

UNITED STATES SUPREME COURT

No. 20-796

CARMELA SOUSA,

Petitioner,

against

ROSA LISA,

Respondent.

RECORD ON APPEAL

NOTE: THIS PROBLEM IS FROZEN AS OF DECEMBER 31, 2025

NO CASES OR MATERIALS MAY BE CITED IN A BRIEF OR ORAL ARGUMENT IF THE SOURCE MATERIAL WAS PUBLISHED, RELEASED, OR BECAME AVAILABLE IN ANY WAY AFTER DECEMBER 31, 2025

Competitors should assume that there are no procedural issues in the instant case or the decisions below.

Competitors should cite to the appropriate page number of the problem when citing any facts contained therein.

STATEMENT OF FACTS

About Rosa Lisa and Her Podcast *Rosa Radar*

1. Rosa Lisa (hereinafter “Rosa Lisa” or “Rosa”) is a prominent podcaster and musician who runs a very successful podcast called *Rosa Radar*. Over 280,000 listeners tune in to *Rosa Radar* every month.
2. Her podcast features interviews with up-and-coming musicians, popular producers, and composers. While she enjoys hosting *Rosa Radar*, she is also deeply devoted to her music career. To manage the growth of the podcast in recent months, Rosa Lisa employed three assistants who contact artists and conduct interviews alongside her.
3. Aside from their podcast duties, most of the employees create their own music projects, taking full creative control over their musical compositions. Rosa made sure to hire individuals who were involved with the music scene because she strongly believes in the art of co-collaboration and joint inspiration.
4. Rosa occasionally allows her employees to use the podcast studio’s instruments and recording material to play around with making their own songs or improve their musical prowess.
5. Rosa always encourages her employees to stay connected with the artists who visit the podcast studio to help them grow their musical careers.

Tune Creations and Lie, Lie, Goodbye

6. In April 2022, Rosa signed a contract for the release of her new album, *Lujuria*. This album would explore a new, fiercer version of Rosa, breaking away from her past work

and, by effect, expanding her fanbase. However, Rosa experienced writer's block and could not come up with any lyrics for this new album. While Rosa had previously used a ghost writer to help with her past projects, they ended their collaboration due to creative differences. While Rosa insists that the collaboration ended amicably, others contend that the ghost writer left in distress as a result of unfair wages.

7. Despite Rosa's best efforts, her writer's block persisted. Feeling despondent, one day Rosa began doom-scrolling on TikTok for inspiration. In between sifting through hashtags, Rosa received a TikTok ad promoting a certification program developed to teach artists how to code their own Generative Artificial Intelligence (hereinafter "AI") model.
8. Rosa immediately jumped on the opportunity to get her groove back. She opted for the program's six week long evening course. To her surprise, she quickly became acquainted and was even awarded "Best Coding Technician" at the end of the program. It was then that she became serious about using AI to help her overcome writer's block.
9. Rosa became so skilled at coding that she wanted to take her entrepreneurship to new heights. So, Rosa began working really hard to build her AI program, *Tune Creations*, intended to aid the development of her new album.
10. By June 2022, Rosa had built and finalized *Tune Creations*. To train the program to her unique musical preferences and style, she inputted some of her past songs as well as songs from artists that had visited her podcast.
11. Rosa made sure to ask the artists who had previously been on her podcast for permission to use their work in her "next big venture." The artists accepted Rosa's request.

12. Rosa deliberately coded *Tune Creations* so that feeding songs into the program would help the algorithm understand how to generate lyrics catered to the user's taste and maintain originality. When Rosa felt that the *Tune Creations* algorithm was primed for use, she started playing around with some prompts like "write a sad pop song that talks about the changing of the seasons and longing for summer." While *Tune Creations* produced some decent ideas, Rosa felt the instrumentals were still too weak for her next album.
13. One of Rosa's favorite and arguably most talented employees, Carmela Sousa (hereinafter "Carmela"), had recorded songs and audios of herself playing music on the podcast studio's computer throughout her time working for *Rosa Radar*.
14. On February 12th, 2022, Carmela and Rosa had agreed to collaborate on producing several songs together on one condition: Carmela had to show Rosa her musical recordings. Rosa was a huge fan of Carmela's unique melodic tone, and felt that blending their talents would one day be beneficial for them both. Rosa and Carmela sat down over dinner and informally chatted about collaborating. However, no formal agreement was made and Carmela and Rosa continued to produce separately.¹
15. By the end of June 2022, Rosa found several recordings on the podcast studio's desktop and started listening to them. When she heard a guitar solo that Carmela wrote that same month, and a catchy riff Carmela had produced a few weeks prior, something shifted; Rosa Lisa knew exactly the name of her next song.

