No. 25-1391

IN THE

Supreme Court of the United States

BMG RIGHTS MANAGEMENT (US) LLC, ET AL.,
Petitioners,

v.

CYRIL E. VETTER, ET AL.,
Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

BRIEF IN OPPOSITION

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QUESTION PRESENTED

Over the years, Congress has struggled with how to overcome a basic inequity between authors and publishers: Authors routinely assign their works to publishers for a pittance, leaving authors without fair compensation for their creative labors when a work becomes popular. Congress first tried to fix that problem with a two-term copyright system: After an initial term, authors had the sole right to renew the copyright for a second term, giving them leverage in negotiations over successful works. But publishers defeated Congress's objective by exploiting their superior bargaining power to demand both terms up front for peanuts.

In the Copyright Act of 1976, Congress tried again. It replaced the two-term renewal system with a right to terminate the "grant of a transfer" of copyright. 17 U.S.C. § 304(c). Congress defined "transfer" broadly: any "conveyance … of a copyright or of any of the exclusive rights comprised in a copyright, whether or not it is limited in … place of effect." *Id.* § 101. Plugging that definition into the termination right yields: Any "transfer" is "subject to termination" regardless of "whether or not it is limited in … place of effect." A separate provision, which says nothing about geography, provides that termination "affects only those rights covered by the grant that arise under this title, and in no way affects rights arising under any other Federal, State, or foreign laws." *Id.* § 304(c)(6)(E).

The question presented is:

When an author terminates a grant that conveyed copyright rights worldwide, does termination return to the author all the copyright rights originally granted without regard to geography, as the only circuit ever to address this question holds?

CORPORATE DISCLOSURE STATEMENT

Respondent Vetter Communications Corporation has no parent corporation, and no publicly held company owns 10% or more of its stock.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page(s)

Cases

Statutes

Other Authorities

INTRODUCTION

Petitioners, the four largest music companies in the world, ask this Court to answer a complex question of statutory interpretation that only a single circuit has decided: whether authors who exercise their statutory right to terminate a grant of their copyright get back everything they originally granted.[1] Petitioners do not even suggest that the Fifth Circuit created a circuit conflict when it answered yes. That is reason enough to deny review.

Petitioners cannot overcome the norm of further percolation by breathlessly proclaiming the Fifth Circuit's opinion an "outlier." Pet.4, 23. Their question presented is simply wrong in asserting that "numerous courts hold" that "the reversion [is] limited" to domestic rights. Pet.i-ii. By Petitioners' own admission (buried deep in the petition), only one district court has so held. *See* Pet.18-23. Their "outlier" assertions rest largely on the views of a selected group of academics, which is hardly a basis for certiorari.

Nor can Petitioners overcome the percolation norm by packing their petition with scorn, deriding the Fifth Circuit's opinion as "[r]emarkabl[e]," "headscratching," "startling," "stark," and "disruptive." Pet.1-3. If it is really that wrong, other

[1] We use "authors" to encompass the wider universe of creators, including artists and songwriters, and we use "publishers" to encompass entities across various industries that buy or license copyrights from authors. All statutory citations refer to Title 17 unless stated otherwise.

circuits will expose the supposed flaws, allowing this Court to make an informed decision among competing interpretations.

But the truth is, the Fifth Circuit's opinion is right. Congress gave authors the right to "terminat[e]" the "grant of a transfer" of copyright. § 304(c). In a definition that Petitioners ignore, Congress broadly defined a "transfer of copyright ownership" to include an "assignment … or any other conveyance" of a copyright, "whether or not it is *limited in … place of effect."* § 101 (emphasis added). Plugging that definition into the termination right yields: Any "transfer of copyright ownership" is "subject to termination" regardless of "whether or not it is limited in … place of effect." Congress did not override that direct reference to geography with a provision that does not mention geography.

In addition to being textually grounded, the Fifth Circuit's reading comports with the whole point of the termination provision, which was to "safeguard[] authors against unremunerative transfers." H.R. Rep. No. 94-1476, at 124 (1976) (House Report); S. Rep. No. 94-473, at 108 (1975) (Senate Report). Publishers were exploiting authors' "unequal bargaining position" and "the impossibility of determining a work's value until it has been exploited" by paying pittances for unknown works and then hoarding all the later profits from breakout successes. House Report at 124; Senate Report at 108. Petitioners' reading encourages the industry to continue exploiting its "unequal bargaining position" and preserving "unremunerative transfers" of foreign income, which represent a huge swath of the value authors convey in these assignments.

Petitioners try to depict this case as some sort of copyright emergency that cannot await further percolation. But publishers are doing just fine and will continue to thrive even if some of them have slightly less bargaining power with which to deprive authors of a fair return when their works become wildly successful. At least in the music industry, the Fifth Circuit's decision actually reflects modern industry practice. In the streaming era, publishers have shifted dramatically toward licensing agreements that return to the authors all rights to their songs and recordings after 10-20 years, without regard to geography and without any need to invoke statutory termination.

Even if this Court were inclined to consider the termination issue prematurely, this case would be an unsuitable vehicle. Petitioners bought the rights in dispute just to file this petition. But a win here would leave them no way to exercise their newly acquired rights without consent from Respondent Cyril Vetter. That is because Petitioners failed to challenge the Fifth Circuit's separate holding that gave Vetter full ownership throughout the world of half of the copyright in question. So even if Petitioners regained some foreign rights and wanted to license them, Vetter could veto the transactions. That leaves Petitioners without any path to the unilateral control they claim to need over their song catalogs.

The petition should be denied.

STATEMENT OF THE CASE

Congress Seeks To Provide Fair Compensation For Authors Who Sign Away Works Before Knowing Their Future Value

Copyright law's ultimate purpose is to encourage "artistic creativity for the general public good" by "secur[ing] a fair return for an 'author's' creative labor." *Twentieth Century Music Corp. v. Aiken*, 422 U.S. 151, 156 (1975). Thus, the "rights conferred by copyright are designed to assure" that authors receive "fair" compensation. *Harper & Row Publishers, Inc. v. Nation Enters.*, 471 U.S. 539, 546 (1985).

