

2017 Entertainment Law Syllabus

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PLEASE CHECK WWW.NESL.EDU WEBSITE and TWEN EMAIL WEEKLY FOR POSTINGS, ASSIGNMENTS AND POSSIBLE CHANGES *** PLEASE OUT OF COURTESY TO ALL NO CELL PHONES OR TEXTING DURING CLASS. JONES WILL SINGLE OUT INDIVIDUAL USERS.

COURSE TEXTS MATERIAL:

Required:

- Passman, Donald, S. All You Need to Know About the Music Business, Free Press, 2015;
- Contract forms, cases, statutes, articles, whitepapers on the syllabus below as noted.

IN THE NEW ENGLAND LAW LIBRARY:

- Gordon, Steve, [The Eleven Contracts that Every Artist, Songwriter, and Producer Should Know](#), Hal Leonard, 2017
- Litwak, Mark, [Contracts for the Film & Television Industry](#), Silman-James Press, 3rd Edition.
- Bargfrede, Allen, Mak, Cecily, [Music Law in the Digital Age](#), Berklee Press, 2009
- Halloran, Mark, The Musician's Business and Legal Guide, Routledge, Fifth Edition

THE TOPIC: ENTERTAINMENT LAW is an area of practice focused primarily on TRANSACTIONS FOR PERSONAL SERVICES and INTELLECTUAL PROPERTY as well as the ADVICE AND COUNSELING IN and ADMINISTRATIVE PROSECUTION OF INTELLECTUAL PROPERTY RIGHTS.

COURSE DESCRIPTION: IMPORTANT PLEASE READ!!!

THE COURSE COMBINES lecture, discussion, review of entertainment related documents, case study, study of applicable state and federal statutes, administrative procedures for protecting copyrights and trademarks, negotiations of transactions, drafting of entertainment documents.

The New England Law Boston/Entertainment Law course concentrates primarily on the MUSIC INDUSTRY and the legal and business issues in connection with musicians, record companies, personal managers, agents, music publishing companies, record producers, licensing of music for television, film and video games, and digital/technology music issues. ENTERTAINMENT TOPICS in the course may also include TV, film, sponsorship and literary property rights and issues. A speaker or panel may be invited to present to the class and attendance to this class is required. Students are also expected to attend any make up classes with attendance will be taken. Copyright Law is a pre or co-requisite. Trademark is strongly recommended.

CLASS FORMAT:

- Class participants will be divided into [4-5 person law panels](#) which are responsible for leading the class discussion and responding to course material for that specific class as indicated in the course calendar 2017 below. The applicable law panel will also be assigned fact patterns for negotiation/drafting assignments per below. Law panels are expected to meet to review and prepare OUTSIDE OF CLASS PRIOR TO CLASS. Law Panel assignments are posted on TWEN.
- Each law panel will review, prepare and negotiate two transactions during the semester.
- Class participants will then draft two contracts/deal memos which result from the transactions. Additionally, class participants will submit one application for copyright or trademark registration during the semester detailed in the class assignment below.
- Objectives of Entertainment Law course: To present, study, analyze, discuss, and apply the rule of law as it relates to transactions and issues in Entertainment and Intellectual Property focusing on the law as it relates to Entertainment, using case law, applicable Copyright and Trademark Statutes, US Patent and Trademark Office and Copyright Office websites and legal contract and licensing forms derived from private practice in Entertainment Transactions. To familiarize students with Entertainment Law practice and foster ethical lawyering skills thereto by allowing for two class group ROLE PLAY negotiations of two Entertainment transactions for personal services and intellectual property related to Entertainment. For the purpose of acquiring legal drafting skills in Entertainment Contracts/Licenses, to follow up the negotiation exercises with student drafts of contracts/deal memo terms reflecting outcomes of the Entertainment Role play transactions. Finally, to allow students to explore and expand their awareness and interest in Entertainment related legal and business issues through group presentations/discussions on a current legal topic in the field of Entertainment.

