

No. _____

**IN THE
SUPREME COURT OF THE UNITED STATES**

RAVEN ROSS, CHRISTOPHER WONG WON, JR.,
LETERIUS RAY, ANISSA WONG WON AND LUTHER CAMPBELL,

Applicants and Petitioners,

v.

LIL' JOE RECORDS, INC.,

Respondent.

**APPLICATION FOR AN EXTENSION OF TIME TO FILE A PETITION FOR
A WRIT OF CERTIORARI**

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October 9, 2026

RULE 29.6 STATEMENT

Applicants are individuals.

PARTIES TO THE PROCEEDINGS

Raven Ross, Christopher Wong Won, Jr., Leterius Ray, Anissa Wong Won, Luther Campbell, Lil' Joe Records, Inc.

APPLICATION FOR AN EXTENSION OF TIME

To the Honorable Clarence Thomas, Associate Justice of the Supreme Court of the United States and Circuit Justice for the Eleventh Circuit:

1. Pursuant to Rules 13.5, 22, and 30.2 of the Rules of this Court, Applicants Raven Ross, Christopher Wong Won, Jr., Leterius Ray, Anissa Wong Won, and Luther Campbell respectfully request a 60-day extension of time, up to and including **December 21, 2026**, or any date the Court finds proper, within which to file a petition for a writ of certiorari to review the United States Court of Appeals for the Eleventh Circuit opinion in the case *Lil' Joe Recs., Inc. v. Ross*, 177 F.4th 1170 (11th Cir. 2026) (Case No. 24-13978).

2. The Eleventh Circuit issued its opinion and judgment on June 2, 2026. Applicants timely petitioned for rehearing *en banc*, and the court of appeals denied rehearing on July 24, 2026. Copies of the opinion and the order denying rehearing are attached as **Exhibits A** and **B**. Absent an extension, a petition for a writ of certiorari would be due on October 22, 2026. See Sup. Ct. R. 13.1, 13.3. This application is filed more than ten days before that date. See Sup. Ct. R. 13.5. This Court has jurisdiction under 28 U.S.C. § 1338 and 28 U.S.C. § 1254(1).

BACKGROUND

3. The Copyright Act provides authors a personal, inalienable right to terminate a copyright transfer within a five-year window beginning 35 years after the transfer. 17 U.S.C. § 203(a). Where a grant was executed by two or more authors of a joint work, termination may be effected by a majority of the authors who executed

the grant. *Id.* § 203(a)(1). If an author has died, the termination interest passes to the author’s heirs. *Id.* § 203(a)(2). The Section 203 right may *only* be exercised by an artist or their heirs and termination “may be effected notwithstanding any agreement to the contrary.” *Id.* §§ 203(a)(1), (5). These two features have resulted in this Court twice referencing the right as “inalienable.”

4. Applicants constitute one surviving member and the heirs of two other members of the musical group 2 Live Crew (“2 Live Crew”). In aggregate they represent the majority of the interests in five seminal 2 Live Crew albums that the group created no later than 1990 and whose copyrights the group transferred to their record label, which has since gone bankrupt, no later than 1990. In 2020, they served §203 notices on Respondent, Lil’ Joe Records, Inc. (“Lil Joe”), the record label that obtained the 2 Live Crew album rights from the defunct label. Those notices terminated 2 Live Crew’s grant of copyrights for these albums, thus reclaiming the copyrights. Respondent sued 2 Live Crew to block the reclamation, arguing, *inter alia*, that two of the members had lost their § 203 rights over two decades ago when they filed for bankruptcy.

