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Before the
COPYRIGHT ROYALTY JUDGES
Washington, DC

In re **DETERMINATION OF ROYALTY RATES AND TERMS FOR MAKING AND DISTRIBUTING PUBLIC BROADCASTING (PUBLIC BROADCASTING V)**	**Docket No. 25-CRB-0015-PB (2028-2032)**

REPORT OF K-LOVE, INC. ON SETTLEMENT STATUS

K-LOVE, Inc. ("K-LOVE"), a party to the above-captioned proceeding (the "Proceeding"), through its undersigned counsel, hereby provides to the Copyright Royalty Judges (the "Judges"), in accordance with the Notice of Participants, Commencement of Voluntary Negotiation Period, and Case Scheduling Order of the Copyright Royalty Judges (the "Judges") dated March 2, 2026 and Order 5 Regarding Case Schedule and Settlement Status dated October 16, 2026, a report on the status of its negotiations of agreements that will obviate the need for K-LOVE to participate in any litigation in the Proceeding. As set forth in separate filings, K-LOVE has reached confidential agreements in principle relating to the fees and terms of the 17 U.S.C. § 118 noncommercial educational broadcasting compulsory license (the "§ 118 License") for the 2028-2032 period with the American Society of Composers, Authors, and Publishers ("ASCAP"), Broadcast Music, Inc. ("BMI"), and SESAC Performing Rights, LLC ("SESAC"). Each of these confidential agreements covers not only the performance rights covered by the § 118 License but also other rights not so covered.

In addition, as noted in separate rates proposals filed by the NRB Music License Committee ("NRBMLC"), one with the Harry Fox Agency ("HFA") and a second with Global Music Rights,

Inc. ("GMR"), K-LOVE, as an entity represented by the NRBMLC, has joined in each of these proposals.

As K-LOVE has agreements in principle with ASCAP, BMI, and SESAC, it is anticipated that any rates for those PROs to be reflected in 37 C.F.R. § 381.6 will not apply to K-LOVE's radio stations but rather K-LOVE will be subject to the terms of its voluntary agreements pursuant to 17 U.S.C. § 118(b)(2)-(3).

While K-LOVE has reached agreements in principle for fees and terms that would apply in the new license period, these agreements have not all been finalized and executed. But, as recited in the filings made with ASCAP, BMI, and SESAC, finalization and execution of the voluntary agreements is sufficiently certain to warrant advising the Judges of these agreements and to forego written direct statements.

Notwithstanding the foregoing, because final written agreements have not yet been executed, K-LOVE respectfully requests that the current November 3, 2026 deadline for filing written direct statements be held in abeyance. This same request is being made in the filings K-LOVE is making with ASCAP, BMI, and SESAC. In those separate filings, the parties agree not to object to an otherwise untimely filing of a direct case in the unlikely event that settlement is not finalized and executed as the parties presently anticipate, they shall work in good faith to ensure written direct statements and subsequent papers are filed within any schedule adopted by the Judges and without undue delay or prejudice. The parties to each agreement will notify the Judges when these agreements in principle are finalized and executed.

Thus, given the agreements in principle with ASCAP, BMI, and SESAC, and the joint proposals submitted by the NRBMLC with HFA and GMR, K-LOVE does not anticipate that it will need to participate in any further litigation in this Proceeding.

Respectfully submitted,

/s/ *David D. Oxenford*
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Counsel for K-LOVE, Inc.

Dated: November 3, 2026

Proof of Delivery

I hereby certify that on Tuesday, November 03, 2026, I provided a true and correct copy of the Report of K-LOVE Inc. on Settlement Status to the following:

American Society of Composers, Authors and Publishers, represented by Sam Mosenkis, served via E-Service at smosenkis@ascap.com

Broadcast Music, Inc., represented by Brian A Coleman, served via E-Service at Brian.Coleman@faegredrinker.com

Catholic Radio Association, represented by Karyn K Ablin, served via E-Service at ablin@fhhlaw.com

Church Music Publisher's Association, Inc., represented by Jack R Hicks, served via E-Service at rush@ktaglaw.com

Global Music Rights, LLC, represented by Scott A Zebrak, served via E-Service at carly@oandzlaw.com

NRB Music Licensing Committee, Inc., represented by Karyn K Ablin, served via E-Service at ablin@fhhlaw.com

National Public Radio, represented by David P Mattern, served via E-Service at dmattern@kslaw.com

Public Broadcasting Service, represented by Wesley E Weeks, served via E-Service at wweeks@wiley.law

SESAC Performing Rights, LLC, represented by Keane Barger, served via E-Service at kbarger@loeb.com

The Harry Fox Agency LLC, represented by James M Smith, served via E-Service at msmith@harryfox.com

Signed: /s/ Keenan P Adamchak