Congress, any action that requires Member approval shall require the affirmative vote of a majority of each Class of Members, voting as separate Classes. For purposes of any action on which Members are entitled to vote, except as otherwise set forth herein, each Member shall be entitled to one (1) vote.

Section 2.4 Resignation.

Any Member may resign at any time as a Member of the Collective by giving written notice to the Chair of the Board or the Secretary of the Collective. Such resignation shall take effect at the time specified therein and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE III: MEETING OF MEMBERS, VOTING AND NOTICE

Section 3.1 Annual Meeting.

An annual meeting of the Members shall be held at such time and place in the month of September as may be fixed in the notice or waiver of notice thereof, or such other month as may be determined by the Board and designated in the notice or waiver of notice thereof, for the purpose of the transaction of any business as may properly be brought before the meeting.

Section 3.2 Special Meetings.

A special meeting of the Members may be called at any time by the Chair of the Board, by the Board, or by any group of at least ten (10) Members; which group must include at least two

Members from each membership class. In the event of a Special Meeting called by a group of the Members, such Members shall communicate the meeting request to the Chair, Vice Chair and Secretary of the Board, who shall give notice of the meeting as described in Section 3.3.

Section 3.3 Notice of Meetings

Written notice of the time and place of holding each Annual or Special Meeting of the Members shall be given by the Chair, Vice Chair or Secretary of the Board. Such notice shall state the place, if any, date and hour of the meeting, the means of remote communication, if any, by which Members and proxyholders may be deemed to be present and vote at such meetings, and in the case of a Special Meeting, the purpose or purposes for which the meeting is called. Such written notice shall be given not less than ten (10) nor more than sixty (60) days before such meeting, to each Member entitled to vote at such meeting. If mailed, it shall be deposited in the U.S. mail within the above mentioned period and directed to such Member at the address for such Member as it appears on the records of the Collective, unless the Member shall have filed with the Secretary of the Collective a written request that notices be mailed to some other address, in which case it shall be directed to the Member at such other address. If transmitted electronically, such notice is given when directed to the Member's electronic mail address as supplied by the Member to the Secretary of the Collective or as otherwise directed pursuant to the Member's authorization or instructions. Notice of meetings may be transmitted solely via electronic means.

Section 3.4 Waiver of Notice

A written waiver, signed by a Member (which includes any electronic transmission from a Member of a waiver), whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a Member at a meeting shall constitute waiver of notice of such meeting, except when the Member attends the meeting for the express purpose of objecting at the meeting to the transaction of any business because notice has not been properly issued. Neither the business to be transacted at, nor the purpose of any regular or special meeting of Members, need be specified in any written waiver of notice or any waiver by electronic transmission.

Section 3.5 Adjournment

Notice need not be given of any adjourned meeting if the time, place, if any, by which Members and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. Any business that might have been transacted at the original meeting may be transacted at the adjourned meeting. If the adjournment is for more than 30 days, notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

Section 3.6 Place of Meeting.

Every meeting of the Members of the Collective shall be held at such place as shall be specified or fixed in a notice thereof. Meetings may, at the discretion of the Chair of the Board, be held solely by means of remote communication.

Section 3.7 Quorum.

At all meetings of the Members except as otherwise required by law or herein, one-third of the Members shall constitute a quorum for the transaction of business, provided that also at least two Members (or the sole Member, if less than two exist) from each membership class must be present. For the purpose of recommending Directors for appointment under Section 4.2, Members constituting at least one-half of the total voting interests for the respective Director seats, including proxies and ballots, shall constitute a quorum. In the absence of a quorum, the meeting shall be adjourned from time to time until a quorum is obtained. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 3.8 Participation in Meetings

The Chair of the Board shall preside at all meetings of the Members. One or more Persons may participate in a meeting of the Members by means of conference telephone or similar communications equipment. The Collective shall implement reasonable measures to provide such Persons a reasonable opportunity to participate in such a meeting and to vote, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

Section 3.9 Voting.

Each Member may authorize any person to vote on the Member's behalf by proxy on all matters in which a Member is entitled to participate. A proxy must be in writing and must identify the specific meeting or matter to which the proxy applies or state that it applies to all matters (subject to specified reservations, if any) prior to a specified date and delivered to the Secretary of the Collective or such other contact as may be provided in a notice by the Secretary. All proxies shall be revocable. Proxies shall count towards the establishment of a quorum.

Voting on recommendations for appointment or actions may be by mail or electronic ballot, in the discretion of the Chair of the Board. Balloting periods shall be not less than thirty (30) days. Ballots for recommendations of Directors for appointment shall be distributed not less than thirty (30) days prior to the Annual Meeting of Members. Notice of ballot voting shall identify the issues on the ballot, the balloting period and the means for casting ballots, and shall be provided prior to the start of the balloting period to all Members entitled to vote, using notice methods consistent with Section 3.3.

Section 3.10 Inspector for Recommendation of Publisher Directors And Member Qualification.

At least three (3) months before each Annual Meeting of the Members at which the term of any Term Publisher Director shall expire, the CEO shall present a proposal to the Board for (1) appointment of an inspector for the Class B Member voting towards recommendation of Term Publisher Directors ("Voting Inspector"), and (2) authorization of any necessary Collective staff to assist in calculation of Licensor Market Shares. The Voting Inspector shall be either a representative of a firm of independent certified public accountants, or of an independent institution which as a part of its regular services provides the services of inspectors of election.

The Voting Inspector shall first take and subscribe an oath or affirmation faithfully to execute the duties of the inspector with strict impartiality and according to the best of its ability. The Voting Inspector shall also certify the qualification of Class B and Class C Members upon request by the CEO.

Section 3.11 Action Without a Meeting.

Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing setting forth the actions so taken has been signed by the Members having not less than the minimum number of votes otherwise required to authorize or take such action, filed with the Secretary of the Collective and, if not signed by all of the Members, notice of such action is promptly given to the Members that did not consent to such action. No written consent shall be effective to take corporate action referred to herein unless written consents signed by a sufficient number of Members to take action are delivered to the Secretary within 60 days of the first date on which a written consent is so delivered to the Secretary. Any electronic transmission consenting to an action to be taken and transmitted by a Member or proxyholder shall be deemed to be written and signed, provided that such electronic transmission sets forth or is delivered with information from which the Collective can determine (a) that the electronic transmission was transmitted by the Member or proxyholder or a Person authorized to act on their behalf and (b) the date on which the such Member or proxyholder or agent thereof made the transmission.

ARTICLE IV: BOARD OF DIRECTORS

Section 4.1 General Powers.

The Board of Directors (the “Board”) shall manage the business and affairs of the Collective subject to the oversight of the Register of Copyrights under the general supervision of the Librarian of Congress, as set forth herein and in applicable statutes. The Board shall also be responsible for admitting members based on the membership criteria set forth in Article II above.

Section 4.2 Number and Qualification; Recommendation and Appointment.

- (a) The Board shall consist of seventeen (17) Directors, which shall include fourteen (14) Voting Directors and three (3) Nonvoting Directors, as described herein.
- (b) The fourteen (14) Voting Directors shall be as follows:
 - 1. *Songwriter Directors*: There shall be four (4) Songwriter Directors, each of whom shall be a professional songwriter who has retained and exercises exclusive rights of reproduction and distribution with respect to Covered Activities with respect to musical works that they have authored. The Songwriter Directors shall be recommended for appointment by a vote of all Class A Members, with each such Member having one (1) vote. A tie vote shall be broken by a vote of the full Board, or if still tied after such vote, by the vote of the Chair of the Board. Any recommendation for appointments shall be sent to the Register of Copyrights. If the Register of Copyrights approves and the Librarian of Congress appoints the Class A

Members' recommendation, the recommended individual will thereby be a Songwriter Director.

2. *Publisher Directors*: There shall be ten (10) Publisher Directors. Each Publisher Director shall be a representative of a Publisher. No two active Publisher Directors may be representatives of the same Publisher (which includes all entities owned by, or under common control with, a Publisher). The Publisher Directors shall be recommended and appointed to the Board as follows:
 - i. Following each determination of the Board that a Publisher has become a Class C Member, the employee of such Class C Member that occupies the position of Mechanical Licensing Collective Liaison ("Collective Liaison") with such Class C Member shall be recommended for appointment to become an *ex-officio* Publisher Director. Any recommendation for appointments shall be sent to the Register of Copyrights. If the Register of Copyrights approves and the Librarian of Congress appoints such Collective Liaison, the Collective Liaison shall become an *ex-officio* Publisher Director. In the event that such Class C Member already has a representative as an active Director on the Board, its Collective Liaison will take the seat of such Director, upon the approval of the Register of Copyrights and appointment by the Librarian of Congress;
 - ii. The remaining Publisher Directors ("Term Publisher Directors") shall be recommended for appointment by a vote of Class B Members. Any recommendation for appointments shall be sent to the Register of Copyrights for approval and appointment. If the Register of Copyrights approves and the Librarian of Congress appoints the Class B Members' recommendation, the recommended individual will become a Board member. For the recommendation of Term Publisher Directors, each Class B Member shall be entitled to one (1) vote for each five one-thousandths of one percent (0.005%) in Licensor Market Share that it is estimated to hold, and may cast all of its votes together for one candidate for each Publisher Director seat to be recommended for appointment. The right to cumulate votes in the recommendation for appointment of Directors shall not exist. Term Publisher Directors shall be recommended to the Register by a plurality of the votes cast. As an example, if two Publisher Director seats are up for recommendation, the two candidates that receive the most total votes from all Class B Member votes cast shall be recommended for appointment. The number of votes possessed by each Class B Member shall be kept strictly confidential subject to the provisions of these bylaws. The Voting Inspector shall be responsible for calculating how many votes each Class B Publisher has based upon Licensor Market Shares and

counting such votes for the respective candidate(s), and shall report the recommendation results only in the aggregate.

