

Before the  
UNITED STATES COPYRIGHT ROYALTY JUDGES  
LIBRARY OF CONGRESS  
Washington, D.C.

<p><b>In the Matter of:</b></p> <p><b>Determination of Rates and Terms for Digital Performance of Sound Recordings and Making of Ephemeral Copies to Facilitate those Performances (<i>Web VI</i>)</b></p>	<p><b>Docket No. 23-CRB-0012-WR (2026-2030)</b></p>
<p><b>In the Matter of:</b></p> <p><b>Determination of Rates and Terms for Digital Performance of Sound Recordings and Making of Ephemeral Copies to Facilitate those Performances (<i>Web V</i>)</b></p>	<p><b>Docket No. 19-CRB-0005-WR (2021-2025)</b></p>

**SOUNDEXCHANGE’S WITHDRAWAL OF REQUEST FOR SCREENING PROVISION AND REQUEST FOR ENTRY OF STIPULATION REGARDING ACCESS AND TO USE OF THE RESTRICTED *WEB V* FINAL DETERMINATION, EXPERT MATERIALS, AND PROCEEDING TRANSCRIPTS**

On April 18, 2024, SoundExchange, Inc. (“SoundExchange”) filed a motion (Dkt. 44263 (the “Motion”)) and an accompanying stipulation, between SoundExchange and the Services (Dkt. 42262 (the “Stipulation”)).<sup>1</sup> In the Stipulation, the Stipulating Parties—SoundExchange and non-settling licensees that participated in the *Web V* proceeding—agreed that counsel, expert witnesses, and expert witness support staff retained by the Stipulating Parties to assist in *Web VI* who (1) are not participating in normal-course license negotiations (as opposed to negotiations to settle pending or threatened litigation) with sound recording companies and reasonably do not expect to directly participate in such negotiations during the course of this proceeding (“Non-Negotiating

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<sup>1</sup> Unless otherwise specified, capitalized terms used herein have the same meaning as defined in the Motion.

Individuals”); or (2) already had access to the *Web V* materials by virtue of their participation in that proceeding, or the *Phono IV* proceeding, and are bound by the *Web V* protective order (“Web V Counsel and Experts”), may be given immediate access to the *Web V* materials for use in connection with *Web VI*.

The Motion included a separate request from SoundExchange that a screening provision be put in place to screen certain portions of the *Web V* Materials from individuals who are involved on behalf of digital music services in negotiating license agreements with sound recording companies (a “Negotiating Individual”). Subsequent to the filing of the Motion and the Stipulation, both Google LLC, and Stingray Music USA Inc., which were represented by a Negotiating Individual, have withdrawn from participating in *Web VI*, obviating the need for a screening provision. Accordingly, SoundExchange hereby withdraws the portion of the Motion that sought a screening provision, and requests that the Judges enter the accompanying proposed order granting the Stipulation and otherwise disposing of the Motion. SoundExchange has conferred with the Services that have not withdrawn from *Web VI*,<sup>2</sup> who consent to this request.

Dated: May 23, 2024

Respectfully submitted,

/s/ Scott A. Edelman

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<sup>2</sup> The National Association of Broadcasters, the National Religious Broadcasters Music License Committee, and SiriusXM/Pandora.

# Proof of Delivery

I hereby certify that on Thursday, May 23, 2024, I provided a true and correct copy of the SoundExchange's Withdrawal of Request for Screening Provision and Request for Entry of Stipulation Regarding Access and to Use of the Restricted Web V Final Determination, Expert Materials, and Proceeding Transcripts to the following:

National Religious Broadcasters Noncommercial Music License Committee, represented by Karyn K Ablin, served via E-Service at [ablin@fhhlaw.com](mailto:ablin@fhhlaw.com)

Sony Music Entertainment, represented by Steven R. Englund, served via E-Service at [senglund@jenner.com](mailto:senglund@jenner.com)

Educational Media Foundation, represented by David Oxenford, served via E-Service at [doxenford@wbklaw.com](mailto:doxenford@wbklaw.com)

Warner Music Group Corp., represented by Steven R. Englund, served via E-Service at [senglund@jenner.com](mailto:senglund@jenner.com)

UMG Recordings, Inc., represented by Steven R. Englund, served via E-Service at [senglund@jenner.com](mailto:senglund@jenner.com)

Pandora Media, LLC, represented by Benjamin E. Marks, served via E-Service at [benjamin.marks@weil.com](mailto:benjamin.marks@weil.com)

Google Inc., represented by Kenneth L Steinthal, served via E-Service at [ksteinthal@kslaw.com](mailto:ksteinthal@kslaw.com)

Jagjaguwar Inc., represented by Steven R. Englund, served via E-Service at [senglund@jenner.com](mailto:senglund@jenner.com)

Sirius XM Radio Inc., represented by Benjamin E. Marks, served via E-Service at [benjamin.marks@weil.com](mailto:benjamin.marks@weil.com)

American Federation of Musicians of the United States and Canada, The, represented by Steven R. Englund, served via E-Service at [senglund@jenner.com](mailto:senglund@jenner.com)

SAG-AFTRA, represented by Steven R. Englund, served via E-Service at

senglund@jenner.com

National Association of Broadcasters, represented by Sarang V Damle, served via E-Service at sy.damle@lw.com

American Association of Independent Music ("A2IM"), The, represented by Steven R. Englund, served via E-Service at senglund@jenner.com

SoundExchange, Inc., represented by Steven R. Englund, served via E-Service at senglund@jenner.com

Signed: /s/ Scott Edelman