¹ The Court is not accepting briefings related to Carmela and Rosa's agreement in the capacity of whether their agreement represents a contract. Competitors should know that their informal agreement consisted of two parts. First, Rosa would have to ask Carmela for permission to use her recordings. Second, Rosa would be required to give Carmela recognition as one of the composers.

16. Rosa was under intense pressure to drop a song as soon as possible; she was already behind schedule for the release date of her album, *Lujuria*. She then decided to use the recordings without Carmela's permission. Rosa thought she would just let Carmela know about it later.
17. Rosa promptly uploaded a part of the guitar solo and the catchy riff to *Tune Creations*. She also added her own line of lyrics and ten seconds of a musical notation that she had come up with. With the material she inputted into the program, *Tune Creations* generated a two-minute and thirty-four second track called *Lie, Lie, Goodbye*.
18. Rosa wanted to push her creativity further. She then asked *Tune Creations* to write some lyrics in Carmela's first language, Spanish. This would help Rosa reach that international crowd she had been longing for.
19. *Tune Creations* added a few verses in Spanish at the beginning of the song, but Rosa felt that it needed something more to bring the song together. Rosa then asked *Tune Creations* to finish the song in Portuguese. She had always been inspired by Brazil's Tropicalia movement.²
20. *Tune Creations* then generated a new song that incorporated lyrics in Spanish and Portuguese. The new lyrics were added at the intro and outro of the song, which Rosa believed was perfect to capture her international fans' attention.
21. On July 6, 2022, Rosa contacted Carmela to share the song. Rosa had collaborated with Carmela on previous occasions, and Carmela always provided valuable thoughts and critiques on her music. Rosa told Carmela that it would mean a lot to her if they could run

² The Tropicalia movement was born in the late 1960s as a musical revolution challenging Brazil's military dictatorship through art.

through edits of her “next big hit” together. However, Carmela, dabbling in her own artistic endeavors, told Rosa that her schedule was too busy to help at the time.

22. Rosa was eager to release the song and show the world what she had been working on during her hiatus. Without Carmela’s input, she made the final edits to the track by rearranging a lyric line and adding some bass lines to compliment *Lie, Lie, Goodbye*.

23. On July 8, 2022, Rosa filed for registration of the song with the United States Copyright Office. In her application she stated that she fully wrote and originated the song by herself and that she received no help or assistance from artificial intelligence when she created it.

The Release of *Lie, Lie, Goodbye*

24. Rosa posted on all her social media platforms that she would be releasing new music on July 15, 2022, and her new song would be like nothing her fans had heard before.

25. When released, *Lie, Lie, Goodbye* was a big hit, and Rosa’s fans were raving for the tune.

26. The *Rosa Radar* employees knew that Rosa had used AI to create the song, so they were all shocked by the public’s overwhelmingly positive feedback.

27. At first, Carmela refused to listen to *Lie, Lie, Goodbye*. She was a huge fan of Rosa’s music, but Carmela was old-school. Carmela became very upset when she caught wind that Rosa was a big advocate for using AI to create music and that she used it when creating *Lie, Lie, Goodbye*. Carmela felt that Rosa Lisa had lost her touch as the fearless, “avant-garde” artist she once looked up to.

28. A month passed before Carmela listened to *Lie, Lie, Goodbye*. On August 15, 2022, she finally listened to the song. She was left in utter shock. Carmela immediately recognized

that part of *Lie, Lie, Goodbye*'s catchy riffs were her own, and the guitar solo she had been working on to impress Rosa had also been incorporated into the song.