(c) The three (3) Nonvoting Directors shall be as follows:

1. Songwriter Trade Group Director: One Nonvoting Director (“Songwriter Trade Group Director”) shall be a representative of a nationally recognized non-profit trade association whose primary mission is advocacy on behalf of songwriters in the United States (“Songwriter Trade Group”). The Songwriter Trade Group Director shall be elected by a vote of all Class A Members, with each Class A Member having one (1) vote. A tie vote shall be broken by a vote of the full Board, or if still tied after such vote, by the vote of the Chair of the Board.
2. Publisher Trade Group Director: One Nonvoting Director (“Publisher Trade Group Director”) shall be the individual occupying the position of Mechanical Licensing Collective Liaison with the nonprofit trade association of music publishers that represents the greatest percentage of the Licensor Market for uses of musical works in Covered Activities, as measured for the preceding three-year period (“Publisher Trade Group”), and shall serve on an *ex-officio* basis. If a Licensor Market Share calculation demonstrates that a different nonprofit trade association of music publishers represents Publishers with the greatest percentage of the Licensor Market for uses of musical works in Covered Activities, such trade association shall then become the Publisher Trade Group as of the next Annual Meeting.
3. Digital Licensee Coordinator Director: One Nonvoting Director (“Digital Licensee Coordinator Director” or “DLC Director”) shall be the individual occupying the position of Mechanical Licensing Collective Liaison with the Digital Licensee Coordinator (“DLC”) and shall serve on an *ex-officio* basis, provided that a DLC is designated pursuant to Section 115(d)(5)(B) of the Act. Otherwise, the DLC Director shall be shall be the individual occupying the position of Mechanical Licensing Collective Liaison with the nonprofit trade association of digital licensees that represents the greatest percentage of the licensee market for uses of musical works in Covered Activities as measured over the preceding three (3) full calendar years (the “Licensee Trade Group” or “LTG”). A determination of which association is estimated to be the LTG shall be provided to the Directors on request by the CEO of the Collective (or, if unavailable, by the Publisher Trade Group Director). Once a DLC is designated, the term of any LTG liaison as DLC Director shall end and the DLC shall be entitled to appoint the DLC Director.

(d) All recommendations to the Register of Copyrights shall be transmitted via written notification to the General Counsel and Associate Register of Copyrights, or as otherwise directed by the Register. Any such notification shall include information explaining the statutory compliance of the recommendation. If the Register rejects

a recommendation, then (i) in the case of a Collective Liaison, the Board may direct the appropriate Class C Member to select a new Collective Liaison, or (ii) in the case of a Term Publisher Director, the Board may recommend for appointment the candidate that received the next highest vote total. In the event that there are no such candidates, the Board may direct the appropriate Nominating Committee to present a new slate of candidates, and may call for another vote of the Members. Notwithstanding anything in these bylaws to the contrary, any individual may be appointed as a Voting Director by the Librarian of Congress upon the recommendation of and in consultation with the Register of Copyrights.

Section 4.3 Term.

The term of office for each appointed Term Publisher Director and Songwriter Director (together, “Term Directors”) shall be three (3) years; provided, however, that a Term Director may be appointed to a shorter term of office for purposes of staggering the terms of the Term Directors such that the terms of one-third (1/3) (or as nearly to one-third (1/3) as possible) of the appointed Term Directors expire each year. There shall be three classes of appointed Term Directors; the initial term of office of those in the first class shall expire at the 2022 Annual Meeting of Members; of the second class at the 2023 Annual Meeting of Members; of the third class at the 2024 Annual Meeting of Members. The term of each Songwriter Trade Group Director shall continue until a vote of the majority of the Class A Members at any Annual Meeting of Members (or by a unanimous written consent of all Class A Members delivered to the full Board) calls for election of a replacement, at which point the term of the Songwriter Trade Group Director shall expire at the next Annual Meeting of Members. Term Directors shall be chosen to succeed those whose terms expire. Each appointed Term Director shall hold office for the term for which the Director is appointed and until the Director’s successor has been appointed and qualified, unless otherwise removed. Term Directors may serve an unlimited number of terms of office.

In the event that a Class C Member ceases to be a Class C Member (as described in Section 2.2 above), then the term of the appointed *ex-officio* Director shall end as of the next occurring Annual Meeting of Members, at which time a Director shall be recommended for appointment to fill that seat pursuant to the procedures of Section 4.2(b)(2)(i) by the new Class C Member.

Notwithstanding anything in these bylaws to the contrary, the Librarian of Congress, upon the recommendation of and in consultation with the Register of Copyrights, may appoint any Voting Director to a different term, and the term of each Voting Director, unless removed or having resigned, shall continue until the Librarian of Congress appoints a replacement upon the recommendation of and in consultation with the Register of Copyrights.

Section 4.4. Replacement of Directors.

Any vacancy occurring in the Board of Directors in the event of the death, resignation, or removal of a Term Director shall be filled as follows: (a) if a vacancy arises for a Term Publisher Director, the remaining Term Publisher Directors shall recommend a replacement Director for appointment by the Librarian of Congress to be made upon the recommendation of and in consultation with the Register of Copyrights; (b) if a vacancy arises for a Songwriter Director, the remaining Songwriter Directors shall recommend a replacement Director for appointment by the

Librarian of Congress to be made upon the recommendation of and in consultation with the Register of Copyrights; (c) if a vacancy arises with respect to the Songwriter Trade Group Director, the Songwriter Directors shall appoint a replacement Director. A Director appointed to fill a vacancy shall serve for the unexpired portion of his or her predecessor's term of office.

Section 4.5 Substitution of *Ex-Officio* Directors.

In the event that a different individual comes to occupy any position that has an *ex-officio* Director seat, such individual shall be recognized as occupying the respective *ex-officio* Director seat upon notice to the Chair or the Secretary by the organization represented by the individual and, with respect to any Voting Director, upon the appointment by the Librarian of Congress made upon the recommendation of and in consultation with the Register of Copyrights.

Section 4.6 Resignation.

A Director may resign at any time by delivering written notice to the Librarian of Congress, the Register of Copyrights, and to the Chair or to the Secretary, or by giving oral notice at any meeting of the Directors so long as notice also is delivered to the Librarian of Congress and Register of Copyrights within three (3) business days. Any such resignation shall take effect at the time specified therein or, if no time is specified, upon delivery. Unless otherwise indicated in the notice of resignation, acceptance of such resignation shall not be necessary for it to be effective.

Section 4.7 Removal.

The Members of the Collective may recommend that any of the Directors be removed for cause by the Librarian of Congress, in consultation with the Register of Copyrights. Except as prohibited by applicable law, the Members entitled to vote in the recommendation for appointment of a particular Director seat may recommend removal of any Director occupying that seat from office at any time, with or without cause, by the affirmative vote of a majority of votes eligible to be cast in the recommendation of that Director, for the approval of the Register of Copyrights and removal by the Librarian of Congress. Cause for removal includes but is not limited to: a Publisher Director ceasing to represent the Publisher that they represented when appointed; a material violation of the conflicts of interest policy or any other policy promulgated by the Board; commission of an act involving moral turpitude, dishonesty, theft, unethical business conduct, or conduct that impairs or injures the reputation of, or harms, the Collective; failure to attend (whether remotely or in person) more than two (2) consecutive Board meetings; failure to fully cooperate in any investigation by the Collective; and failure or neglect to diligently perform the responsibilities of a Director. Notwithstanding anything in these bylaws to the contrary, the Librarian of Congress, upon the recommendation of and in consultation with the Register of Copyrights, may remove any Director occupying any seat from office at any time, with or without cause.

Section 4.8 Board Diversity Report.

At least once every two years, beginning in 2021, the Chair of the Board shall present to the full Board a report on the diversity of the Board ("Board Diversity Report"). This report may be compiled by staff of the Collective, a working group of the Board, a third party, or any other

competent Person, at the discretion of the Chair. The Board Diversity Report should address the extent to which the Board fully and fairly represents the whole music publishing and songwriting communities, and should specifically note any actual or potential concerns or shortcomings. The Board Diversity Report shall address diversity in such areas as gender/race/ethnicity, income, musical genre, geography and expertise/experience. The Nominating Committees may refer to this report and shall make reasonable efforts to ensure a diverse applicant pool when selecting Director and Officer candidates. The Board Diversity Report shall be shared with the Members of the Collective in advance of the subsequent Annual Meeting of Members.

Section 4.9 Notifications to the Librarian of Congress and Register of Copyrights

The Board shall provide notice within three (3) business days, to the Librarian of Congress and the Register of Copyrights, of receiving notice of any of the following events: (a) the resignation of any Director by oral notice at a Board meeting; (b) the resignation, removal or appointment of any Songwriter Trade Group Director, Publisher Trade Group Director, or Digital Licensee Coordinator Director; (c) the resignation, removal or appointment of any members of the Operations Advisory Committee, the Dispute Resolution Committee, or the Unclaimed Royalties Oversight Committee; or (d) the amendment of these bylaws under Article X. In the case of appointments under (b) and (c), notification shall also include information explaining the statutory compliance of the appointment. Any notices to the Librarian of Congress and/or the Register of Copyrights hereunder shall be transmitted via written notification to the General Counsel and Associate Register of Copyrights, or as otherwise directed by the Register or Librarian.

ARTICLE V: BOARD MEETINGS

Section 5.1 Annual and Regular Meetings.

There shall be an Annual Board Meeting and at least one (1) other regular meeting during each calendar year. The Annual and regular meetings of the Board shall be held at such date, time, and place as is determined by the Board.

Section 5.2 Special Meetings.

Special meetings of the Board shall be held upon the call of the Chair of the Board, Vice Chair or upon a written request in writing signed by at least five (5) Voting Directors. The person or persons calling the special meetings shall fix the date, time, and place for such meeting.

Section 5.3 Notice.

Written notice indicating the date, time, and place, if any, of any meeting of the Board, and the means of remote communication by which Directors may be deemed present in person and vote at such meeting, shall be given to all Directors not less than five (5) days prior to the meeting. Meetings may, at the discretion of the Chair of the Board, be held solely by means of remote communication. In the case of a Special Meeting, a description of the purpose or purposes for which the meeting has been called shall be included with the notice. Written notice may be delivered personally or sent by mail, express delivery service, or electronic transmission. If mailed, such notice shall be deemed given when deposited in the U.S. mail, postage prepaid, and addressed to the Director at his or her address as shown on the records of the Collective. If sent by electronic

transmission, such notice shall be deemed given when sent to the Director at the fax number, email address, or other applicable contact information that the Director has provided to the Collective for purposes of communicating with the Director.

Section 5.4 Waiver of Notice.

A Director may waive notice of any meeting at any time. Whenever any notice is required to be given to any Director pursuant to applicable law or these Bylaws, a waiver thereof in writing signed by the Director entitled to notice shall be deemed equivalent to the giving of notice. The attendance of a Director at a meeting shall constitute a waiver of notice of the meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because notice was not properly issued.

Section 5.5 Quorum.

Eight (8) Voting Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 5.6 Manner of Acting.

The vote of a majority of Voting Directors present at a meeting at which a quorum is present shall be the act of the Board, unless otherwise required by law or by these Bylaws.

Section 5.7 Presumption of Assent.

A Director who is present at a meeting of the Board at which action is taken shall be presumed to have assented to the action taken unless such Director's dissent shall be entered in the minutes of the meeting or unless such Director shall file his or her written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent to the Secretary immediately after adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 5.8 Presence at Meeting

Directors may participate in any meeting of the Board in person or by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at the meeting.

