No. 26-61

IN THE

Supreme Court of the United States

SHOSH YONAY, *et al.*,

Petitioners,

v.

PARAMOUNT PICTURES CORPORATION,

Respondent.

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

BRIEF OF MUSIC ARTISTS COALITION AND INDEPENDENT BOOK PUBLISHERS ASSOCIATION AS *AMICI CURIAE* IN SUPPORT OF PETITIONERS

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INTERESTS OF AMICI CURIAE[1]

Music Artists Coalition ("MAC") is a 501(c)(6) organization dedicated to protecting the rights, financial security, and creative freedom of music creators. Its members include chart-topping songwriters, Grammy-winning artists, Rock and Roll Hall of Fame inductees, and music creators at every stage of career development. MAC advocates for appropriate compensation, meaningful creative control, and an artist-led music industry in which creators can make a living and leave a legacy. Termination rights are central to those interests because they give songwriters and other authors a second opportunity to control and benefit from works whose value could not be known when the original grant was made.

Independent Book Publishers Association ("IBPA") is a not-for-profit membership organization that leads and serves the independent publishing community through advocacy and education. Founded in 1983, IBPA is the largest independent publishing association in the United States, with

[1] Counsel of record for all parties received timely notice of amici's intent to file this brief. No counsel for any party authored this brief in whole or in part, and no party or counsel for any party made a monetary contribution intended to fund the preparation or submission of the brief. No person or entity other than amici or their counsel made such a monetary contribution intended to fund the brief's preparation or submission.

more than 4,000 members, including independent and author publishers, university presses, and nonprofit presses. Its members create, acquire, license, publish, and distribute copyrighted works and therefore depend on clear rules governing ownership, termination, and derivative works.

SUMMARY OF ARGUMENT

Congress has long recognized that "the author is the fundamental beneficiary of copyright under the Constitution." H.R. Rep. No. 94-1476, at 124 (1976). Yet economic realities often compel authors to transfer the benefits afforded by copyright to industry intermediaries. *Waite v. UMG Recordings, Inc.*, 450 F. Supp. 3d 430, 432 (S.D.N.Y. 2020) ("Aspiring singers, musicians, authors and other artists often grant copyright in that work as part of the bargain they strike for promotion and commercialization.") (cleaned up). In many cases, such deals between authors and industry are imbalanced—financially and otherwise—in favor of those intermediaries. *See, e.g., Fred Fisher Music Co. v. M. Witmark & Sons*, 318 U.S. 643, 653 (1943) (recognizing Samuel Langhorne Clemens's unremunerative sale of the copyright in "Innocents Abroad").

To remedy this inversion of constitutional benefits, United States copyright law has always ensured that authors (or their heirs) receive a second chance to control and benefit from the fruits of their labor. From the first Copyright Act of 1790, Act of May 31, 1790, 1 Stat. 124, through the Copyright Act of 1909, Act of Mar. 4, 1909, 35 Stat. 1081 (the "1909 Act"), Congress divided copyright protection into two terms and reserved the "renewal" term for authors and their heirs even when the "original" term had been transferred. 17 U.S.C. § 24 (1909). Under the Copyright Act of

1976, 90 Stat. 2589–2590 (the "1976 Act"), Congress preserved that second chance through "termination rights," which give authors and their heirs an inalienable right to reclaim copyrights previously transferred or licensed. 17 U.S.C. §§ 203, 304(c).

The termination right is powerful, but it is not absolute. This case concerns one limitation on that right—the "derivative-works exception" in Sections 203(b)(1) and 304(c)(6)(A) of the 1976 Act. Under the 1909 Act's renewal regime, renewal could bar the continued exploitation of derivative works prepared during the original term. *Stewart v. Abend*, 495 U.S. 207, 217 (1990). The 1976 Act takes a different approach: it permits a grantee to continue exploiting a derivative work prepared before termination. Just as important, however, the exception expressly withholds any privilege to prepare *new* derivative works after termination.

