

SIEGEL ON ENTERTAINMENT LAW

EDITORS-IN-CHIEF
DIANE F. KRAUSZ, ESQ.
ROSEMARIE TULLY, ESQ.

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Editors-in-Chief

Diane F. Krausz, Esq.
Rosemarie Tully, Esq.

Contributing Authors

Judith B. Bass, Esq.
Alexia Bedat, Esq.
Joyce Sydnee Dollinger, Esq.
Joan S. Faier, Esq.
David H. Faux, Esq.
Donald R. Friedman, Esq.
Robert C. Harris, Esq.
Marc Jacobson, Esq.
Pamela C. Jones, Esq.
Edward Klaris, Esq.
Scott R. Lazarus, Esq.
Michael J. Perlstein, Esq.
Bethany L. Rabe, Esq.
Karen M. Robson, Esq.
Frank P. Scibilia, Esq.
Howard Siegel, Esq.
F. Robert Stein, Esq.
Mark G. Tratos, Esq.
Mary Ann Zimmer, Esq.

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Joan S. Faier, Esq.
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Marc Jacobson, Esq.
Joyce Sydnee Dollinger, Esq.

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Howard Siegel, Esq.

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Mark G. Tratos, Esq.

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David H. Faux, Esq.

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Alexia Bedat, Esq.

Edward Klaris, Esq.

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Frank P. Scibilia, Esq.

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Mark G. Tratos, Esq.

Bethany L. Rabe, Esq.

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Robert C. Harris, Esq.

Scott R. Lazarus, Esq.

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Joan S. Faier, Esq.

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Alexia Bedat, Esq.

Edward Klaris, Esq.

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PREFACE

Editors' Note: With the publication of this edition we are pleased to announce the new title: *Siegel on Entertainment Law*, in recognition of the many years that Howard Siegel served as Editor-in-Chief, and with great appreciation for his preeminence in the field of Entertainment Law and his continued role as beloved teacher, mentor, and leader in the profession. This compilation honors the excellence of prior editions and continues the custom of bringing together distinguished practitioner-authors to share their knowledge, expertise, and insight, while looking forward with a view toward the ever-evolving and expanding definition of Entertainment Law. To that end, we have added chapters on *Fashion Law* and *Virtual Reality, Augmented Reality, and the Law*.

Since the last edition was published in 2013, there has been an enormous transformation in long-established segments of our field, particularly in how books are published, how music is distributed, and how film and television are produced and viewed. We are pleased to include updated and new chapters that reflect these expansions. As technological developments continue to thrust us into uncharted territory at lightening speed, in this and future updates and editions, we will strive to provide the reader with timely information as the law and practice evolve, and as relatively “new” areas, such as gaming and e-sports, come to the fore.

We humbly look forward to continuing in the tradition of our predecessor, Howard Siegel, as expressed in his words from the very first edition of this work. Here, then, just as it first appeared in 1989, is the Preface to this edition, aptly titled *Siegel on Entertainment Law*:

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You will find in what follows something of a departure from other treatises on entertainment law—or for that matter, on other areas of practice.

These chapters are as stylistically eclectic as the variety of topics covered. The reason for this has a lot to do with a more or less laissez-faire approach to that aspect of the editing process. There is little sense, it seems to me, in trying to achieve a conformity of style simply for its own sake. Furthermore, the distinguished authors represented here render unnecessary, and arguably even presumptuous, the notion of any significant editorial undertaking.

There is another reason for the somewhat unconventional style of this book. The goal of this collective effort is to convey its substantial informa-

tive content in as interesting and entertaining a package as possible. This approach is the implementation of a belief that the effectiveness of the message is directly proportionate to the reader's enjoyment of the manner in which the message is conveyed.

The hope is therefore consistent with the approach—that you will learn from what follows and, if we have achieved our complete objective, that you will find enjoyment in the process.

Diane F. Krausz
Rosemarie Tully
Editors-in-Chief

ABOUT THE EDITORS-IN-CHIEF

DIANE F. KRAUSZ, ESQ.