Section 5.9 Action Without a Meeting.

Any action which is required to be taken, or which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing setting forth the action is signed by all of the Voting Directors then in office. Action taken by written consent is effective when the last Voting Director signs the consent, unless the consent specifies a later effective date. Action taken by written consent shall have the same force and effect as a unanimous vote of the Board and may be described as such.

Section 5.10 Compensation.

Directors shall serve without compensation but may be reimbursed for reasonable expenses incurred in conducting the business of the Collective. Written policies promulgated by the Board may authorize, limit or condition such reimbursement of expenses. A person serving as Director may be compensated for services provided to the Collective in another capacity to the extent permitted by law.

ARTICLE VI: COMMITTEES

Section 6.1 Board Committees.

The Board may designate one (1) or more committees, each committee to consist of one (1) or more Directors, that exercise Board authority to the extent provided in the resolution of the Board creating the committee, the Committee Charter established by the Board, or in these Bylaws (each a “Board Committee”); provided, however, that no Board Committee shall have the authority to adopt, amend, or repeal these Bylaws or approve or adopt any action required by the DGCL to be submitted to a corporation’s members for approval, which includes an action to: (a) amend the Collective’s Certificate of Incorporation; (b) approve the sale, exchange, lease, or other disposition of substantially all the assets of the Collective other than in the usual and regular course of the Collective’s activities; or (c) authorize the Collective’s merger with another entity or voluntary dissolution.

The Board may designate one (1) or more Directors as alternate members of any Board Committee, who may replace any absent or disqualified member at any Board Committee meeting. In the absence or disqualification of a Board Committee member, the Board Committee member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another Director to act at the meeting in the place of any such absent or disqualified committee member. Each Board Committee shall be governed by the same rules regarding meetings, action without meetings, notice, waiver of notice, quorum, and voting as applicable to the Board, except to the extent that different rules are provided for in the Committee Charter. Each Committee shall operate in accordance with the terms of its Charter established by the Board.

(a) Publisher Nominating Committee

The Board shall establish a Nominating Committee (the “Publisher Director Nominating Committee”), comprised of not less than five (5) Publisher Directors, including at least one Class B and one Class C Publisher, as well as the Publisher Trade Group Director, which shall be responsible for identifying and selecting a slate of candidates for recommendation and appointment of Publisher Directors to the Board and election of publisher members of the Operations Advisory Committee, Unclaimed Royalties Oversight Committee and Dispute Resolution Committee. The members of the Publisher Nominating Committee shall be appointed by the Publisher Directors, and may be removed and replaced by the Publisher Directors, by majority vote at any Board meeting or by a unanimous written consent of all Publisher Directors delivered to the full Board. A tie in voting by Publisher Directors shall be broken by vote of the

full Board, and a tie in voting by the full Board shall be broken by the vote of the Chair of the Board.

(b) Audit Committee

The Board shall establish an Audit Committee comprised of not less than three (3) or more than six (6) Directors, and may include Nonvoting Directors. Beginning in the fourth full calendar year that begins after the initial designation of the Collective as the mechanical licensing collective by the Register of Copyrights under Section 115(d)(3)(B)(i) of the Act, and in every fifth calendar year thereafter, the Audit Committee shall ensure that a qualified auditor is retained by the Collective who shall:

1. Examine the books, records and operations of the Collective;
2. Prepare a report for the Board with respect to the implementation and efficacy of procedures of the Collective (i) for the receipt, handling and distribution of royalty funds, including any amounts held as unclaimed royalties; (ii) to guard against fraud, abuse, waste, and the unreasonable use of funds; and (iii) to protect the confidentiality of financial, proprietary, and other sensitive information; and
3. Not later than December 31 of the year in which the qualified auditor is retained, deliver the report to the Board.

Section 6.2 **Advisory Committees**

The Board may create advisory committees related to the Collective's purposes, operations, or other activities or topics, composed of any individuals determined by the Board to be appropriate for inclusion thereon due to the special skills and knowledge possessed by such persons. Such Committees shall have such responsibilities as may be assigned to them by the Board; provided, however, that the Committees shall be advisory only and that no Committee shall have or exercise any powers of the Board. Each Advisory Committee shall operate in accordance with the terms of its Charter established by the Board.

(a) Statutory Advisory Committees

The following three committees shall be created as described in Section 115 (d)(3)(D)(iv)-(vi) of the Act:

1. Operations Advisory Committee

The Board shall establish an Operations Advisory Committee consisting of not fewer than six (6) individuals to make recommendations to the Board concerning the operations of the Collective, including the efficient investment in and deployment of information technology and data resources. Such committee shall have an equal number of individuals who are: (1) representatives of musical work copyright owners, such individuals to be appointed by the Board; and (2) representatives of digital music providers, such individuals to be appointed by the Digital Licensee Coordinator.

2. Unclaimed Royalties Oversight Committee

The Board shall establish and appoint an Unclaimed Royalties Oversight Committee consisting of ten (10) individuals, five (5) of which shall be Songwriters whose works are used in Covered Activities and five (5) of which shall be representatives of musical work copyright owners. The Songwriter members shall be elected by plurality vote of the Songwriter Directors, subject to subsequent approval by majority vote of the full Board. The musical work copyright owner representative members shall be elected by plurality vote of the Publisher Directors, subject to subsequent approval by majority vote of the full Board.

3. Dispute Resolution Committee

The Board shall establish and appoint a Dispute Resolution Committee that shall consist of no fewer than six (6) individuals and shall include an equal number of Songwriters and representatives of musical work copyright owners. The Songwriter members shall be elected by plurality vote of the Songwriter Directors, subject to subsequent approval by majority vote of the full Board. The musical work copyright owner representative members shall be elected by plurality vote of the Publisher Directors, subject to subsequent approval by majority vote of the full Board.

(b) Songwriter Nomination Committee

The Board shall establish an advisory committee (the “Songwriter Nomination Committee”), which shall assist in identifying candidates to be Songwriter Directors and songwriter members to the Unclaimed Royalties Oversight Committee and Dispute Resolution Committee (“Songwriter Committee Members”). The Songwriter Nominating Committee shall be composed as follows:

1. At least three (3) nationally or regionally recognized not-for-profit organizations that have songwriter representation or advocacy as a significant portion of their mission and operations (“Songwriter Organizations”) shall each appoint one Songwriter member. The Songwriter Organizations shall be selected by the Board, and may be removed and replaced by the Board at any time. Each Songwriter Organization may remove and replace its appointee to the Songwriter Nomination Committee by notice to the Board at any time.
2. Two (2) members shall be Songwriter Committee Members, who shall be appointed by the Songwriter Directors, and may be removed and replaced by the Songwriter Directors at any time, by plurality vote at any Board meeting or by a unanimous written consent of all Songwriter Directors delivered to the full Board. No Songwriter Committee Member shall sit on the Songwriter Nominating Committee for nominations concerning an election in which they are a candidate.

The Songwriter Nominating Committee shall nominate no fewer than two and no more than three candidates for each available Songwriter Director seat, where each candidate may be selected for any of the available Songwriter Director seats. When the Songwriter Trade Group Director is to be elected, the Songwriter Nominating Committee shall nominate no fewer than two and no more than three qualified organizations as candidates for the Songwriter Trade Group

Director position. For each available Songwriter Committee Member seat, the Songwriter Nominating Committee shall nominate no fewer than two and no more than three candidates, where each candidate may be chosen for any of the available Songwriter Committee Member seats on the same committee. The Songwriter Nomination Committee may also provide a slate of up to three (3) alternate candidates for each of the Unclaimed Royalties Oversight Committee and Dispute Resolution Committee, to be valid for one year. In the event that a vacancy occurs in a Songwriter seat on these committees, the Songwriter Directors may fill the vacancy (i) by majority vote selecting a candidate from any valid slate of alternate candidates for the respective committee; or (ii) by convening the Songwriter Nominating Committee to provide a new slate of candidates and voting as provided herein. Notwithstanding anything else in this provision, if the Songwriter Nomination Committee becomes deadlocked over approval of candidates for any position, it shall include candidates that receive the vote of each distinct group of three members, and may enlarge the slate of candidates to four candidates (per available seat) in order to facilitate this inclusion. The Collective will provide on its website a page where the public can submit suggestions for Songwriter Directors and Songwriter Committee Member candidates, and suggestions that come through the MLC website shall be forwarded to the Songwriter Nominating Committee for its consideration.

ARTICLE VII: OFFICERS

Section 7.1 The Officers.

The Officers of the Collective shall be a Chair of the Board, a Vice Chair, a Secretary, a Treasurer (together the “Board Officers”), as well as a Chief Executive Officer and such other Officers and Assistant Officers as may be deemed necessary by the Board and selected in accordance with this Article. A Director or an employee of the Collective may serve as an Officer and any two (2) or more offices may be held by the same person. However, no Officer shall be another employee or agent of any Director or entity represented by a Director. In addition to the powers and duties specified below, the Officers of the Collective shall have such powers and perform such duties as the Board may prescribe.

Section 7.2 Election and Term of Office.

Each Board Officer of the Collective shall be elected by the Board at its Annual Meeting and shall serve for a term of two (2) years, with no term limits. Any vacancy in an office may be filled or new offices created by the Board at any time. A Board Officer elected to fill a vacancy shall serve for the unexpired portion of the predecessor’s term of office. Each Board Officer shall hold office until a successor has been duly elected and qualified. The Chief Executive Officer and any other additional Officers shall be appointed by the Board, and shall serve until removed or replaced by the Board.

Section 7.3 Resignations.

An Officer may resign at any time by delivering written notice to the Board, the Chair or the Secretary. Any such resignation shall take effect at the time specified therein, or, if no time is specified, upon delivery. Unless otherwise indicated in the notice of resignation, acceptance of such resignation shall not be necessary for it to be effective.

Section 7.4 Removal.

Any Officer or agent elected or appointed by the Board may be removed by a majority vote of the entire Board whenever in its judgment the best interests of the Collective would be served thereby.

Section 7.5 Chair

The Chair of the Board shall, if present, preside at all meetings of the Board. The Chair may sign and execute in the name of the Collective any deeds, mortgages, bonds, contracts, and other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the bylaws to some other Officer or agent of the Collective, or shall be required by law otherwise to be signed or executed, or shall conflict with the purposes of the Collective or the authority granted to the Chair by the Board; and in general, shall perform all duties incident to the Chair of the Board and such duties as from time to time may be assigned by the Board.

Section 7.6 Vice Chair.

In the absence or inability to act of the Chair, the Vice Chair shall act as Chair and shall have such other duties as from time to time may be assigned by the Board or by the Chair.

Section 7.7 Secretary.