The Ninth Circuit's decision erodes that statutory protection in two related ways. First, by comparing only "Top Guns" and *Maverick* as endpoints, its analysis did not account for *Top Gun*—the authorized intermediate derivative through which protected expression from the article may have passed into the sequel. Second, the court treated "substantial similarity" as the controlling measure for infringement without separately asking the question posed by the statutory derivative-work right: whether *Maverick* incorporated more than a de minimis amount of protected expression from “Top Guns,” without consent, and recast, transformed, or adapted that expression into a new work. Together, those errors permit a pre-termination adaptation to become a conduit for post-termination sequels and other derivatives, diminishing the right Congress expressly reserved to authors and their heirs.

If allowed to stand, the Ninth Circuit’s ruling will affect every creative industry. Musical works, for example, are often exploited through multiple parties and successive layers of adaptation. The resulting works may incorporate both a songwriter’s protected composition and new expression supplied by performers, producers, arrangers, translators, and recording artists. After termination, the statutory limit on new derivative works requires the former grantee to yield to the author or the author’s heirs. In cases involving successive adaptations, the decision below makes that protection exceedingly difficult—if not impossible—to enforce.

ARGUMENT

I. Congress Unambiguously Prohibited New Derivative Works Prepared After Termination.

The 1976 Act substantially revised domestic copyright law. *Harper & Row Publishers, Inc. v. Nation Enters.*, 471 U.S. 539, 552 (1985). Among other changes, it replaced the dual-term system for works created on or after January 1, 1978, with a unitary term based on the author's life. 17 U.S.C. § 302. Because that change eliminated the renewal term for those works, Congress created a new mechanism to protect authors from perpetual grants to industry intermediaries. *See Mills Music, Inc. v. Snyder*, 469 U.S. 153, 172–73 (1985). Section 203 accordingly gives authors and their heirs an inalienable right to terminate a copyright transfer or license after 35 years. 17 U.S.C. § 203. Like renewal rights before them, termination rights reflect a steadfast commitment to "relieve authors of the consequences of ill-advised and unremunerative grants made before the author had a fair opportunity to appreciate the true value of his work product." *Mills Music*, 469 U.S. at 172–73 (cleaned up).

A. The Derivative-Works Exception Draws a Clear Line at Termination.

As a legislative compromise, Congress imposed several limits on termination rights and required authors or their heirs to take affirmative steps to invoke them. One limit—not at issue here—generally excludes works made for hire from the termination regime. 17 U.S.C. §§ 203, 304(c). Another governs derivative works. Under the renewal regime, renewal could prohibit the continued exploitation of a derivative work prepared during the original term. *Stewart*, 495 U.S. at 217. Under the termination regime, by contrast, a grantee may continue to exploit a derivative work prepared before termination. 17 U.S.C. §§ 203(b)(1), 304(c)(6)(A). These limitations reflect the "historic compromise" that allowed the long-debated legislation to finally move forward. *Community for Creative Non-Violence v. Reid*, 490 U.S. 730, 746 (1989).

But the derivative-works exception is not open-ended. The date of termination marks a clear dividing line:

> A derivative work prepared under authority of the grant before its termination may continue to be utilized under the terms of the grant after its termination, but this privilege ***does not extend to*** the preparation after the termination of ***other derivative works*** based upon the copyrighted work covered by the terminated grant.

17 U.S.C. §§ 203(b)(1), 304(c)(6)(A) (emphasis added). Congress thus distinguished between continuing to exploit derivative works prepared before termination and preparing new derivative works after termination. The former remains permissible; the latter is reserved to authors and their heirs.

Statutory interpretation "begins with the statutory text," and when the text is unambiguous, it "ends there as well." *Nat'l Ass'n of Mfrs. v. Dep't of Def.*, 583 U.S. 109, 127 (2018). Courts therefore presume that a legislature "says in a statute what it means and means in a statute what it says there." *Connecticut Nat'l Bank v. Germain*, 503 U.S. 249, 253–54 (1992). Undefined terms receive their plain and ordinary meaning. *Bilski v. Kappos*, 561 U.S. 593, 603 (2010). And statutory language must be read in context. *McCarthy v. Bronson*, 500 U.S. 136, 139 (1991). Courts thus "look not only to the particular statutory language, but to the design of the statute as a whole and to its object and policy." *Crandon v. United States*, 494 U.S. 152, 158 (1990).

Applied here, Section 203(b)(1) calls for a straightforward inquiry: Is *Maverick* a "derivative work"; was it prepared after termination; and is it "based upon" the copyrighted work covered by the terminated grant—"Top Guns"?

