Electronically Filed
Docket: 21-CRB-0001-PR (2023-2027)
Filing Date: 12/01/2021 01:37:15 PM EST

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

In re Determination of Royalty Rates and Terms for Making and Distributing Phonorecords (Phonorecords IV)	Docket No. 21-CRB-0001-PR (2023–2027)

PARTICIPANT GEORGE JOHNSON'S ("GEO") SECOND ROUND OF COMMENTS TO DENY FRAUDULENT SETTLEMENT AND MEMORANDUM OF UNDERSTANDING ("MOU") (CORRECTED)

In accordance with the Copyright Royalty Board's ("CRB") proposed rule published in the Federal Register on October 19, 2021[1], Participant George Johnson ("GEO"), a *pro se* Appellant songwriter, respectfully submits this Second Round of Comments to Deny Fraudulent Settlement and Memorandum of Understanding ("MOU"). GEO thanks Your Honors for the opportunity to Comment on the MOU.

REASONS WHY MOU IS NOT REASONABLE AND MUST BE DENIED

Many of the reasons to deny the fraudulent Settlement are the exact same reasons to deny this MOU between these same parties negotiating with themselves.

Namely, this MOU violates the No. 2 *Same Parties* rule under willing buyer, willing seller ("WBWS") which counsel for NMPA, NSAI, and RIAA clearly knew.

[1] https://www.govinfo.gov/content/pkg/FR-2021-10-22/pdf/2021-23097.pdf Federal Register Vol. 86, No. 202, Page 58626. [FR Doc. 2021-23097]

On August 10, 2021, the National Music Publishers Association ("NMPA") and Nashville Songwriters Association International ("NSAI"), naming themselves the "Copyright Owners", *on the one hand* and the Recording Industry Association of America ("RIAA") *on the other hand*, submitted a MOU (aka. "MOU 4") attached to their First Round of Comments. As GEO and other Commenters have pointed out, these 3 record labels and 3 publishing companies are just two hands of the same 3 foreign corporations *negotiating with themselves* in an American rate proceeding, supposedly designed to help American songwriters and music publishers.

This MOU also seems to be a clear *quid pro quo* to once again freeze the 9.1 cent rate in exchange for Late Fee provisions of 18% interest and other substantial financial consideration *only benefiting members of NMPA* — and not all American songwriters and music publishers "subject to" the compulsory license under §115.

There is also an issue of NMPA possibly getting secret "donations" from these major publishers which may amount *to tens of millions of dollars going to NMPA*.

If true, that alone seems incredibly unfair considering this is a public proceeding to set rates for *all* American songwriters and music publishers inside the Copyright Office. This process was not designed to help lobbyists pay their $1.2 million dollar salaries or collect tens of million of dollars in secret side "donations"?

All of these MOU issues seem extremely anti-competitive and a violation of antitrust laws. These issues are not *irrelevant* like NMPA feigns to this Court.

It seems the schemes and secret deals behind closed doors never ends with these Participants. To me, they are abusing the CRB rate proceeding process.

It's also important to note that this MOU 4 was *formerly secret*, and was only disclosed because of the First Round of Comments by a few songwriters, music attorneys, and our other trade organizations from around the world that spoke up.

They asked Your Honors to act, and you did.

Otherwise, the MOU would not have been disclosed and remained secret.

The reason why NMPA, NSAI, and RIAA then submitted this MOU the last day of the Comment period was so nobody could Comment on it or refute it.

This is why in the last sentence of their August 10, 2021 Comment, counsel for NMPA, NSAI and RIAA implores the CRB to not only adopt their fraudulent settlement and secret MOU, but to get it done now, and before October 13th.

"The Judges should adopt the Settlement, and they should do so *promptly* to streamline this proceeding in anticipation of the deadline for filing written direct statements." (emphasis added)

In other words, NMPA, NSAI, the RIAA and 3FHMRLs want the CRJ's to get this process over with as quickly as possible by "promptly" adopting their scheme.

GEO thanks Your Honors for allowing us to Comment on the MOU and not allow this vitally important issue of the 9.1 cents to be rushed and manipulated by counsel.

GEO respectfully asks Your Honors for relief from this fraudulent voluntary settlement and to fully deny this MOU in addition to all of the previous Motions for Settlement of the Subpart A and B Configurations by NMPA, NSAI, RIAA and the 3FHMRLs.