The Secretary shall cause to be kept the minutes of the meetings of the Board and of Board Committees in one or more books provided for that purpose; see that all notices are duly given in accordance with these Bylaws or as required by law; be custodian of the corporate records; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board or by the Chair.

Section 7.8 Treasurer.

The Treasurer shall have custody of all funds and securities of the Collective, and shall keep, or cause to be kept, full and accurate records of all receipts and disbursements in the financial records of the Collective, and deposit or cause to be deposited all such monies in the name of the Collective in such banks, trust companies or other depositories as shall be selected in accordance with these Bylaws; and in general perform the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board or by the Chair.

Section 7.9 Chief Executive Officer (“CEO”).

The CEO shall, subject to the supervision and direction of the Board, have general responsibility for implementation of the policies of the Collective and for the management of the business and affairs and daily operation of the Collective. The CEO shall be authorized to execute any contract or other instrument in the name of the Collective, except in cases where the execution thereof shall be otherwise expressly delegated by the Board or shall be required by law to be otherwise executed, and subject to any express limitations placed on such power by the Board. The CEO shall keep the Board fully informed and shall consult the Board concerning the business of the Collective, shall perform all other duties normally incident to the office of CEO, and shall

have such other powers and perform such other duties as may be prescribed by the Board from time to time.

Section 7.10 Agents and Employees.

The Board may appoint agents and employees who shall have such authority and perform such duties as may be prescribed by the Board. The Board may remove any agent or employee at any time with or without cause. Removal without cause shall be without prejudice to such Person's contract rights, if any, and the appointment of such Person shall not itself create contract rights.

Section 7.11 Compensation of Officers, Agents and Employees.

The Collective may pay reasonable compensation to agents, employees, and any Officers who are not Directors, for services rendered, such amount to be fixed by the Board or, if the Board delegates power to any Officer or Officers, then by such Officer or Officers.

ARTICLE VIII: RELIANCE, LIMITATION ON LIABILITY, INDEMNIFICATION

Section 8.1 Reliance

In performing duties, each Director shall be fully protected in relying in good faith upon the records of the Collective and upon such information, opinions, reports or statements presented to the Collective by any of the Collective's officers or employees, or committees of the Board, or by any other Person as to matters the Director reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Collective.

Section 8.2 Limitation of Liability.

Neither the Members nor any Director of the Collective shall be personally responsible for monetary damages for any action taken, or any failure to take any action, provided however, that this provision shall not eliminate or limit the liability of any Member or Director to the extent that such elimination or limitation of liability is expressly prohibited by applicable law, as in effect at the time of the alleged action or failure to take action by such Member or Director.

Section 8.3 Preservation of Rights.

Any repeal or modification of this Article VIII shall not adversely affect any right or protection existing at the time of such repeal or modification to which any Member, Director or former Member or Director shall be entitled under this Article VIII. The rights conferred by this Article VIII shall continue as to any Person who has ceased to be a Member or Director of the Collective and shall inure to the benefit of the successors, heirs, executor, and administrators of such Person.

Section 8.4 Indemnification

(a) The Collective shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil,

criminal, administrative or investigative by reason of the fact that such Person is or was a Director or Officer of the Collective, or is or was serving any other corporation or any partnership, joint venture, trust or other enterprise, in any capacity at the request of the Collective, to the fullest extent and in the manner set forth in and permitted by the DGCL, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director or Officer may be entitled apart from the foregoing provisions.

(b) The Collective shall pay expenses (including attorneys' fees) incurred by a Director or Officer of the Collective referred to in Section 8.4(a) of this Article VIII in defending or appearing as a witness in any civil or criminal action, suit or proceeding described in Section 8.4(a) of this Article VIII in advance of the final disposition of such action, suit or proceeding. The expenses incurred by such Director or Officer shall be paid by the Collective in advance of the final disposition of such action, suit or proceeding only upon receipt of an undertaking by or on behalf of such Director or Officer to repay all amounts advanced if it shall ultimately be determined that the Director or Officer is not entitled to be indemnified by the Collective (which undertaking need not be further secured).

(c) The foregoing provisions of this Article VIII shall be deemed to be a contract between the Collective and each Director and Officer who serves or served in such capacity at any time while this Article VIII and the relevant provisions of the DGCL, if any, are in effect, and, except to the extent otherwise required by law, any repeal or modification thereof shall not affect any rights or obligations then existing or thereafter arising with respect to any state of facts then or theretofore existing or thereafter arising or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

(d) The Board in its discretion shall have power on behalf of the Collective to indemnify and/or defend any Person, other than a Director or Officer, made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such Person is or was an employee of the Collective.

(e) The Board in its discretion shall have the power to purchase and maintain insurance in accordance with, and subject to, the provisions of Section 145 (g) of the DGCL.

ARTICLE IX: MISCELLANEOUS PROVISIONS

Section 9.1 Contracts and Other Documents.

The Board may, except as otherwise required by law, the Certificate of Incorporation, or these Bylaws, authorize any Officer or Officers, agent or agents of the Collective, in addition to the Chair, to enter into any contract or execute and deliver any instrument or document in the name of and on behalf of the Collective and such authority may be general or confined to specific instances. Unless so authorized by the Board or expressly authorized by the Board, no Officer or agent or employee shall have the power or authority to bind the Collective by any contract or engagement, or to pledge its credit, or to render or liable for any purpose or in any amount.

Section 9.2 Checks, Drafts, Loans, Etc.

All checks, drafts, loans or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Collective shall be signed by such Officer or Officers, agent or agents of the Collective and in such manner as shall be from time to time determined by the Board. In the absence of such determination, such instruments shall be signed by the Treasurer. The Board may accept on behalf of the Collective any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Collective.

Section 9.3 Deposits

All funds of the Collective not otherwise employed shall be deposited from time to time to the credit of the Collective in such banks, trusts, or other depositories as the Board may select or as may be selected by Officers, agents or employees of the Collective to whom such power may from time to time may be delegated by the Board, and for the purpose of such deposit. The Chair, Vice Chair, Treasurer or any other Officer, agent or employee to whom such power may be delegated by the Board, may endorse and deliver checks, drafts and other orders for the payment of monies which are payable to the order of the Collective.

Section 9.4 Books and Records.

The Collective shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and the proceedings of its Statutory Advisory Committees.

Section 9.5 Fiscal Year.

The financial year of the Collective shall end on December 31st.

Section 9.6 Corporate Seal.

The Collective shall have no corporate seal.

ARTICLE X: AMENDMENT OF BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority vote of the entire Board or an action by the Members of the Collective, with the exception of Article II and Article IV of these bylaws. The provisions of Article II or Article IV of these bylaws (and related definitions) may only be altered, amended or repealed by the affirmative vote of a majority of all Members, which vote must also include the affirmative vote of a majority of Class A Members, the affirmative vote of a majority of Class B Members, and the affirmative vote of a majority of Class C Members. Notwithstanding anything in these bylaws to the contrary, no alteration, amendment, or repeal of these bylaws shall affect the process for succession or removal of Directors by the Librarian of Congress upon the recommendation of the Register of Copyrights, without prior review and approval by the Register of Copyrights.

----- END OF BYLAWS -----

EXHIBIT 4



Board Diversity Report

(Board Composition As Of December 6, 2022)

I. Scope of this Board Diversity Report (“Report”)

Section 4.8 of The MLC’s Bylaws provides that this Report “should address the extent to which the Board fully and fairly represents the whole music publishing and songwriting communities, and should specifically note any actual or potential concerns or shortcomings. The Board Diversity Report shall address diversity in such areas as gender/race/ethnicity, income, musical genre, geography and expertise/experience.”

II. Methodology

This Report is based upon information gathered directly from The MLC’s Board members through surveys and materials made available by Board members. Demographic information was collected anonymously. This Report is delivered to the Board by the Chair of the Board. Board counsel assisted with the compilation and presentation of the information. This Report does not distinguish between the 14 voting members and the 3 non-voting members, as the Music Modernization Act and Bylaws describes the Board as being composed of all 17 members.

III. Board Composition For This Report

The composition of the Board surveyed for this Report, which is the Board as of December 6, 2022, is:

Songwriter Directors:

Kara DioGuardi

Oak Felder

Kevin Kadish

Craig Wiseman

Music Publisher Directors (with affiliated music publisher):

Michael Abitbol (Sony Music Publishing)

Jeff Brabec (BMG)

Bob Bruderman (Kobalt)

Tim Cohan (peermusic)

Alisa Coleman (ABKCO)

Scott Cutler (Pulse)

David Kokakis (Universal Music Publishing Group)

Rell Lafargue (Reservoir)

Claire McAuley (Warner Chappell Music)

Mike Molinar (Big Machine)

Nonvoting members (with affiliated trade group):

Danielle Aguirre (National Music Publishers' Association)

Bart Herbison (Nashville Songwriters Association International)

Garrett Levin (Digital Media Association)

IV. Diversity Review

A. Industry Measures

Musical Genres Represented¹

Board members were surveyed as to the musical genres represented in their personal musical works or the works owned or administered by their company. The results indicated that each genre (or category of genres) included in the survey is represented by at least five Board members (and often far more than five). These included:

- Blues
- Classical
- Country
- Dance/Electronic
- Folk/Bluegrass/Americana

¹ *Note: As there are no consensus definitions of musical genres, and thousands of musical genres have been named and used in the global music industry, a smaller group of genre categories was used for this Report, derived from common industry categories used in the U.S., along with categories addressing regional genres from global regions less represented in general categories. It is understood that many more specific genre categories exist, and that global regions contain many different musical genres. The categories used here should not be read to ignore that other genre classifications exist, nor to minimize the diversity of music in any global region, nor should the omission of a specific region be read to minimize the existence of regional genres in that region. Rather the limited choice of genres used here merely reflects that it is not feasible to attempt to categorize the music of Board members and their affiliated entities across thousands of different genres in use globally, and therefore the use of a smaller, and necessarily incomplete, survey of genres is necessary.*

- Hip-hop
- Jazz
- Latin
- New Age
- Pop
- R&B
- Reggae
- Religious/Gospel/Contemporary Christian
- Rock
- Regional genres from Africa
- Regional genres from Asia
- Regional genres from South America
- Regional genres from Central America and the Caribbean
- Regional genres from the Middle East/North Africa

Expertise

The collective Board has broad expertise across the industry and in skills relevant to The MLC’s functions, and substantial numbers of Board members reported experience, training or education (together, “expertise”) in each category surveyed. The majority of Board members reported expertise in: Songwriting; Music licensing; Copyright Licensing; Royalty collection; Royalty processing and distribution; Advocacy on music industry issues; Outreach and education on music industry issues; Copyright law; Music production; and Corporate operations management. More than a third of Board members reported expertise in: Music industry metadata practices; Licensing compliance and enforcement; Other rights administration; Litigation and dispute resolution; Financial analysis or accounting; Marketing and communications; and A&R. Five Board members reported expertise in: Matching of sound recording uses to musical works.