The 1976 Act answers the first question by defining a "derivative work" in Section 101:

> [A] work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other

> form in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a "derivative work".

17 U.S.C. § 101. The Act further provides that copyright in a derivative work "extends only to the material contributed by the author of such work, as distinguished from the preexisting material employed in the work." 17 U.S.C. § 103(b). There is—and should be—no dispute that *Maverick* is a derivative work of *Top Gun* in the general sense. *See* 4 Patry on Copyright § 12:9 (2026 ed.) (confirming that "a motion picture sequel, prequel, or adaptation of an earlier movie" is a derivative work) (cleaned up). Nor is there any dispute that *Maverick* was prepared after termination. Pet. 8. The remaining question is whether *Maverick* is "based upon" "Top Guns."

B. The Ninth Circuit's Analysis Failed to Account for the Statutory Text.

The Ninth Circuit acknowledged the termination of the grant but resolved the appeal without construing the language that limits the derivative-works exception. That does not place Section 203(b)(1) outside this case. Termination framed the alleged lack of authorization, and the provision defines the line between Respondent's continuing privilege to exploit *Top Gun* and Petitioners' restored right to control new derivatives of "Top Guns." The panel's infringement analysis never confronted that statutory line. This Court need not resolve every question under Section 203(b)(1) to recognize that the provision supplies essential context for the derivative-work right asserted here.

The relevant factual inquiry under Section 203(b)(1) asks whether "Top Guns" supplied protected expression that served as a foundation or basis for *Maverick*. *See, e.g.*, *Woods v. Bourne Co.*, 60 F.3d 978, 991 (2d Cir. 1995) (whether a work is derivative is a question of fact). That inquiry cannot be confined to the resemblance between the two endpoints. Under Section 103(b), Respondent never acquired ownership of material originating in "Top Guns" merely because that material was embodied in *Top Gun*. If *Maverick* incorporated and further adapted such material through the intermediate film, it may accurately be said to be "based upon" the "work covered by the terminated grant." 17 U.S.C. §§ 103(b), 203(b)(1).

Even if ambiguity remained, the same conclusion would follow. Exceptions are construed narrowly so they do not swallow the rule. *See Comm'r v. Clark*, 489 U.S. 726, 739 (1989). And where a statute is susceptible to two interpretations, it should be read in the manner that "effectuates rather than frustrates" Congress's major purpose. *Shapiro v. United States*, 335 U.S. 1, 31 (1948).

This Court has recognized that the "principal purpose of [termination rights is] to provide added benefits to authors" by relieving them "of the consequences of ill-advised and unremunerative grants." *Mills Music*, 469 U.S. at 172–73. Those rights are meant to protect authors—not prior grantees. *Korman v. HBC Fla., Inc.*, 182 F.3d 1291, 1296 (11th Cir. 1999) ("The Supreme Court has recognized that the purpose of [termination rights is] to help authors, not publishers or broadcasters or others who benefit from the work of authors.").

The legislative history confirms both sides of that line. The House Report explains that "a film made from a play could continue to be licensed for performance after the motion picture contract had been terminated ***but any remake rights covered by the contract would be cut off***." H.R. Rep. No. 94-1476, at 127 (emphasis added). That example protects the grantee's investment in the existing film while reserving the post-termination remake market to the author. The decision below permits the very conduct Congress excluded. It permits preparation of a post-termination derivative work without the authors' consent. That error—and its threat to a fundamental right of federal copyright law—warrants this Court's review.

II. The Derivative-Work Inquiry Turns on Protected Incorporation and Adaptation, Not Endpoint Resemblance Alone.

Amici agree with Petitioners that the division among the circuits over substantial-similarity methodology warrants this Court's review. That division is consequential in ordinary infringement cases and especially consequential here, where the challenged work is alleged to derive from an article through an authorized intermediate adaptation. The current termination context exposes a basic limitation of an endpoint-only comparison because successive adaptations can look increasingly different while continuing to carry forward protected expression from the original work.

