

# Supertramp Players Bloody Well Right On Royalties, Jury Told

By **Craig Clough**

Law360 (February 20, 2024, 10:57 PM EST) -- An attorney for three former members of British rock band Supertramp told a California federal jury during opening statements on Tuesday that co-founder Roger Hodgson breached their contract by cutting them out of songwriting royalties, while Hodgson's attorney said that, unlike the band's hit "Give a Little Bit," his client gave "a lot."

Supertramp is best known for a string of hit rock songs and records in the late 1970s, including "The Logical Song" and "Bloody Well Right," as well as "Give a Little Bit," but has not been active since 2011, with Hodgson having left the group in 1983.

Hodgson and co-founder Richard Davies wrote the band's songs during the group's most successful years, from 1973 to 1983, but agreed in 1977 and subsequent documents to share songwriting royalties with plaintiffs Douglas Thomson, John Helliwell and Robert Siebenberg, plaintiffs' attorney David M. Given of Phillips Erlewine Given and Carlin LLP told the jury during opening statements.

Given said that several years ago those payments came to a halt because Hodgson and co-defendant Delicate Music started ignoring the '77 agreement and what "every other post 1977 document says: Namely, that the 1977 sharing arrangement was meant to last forever."

Hodgson's attorney, Alan S. Gutman of Gutman Law, told the jury that nothing in the '77 agreement or any subsequent agreement gave the former members songwriting royalty rights forever.

"They wanted perpetuity, they didn't get it from Roger Hodgson," Gutman said. "There is no document, no agreement that you are going to see during the course of this trial that says they have a right to receive money from Roger Hodgson from a portion of his songwriting royalties forever."

"Unlike Mr. Hodgson's song that was called 'Give a Little Bit,' he's already given a lot," Gutman added. "There's nothing that says they're entitled to a portion of the songwriting royalties forever."

Thomson, Helliwell and Siebenberg filed their lawsuit in Los Angeles Superior Court in 2021 against Hodgson, Davies, Delicate Music, Universal Music Corp. Universal Publishing Group and The American Society of Composers, Authors and Publishers, and the suit was later moved to federal court.

The Universal entities and the American Society of Composers, Authors and Publishers were eventually dismissed from the suit. Davies reached a settlement with the plaintiffs in 2023. He is not expected to testify at the trial, Gutman said.

Given told the jury Supertramp was formed in 1969 by Hodgson and Davies, although the band did not find any success until the early 1970s after Thomson, Helliwell and Siebenberg joined. From 1973 to 1983, the band released six studio albums, with all but one of them reaching gold, platinum or multi-platinum status, he said.

In 1977, Hodgson and Davies agreed to share songwriting royalties with the other members in a written contract, Given said. Under the deal, Davies and Hodgson would each receive 27%, regardless of which one of them wrote the songs, and the other three members and a now former manager would receive 11.5%, he added.

Subsequent agreements, including a 1984 exit agreement Hodgson reached with his former

bandmates and Delicate Music — which is a publishing partnership between Davies and Hodgson — kept the same '77 agreement in place for the songwriting royalties but for a "small modification" for its last album, according to Given.

The band's former manager, David Margereson, filed a similar suit in 2021 against Hodgson and Davies, although it appears to have reached a settlement in late 2023 and is currently stayed.

Given said the evidence will show that, in the decades following the '84 agreement, "all seven individuals named in Mr. Hodgson's exit agreement continued to share in songwriting royalties, per the 1977 contract. As I've said, there's a 45-year history of allocating and paying those monies in accordance with that contract."

"Throughout that history, if Mr. Hodgson truly believed he had a right to end that arrangement, there were many milestone events where he could have done so," Given added.

Gutman told the jury that the 1977 agreement was an effort by Davies and Hodgson to help the other members from going broke, because, despite their success, they weren't earning much money from record sales or touring, but the songwriting royalties were valuable. The agreement was not meant to be forever, but only until "other sources" of income started coming in, he added.

Neither the '77 agreement nor the '84 agreement provided anything for the plaintiffs in perpetuity, Gutman said. He also said the plaintiffs will likely bring up a 1991 agreement between them and Davies that does provide them with songwriting royalties in perpetuity, but Hodgson was not a party to the agreement, he said.

Neither side told the jury how much the plaintiffs may be asking for in damages. According to a 2023 ruling by U.S. District Judge André Birotte Jr., who is overseeing the trial, the plaintiffs allege they routinely received around \$100,000 each per year in royalties from 1977 through 2018.

The trial is scheduled to continue Wednesday morning.

The plaintiffs are represented by David M. Given and Nicholas A. Carlin of Phillips Erlewine Given and Carlin LLP.

The defendants are represented by Alan S. Gutman and Matthew E. Hess of Gutman Law.

The case is Douglas Campbell Thomson et al. v. Charles Roger Pomfret Hodgson et al., case number 2:21-cv-08124, in the U.S. District Court for the Central District of California.

--Editing by Dave Trumbore.