Congress has long recognized one problem that historically deprived authors of anything close to a "fair return": Authors routinely transferred rights in their works for a pittance only to see publishers reap all the rewards from a work's meteoric success. *Id.*; *see Fred Fisher Music Co. v. M. Witmark & Sons*, 318 U.S. 643, 656 (1943). Faced with the choice between a single longer term and the existing two-term structure, Congress in 1909 preserved the latter and extended the renewal term from 14 to 28 years. *Stewart v. Abend*, 495 U.S. 207, 218-19 (1990). Congress intended the renewal term to "permit[] the author, originally in a poor bargaining position, to renegotiate the terms of the grant once the value of the work ha[d] been tested." *Id.* As Congress explained, if a work "proves to be a great success and lives beyond the term of twenty-eight years," the author should have the opportunity to renew the copyright, with the law structured so that the author "could not be deprived of that right." *Id.* at 219 (quoting H.R. Rep. No. 60-2222, at 14 (1909)).

That protection, however, proved woefully inadequate. Publishers found an easy workaround: They would insist that the author assign both the original and renewal terms together, still for a (slightly higher) pittance. *See Fred Fisher Music*, 318 U.S. at 657. An author's up-front assignment of their renewal rights was effective except for one circumstance: If the author died during the original copyright term, the author's heirs obtained the right to file for the renewal term "free of any claim founded upon an assignment" the author had made during his lifetime. *Miller Music Corp. v. Charles N. Daniels, Inc.*, 362 U.S. 373, 375 (1960). But outside of that situation, an author's simultaneous assignment of the original and renewal terms effectively thwarted Congress's author-protective purpose in adopting the two-term structure. An author who had assigned both terms had no way to later renegotiate, however valuable that work proved.

Recognizing that the 1909 Act's two-term structure was inadequate, Congress sought a better way to guarantee authors the compensation they deserved for successful works. The Copyright Act of 1976, Pub. L. No. 94-553, 90 Stat. 2541, reflected that guarantee. Congress treated works created before the Act's effective date slightly differently from works created after. But the basic structure for both was to (1) extend the length of the author's copyright term, and (2) grant the author an absolute right to terminate copyright assignments after a prescribed period of time.

For works created after the law became effective in January 1978, Congress replaced the two-term framework with a single copyright term lasting an author's life plus an additional 50 years. § 302(a).[2] For works created before the law became effective, Congress retained the 1909 Act's two-term structure but ultimately lengthened the renewal term from 28 years to 67 years (for a total of 95 years). § 304(a).

In both contexts, Congress provided a termination right in nearly identical terms: "the exclusive or nonexclusive grant of a transfer or license of the renewal copyright or any right under it … is subject to termination." § 304(c); *see* § 203(a) (same for a "copyright or of any right under a copyright"). In both contexts, the termination right allows the author to elect to terminate the assignment and recapture the rights and gives the author a "period of five years" within which to make that election. §§ 304(c)(3), 203(a)(3). The only difference is when that five-year period begins. For works created before the 1976 Act's effective date, the termination window begins either 56 years after the initial copyright was "originally secured" or as of the Act's effective date, whichever is later. § 304(c)(3). For works created after the Act's effective date, the window begins 35 years after the assignment date. § 203(a)(3).

Congress also specified the scope of what termination does—and does not—recapture.

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[2] Congress later expanded this term to an author's life plus another 70 years. Pub. L. No. 105-298, § 102(b)(1), 112 Stat. 2827 (1998).

Pertinent here, § 304(c)(6)(E) provides: "Termination of a grant under this subsection affects only those rights covered by the grant that arise under this title, and in no way affects rights arising under any other Federal, State, or foreign laws." *See* § 203(b)(5) (same for post-1978 works).

Congress made clear that the purpose was to replace the 1909 Act's reversionary protections with a stronger way to prevent publishers from hoarding all the profits from a work's breakout success. It explained that the new regime was "based on the premise that the reversionary provisions" of the 1909 Act "should be eliminated," and that the "proposed law should substitute for them a provision safeguarding authors against unremunerative transfers." House Report at 124; Senate Report at 108. Congress attributed the problem to authors' "unequal bargaining position" and "the impossibility of determining a work's value until it has been exploited." House Report at 124; Senate Report at 108.

Unlike the renewal expectancy under the 1909 Act, the new termination right "cannot be waived in advance or contracted away." Senate Report at 108. Congress wrote that protection into the statute itself. Termination "may be effected notwithstanding any agreement to the contrary." § 304(c)(5); *accord* § 203(a)(5).

Vetter And Smith Write Double Shot And Grant Their Worldwide Copyright Interests To A Publisher

In 1962, Cyril Vetter and Donald Smith wrote the song "Double Shot (Of My Baby's Love)" in Louisiana. App.1-2. The next year, in 1963, they assigned their rights to Windsong Music Publishers. App.2. Windsong negotiated to receive the "exclusive rights to Double Shot *throughout the entire world* for the full term of copyright protection." App.2 (emphasis added). Windsong also secured "a contingent assignment of all renewal period rights under" the 1909 Act. *Id.* All the authors got in return was one dollar and a royalty promise. *Id.*

Within a few years, Double Shot became a hit. It was substantially more valuable than when Vetter and Smith made the grant. *Id.* In 1966, Windsong obtained a U.S. copyright registration for Double Shot, which carried an initial 28-year term ending in 1994 and a possible 28-year renewal term. App.2-3.

Vetter Acquires Smith's Share From Smith's Heirs

Smith died in 1972, well before the initial copyright term ended. App.3. As a result, Smith's renewal rights passed to his heirs rather than Windsong when the initial term ended in 1994. *Id.* Smith's heirs renewed the copyright that year. *Id.* As for Vetter, because he was alive when the initial term ended, his renewal rights transferred to Windsong by operation of the original assignment. *Id.* Thus, by the end of 1994, Windsong owned Vetter's original 50%

share of the renewal copyright, while Smith's heirs owned the other 50%. *Id.* Two years later, Vetter's IP-holding company, Vetter Communications Corp., purchased Smith's heirs' renewal interest. App.3-4. Windsong later assigned half of its 50% share—25% of the renewal copyright—to Lyresong Music. App.4.

Vetter Terminates The Grant Of His Portion Of The Copyright Interest

In 2019, a few years before the renewal term was up (and shortly after his termination window began), Vetter sent Windsong (and Lyresong) a notice under § 304(c) terminating the half of the copyright he had originally assigned to Windsong. App.4. That termination notice was clear: Effective May 3, 2022, Vetter would terminate "*all* authorship/ownership rights originally granted and conveyed by [Vetter] to [Windsong]" back in 1963. *Id.* (emphasis added). Resnik Music Group—the defendant below—subsequently acquired Windsong. *Id.*

The ownership dispute in this case arose in 2022, when ABC approached Vetter about a license to use Double Shot in "worldwide digital broadcasts and on-demand streams."[3] App.4-5. Vetter responded with a quote for the license and represented that he was Double Shot's sole owner. App.5. Resnik then asserted that it owned a 25% interest in the copyright. *Id.*

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[3] For simplicity, we refer to Cyril Vetter and Vetter Communications Corp. collectively as "Vetter."

