

USA: Cortes-Ramos v. Sony Corp. of America, United States Court of Appeals, First Circuit, No. 16-2441, 04 May 2018

Kluwer Copyright Blog

June 5, 2018

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Please refer to this post as: Peter Reap, 'USA: Cortes-Ramos v. Sony Corp. of America, United States Court of Appeals, First Circuit, No. 16-2441, 04 May 2018', Kluwer Copyright Blog, June 5 2018, <http://copyrightblog.kluweriplaw.com/2018/06/05/usa-cortes-ramos-v-sony-corp-america-united-states-court-appeals-first-circuit-no-16-2441-04-may-2018/>

The dismissal of a copyright infringement plaintiff's claims against music publisher Sony Corporation of America and other related defendants pursuant to a mandatory arbitration provision in the agreement that the plaintiff had signed upon entering Sony's songwriting contest did not warrant an award of attorney fees to Sony as a prevailing party under the Copyright Act, the U.S. Court of Appeals in Boston has decided. An award of attorney fees under the Copyright Act required a material alteration of the parties' relationship, and the mere sending of the plaintiff's claims to arbitration did not suffice (*Cortes-Ramos v. Sony Corp. of America*, May 4, 2018, Barron, D.).

A full summary of this case has been published on [Kluwer IP Law](#).