29. Carmela remembered that Rosa had reached out to her before the *Lie, Lie, Goodbye* release, but she didn't think it concerned anything other than Rosa wanting her feedback. Carmela was angry, but not defeated. Two months later, after seeing how popular the song was, Carmela recorded a cover of *Lie, Lie, Goodbye*. She distributed it on October 20, 2022 on different streaming platforms.
30. On October 22, 2022, to remain amicable, Carmela mailed Rosa Lisa a check as her Notice of Intent (hereinafter "NOI") to access a compulsory license of Rosa's song *Lie, Lie, Goodbye* pursuant to 17 U.S.C. § 115. At the time she served the NOI, she had already recorded the cover for the song.
31. By early November, Carmela's cover became very popular, gathering over one million views on YouTube in less than fifteen days. Artists like Zane Lowe³ even reached out to tell Carmela she was the "new voice of the generation." Atlantic Records⁴ also contacted Carmela and invited her to fly her out to their New York headquarters to discuss the future of her career. When she arrived, they had already drafted her a two-year contract to produce her debut Extended Play (hereinafter "EP").⁵
32. Carmela had also attached a GoFundMe⁶ link to the YouTube upload of the cover. In the description, she explained that her music career was just beginning and she needed her fans to financially support her. She hoped to buy materials to release her first EP.

³ Zane Lowe: A well-known New Zealand based DJ. Zane usually interviews the best up and coming artists of our generation.

⁴ Atlantic Records: An American based record label earning a reputation as one of the most important labels known for shaping the landscape of modern music.

⁵ EP: A type of musical release that contains more tracks than a single but is shorter than a full-length album.

⁶ GoFundMe: A website allowing individuals to fundraise money to support themselves or others, accessible via URL link.

33. Once Rosa found out about the cover, she was furious and felt betrayed. She felt like Carmela was feeding off her fame and taking the spotlight away from *Lie, Lie, Goodbye*.
34. Rosa immediately told Carmela that she would not be fired if she took the cover off all streaming and internet platforms and deleted it entirely.
35. Carmela refused to comply with Rosa's demand. She told Rosa that she knew *Lie, Lie, Goodbye* would never exist without her own undeniable talent. Carmela told Rosa that she must accept the fact that the *Lie, Lie, Goodbye* cover existed or Carmela would find another way to enforce her rights over *Lie, Lie, Goodbye* and the cover.
36. Carmela also told Rosa that she had initially mailed Rosa a check so she could access a compulsory license for *Lie, Lie, Goodbye*. She understood this to be a sufficient way to compensate Rosa for her artistry.
37. Rosa was still not happy so she searched her mail and searched her email inbox and she could not find the "check" or "letter" Carmela allegedly sent her. Rosa became very dubious of Carmela's character, and felt like she was trying to "pull a fast one" on her.
38. Desperate and upset, Rosa told Carmela that she was going to pursue this issue in court, in hopes that this way Rosa would be adequately compensated from the money and fame garnered by Carmela's cover of *Lie, Lie, Goodbye*. Rosa told Carmela she could kiss her music career "bye, bye, goodbye."
39. Carmela, furious, told Rosa she knew she had stolen her work from the studio. Carmela explained that if Rosa wanted to initially collaborate to create *Lie, Lie, Goodbye*, she should have stated her intentions plainly and been upfront about using Carmela's work.
40. Carmela also told Rosa that they were joint authors of *Lie, Lie, Goodbye*, and she had a right to make as many covers as she pleased.

41. Rosa filed suit for copyright infringement in the U.S. District Court for the District Court of Cardozo. In Carmela's answer to Rosa's complaint, Carmela contends that (1) she and Rosa are co-authors of *Lie, Lie, Goodbye*; (2) that her cover was authorized under a compulsory license pursuant to 17 U.S.C. § 115 ; and (3) that sending payment to Rosa was sufficient to satisfy the statutory requirements of 17 U.S.C. § 115 of the United States Copyright Act. Additionally, Carmela argues that Rosa does not hold a valid copyright ownership in the song because much of *Lie, Lie, Goodbye* was generated by AI.

42. The District Court granted summary judgment for Rosa on the issues of copyright validity and joint authorship, but granted summary judgment to Carmela on the compulsory license issue. The parties cross appealed the District Court's decision.