5. At the summary judgment stage the district court granted summary judgment to 2 Live Crew on nine of the 10 claims at issue and found, in accord with precedent, that 2 Live Crew’s § 203 right had not transferred to the bankruptcy estates, concluding that “the right to terminate is [‘]inalienable[’] for both authors and heirs[.]” and that it “cannot be contracted away.” *Lil’ Joe Recs., Inc. v. Ross*, 752 F. Supp. 3d 1287, 1302 (S.D. Fla. 2024), *rev’d and remanded*, 177 F.4th 1170 (11th

Cir. 2026), citing *Stewart v. Abend*, 495 U.S. 207, 230, 110 S.Ct. 1750, 109 L.Ed.2d 184 (1990), citing 17 U.S.C. §§ 203, 302; *Baldwin v. EMI Feist Catalog, Inc.*, 805 F.3d 18, 32 (2d Cir. 2015). It further acknowledged the “manifest congressional intent” behind § 203, which is to protect artists and their heirs, and noted that the § 203 rights are “personal rights, separate and apart from underlying copyrights,” because they exist for the specific purpose of “allow[ing] an **author**, if he is living, or his widow and children, if he is not, to recapture ... the rights that had previously been transferred to third parties.” *Id.*, 752 F. Supp. 3d at 1304 (emphasis in original), citing *Classic Media, Inc. v. Mewborn*, 532 F.3d 978, 983 (9th Cir. 2008). It then concluded that “copyright termination rights do not become a part of the bankruptcy estate because they are **personal rights** specifically created for the author, not property rights that can be transferred.” *Id.* at 1305 (emphasis added). The case then progressed to a jury trial with 2 Live Crew winning on all counts.

6. The Eleventh Circuit reversed, embracing a position that neither party had developed, drawn from a bankruptcy case neither party cited that the Eleventh Circuit itself circulated to the parties just before oral arguments. The Eleventh Circuit decided that when one 2 Live Crew member, Mark Ross, filed for Chapter 7 bankruptcy in 2000, his § 203 termination right transferred into his Chapter 7 bankruptcy estate under 11 U.S.C. § 541(c)(1), and that because the interest was never scheduled and administered, it remained property of the estate under 11 U.S.C. § 554(d) when Mr. Ross signed the termination notice in 2020. On that basis, the court concluded the notice lacked the majority § 203(a)(1) requires. The panel

expressly declined to decide how termination interests should be treated in bankruptcy or what Mr. Ross's heirs must do to exercise the interest but twice noted that property that is "not scheduled, administered, or formally abandoned remains property of the estate" unless the bankruptcy "court orders otherwise." *Lil' Joe Recs., Inc.*, 177 F.4th at 1176, citing 11 U.S.C. § 554(c), (d).

7. Raven Ross, Mark's daughter and the statutory owner of his § 203 and related rights, moved to reopen Mark's bankruptcy case, *In re Ross*, Case No.: 00-43637-JJR-7 (Bankr. N.D. Ala.), to request that the court order otherwise and find the § 203 right should not be part of the bankruptcy estate or should otherwise be abandoned. Oral argument on this motion to reopen was held on October 8, 2026 and the motion was granted that day. The bankruptcy court will now consider the treatment of the § 203 right in the bankruptcy context and issue a ruling as to whether it may be alienated in light of the Eleventh Circuit ruling. Applicants anticipate this happening in advance of the date for which an extension has been requested.

REASONS FOR GRANTING AN EXTENSION

8. This case presents "a question of first impression at the intersection of copyright and bankruptcy." *Lil' Joe Recs., Inc. v. Ross*, 177 F.4th 1170, 1171 (11th Cir. 2026). This crucial overlap includes two federal statutes that need to be harmonized. The lower court's decision also conflicts with this Court's precedent, as this Court has at least twice referenced the fact that § 203 "provides an inalienable termination right." *Stewart v. Abend*, 495 U.S. 207, 230, 110 S. Ct. 1750, 1765, 109 L.