GRADING:

- ***THE FINAL EXAM. THE FINAL EXAM IS THE PRIMARY BASE OF YOUR GRADE in the course. The final take home exam is based on a real life legal scenario (or a combination thereof) occurring in Jones' law practice. The goal of the final exam is to analyze the issues, counsel the client and prepare applicable documents if directed.***
- ***IN CLASS NEGOTIATION EXERCISES: You will role play negotiating two transactions during the course which are based on real client matters. Your preparation, participation, professionalism, and ability to close the deal or advise the client will factor into your grade. Any absence for the in class negotiation must be previously excused by Jones in writing and a written or video analysis of the transaction must be received by Jones by the assignment date or penalty will ensue. Your performance in the in class negotiation exercises will factor in to your grade.***

- **WRITING ASSIGNMENTS.** *Your on-time delivery and performance on the WRITING ASSIGNMENTS will be assessed and factored into your grade. YOU WILL RECEIVE A CHECK PLUS for above average, CHECK for average, or CHECK MINUS for below average. The writing assignments are based on the results of the TWO transactions and ONE COPYRIGHT or TRADEMARK application as assigned.*
- **LAW PANEL TOPIC PRESENTATION:** *Your law panel will select a relevant legal/business topic in entertainment topic, submit to Jones for approval and you will present to the class. Topics may concern pending cases, technology issues, business developments, etc. Your presentation must not exceed 20 minutes.*

***** A STUDENT'S EXTRAORDINARY IN-CLASS PARTICIPATION (determined in Jones' sole discretion) may result in a ONE BUMP INCREASE IN HIS OR HER FINAL GRADE.**

NOTES ON GRADING:

NEGOTIATING: This is a role play exercise, therefore, please be courteous and transact as you would in real life. The goal is to reach agreement if possible and to move swiftly through the deal terms. You have five minutes to review terms as a law panel and 20 minutes to present and negotiate with the other side. **PLEASE BE ADVISED if you are representing the offeree of the terms, you will be at a disadvantage since you will not have long to prepare your response in class –therefore, prepare accordingly for all possible, potential and appropriate offers and be prepared in advance with your responses.** All panels must determine non-negotiable terms, fall back positions and what they are willing to give and take in order to move swiftly through the transaction prior to the in class exercise. **DO NOT LINGER ON ONE TERM-MOVE ON!**

DRAFTING DOCUMENTS: Most law students are on a learning curve with respect to drafting legal documents. Please treat the drafting as if you are a legal intern for an entertainment lawyer, company or starting your own entertainment law practice without help. Research thoroughly and use as many resources as possible. **DO NOT HESITATE** to contact Jones with questions. **YOU MAY RESUBMIT THE ASSIGNMENT IF YOU ARE NOT SATISFIED WITH YOUR FIRST ATTEMPT.**

IN-CLASS TOPIC PRESENTATION: Every law panel will present a relevant topic of choice. Each member of the panel should present appropriate selected information. Panels are allowed 25 minutes each, therefore, please time your presentation beforehand so that each panel member will have adequate time to present. Panels will be cut off at 25 minutes. You will be graded on content, quality, and ability to effectively present.

FINAL EXAM: The exam is a take home in which you will have a period of approximately 12 days to complete, including two weekends. You are encouraged to use materials from the course, books in the New England Law Library, and any and all outside sources, including any research/information you choose from forms, law review articles, newsletters, blogs, etc.

2017 FINAL EXAM REVIEW: JONES reviews exams one on one with students and is only available for a limited time TBA in 2018 to review exams individually.

I THANK ALL OF YOU WHO HAVE SIGNED UP FOR THIS COURSE AND AM GRATEFUL TO BE HERE TO SHARE MY 25 YEARS OF LAW PRACTICE AND MUSIC AND RELATED ENTERTAINMENT INDUSTRY KNOWLEDGE, EXPERTISE AND REAL LIFE STORIES. I UNDERSTAND AND RESPECT THAT YOU WANT AND NEED TO USE YOUR DIGITAL EQUIPMENT AND I HONOR THAT. HOWEVER, I WOULD BE EXCEEDINGLY GRATEFUL IF YOU WOULD RESPECT MY REQUEST BELOW.