UNITED STATES COURT OF APPEALS

FOR THE THIRTEENTH CIRCUIT

August Term 2025

(Argued: April 12, 2025

Decided: December 26, 2025)

Docket No. 23-442

Rosa Lisa, Appellee,

-v.-

Carmela Sousa, Appellant.

Before Jacobo Brigada, **Chief Judge**, Ana Gabriela Provenza, Fabiola Pardo, **and** Carolina De La Guardia, **Circuit Judges**.

BRIGADA, Circuit Judge:

The Parties cross appeal from the ruling of the United States District Court for the District of Cardozo. Specifically, Appellant Carmela Sousa (hereinafter “Appellant”) appeals

from the ruling of the District Court granting partial summary judgment in favor of Appellee Rosa Lisa (hereinafter “Appellee”) finding that (1) *Lie, Lie, Goodbye* is a valid copyrightable work notwithstanding its use of AI, and (2) Carmela is not a joint author of *Lie, Lie, Goodbye*. Rosa cross-appealed, contesting the District Court’s finding that (3) Carmela’s cover is protected by a compulsory license.

On February 3, 2023, Appellee sued Appellant in the United States District Court for the District of Cardozo, alleging copyright infringement. Appellee alleged that Appellant had created an unlawful cover of her song *Lie, Lie, Goodbye* which infringed on her copyright. According to Appellee, she never received a Notice of Intent (hereinafter “NOI”) from Appellant, and the cover made by Appellant was released onto streaming platforms without Appellee’s authorization. Appellant answered claiming that (1) Appellee does not hold a valid copyright, (2) they were co-authors of *Lie, Lie, Goodbye*, and (3) her cover was lawful under 17 U.S.C. § 115 of the United States Copyright Act. Both parties moved for summary judgment.

The District Court granted summary judgment in favor of Appellee on the validity of her copyright and the joint authorship claims. In contrast, the District Court granted summary judgment in favor of Carmela on her cover claim.

We find that (1) Appellee holds a valid copyright registration for *Lie, Lie, Goodbye*, (2) Appellee and Appellant are not joint authors of the song, and (3) Appellant satisfied the statutory requirements to obtain a compulsory license and create a cover of *Lie, Lie, Goodbye*. Reserving our ruling to only the issues stated above, we AFFIRM the District Court’s order.

BACKGROUND

Presuming familiarity with the factual background of this case, we adopt the facts as recited by the District Court below and proceed immediately to discuss the legal issues.

DISCUSSION

We review the grant of summary judgment de novo, applying the same legal standards which bound the District Court. *Whatley v. CNA Ins. Cos.*, 189 F.3d 1310, 1313 (11th Cir. 1999). In doing so, we consider “the evidence and all factual inferences therefrom in the light most favorable to the party opposing the motion.” *Shaw v. Conn. Gen. Life Ins. Co.*, 353 F.3d 1276, 1282 (11th Cir. 2003). Summary judgment is proper only where there is no genuine issue of material fact. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). A genuine issue of material fact exists where the dispute is “over facts that might affect the outcome of the suit under the governing law” and where the “evidence is such that a reasonable jury could return a verdict for the nonmoving party.” *Id.*

(1) Valid Copyright

In a copyright infringement action, the copyright holder must prove two elements to prevail: “(1) ownership of a valid copyright, and (2) copying of constituent elements of the work that are original.” *Feist Publications, Inc. v. Rural Tel. Serv. Co.*, 499 U.S. 340, 361 (1991).

The Copyright Act protects “original works of authorship” fixed in a tangible medium of expression. 17 U.S.C. § 102(a). The plaintiff in a copyright infringement action normally bears the burden of proving ownership of a valid copyright. *Feist*, 499 U.S. at 361. To meet this

burden, the plaintiff must show the work is original and the applicable statutory formalities were followed. *See Bateman v. Mnemonics, Inc.*, 79 F.3d 1532, 1541 (11th Cir. 1996).