Ed. 2d 184 (1990), citing 17 U.S.C. §§ 203, 302; see also *New York Times Co. v. Tasini*, 533 U.S. 483, 497, 121 S. Ct. 2381, 2389, 150 L. Ed. 2d 500 (2001) (citing *Stewart*, recognizing “author’s “inalienable termination right”). The case thus concerns a first review of a conflict between two federal statutes and a decision that conflicts with this Court’s precedent. It is an ideal vehicle to address the issues raised, which affect every author in the U.S. who has filed for bankruptcy since 1978 by divesting them of their statutorily guaranteed § 203 rights.

9. This case also squarely addresses a substantial and recurring question of federal law that affects authors nationwide, *viz.*, whether an author’s personal, unvested, inalienable § 203 right, which can be exercised notwithstanding any agreement to the contrary, is nevertheless transferred into an author’s bankruptcy estate. Notably, the right cannot be transferred or exercised by a bankruptcy trustee, creditor, or other third party.

10. The Eleventh Circuit Opinion will have significant effects on any artist that has declared bankruptcy since 1978, as those that did not schedule their § 203 right have lost that right under the novel ruling. And as explained in the Music Artists’ Coalition and Songwriters Guild of America, Inc.’s amici brief in support of Applicants’ *en banc* petition in the Eleventh Circuit, as a matter of course musicians have *not* identified the § 203 right on their bankruptcy asset schedule. Amici cite numerous musicians’ bankruptcy cases in which the § 203 right was not scheduled: *Samuel Paul Kershaw*, 3:07-bk-00788 (Bankr. M.D. Tenn. 2007), *Loretta Lynn Morgan*, 3:08-bk-09803 (Bankr. M.D. Tenn. 2008), *David Cassidy*, 15-12588-SMG

(Bankr. S.D. Fla.2015), *Kimberly Jones*, 18-19397-VFP (Bankr. D.N.J. 2018), *Dee Snider*, 02-43361-smb (Bankr. S.D.N.Y. 2002), *Curtis James Jackson III*, 15-21233 (Bankr. D. Conn. 2015), *Stanley Burrell*, 96-42564 (Bankr. N.D. Cal. 1996), *Tom Petty* (Bankr. C.D. Cal. 1979). And no bankruptcy proceeding has yet been identified by any party in which the § 203 right *was* scheduled. The impact will thus be widespread.

11. An extension is warranted for the following specific reasons.

(a) *Related proceedings are pending.* A motion to reopen Mr. Ross's bankruptcy case was granted on October 8, 2026. *In re Mark D. Ross*, No. 00-43637-JJR-7 (Bankr. N.D. Ala.). The Court will now consider a Trustee report in that case and decide how to address the § 203 right. In addition, Lil Joe has petitioned the Eleventh Circuit for a writ of mandamus concerning proceedings in the district court. *In re Lil' Joe Records*, No. 26-13351-B (11th Cir. filed Sept. 18, 2026). Neither proceeding will impact the question presented here, which is whether an artist's personal, inalienable § 203 right is nevertheless alienated when an artist files for bankruptcy. But the additional time will allow for the case posture to crystallize before review.

(b) *Coordination with amici.* Applicants are conferring with organizations representing musicians, songwriters, and other artists who have expressed interest in participating in this case as amici curiae. The Music Artists' Coalition and Songwriters Guild of America participated in the Eleventh Circuit proceedings and will likely participate here.

(c) *No prejudice and counsel workload.* There will be no prejudice to Respondent given that litigation is ongoing in the Alabama bankruptcy case and the funds that are at issue in this dispute are being held in escrow by Respondent's counsel. And counsel for Applicants has a heavy caseload that has been made heavier by the two related proceedings, one of which is pending in Alabama and the other in Florida.

12. Applicants have not previously sought an extension of time in this matter. Counsel for Applicants has notified counsel for Respondent of this application and requested consent but counsel for Respondent indicated he would oppose the request.

CONCLUSION

For these reasons, Applicants respectfully request that the time to file a petition for a writ of certiorari in this case be extended by 60 days, up to and including December 21, 2026, or to a date that the Court finds proper.