I AM EXTREMELY DISTRACTED BY STUDENT UNRELATED INTERNET ACTIVITIES (defined herein as including but not limited to “WEB SURFING, TEXTING, FACEBOOK AND EMAIL”), THEREFORE, **RESPECTFULLY** PREFER THAT WHERE EVER POSSIBLE, STUDENTS PRINT OUT MATERIALS/CLASS READING ASSIGNMENTS AND BRING TO CLASS FOR DISCUSSION. FOR THOSE UNABLE TO AFFORD PRINTING COSTS, LAPTOPS WILL BE ALLOWED IN CLASS FOR THE SOLE PURPOSE OF FACILITATING DIGITAL ACCESS TO STATUTES, CASES, AND ARTICLES. MOST STUDENTS IN PREVIOUS YEARS’ CLASSES HAVE HONORED THIS REQUEST AND TAKE NOTES RATHER THAN USE LAPTOPS. NOTWITHSTANDING THE FOREGOING, IN THE EVENT STUDENTS ENGAGE IN UNRELATED INTERNET ACTIVITIES, JONES WILL SINGLE OUT THE STUDENT AFTER CLASS AND BAN ALL LAPTOPS HENCEFORTH FOR THE DURATION OF THE COURSE.

THANK YOU FOR BEING CONSIDERATE!

ENTERTAINMENT COURSE CALENDAR, 2017

AUGUST 22: CLASS 1: THE NITTY GRITTY: HOW THE BIZ WORKS: LAW PANEL 1 ON DECK

TOPIC: Entertainment as a specialty practice area; Music Industry Overview; Discussion of Entertainment Transactions, generally and best practices.

READING

- Passman, Chapters 2-6, pgs. 1-60
- [Lefsetz Letters 1-4](#)

DISCUSSION: Roles of Talent Team, Terms of PERSONAL MANAGEMENT AGREEMENTS, trends in musical genres

AUGUST 29: CLASS 2: HAVE YOUR PEOPLE CALL MY PEOPLE: LAW PANEL 2 ON DECK

TOPIC: Agents, Managers, Lawyers in Entertainment and State Statutes governing activities

READING

- [Abdo, Agents, Managers and Lawyers: A Roadmap for the Entertainment Attorney, 14 Entertainment & Sports Lawyer 3 \(Fall 1996\).](#)
- [Reznor v. J. Artist Mgt., Inc., 365 F. Supp. 2d 565 \(S.D.N.Y. 2005\).](#)

- [Park v. Deftones, 71 Cal. App. 4th 1465, 84 Cal. Rptr. 2d 616 \(1999\).](#)
- **Agency License Statutes** in New York, California and Massachusetts (Downloadable Packet of all statutes here.)
 - New York
 - N.Y. Gen. Bus. Law Sections [170](#), [171](#), [172](#), [181](#), [185](#), [187](#), [189](#)
 - California
 - Cal. Labor Code Sections [1700.3](#) [1700.4](#) [1700.5](#) [1700.23](#), [1700.24](#), [1700.25](#), [1700.26](#),
 - Cal. Labor Code Sections [1700.41](#), [1700.44](#), [1700.45](#)
 - Massachusetts
 - Massachusetts Talent Agency Act
 - [Massachusetts General Laws, Chapter 140, §180A.](#)
 - [Massachusetts General Laws, Chapter 140, §180B](#)
 - [Massachusetts General Laws, Chapter 140, §180C](#)
 - [Massachusetts General Laws, Chapter 140, §180D](#)

DISCUSSION: Roles of Personal Managers and Agents, ramifications for violating state statutes and best practice issues in counseling clients in connection with case law and rule of law

SEPTEMBER 5: CLASS 3: WORKING THE DEAL. ALL LAW PANELS ON DECK.

TOPIC: IN-CLASS Negotiation of the MATERIAL TERMS of a Personal Management Agreement. Drafting of LONG FORM Personal Management Agreement.

READING; PREPARATION FOR NEGOTIATION OF PERSONAL MANAGEMENT TRANSACTION OUTSIDE OF CLASS; DRAFTING OF PERSONAL MANAGEMENT AGREEMENT

READING:

- From TWEN [Schedule 1](#): BACKGROUND: Creating a Win-Win Situation
- From TWEN [Schedule 2](#): TEMPLATE: Personal Management Material Deal Terms
- Passman, REVIEW Chapter 3
- NEGOTIATE DEAL USING FACT PATTERN/TRANSACTION 1: [SCHEDULE 2](#)
- DRAFT PERSONAL MANAGEMENT AGREEMENT LONG FORM DUE BY EMAIL DELIVERY ON OR BEFORE TUESDAY, SEPTEMBER 19