A plaintiff's duly issued certificate of registration suffices as prima facie evidence of the copyright's validity. 17 U.S.C. § 410(c); *see also Williams Electronics, Inc. v. Arctic Int'l., Inc.*, 685 F.2d 870, 873 (3d Cir. 1982). A defendant's burden of rebutting this presumption varies with the issues bearing on the validity of the copyright. *See Masquerade Novelty, Inc. v. Unique Industries, Inc.*, 912 F.2d 663, 668 (3d Cir. 1990). There is no dispute that Appellee has a registered copyright in the song *Lie, Lie, Goodbye*. Nor do the parties contest that Appellant copied *Lie, Lie, Goodbye* in its entirety. Thus, the key question is whether Rosa Lisa's Copyright in *Lie, Lie, Goodbye* is valid. On this issue, Appellant carries the burden of proof. *Bibbero Sys., Inc. v. Colwell Sys., Inc.*, 893 F.2d 1104, 1106 (9th Cir. 1990).

Although works produced entirely by AI are not protectable, *see Thaler v. Perlmutter*, 650 F. Supp. 3d 83 (D.D.C. 2023), that rule does not bar protection for AI-assisted works where a human exercises creative control. The case at hand is distinguishable from *Thaler*, as Appellee is the author of the work and has inputted copyrightable aspects such as her lyrics, musical compositions, and alterations after a product was generated by the Generative AI assistant *Tune Creations*. *See Appendix B*.

We agree with the District Court's finding that in this case *Tune Creations* is a tool to bring about the creation of the song and falls under the definition of "computer program" as defined in the Copyright Act. Unlike *Thaler*, Appellee used the program as "a set of statements or instructions to be used directly or indirectly" to "bring about a certain result." 17 U.S.C. § 101. By evaluating the inputs given to *Tune Creations*, Appellee exercised human autonomy on

the program. Therefore, Appellee's copyright is valid and she has a right to commence a copyright infringement action.

(2) Joint Authorship

The Copyright Act defines a "joint work" as "a work prepared by two or more authors with the intention that their contributions be merged into inseparable or interdependent parts of a unitary whole." 17 U.S.C. § 101.

Nimmer's treatise on copyright law contends that a joint author's contribution need only be more than de minimis rather than independently copyrightable. 1 Melville Nimmer & David Nimmer, *Nimmer on Copyright* § 6.07[A][1] (2014) ("Nimmer"). The United States Court of Appeals for the Third Circuit joins the First Circuit, and to a lesser extent Seventh Circuit, in applying a lesser threshold for joint authorship. *Greene v. Ablon*, 794 F.3d 133, 151 (1st Cir. 2015); *Brownstein v. Lindsay*, 742 F.3d 55, 64 (3d Cir. 2014); *Gaiman v. McFarlane*, 360 F.3d 644, 658-59 (7th Cir. 2004).

However, the United States Courts of Appeals for the Second, Fourth, Sixth, Ninth, Eleventh, and Federal Circuits have stated that a joint author must provide an independently copyrightable contribution to the work, as seen in Goldstein's treatise on copyright law. Paul Goldstein, *Copyright: Principles, Law, and Practice* § 4.2.1.2 379 (1989); *see also Thomson v. Larson*, 147 F.3d 195, (2d Cir. 1998); *Erickson v. Trinity Theatre, Inc.*, 13 F.3d 1061 (7th Cir. 1994); *Childress v. Taylor*, 945 F.2d 500 (2d Cir. 1991); *M.G.B. Homes, Inc. v. Ameron Homes, Inc.*, 903 F.2d 1486, 1493 (11th Cir. 1990); *BancTraining Video Sys. v. First Am. Corp.*, No.

91-5340, 1992 WL 42345, 1992 U.S. App. LEXIS 3677 (6th Cir. Mar. 3, 1992); *Gaylord v. United States*, 595 F.3d 1364, 1379-80 (Fed. Cir. 2010).

The District Court followed the Ninth Circuit’s test in *Aalmuhammed v. Lee*, which holds that for an individual to be considered the joint author of a work, there must be (1) a copyrightable work, (2) two or more “authors,” and (3) authors who intend that their contributions be merged into inseparable or interdependent parts of a unitary whole. 202 F.3d 1227, 1235 (9th Cir. 2000). A “joint work” in the Ninth Circuit “requires each author to make an independently copyrightable contribution” to the disputed work. *Aalmuhammed*, 202 F.3d at 1231 (citing *Ashton-Tate Corp. v. Ross*, 916 F.2d 516, 521 (9th Cir. 1990)). Notably, *Aalmuhammed* sets out that “a creative contribution does not suffice to establish authorship” and a joint author must at some point have superintendence of the work. The court noted the absence of control is strong evidence of the absence of co-authorship. *Id.* at 1233.