Vetter Sues To Assert His Ownership Over Double Shot

Vetter sued Resnik, seeking a declaratory judgment that he was Double Shot's sole owner throughout the world.[4] App.5. Resnik moved to dismiss. It did not dispute that Vetter's termination and Smith's heirs' renewal had recaptured U.S. rights, but it insisted that neither renewal nor termination afforded Vetter the right to exploit Double Shot outside the United States. App.50-52.

The district court denied the motion. First, it sided with Vetter's position that "foreign exploitation" of Double Shot "is included in" the heirs' renewal right. App.78. This Court had "unequivocally stated that 'the assignee of all of the renewal rights holds *nothing* upon the death of the assignor before arrival of the renewal period.'" *Id.* (quoting *Stewart*, 495 U.S. at 220). "[H]olds nothing," the district court observed, cannot mean "holds exclusive rights in all countries other than the United States." *Id.*

Second, the court rejected Resnik's effort to confine § 304, holding that "foreign rights to [Double Shot] … 'arise under' the United States Copyright Act, as opposed to the domestic laws of each individual country where the Song may be exploited." App.90-91. The court found further support in legislative history that upon termination, "ownership of the rights *covered by the terminated grant* reverts."

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[4] Lyresong never challenged Vetter's termination and thus was not named as a defendant.

App.91. Here, the "terminated grant" was Vetter's assignment of worldwide rights, which means that Vetter recaptured worldwide rights upon termination. *Id.* That conclusion, the court explained, furthered § 304's purpose of "provid[ing] the author a second chance to … mitigate the effects of early unremunerative transfers." *Id.*

The court also addressed the Berne Convention for the Protection of Literary and Artistic Works, which "is the principal accord governing international copyright relations." *Golan v. Holder*, 565 U.S. 302, 306-07 (2012). The court explained that Berne addresses what rights each country protects, but "does not supply a choice of law rule for determining ownership." App.92. Resnik itself reminded the court that "[n]o right … may be claimed by virtue of, or in reliance upon, the provisions of the Berne Convention." App.93 (quoting § 104(c)). The court ultimately concluded that Berne does not bear on the issues of ownership in this case. App.92-95.

Vetter then moved for summary judgment. Resnik opposed "solely on legal grounds." App.43. The court granted Vetter summary judgment based on its earlier legal analysis. It declared Vetter the sole owner of Double Shot's copyright—encompassing both the copyright interest he recaptured through termination and the renewal copyright interest he purchased from Smith's heirs. App.44.

The Fifth Circuit Holds That Everything Vetter Conveyed In The Original Grant Reverted to Him Upon Termination

The Fifth Circuit affirmed. Beginning with the statutory text, the court emphasized that § 304(c)(6)(E) provides that "termination of a grant … affects only those rights covered by the grant that *arise under* this title." App.8-9 (emphasis added). The court understood "arise under this title" to refer to the source of the rights. App.9. It observed that every right Smith and Vetter transferred to Windsong in the 1963 grant originated from the U.S. Copyright Act. *Id.* On that reading, Vetter's termination was "effective as to all of his rights—including his copyright to the extent that it extends internationally." *Id.*

The court found further support for that reading in *Kirtsaeng v. John Wiley & Sons, Inc.*, 568 U.S. 519 (2013). There, this Court adopted "a nongeographic interpretation" of the phrase "lawfully made under this title," § 109, to mean "made 'in accordance with' or 'in compliance with' the Copyright Act." App.12 (cleaned up). It made sense to give the similar phrase in § 304(c)(6)(E) a similarly nongeographic meaning. App.12. Finally, the court deemed Resnik's international-treaty arguments unpersuasive.

Separately, the Fifth Circuit affirmed the district court's holding that Vetter is the sole owner throughout the world of the renewal interest in Double Shot's copyright that he acquired from Smith's heirs. App.25-34. Petitioners do not challenge the Fifth Circuit's holding on the renewal interest here.

After the Fifth Circuit issued its mandate, Petitioners purchased Resnik's interest in this litigation solely to manufacture an opportunity to file a petition for certiorari. *See* Pet.iii, 16.

REASONS TO DENY CERTIORARI

This Court should deny the petition because: (I) Petitioners do not even suggest a circuit split; (II) this case is a bad vehicle; (III) Petitioners overstate the practical consequences and the supposed need for immediate review; and (IV) the Fifth Circuit's opinion is right.

I. There Is No Circuit Split.

It is something of a tell when experienced Supreme Court practitioners do not mention the phrase "circuit split" until the penultimate page of their petition, and then do so only in characterizing a law firm's client alert that presupposes a split. Pet.34. That alone is reason enough to follow this Court's usual approach of letting the issue percolate.

Petitioners do not overcome that norm by breathlessly calling the Fifth Circuit an "outlier." Pet.4, 23. Among whom? Certainly not among courts. Here is another tell: The petition consumes nearly four pages trying to prove a "long-settled understanding" of the termination provision, Pet. 18-21—mainly documenting the views of various scholars—before turning to the proposition that "the case law was in lockstep," Pet.21.

"Lockstep" is an odd way to describe the "case law" where no other circuit and only one other district court has ever addressed the question presented. As to circuit cases, all Petitioners can point to (at 18-23) is a Second Circuit opinion that they characterize as having "held that 'an author's termination rights are not unlimited.'" Pet.22 (quoting *Fred Ahlert Music Corp. v. Warner/Chappell Music, Inc.*, 155 F.3d 17, 19 (2d Cir. 1998)). That was no holding. And it had nothing to do with the geographic scope of termination rights. The Second Circuit addressed whether a particular work fell within the 1976 Act's "Derivative Works Exception," which "permits a grantee or licensee who prepares a derivative work before termination to continue to utilize the derivative work" post-termination. 155 F.3d at 19.

Petitioners only prove how unhelpful *Fred Ahlert* is to their cause when they emphasize that "[e]veryone … agreed that the publisher 'retained the foreign rights to the copyright after termination.'" Pet.22 (quoting 155 F.3d at 20). "Everyone," here, means the litigants. Which only underscores that *Fred Ahlert* does not bear on the question presented: The Second Circuit had no occasion to decide an issue that no party presented.

