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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE APPLICATION OF THE CROMWELL
GROUP, INC. AND AFFILIATES, ET AL.

No. 10 CV 5210 (DLC) (MHD) ←

Related to

No. 41 CV 1395 (DLC) (MHD)

UNITED STATES OF AMERICA,
Plaintiff,

FINAL ORDER

v.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS,
Defendant.

Related to

No. 10 CV 0167 (DLC) (MHD)

In the Matter of the Application for the
Determination of License Fees for

THE CROMWELL GROUP, INC. AND
AFFILIATES, ET AL.,

Pursuant to Section IX of the Second Amended Final Judgment herein; and Applicants The Cromwell Group, Inc. and Affiliates, et al. (collectively, "Applicants") and defendant American Society of Composers, Authors and Publishers (ASCAP), having entered into a settlement agreement in this proceeding resulting in negotiated and agreed-upon forms of ASCAP music performing rights license agreements; and Applicants and ASCAP having agreed that such forms of license agreements lawfully may be entered into by each party to this proceeding; and Applicants and ASCAP having consented to the entry of this Order to carry out the agreements they have reached; and notice of the settlement of this proceeding having been

given to the United States of America and to all "Bound Stations" as defined in Paragraph 2 below,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The form of the ASCAP 2010 Radio Station License Agreement (and its annexed exhibits), attached hereto as Exhibit A, and the ASCAP 2010 Radio Group License Agreement (and its annexed exhibits), attached hereto as Exhibit B (together, the "2010 Licenses"), covering the period January 1, 2010 through December 31, 2016 (the "License Period"), and the final license fees and terms of ASCAP licenses for the period from January 1, 2010 through December 31, 2016, are as agreed to by the parties. The license fees set forth in the 2010 Licenses are reasonable and non-discriminatory for the License Period and comply with the terms of the Second Amended Final Judgment.

2. ASCAP shall provide the ASCAP 2010 Radio Station License Agreement and, as applicable, the ASCAP 2010 Radio Group License Agreement to each Applicant or other radio station owner that has agreed to be bound by the outcome of this proceeding or negotiations on behalf of Applicants by the Radio Music License Committee (RMLC) (collectively, the "Bound Stations"), together with a copy of this Order, so that they shall be received by the Bound Stations no later than February 28, 2012. Each Bound Station shall be deemed licensed under the ASCAP 2010 Radio Station License Agreement or the ASCAP 2010 Radio Group License Agreement and bound by the terms of this Order. Each Bound Station shall sign and return its 2010 License to ASCAP at its offices at One Lincoln Square, New York, NY, within 90 days of receipt of the License by the Bound Station. Attached hereto as Exhibit C is a list of the Bound Stations. ASCAP and Applicants may, by agreement, amend or

supplement the list attached as Exhibit C. In the event of a conflict between the description of Bound Stations set forth in this Order and the attached list, this Order shall govern.

3. Each Bound Station's license fee shall be determined in accordance with the provisions of the ASCAP 2010 Radio Station License Agreement or the ASCAP 2010 Radio Group License Agreement. In addition, the parties have agreed that a \$75 million fee reduction shall be allocated in the manner set forth in Exhibit A to the ASCAP 2010 Radio Station License Agreement. The Court finds this to be an equitable and reasonable methodology for allocating the fee reduction.

4. Entry of this Order is without prejudice to any arguments or positions the Applicants or any other commercial radio station, commercial radio station owner, or ASCAP may assert in any future proceeding to determine what constitutes reasonable blanket license or program-period license fees for commercial radio stations or commercial radio station owners; the terms of such licenses; the methodology for calculating the license fees; or the

reasonableness of the structure of the licenses or license fees, *for the period beginning January 1, 2017 or anytime thereafter.*

5. In connection with administration of the Licenses, some 9,946 radio stations are either represented by the RMLC directly or have otherwise agreed to be bound by the licenses negotiated by the RMLC. The RMLC has incurred and will incur costs in connection with the administration of the Licenses and the RMLC's ongoing representation of radio stations in regard to music performance licenses. To fairly and equitably distribute among all radio stations operating under and benefiting from the Licenses the costs of administration of the Licenses and the RMLC's ongoing representation of the radio industry in regard to music performance licenses, each station licensed pursuant to the ASCAP 2010 Radio Station License

shall pay to the RMLC, beginning with calendar year 2012, on presentation of a statement from the RMLC in conformity with this Order:

(i) \$12 per year if the station's annual broadcast license fees due to ASCAP are less than \$6,500;


(ii) \$120 per year if the station's annual broadcast license fees due to ASCAP are at least \$6,500 and less than \$20,000; and

(iii) \$510 per year if the station's annual broadcast license fees due to ASCAP are \$20,000 or more.

Such payments as provided herein shall be made to the RMLC by September 30 of each calendar year. RMLC may impose a late payment charge of 1% per month from the date the payment was due on any payment that is received by RMLC after the date payment was due, and RMLC may further assess stations for the full amount of costs incurred by the RMLC in connection with collecting such amounts.

6. The Court retains continuing jurisdiction over this proceeding for the purpose of enforcing this Order and the terms, conditions, and obligations of the ASCAP 2010 Radio Station License Agreement and the ASCAP 2010 Radio Group License Agreement.

Dated: January 27, 2012
New York, New York



DENISE COTE
United States District Judge