Income

While confidentiality concerns do not permit the inclusion of either personal income information or represented company income information in this survey, Board members and their companies represent a broad spectrum of incomes and collect royalties on behalf of creators across the full spectrum of music incomes.

B. Demographic Measures

Geography

Geography was measured for the music industry entities represented by Board members, as well as for individual Board members’ residences.

Music industry entities represented by Board members have offices in approximately 55 countries around the world, including the following states and regions (approximate total number of offices in parentheses):

- North America (50)
 - U.S. (35)
 - Canada (7)
 - Mexico/Central America (7)
 - Caribbean (1)
- South America (20)
 - Argentina (4)
 - Brazil (7)
 - Chile (4)
 - Colombia (4)
 - Ecuador (1)
 - Peru (2)
 - Venezuela (1)
- Europe (82)
 - 25 European countries are represented with offices. Countries with at least 5 total offices include:
 - France (6)
 - Germany (8)
 - Italy (5)
 - Spain (5)
 - Netherlands (6)
 - Sweden (5)
 - UK (8)
- Africa (5)
 - South Africa (4)
 - Nigeria (1)
- Middle East (7)
 - UAE (3)
 - Lebanon (1)
 - Israel (3)
- Asia (49)
 - China (7)
 - Japan (4)
 - Korea (4)
 - Hong Kong (6)
 - Singapore (4)
 - India (3)
 - Indonesia (3)
 - Malaysia (3)
 - Taiwan (4)
 - Philippines (3)
 - Thailand (1)

- Australasia
 - Australia (9)
 - New Zealand (1)

Individual Board members reported residences in the following regions:

- U.S. West (California)
- U.S. South (Tennessee)
- U.S. South Atlantic (Florida and Washington D.C.)
- U.S. Northeast (New York and Connecticut)
- Europe (UK)

Gender

The reported gender composition of the Board is 76% men and 24% women.

Race/ethnicity/origin

The reported racial/ethnic composition of the Board is 82% White/Caucasian and not Hispanic. The remaining 18% of the Board includes individuals reporting the following race/ethnicity/origin categories: Hispanic, Latino or Spanish; Black or African American; Turkish; and Middle Eastern or North African.

Age

The reported age composition of the Board is as follows: 35-44 (23.53%), 45-54 (41.18%), 55-64 (23.53%), 65 or older (11.76%).

V. Summary

The collective Board represents a very broad spectrum of musical genres, with operations across a very broad geographic landscape. The collective Board also brings very broad expertise in areas relevant to The MLC's functions.

The collective Board also reflects diversity in age, gender and race/ethnicity/origin; however, representation of men (approximately 50% of the U.S. population and 76% of the Board) and people of White/Caucasian and not Hispanic race/ethnicity/origin (approximately 59% of the U.S. population and 72% of the Board) are higher than general population demographics.

EXHIBIT 5



MECHANICAL LICENSING COLLECTIVE

CONFLICT OF INTEREST POLICY

Article I

Purpose and Scope

This Conflict of Interest Policy (“**Policy**”) applies to all directors, officers, committee members and employees (each a “**Responsible Person**”) of Mechanical Licensing Collective (the “**Collective**”). This Policy establishes guidelines for appropriately managing actual, potential or perceived Conflicts of Interest in accordance with legal requirements and the Collective’s goals of accountability and transparency.

The Collective is committed to conducting its operations in accordance with the highest standards of ethics and integrity. This Policy protects the interests of the Collective when it is contemplating entering into a transaction or arrangement that might benefit or appear to benefit the private interest of any Responsible Person, or indirectly benefit a Related Party.

Each Participant must comply with the letter and spirit of this Policy. The Collective is organized to diligently serve the statutory functions laid out in 17 U.S.C. 115, and each Responsible Person must act and use good judgment to maintain and further the public’s trust and confidence in the Collective.

This Policy is intended to supplement but not replace applicable state and federal laws governing conflicts of interest.

Article II

Definitions

A “**Conflict of Interest**” exists when, in the judgment of the Board of Directors (the “**Board**”), any of the following circumstances exist:

- (a) A Responsible Person holds a stake in a Transaction such that it reduces the likelihood that the Participant’s influence can be exercised impartially in the Collective’s best interests.

- (b) A Responsible Person has any of the following outside interests, whether directly or through a Related Party, which interfere or compete with the Collective's interests:
- i. Actual or potential ownership or investment interest (excluding *de minimis* investments in publicly-traded corporations) in any party with which the Collective has, or is negotiating, a Transaction;
 - ii. Actual or potential compensation arrangement with any party with which the Organization has, or is negotiating, a Transaction; or
 - iii. Relationship through service as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative of, or consultant to, a party that competes with the Collective in its functions or with which the Collective has, or is negotiating, a Transaction.

For avoidance of doubt, having the financial interest of a musical work copyright owner that receives its respective royalty distributions in the ordinary course of the Collective's administration of mechanical licenses does not by itself create a Conflict of Interest.

"Interested Person" means a person who the Board has determined has a Conflict of Interest.

The terms **"party"** or **"parties"** include individuals and any type of corporate or legal entity.

"Related Party" includes:

- (a) Relatives;
- (b) Parties for which a Responsible Person or Relative serves as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, other legal representative, or consultant; and
- (c) Parties in which a Responsible Person or Relative has a material financial interest.

"Relative" includes spouses, domestic partners, ancestors, lineal descendants, siblings or half-siblings, or spouses or domestic partners of any of the above.

"Transaction" means any contract, transaction, agreement, or arrangement between the Collective and any third party.

Article III

Procedures

1. Disclosure and Recusal

- (a) Subject to the provisions in subsection (b) below, a Responsible Person must disclose the existence of any actual, potential, or perceived Conflict of Interest as soon as such Responsible Person identifies that there may be a Conflict of Interest, and before the Collective enters into the potential Transaction that gives rise to the Conflict of Interest.

If the Responsible Person is a director, officer or advisory committee member, disclosure shall be made promptly to the General Counsel or approved outside counsel (“Counsel”). If the Responsible Person is not a director or officer, disclosure shall be made promptly either to Counsel or to the supervisor or manager of the Responsible Person, who shall promptly inform Counsel.

The Responsible Person shall be given the opportunity to disclose all material facts concerning the proposed Transaction, including the circumstances giving rise to the Conflict of Interest.

If, after disclosure of all material facts is made to Counsel, Counsel determines that an actual conflict may reasonably be found to exist, the Responsible Person must either recuse themselves under subsection (b) below or disclose the conflict and all material facts to the Board, which shall follow the procedures below to determine whether a conflict of interest exists and, if so, to address the conflict of interest.

- (b) A Responsible Person may voluntarily recuse themselves from the discussion and voting on a Transaction. Recusal must be transmitted to the same persons as disclosure must be transmitted in subsection (a) above. A Responsible Person who recuses themselves from discussion and voting on a Transaction need not disclose the details of an actual, potential or perceived Conflict of Interest with respect to that Transaction.

2. Determining Whether a Conflict of Interest Exists

After disclosure of an actual, potential or perceived Conflict of Interest, the Board shall determine whether a Conflict of Interest exists as follows:

- (a) All material facts disclosed by the Responsible Person, or otherwise discovered, shall be put before the Board;
- (b) The Board shall discuss the matter outside the presence of the Responsible Person (which discussion may take place in a meeting, conference call, electronic correspondence or any combination thereof).
- (c) The remaining Board members shall decide if a Conflict of Interest exists. If a majority vote determines that no conflict exists, no further review of the Transaction by the Board is required, unless ordinarily required in the normal course of business for other reasons.

3. Procedures for Addressing the Conflict of Interest

If the Board determines that a Conflict of Interest exists as to a Transaction, the Board shall determine whether to enter into the Transaction using one of the following procedures:

(a) *Disinterested Vote*

- i. The Interested Person(s) shall not be present for, or participate in, the Board's discussion or vote on the Transaction.
- ii. The Interested Person(s) shall not attempt to improperly influence the deliberations or voting on the Transaction.
- iii. The Chair of the Board shall, if appropriate, appoint a disinterested person or committee to investigate the market and alternatives to the Transaction, and present such information to the disinterested directors, who shall determine whether a more advantageous alternative Transaction that would not give rise to a Conflict of Interest can be arranged with reasonable effort.
- iv. If the Transaction is determined by a majority vote of the disinterested directors to be fair and reasonable and in the Collective's best interests, the Board may approve the Transaction by majority vote of the disinterested directors. Interested directors may be counted towards quorum requirements as to such votes.

(b) *Outside Fairness Opinion*

- i. In the event that there are three (3) or more Interested directors with respect to a single Transaction, the Interested directors may notify the Board that they wish to participate in the discussion and vote as to the Transaction. In such case, the Chair of the Board shall appoint one or more disinterested directors to supervise the retention of a neutral, disinterested, third-party expert to provide a written opinion as to the fairness of the Transaction ("Fairness Opinion"). The Board shall also follow the procedures of Article III.3.a.iii above and investigate alternative Transactions.
- ii. If the Fairness Opinion concludes that the Transaction is fair and reasonable, the Interested directors may participate in the discussion and vote as to the Transaction.
- iii. If the Transaction is then determined by a majority vote of the Board to be fair and reasonable and in the Collective's best interests, the Board may approve the Transaction by majority vote.

4. Violations of the Conflict of Interest Policy

- (a) If the Board has reasonable cause to believe a Responsible Person has failed to disclose an actual, potential or perceived Conflict of Interest, it shall inform the Responsible Person of the basis for such belief and afford the Responsible Person an opportunity to explain the alleged failure to disclose.
- (b) If, after hearing the Responsible Person's response and after making further investigation as warranted by the circumstances, the Board determines the Responsible Person has failed to disclose an actual, potential or perceived Conflict of Interest, it shall take appropriate disciplinary and corrective action, which may include removal for cause.

Article IV

Records of Proceedings

The minutes of the Board shall contain:

- (a) (i) the name of the Responsible Person at issue; (ii) the nature of the disclosed or identified interest; (iii) all actions taken to determine whether a Conflict of Interest was present; (iv) the Board's determination; and (v) whether the Responsible Person was present during the determination.
- (b) The names of all persons who were present for discussions by the Board of the Transaction or Conflict of Interest; (ii) a summary of the content of the discussion, including any alternatives to the Transaction and whether the Transaction was deemed to be fair to the Collective; and (iii) all votes relating to the Conflict of Interest or the Transaction.