The only other decisions Petitioners invoke to show a "uniform view" of the caselaw are two district-court cases. Pet.21-23. But Petitioners quickly admit that one of them (the one involving Tom Clancy's estate) did not involve "anything resembling" the question presented, Pet.22, because the termination was limited to the "U.S. component" of the assignment, *see Clancy v. Jack Ryan Enters. Ltd.*, No.

ELH-17-3371, 2021 WL 488683, at *46 (D. Md. Feb. 10, 2021).

Petitioners have only one case—from a district court in California almost 20 years ago—that addressed the question presented. That court held that post-termination, the defendants "retain[ed] the … right to exploit the works (and retain the profits therefrom) in foreign nations." *Siegel v. Warner Bros. Ent., Inc.*, 542 F. Supp. 2d 1098, 1140-42 (C.D. Cal. 2008). But the Ninth Circuit did not address that issue on appeal and reversed on other grounds. *Larson v. Warner Bros. Ent., Inc.*, 504 F. App'x 586 (9th Cir. 2013).

One district-court opinion hardly shows that the Fifth Circuit's decision "unsettles long-settled judicial … norms," Pet.23, nor that "numerous courts hold" that "the reversion [is] limited" to domestic rights, Pet.i-ii. Petitioners do not prove otherwise just by declaring that "there can be no serious dispute" about the proposition. Pet.23.

Petitioners' amici supply no additional U.S. judicial authority. They just invoke two foreign judgments that are even further afield. Law Profs. Br.17-20. Those decisions do not interpret § 304(c)(6)(E)'s scope and simply demonstrate that foreign courts remain free to apply their own recognition rules. This confirms that the decision below does not unsettle—or even affect—foreign law either.

Petitioners cannot fill the gap with a literature review summarizing law-review articles and treatises. Disagreement with various law professors is neither a basis for deeming the Fifth Circuit an "outlier" nor a substitute for a circuit conflict. Even if that were the relevant cohort for assessing cert-worthiness, it does not represent "decades" of "an unbroken line of commentary." *Contra* Pet.19. For example, Professor Patry, author of one of the leading treatises Petitioners feature (at 20, 25), previously took the position that "copyright does not appear to be territorially dependent." William Patry, *Choice of Law and International Copyright*, 48 Am. J. Comp. L. 383, 394 (2000). Professor Patry even declared that copyrights "may properly be said to vest initially in one country, and then to be recognized in others according to treaty obligations." *Id.* at 395.

Even less persuasive is Petitioners' leitmotif—repeated with metronomic regularity—that Vetter's lawyers had confessed to "advanc[ing] a 'fringe' theory," Pet.1; *see* Pet.13, 17, 18. This is what counsel actually said: "Our victory in the District Court was a major vindication of a position that was too quickly dismissed as fringe" before this case. Tim Kappel & Loren Wells, *Returning Music to Its Creator*, 5 Fla. Ent. & Sports L. Rev. 13, 13 (2026). Now, instead of "knee-jerk dismissiveness, … [p]eople are having to engage with our arguments." *Id.* at 13-14.

Which is exactly the point. This Court ordinarily waits patiently for "the crucible of *adversarial* testing" to learn from the insights of "thoughtful colleagues on the *district and circuit benches*" before intervening on a given issue. *Maslenjak v. United States*, 582 U.S. 335, 354 (2017) (Gorsuch, J., concurring in part) (emphasis added). Law professors engaged in groupthink have never been an adequate substitute for percolation.

II. This Case Is A Bad Vehicle.

Even if the Court were inclined to decide the termination question without the benefit of percolation in the circuits, this case is not a suitable vehicle, because this Court could not provide any meaningful relief to Petitioners here.

Before the Fifth Circuit, this case involved two distinct parts of Double Shot's copyright: the half that Vetter recaptured by terminating his grant, and the half that he already owned pre-termination by way of purchasing Smith's heirs' renewal interest. *See* App.1-2; *supra* 8-12. The Fifth Circuit analyzed ownership separately for each half, because the interests arise under different provisions and versions of the Copyright Act and thus implicate different statutory-interpretation questions. *Compare* App.6-25, *with* App.25-34. Whereas the termination question depends on § 304(c)'s scope in the 1976 Copyright Act, the renewal question depends on the scope of "section 24 of the Copyright Act of 1909," which does not share any relevant statutory text with § 304(c). App.7, 25-26. The renewal question does not bear directly on termination's geographic scope; Vetter simply bought the renewal interest from Smith's heirs, and the Fifth Circuit decided what he bought. App.3-4, 25-34.

The Fifth Circuit held that Vetter alone owns the worldwide renewal copyright interest that he bought from Smith's heirs. App.25-34. Petitioners have not sought review of that holding. Petitioners' passing critique of the holding as espousing "flawed logic," Pet.16; *see* Pet.12, does not put that question before this Court, much less demonstrate the cert-worthiness of that separate question.

That forfeiture is fatal to the petition. Even if Petitioners prevailed on the merits under § 304, that would do nothing but give them shared ownership with Vetter over any foreign copyright rights. As co-owners, they could not unilaterally control Double Shot, despite their claim that they need such control to facilitate future licensing, and, indeed, to preserve the global copyright infrastructure. *Cf.* Pet.30-35.

At bottom, Petitioners are fighting for relief that this Court cannot give them. All Petitioners bought in securing Resnik's rights was a petition with serious blemishes. If this Court were inclined to address the geographic scope of termination, it should wait for a case where its decision will make a difference to the parties.

III. Petitioners Overstate The Practical Consequences And Supposed Urgency.

To hear Petitioners tell it, this is such a copyright emergency that the world simply cannot wait for this Court to indulge the luxury of awaiting a circuit conflict or even any serious consideration in multiple circuits.

