In the

United States Court of Appeals

For the Seventh Circuit

No. 25-3336

CENTER FOR GESTALT DEVELOPMENT, INC.,

Plaintiff-Appellant,

v.

CHARLES BOWMAN and JEAN-MARIE ROBINE,

Defendants-Appellees.

Appeal from the United States District Court for
the Southern District of Indiana, Indianapolis Division.
No. 1:22-cv-02185-RLY-CSW — **Richard L. Young**, *Judge.*

ARGUED SEPTEMBER 16, 2026 — DECIDED OCTOBER 26, 2026

Before SCUDDER, PRYOR, and MALDONADO, *Circuit Judges*.

SCUDDER, *Circuit Judge*. In many areas of the law, a greater power incorporates a lesser one. So it might seem intuitive that someone with the right to publish a collection of certain writings could publish any one of those writings individually. But the Copyright Act of 1976 works differently, providing that the copyright owner of an aggregate work has no automatic right to publish any of its components standing alone.

That principle resolves this appeal. The parties contest the rights to publish an article, the "Psychopathology of Awareness," that Charles Bowman and Jean-Marie Robine reproduced in 2019 as part of a book bearing the same name. The Center for Gestalt Development has held the copyright to a collection of unpublished manuscripts including that article since 1991. But its copyright in the collection provided no copyright in the article itself. By the time the Center gained the copyright to the article, the previous owners had already granted Bowman and Robine permission to use the article in their book. For these reasons, we AFFIRM the district court's entry of summary judgment for Bowman and Robine on the Center's copyright infringement claims.

I

A successful copyright infringement claim requires proof of two elements: "(1) ownership of a valid copyright, and (2) copying of constituent elements of the work that are original." *Feist Publ'ns, Inc. v. Rural Telephone Serv. Co., Inc.*, 499 U.S. 340, 361 (1991). As the Copyright Act puts it, the plaintiff must prove infringement of "an exclusive right under a copyright … committed while he or she is the owner of it." 17 U.S.C. § 501(b). So questions of what the plaintiff owned and when the plaintiff owned it lie at the heart of any infringement analysis.

A copyright is born when an author "fixe[s]" an "original work[]" in a "tangible medium of expression." *Id.* § 102(a). Once that happens, the author automatically acquires the copyright's initial ownership. See *id.* § 201(a). Copyright ownership brings with it a bundle of six "exclusive rights," including the rights "(1) to reproduce the copyrighted work in copies or phonorecords; (2) to prepare derivative works based

upon the copyrighted work; [and] (3) to distribute copies or phonorecords of the copyrighted work to the public by sale." *Id.* § 106. The Copyright Act authorizes the owner to transfer the copyright itself or any of these exclusive rights by contract or through inheritance. See *id.* § 201(d)(1).

Sometimes an author (or a third party, with the author's permission) assembles several copyrighted writings into a single, unified compendium. The Copyright Act designates the package, such as "a periodical issue, anthology, or encyclopedia," as a "collective work." *Id.* § 101. The Act then labels the collective work as a "compilation." *Id.* But do not let this terminology confuse: whatever fine distinctions might differentiate collective works and compilations in other contexts, they are equivalent for our purposes.

The key point is that, pursuant to § 103(a) of the Copyright Act, a compilation is equally eligible for copyright protection as is any of its components, so long as the compilation itself satisfies the requirements of authorship, originality, and fixation. See *Feist Publ'ns*, 499 U.S. at 361–62; 17 U.S.C. § 103(a) ("The subject matter of copyright as specified by section 102 includes compilations[.]"). That originality could come from something as simple as the selection of certain writings for, and exclusion of others from, a compilation. See 1 Melville B. Nimmer & David Nimmer, *Nimmer on Copyright* § 3.02 (2026) (explaining that an aggregation of "all of a given author's writings" would not receive copyright protection but observing that a selective "arrangement, if not simply a chronological presentation, might involve some minimal originality, such as to support a collective work copyright").

But the scope of a compilation's copyright is limited. Congress provided that the "copyright in a compilation …

extends only to the material contributed by the author of such work, as distinguished from the preexisting material employed in the work, and does not imply any exclusive right in the preexisting material." 17 U.S.C. § 103(b). The copyright in a compilation "is independent of, and does not affect … any copyright protection in the preexisting material." *Id.*; see also *id.* § 201(c) ("Copyright in each separate contribution to a collective work is distinct from copyright in the collective work as a whole[.]"). Stated differently, the owner of a so-called compilation copyright does not necessarily own any rights to the underlying writings within the compilation, because the copyright in a compilation protects "only the elements that owe their origin to the compiler." *Feist Publ'ns*, 499 U.S. at 359.