Article V

Annual Statements

Each director and officer shall annually sign a statement which affirms such person:

- (a) Has received a copy of the Policy;
- (b) Has read and understands the Policy,
- (c) Has agreed to comply with the Policy, and
- (d) Either has no actual or potential conflict to disclose or discloses all relevant facts pursuant to the Policy to allow the Board to determine if a Conflict of Interest exists.

A sample annual statement to be affirmed by each Responsible Person is attached as Exhibit A.

EXHIBIT A

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The Conflict of Interest Policy of Mechanical Licensing Collective (the “Collective”) requires any director, officer, committee member or employee of the Collective to disclose any actual, potential or perceived Conflict of Interest, as defined therein.

Please initial each statement that applies to you:

_____ I have received a copy of the Conflict of Interest Policy.

_____ I have read and understand the Conflict of Interest Policy.

_____ I am not aware of any actual, potential or perceived Conflict of Interest required to be disclosed under this Conflict of Interest Policy.

_____ I am aware of an actual, potential or perceived Conflict of Interest required to be disclosed under this Conflict of Interest Policy. Such interest is described in the attached letter.

I agree to comply with the Conflict of Interest Policy, and to promptly report any future situation that might involve or appear to involve any actual, potential or perceived Conflict of Interest with the Collective.

Name: _____

Signature: _____

Date: _____

Please return this statement not later than _____ to the General Counsel at

_____.

EXHIBIT 6



**MECHANICAL
LICENSING
COLLECTIVE**

The MLC

**Dispute Policy:
Musical Work Ownership**

February 2021

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1. Overview

- 1.1. This policy addresses the standard procedures of the Mechanical Licensing Collective (“Collective”) on processing royalties for musical works that are subject to conflicting claims and disputes over ownership interests.
- 1.2. The Collective does not judge or resolve Conflicts or Disputes, or participate in the substantive resolution of Conflicts or Disputes. The Collective encourages Claimants to engage in dispute resolution processes, and may provide information on outside dispute resolution resources.

2. Scope of policy

- 2.1. This policy applies to Conflicts concerning claims of Ownership to Works or Shares, which may include:
 - Work overclaims, where Claims to a Work exceed 100% of Shares;
 - Share counterclaims, where Claims to a specifically identifiable Share exceed the amount of that Share.
- 2.2. The MLC will endeavor where appropriate in its discretion to narrow Conflicts and Disputes to specifically identified Shares rather than an entire Work. In making this decision, The MLC will consider agreement by the relevant Claimants that the Conflict or Dispute concerned only relates to a particular Share of a particular Work and not the Work in its entirety. The MLC may adjust the scope of an existing Conflict or Dispute, as well as the extent to which any corresponding Royalties are being held in Suspense in connection with a given Dispute, to address only the appropriate Shares at issue.
- 2.3. The MLC may address Conflicts and Disputes over multiple Works or Shares together where appropriate, such as at the catalog level.
- 2.4. The standard procedures herein are subject to change in The MLC’s reasonable discretion in connection with any particular Conflict, including based upon an order of any tribunal reviewing a Legal Claim, due to force majeure or extenuating circumstances, or for other good cause.
- 2.5. This policy and procedures hereunder shall not affect any legal or equitable rights or remedies available to any copyright owner or songwriter concerning ownership of, and entitlement to royalties for, a musical work.

3. Definitions

- 3.1. Blanket License

Any and all blanket licenses administered by The MLC pursuant to 17 U.S.C. 115 for the use of Works in covered activities thereunder.

3.2. Claim

A claim to Ownership of a Work/Share that is registered with the Collective.

3.3. Claimant

A Member who has a Claim.

3.4. Conflict

A situation of conflict between two or more Claims with respect to Ownership, including Work overclaims or Share counterclaims.

3.5. Conflict Procedure

The procedure described in Section 4 for Conflict notification and submission of Substantiating Documentation.

3.6. Dispute

A status for a Work/Share in Conflict where respective Royalties are in Suspense.

3.7. Dispute Party

A Claimant who has submitted Substantiating Documentation of a Claim in a Work/Share that is in Dispute or any Claimant involved in a situation described in Section 6.3.3.

3.8. Documentation Period

Any of the periods set forth herein during which Claimants may submit Substantiating Documentation in order to maintain a particular Claim.

3.9. Existing Claim

A Work/Share Claim initially registered with The MLC more than 90 calendar days before the date of the Conflict at issue or initially registered with The MLC's vendor prior to January 1, 2021 and included in The MLC's musical works database based on that existing registration.

3.10. Interim Suspense

An interim status where Royalties payable for a Work/Share in Conflict are accrued and held by the Collective pending completion of the Conflict Procedure.

3.11. Legal Claim

A Claim or Conflict that is the subject of a proceeding before a tribunal of appropriate jurisdiction, including appropriate courts of law and/or arbitration panels.

3.12. Member

A properly registered Member of The MLC.

3.13. New Claim

A Work/Share Claim initially registered with The MLC within 90 calendar days from the date of the Conflict concerned.

3.14. Notice

A Notice that is provided either through The MLC Portal, to the email address provided for a Claimant in its Portal account, or as otherwise reasonably determined by The MLC to notify a Claimant.

3.15. Ownership

The right to receive Royalties from the use of a Work made pursuant to the Blanket License. Ownership may be defined at the Work or Share level.

3.16. Royalties

Mechanical royalties the Collective has collected pursuant to the Blanket License that are ready to be distributed to the owner of a particular Work/Share in accordance with The MLC's distribution policies and procedures.

3.17. Share

A specified portion of the Royalties payable in connection with the use of a Work pursuant to the Blanket License, identified as a percentage of such Royalties for any given use of the Work.

3.18. Substantiated Claim

A Claim involved in a Conflict for which the Claimant has submitted adequate Substantiating Documentation during the Documentation Period.

3.19. Substantiating Documentation

Documentation identified in Section 5 herein that is adequate to maintain a Claim involved in a Conflict.

3.20. Suspense

A status describing Royalties that are being accrued and held by the Collective pending resolution of a Dispute.

3.21. Work

A musical composition, including any accompanying lyrics. Works can include original musical compositions and original arrangements, as well as new versions of original musical compositions and arrangements to which new copyrightable authorship has been added.

3.22. Work/Share

A Work or Share, as applicable.

4. Conflict Procedure

- 4.1. The MLC may commence a Conflict Procedure upon receipt of any information indicating that a Conflict exists. Any Member may provide information to The MLC concerning a Conflict related to a Work/Share for which that Member has made a Claim.
- 4.2. Upon the commencement of a Conflict Procedure for a Conflict that involves one or more Existing Claims and one or more New Claims:
 - 4.2.1. The MLC will first notify Claimants with New Claims that a Conflict exists. Claimants with New Claims will have a Documentation Period of 30 calendar days from the date of Notice to: (1) update their Claim in the Portal and/or (2) submit Substantiating Documentation of their Claim.
 - 4.2.2. If one or more Claimants with New Claims submits Substantiating Documentation within the Documentation Period, The MLC will provide Notice to all Claimants with Existing Claims that a Conflict exists and then provide all Claimants additional details regarding the Claims in Conflict and the contact information for all Conflict Claimants. Claimants with Existing Claims will have 30 calendar days from the date of Notice to: (1) update their Claims in the Portal and/or (2) submit Substantiating Documentation of their Claims.
- 4.3. Upon the commencement of a Conflict Procedure for a Conflict that involves only New Claims:
 - 4.3.1. The MLC will notify all Claimants with Claims related to the Conflict that a Conflict exists and then provide those Claimants with additional details regarding the Claims in Conflict and the contact information for all Claimants. Claimants will have 30 calendar days from the date of Notice to: (1) update their Claim in the Portal and/or (2) submit Substantiating Documentation of their Claim.

5. Substantiating Documentation

- 5.1. Substantiating Documentation shall include one or more of the following documents:
 - 5.1.1. Executed Agreements that provide legal support for a Claim (including but not limited Publishing Agreements, Co-publishing Agreements, Sub-publishing Agreements, Administration Agreements, Songwriter Agreements, Signed Split Sheets and Letters of Direction)

- 5.1.2. A Notarized Declaration explaining the reasons why other Substantiating Documentation cannot be submitted, along with an explanation of any relevant Ownership details being asserted and any chain of title for the Work/Share concerned.
- 5.2. Substantiating Documentation may include additional documentation a Claimant believes to be relevant to the Conflict concerned, such as a US copyright registration, a confirmed PRO registration or a musicologist report.
- 5.3. The MLC does not verify or approve Substantiating Documentation or the merits of Claims.
- 5.4. The MLC may accept Substantiating Documentation as submitted, and retains discretion to reasonably determine if a submission constitutes Substantiating Documentation for a Claim.
- 5.5. A Claimant that fails to provide Substantiating Documentation within the Documentation Period may have their claim rejected by The MLC. A Claimant whose claim is rejected for failure to provide Substantiating Documentation may file a new Claim with Substantiating Documentation at a later date.

6. Suspense and Dispute Status

- 6.1. When a Conflict Procedure commences with respect to a Conflict that involves only New Claims, The MLC will place Royalties for the Work/Share in Conflict into Interim Suspense pending the completion of Conflict Procedure.
- 6.2. After a Conflict Procedure commences with respect to a Conflict that involves one or more Existing Claims, if The MLC receives Substantiating Documentation from any Claimants with New Claims that reflects a Conflict, The MLC will place Royalties for the Work/Share in Conflict into Interim Suspense pending the completion of Conflict Procedure.
- 6.3. Upon completion of a Conflict Procedure, The MLC will adjust the status of the Work/Share concerned and the status of any related Royalties that were placed in Interim Suspense as follows:
 - 6.3.1. If the Substantiated Claims exceed 100% of the Work/Share at issue, the Work/Share will move into Dispute with Royalties in Suspense;
 - 6.3.2. If the Substantiated Claims are less than or equal to 100% of the Work/Share at issue, the Substantiated Claims will be accepted, the related Royalties will be released from Interim Suspense, and the Work will be removed from Conflict;
 - 6.3.3. In a Conflict involving only New Claims, if no Substantiating Documentation is received from any Claimant, the status of the Work/Share will be changed to be in Dispute, and the corresponding Royalties will be placed in Suspense.

7. Legal Hold

- 7.1. At any time, if The MLC is presented with information that a Legal Claim exists with respect to a Work/Share, The MLC will initiate a Legal Hold, notify all affected Claimants, and place the corresponding Royalties for the Work/Share in Suspense pending resolution of the Legal Claim.
- 7.2. Despite the existence of a Legal Hold, The MLC in its discretion may also commence a Conflict Procedure as described herein (such as where the procedure may assist in narrowing a Conflict to a specifically identified Share).