IN CLASS NEGOTIATION:

1. **THE PERSONAL MANAGEMENT DEAL : *NEGOTIATE THE DEAL MEMO-* (ONLY THE MATERIAL TERMS AS FOUND ON [SCHEDULE 2](#))**

Diamond Management –w- Babes in Texting

Law Panel 1 : represents Manager (offeror of terms)

Law Panel 2: represents Artist

Scotty K Management –w- Wonder Full

Law Panel 3: represents Manager

Law Panel 4: represents Artist – (offeror of terms)

FORMAT:

Outside of Class Preparation: Each law panel prepares the material terms of management agreement considering opposing side responses and fall back positions, non-negotiable terms and gives.

In class procedure of Transaction Synopsis: * Five minutes review, Panels 1 and 4 present offers. Breakout where panels 2 and 3 review and prepare response. Panels 1 and 4 review possible fall back positions during break out. **NEGOTIATION.** Panel 2 responds and 1 and 2 negotiate and come to agreement. Panel 3 responds and Panels 3 and 4 negotiate and come to agreement.

TRANSACTION ORAL PRESENTATION TIMES – STRICTLY ENFORCED.

4:10- BREAK OUT ALL GROUPS- 5 minutes

4:15: OFFEROR PRESENTS -10 minutes (offeree notes)

4:25: OFFEROR PRESENTS-10 minutes (offeree notes)

4:35: BREAK OUT: OFFEREES DISCUSS, OFFERORS DISCUSS FALL BACK TERMS – 10 minutes

4:45: GROUPS 1 and 2 NEGOTIATE- 30 minutes

5:15: GROUPS 3 and 4 NEGOTIATE-30 minutes

5:50 wrap up discussion

A VOLUNTEER FROM A NON NEGOTIATING PANEL WILL NOTE TERMS ON THE WHITEBOARD.

PERSONAL MANAGEMENT CONTRACT: DRAFT LONG FORM AGREEMENT FROM RESULTS OF THE IN CLASS DEAL MEMO NEGOTIATION

DRAFTING ASSIGNMENT 1: DUE ON OR BEFORE SEPTEMBER 19 submitted individually by email to Jones at patti@pattijones.com.

Jones will return the long form management agreements with any applicable comments on or before October 3.

SEPTEMBER 12: CLASS 4: © ROUND-UP: ALL PANELS ON DECK.

TOPIC: IP Overview: Advising Entertainment Clients on Intellectual Property and Related Rights: **COPYRIGHT**

READING 1: COPYRIGHT

- Passman: Chapter 15: Copyright Basics, Page 210 -218
- The Copyright Act of 1976. (17 U.S.C). Read Sections [101](#), [102](#), [103](#), [104](#), [104A](#), [105](#), [106](#), [106A](#), [107](#), [109](#), [114](#), [115](#)
- Sections [202](#), [204](#)
- Section [302](#)

DISCUSSION: THE MATTER OF COPYRIGHT. What is a copyright? What are the bundle of rights? How do they relate and how are they important? What is the practical function of copyright in entertainment? What subject matter is protectable? Who owns the work? By what legal vehicles are rights granted or transferred? What are the business applications with respect to the copyright law in relation to properties? What is a mechanical license?

READING 2: CASES: SELECTED COPYRIGHT DECISIONS GUIDING BEST PRACTICE IN ADVISING CLIENTS AND PROTECTING IP RIGHTS

LAW PANELS 1 AND 2: WORK FOR HIRE AND JOINT WORK

- [Lulirama LTD, Inc. v. Axxess Broadcast Services, Inc.](#) 128 F.3d 872 (5th Cir. 1997).
- [F.B.T. Prods., LLC v. Aftermath Records](#), 621 F.3d 958 (9th Cir. 2010).
- [Garcia v. Google, Inc.](#), 786 F3d 733 (9th Cir. 2010).
- [Morrill v. Smashing Pumpkins](#), 157 F. Supp. 2d 1120 (C.D. Cal. 2001).