GEO further asks Your Honors to either either litigate these rates and terms or preferably, simply set the 9.1 rate *sua sponte,* adjusting for lost inflation using the Consumer Price Index ("CPI") and indexed into the future — also indexing the Subpart B streaming rate for inflation going forward as well.

While I've had the benefit of reading all the Second Comments submitted today and agree whole heartedly with 99% of the Comments and proposals, GEO is opposed to any *partial adjustment* of the 9.1 cents from 2006 forward while ignoring the lost inflation from 1909 to the present, which would be about 56 cents.

The valid reasons for this are 1.) it's what the rate actually *is* when adjusted for CPI inflation and 2.) other than a BUY button, it's the only way inside the CRB system to get *dollars* to songwriters, *instead of no sales and nano-pennies forever*.

If songwriters are opposed to dollars and only want nano-pennies and a 3 cent increase to 12 cents, that defeats the purpose of the lost inflation increase.

This is the entire reason I've advocated for the full increase from 1909 and it is a mistake to only ask for 12 cents instead of 56 cents. The other reason is under WBWS the streaming rate seems to be a benchmark for the 9.1 cents and vice versa. Therefore, if in the *Phonorecords III* remand it's determined that the 44% increase in streaming rates will be upheld, then a 44% increase of 56 cents is much better than a 44% raise at 12 cents.

If one thinks that is too much money for songwriters and they don't deserve a full 89 year lost inflation adjustment to 2021 prices, during a pandemic, while current inflation is 6.2 %, I respectfully disagree. Dollars not nano-pennies.

Lastly, rates and terms are supposed to be set *de novo*, and they have not because of the flagrant abuse of the voluntary negotiation process by Participants NMPA, NSAI, RIAA and the 3FHMRLs in *4 rate proceedings over 15 years.*

These proceedings are designed to help songwriters, not legally steal the value of their copyrights and property by fraudulent attorneys and lobbyists who claim to be working for the economic interest of songwriters, but are clearly not. It's pure nonsense what these same lobbyists and attorneys have been able to get away with since 2006 and before. We songwriters beg Your Honors to please finally put a stop to these legal tricks, and help us songwriters under the new rules of WBWS.

PARTICIPANT GEO HAS MET STATUTORY REQUIREMENT

When you look through the record, it's clear I've met all the statutory requirements to deny this settlement, mainly, *properly objecting as a participant,* and well before any settlement. This fact was recognized by NMPA and the Court.

However, NMPA, NSAI and RIAA continue to act like there is no real objection by GEO, no basis for rejection, yet GEO has provided basis after basis in past motions and in this one, to reject and deny this trumped up settlement.

In past motions NMPA, NSAI and RIAA have also accused GEO of not providing evidence of why the Settlement is not reasonable, which I also have, yet NMPA, NSAI and RIAA have provided *no evidence* to this Court why their self serving Settlement to freeze the 9.1 cents is reasonable. This is typical of their

game playing and gaslighting, demanding I provide evidence to prove their Settlement is *unreasonable*, yet they offer no evidence to prove that it *is*.

This type of behavior is harmful to all American songwriters who only want a fair and honest CRB process, not this chicanery of fraud and deceit by DC insiders and their counsel.

Add to this NMPA, NSAI and RIAA previously lying to the Court to get their Settlement, and why I call it fraudulent, *since counsel knowingly and falsely claimed that GEO was not planning to object to the 9.1 cent rate*, would not propose an increase, I only wanted a BUY button, and therefore not technically objecting to the Settlement pursuant to 17 U.S.C. § 801(b)(7)(A)(ii).

They still chose to tell the Court all of the above, despite GEO previously filing multiple motions Objecting and stating I was going to Object (and ask for a 9.1 cent increase) long before NMPA, NSAI and RIAA even filed their Settlement.

I am still deeply offended by counsels' behavior and these issues were never addressed by this Court, especially when these Participants lie about you personally just to force through a fraudulent settlement that hurts *all* American songwriters.

This is the most egregious behavior by NMPA, NSAI and RIAA, but to make matters worse, their fraudulent behavior was simply ignored by the CRB and I am still extremely troubled by the reasons these Three Motions[2] were denied without review and for frivolous reasons.