Respectfully submitted,



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October 9, 2026

EXHIBIT A

FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 24-13978

LIL' JOE RECORDS, INC.,
a Florida corporation,

Plaintiff-Counter Defendant-Appellant,

versus

MARK ROSS,

Defendant,

CHRISTOPHER WONG WON, JR.,
RODERICK WONG WON,
LETERIUS RAY,
ANISSA WONG WON,
LUTHER CAMPBELL, et al.,

Defendants-Counter Claimants-Appellees.

Appeal from the United States District Court
for the Southern District of Florida
D.C. Docket No. 1:21-cv-23727-DPG

Before JILL PRYOR, LUCK, and BRASHER, Circuit Judges.

BRASHER, Circuit Judge:

This appeal presents a question of first impression at the intersection of copyright and bankruptcy. The Copyright Act gives artists a “termination interest”—the right, after a certain amount of time, to reclaim the copyright in their work despite having granted it to a third party. An artist’s termination interests are personal and inalienable, although they can be passed to an artist’s heirs. Invoking this part of the Copyright Act, Mark Ross and two other members (or their successors in interest) of the rap group 2 Live Crew purported to terminate grants of copyright in five of the group’s albums. Because the rap group had four members, these three members could decide as a majority to reclaim the copyrights for the group.

Here’s where bankruptcy law comes in. About twenty years before Ross signed the notice to terminate, he filed a Chapter 7 bankruptcy. When someone files for bankruptcy, the Bankruptcy Code says that all that person’s interests in property enter the bankruptcy estate, “notwithstanding any provision in . . . applicable nonbankruptcy law” that “restricts or conditions transfer of such interest[s] by the debtor.” 11 U.S.C. § 541(c)(1). Ross’s termination interests were never mentioned or addressed in the bankruptcy

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proceedings. And the Bankruptcy Code says that any property in a Chapter 7 estate that isn't addressed by the bankruptcy court remains property of the estate until it is. *Id.* § 554(c), (d).

Lil' Joe Records, Inc., which eventually acquired the copyrights, argues that 2 Live Crew did not terminate their copyright grants. Among other things, it says that Ross's termination interests (to the extent he had any at all) were held by his bankruptcy estate at the time he attempted to exercise them. We agree. Despite the Copyright Act's alienability restriction, we conclude that Ross's interests became part of his bankruptcy estate and were held as property of that estate at the time he purported to exercise them. Because a majority of 2 Live Crew did not exercise their termination interests, Luke Records still owns the copyrights to these five albums. We reverse the district court's contrary conclusion and remand for proceedings consistent with this opinion.

I.

We start by summarizing the statutory framework because it provides context for this dispute. We then turn to the facts and procedural history of this appeal.

A.

This case is about section 203 of the Copyright Act and sections 541 and 554 of the Bankruptcy Code.

Section 203 of the Copyright Act allows the authors of copyrighted works (or their successors in interest) to terminate grants of copyrights. 17 U.S.C. § 203(a). The author (or his successors) can

exercise his termination interests only by serving a signed, written notice on a copyright grantee or the grantee's successor in title. *Id.* § 203(a)(4). The grantee must receive the notice two to ten years before the effective date of the termination. *Id.* And that effective date must fall during a five-year window that begins no earlier than thirty-five years after a grant of the copyright. *Id.* § 203(a)(3).

There are two aspects of section 203 that are important in this case. First, if a work has multiple authors, section 203 requires a majority of those authors (or their successors in interest) to sign a notice to cause a termination. *Id.* § 203(a)(1), (4). And the termination will not take effect unless the notice is recorded in the Copyright Office. *Id.* § 203(a)(4)(A). Second, section 203 makes an author's termination interests inalienable by agreement. *See id.* § 203(a)(5) (explaining that termination can be effected "notwithstanding any agreement to the contrary"). And it restricts the inheritors of the interests to close family members or the author's executor, administrator, personal representative, or trustee. *Id.* § 203(a)(2)(A)–(D).