Diane Krausz's firm represents businesses and individuals in the entertainment industry with an emphasis in theater, film, television, talent representation/negotiation, intellectual property, merchandising and production agreements. A graduate of the Wharton School and Fordham Law School, and having practiced as a licensed CPA, Ms. Krausz has written many articles in leading industry publications and is a frequent guest lecturer and leader at professional seminars, bar associations, and universities. She served as the most recent past Chair of the New York State Bar Association's Entertainment, Arts and Sports Law Section (EASL). She is a long-standing member of the New York State Bar Association's Committee on Continuing Legal Education, Co-Chair of EASL's Theater and Performing Arts Committee, and New York Women in Film and Television. Ms. Krausz is also the Entertainment Law Section representative of the newly formed NYSBA Cannabis Law Committee. She has been recognized consistently as a New York Metro Super Lawyer.

ROSEMARIE TULLY, ESQ.

Rosemarie Tully focuses her practice on entertainment-related matters involving independent film, music, literary works, copyright, publishing, and corporate/business organization and operation. Her clients include Grammy Award recipients, Rock & Roll Hall of Fame inductees, award-winning independent film producers, published authors, and major league sports figures. Involved in bar associations and the community, Ms. Tully is a past Chair of the Entertainment, Arts & Sports Law Section of the New York State Bar Association, a member of its House of Delegates and its CLE Committee, an adjunct professor of Entertainment Law at Touro Law Center (New York), a member of New York Women in Film and Television, and a speaker at industry, business and community events.

ABOUT THE AUTHORS

JUDITH B. BASS, ESQ.

Judith B. Bass is a media and entertainment attorney with over 30 years of experience at a firm, in-house, and as a business affairs executive at premier media and entertainment companies. She currently has her own practice dedicated to addressing the needs of companies and individuals in the creative community. She focuses on literary publishing and option deals, television, film, animation, theater, digital media and licensing. Her clients include major book and magazine publishers, authors, content creators and developers, children's television and film producers and property owners, reality show producers and talent, television chefs and cookbook authors, documentary film producers and directors, non-profit theater, licensing companies and digital media entities.

Ms. Bass started her career at the law firm of Rogers & Wells (now Clifford Chance). She then spent over 12 years at Time Inc., first in the Law Department, where she served as Associate General Counsel. She left the Law Department to become the first and only Director of Business Affairs for her clients, *Sports Illustrated* and *Sports Illustrated for Kids* magazines. She then joined CBS as Vice President of Business Affairs at CBS Enterprises, where was responsible for the structuring and negotiation of all contractual arrangements for CBS Broadcast International, CBS Video, and CBS Consumer Products. After leaving CBS, she became the Vice President of Business and Legal Affairs of Marvel Enterprises, working on matters involving Spider-Man and other members of Marvel's vast character library.

Ms. Bass served as Chair of the Entertainment Law Committee of the New York City Bar from 2013 to 2016. She is a member of the Executive Committee of the Entertainment, Arts and Sports Law Section (EASL) of the New York State Bar Association and Co-Chair of the EASL Literary Works Committee. She is also a member of the Media Law Resource Center, the Author's Guild, and New York Women in Film and Television. She is a frequent speaker on bar association and industry panels. She was selected as a member of Super Lawyers for New York in Entertainment & Sports.

ALEXIA C. BEDAT, ESQ.

Alexia C. Bedat is an associate at Klaris Law, based in New York, focusing her practice on content review, media law, privacy, intellectual property, fair use, and virtual and augmented reality technologies. Prior to joining Klaris Law, Ms. Bedat worked as a law clerk at BuzzFeed, where she sup-

ported the news team. She has also worked with law firms specializing in media law in both London and Paris. Alexia has been involved in the VR & AR space since 2016, speaking on these issues at a number of conferences, including the New York State Bar Association, University of Washington's 2017 Patent and Intellectual Property Law Summer Institute, AR in Action (MIT), and, most recently, South by Southwest (SXSW–Austin).