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[2] https://app.crb.gov/document/download/25468 The link to this "Three Motions" Order is blank for some reason on the eCRB system and I've asked it be corrected.

This fraud is at the heart of the problem and ripe for appeal unless the CRB corrects their fraud.

Since Chief Judge Barnett is back, I would respectfully ask the Court to either reconsider this Order, or simply address it in your future Order regarding the Settlement, that's all I ask to remedy this situation.

The "Three Motions" filed by GEO were dismissed on a small technical error on the eCRB system, by not filing under the right computer category, when the category did not exist on the system.

If GEO was filing on paper like the old days, this denial of my Three Motions could have never been taken place, and the Court would have to have responded to the specific evidence of fraud by NMPA, NSAI and RIAA to achieve their settlements — specifically by intentionally lying about this Participant, about my proposals, and about my future actions which they claim they can predict.

The Order also said the Three Motions contained no request for relief when I clearly did in at least one of the motions. I respectfully asks Your Honors to revisit GEO's "Three Motions", especially Chief Judge Barnett.

We pray Your Honors will put a stop to this series of fraudulent behaviors by counsel, because lying to get a settlement or negotiating with yourself is not what Congress had in mind. Now that these issues have been exposed and entered into the record, we pray Your Honors will act in the interests of protecting the value of American copyright creators' work, not the interests of 3 foreign corporations and their million-dollar a year lobbyists.

MOU IS CLEARLY A QUID PRO QUO WITH 3FHMRL'S IN NMPA'S OWN WORDS

In 2009, NMPA set up a website to direct publishers to their new "MOU 1 NMPA Late Fee Program Group 2" at www.NMPALateFeeSettlment.com which has a few paragraphs titled, "What is the NMPA Late Fee Program about?"[3]

Participant NMPA clearly states in their own words that the MOU is **"in exchange for waivers of certain late fees thought 2012"** and that is an exchange of one consideration for another consideration, or a *quid pro quo*.

> "In exchange for waivers of certain late fees through 2012, the Record Companies had to comply with the provisions of the MOU, including paying participating music publishers and foreign societies their respective publisher share of accrued P&U Royalties."

Apparently, there are *more* exchanges of consideration or *quid pro quos* that many of todays Commenters pointed out and explained much better than I, especially attorney Ms. Gwendolyn Seale at link https://app.crb.gov/document/download/25938 who's Comments I 100% endorse and would join with as a Participant if allowed.

I hope her Comments as well as attorney Mr. Chris Castle and songwriters, plus songwriter and SGA President Rick Carnes who joined with many songwriter trade groups, are all considered, and with equal weight as all other Participants.

Again, I join with all of the Commenters as a Participant if allowed, with the exception of only the few comments regarding *only* adjusting the 9.1 cent from

[3] http://nmpalatefeesettlement.com/group_2/faq.php

inflation since 2006, and not since 1909, which is the only way to currently pay songwriters a royalty that matters, in dollars, under this current rate structure.

I am running out of time typing this today, but I did want to note all the other serious issues attorney Seale, and other Commenters raised, ie. — counsel for NMPA, NSAI and RIAA claiming the MOU was "irrelevant" or they basically forgot to include the MOU since it wasn't important — which is obviously a lie and a fraud to the Court. How do you hold a law license and conveniently forget about a couple hundred million-dollar in MOU payments, then have the audacity to claim that is irrelevant to the Settlement? The MOU is clearly part of the Settlement.

When I add up every fraud and lie told to the Court by the above mentioned counsel, it truly paints a picture and begs the question, why lie in the first place about these public issues? It just makes it worse.

But also, *why fight so hard — and for decades — to keep the 9.1 frozen*, and why spend so much *money on attorneys fighting me* to raise the 9.1 cents 5 years ago, and now?

Why do they even care about fighting a songwriter and then want to spend hundreds of thousands of dollars, if not millions, paying attorneys to keep the rate shuttered, fighting to keep the rate frozen at 9.1 cents every 5 years?

I'm *pro se* and no court is going to rule for me anyway, especially as a non-lawyer, so why would NMPA or NSAI not just let me lose and not say a word?

Why would NSAI oppose me at all or even mention my issues, much less pay lawyers to hurt songwriters, that NSAI fraudulently claims they advocate for?

Just as Judge Barnett did in the *Phonorecords III* hearings, and on appeal former DC Circuit Judge Merrick Garland, both asked me a similar question.