8. Termination of Suspense and Dispute Status

- 8.1. A Work/Share placed in Dispute will remain in Dispute, with Royalties in Suspense, until The MLC receives: (a) written documentation that evidences a resolution by all Dispute Parties, or (b) a legal order, legal decision, or legal judgment resolving the Conflict or otherwise directing The MLC to adjust the status of the Work/Share.
- 8.2. The MLC will notify all Dispute Parties of any change in the status of a Dispute.

EXHIBIT 7



Mechanical Licensing Collective Investment Policy Statement

OVERVIEW

The Mechanical Licensing Collective (“The MLC”) is a nonprofit trade organization designated by the U.S. Register of Copyrights pursuant to the Music Modernization Act of 2018 (“MMA”). The MLC is tasked with administering the MMA’s blanket license for the use of musical works in certain streaming and download music services (“Blanket License”), including the collection and distribution of royalties payable pursuant to the license. The Blanket License became available on January 1, 2021 to eligible digital music providers (“DSPs”) in the United States.

This investment policy statement covers The MLC’s investment of Unmatched Royalty Funds. As used in this statement, “Unmatched Royalty Funds” includes royalties associated with a musical work (or a share thereof) for which a copyright owner of such work (or share thereof) has not been identified or located. (See 17 U.S.C. § 115(e)(35)). The MMA requires that The MLC maintain accrued royalties for unmatched works (and shares thereof) in an interest-bearing account that earns monthly interest at the Federal short term rate (the “Statutory Interest Rate”) for the benefit of copyright owners entitled to payment of such accrued royalties. (See 17 U.S.C. § 115(d)(3)(H)(ii)(I)). For clarity, Unmatched Royalty Funds include royalties that within the music industry are commonly considered to fall into three different categories: (1) unmatched royalties (i.e., royalties for sound recording uses that have not yet been matched to an underlying musical work); (2) unclaimed royalties (i.e., royalties for sound recording uses that have been matched to an underlying musical work, but for shares of that work where the identity and/or sufficient payment instructions for the copyright owner are not yet known); and (3) royalties on hold/suspense (i.e., royalties that have been matched, and where one or more copyright owner claims have been made, but where royalties are not yet payable, including due to ownership disputes, reviews over eligibility for payment, regulatory guidance or legal claims).

This investment policy outlines procedures that The MLC will follow in order to satisfy the requirements set forth in the MMA, as well as fulfill the objectives established by The MLC's Board of Directors (the “Board”) as follows:

- To establish an investment policy with the highest likelihood of meeting the MMA’s requirement to earn interest at the Statutory Interest Rate while minimizing risk to the maximum extent possible through diversification and asset allocation;
- To clearly and explicitly establish the parameters that govern the investment of The MLC’s Unmatched Royalty Funds consistent with the requirements of the MMA;

- To limit investment costs;
- To clarify and ensure that Unmatched Royalty Funds shall not be commingled with The MLC's operational funds; and
- To protect the interests of The MLC's stakeholders through the implementation of a stable investment policy.

Material revisions to this statement may be made only with the approval of the Board.

INVESTMENT ADVISORS

The MLC may retain one or more fee-based investment advisors or consultants ("Advisors"). Advisors must be independent, institutional investment advisors paid fixed fees instead of commissions. Paying Advisors based on a fixed fee means that such Advisors have no financial interest in investment strategies or decisions. Advisors may also help The MLC to:

1. Advise and assist The MLC in the execution of its duties and responsibilities under the MMA;
2. Develop and maintain investment strategies, as applicable, asset allocation strategies, and appropriate investment management structures;
3. Select, monitor, and evaluate investment advisors and/or investment entities;
4. Provide and/or review performance measurement reports and assist The MLC in interpreting the results;
5. Determine suitable investment products for the Unmatched Royalty Funds and evaluate a broad universe of fixed income strategies; and
6. Execute such other duties as may be mutually agreed.

When evaluating investment strategies, The MLC and its Advisors are to consider the above objectives for the Unmatched Royalty Funds, and recommend appropriate investment strategies and investment vehicles in alignment with the requirements of the MMA and those objectives.

When evaluating investment decisions, Advisors must determine the required rate of return and always consider, at a minimum, exposure to the following three types of risk: credit risk; duration risk; and liquidity risk. Every investment involves some level of risk in one or more of these categories, and Advisors are to consider all of these risks.

For the avoidance of doubt, Unmatched Royalty Funds should not be placed in investments that would be classified as having heightened or high risk. The MLC may retain independent custodians, administrators, or other investment service providers to ensure the proper management of the Unmatched Royalty Funds.

INVESTMENT PRINCIPLES AND PRACTICES

The MLC's investment of Unmatched Royalty Funds shall follow principles and practices to safeguard the integrity of the funds, including but not limited to:

Anti-Commingling of Funds: Unmatched Royalty Funds shall not be commingled with The MLC's own operational funds. Royalty accounts must be maintained separately to ensure clear separation and transparency in financial reporting and auditing processes.

Independent Investment Decisions: All investment decisions shall be guided solely by the objectives above, and shall not be influenced by the personal interests of any insider, including board members, officers, committee members, or employees ("Insiders"). At all times, Insiders shall adhere to The MLC's Conflict of Interest policy, and The MLC shall maintain procedures and practices to prevent any undue influence that could affect the impartiality and independence of investment decisions.

Gifts and Inducements: Insiders shall not accept benefits of material value, including gifts, cash, or any other forms of inducement from entities or individuals engaged in investment-related activities with The MLC or seeking to influence investment decisions. This principle is in place to ensure investment decisions are independent, merit-based and not influenced by external incentives or rewards.

INVESTMENT STRATEGY

Investment strategy shall be designed to ensure the prudent investment of Unmatched Royalty Funds in a manner that fulfills the investment return requirements set forth in the MMA while seeking to protect the value of the assets from volatility or risk of loss. For Unmatched Royalty Funds, The MLC is required to generate a return sufficient to pay its members interest at a rate equal to the Statutory Interest Rate. Producing a rate of return that matches or exceeds this required amount over all time periods is not a simple task, in part because the Statutory Interest Rate is always positive, while most investment assets may decline in value. Also, the Statutory Interest Rate does not represent an investible asset class and is therefore a challenge to match or exceed over time. Instead, the Statutory Interest Rate typically exceeds the return on money market investments and prevailing interest rates available from banking institutions, limiting options further. Market risk impacts are unpredictable over short-term periods.

In light of the above factors, and in accordance with the recommendations by the Advisors, The MLC will adhere to investment strategies that provides for The MLC to invest Unmatched Royalty Funds in (1) exceptionally diversified, high quality, short-term, fixed income and cash equivalent strategies via short-term fixed income funds and money market funds managed by reputable and experienced institutional investment firms that have been diligently vetted and/or (2) FDIC insured bank deposit accounts with reasonable levels of insurance for the funds placed. These investments have investment return objectives that are most likely to consistently attain the Statutory Interest Rate over the long term and across as many time periods as possible.

ONGOING ASSESSMENT AND REPORTING

The MLC shall meet regularly with its Advisors to review all aspects of The MLC's investments of Unmatched Royalty Funds. Reviews shall include manager and investment entity performance, anticipated additions to or withdrawals from funds, potential future investment strategies, and other relevant or applicable matters. The MLC shall regularly monitor investment strategy and performance of investments to ensure they continue to align with this investment policy. The MLC will regularly update the Board on the status of investments.

EXHIBIT 8



Mechanical Licensing Collective Cash Management Policy Statement

OVERVIEW

The Mechanical Licensing Collective (“The MLC”) is a nonprofit trade organization designated by the U.S. Register of Copyrights pursuant to the Music Modernization Act of 2018 (“MMA”). The MLC is tasked with administering the MMA’s blanket license for the use of musical works in certain streaming and download music services (“Blanket License”), including the collection and distribution of royalties payable pursuant to the license. The Blanket License became available on January 1, 2021 to eligible digital music providers (“DSPs”) in the United States.

This cash management policy statement covers The MLC’s management of all royalty funds other than Unmatched Royalty Funds as defined in The MLC’s Investment Policy Statement (“Royalties Pending Distribution”), and establishes parameters to ensure that investments minimize risk to the maximum extent possible to protect the value of the funds from volatility or risk of loss given the need for liquidity and capital preservation.

The Board of Directors of The MLC (the “Board”) has developed this policy statement to fulfill the following objectives:

- To establish a cash management strategy with a high likelihood of meeting The MLC’s objectives for the cash management of Royalties Pending Distribution;
- To clearly and explicitly establish the parameters that govern the cash management of the Royalties Pending Distribution;
- To limit investment costs;
- To clarify and ensure that Royalties Pending Distribution shall not be commingled with The MLC’s operational funds; and
- To protect the interests of The MLC’s stakeholders through the implementation of a stable cash management policy.

CASH MANAGEMENT ADVISORS

The MLC may retain one or more fee-based cash management advisors or consultants (“Advisors”). Advisors must be independent, institutional investment advisors paid fixed fees instead of commissions. Paying Advisors based on a fixed fee means that such Advisors have no financial interest in cash management strategies or decisions. Advisors may also help The MLC to:

1. Advise and assist The MLC in the execution of its duties and responsibilities under the MMA
2. Develop and maintain cash management policies, as applicable, asset allocation strategies, and appropriate investment management structures;
3. Select, monitor, and evaluate investment advisors and/or investment entities;
4. Provide and/or review performance measurement reports and assist The MLC in interpreting the results;
5. Determine suitable investment products for The MLC's Royalties Pending Distribution and evaluate a broad universe of very high-quality cash equivalent strategy(ies); and
6. Execute such other duties as may be mutually agreed.

When evaluating investment strategies, The MLC and its Advisors are to consider the above objectives and recommend appropriate investment strategies and investment vehicles in alignment with the requirements of the MMA and those objectives.

When evaluating cash management decisions, Advisors must determine the most risk adverse solution to place funds to protect and preserve capital while considering the need for liquidity.

For the avoidance of doubt, funds should not be placed in investments that would be classified as having heightened or high risk. The MLC may retain independent custodians, administrators, or other investment service providers to ensure the proper management of the Royalties Pending Distribution.

CASH MANAGEMENT PRINCIPLES AND PRACTICES

The MLC's cash management decisions shall follow principles and practices to safeguard the integrity of the funds, including but not limited to:

Anti-Commingling of Funds: Royalties Pending Distribution shall not be commingled with The MLC's own operational funds. Royalty accounts must be maintained separately to ensure clear separation and transparency in financial reporting and auditing processes.

