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**UNITED STATES COURT OF APPEALS**

FOR THE SIXTH CIRCUIT

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TAMMY LIVINGSTON, individually and as beneficiary  
and Co-Trustee of the Livingston Music Interest Trust  
and as beneficiary of the Tammy Livingston Music  
Interest Trust,

*Plaintiff-Appellant,*

v.

JAY LIVINGSTON MUSIC, INC., a Tennessee  
corporation; TRAVILYN LIVINGSTON, in her individual  
capacity,

*Defendants-Appellees.*

No. 24-5263

Appeal from the United States District Court for the Middle District of Tennessee at Nashville.  
No. 3:22-cv-00532—Waverly D. Crenshaw, Jr., District Judge.

Argued: December 12, 2024

Decided and Filed: July 7, 2025

Before: SILER, CLAY, and READLER, Circuit Judges.

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**COUNSEL**

**ARGUED:** Jonathan M. Wolf, JONATHAN M. WOLF, PLLC, Nashville, Tennessee, for Appellant. Tim Warnock, LOEB & LOEB LLP, Nashville, Tennessee, for Appellee.  
**ON BRIEF:** Jonathan M. Wolf, JONATHAN M. WOLF, PLLC, Nashville, Tennessee, for Appellant. Tim Warnock, Keane Barger, LOEB & LOEB LLP, Nashville, Tennessee, for Appellee.

READLER, J., delivered the opinion of the court in which SILER and CLAY, JJ., concurred. READLER, J. (pp. 13–16), also delivered a separate concurring opinion.

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**OPINION**

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CHAD A. READLER, Circuit Judge. In all its many forms, music is a powerful influence. One of music’s great gifts is its knack for soothing the mind. Think of the way listening to your favorite song takes you to a place where, at least temporarily, life’s frustrations are quickly set aside. Music’s perhaps most endearing quality is its ability to unite. Whether it be a song, an artist, or an ensemble, each has its own way of joining those of different backgrounds in a shared passion. *See generally* Raymond MacDonald, *The Social Functions of Music*, in *Routledge International Handbook of Music Psychology in Education and Community* 5–21 (Andrea Creech, Donald A. Hodges & Susan Hallam eds., 2021). In the words of one enduring performer, “music seems to be the common denomination that brings us all together. Music cuts through all boundaries and goes right to the soul.” *Id.* at 5 (quoting Willie Nelson).

Today’s case, however, offers at least one example of how music has the power to divide—even a family: a copyright suit in which heirs to a music composer’s fortune squabble over copyright assignments and associated royalties. Travilyn and Tammy Livingston (mother and daughter) each claim a right to royalties tied to certain songs authored by Jay Livingston (Travilyn’s father and Tammy’s grandfather). Between 1984 and 2000, Jay assigned his copyright interests in several songs to a music publishing company. *See* 17 U.S.C. § 201(d). In recent years, Travilyn invoked her statutory right to “terminat[e]” those copyright grants. *Id.* § 203(a). To do so, she filed termination notices with the United States Copyright Office, seeking to undo her father’s assignments to the company and recapture his interests in the copyrights for herself. Travilyn’s daughter Tammy, a beneficiary of her grandfather’s assignments, sued her mother, challenging the terminations. The district court dismissed Tammy’s complaint, holding that it failed to state a claim. We affirm.

## I.

Starting in the early 1940s, Jay Livingston (and his co-writer Ray Evans) churned out super-hits: “Que Sera, Sera,” “Mona Lisa,” “I’ll Always Love You,” and “Silver Bells.” And they were performed by many stars, including Doris Day, Nat King Cole, Dean Martin, and Bob Hope. To say the many songs Jay and Evans composed were a success understates matters. Their productions appeared in several classic films (including Alfred Hitchcock’s *The Man Who Knew Too Much*) and earned a slew of Academy Awards. They also generated more than \$400 million in sales. For their enduring contributions to the music world, Jay and Evans are remembered as the “last great of the great songwriters of Hollywood.” *Jay Livingston: Top Film and TV Composer Won Three Oscars*, Songwriters Hall of Fame, <https://perma.cc/P7EL-JZ2U> (last visited June 5, 2025).

As described next, Jay’s rights to those compositions are governed by a series of transactions involving Jay, an affiliated company, and his family. And their ownership is at the heart of this litigation.

*The July 1984 Agreement.* On July 15, 1984, Jay, in keeping with federal copyright law, promised to transfer his copyright interests in several of his songs to a music publishing company, Jay Livingston Music, owned by his daughter, Travilyn. *See* 17 U.S.C. § 201(d) (explaining that the “ownership of a copyright may be transferred in whole or in part”). How would Jay assign those interests to Jay Livingston Music? “With respect to each musical composition assigned to Jay Livingston Music by Jay Livingston,” the July 15, 1984 Agreement explained, “the parties shall enter into a separate popular songwriters agreement.” R. 39-4, PageID 806. In keeping with this promise, between 1984 and 2000, Jay executed at least 248 “popular songwriters agreement[s].” *Id.* As a result, Jay assigned his copyright interests in at least 248 songs to Jay Livingston Music. Each popular songwriters agreement had the same terms.