JOYCE SYDNEE DOLLINGER, ESQ.

Joyce Sydnee Dollinger is a solo practitioner currently working with the law firms of Marc Jacobson, P.C. and Alter, Kendrick & Baron, LLP providing counsel in various areas such as copyright terminations, music publishing, minor contract court approvals, film production, DMCA take-down notices and other music and business agreements.

Prior to working with those law firms, Ms. Dollinger was of counsel at the AV-rated law practice, Dollinger, Gonski and Grossman, providing transactional legal and business consulting services to a myriad of clients. She has advised companies from startups to entertainment conglomerates as well as artists, managers and music producers on recorded music, music publishing, copyright law, licensing and clearances, live events, merchandising, business contracts and technology. Additionally, Ms. Dollinger has worked with many independent musicians and for music and media businesses such as Arista, Barry Katz Entertainment, BMG Special Products, Cyber PR, Island Records, Motown, Palm Pictures, Panache Booking, LLC, Relix Magazine, RykoDisc and Whitesmith Entertainment.

As an entrepreneur, she co-founded and launched music management companies, record labels and concert promotion businesses. Further, with a passion for combining music, environmentalism and philanthropy, Ms. Dollinger works with Wear Your Music, a company that collects and recycles used guitar strings into bracelets for sale, from which net profits go to a charity of the musicians' choice.

Ms. Dollinger serves as an elected Board Member of the New York chapter of the Association of Independent Music Publishers and is on the Executive Committee of the New York State Bar Association, Entertainment Arts and Sports Law Section, serving as Co-Chair of Membership and Recorded Music. She received her law degree from the University of Miami and a bachelor's degree in International Relations and Russian from Bucknell University. She is admitted to practice in New York and Florida.

JOAN S. FAIER, ESQ.

Joan Faier is an attorney with a background in book publishing, cable television, and advertising who has also been a professional journalist. She worked as in-house counsel for Random House and The Interpublic Group of Companies, a holding company for advertising agencies, and as a business and legal affairs and standards and practices lawyer for the Lifetime cable television network. She has held a variety of positions as a journalist, including Deputy Managing Editor of *The National Law Journal*. Ms. Faier is a member of the Executive Committee of the New York State Bar Association's Entertainment, Arts and Sports Law Section (EASL) and is Co-Chair of EASL's Committee on Literary Works and Related Rights. She has previously served on the New York City Bar Association's Entertainment Law Committee, Copyright & Literary Property Committee, and Consumer Affairs Committee, which includes coverage of advertising law issues. Ms. Faier has a B.A. from Yale University, a M.S. from Columbia University's Graduate School of Journalism, and a J.D. from Georgetown University Law Center.

DAVID H. FAUX, ESQ.

David H. Faux practices Intellectual Property, Entertainment, Art, and Business/Commercial Law. His past and present clients include individuals and organizations involved in such creative industries as fashion, jewelry, cosmetics, theatre, intuitive counseling, sports and fitness, visual arts, and film. He also represents the intellectual property concerns of brokerage firms, public relations firms, online "app" companies, antique dealers, vineyards, and more. He serves on the Executive Committee for the New York State Bar Association's Entertainment, Arts, and Sports Law Section. He has aided the courts on entertainment matters both testifying as expert witness and authoring briefs as *amicus curiae*.

Prior to becoming an attorney, Mr. Faux spent several years as a music journalist and then a publicist in the Northwest. He holds a Master of Science and Master of Arts and spent a year in South Korea as a Fulbright Fellow. His years in the music and fine arts industries as an entrepreneur, scholar, and international traveler inform his approach to the law, giving him an unique insight.

DONALD R. FRIEDMAN, ESQ.