Petitioners' central premise is that the Fifth Circuit's decision will "inflict a tectonic shift on the creative marketplace." Pet.18. But the music industry, for instance, has already moved on its own toward the Fifth Circuit's approach—and beyond. It is "increasingly" rejecting the "traditional" model that Petitioners cling to here, in which publishers insist on owning authors' works outright and force them to wait at least 35 years after an assignment to exercise their termination rights. *See* Elias Leight, *How Licensing Deals Are Changing The Major Label World—And The Industry's Future*, Billboard (Mar. 10, 2025), https://perma.cc/9NYS-PNJ5. The rise of social media, which allows authors to "build fan bases and accomplish so much today on their own," has "forced" the industry to replace the prior regime with licensing agreements that grant publishers the exclusive rights to an author's recordings for a much shorter term—say, 10-25 years. *See id.* After that term, the "rights revert[] back" to the author—all rights, with no split between domestic and foreign rights. *Id.* This practice represents "the growing norm" in "today's artist-empowered streaming environment." Tim Ingham, *Drake's Anger Is The Product Of An Unfortunate Era*, Music Bus. Worldwide (Aug. 18, 2025), https://perma.cc/5GHV-U53Z.

The increasing prevalence of licensing agreements is one of many examples of ways in which the music industry adapts quickly and successfully to changes in the law and the marketplace, such as shifting "from physical sales to streaming" and "from domestic to global distribution." Music Artists Coalition CA5 Amicus Br.22. Petitioners' and their amici's claims that "recognizing a worldwide termination right would somehow prove uniquely catastrophic lack credibility." *Id.*

Petitioners openly resist a rule that makes publishers negotiate on an open market to re-up deals. *See* Pet.5; Paramount Br.3-5, 9-11. But they are already doing that regularly. "Catalog acquisitions routinely include songs subject to statutory termination or contractual reversion. Buyers review termination eligibility, adjust pricing, or structure deals accordingly in the normal course." Artists Rights Inst. CA5 Amicus Br.23. More negotiations will hardly doom—or even significantly harm—the music industry or other entertainment industries. *Contra* Pet.30-33. For instance, Petitioners and their amici boast of "annual music publishing revenues exceed[ing] $6.21 billion in the U.S." Int'l Fed'n of the Phonographic Indus. Br.7. Meanwhile, the Recording Industry Association of America just reported $6 billion of recording revenue industry-wide for just the "first half of 2026." Lauryn Sink, *RIAA Releases 2026 Mid-Year Recorded Music Revenue Report*, MusicRow (Sept. 1, 2026), https://perma.cc/PFF8-FYAP.[5] Publishers can afford to negotiate with more artists about whether to give artists a fairer share of the fruits of their artistic brilliance.

Petitioners are also incorrect in insisting that "percolation is not a realistic option given the incentives of authors to steer litigation to the Fifth Circuit." Pet.18. Whatever incentives authors have, the Fifth Circuit has not liberated them from the rules

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[5] Recording revenue, which flows from the rights to a particular performance of a work, is distinct from publishing revenue, which flows from the rights to the underlying musical work or composition.

governing venue and personal jurisdiction, which require them to sue where the defendant is found. *See* 28 U.S.C. § 1400(a) (venue provision for actions under the Copyright Act); *id.* § 1391 (general venue provision for civil actions). Indeed, Petitioners have not identified any case seeking similar relief filed in the eight months since the Fifth Circuit's ruling. That belies Petitioners' doomsday prediction of a "cottage industry" of lawyers flooding the Fifth Circuit to "avoid deepening the circuit split." Pet.34. And the only source Petitioners cite for that supposed cottage industry is a routine "client alert[]" published by a large law firm, which says the opposite: "[S]imilar cases [will] be filed nationwide, especially in circuits that see a high volume of copyright-related matters," like the Second and Ninth Circuits. Joshua Love et al., *Termination Beyond U.S. Borders? What Vetter v. Resnik Means for Authors and Rightsholders*, Reed Smith LLP (Jan. 26, 2026), https://perma.cc/MTY8-JWTA. That describes prime conditions for percolation.

In any event, we have heard this tune from the same industries many times before. In the lead-up to *Sony Corp. of America v. Universal City Studios, Inc.*, 464 U.S. 417 (1984), the motion-picture industry famously declared "that the VCR is to the American film producer and the American public as the Boston strangler is to the woman home alone." *Home Recording of Copyrighted Works, Hearings Before the H. Subcomm. on Courts, Civil Liberties, and the Admin. of Justice*, 97th Cong. 8 (1983) (testimony of Jack Valenti, President, Motion Picture Association of America, Inc.); *see* Creators and Distributors of Programs Amicus Br.3, *Sony*, No. 81-1687 (U.S. Oct.

27, 1982). Petitioners and their amici also forecasted doom in *Kirtsaeng*, warning that siding against them would threaten their very "economic viability." Motion Picture Ass'n & Recording Indus. Assoc. of Am. Amicus Br.20, *Kirtsaeng*, No. 11-697 (U.S. Sept. 7, 2012). The industries lost those cases. They adapted. And they are doing fine. *See supra* 20.

IV. The Decision Below Is Correct.

Review is unwarranted also because the Fifth Circuit's decision is correct on the merits. Section 304(c) allows authors to reclaim the full scope of the copyright rights they originally granted, not just a sliver of the original grant.

A. As in "all statutory construction cases," the analysis "begin[s] with the language of the statute." *Barnhart v. Sigmon Coal Co.*, 534 U.S. 438, 450 (2002).

Section 304(c) provides that a "grant of a transfer or license of the renewal copyright … or any right under it … is subject to termination" under an enumerated list of "conditions." It does not limit the termination geographically. To the contrary, in a statutory definition that Petitioners ignore, Congress explicitly addressed geography. Congress defined a "transfer of copyright ownership" as an "assignment, mortgage, exclusive license, or any other conveyance … of a copyright or of any of the exclusive rights comprised in a copyright, *whether or not it is limited in* time or *place of effect*." § 101 (emphasis added). The phrase "whether or not," the pairing of "place" with "time," and the use of "place of effect," show that

Congress was thinking about the operative scope of the conveyance, without regard to how far that place extends. That deliberately broad definition encompasses a transfer of copyright rights worldwide; such a license or assignment is not inherently "limited in … place of effect." *Id.*

Now, plug § 101's definition of "transfer of copyright ownership" into § 304(c): A "grant of an assignment … of a copyright … *whether or not it is limited in* time or *place of effect* … is subject to termination" under the enumerated "conditions." That is an explicit statement that geography—"place of effect"—does not affect the termination right. If the "grant of an assignment" is just for domestic rights, then so is the termination. But if the "grant of an assignment" is geographically unlimited—i.e., is "not … limited in … place of effect"—then § 304(c) authorizes terminating the same scope of rights previously assigned, as long as the termination satisfies the enumerated "conditions." The only question is whether any of § 304(c)'s "conditions" somehow narrow an author's termination rights in geographical scope.