As for section 541 of the Bankruptcy Code, it defines what is the property of the bankruptcy estate. Section 541(a)(1) defines the property of a debtor's bankruptcy estate to include "all legal or equitable interests of the debtor in property" as of the creation of the estate. 11 U.S.C. § 541(a)(1). Although it contains exceptions, *see id.* § 541(a)(1), (b), (c)(2), none are relevant here. And it applies "notwithstanding any provision in . . . applicable nonbankruptcy law" that "restricts or conditions transfer of such interest[s] by the

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debtor.” *Id.* § 541(c)(1). Property that is scheduled but not administered defaults back to the debtor when his Chapter 7 case closes. *Id.* § 554(c). But property that is not scheduled, administered, or formally abandoned remains property of the estate “[u]nless the court orders otherwise.” *See id.* § 554(c), (d).

B.

With this framework in mind, we turn to the facts. The rap group 2 Live Crew recorded five albums between 1986 and 1989. 2 Live Crew had four members: Luther Campbell, Mark Ross, Christopher Wong Won, and David Hobbs. The group entered into a written agreement with Luke Records, Inc.,¹ a recording company owned by Campbell, that gave Luke Records the sound recording copyrights in all master recordings that the group made during the agreement’s term. It covered an initial term from January 1 to December 31, 1987, but it gave Luke Records the option to extend the agreement through 1990.

In 1995, more than four years after the last possible effective date of the agreement, Luke Records and Campbell entered jointly administered Chapter 11 bankruptcy proceedings. As part of the bankruptcy, Luke Records sold all sound recording copyrights that it received under the agreement to Lil’ Joe Records and Joseph Weinberger.

¹ Luke Records, Inc. was named Skywalker Records, Inc. at the time of the agreement. But we describe all iterations of the record company as Luke Records to avoid confusion.

In 2000, over nine years after the last possible effective date of the agreement but more than a decade before 2 Live Crew could terminate any grants that the agreement enacted, Ross filed for Chapter 7 bankruptcy. The parties concede that no one scheduled, administered, or mentioned Ross's termination interests during his bankruptcy.

In 2020, over twenty-nine years after the last possible effective date of the agreement and within the window for noticing terminations of its provisions, Campbell, Ross, and Wong Won's heirs served a termination notice on Weinberger, Lil' Joe, and related companies. That notice purported to terminate 2 Live Crew's grants to Luke Records of copyrights in the five albums that the group recorded between 1986 and 1989. Campbell, Ross, and Wong Won's heirs recorded the notice with the Copyright Office.

C.

We now turn to the procedural history. After Lil' Joe received the termination notice, it sued Campbell, Ross, and Wong Won's heirs. Lil' Joe sought a declaratory judgment that they could not or did not terminate the grants of the copyrights listed in the termination notice. As relevant here, Lil' Joe argued that Ross transferred his termination interests through bankruptcy, rendering the termination notice ineffective because too few interest owners signed it.

Campbell, Ross, and Wong Won's heirs counterclaimed for a declaration that Ross could and did terminate the relevant transfers. The parties then cross-moved for summary judgment about

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whether Ross lost his termination interests to bankruptcy and the notice terminated the copyrights. The district court interpreted 17 U.S.C. § 203 and 11 U.S.C. § 541(a)(1) to exclude Ross's termination interests from his bankruptcy estate, but it denied on other grounds both parties' motions for summary judgment about the effectiveness of the notice. The case proceeded to trial. Before trial, Lil' Joe moved for the district court to reconsider its summary judgment ruling, but the district court denied its motion.

After trial, the district court concluded that the termination notice was valid based on the jury's factual findings. Lil' Joe then appealed the district court's final judgment, its denial of Lil' Joe's motion for summary judgment, and its denial of Lil' Joe's motion for reconsideration.

II.