Donald Friedman is a partner at Grubman Shire Meiselas & Sacks, P.C., an entertainment and media law firm in New York. His practice is con-

centrated in transactional matters in the music industry, including recording agreements, publishing agreements, joint ventures and other profit-sharing agreements, management contracts, record distribution agreements, license agreements and live performance agreements. Mr. Friedman is a graduate of Brandeis University and New York University School of Law.

ROBERT C. HARRIS, ESQ.

Robert Harris is a founding partner of the New York City law firm Lazarus & Harris LLP and has been practicing entertainment and intellectual property law in New York City for more than three decades, representing clients in a broad range of entertainment media; counseling and handling transactional matters for theatrical producers and creative personnel on various Broadway and off-Broadway productions; and representing publishers, authors, and agents in the publishing and theatrical fields. Mr. Harris counsels clients regarding the protection, licensing, acquisition, use and misuse of content in a broad range of contexts and media, and has substantial experience in copyright and trademark law, including clearance, prosecution and licensing, and advises clients regarding ownership of copyright, licensing of copyrights, and analysis of rights under copyright in both traditional media and new media. In the area of trademarks. Mr. Harris advises clients regarding the selection and use of trademarks, service marks, and Internet domain names, in prosecuting trademark applications, and in negotiating and drafting licensing agreements. He also has extensive experience negotiating and drafting programming and network affiliation agreements for cable television, and represents producers of television programming. He also offers counsel in the areas of the right of publicity, the right of privacy and defamation.

Mr. Harris has represented the heirs of both Ernest Hemingway and F. Scott Fitzgerald with respect to trademark prosecution and merchandise licensing, and has supervised copyright and trademark enforcement and prosecution for a number of properties, including the stage musicals *Phantom of the Opera*, *Les Miserables*, and *Miss Saigon*. He has acted as production counsel or counsel to talent on numerous acclaimed Broadway productions, including *Beauty and the Beast*; *Crazy for You*; *Chicago*; *Cabaret*; *Monty Python's Spamalot*; *Spring Awakening*; *The History Boys*; *Frost/Nixon*; *August: Osage County*; *Hair*; *American Idiot*; *The Book of Mormon*; *War Horse*; *The Gershwins*; *Porgy and Bess*; *One Man, Two Guvnors*; *Nice Work If You Can Get It*; and the revivals of *Glengarry Glen Ross* and *Annie*. Literary clients have included John Irving, John Kander,

Fred Ebb, Dorothy Fields, Paddy Chayefsky, William Goldman, Burt Bacharach, and Hal David, as well as other accomplished fiction and non-fiction authors. Mr. Harris also counsels clients in independent film and television production.

Mr. Harris is a graduate of New York University School of Law, former Chairman of the Entertainment Law Committee of the Association of the Bar of the City of New York, a member of the American Bar Association Section of Intellectual Property Law, and a member of the Entertainment, Arts and Sports Law Section of the New York State Bar Association. For a decade he served as special professor at Hofstra University School of Law, where he taught entertainment law; he has been a lecturer for PLI and Commercial Theater Institute, and has appeared as a guest commentator on Court TV. Mr. Harris is a member of the New York State Bar Association and, under his auspices as Chairman of the Entertainment Law Committee of the Association of the Bar of the City of New York, the committee published *Music Rights Primer* in 2003, explaining music and sound recording rights.

MARC JACOBSON, ESQ.

Marc Jacobson practices Media, Entertainment and Technology law at Marc Jacobson, PC, a boutique law firm in New York, N.Y. Selected by *Chambers USA* every year since 2005 and by Super Lawyers since 2008 as one of the top entertainment lawyers in New York City, Mr. Jacobson built his practice focusing on his two passions, music and film. He has held senior executive positions at several major internet companies. He served as a member of the Editorial Board at *Entertainment Law & Finance*, and speaks regularly on topics as diverse as international digital music publishing and film tax credits. His articles have appeared in *Billboard* magazine, *The EASL Journal*, and *St. John's Law Review*. He was profiled in *In Tune* magazine. He is the Founding Chairman of the Section on Entertainment Arts and Sports Law (EASL) of the New York State Bar Association. He was Chairman of the Internet Alliance, a trade association of major consumer facing internet companies, while he was General Counsel at Prodigy Communications, testified before Congress and WIPO regarding the Digital Millennium Copyright Act, and was Adjunct Professor of Entertainment Law at Fordham University Law School, CUNY Law School and The New School. He is licensed to practice before many federal courts, and in New York, California and Florida.