LAW PANELS 3 and 4: FAIR USE and INFRINGEMENT

- [Campbell v. Acuff-Rose Music, Inc.](#), 510 U.S. 569 (1994).
- [VMG Salsoul, LLC v. Ciccone](#), 824 F.3d 871 (9th Cir. 2016).
- [Bridgeport Music, Inc. v. Dimension Films](#), 410 F.3d 792 (6th Cir. 2005).

- [Bright Tunes Music Corp. v. Harrisongs Music, Ltd.](#), 420 F. Supp. 177 (S.D.N.Y. 1976), aff'd sub nom. [ABKCO Music, Inc. v. Harrisongs Music, Ltd.](#), 722 F.2d 988 (2d Cir. 1983). (Read Both.)
- [Williams v. Bridgeport Music, Inc.](#), No. LACV1306004JAKAGRX, 2015 WL 4479500, (C.D. Cal. July 14, 2015).
(also known as Thicke v. Gaye).
 - [The Jury in the 'Blurred Lines' Case Was Misled](#). BY WENDY GORDON, BOSTON UNIVERSITY. (Newsweek, March 18, 2015).
 - [Mark D. Passin, Reading Between The 'Blurred Lines': Copyright Takeaways](#). (Law360 - Intellectual Property, July 17, 2015.)
 - [Jury Instructions](#).
- [Skidmore v. Led Zeppelin](#), No. CV153462RGKAGRX, 2016 WL 1442461(C.D. Cal. Apr. 8, 2016).
 - [Plaintiffs Amended Complaint](#).
 - ["Led Zeppelin win in 'Stairway to Heaven' trial"](#) Rolling Stone, June 23, 2016.

DISCUSSION: Best Practice. Why are the decisions in the above cases critical to advising clients in their creation of or protection of intellectual property rights? What is the best practice in advising on 1) Joint Works 2) Work for Hire v. Assignment 3) Sampling 4) Inferring the style or substance of another creator's work?

SEPTEMBER 19: CLASS 5: FOGHAT OR LONESOME DAVE'S FOGHAT, Will the Real Foghat Please Stand Up? ALL LAW PANELS ON DECK. .

TOPIC: IP Overview: Advising Entertainment Clients on Intellectual Property and Related Rights: **TRADEMARK AND RIGHTS OF PUBLICITY**

READING:

- **THE LANHAM ACT**
 - [15 U.S.C. Section 1127](#) [SECTION 45 of the 1946 Act]
 - [15 U.S.C. Section 1125 \(a\) \(1\) \(A\)](#) [SECTION 43(a) of the 1946 Act]
 - [15 U.S.C. Section 1114\(1\)](#) [Section 32(1) of the 1946 Act]

- www.USPTO.gov REGISTERING A TRADEMARK, Searching trademarks, click apply online – review trademark application; trademark classes and identifications which apply in entertainment generally – search various music service and trademarks such as 21 Pilots, The Beatles, Kid Rock and Interscope Records and film franchises such as Harry Potter/Star Wars, TV shows such as Orange is the New Black. Review the goods and services that the trade and service marks cover.

DISCUSSION: What is the function of trademark in entertainment? Why is it critical? How is use determined? Who are the owners? What properties qualify for trademark protection? What are the legal consequences of trademark protection? What are rights of publicity and why are they important?

CASES: LAW PANELS 1 AND 2

- [DC Comics v Kryptonite Corp., 336 F. Supp. 2d 324 \(S.D.N.Y. 2004\).](#)
- [Foxworthy v. Custom Tees, Inc., 879 F. Supp. 1200 \(N.D. Ga 1995\).](#)
- [Orion Pictures Co, Inc. v. Dell Pub. Co, Inc., 471 F. Supp. 392 \(S.D.N.Y. 1979\).](#)
- [Mattel, Inc. v. MCA Records, Inc., 296 F.3d 894 \(9th Cir. 2002\).](#)

CASES: PANELS 3 and 4

- Rights of Publicity:
- [Midler v. Ford Motor Co., 849 F.2d 460 \(9th Cir. 1988\).](#)
- [AFL Philadelphia LLC, and Jon Bongiovi, Jr. v. Joseph E. Krause, Jr., 639 F. Supp.2d 512 \(E.D. PA 2009\).](#)

DISCUSSION: Best practice. How do the above decisions apply to the business of entertainment?