Section 203(b)(1) therefore reinforces an antecedent point fairly encompassed by the Question Presented: substantial similarity cannot be applied in a manner that displaces the distinct statutory inquiry under Section 106(2). Whatever evidentiary or shorthand role substantial similarity may play, the ultimate question must be whether the challenged work incorporated more than a de minimis amount of protected expression from the original, without authorization, and recast, transformed, or adapted that expression into a new work—not merely whether the completed works resemble one another in overall appearance, sequence, or "total concept and feel."

The 1976 Act does not confer a single, undifferentiated right against "copying." Section 106 separately grants the copyright owner the exclusive rights "to reproduce the copyrighted work in copies or phonorecords" and "to prepare derivative works based upon the copyrighted work." 17 U.S.C. § 106(1)–(2). The rights overlap, but they address different conduct. The reproduction right protects against unauthorized reproduction in copies or phonorecords; the derivative-work right protects the author's control over new versions in which protected expression from a preexisting work is recast, transformed, or adapted.

That distinction has historical roots. Under early copyright statutes, adaptations, translations, and similar derivatives were not protected. In *Stowe v. Thomas*, 23 F. Cas. 201, 208 (C.C.E.D. Pa. 1853), for example, the court distinguished between "the exclusive right to print, reprint and vend" the plaintiff's book and a translation of it. A translation, the court explained, "may, in loose phraseology, be called a transcript or copy of [the author's] thoughts or conceptions, but in no correct sense can it be called a copy of her book." *Id.* The translation was therefore not actionable.

The 1909 Act changed that result. It gave authors of literary works the exclusive right to control translations and gave authors of nondramatic works the right to convert them into dramatic works. 17 U.S.C. § 1(b)

(1909). Thus, when this Court addressed a motion-picture adaptation of *Ben Hur* in *Kalem Co. v. Harper Bros.*, 222 U.S. 55 (1911), it recognized the "exclusive right to dramatize any of [the plaintiffs'] works. So, if the exhibition was or was founded on a dramatizing of *Ben Hur*, this copyright was infringed." *Kalem Co.*, 222 U.S. at 63.

The 1976 Act retained that distinction. From the earliest drafts, the bills separately enumerated the reproduction right and the right to prepare derivative works. *See* H.R. 11947, 88th Cong. (2d Sess. 1964); S. 3008, 88th Cong. (2d Sess. 1964); H.R. 4347, 89th Cong. (2d Sess. 1965); S. 1006, 89th Cong. (2d Sess. 1965). The House Report acknowledged that the rights "overlap" but explained that the derivative-work right is broader. H.R. Rep. No. 94-1476, at 62.

The overlap does not make the two rights interchangeable. Nor does it mean that substantial similarity is irrelevant in every derivative-work case. Similarity may provide evidence of incorporation and, in familiar cases, has operated as shorthand for actionable appropriation. But a judicial shorthand cannot supplant the elements Congress enacted or render the derivative-work right superfluous. *See Connecticut Nat'l Bank*, 503 U.S. at 253–54.

Courts nevertheless often import the substantial-similarity formulation used in reproduction cases into the Section 106(2) analysis. *See, e.g.*, *Atkins v. Fischer*, 331 F.3d 988, 993 (D.C. Cir. 2003); *Kohus v. Mariol*, 328 F.3d 848, 858 (6th Cir. 2003); *Well-Made Toy Mfg. Corp. v. Goffa Int'l Corp.*, 354 F.3d 112, 117 (2d Cir. 2003); *Alcatel USA, Inc. v. DGI Techs., Inc.*, 166 F.3d 772, 787 n.55 (5th Cir. 1999); *Litchfield v. Spielberg*, 736 F.2d 1352, 1357 (9th Cir. 1984); *see also* 4 Patry on Copyright § 12:13 (2026 ed.) ("In order to infringe the derivative right, there must be substantial similarity in protectible expression between the parties' works.").

That formulation is incomplete when it makes end-point resemblance the exclusive criterion. Section 106(2) protects the right "to prepare derivative works based upon the copyrighted work," and Section 101 defines such a work as one in which a preexisting work is "recast, transformed, or adapted." The House Report supplies the corresponding infringement inquiry: "to constitute a violation of section 106(2), the infringing work must incorporate a portion of the copyrighted work in some form." H.R. Rep. No. 94-1476, at 62. The statutory focus is therefore protected incorporation and adaptation. Overall resemblance may bear on that inquiry, but it is not a substitute for it.