PAMELA C. JONES, ESQ.

Pamela Jones has managed the in-house law departments for numerous global media companies, including BBC Worldwide Americas, Viacom Media Network's Logo Channel and Unapix Entertainment. She has managed global music services and music publishing on behalf CBS Inc. and the A&E Networks. Ms. Jones also had bottom-line responsibility for the \$30 million syndicated television division of publicly traded Martha Stewart Living Television which she led to profitability. Today, Ms. Jones is privileged to support the in-house business and legal affairs teams of television networks, production companies and music publishers.

Ms. Jones is a founding member of the Entertainment, Arts and Sports Law (EASL) Section of the New York State Bar Association and has co-authored several books including *Counseling Content Providers in the Digital Age: A Handbook For Lawyers*.

Ms. Jones is the granddaughter of Emma Mercedes Voos (NYU Law School Class of 1896), one of the first women lawyers in the United States.

EDWARD KLARIS, ESQ.

Edward Klaris is the Managing Partner of Klaris Law and the CEO of KlarisIP, each headquartered in New York with offices in London, Washington, D.C., and Los Angeles. He has worked in the media and entertainment business for 25+ years as both a lawyer and executive. Mr. Klaris's law firm focuses on media, entertainment, copyright and trademark. KlarisIP is an intellectual property, digital asset management, rights, and metadata services firm. Mr. Klaris has been an adjunct professor at Columbia Law School since 2005; and was General Counsel of *The New Yorker*; Senior Vice President of Intellectual Property at Condé Nast; and media counsel at ABC, Inc.

SCOTT R. LAZARUS, ESQ.

Scott Lazarus is a founding partner of Lazarus & Harris LLP and has represented over 130 Broadway, West End and national touring productions including the Tony Award® winning Best Musical and Best Play productions of *The Book of Mormon*, *Kinky Boots*, *A Gentleman's Guide to Love and Murder*, *Spring Awakening*, *Monty Python's Spamalot*, *The Humans*, *All the Way*, *Vanya and Sonia and Masha and Spike*, *War Horse*, *Red, August: Osage County* and *The History Boys*, and the Best Musical and Play Revival productions of *Hello, Dolly!*, *A View from the Bridge*, *Who's Afraid of Vir-*

ginia Woolf?, *Porgy and Bess*, *The Normal Heart*, *Hair*, *Boeing-Boeing* and *Journey's End*.

Selected past productions represented by Mr. Lazarus include the Broadway productions of *Indecent*, *A Doll's House Part 2*, *Twelfth Night* and *Richard III* with Mark Rylance, *I'll Eat You Last* with Bette Midler, *The Heiress* with Jessica Chastain, *Glengarry Glen Ross* with Al Pacino, *One Man, Two Guvnors*, Green Day's *American Idiot*, the West End and national touring productions of *Hair*, the national touring production of *South Pacific*, the Broadway and national touring productions of *Mamma Mia!*, *Frost/Nixon*, and Billy Joel's and Twyla Tharp's *Movin' Out*, and the Broadway transfers of the National Theatre of Great Britain's productions of *The Seafarer*, *Coram Boy*, *The Pillowman*, *Democracy*, and *Jumpers*.

Mr. Lazarus was listed in the 2008–2017 editions of *New York Super Lawyers/Manhattan Edition* in Entertainment & Sports. He achieved the highest AV Preeminent (5 out of 5) professional rating from the *Martindale-Hubbell Law Directory*. He is a graduate of New York Law School and was admitted to the New York State Bar in 1991.