SEPTEMBER 26: CLASS 6: IN THE BEGINNING, THERE WAS SONG: LAW PANEL 4 ON DECK AND ALL LAW PANELS ON DECK FOR HYPOS.

TOPIC: The elements of Music Publishing-studying THE COMPOSITION, its creation, protection, and exploitation.

Reading:

- Passman, Chapters 16-19, Pages 219-312

- Prepare Hypotheticals: [Schedule 4](#) from TWEN
- Halloran, Mark, The Musician's Business and Legal Guide, Routledge, Fifth Edition

DISCUSSION: What is music publishing? What are the copyright issues involved in music publishing? What are the licensing issues involved in publishing? What royalties are collected? How has digital technology affected the collection of publishing royalties? What are the best practices in advising clients with respect to MUSIC PUBLISHING?

OCTOBER 3: CLASS 7: FOR BETTER OR WORSE, The Marriage between Record Company and Artist: LAW PANELS 1 and 2 ON DECK

TOPIC: Exclusive Recording Agreements. Independent Recording Agreements v. Major Label Recording Agreements.

READING:

- [Schedule 3](#) from TWEN, INDEPENDENT LABEL EXCLUSIVE RECORDING AGREEMENT (Discussion on **Definitions, Term, Recording Obligations, Grant of Rights, Recoupable Costs**).
- [2015 RECORDING AGREEMENT OF INDEPENDENT RECORD COMPANY.](#)
- [MUSIC BIZ DECODES U.S. MUSIC ROYALTIES. \(High resolution file of infographic.\)](#)
- [Reading From MusicBiz.org. A Quick Guide to Getting Paid as a Musician.](#)

BACKGROUND (optional)

- [Media Whitepaper: Mulligan, Mark: On Demand, In Demand, Meeting the Needs of the on-demand fan.](#)
- Passman, Chapters 7-9 pgs. 63-102-

DISCUSSION: What rights does a musical artist convey in a recording agreement? Why do record companies exist? What are the benefits and disadvantages of this contractual relationship? Law Panel 1: Representing the Artist: Review the material terms of the Exclusive Recording Agreement and explain to your client why this is a good or bad contract. Law Panel 2: Representing the Recording Company, explain why you drafted the contract in this manner.

Tuesday, October 10 NO CLASS.

October 17: CLASS 8. SO YOU WANT TO WORK WITH KANYE? RECORD PRODUCERS : LAW PANEL 3 ON DECK.

TOPIC: The role of the Record Producer in the modern music industry. The types of legal contracting between Record Producers, Production Companies, and Artists.

READING:

- Passman, Chapter 11, Page 120-127 & Chapter 14, pg. 189-200.
- [Gordon, The 11 contracts that every artist, songwriter, and producer should know. \(On reserve in the library.\)](#) Review Producer Agreements, Chapter 5.
- Halloran, Mark, The Musician's Business and Legal Guide, Routledge, Fifth Edition. (Stuart, Producer Agreements Are Stupid. Chapter 20 In Halloran book on reserve in the library.)

DISCUSSION: What contracting scenarios apply to producers and artists? What are the optimal contractual relationships for producers and artists?

OCTOBER 24: CLASS 9. MORE BUSINESS!! WORKING THE NEXT DEAL: THE PRODUCER/ARTIST AND THE MUSIC PUBLISHING DEAL: ALL LAW PANELS ON DECK

TOPIC: Analyzing and Negotiating Music Publishing and Record Producer Agreements, best practices

READING:

- [TWEN Schedule 1](#): BACKGROUND: Creating a Win-Win Situation
- [TWEN Schedule 5](#): Transaction 2
- **REVIEW** Passman, Chapters 11, 14, 16-19, pgs. 343-362
- **DRAFT A SHORT DEAL MEMO MEMORIALIZING THE TERMS YOUR PANEL NEGOTIATED, DUE BY EMAIL DELIVERY ON OR BEFORE TUESDAY, November 7.**

IN CLASS NEGOTIATION:

**MUSIC PUBLISHING AGREEMENT
RECORD PRODUCER AGREEMENT: *NEGOTIATE THE DEAL MEMO of
MATERIAL TERMS***

FORMAT:

TRANSACTION ORAL PRESENTATION TIMES – STRICTLY ENFORCED.