Petitioners ignore Congress's direct response to the question of "place." They do not even cite that definition once. Instead, they skip right to § 304(c)'s "conditions." But none of the "conditions" refers to geography. That includes § 304(c)(6)(E), on which Petitioners build their entire argument. It provides: "Termination of a grant under this subsection affects only those rights covered by the grant that arise under this title, and in no way affects rights arising under any other Federal, State, or foreign laws."

That paragraph merely clarifies that the termination provision overrides only *copyright* rights, and not any "other" rights. For example, in a single contract, a band could convey its copyright along with the trademark to its name, the right to use its photographs, the right to use a fan list with contact information, any number of contract rights, and comparable rights under foreign law. Section 304(c) terminates only the copyright assignment. Those "other" bodies of law—whether "Federal, State, or foreign"—dictate whether those other rights survive. Put another way, as the Fifth Circuit explained, the phrase "arise under this title" in § 304(c)(6)(E) refers to the nature of the right. *See* App.9 (collecting dictionary definitions of the word "arise"). The source of the legal interest at issue here—the "grant" of worldwide rights to Windsong—is copyright law.

Petitioners try to give the phrase "arise under this title" an entirely implausible meaning. They posit that Congress used those four words to draw a distinction between U.S. and foreign rights that was not reflected in the text of any previous provision. Pet.23-24, 28. Even though § 304(c)(6)(E) does not even mention geography, they read it as if it not only silently imports a geographical limitation into an author's termination rights, but even overrides § 304(c)'s direction (via § 101's definition) that the termination right is "not … limited … in place."

If Congress intended to draw a consequential distinction between domestic and foreign copyright rights—and override the direction on limitless geographic scope—it would have said so instead of packing all that into the phrase "arise under this title." And it would have said that this rule applies "notwithstanding the definition of 'transfer of copyright ownership' in § 101." Notice, for example, the care with which Congress distinguished rights that arose before and after the 1976 Act's effective date (§ 304(c)(3); § 203(a)), or distinguished the original author's rights and their heirs' renewal rights (§ 24 (1909)).

At a minimum, Congress would have used express geographic language, as it did elsewhere in the same Act when location mattered. Section 602(a)(1), for example, governs importation "into the United States" of copies acquired "outside the United States." Congress's decision not to use a similarly express territorial reference in § 304(c)(6)(E) is presumed to be deliberate. *See Russello v. United States*, 464 U.S. 16, 23 (1983).

Reading § 304 as referring to the nature of the underlying right—not geography—also aligns with the Court's interpretation of similar statutory language in *Kirtsaeng*, 568 U.S. at 530. There, the Court interpreted the phrase "lawfully made under this title" in § 109(a) of the Copyright Act as having no geographic limitation and instead meaning "in accordance with" the Copyright Act. *See id.* The Court elaborated that "[t]he language of § 109(a) says nothing about geography" and a "nongeographical reading is simple," "promotes a traditional copyright objective (combatting piracy)," and "makes word-by-word linguistic sense." *Id.* at 528-30.

The Court separately recognized that § 106's reference to an "owner of a copyright *under this title*" "cannot support a geographic interpretation." *Id.* at 537-38 (emphasis added). Following termination, Vetter was the "owner" of the Double Shot "copyright under this title." This Court should not impose a geographic restriction on ownership where it has previously rejected such a restriction.

As the Court has explained, "identical words used in different parts of the same statute are generally presumed to have the same meaning." *IBP, Inc. v. Alvarez*, 546 U.S. 21, 34 (2005). That same rule applies here. As in *Kirtsaeng*, interpreting "arise under this title" non-geographically promotes the "traditional copyright objective," 568 U.S. at 530, that animates § 304(c)—safeguarding authors against unremunerative transfers.

Further support for the Fifth Circuit's reading lies in the parallel structure of § 304(c)(6)(E)'s reference to "Federal, State, or foreign laws." Because "a word is known by the company it keeps," *Yates v. United States*, 574 U.S. 528, 543 (2015), the three categories should be "given related meaning," *Dole v. United Steelworkers of Am.*, 494 U.S. 26, 36 (1990). Petitioners acknowledge that the statute's first two categories necessarily refer to rights that are distinct from copyrights: There are no "State" copyrights, because federal law preempts state copyright law, and the Copyright Act already governs "Federal" copyrights. *See* Pet.8-9. Read consistently, the three categories should *all* refer to rights that arise under other bodies of law—not to the copyright rights that arise under Title 17 and are subject to termination. Under that interpretation, § 304(c)'s final clause performs a single, consistent job for all three categories of law: It ensures that an author's termination of a *copyright* grant does not also inadvertently encompass other rights—such as federal trademark rights, state publicity or contract rights, or corresponding rights under foreign law—that the same contract might also have implicated. Petitioners' interpretation, in contrast, breaks the consistency: The first two terms could not refer to "Federal" and "State" copyrights, but the third refers to "foreign" copyrights. *See* Pet.8.

Petitioners' interpretation also violates the "cardinal principle of statutory construction" that courts should "give effect, if possible, to every clause and word of a statute." *Williams v. Taylor*, 529 U.S. 362, 404 (2000) (cleaned up). Petitioners' interpretation turns the statutory carve-out for "foreign laws" into surplusage. It does precisely the same work as the phrase "arise under this title": Both impose a territorial limitation restricting an author's termination to domestic rights only. In contrast, under the Fifth Circuit's interpretation, the clauses do complementary work. The first identifies which *type* of rights revert upon termination (any copyright rights), and the second preserves different categories of rights arising under different bodies of law.

Finally, only the Fifth Circuit's reading achieves Congress's purpose. There can be no reasonable dispute that § 304(c)'s purpose was to "safeguard[] authors against unremunerative transfers." House Report at 124; Senate Report at 108; *see* Pet.5-7. The whole point was to overcome "the unequal bargaining position of authors" and "the impossibility of determining a work's value until it has been exploited." House Report at 124. The then-Register of Copyrights described the termination provision as giving authors "an absolute right to call [a] deal to a halt." *Copyright Law Revision*, *Hearings Before the H. Subcomm. on Courts, Civil Liberties, and the Admin. of Justice*, 94th Cong. 108 (1976) (statement of Barbara Ringer, Register of Copyrights).