MICHAEL PERLSTEIN, ESQ.

Michael Perlstein has practiced law for more than 45 years with the focus of his practice on music publishing and recording industry transactions. He represents leading artists, writers, music publishers, and the estates of deceased artists and songwriters. Significant element of his practice are analysis and resolution of complex copyright issues involved in the purchase and sale of music publishing companies and record labels and individual copyrighted works, estate planning and separation agreements, and divorce settlement agreements.

He is the author of several articles and program presentations, including “In re Marriage of Worth—Copyright as Community Property: Questions About Worth Are More Than Merely Trivial” (April 1988, *Entertainment Law Reporter*); “Contracts With Kids: A Limited Discussion of Entertainment Industry Contracts Involving Minors Under California Law” (1992–1993, *Entertainment Publishing and the Arts Handbook*); “Music Publishing” in all editions of *Entertainment Law* (1989, 1996, 2004 and 2013, New York State Bar Association); “A Cue Sheet Primer” (March 2000 edition of *The Score, the Journal of the Society of Composers and Lyricists*); “Some Aspects of United States Music Publishing Agreements: The Exclusive Term Copublishing Agreement and the Minimum Delivery Commitment” (January 2001 *Journal of the International Association of Entertainment Law-*

yers); “Fundamentals of Termination Rights” (2007 and 2008 syllabi of the Entertainment Law Institute of the Texas State Bar); “She Got the Goldmine, I Got the Shaft: When Copyright Collides with Community Property” (2008 syllabus of the Entertainment Law Institute of the Texas State Bar); and the chapter entitled “International Copyright Basics” (2008, *Copyright Practice*, HalfMoon, LLC); “Termination Rights in Sound Recordings” (2012 syllabus of the Copyright Society of the USA winter symposium); “Fundamentals of Termination Rights” (2012 syllabus of the California CPA Entertainment Law symposium); and “Confronting Confounding Issues in Termination Rights: Analysis and Guidance for the Practitioner” (2012 syllabus of the Entertainment Law Institute of the Texas State Bar).

He is a former adjunct associate professor of law at Southwestern Law School in Los Angeles, teaching the law and business of music publishing for which he created the case book. He is a frequent lecturer and panelist on music industry and copyright topics. Mr. Perlstein holds an LLB degree from the University of California Berkeley School of Law (Boalt Hall). He is a former trustee and president (2011–2012) of the Los Angeles Copyright Society, and a member of the Bars of California, New York and Illinois. He is a partner in the Los Angeles law firm Fischbach, Perlstein, Lieberman & Almond, LLP, a boutique entertainment firm.

BETHANY L. RABE, ESQ.

Bethany L. Rabe is an attorney in the Entertainment Law practice group of Greenberg Traurig, LLP in Las Vegas. She focuses her practice on entertainment-related litigation and brand management, with particular interest in copyright, trademark, right of publicity, defamation, and internet matters. Ms. Rabe also serves on the editorial board of the American Bar Association Section of Litigation’s *Litigation News*. She is admitted to practice in California and Nevada. She earned her B.S. from the U.S. Air Force Academy, her M.P.P. from Harvard University, and her J.D., with highest honors, from the University of Utah’s S.J. Quinney College of Law. She also holds an LL.M. from Harvard Law School.

KAREN ROBSON, ESQ.

Karen Robson has worked primarily in the Film Finance and Production practice of The Entertainment Group since 1986 and heads the Los Angeles office of Pryor Cashman LLP. Ms. Robson represents a variety of financiers, banks, equity investors, high-profile independent producers and production companies for which she structures film finance transactions and

also provides production legal representation. She also represents individual writers, directors and producers in the motion picture and television areas. She has handled financing on multiple picture deals and single pictures, television mini-series and major documentaries. She has also represented producers and lenders with respect to film financings, which include senior and mezzanine debt and/or equity, international co-productions and U.S. tax incentivized financings.

FRANK P. SCIBILIA, ESQ.