Mulcahy v. Cheetah Learning LLC illustrates the distinction. The Eighth Circuit acknowledged the resemblance between the reproduction and derivative-work inquiries but held that what is "substantial or sufficient must take into account the nature of the derivative work inquiry." 386 F.3d 849, 853 (8th Cir. 2004). It accordingly focused on the qualitative nature of the expression taken and adapted, explaining the relevant inquiry as:

> whether this copying, condensing, and adapting of the plaintiff's work encroaches upon, i.e., infringes, the exclusive right 'to prepare derivative works based upon the copyrighted work.' 17 U.S.C. § 106(2). This issue cannot be answered by looking at the percentage of the plaintiff's work that has been condensed or copied in the defendant's work. Rather, a reasonable factfinder could find that the defendant's work is an infringing derivative work if it copied or condensed the qualitative core of one marketable portion of the plaintiff's work. . . . [T]he derivative work issue, like the fair use issue, should turn on the qualitative nature of the taking. Thus, a work may be found to be derivative even if it has a different total concept and feel from the original work.

Mulcahy, 386 F.3d at 853–54 (cleaned up) (internal citations omitted).

The Ninth and Seventh Circuits' disagreement over mounted artwork points in the same direction. In *Mirage Editions, Inc. v. Albuquerque A.R.T. Co.*, 856 F.2d 1341 (9th Cir. 1988), the Ninth Circuit held that mounting copyrighted artwork on ceramic tiles produced derivative works. In *Lee v. A.R.T. Co.*, 125 F.3d 580 (7th Cir. 1997), the Seventh Circuit disagreed. Yet both courts asked whether the preexisting work had been "recast, transformed, or adapted." Their disagreement concerned application of the statutory language, not whether the tiles shared the artwork's overall concept and feel or were otherwise substantially similar.

Commentators likewise have questioned treating substantial similarity as the touchstone for both rights. *See* Daniel Gervais, Ph.D., *The Derivative Right, or Why Copyright Law Protects Foxes Better Than Hedgehogs*, 15 Vand. J. Ent. & Tech. L. 785, 841 (2013); Michael Abramowicz, *A Theory of Copyright's Derivative Right and Related Doctrines*, 90 Minn. L. Rev. 317, 335 (2005). Their criticism reflects statutory structure and that a test developed principally to identify unlawful reproduction should not be applied so rigidly that it disables the separate right to control adaptations.

A textually faithful Section 106(2) inquiry asks whether the challenged work incorporates protected expression from the copyrighted work in an amount that is more than de minimis, judged both quantitatively and qualitatively, and recasts, transforms, or adapts that expression into a new work without authorization. Substantial similarity may be evidence—or useful shorthand—in applying that inquiry, but it cannot foreclose liability solely because successive adaptation has changed the works' overall look and feel. At minimum, the Court should grant review to make clear that the Ninth Circuit's threshold framework may not prevent consideration of protected expression as a whole throughout the actual chain of adaptation. The Court need not settle every feature of the Section 106(2) standard to correct that error.

III. An Authorized Intermediate Derivative Does Not Break the Chain of Incorporation.

The termination regime makes the Ninth Circuit's error concrete. Section 203(b)(1) permits continued utilization of *Top Gun* as the derivative work prepared before termination. It does not authorize Respondent to prepare every later work that can be conceivably developed from that film. The decisive question is whether *Maverick* newly incorporated and adapted protected expression originating in "Top Guns," even if Respondent developed that expression in the intermediate film. Comparing only the first and last works as completed products does not answer that question.

No new doctrinal test is required. Applying ordinary ownership and infringement principles to a chain of derivative works, the court should have identified the protected expression belonging to the owner of the underlying work and determine whether the challenged work incorporated that expression, directly or through an intermediate embodiment.

The proper analysis follows the existing statutes. First, the Ninth Circuit should have identified protected expression from the underlying work that was incorporated, recast, transformed, or adapted in the authorized derivative, excluding facts, ideas, historical subject matter, stock elements, and *scènes à faire*. Second, the court should have asked whether the challenged work incorporated that expression in more than a de minimis way and further recast, transformed, or adapted it. This provenance inquiry—sometimes described as source tracing—does not add an element to Section 106(2); it identifies the source and ownership of the expression to which the statutory elements are applied.