We review *de novo* the district court's interpretations of 17 U.S.C. § 203 and 11 U.S.C. § 541(a). See *Wilson v. Hearos, LLC*, 128 F.4th 1254, 1259 (11th Cir. 2025) (citing *Lindley v. FDIC*, 733 F.3d 1043, 1050 (11th Cir. 2013)).

III.

For 2 Live Crew's termination notice to be valid, Ross had to properly exercise his termination interests. See 17 U.S.C. § 203(a)(1). Lil' Joe argues that Ross could not exercise his interests when he signed the notice because he had previously filed for bankruptcy and those interests were still held in his bankruptcy estate.

2 Live Crew² argues that Ross’s interests were never part of the estate but, even if they were, they were released by the time Ross signed the notice.

We agree with Lil’ Joe. We believe Ross’s bankruptcy estate gained control of his termination interests because they are interests in property. And, because Ross’s bankruptcy did not dispose of those interests, we believe his bankruptcy estate still held them at the time Ross tried to exercise them. Thus, we conclude that the termination notice was ineffective.

A.

We start with whether Ross’s termination interests were part of his bankruptcy estate. The Bankruptcy Code, 11 U.S.C. § 541(a)(1), swept Ross’s termination interests into his bankruptcy estate before he invoked them because he held them as “interests . . . in property” when he filed for bankruptcy. Section 541(a)(1) sweeps into the debtor’s bankruptcy estate (1) “all legal or equitable interests of the debtor in property” that (2) existed “as of the commencement of the [bankruptcy] case.” *Id.* It contains limited exceptions, *see id.* § 541(a)(1), (b), (c)(2), but none are relevant here.

Ross’s termination interests meet each of the section’s requirements. A termination interest is an “interest[] . . . in property”

² The appellees are one of 2 Live Crew’s four original members and the successors in interest of two other members. But, for ease of reference, we’ll refer to the appellees as 2 Live Crew.

under section 541(a)(1) because it is a contingent right to regain intellectual property. A property interest is “all or part of a legal or equitable claim to or right in property.” *Interest*, BLACK’S LAW DICTIONARY (12th ed. 2024). Copyrights are intellectual property. *Dowling v. United States*, 473 U.S. 207, 216 (1985); *see also* 11 U.S.C. § 101(35A) (defining “intellectual property” to include “work[s] of authorship protected” by the Copyright Act “to the extent protected by applicable nonbankruptcy law”). And termination interests are contingent rights to regain that intellectual property years after transferring it away. *See* 17 U.S.C. § 203(a)(3), (b). Because termination interests are contingent legal “right[s] in property,” they are “interests . . . in property” under section 541(a)(1).

Moreover, Ross’s termination interests—if they existed at all—existed “as of the commencement of” his bankruptcy case. 11 U.S.C. § 541(a)(1). Makers of works for hire do not ordinarily gain copyrights in those works, 17 U.S.C. § 201(a), (b), or termination interests in those copyrights, *id.* § 203(a). But authors of copyrighted works other than works for hire gain termination interests when they transfer copyrights in those works. *See id.* Assuming the relevant records were not made for hire, Ross acquired and transferred copyrights in them ten or more years before he filed for bankruptcy. So his interests existed as of the commencement of his bankruptcy case if they existed at all.

2 Live Crew’s counterarguments are not convincing. 2 Live Crew asserts that termination interests cannot enter a bankruptcy estate because 17 U.S.C. § 203 makes them inalienable from and

personal to an author or his statutory heirs. But 2 Live Crew looks to the wrong law to determine what property enters a bankruptcy estate. Although the “underlying substantive law”—ordinarily state law but here section 203—determines the nature and extent of a debtor’s interest in property, *see Raleigh v. Ill. Dep’t of Revenue*, 530 U.S. 15, 20 (2000), “federal bankruptcy law” determines “to what extent that interest is property of the estate,” *In re Builders Transp., Inc.*, 471 F.3d 1178, 1185 (11th Cir. 2006) (quoting *In re Thomas*, 883 F.2d 991, 995 (11th Cir. 1989)). And federal bankruptcy law sweeps termination interests into a debtor’s estate under section 541 “notwithstanding any provision in . . . applicable non-bankruptcy law” that “restricts or conditions transfer of such interest[s] by the debtor.” 11 U.S.C. § 541(c)(1). So Ross’s termination interests entered his bankruptcy estate under section 541 regardless of whether section 203 made them personal and inalienable.

