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January 2, 2019

Bob Donnelly, Esq.
Judith Prowda, Esq.
Alida Camp, Esq.
VIA AAA E-Mail

Re: *McAnally v. ASCAP*; AAA Case No. 01-18-0000-5736

Dear Panel:


This letter is in response to your request via the case manager dated December 21, 2018, which included the two questions:

1. Did Mr. McAnally have the right to license any performing rights to the works that are the subject of this dispute to Global Music Rights before ASCAP's License-in-Effect for those works expired?
2. If the answer is yes, did Mr. McAnally license any such rights to Global Music Rights before ASCAP's License-in-Effect for those works expired? Which rights were licensed to Global Music Rights and what were the license dates?

With respect to #1, the answer is no. Works subject to ASCAP's Licenses-In-Effect rule were subject to those licenses-in-effect for the remainder of the duration of each applicable license. For example, ASCAP's radio license expired on December 31, 2016 and Global Music Rights could not and did not license the works subject to this dispute to radio until January 1, 2017. Additionally, some licenses are still in effect through 2019, including NBC, Netflix, Viacom and other services. Global Music Rights may not license the works that are the subject of this dispute to any licensee where licenses remain in effect at ASCAP. Further, it is undisputed that ASCAP was the sole performing rights society that licensed Mr. McAnally's works to radio prior to the end of 2016 with respect to works written prior to that date. *See* Joint Stipulations 17-20; *see also*, Hearing Tr. at 74:18-22 (McAnally); 262:8-17 (Boyle).

Based on those facts, regarding the second question, the answer is still “no” in that Mr. McAnally’s agreement with Global Music Rights contemplated that no licensing of any works could occur until the licenses-in-effect expired. Therefore, no licenses were available to Global Music Rights on the works that are the subject of this dispute until the various conclusions of ASCAP’s licenses. The works licensed through Global Music Rights were limited to those compositions Mr. McAnally wrote after his effective resignation date at ASCAP and which were never subject to any license-in-effect since they were/are newly created compositions post-his affiliation at ASCAP.

Should you have any follow up questions or need further clarification, I am most happy to make myself available for a conference call or to provide additional written responses. Thank you for your consideration of this matter.

Sincerely,

Jason L. Turner

Enclosures

cc: Richard Reimer
Jackson Wagener
Ryan Brain / AAA