For example, on July 15, 1984, Jay executed a popular songwriters agreement for the hit song “Que Sera, Sera.” Under the agreement, Jay Livingston Music would possess Jay’s interest in that song’s copyright for 28 years from the date the copyright’s original term expired.

Because the original term of the copyright for “Que Sera, Sera” expired on December 31, 1983, Jay Livingston Music, per the terms of the agreement, would own Jay’s interest in it from July 15, 1984 (the day Jay assigned it) to December 31, 2011 (28 years from the date of the copyright’s original expiration). (It bears mentioning that, according to Tammy, Jay had renewed the copyright for “Que Sera, Sera” for the statutory maximum term of 67 years shortly before he assigned it to Travilyn in 1984. *See* 17 U.S.C. § 304.)

The popular songwriters agreements had other important terms. Jay, for example, held a reversionary interest in the copyright, meaning that it would “re-vest in Jay” once the company’s interest expired in 2011. R. 46, PageID 878. For the time Jay Livingston Music owned the copyright, it would keep a portion of its royalties and pay the rest to Jay himself.

*The Family Trust.* On August 28, 1985, Jay and his wife established a trust called the Family Trust, transferring to it “all right, title and interest” in “their assets, whether real or personal.” R. 39-1, PageID 714. At least two specific copyright interests in the broader bundle of assets transferred to the Family Trust deserve mention. One, the Family Trust received Jay’s right to receive royalties under each of the popular songwriters agreements. As beneficiaries of the Family Trust, Travilyn, Tammy, and other members of the Livingston family have long received a percentage of these royalties. Two, as Tammy alleges in her complaint, the Family Trust also held Jay’s reversionary interest in each of the copyrights he assigned to Jay Livingston Music. That meant that once the popular songwriters agreements held by Jay Livingston Music expired—2011 for “Que Sera, Sera,” for example—Jay’s interests in the underlying copyrights would revert to the Family Trust.

*Jay Livingston Music, Inc.* In March 2000, Jay Livingston Music, Inc. was established. Owned by Travilyn and her husband, Jay Livingston Music, Inc. is the legal successor to Jay Livingston Music, meaning that it possesses all the rights and interests held by Jay Livingston Music.

*The May 2000 Agreement.* On May 18, 2000, Jay agreed with Jay Livingston Music, Inc. to extend the time period that Jay Livingston Music (and thus Jay Livingston Music, Inc.) would possess his copyright interests. Specifically, he amended “each and every” popular songwriters

agreement “to replace the fixed term of years as set forth in each . . . with a term equal to the entire term of [the] copyright, including all renewals and extensions.” R. 39-5, PageID 821. In effect, then, under the May 2000 Agreement, Jay Livingston Music, Inc. would own Jay’s copyright interests, not for 28 years from the date of the copyrights’ original expirations, but for the copyrights’ entire terms. (Tammy alleges in her complaint that this latter period amounted to “another 50 years” from the time Jay signed the May 2000 Agreement, suggesting Jay Livingston Music, Inc. would possess Jay’s copyrights until around 2050. R. 46, PageID 881.)

*Jay’s death.* Jay died on October 17, 2001. His death sparked debate over what copyright interests, if any, the Family Trust continued to hold. A copyright lawyer retained by Jay’s estate “gave the opinion that all of Jay’s copyrights . . . had been effectively sold [to Jay Livingston Music, Inc.] and that nothing remained [in the Family Trust] other than the songwriter royalties.” R. 24-2, PageID 465–66. In other words, the May 2000 Agreement accomplished what it sought to accomplish—Jay Livingston Music, Inc. would own Jay’s interests in the assigned copyrights until their terms expired. But, of course, in keeping with the popular songwriters agreements, Jay Livingston Music, Inc. would continue to pay the Family Trust royalties for each assigned song.

With this opinion in hand, Travilyn proceeded to make a claim against the Family Trust, asserting that “*all* copyright interests in every song ever owned by Jay” had been “transferred” to “Jay Livingston Music, Inc.” R. 24-1, PageID 455 (emphasis added). Gary Kress, trustee of the Family Trust, agreed with Travilyn. So he filed a petition in California probate court seeking an order that the Family Trust held “no interest in property claimed by another.” R. 39-3, PageID 776 (citation modified). Kress’s petition made clear that the Family Trust did “not dispute [Travilyn’s] claim and request[ed] an Order of the Court that the FAMILY TRUST holds . . . no copyright interests, and that all such interests ever owned by JAY . . . are now owned by Jay Livingston Music, Inc.” *Id.* at 793. The probate court later approved Kress’s petition, entering an order stating: “The FAMILY TRUST holds . . . no copyright interests and all such interests ever owned by JAY . . . are now owned by Jay Livingston Music, Inc.” R. 28-1, PageID 490. Attorneys for both Travilyn and Tammy signed the court’s order, acknowledging that their respective clients “APPROVED” its content. R. 28-1, PageID 490.

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