4:10- BREAK OUT ALL GROUPS- 5 minutes
4:15: OFFEROR PRESENTS -10 minutes (offeree notes)
4:25: OFFEROR PRESENTS-10 minutes (offeree notes)
4:35: BREAK OUT: OFFEREES DISCUSS, OFFERORS DISCUSS FALL BACK TERMS – 10 minutes
4:45: GROUPS 1 and 2 NEGOTIATE- 30 minutes
5:15: GROUPS 3 and 4 NEGOTIATE-30 minutes
5:50 wrap up discussion

Music Publishing Agreement: Yin and Yang –w- Koko

Law Panel 2: You represent the Record Producers and Writers, Yin and Yang. (Offeror)

Law Panel 1: You represent the Artist and Writer, Koko

Law Panel 4: You represent Producer/Writer Chris Cob (Offeror)

Law Panel 3: You represent Artist/Writer David Best p/k/a “Chalice”

ASSIGNMENT:

DRAFT A 1-2 PAGE DEAL MEMO OUTLINING THE FINAL MATERIAL TERMS THAT WERE NEGOTIATED IN-CLASS IN THE APPLICABLE DEAL. ASSIGNMENT DUE TO JONES by email on or before NOVEMBER 7.

OCTOBER 31: CLASS 10. KIDS and THE MUSIC IN THAT BMW AD IS RAD! LAW PANEL 4 ON DECK.

TOPIC: Child Performers and Music for Film, TV and Advertising

READING:

- Passman, Chapter 31 first, then Chapters 28-30, pages 416-455.
- Passman, Chapter 22, pgs. 343-362.
- Minors in NY and CA: in general:
<http://www.dianekrausz.com/uploads/7/5/0/2/7502051/book-chapter.pdf>
- New York Arts and Cultural Affairs Law, [N.Y. ACA. LAW § 35.03](#)
- MA Statute: [Massachusetts General Law Chapter 231, §85 P1/2](#)
- *CA Family Code [6750](#), [6751](#), [6752](#), [6753](#)
- TN Statute: [Tennessee Protection of Minor Performers Act 50-5-201-222](#)

DISCUSSION. Best practice and issues involved in working with minors and their parents in entertainment; issues involved in the clearing rights for music for audio visual synchronization – film, tv, and advertising including digital rights.

NOVEMBER 7: CLASS 11. HEY, TV LAND, THAT WAS MY IDEA BUT NO WORRIES, I MADE THE BACHELOR!! ALL PANELS ON DECK.

TOPIC: Idea Submission for commercial exploitation in entertainment and TV Talent Agreements.

READING:

- [Montz v. Pilgrim Films and Television, 53 B.C.L. Rev. E. Supp. 209 \(2012\).](#)
- [Buchwald v. Paramount Pictures Corp., No. C 706083, 1990 WL 357611 \(Cal. Super. Ct. Jan. 8, 1990\)](#)
- [Reality Show Talent Contract 2015.](#)

DISCUSSION: Best practice involved in protecting clients' rights to protectable ideas. Material terms of participants in unscripted TV shows and net series.

NOVEMBER 14: CLASS 12. FILING A COPYRIGHT REGISTRATION AND A TRADEMARK REGISTRATION for music related intellectual property. ALL PANELS ON DECK.

READING:

- [TrademarkandCopyrightblog.com Registration v. Application: A Copyright Circuit Split](#), posted by David Kluft, Esq.,Foley, Hoag, May 30, 2017.
 - Administrative: Log on to the US Copyright Office website www.copyright.gov and create a user account for Electronic Filing. Please see [TWEN SCHEDULE 6](#) HYPO. CREATE A REGISTRATION APPLICATION for the projects listed assigned to your Law Panel on [TWEN Schedule 6](#) and explain your analysis and process.
 - Administrative: [TWEN SCHEDULE 6](#) HYPOS. Analyze the hypothetical assigned to Law Panel. Log on to www.USPTO.gov. Create a trade or service mark registration application and explain your analysis.
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NOVEMBER 21: CLASS 13. COURSE REVIEW and COURSE EVALUATION

NOVEMBER 28: CLASS 14. IN CLASS PRESENTATIONS, FINAL TAKE HOME EXAM DISTRIBUTED IN CLASS-FINAL EXAM DUE: December 11.