To paraphrase them both, "George, if the songwriters' situation is so dire why are NSAI and NMPA not advocating for the same issues as you, like raising the 9.1 cents for inflation?"

The answer is "they both work for the 3 foreign headquartered major record labels who pay their salaries, not me or American songwriters like they claim."

As I told Judge Barnette that day, the reason I left NSAI as a member is that I realized that NSAI did not advocate for me, as an independent songwriter and self-publisher, and therefore, I *have no other place to go than be a Participant*, despite what the CRB ruled about GEO in *Phonorecords III*.

> "But, Mr. Johnson has not even hinted at evidence to support his argument that the representative negotiators are engaged in anti-competitive price-fixing at below-market rates. The very definition of a market value is one that is reached by negotiations between a willing buyer and a willing seller, with neither party being under any compulsion to bargain."

First, the CRB never accepted any of my evidence into the record, so that is one reason I had no evidence to support my argument.

One other relevant point here is that I think I proved that NMPA and NSAI *are* engaged in anti-competitive price-fixing at below market rate by them simply freezing the 9.1 cents, intentionally, over *4 rate proceedings*.

I think I also proved that that there is no WBWS when NMPA and RIAA are representing the Same Parties — and then fixing the rates at 9.1 cents for 20 years,

effectively lowering the rates over time because of inflation, ie. the 9.1 cents from 2006 is only worth around 5.4 cents in 2021.

Furthermore, as I've told this Court, I am not a willing seller at zero cents per stream, or with no sales, or at 9.1 cents, so I am clearly under compulsion to accept this rate, much less bargain. I'm also subject to a compulsory license.

In reality, it's clear that NMPA and NSAI and the 3 Foreign Record Labels are *intentionally lowering ALL their own songwriter rates* at Warner Chappell, Universal Publishing and Sony Publishing from 9.1 cents to 5.4 cents, which is below market to any reasonable person.

This is another dirty little secret that songwriters at major publishing companies don't realize, and better stand up for their own songs, or this practice will continue.

Between the 5.4 cents, the freezing of rates, no indexing for future inflation, no lost inflation adjustment, giving away all their musical works as "limited downloads", plus a controlled composition clause at 75% of the 9.1 cents (or less), etc. — songwriters at major publishers are being ripped of by *their own* lobbyists and publishing companies, and ripping them off more than they know — finding every possible way to shamefully lower their allegedly government guaranteed "minimum statutory rate".

BEST REASONS TO DENY NMPA, NSAI, & RIAA MOU & SETTLEMENT

The following additional reasons to deny the MOU are:

1. As previously discussed, there is no willing buyer, willing seller ("WBWS") since the 3 major record labels like Universal Music Group ("UMG") "on the one hand" allegedly negotiating with Universal Music Publishing ("UMP") "on the other hand" is a fraud. This is because the 3 major music publishing companies are under the same corporate umbrella, and therefore negotiating with themselves. This clearly violates the Second rule of the No. 2 *Same Parties*, or *similar* parties rule under WBWS.
2. The *parent corporations* like **Access Industries** in Russia are also negotiating with themselves since they own Warner Music Group and Warner Chappell Publishing. **Vivendi** in France owns Universal Music Group and Universal Music Publishing so this also clearly violates the No. 2 *Same Parties*, or *similar* parties rule under WBWS.
3. The fact that UMG and UMP and Vivendi negotiated *every* single *Phonorecords* agreement since 2006 under a false pretense that they are separate parties at arms length, but instead are negotiating with themselves, is a fraud to the court — those allegedly "voluntary agreements" should all be retroactively terminated under fraud and also *not used as benchmarks*.
4. These 3 major record labels and major music publishers are all headquartered, funded and controlled outside the United States, and not fully subject to U.S law and jurisdiction. It truly is outrageous that 3 foreign corporations can do this to

their competition, *all* American musical works copyright creators, investors and property owners.