Petitioners' reading encourages the industry to exploit its "unequal bargaining position" and preserve "unremunerative transfers" of foreign copyright rights for a huge swath of the value authors convey in these assignments. As the Fifth Circuit recognized, that interpretation would leave authors who contracted away their worldwide rights with "only half of the apple—the opposite of congressional intent." App.14 (cleaned up); *see* Pet.33 (acknowledging that "foreign rights often represent a significant portion of a license's value"). If anything, "half of the apple" overstates things. Int'l Federation of the Phonographic Industry Br.9 (noting that the United States accounted for only 38.7% of global recorded music revenues in 2025). For many authors, it will be far less than half—and even worse than the two-term system it replaced. Petitioners point to nothing in the legislative record suggesting that the industry had even proposed a chimerical result like that. And they fail to explain why a Congress that was so concerned with "unremunerative transfers" would have designed a system that permits authors to contract away so much up front but regain so little through termination.

B. Petitioners do not strengthen their position by invoking the presumption against extraterritoriality.

Pet.27-28. As they concede, that presumption is a "clear-statement rule," which instructs that "legislation of Congress, *unless a contrary intent appears*, is meant to apply only within the territorial jurisdiction of the United States." Pet.27 (quoting *Abitron Austria GmbH v. Hetronic Int'l, Inc.*, 600 U.S. 412, 417-18 (2023) (emphasis added)). But Congress *did* express "a contrary intent" when (through § 101's definition) it extended the "termination" right to any "assignment … *whether or not it is limited* in … *place* of effect." § 101 (emphasis added).

Regardless, any extraterritorial reach of the Fifth Circuit's interpretation would satisfy the two-step framework this Court has prescribed. Under that approach, a court (1) "determine[s] whether a provision is extraterritorial" and, if not, then (2) examines whether the suit seeks a permissible domestic application of the statute by identifying the statute's "focus" and asking "whether the conduct relevant to that focus occurred in the United States." *Abitron*, 600 U.S. at 417-19 (quoting *RJR Nabisco, Inc. v. European Cmty.*, 579 U.S. 325, 337 (2016)).

Even assuming § 304(c) is not extraterritorial, this case involves a permissible domestic application of the statute. The "focus" of § 304(c) is the termination of a grant of copyright—a transaction between an author and a grantee, governed by U.S. law, that determines who owns rights originally created and then transferred under the Copyright Act. Every element relevant to that focus is domestic. The copyright at issue was created under U.S. law; the subsequent grant of that copyright was executed in the United States, by U.S. parties, under U.S. law;

and the termination was effectuated through a statutory mechanism under U.S. law. Put simply: What is at issue in this case is a U.S. author's efforts to reclaim the right to his work that he gave away in a U.S. legal instrument. That the grant happened to convey copyright rights worldwide does not transform this *domestic* transaction into an extraterritorial application of U.S. law.

Petitioners' argument to the contrary conflates regulating *conduct* abroad with determining the legal consequences of a transaction governed by U.S. law. The presumption against extraterritoriality is designed to prevent the former—to ensure that U.S. law does not regulate conduct in foreign countries. *See Abitron*, 600 U.S. at 417. For example, as the Fifth Circuit recognized, U.S. copyright law does not regulate infringement that occurs in foreign countries. App.23. Rather, the Copyright Act reallocates ownership of copyright rights that were granted under, and can still be terminated under, U.S. law.

This explains why Petitioners are wrong to predict "international discord." Pet.28-29. This case certainly presents none, precisely because it is a fight between U.S. parties about a U.S. transaction.

Petitioners are predicting discord in other cases involving parties in different countries. The discord in each case arises from those parties fighting over which law applies. But those fights will arise regardless of how broadly § 304's termination right reaches. Petitioners' reading presents the same potential for discord. Under their theory, if a U.S.

author terminates the grant of (and recaptures) her U.S. copyright, every Berne signatory must still independently decide, under its own choice-of-law rules, whether to recognize that author as the party entitled to enforce the copyright within its own territory. A U.K. court could conclude that U.K. law does not recognize U.S.-style termination and that the publisher remains the party entitled to enforce the copyright there. Conflicting results would remain precisely because there is no extraterritorial reach. That would result in a morass of competing ownership claims across jurisdictions, muddled further by the fact that exploitation of copyrights (such as by posting a work on the internet) so often transcends geographic borders in this day and age.

C. International-treaty principles also support the Fifth Circuit's reading.

To start, copyright ownership is distinct from copyright protection. *See, e.g.*, *Itar-Tass Russian News Agency v. Russian Kurier, Inc.*, 153 F.3d 82, 89 (2d Cir. 1998) ("ownership and substantive rights, *i.e.*, scope of protection" are "two distinct issues"). The Berne Convention is about copyright protection. It "does not purport to settle issues of ownership." *Id.* at 91; *cf.* Jane C. Ginsburg, *Ownership of Electronic Rights and the Private International Law of Copyright*, 22 Colum.-VLA J.L. & Arts 165, 167-68 (1998) (the Berne Convention prescribes applicable law as to "protection" but "does not supply a choice of law rule for determining copyright ownership"). The Berne Convention is therefore irrelevant here, because a reversion of rights upon termination is about ownership, not protection.

Petitioners' entire argument about the Berne Convention conflates the two distinct concepts of ownership and protection. *See* Pet.10-11. They emphasize that, "upon creating a work, an author is automatically and at once, the proprietor of a French copyright, a U.S. copyright, a Mexican copyright, a Japanese copyright, and so on." Pet.10 (internal quotation marks omitted). That is so, Petitioners say, partly because "under Berne, 'the *extent of* protection … shall be governed exclusively by the laws of the country where *protection* is claimed.'" Pet.11 (quoting Berne Convention art. 5(2), July 14, 1967, 828 U.N.T.S. 221, 233 (emphasis added)). But contrary to Petitioners' understanding, Pet.10-11, 31, Berne says *nothing* suggesting that a U.S. author's copyright arises under the domestic laws of each other member nation. No matter how often they invoke Berne, Petitioners cannot make it say something it does not.

Similarly, Petitioners are off base in repeatedly emphasizing the Berne Convention's national-treatment principle. Pet.10-11, 15, 28. Under this principle, "[m]embers of the Berne Union agree to treat authors from other member countries as well as they treat their own." *Golan*, 565 U.S. at 308. But national treatment, too, concerns copyright protection, not ownership. It "simply assures that if the law of the country of *infringement* applies to the scope of substantive *copyright protection*, that law will be applied uniformly to foreign and domestic authors." *Itar-Tass*, 153 F.3d at 89 (emphases added); *see* Berne Convention art. 5(1) ("Authors shall *enjoy* … in countries of the Union other than the country of origin, the rights which their respective laws do now or may hereafter grant to their nationals …."