We reached a similar conclusion in *In re Smith*, 85 F.3d 1555 (11th Cir. 1996). That case asked whether the statutory right of redemption under Alabama law could become part of a debtor’s bankruptcy estate under section 541 of the Bankruptcy Code. *Id.* at 1558. Like section 203 termination interests, the right of redemption was protected by substantive nonbankruptcy law from “alienation except in the cases provided for” by that law. ALA. CODE § 6-5-250 (1975). And nonbankruptcy law also defined the right of redemption as a “mere personal privilege[] and not property or [a] property right[].” *Id.* Regardless, we held that the right of redemption became property of the debtor’s bankruptcy estate under section 541 because it fit within that section’s “broad definition” of

property of the estate. *See In re Smith*, 85 F.3d at 1558. Although substantive nonbankruptcy law defined the scope of the right, federal bankruptcy law determined whether it entered the bankruptcy estate. *See id.* at 1558, 1561. So too here.

Even if section 203 conflicted with section 541 about what property interests can enter a debtor's bankruptcy estate, section 541 would supersede section 203 to the extent of that conflict. When a specific law conflicts with a general law, the specific law is ordinarily "treated as an exception to the general rule." *Savage Servs. Corp. v. United States*, 25 F.4th 925, 946 (11th Cir. 2022) (quoting ANTONIN SCALIA & BRYAN A. GARNER, *READING LAW: THE INTERPRETATION OF LEGAL TEXTS* 183 (2012)). If section 203 created a general rule that living authors could not transfer their termination interests anywhere, including to their bankruptcy estates, section 541 would create a specific exception to that rule that permits those interests to enter bankruptcy estates. *See* 11 U.S.C. § 541(a)(1), (c)(1).

2 Live Crew also argues that Ross's termination interests did not enter his bankruptcy estate because they were contingent rights. Ross's rights to regain his copyrights were contingent on (1) Ross surviving until he could use his termination interests and (2) Ross and his co-grantors deciding to use those interests. *See* 17 U.S.C. § 203(a)(1), (3)–(4). But "an interest is not outside" the reach of the Bankruptcy Act because it is "contingent or because enjoyment must be postponed." *In re Alvarez*, 224 F.3d 1273, 1279 (11th Cir. 2000) (quoting *Segal v. Rochelle*, 382 U.S. 375, 379 (1966)); *see*

also *In re Nordlicht*, 115 F.4th 90, 105 (2d Cir. 2024) (“[E]very conceivable interest of the debtor, . . . contingent, speculative, and derivative, is within the reach of § 541” (alteration in original) (quoting *Chartschlaa v. Nationwide Mut. Ins. Co.*, 538 F.3d 116, 122 (2d Cir. 2008))); *In re Majestic Star Casino, LLC*, 716 F.3d 736, 750 (3d Cir. 2013) (explaining that an interest is not outside the reach of the Bankruptcy Act because it is “contingent or because enjoyment must be postponed” (quoting *In re Fruehauf Trailer Corp.*, 444 F.3d 203, 211 (3d Cir. 2006))); *In re Burgess*, 438 F.3d 493, 499 (5th Cir. 2006) (“[A] debtor’s interest in property may be contingent—or enjoyment of the interest may be postponed”); *Ryan v. Branko Prpa MD, LLC*, 55 F.4th 1108, 1117 (7th Cir. 2022) (explaining that section “541’s definition of the ‘property of the estate’ is to be construed broadly and includes contingent interests” (citing *Chi. Bd. of Trade v. Johnson*, 264 U.S. 1, 12 (1924))); *In re Simply Essentials, LLC*, 78 F.4th 1006, 1009 (8th Cir. 2023) (“The property of the estate includes . . . contingent interests held by the debtor prior to the filing of bankruptcy.” (citing *Segal*, 382 U.S. at 379)). *But cf. In re Bracewell*, 454 F.3d 1234, 1242 (11th Cir. 2006) (explaining that “[t]he *Segal* decision,” which held that novel and contingent interests could enter a debtor’s bankruptcy estate, “told us how to define property under the old bankruptcy code, before it was amended in 1978”).