We agree with the District Court’s decision to apply the *Aalmuhammed* test. Like in *Aalmuhammed*, Appellant’s contribution to *Lie, Lie, Goodbye* cannot be viewed as that of an author. She had no superintendence of the work. In fact, she did not know of the work until it was released. A true author would have known of the contributions said author made to the work and would have had control of arrangements and creative input in the work. Even if Appellee and Appellant had spoken before the song was released, there is no indication that said conversation would grant joint-authorship to Appellant. *Lie, Lie, Goodbye* had already been composed by then and clearly Appellee had no intention of collaborating with Appellant on the song. The fact that Appellant had asked Appellee to inform her whenever she made use of her recordings in the studio does not change the outcome of the joint authorship analysis. If

anything, Appellant's contributions amount to minor creative inputs insufficient to produce a joint work. Moreover, nothing suggests that Appellant could be considered the mastermind behind *Lie, Lie, Goodbye*.

As the District Court noted, the law does not treat a later disgruntled contributor as a coauthor simply because parts of her work were incorporated by an author who exercised creative direction over the final work. *See Richlin v. Metro-Goldwyn-Mayer Pictures, Inc.*, 531 F.3d 962, 970 (9th Cir. 2008). Therefore, the District Court correctly found that Appellant is not a joint author of *Lie, Lie, Goodbye*.

(3) Song Cover

A compulsory license under Section 115 of the Copyright Act allows an individual to make and distribute phonorecords of a copyrighted musical work, without reaching any kind of agreement with the copyright owner, on terms and rates set by the Copyright Act and applicable regulations. *See generally* 17 U.S.C. § 115; 37 C.F.R. § 385.1. Once a copyright owner distributes the musical work “to the public,” the compulsory license provision of Section 115 is triggered, and anyone may obtain a compulsory license in the musical work by serving a NOI on the copyright owner within the applicable time period and following other specific requirements set out in the copyright regulations. *See* 17 U.S.C. § 115(a), (b).

A person must serve a NOI on the copyright owner “before or within thirty days after making, and before distributing any phonorecords of the work” 17 U.S.C. § 115(b)(1). “That time-limit is strictly enforced: ‘Failure to serve or file the notice required by [§ 115(b)(1)] forecloses the possibility of a compulsory license and, in the absence of a negotiated license,

renders the making and distribution of phonorecords actionable as acts of infringement.” 24/7 Records, Inc. v. Sony Music Entm't, Inc., 429 F.3d 39, 42-43 (2d Cir. 2005) (quoting 17 U.S.C. § 115(b)).

Section 115 of the Copyright Act also provides an alternative to the statutory notice and royalty requirements by allowing copyright owners and persons seeking compulsory licenses to negotiate the terms and rates of royalty payments. *See* 17 U.S.C. § 115(c)(3)(B). The statute also authorizes the use of common agents to negotiate licenses, receive notices, and pay and collect royalty payments.

Appellant mailed a check and a written notice to Appellee by which she manifested her intent to license the song *Lie, Lie, Goodbye*. The fact that Appellee was unable to locate the checks does not in itself establish nonreceipt, especially when Appellant sent the NOI and check to Rosa Lisa's legal address. Under the mailbox rule, where, as here, there is proof of an office procedure that is followed in the regular course of business, and these procedures establish that the required letters or notices have been properly addressed and mailed, a rebuttable presumption arises that the letter or notice was actually received by the person to whom it was addressed. *Leon v. Murphy*, 988 F.2d 303, 309 (2d Cir. 1993). The denial of receipt does not rebut that presumption and there must be some proof that the regular office practice was not followed or was careless. *Id.*

Appellant's affidavit of service, as the District Court stated, is sufficient to establish the presumption that Appellee received the mailed NOI. Therefore, we agree with the District Court's finding that Appellee received the NOI.