5. These 3 foreign headquartered major record labels are setting the §115 (and §114) royalty rates for their American competition at 9.1 cents and zero cents per stream and it's a clear violation of U.S. antitrust laws.
6. Add to the practical reality that *if* this process of "voluntary agreements" behind closed doors, REDACTED information, confidential Protective Orders, secret "irrelevant" MOU side agreements worth hundreds of millions of dollars, etc. *was not all under the sanction of the U.S. government and the Copyright Office*, everyone would be in jail for colluding to *price-fix rates*, violate anti-trust laws, colluding in secret, and racketeering. In other words, all of this would be extremely illegal if this price-fixing was not sanctioned by Congress, yet it *still has the exact same horrible affect on competition and America citizens* whether it's legally sanctioned by the government *or* made illegal by the government. This is why we have rates of zero for *all* American songwriters — legalized price-fixing and anti-competitive behavior promoted by the federal government.
7. The above facts combined — foreign corporations, vertically integrated corporations, literally negotiating with themselves, in an American administrate law proceeding, to set ALL their American competition at literally zero cents, with no sales, and using our own Copyright Office to take away all our exclusive rights that were supposed to be protected under Art 1, Sec 8, Clause 8 of the

Constitution and §115 of the Copyright Act, is the practical reality these rate proceedings have led us to.

8. All the alleged laws in §385 are openly written by Google, DiMA ("Digital Media Association"), RIAA, Amazon, Spotify, Apple, Pandora, SiriusXM, iHeart Radio, Universal, Warners and Sony and our own lobbyists at NMPA and NSIA — yet none of these attorneys or companies **have been elected, yet they can freely strip away all our sales, mechanical rights, reproduction rights, performance rights, distribution rights, and ephemeral rights.** This is a real problem I hoped the CRB could correct but it will never be corrected because DiMA, *et al.*, have written the law the past 15 years or more. Unelected lawyers rewriting copyright "law" every 5 years to fine tune *their business models and stock profits* under the guise of a "voluntary negotiations" is like bank robbers rewriting the grand larceny laws with a red line to the judge to keep the robber stealing, legally, of course. This is why I call streaming "legal piracy", because it is, and American music copyright law is now written by foreign governments and Big Tech lawyers.
9. The people who pushed for WBWS in the Music Modernization Act are now the ones abusing it. The very first time it's been used NMPA makes a mockery of it.
10. WBWS was promised as a way to raise rates for songwriters and that is another fraud by NMPA and NSAI, who pushed for WBWS. Now, all of the Services are using WBWS to lower streaming rates *and* based upon the fact that NMPA and NSAI are *intentionally* keeping the 9.1 cents frozen for *4 rate proceedings.*

11. I've contacted counsel at NMPA, NSAI and RIAA about their refusal to raise the 9.1 cents despite it now be used as a benchmark against songwriters. They could easily change their agreement and re-file it if they wanted to, but they don't want to. Why not? They also clearly know that this 9.1 cent freeze in *Phonorecords IV* will also be used by the Services as a benchmark in *Phonorecords V* to lower streaming rates, and that seems unimaginable if I were an attorney who is supposed to be representing songwriters. Counsel tells me they are "offended" by this "mischaracterization" that they are actually working in the interests of the 3 foreign record labels who pay their salaries and not the interests of average American songwriters and music publishers who don't.

OTHER REASONS TO DENY NMPA, NSAI & RIAA MOU & SETTLEMENT

In their August 10, 2021 Comments, NMPA, NSAI, RIAA, and the 3FHMRLs, here known as "Joint Record Company Participants", continue their fraud upon this Court as well as their fraud on *all* American songwriter/citizens and independent music publishers.

NMPA and NSAI begin by claiming the have a "significant interest in this proceeding", yet I would argue that they don't.

NMPA and NSAI do not represent American songwriters, only foreign corporations that literally pay their salaries, including Mr. David Israelite's $1.2 million-dollar yearly salary (or more), but we now learn that NMPA may be paid tens of millions of dollars in "donations" from the MOU to pay for the salaries of

their counsel in these proceedings. I'm not a lawyer, but this seems incredible to me that in a public rate proceeding, this kind of transfer is allowed.

This is not an irrelevant fact that *foreign corporations are paying individuals millions of dollars* with an army of American attorneys to do exactly as these 3 foreign corporations (and possibly governments *ie*. Tencent/UMG) are demanding.

So, American lobbyists getting paid millions of dollars to help foreign corporations is one additional reason this MOU and Settlement should be denied in its entirety.

And while NMPA and NSAI may try and limit their involvement to just these 3 foreign sister publishing companies they claim to represent, GEO is really speaking of foreign corporations Access Industries in Moscow, Russia, Vivendi in Paris, France, and Sony Corp. in Tokyo, Japan as well as their record label subsidiaries.