Independent Cash Management Decisions: All cash management decisions shall be guided solely by the objectives above, and shall not be influenced by the personal interests of any insider, including board members, officers, committee members, or employees ("Insiders"). At all times, Insiders shall adhere to The MLC's Conflict of Interest policy, and The MLC shall maintain procedures and practices to prevent any undue influence that could affect the impartiality and independence of investment decisions.

Gifts and Inducements: Insiders shall not accept benefits of material value, including gifts, cash, or any other forms of inducement from entities or individuals engaged in investment-related activities with The MLC or seeking to influence investment

decisions. This principle is in place to ensure investment decisions are independent, merit-based and not influenced by external incentives or rewards.

CASH MANAGEMENT STRATEGY

Cash management strategy for Royalties Pending Distribution shall be designed to protect the value of the funds from volatility or risk of loss given the need for liquidity and capital preservation. The strategy shall recognize the need to minimize, and to the extent possible, avoid investment risks to protect the value of the assets from volatility or risk of loss. The MLC holds the majority of Royalties Pending Distribution for a relatively brief period of time, until they can be processed as part of regular monthly royalty distributions. Royalties Pending Distribution should be maintained in highly liquid investments.

In light of the above factors, and in accordance with the recommendations by the Advisors, The MLC will adhere to cash management strategies that place Royalties Pending Distribution in (1) high-quality cash equivalent strategies via money market funds managed by reputable, experienced institutional investment firms that have been diligently vetted and/or (2) in FDIC insured bank deposit accounts with reasonable levels of insurance for the funds placed.

ONGOING ASSESSMENT AND REPORTING

The MLC shall meet regularly with its Advisors to review all aspects of The MLC's cash management of Royalties Pending Distribution. Reviews shall include manager and investment entity performance, anticipated additions to or withdrawals from funds, potential future cash management strategies, and other relevant or applicable matters. The MLC shall regularly monitor the cash management strategy and the performance of its investments to ensure they continue to align with this cash management policy. The MLC will regularly update the Board on the status of investments.

EXHIBIT 9



The MLC

Guidelines for Adjustments

January 2022

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1. Overview

- 1.1. These Guidelines for Adjustments (“Guidelines”) outline the standard procedures of The Mechanical Licensing Collective (“The MLC”) when processing Adjustments to the distribution of Royalties for Works/Shares. All capitalized terms are as set forth in the Definitions section below.
- 1.2. These Guidelines do not address conflicts or disputes between rightsholders involving claims to ownership of Works/Shares or the substantive resolution of such conflicts or disputes. Please see The MLC Ownership Dispute Policy for information regarding resolution of conflicts or disputes involving Work/Share ownership claims.
- 1.3. The processes described herein are subject to change or modification in The MLC’s reasonable discretion in connection with any particular Adjustment, including changes or modifications required pursuant to the adjudication of a Legal Proceeding, force majeure or extenuating circumstances, or other good cause.
- 1.4. These Guidelines and the procedures described herein shall not affect any legal or equitable rights or remedies available to any rightsholder concerning ownership of, and entitlement to Royalties from, a Work/Share.

2. Scope of Guidelines

- 2.1. When The MLC discovers or learns of anomalies with a matched Work or Share, it may elect to place Royalties in Suspense while it researches and analyzes the issue. If, after review, The MLC determines that the match was not proper and, as a result, Royalties for the Work/Shares concerned were incorrectly paid to a Member, The MLC may seek to apply an Adjustment. Examples of situations where The MLC might seek to apply an Adjustments resulting from the following Adjustment Events:
 - an incorrect match of a sound recording to a Work registration;
 - resolution of a conflict or dispute with respect to a Work/Share;
 - a correction of an overpayment or underpayment of Royalties attributable to a clerical or administrative error;
 - resolution of an investigation by The MLC into abnormal account activity and other anomalies indicating an Adjustment is warranted;
 - the adjudication of a Legal Proceeding (further described in Section 6 (Impact of Legal Proceedings)); and
 - other situations that The MLC may determine from time to time in its discretion warrant an Adjustment.

- 2.2. The MLC will endeavor where appropriate and, in its discretion, to narrow Adjustments to specifically identified Shares rather than an entire Work. As part of this analysis, The MLC will consider applicable written agreements or other writings indicating that the Adjustment concerned relates to a particular Share of a particular Work and not the Work in its entirety. (See Section 5 (Substantiating Documentation) below.)
- 2.3. The MLC may, in its discretion, place Royalties into Suspense pending The MLC's analysis of an actual or potential Adjustment Event.
- 2.4. Adjustments shall not be made for *de minimis* amounts.

3. MLC Adjustment Procedures

- 3.1. The MLC may make an Adjustment at any time after it discovers or receives notice of information about an Adjustment Event.
- 3.2. Adjustments applied to a Member's account will be displayed both in Top Payee activity summary and in the Royalty statement detail for the distribution during which the Adjustment is made.
- 3.3. The MLC will seek to apply all Adjustments at the Top Payee account level; *provided, however*, in some instances, Adjustments may be made at account levels at other than the Top Payee level upon a Member's reasonable request or if The MLC otherwise determines in its discretion that doing so would be warranted. The Top Payee will be responsible for applying any additional adjustments (whether debits or credits) to any of its Subsequent Payees with respect to a Work/Share once The MLC has applied an Adjustment to the Top Payee's account.
- 3.4. Adjustments may be made by The MLC retroactively to January 1, 2021 (i.e., the License Availability Date).
- 3.5. Adjustments that require a credit will be made subject to, as applicable, the availability of funds and The MLC's ability to recover the full amount of the Royalties to be credited from the applicable rightsholder(s).
- 3.6. Any Member may provide information, including Substantiating Documentation, to The MLC concerning an Adjustment related to a Work/Share for which that Member has been or would be affected by an Adjustment.

4. Member Adjustment Dispute Process

- 4.1. A Member is responsible for monitoring his/her/its Member account for Adjustments.
- 4.2. If a Member wishes to challenge an Adjustment (in whole or in part), the Member may initiate an Adjustment Dispute by sending The MLC a written notice describing the basis for the challenge and provide Substantiating

Documentation.

- 4.3. The MLC may require additional Substantiating Documentation from the relevant Member(s) to assess and determine the outcome of any dispute of an Adjustment. The MLC may, in its reasonable discretion and as applicable, share any Substantiating Documentation received from one party with any other party/ies affected by the Adjustment.
- 4.4. In all cases where The MLC requests information hereunder, if the party receiving the request does not respond within thirty (30) days (or such other period specified by The MLC), The MLC will send a reminder notice to such party, and the receiving party shall have an additional thirty (30) days (or such other period specified by The MLC) to respond to the reminder notice. If the receiving party again fails to respond to the reminder notice, The MLC, in its discretion, may presume that such receiving party consents to the Adjustment or applicable assertions (if any), or otherwise does not wish to pursue an Adjustment Dispute, as the case may be.
- 4.5. The MLC will place Royalties into Suspense at either the Work or Share level, as applicable, upon the commencement of an Adjustment Dispute until the final resolution of the Adjustment Dispute.

5. Substantiating Documentation

- 5.1. “Substantiating Documentation” may include, without limitation, one or more of the following documents:
 - 5.1.1. Executed agreements or other writings that provide support for an Adjustment or a challenge to an Adjustment.
 - 5.1.2. A notarized declaration explaining the reasons why other Substantiating Documentation cannot be submitted.
 - 5.1.3. Additional documentation relevant to an Adjustment Dispute.
- 5.2. The MLC may accept Substantiating Documentation as submitted and retains discretion to reasonably determine if a submission constitutes Substantiating Documentation for an Adjustment Dispute. The MLC may verify the validity or legitimacy of the Substantiating Documentation.

6. Impact of Legal Proceedings

- 6.1. The MLC will apply Adjustments pursuant to fully executed settlements or legal orders, decisions, or judgments resulting from finally adjudicated Legal Proceedings. Where an order is the subject of an appeal, The MLC may maintain Royalties in Suspense notwithstanding that the order may not have been stayed. Where any order or settlement is ambiguous or otherwise unclear, The MLC may require the parties to such order or settlement to seek an appropriate clarifying amendment to be made to the relevant order or

settlement. The MLC is entitled to maintain in Suspense any Royalties subject to such order or settlement until a clarifying order or settlement is received by The MLC.

- 6.2. The MLC, in its discretion, may apply Adjustments resulting from instructions from all Members involved in an Adjustment or an Adjustment Event or pursuant to Substantiating Documentation received from a Member supporting an Adjustment.

Definitions

“Adjustment” - An adjustment is a change made by The MLC in its discretion to the distribution of Royalties to a Member, which may include, without limitation, debits, credits, offsets, payee holds, reversals, suspensions, and recoupments with respect to the account of a Member.

“Adjustment Dispute” – A conflict between one or more Members and The MLC regarding an Adjustment.

“Adjustment Event” - Any matter that The MLC determines, in its discretion, that necessitates an Adjustment, including, without limitation, the examples set forth in Section 2.1 of these Guidelines.

“Blanket License” - A relevant blanket license obtained by a qualifying digital music provider (as defined in Section 115 of the U.S. Copyright Act) from copyright owners through The MLC pursuant to Section 115 of the U.S. Copyright Act for the use of Works in covered activities thereunder.

“Legal Proceeding” - An Adjustment Dispute that is the subject of a legal proceeding before a tribunal of appropriate jurisdiction, including courts of law, arbitration panels, or other dispute resolution proceedings.

“Member” - A properly registered member of The MLC.

“Ownership” - The right to receive Royalties from the use of a Work made pursuant to the Blanket License. Ownership may be defined at the Work or Share level.

“Person” - Any individual, corporation, partnership, joint venture, limited liability company, unincorporated organization, trust, association, or other entity.

“Royalties” - Mechanical royalties The MLC has collected pursuant to the Blanket License that have been distributed or are ready to be distributed to the owner of a particular Work/Share in accordance with The MLC’s distribution policies and procedures.

“Share” - A specified portion of the Royalties payable in connection with the use of a Work pursuant to the Blanket License, identified as a percentage of such Royalties for any given use of the Work.

“Subsequent Payee” - A Person with a contractual or other legal right to receive a distribution of Royalties from a Top Payee.

“Substantiating Documentation” - Has the meaning set forth in Section 5.1 of these Guidelines.

“Suspense” - A status describing Royalties held by The MLC. Royalties may accrue interest as required by applicable law.

“Top Payee” - A Member who has a contractual or other legal obligation to further distribute

Royalties to a Subsequent Payee after initial distribution of such Royalties to such Member by The MLC.

“Work” - A musical composition, including any accompanying lyrics. Works can include original musical compositions and original arrangements, as well as new versions of original musical compositions and arrangements to which new copyrightable authorship has been added.

“Work/Share” - A Work or Share, as applicable.