Moreover, Appellee did not negotiate different terms, demand accounting for the mailed check, or otherwise manifest that the payment was deficient. Although Appellant's copying may be offensive to Appellee, and Appellee might earn higher royalties but for the copying, Appellee is receiving all to which she is entitled. Therefore, Appellant's cover was authorized by statute and does not infringe on Appellee's copyright.

CONCLUSION

We hold that the District Court properly granted the Appellee's motion for summary judgment on Counts I and II and Appellant's motion for summary judgment on Count III. Therefore, the decision of the lower court is AFFIRMED.

PROVENZA, Circuit Judge, dissenting in part.

The majority capriciously bases its joint authorship analysis on the Ninth Circuit's *Aalmuhammed* test. However, the *Aalmuhammed* test has proven a harsh and narrow scope for joint authorship, and many other Circuits have refused to follow it. Instead, I would apply the First Circuit's de minimis test for joint authorship, examining (1) whether there were non-trivial, copyrightable expressions contributed by each author, and (2) whether the contributions were more than de minimis. *Greene v. Ablon*, 794 F.3d 133, 151 (1st Cir. 2015).

It is not necessary that the authors' contributions be quantitatively or qualitatively equal; it is only required that each author's contribution be more than de minimis. 1 Nimmer § 6.07. Even if one co-author has contributed more to the final work than the other co-author, they are nevertheless equal owners in the absence of an agreement to the contrary. 1 Nimmer § 6.08. The parties had clearly agreed to collaborate together in their musical ventures, and there is no

evidence to suggest that said agreement was not in place at the time when Appellee used Appellant's recordings for *Lie, Lie, Goodbye*. An author in Appellant's place would have expected *Lie, Lie, Goodbye* to be a joint work pursuant to the parties' agreement. This intent is also evidenced by the fact that the song begins with lyrics in Spanish, Appellant's native language. *See* Appendix A. That Appellee did not speak to Appellant before inputting her work to generate the song does not negate their agreement to collaborate or Appellant's right to ownership of *Lie, Lie, Goodbye*'s copyright. Furthermore, even if Appellant's contributions were not as significant as Appellee's, the catchy riff and guitar solo are essential portions of the final work and are interdependent with Appellee's contributions. Therefore, the District Court erroneously determined at summary judgment that *Lie, Lie, Goodbye* was not a joint work.

The world of copyright is rapidly changing. It is the responsibility of the courts to recognize the work of small, independent artists and to protect them from large corporations that leverage superior resources to appropriate creative works without compensating the true authors. Copyright law must function as a shield for creators, not a tool that allows those with greater financial power to erase authorship and exploit art without accountability.

For the foregoing reasons, I respectfully dissent.

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

CARMELA SOUSA,

Petitioner,

v.

No. 20-796

ROSA LISA,

Respondent.

Certiorari to the United States Court of Appeals

for the Thirteenth Circuit.

January 20, 2026

The petition for a writ of certiorari is GRANTED.

Questions Presented:

1. Whether Rosa Lisa holds a valid copyright for the song *Lie, Lie, Goodbye*.
2. Whether Rosa Lisa and Carmela Sousa are joint authors of the song *Lie, Lie, Goodbye*.
3. Whether Carmela Sousa holds a valid compulsory license pursuant to 17 U.S.C. § 115 for the song *Lie, Lie, Goodbye*.

A true copy:

Teste:

Clerk, United States Supreme Court

Appendix A

Lyrics for the song *Lie, Lie, Goodbye*

"Lie Lie, Goodbye"

(Verse 1)

Yo te quiero si me quieres,
Entiende mi corazón
Pero si no aceptas mi secreto,
Then Lie Lie Goodbye.

I am water, you are fire,
Deeply attracted to destruction
Our souls merging in conjunction,
But you Lie Lie Goodbye.

(Chorus)

See me as I am,
Take me as I was
See our future melt
Away with all your lies

(Verse 2)

We breathe in damage we created,
But in the end, we can't deny
The coldness spreading, tearing us apart,
But I'm still holding onto my heart.

(Pre-Chorus)

I can't find a way to stay,
With the games you always play,
But I'll never turn away,
Even though we've drifted so far away.

(Chorus)

See me as I am,
Take me as I was
See our future melt
Away with all your lies

(Bridge)

You told me love was all we need,
But now it's just a fading dream
Fingers tracing, memories clear,
But your lies, they haunt me here.