Frank P. Scibilia is an intellectual property and entertainment litigation partner at Pryor Cashman LLP and Co-Chair of the firm's Copyright and Digital Media Practice Group. He was involved in several seminal cases establishing the boundary of liability in connection with the copying and distribution of copyrighted content via the Internet, including *A&M Records, Inc. v. Napster, Inc.*; *Zomba Enterprises, Inc. v. MP3.com, Inc.*; and *Paramount Pictures Corp. v. ReplayTV, Inc.*; *Capitol Records v. MP3tunes.com*; and *Capital Records v. Escape Media Group d/b/a Grooveshark*. He also played a key role in the first case to successfully enforce the anti-circumvention provisions of the Digital Millennium Copyright Act (*Universal City Studios v. Reimerdes*), and co-authored amicus briefs to the Supreme Court in *MGM Inc. v. Grokster, Ltd.* and *Eldred v. Ashcroft*. More recently, Mr. Scibilia represented the copyright owners in the *Phonorecords III* CRB proceeding to set rates and terms for the Section 115 compulsory license for interactive streaming and limited downloading.

Mr. Scibilia has extensive experience negotiating and drafting agreements licensing content, including licenses for the worldwide exploitation of sound recordings and musical compositions via various new digital media platforms and services. He regularly advises clients on complex copyright issues, and has led teams conducting due diligence of copyright assets, including major music publishing and sound recording catalogs, on behalf of prospective purchasers of, and those wishing to securitize, such assets. He earned his B.A. *magna cum laude* from New York University and his J.D. from the University of California Berkeley School of Law (Boalt Hall).

HOWARD SIEGEL, ESQ.

Howard Siegel was senior partner in the Entertainment Group of New York's Pryor Cashman, LLP until his retirement in 2015. He has more than 40 years' experience representing clients in all aspects of the entertainment business, with a particular emphasis on the music industry, during which

time he has served as counsel to many of the industry's most prominent recording artists, songwriters, producers, managers, and executives. Mr. Siegel has also been involved in a number of music publishing company sales and acquisitions, as well as having advised on a variety of transactions involving the sale and purchase of master recordings and other entertainment-related assets.

He is the current Chair of the Nevada State Bar Entertainment Law Section, former Chair and current member of the Nevada State Bar Publications Committee and adjunct Professor of Law at UNLV's William S. Boyd School of Law. He is the former Chair of the Section on Entertainment, Arts and Sports Law of the New York State Bar Association, former Chair of the New York State Bar Association Committee on the Music and Recording Industry, and an Associate Member of the National Academy of Recording Arts and Sciences.

Mr. Siegel was a frequent lecturer for the Practising Law Institute and, for nearly 20 years, served as Co-Chair of PLI's Counseling Clients in the Entertainment Industry program. He also served as judicial clerk at the New York State Court of Appeals from 1970 to 1972 and was an adjunct Professor of Law at Fordham Law School for 24 years. Mr. Siegel is a member of the Editorial Board of *Entertainment Law and Finance*. He is also the author of several published articles dealing with the entertainment, music and copyright practice.

Every year since 2007, until his retirement, Mr. Siegel has been designated as one of New York's "Super Lawyers"—a ranking reserved for the top 5% of all attorneys in the New York Metropolitan area. He has also been recognized by *The Hollywood Reporter* as one of the top 100 "Power Lawyers" in the entertainment industry as well as having been named one of the "Top Media and Entertainment Lawyers" by Chambers USA for several years.

Mr. Siegel is a member of the Nevada, New York, and California Bars and a *summa cum laude* graduate of Syracuse University College of Law where he was Order of the Coif, Editor-in-Chief of the *Syracuse Law Review* (1970) and a member of the Moot Court Board (1969-70).

