

Before the
UNITED STATES COPYRIGHT ROYALTY JUDGES
Library of Congress
Washington, D.C.

_____)	
<i>In re</i>)	
)	
DETERMINATION OF ROYALTY)	DOCKET NO. 14-CRB-0001-WR
RATES AND TERMS FOR)	(2016-2020)
EPHEMERAL RECORDING AND)	
DIGITAL PERFORMANCE OF SOUND)	
RECORDINGS (<i>WEB IV</i>))	
_____)	

DECLARATION OF JEFF WALKER

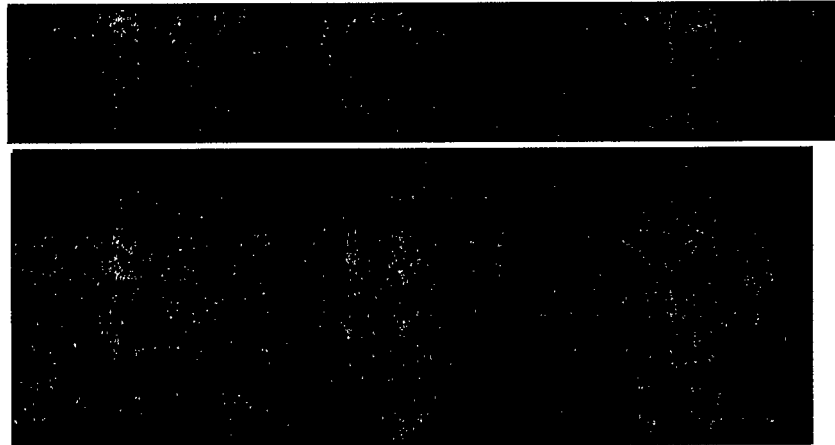
I, JEFF WALKER, DECLARE:

1. I am Executive Vice President & Head, Business & Legal Affairs, Global Digital Business at Sony Music Entertainment (“Sony Music”). I submit this declaration in support of SoundExchange, Inc.’s (“SoundExchange”) Reply in Support of its Motion to Redact Portions of the Initial Determination. The matters set forth in this declaration are based on my own personal knowledge and experience. If called as a witness in these proceedings, I could and would testify competently to the contents of this declaration.


2. Based on my experience negotiating digital service agreements, I am submitting this declaration to help the Judges understand the competitive disadvantage that I believe Sony would face if SoundExchange’s Motion to Redact Portions of the Initial Determination is denied.

3. I understand that Pandora and NAB are seeking to disclose the following descriptions of terms [REDACTED]:

[REDACTED]



These are detailed descriptions of confidential contractual provisions from recent agreements with our business partners. Even if the names of the business partners were redacted, revealing the descriptions of the contractual provisions publicly would put Sony at a competitive disadvantage. Our competitors, who also have agreements with these streaming services, may be able to discern the particular service and they would likely seek to include a similar provision in their next agreement with that services, or they would craft a counter-provision to address the impact of Sony's provision. In addition, future counterparties and our competitors would develop an understanding of how Sony seeks to structure these terms in its agreements. This would give a counterparty a general competitive advantage in any negotiation for digital streaming rights. This would also disadvantage Sony vis-à-vis other record companies engaged in negotiations with the same counterparties.

4. I understand that Pandora and NAB also seek to reveal the fact that Sony received  in our agreement with Apple for iTunes Radio. This fact is confidential between Sony and Apple and unknown to other record companies or streaming services. If revealed, this could competitively disadvantage Sony in future negotiations because a service would know that Sony has previously agreed to such a term. Based on my negotiations

with Apple – a non-participant here – I also believe Apple would view these terms as competitively sensitive and potentially detrimental to Apple’s future negotiating positions.

Pursuant to 28 U.S.C. § 1746 and 37 C.F.R. § 350.4(e)(1), I hereby declare under the penalty of perjury under the laws of the United States that, to the best of my knowledge, information and belief, the foregoing is true and correct.

Dated: January 7, 2016



Jeff Walker