(emphasis added)). Thus, the national-treatment principle simply has no bearing on whether, upon termination, a U.S. author reclaims ownership of rights worldwide, or only in the United States.

In this regard, it is telling that the Berne Convention differs from the Paris Convention for the Protection of Industrial Property, which governs international patent and trademark relations. Unlike the Berne Convention, the Paris Convention adopts a territorial basis for ownership. It makes clear that there are multiple and separate rights to patents and trademarks in each signatory country. For example, "[p]atents applied for in the various countries of the Union" are "independent of patents obtained for the same invention in other countries." Paris Convention for the Protection of Industrial Property art. 4*bis*, July 14, 1967, 828 U.N.T.S. 305. Likewise, a trademark "duly registered in a country of the Union shall be regarded as independent of marks registered in the other countries of the Union." *Id.* art. 6.

That treaty-level contrast is reflected in domestic law. Petitioners themselves acknowledge that "unlike copyright, patent and trademark holders generally must register their work in every country where they seek protection." Pet.11 n.3 (citing Paris Convention arts. 4*bis*(1), 6(3)). The Patent Act reflects that same territorial understanding, making clear that "[e]very patent shall contain … a grant to the patentee … of the right to exclude others from making, using, offering for sale, or selling the invention *throughout the United States*." 35 U.S.C. § 154(a)(1) (emphasis added). Title 17, by contrast, contains no analogous geographic limitation on copyright ownership. *See* *supra* § IV.A. Nor do the Patent Act or the Lanham Act contain anything resembling § 304's reversion to the author. So Petitioners' patent and trademark analogies cannot supply the rule here.

None of this requires the Court to embrace an "international copyright" theory. *Contra* Pet.26. Petitioners' sources disavowing any "international copyright" theory perfectly accord with the Fifth Circuit's approach—that Berne does not supply a choice-of-law rule for ownership issues and that "[p]rotection" (not ownership) "depends on the national laws of [each member] country." Pet.26 & n.6 (citation omitted).

Petitioners' reliance on the Berne Convention backfires for another reason. In implementing the Berne Convention, Congress declared that "[a]ny rights in a work eligible for protection under this title … shall not be expanded … by virtue of, or in reliance upon, the provisions of the Berne Convention." § 104(c). Petitioners accuse the Fifth Circuit of "extend[ing]" a "home-country copyright … internationally *by virtue of* Berne." Pet.30. But it is Petitioners' theory that directly contradicts the implementing legislation. In Petitioners' own words, "*by virtue of* Berne," a U.S. author "upon creating a work … is automatically 'and at once, the proprietor of'" a separate copyright in every signatory nation, Pet.10 (emphasis added)—182 nations in all, *see* World Intellectual Property Org., *WIPO-Administered Treaties: Contracting Parties/Signatories, Berne Convention*, https://perma.cc/J2ZF-3VWZ. That is an astonishing expansion of rights, commandeering foreign laws into creating automatic ownership—all because a U.S. author's copyright came into existence in the United States. The more logical, and careful, reading is that where a U.S. author owns a copyright arising under U.S. law, he can *protect* those rights under the domestic laws of other Berne member nations. *See* Patry, *supra*, at 394-95. That reading takes nothing from foreign law. The enforcement of rights in each country remains governed by that country's law, but the only question here is who owns the rights the 1963 grant conveyed.

D. Petitioners' reading leads to absurd consequences. Under their rule, U.S. authors seeking to fully re-exercise their rights through termination must jump through 181 hoops—that is, by trying to terminate the grant in each of the 181 other Berne member nations. Whether those efforts would succeed is beside the point. What matters is that Petitioners' approach is entirely unworkable and inconsistent with the 1976 Act's goal of "provid[ing] certainty and simplicity in international business dealings." *See* House Report at 135.

Petitioners' take on international copyright makes little sense when viewed through the lens of ordinary property-ownership principles. Suppose a member nation (say, Egypt) leaves the Berne Convention. Petitioners' rule would have "Egyptian copyrights" for U.S. works winking out of existence. Conversely, if another country joins the Berne Convention, Petitioners' rule would create new "foreign copyrights" for U.S. works out of thin air. By contrast, the Fifth Circuit's approach sensibly recognizes that ownership vests only once, whereas *protection* in a given territory may be gained, lost, or varied as a member country's domestic laws dictate.

Petitioners and their amici express great concern for how the Fifth Circuit's approach will affect foreign authors and foreign courts. Pet.3-4, 18, 19, 21-22, 28-30; Law Profs. Br.11-13. But, as noted above (at 29-30), this case simply does not present those questions. No foreign authors are involved here. App.2-5. No foreign sovereign has been asked to recognize the termination; no foreign court has refused to do so; no foreign infringement claim, foreign remedy, or foreign judgment is before the Court. So this case presents no opportunity to assess the geographic scope of termination rights for foreign authors or to resolve hypothetical foreign conflicts—questions Petitioners portray as involving a complex web of foreign laws. *E.g.*, Pet.28-30. If these international questions are as consequential as Petitioners say, they should buy rights to a case that actually presents them.[6]

[6] There is an irony in Petitioners' professed concern for the termination rights of foreign artists: Petitioners have fought ardently against recognizing such rights. For example, Sony persuaded a U.K. court to rule that Duran Duran's contract—signed when the group's members were "unsuspecting teenagers"—prevented the group from terminating Sony's rights to three of their albums. BBC News, *Duran Duran 'Shocked' After Losing Legal Copyright Battle* (Dec. 2, 2016), https://perma.cc/YEF4-S6CE. And Sony also forced Paul McCartney—who makes several appearances in Petitioners' brief—into litigation over whether he could terminate Sony's rights to some of the Beatles' songs. *McCartney v. Sony/ATV Music Publ'g LLC*, No. 17-cv-363, Dkt. 1 at 11-14 (S.D.N.Y. Jan.

CONCLUSION

The petition should be denied.

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18, 2017). Besides, contrary to Petitioners' claim that the Fifth Circuit's decision leaves foreign authors high and dry, courts have already recognized that foreign authors can have renewal rights within the United States under the Copyright Act even where the author's home country does not recognize such rights. *See Corcovado Music Corp. v. Hollis Music, Inc.*, 981 F.2d 679, 684-85 (2d Cir. 1993).