So, Access Industries, Vivendi, Sony Corp, and their boards of directors and shareholders, are the <u>ultimate beneficiaries</u> of the Copyright Royalty Board rate setting process to keep their costs fixed and low, especially at zero cents per stream, with frozen royalty rates, no inflation adjustments, no legal liability, and eliminating the sales model for *all* American songwriters by using government force — not to put too fine a point on the facts.

While doing the bidding for foreign corporations, NMPA and NSAI officials, own no musical works copyrights, have never written a song, and earn no income

from their own songwriting or publishing, and therefore have no significant interest as a corporation.

I understand they claim to represent member board of director publishers, but why do these major publishers not represent themselves since they own the copyrights and make money from them? The logical answer is NMPA really represents the record labels, and where NMPA's income really comes from, and therefore they go through this charade every 5 years, negotiating with themselves and RIAA, and nobody brings it up or mentions it until I did in *Phonorecords III*, and this fact was ignored. These have never been arms length transactions.

Mr. Israelite is also a former Department of Justice ("DOJ") attorney and the DOJ represents the Copyright Royalty Board in all appeals, so while this may be legal and no big deal, it's just odd, especially when 3 foreign corporations in Russia, France, and Japan are paying for Mr. Israelite's $1.2 million-dollar yearly salary.

Why isn't the NMPA run by a former American music publishing executive, but instead a DOJ attorney? Is Mr. Israelite's $1.2 million dollar salary (or more) also *a significant interest* as to why NMPA keeps the 9.1 cents frozen or refuses to re-submit their voluntary agreement — now that the Services are using the 9.1 cent freeze by NMPA and NSAI as a benchmark to lower the streaming rate?

Again, I have recently emailed NMPA, NSAI, and the RIAA if they are going to re-do their voluntary agreement to raise the 9.1 cents to *anything* so that the Services cannot use it as a benchmark to lower streaming rates in this proceeding to 10.5% percent of revenue, and all future proceedings like *Phonorecords IV*. They

absolutely refuse to answer that and so they refuse to increase the 9.1 cents. It does not make sense and I can only speculate as to the reason, but my intuition says if NMPA will double-cross songwriters on freezing the 9.1 cents to help the foreign record labels who pay that $1.2 million salary and now "donations", NMPA will do anything to keep that money, the MOU money, and protect their own self-interests.

NMPA and NSAI also fraudulently call themselves the "Copyright Owners" which has bothered me for a long time since Mr. Israelite, the NMPA organization nor executives, nor the NSAI organization, own any §115 copyrights nor make any money off of musical works. So, technically that is *not* a significant interest, but I understand they claim to represent copyright owners. The reason it's a fraud is it implies to the Court they they own copyrights, are themselves copyright creators, and that they speak for *all* copyright owners, which NMPA and NSAI have both fraudulently claimed in the past as the CRB well knows.

Now they have suddenly switched from *all* songwriters to now detailing who they represent, but still lie about that, now claiming they represent self-publishers and independent songwriters — which is nonsense, since *why freeze our rates*?

NMPA and NSAI are now claiming to represent "300 music publishers and their songwriting partners".

So why the change from representing *all* to just 300?

NMPA and NSAI then admits to representing these 3 foreign corporations, which have *all* the marketshare and therefore all the power in these proceedings,

not individual American citizen songwriters who have *no rights* in CRB rate proceedings.

This is odd and very troubling as an American citizen and songwriter.

I realize this is all "legal", but it's still unsavory, unconstitutional and has destroyed the songwriter livelihood and sales model that lasted 100 years.

NMPA claiming their lobbying firm "protects and advances the interest of over 300 music publishers and their songwriting partners in matters relating to the domestic and global protection of music copyrights," is also another fraud since if NMPA were protecting and advancing the interests of American publishers and songwriters, *they would not be intentionally freezing rates at 9.1 cents for 20 years*, claiming it's too much work and we already lost in 2006, so why try again.

If NMPA were representing American songwriters and really "protecting and advancing" our "interests" they would be fighting to increase the 9.1 cent rate instead of spending hundreds of thousands of dollars on counsel to *fight against* any rate increase in the 9.1 cents in *Phonorecords III* and *IV*, or working to get rid of all sales.