F. ROBERT STEIN, ESQ.

F. Robert Stein is counsel to the law firm of Pryor Cashman LLP in New York City. He previously served as Vice President and General Counsel of Warner Books and DC Comics, and as house counsel for CBS, Random

House, and Simon & Schuster. He represents authors, literary agents, and others in publishing negotiations and disputes, as well as film producers and insurers in the vetting of screenplays for libel, invasion of privacy, copyright and trademark infringement, and other legal problems. He is a graduate of Cornell University and Columbia Law School. He has lectured for the Practising Law Institute and for various writers' organizations.

MARK TRATOS, ESQ.

Mark Tratos is the founding shareholder of Greenberg Traurig's Las Vegas office. His practice is focused on intellectual property, entertainment and Internet law, concentrating in transactional and litigation work in the entertainment, art, resort, and media industries. The firm's entertainment practice areas include live stage performance, music, television, film, multimedia, and the Internet, with special emphasis on intellectual property considerations in entertainment matters. The art practice includes representation of artists, publishers and galleries. His clientele includes celebrities, artists, athletes, performance venues, film and television production companies, individual talent and the estates of stars.

Mr. Tratos teaches Entertainment Law, Cyberlaw and Rights of Publicity/Privacy at the University of Nevada-Las Vegas's William S. Boyd School of Law. He also teaches Media Entertainment—the Business of Entertainment at the UNLV College of Hotel Administration, and Entertainment and Fine Arts Law for the UNLV College of Fine Arts. He is a frequent lecturer in the fields of entertainment, intellectual property and Internet law for the Practising Law Institute, National Business Associates, AIPLA and numerous other continuing legal education providers, including the New York State Bar Association.

He has written the Nevada chapter of the International Trademark Association's *State Trademark and Unfair Competition* handbook for almost 25 years and is the author of numerous articles in the field of entertainment and Internet law, including "Gaming on the Internet" (*Stanford Journal of Law, Business & Finance*) "Intellectual Property Considerations Every Entertainment Lawyer Should Know" (the Practising Law Institute); and "Intellectual Property Considerations in the Licensing of Pre-Existing Materials for Use in Multimedia."

Mr. Tratos is past Chairman of the Board of the National Judicial College and past Chairman of the Entertainment Development Corporation and the CineVegas Film Festival, and past President of the Allied Arts Council and Discovery Children's Museum. He is Secretary and Trustee for Visitors

for The Smith Center for the Performing Arts, Chair of the Board of Visitors for Lewis and Clark Law School and Chair of the Audit and Governance Committee of the Board of Trustees for Lewis & Clark College.

MARY ANN ZIMMER, ESQ.

Mary Ann Zimmer maintains a broad-based entertainment law practice in New York City, representing clients in all aspects of U.S. and international television, film, video and digital platform production and distribution, as well as in matters related to intellectual property, merchandising, licensing and regulatory issues.

Ms. Zimmer was a partner at the entertainment firm Cowan, DeBaets, Abrahams & Sheppard for eight years. Prior to that, she served as General Counsel and Vice President, Business Affairs for A&E Networks, responsible for overseeing all legal and business affairs activities for programming for A&E, History Channel and A&E Home Video. Before A&E, Ms. Zimmer was with CBS Inc. and headed its Entertainment Division's New York Business Affairs Department and Network Music Operations. Prior to joining CBS, she was a member of the Labor Relations Department of American Broadcasting Companies, Inc. and a trial attorney with the National Labor Relations Board.

A founding member of the Entertainment, Arts & Sports Law Section of the New York State Bar Association, Ms. Zimmer continues to serve as member of its Executive Committee and as co-chair of its Television Committee. She has been a member of the board of the International Academy of Television Arts & Sciences, the largest organization of international broadcasters in the world and for many years was a judge for the International Emmy Awards. She regularly lectures professional and academic groups on business and legal matters affecting the entertainment industry and has taught a graduate seminar in television and radio program development at Brooklyn College.

Ms. Zimmer received her B.A., with honors, from New York University. She received a J.D. from Case Western Reserve University School of Law, where she was an editor of the Law Review, and an LL.M. in Labor Law, with honors, from New York University School of Law.