(Final Chorus)

See me as I am,
Take me as I was
See our future melt
Away with all your lies

(Outro - Portuguese)

Eu n,,o posso mais chorar
O final feliz n,,o acontecerá
Mais eu sempre lembrare
As pontas dos seus dedos no meu rosto

Appendix B

Conversation Between Rosa Lisa and *Tune Creations*

Rosa Lisa:

Hey, Tune Creations can you make a song using this guitar riff and lyric “Deeply attracted to destruction our souls merging in conjunction, but you Lie Lie Goodbye.”

Attached [guitar_riff_upbeat_Mela.mpg3]

Tune Creations:

Yes of course, here is a song using the guitar riff and lyrics you have attached.

(Verse 1)

I am water, you are fire,
Deeply attracted to destruction
Our souls merging in conjunction,
But you Lie Lie Goodbye.

(Chorus)

See me as I am,
Take me as I was
See our future melt
Away with all your lies

(Verse 2)

We breathe in damage we created,
But in the end, we can't deny
But I'm still holding onto my heart

The coldness spreading, tearing us apart.

(Pre-Chorus)

I can't find a way to stay,
With the games you always play,
But I'll never turn away,
Even though we've drifted so far away.

(Chorus)

See me as I am,
Take me as I was
See our future melt
Away with all your lies

(Bridge)

You told me love was all we need,
But now it's just a fading dream

(Final Chorus)

See me as I am,
Take me as I was
See our future melt
Away with all your lies

Attached [Song_01]

Would you like me to add anything else to the song?

Rosa Lisa:

Yes, can we add some lyrics in Spanish at the beginning of the song make it match the feel of the song as it is.

Tune Creations:

Got it, here are some lyrics in Spanish at the beginning of the song that still match the feel of the piece.

(Verse 1)

Yo te quiero si me quieres,
Entiende mi corazón
Pero si no aceptas mi secreto,
Then Lie Lie Goodbye.

I am water, you are fire,
Deeply attracted to destruction
Our souls merging in conjunction,
But you Lie Lie Goodbye.

(Chorus)

See me as I am,
Take me as I was
See our future melt
Away with all your lies

(Verse 2)

We breathe in damage we created,
But in the end, we can't deny
But I'm still holding onto my heart

The coldness spreading, tearing us apart.

(Pre-Chorus)

I can't find a way to stay,
With the games you always play,
But I'll never turn away,
Even though we've drifted so far away.

(Chorus)

See me as I am,
Take me as I was
See our future melt
Away with all your lies

(Bridge)

You told me love was all we need,
But now it's just a fading dream

(Final Chorus)

See me as I am,
Take me as I was

See our future melt
Away with all your lies

Attached [Song_02]

Would you like me to rearrange any portions of the song or change the instrumentals?

Rosa Lisa:

This sounds great! Let's add some lyrics in Portuguese at the end of the song and finish last details.

Tune Creations:

I have added lyrics in Portuguese at the end of the song while still keeping its original structure.

(Verse 1)

Yo te quiero si me quieres,
Entiende mi corazón
Pero si no aceptas mi secreto,
Then Lie Lie Goodbye.

I am water, you are fire,
Deeply attracted to destruction
Our souls merging in conjunction,
But you Lie Lie Goodbye.

(Chorus)

See me as I am,
Take me as I was
See our future melt
Away with all your lies

(Verse 2)

We breathe in damage we created,
But in the end, we can't deny
But I'm still holding onto my heart

The coldness spreading, tearing us apart.

(Pre-Chorus)

I can't find a way to stay,
With the games you always play,
But I'll never turn away,
Even though we've drifted so far away.

(Chorus)

See me as I am,
Take me as I was
See our future melt
Away with all your lies

(Bridge)

You told me love was all we need,
But now it's just a fading dream

(Final Chorus)

See me as I am,
Take me as I was
See our future melt
Away with all your lies

(Outro - Portuguese)
Eu não posso mais chorar
O final feliz não aconteceu
Mais eu sempre lembrare
As pontas dos seus dedos no meu rosto

Attached [Song_03]

Let me know if you'd like any final tweaks or production changes.