To visualize these distinct ownership interests, consider how copyright law applies to a magazine that publishes a volume composed of articles written by freelance authors. The freelancers hold a copyright in the article they wrote, and the magazine holds a copyright in the volume it assembled. See *New York Times Co. v. Tasini*, 533 U.S. 483, 496 (2001) (recognizing that Congress codified "the discrete domains of copyright in each separate contribution to a collective work and copyright in the collective work as a whole" (cleaned up)). That allows the magazine to reproduce the volume as a whole (with each article included together), but the magazine does not automatically hold a copyright to publish any of the individual articles in isolation. See *id.* at 496–97. Unless the author of an individual article has separately conveyed their copyright in the article, the author retains the exclusive right to reproduce their article. See *id.* at 500–01; *Assessment Techs. of Wisconsin, LLC v. WIREdata, Inc.*, 350 F.3d 640, 646 (7th Cir. 2003) ("The scope of a copyright is given by federal law, but

the scope of contractual protection is, at least *prima facie*, whatever the parties to the contract agreed to.").

II

A

Against this statutory background, we come to the dispute about the ownership and usage of various writings by Dr. Frederick Perls. Dr. Perls pioneered the discipline of a form of psychotherapy called gestalt therapy. As part of his scholarly work, he wrote an article entitled the "Psychopathology of Awareness." But Dr. Perls never published the article, and his copyright in it passed to his wife Laura Perls upon his death in 1970.

After Laura died in 1991, her estate entered into an agreement with The Center for Gestalt Development that conveyed exclusive rights to publish a collection of Dr. Perls's unpublished manuscripts, a collection that included the article "Psychopathology of Awareness." The 1991 agreement contemplated that the Center would publish the collection within a year, but the Center did not do so until 2021.

In the meantime, Charles Bowman, a practitioner and professor of gestalt therapy in Indiana, acquired a copy of the article in the mid-2010s. He shared news of this acquisition with his friend Jean-Marie Robine, a gestalt therapist living in France. Anticipating that the article would generate significant interest, the two decided to publish the article through a French institute Robine founded decades ago. Because the article spanned just 40 pages, too short for a standalone book, Bowman and Robine wrote chapters commenting on the article and solicited similar contributions from nine other gestalt therapists.

The final product was a 200-page book entitled *Psychopathology of Awareness: An unfinished and unpublished manuscript with commentaries by contemporary gestalt-therapists*. The book listed Bowman and Robine as editors, with Dr. Perls credited as the primary author. Bowman announced the book's forthcoming release in an email to an association of gestalt therapists on November 10, 2019. The book proceeded to print in December 2019 and sales began in February 2020 on the French institute's website. The book remained available until 2022, by which time the institute sold some 200 or 300 copies, including to purchasers in the United States.

B

The Center for Gestalt Development caught wind of Bowman's and Robine's book before it went to press. On November 25, 2019, Molly Rawle, the Center's president, emailed Bowman and Robine directing them not to publish the book. In her view, the 1991 agreement with the estate of Laura Perls gave the Center the exclusive right to publish the article. Bowman and Robine reacted by offering the Center royalties and recognition as a co-publisher in return for permission to use the article in their book, but the Center refused.

As the Center continued to threaten litigation, Bowman and Robine sought help from Renate and Stephen Perls, the children of Dr. Perls and his wife Laura. The siblings had inherited the copyrights to the article from Laura's estate in 1995. Bowman and Robine contacted the siblings in 2019 or 2020 through Leslie Gold, Renate's daughter and legal representative, seeking permission to use the article in their book. After obtaining Stephen's approval, Gold told Bowman and Robine—in a phone call, as best we can tell—that they could use the article in the book in exchange for a modest royalty.

In 2021, however, Gold emailed Bowman and Robine with an entirely different message. The Center had sued Renate and Stephen in late 2020 over the article's copyright. The siblings, with Gold again acting on her mother Renate's behalf, settled the suit by assigning their interest in the article's copyright to the Center until this federal suit against Bowman and Robine concludes. Gold then informed Bowman and Robine of this development, explaining in an email that the settlement "honors" the Center's 1991 agreement with Laura's estate. What all of this means is that the Center believes that by 2021, at the very latest, it held the rights to the article and could prevent Bowman and Robine from publishing it in their book.