Section 103(b) requires precisely that separation. Copyright in a derivative work extends only to the adapter's new contribution and does not enlarge or alter rights in "the preexisting material employed in the work." 17 U.S.C. § 103(b). A sequel may therefore employ expression contributed by the creators of the first film, expression originating in the underlying article, or both. Working from the film rather than returning to the article, however, does not transfer ownership of the article's expression or erase its origin.

The Ninth Circuit did not conduct that analysis. It treated differences produced by changes in medium, fictionalization, and successive adaptation as reasons to find no infringement without first determining what protected expression from "Top Guns" was embodied in *Top Gun* and whether *Maverick* newly incorporated and adapted that expression. Its threshold extrinsic test therefore bypassed disputed questions of fact about the provenance and use of protected expression before a jury could consider them.

The court remains responsible for defining the governing legal standard and excluding unprotectable material. Within those boundaries, however, the relevant questions are factual: What protected expression from "Top Guns" was incorporated into or adapted in *Top Gun*? Did *Maverick* incorporate that expression directly or through the intermediate film? Was the amount incorporated more than de minimis, judged both quantitatively and qualitatively? And was the expression recast, transformed, or adapted in preparing the later film? Those questions concern the relationship among three works and should not be collapsed into a judicial substantial similarity comparison of two endpoints at summary judgment.

If *Maverick* used only facts, stock elements, and expression independently contributed by *Top Gun*'s creators, Respondent violated no right held by Petitioners. But if *Maverick* incorporated, in more than a de minimis way, protected expression originating in "Top Guns" and further adapted that expression, Respondent cannot invoke Section 203(b)(1)'s continued-utilization exception merely because it drew the material from its earlier authorized film. The exception preserves exploitation of that film. It does not convert the film into a perpetual license to prepare new derivatives of the terminated work.

Ignoring this would make the former grantee's position stronger with every successive adaptation. Each new work can add expression and alter medium, tone, setting, or structure, making the endpoints less facially similar even while protected expression from the original continues to supply characters, relationships, melodies, lyrics, narrative structures, or other material. The more extensively a franchise is developed, the easier it would become to avoid the termination right that matters most when the work proves unexpectedly valuable.

That result is the opposite of the system Congress enacted. Termination rights exist because a work's value often cannot be known when the author makes the original grant. *Mills Music*, 469 U.S. at 172–73. The right is therefore *most* consequential when a work becomes successful enough to support further editions, arrangements, sequels, remakes, translations, and cross-media adaptations. A rule that allows the original grantee to continue producing those works by relying on its first adaptation deprives authors of the value termination was designed to restore.

The proper statutory approach preserves both sides of the balance Congress struck. It protects the grantee's reliance interest by permitting continued use of pre-termination derivative works; it protects the adapter's independently created contributions; and it leaves facts and ideas free for all. But it requires renewed authorization when a post-termination work incorporates more than a de minimis amount of protected expression originating in the terminated work and recasts, transforms, or adapts that expression. That is not a new doctrinal overlay. It is the line drawn by the text of Sections 103(b), 106(2), and 203(b)(1).

The decision below replaces that balance with a one-way ratchet. A former grantee could retain the original derivative work, use it to create a second, use the second to create a third, and make termination less effective at every step. The works for which termination matters most—those whose unexpected success created valuable adaptation markets—would receive the least meaningful recapture.

The distinction between continuing to exploit a derivative work already prepared and preparing new ones is the whole of what Section 203(b)(1) preserves. The Ninth Circuit's decision below dissolves it, and the dissolution will not stay confined to these facts. Wherever a terminated grant produced a successful adaptation, the former grantee will hold what amounts to a standing license to prepare the next one, and the recapture right Congress created will be least effective precisely where the value it was meant to restore is greatest.

CONCLUSION

Amici's members often grant rights at the beginning of a work's life, when no one can know what the work will become. Termination rights are the fundamental mechanism Congress gave them to recapture the value they helped create. The Ninth Circuit's decision permits the derivative-works exception to swallow the termination rule it qualifies. Accordingly, the petition for a writ of certiorari should be granted.

Respectfully submitted,

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