In their Comments, NSAI and their counsel claim that "NSAI advocates for the legal and economic interests of songwriters, who derive income from the licensing of their copyrighted works," yet this is another fraud. NSAI is fighting a songwriter who wants to raise rates *in my own economic interest*, so this is not true. NSAI is also fighting a songwriter who wants to eliminate the *free limited download* that does not pay songwriters the 9.1 cents they are owed for their own copyright.

For NSAI and NMPA to now act like they are really representing someone like GEO who independently writes and self-publishes, by now claiming "membership includes songwriters who directly publish and license their own music," is a fraud since *they are the ones fighting raising the 9.1 cents*, *they have frozen it intentionally* for so long, and then *they love giving away limited downloads for free with no payment to songwriters*.

So, what NSAI and NMPA are falsely saying is, disregard GEO and his rate proposals, we are really speaking for him too, which is of course, absolutely not true.

And as I have testified to during the hearings in *Phonorecords III*, *I would not be in these rate proceedings if NSAI or NMPA represented "songwriters who directly publish and license their own music."* Period.

The evidence is clearly demonstrated by NSAI and NMPA's **4th intentional freeze of the 9.1 cent mechanical.**

And as Your Honors are well aware from the First Round of Comments in this proceeding by actual songwriters who directly publish and license their own music, who *depend* on the 9.1 cents, NMPA and NSAI has literally spent at least hundreds of thousands of dollars in attorney fees with Mr. Semel and their counsel *fighting my efforts to raise the 9.1 cents* for simple inflation in both *Phonorecords III* and now *Phonorecords IV*.

As I have written before, why would NMPA and NSAI spend so much money paying counsel to STOP the raising of the 9.1 cents in 2 separate

rate proceedings if they actually advocated for the "economic interests" of songwriters, which they have fraudulently claimed to this Court?

Any *reasonable person* can figure out, based upon that simple evidence, that some type of fraud is going on in general with NMPA and NSAI.

Why are these songwriter advocates so obsessed with keeping songwriters frozen at 9.1 cents, and at zero cents per-stream, with no sales, unless they were *not* advocating for songwriters, but another Participant?

The obvious answers are they are advocating for themselves *and* the 3 foreign corporations who pay their $1.2 million dollar salaries (or more) to keep *all* American songwriters, their songwriting competition, frozen, and to keep record label costs down and shareholder interests rising.

So, NSAI claims to be helping the economic interests of all American songwriters, but in reality, are only setting *all* American songwriters at *zero cents* per stream, with no sales, no practical increase in rates, assuring no competition for foreign records labels, and no liability for the Services.

NMPA and NSAI are advocating for themselves, their own personal self interests ie. $1.2 million dollars (or more) per year going directly to Mr. David Israelite's salary every year for 17 years now.

In theory, that's $20.4 million dollars over 17 years.

$1.2 million dollars a year over 17 years is a lot of money going to *one person* who is in charge of freezing rates for *all* American songwriters at 9.1 cents and keeping the streaming rate structure at $.00012 cents per stream for songwriters.

CONCLUSION

GEO respectfully asks the CRB for relief from this MOU and voluntary settlement, and therefore, to deny this settlement and the MOU, then either adjust the §115 rate to approximately $.56 cents for lost inflation *sua sponte* or litigate this inflation increase and the MOU in the sunshine with full transparency to the public.

Respectfully,

By: *___/s/ George D. Johnson_____*

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Wednesday, December 1, 2021

Proof of Delivery

I hereby certify that on Wednesday, December 01, 2021, I provided a true and correct copy of the GEORGE JOHNSON'S (GEO) CORRECTED SECOND ROUND OF COMMENTS TO DENY FRAUDULENT SETTLEMENT AND MOU to the following:

Copyright Owners, represented by Benjamin K Semel, served via ESERVICE at Bsemel@pryorcashman.com

Powell, David, represented by David Powell, served via ESERVICE at davidpowell008@yahoo.com

Amazon.com Services LLC, represented by Joshua D Branson, served via ESERVICE at jbranson@kellogghansen.com

Spotify USA Inc., represented by Joseph Wetzel, served via ESERVICE at joe.wetzel@lw.com

Zisk, Brian, represented by Brian Zisk, served via ESERVICE at brianzisk@gmail.com

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Signed: /s/ George D Johnson