Ross’s termination interests existed when he entered bankruptcy as contingent rights to regain his copyrights, so those interests entered his bankruptcy estate under 11 U.S.C. § 541(a)(1).

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B.

Two legal conclusions follow directly from our determination that Ross’s termination interests were part of his bankruptcy estate.

First, Ross could not exercise his termination interests when he signed the notice because they remained with his bankruptcy estate. A debtor has “no right to . . . control” property of the estate “while it remains property of the estate.” *In re Mwangi*, 764 F.3d 1168, 1178 (9th Cir. 2014); *see also Hutchins v. IRS*, 67 F.3d 40, 43 (3d Cir. 1995) (explaining that “only the bankruptcy trustee” has authority to control “unscheduled assets” retained by the estate). And Ross’s termination interests remained property of his estate when he tried to exercise them. In a Chapter 7 case like Ross’s case, property that is not scheduled, administered, or formally abandoned remains property of the estate “[u]nless the court orders otherwise.” *See* 11 U.S.C. § 554(c), (d). 2 Live Crew concedes that the bankruptcy court and bankruptcy filings “never mentioned, let alone identified” Ross’s termination interests. Appellees’ Br. at 8–9, 31. Because no one scheduled, administered, formally abandoned, or mentioned those interests, they remained part of Ross’s bankruptcy estate when he signed the notice. *See* 11 U.S.C. § 554(d). So he could not exercise them at that time.

Second, without Ross, the group’s termination notice exercised at most two of the group members’ interests. That number is too few to terminate a transfer of copyright that—like the alleged transfer at issue—was executed by four authors. *See* 17 U.S.C. §

203(a)(1), (4). A termination notice ends a transfer made by multiple authors only if it exercises most of their interests. *Id.* So two out of four interests is one interest short of an effective termination.

Although we conclude that Ross's termination interests were property of the bankruptcy estate at the time he purported to exercise them, our decision is limited. We do not address how termination interests should be treated in bankruptcy. And we do not decide today what Ross's heirs need to do to exercise those interests in the light of his bankruptcy.

IV.

We **REVERSE** the judgment of the district court and **REMAND** for further proceedings consistent with this opinion.

EXHIBIT B

In the
United States Court of Appeals
For the Eleventh Circuit

No. 24-13978

LIL' JOE RECORDS, INC.,

a Florida corporation,

Plaintiff-Counter Defendant-Appellant,

versus

MARK ROSS,

Defendant ,

CHRISTOPHER WONG WON, JR.,

RODERICK WONG WON,

LETTERIUS RAY,

ANISSA WONG WON,

LUTHER CAMPBELL, et al.,

Defendants-Counter Claimants-Appellees.

Appeal from the United States District Court
for the Southern District of Florida
D.C. Docket No. 1:21-cv-23727-DPG

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Order of the Court

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ON PETITION FOR REHEARING AND PETITION FOR
REHEARING EN BANC

Before JILL PRYOR, LUCK, and BRASHER, Circuit Judges.

PER CURIAM:

The Petition for Rehearing En Banc is DENIED, no judge in regular active service on the Court having requested that the Court be polled on rehearing en banc. FRAP 40. The Petition for Panel Rehearing also is DENIED. FRAP 40.