C

It is no surprise that these conflicting agreements gave rise to additional litigation. The Center sued Bowman and Robine in May 2021 in federal court in Pennsylvania. The complaint alleged that Bowman and Robine infringed the Center's copyright in the article "Psychopathology of Awareness" by including it in their book. The complaint also named the French institute as a defendant.

The case eventually made its way to the Southern District of Indiana following a series of motions to dismiss and transfer. The French institute never entered an appearance, however, and the Center eventually obtained a default judgment against it. That judgment plays no part in this appeal, as it neither found Bowman and Robine liable for infringement nor ordered them to provide any relief to the Center.

Following discovery, Bowman and Robine moved for summary judgment on the Center's infringement claims. The

district court analyzed the significance of the 1991 contract between the estate of Laura Perls and the Center, the 2019 or 2020 oral agreement Leslie Gold made with Bowman and Robine, and the 2021 settlement between Gold and the Center. It concluded that the 1991 agreement granted the Center rights only in the collection of Dr. Perls's unpublished manuscripts, not any of the underlying articles—including the "Psychopathology of Awareness." From there the district court determined that when the Center later acquired rights to the article in 2021 under the settlement agreement, it did so subject to an irrevocable oral license Gold conveyed on behalf of Renate and Stephen allowing Bowman and Robine to use the article in their book. In its final analysis, then, the district court determined that the Center's infringement claims failed because Bowman and Robine had authority all along to publish the article in their book.

III

We review the district court's summary judgment order without deference and construe all facts and reasonable inferences in the Center's favor. See *Richardson v. Kharbouch*, 156 F.4th 849, 856 (7th Cir. 2025).

A

The proper beginning point is the 1991 agreement between the estate of Laura Perls and the Center for Gestalt Development. The parties stipulated at oral argument that, as a matter of contract law, the 1991 agreement transferred the estate's rights only in the broader collection of unpublished manuscripts, not in the "Psychopathology of Awareness" article standing alone.

That shared interpretation leaves the Copyright Act's baseline distinction between ownership of a single piece of writing and ownership of a compilation intact. See 17 U.S.C. § 201(c) ("In the absence of an express transfer of the copyright or of any rights under it, the owner of copyright in the collective work is presumed to have acquired only the privilege of reproducing and distributing the contribution as part of that particular collective work[.]").

As of 1991, then, the Center had no more of a right to publish the article, except as part of the collection along with the other unpublished manuscripts, than a magazine has a right to reproduce any of its freelancers' articles in isolation. See *Tasini*, 533 U.S. at 496–97. The Center, in short, held a copyright in what made the collection original—its selective curation of certain of Dr. Perls's writings—rather than what made the article original. See *Feist Publ'ns*, 499 U.S. at 359 (explaining that a copyright in a compilation protects only the "selection, coordination, and arrangement" of its components); 17 U.S.C. § 103(b) (similar). It follows that the Center could not prevail on an infringement claim against anyone who copied the article rather than the collection. See 17 U.S.C. § 501(a), (b) (connecting the cause of action for infringement to a plaintiff's exclusive rights under a copyright). And remember the facts: Bowman and Robine did not copy the collection as a whole, because the only thing their book had in common with the collection was its inclusion of the article "Psychopathology of Awareness."

To be sure, things changed when the Center acquired the article's copyright in 2021 as part of its settlement agreement with Renate and Stephen Perls. Once the Center became the owner of the article's copyright, it gained the exclusive rights

to publish the article whether by itself or in conjunction with other writings and to sue others who infringed those rights—with one crucial exception. Before conveying the article's copyright to the Center, Renate and Stephen, acting through Renate's legal representative, Leslie Gold, had already authorized Bowman and Robine to use the article as part of their book. That happened no later than 2020, before the 2021 settlement agreement between the siblings and the Center. So when the Center acquired the article's copyright in 2021, it did so subject to a limitation on its otherwise-exclusive right to publish the article.

Putting all of this more directly, the oral license Gold conveyed to Bowman and Robine allowed them to continue reprinting the article in their book in 2021 and beyond. The oral license issued in 2019 or 2020, when Renate and Stephen still owned the article's copyright. As the copyright owners, the siblings held the power to license their right to publish the article to third parties. See *I.A.E., Inc. v. Shaver*, 74 F.3d 768, 775 (7th Cir. 1996) (explaining that copyright owners may grant licenses to "permit[] the use of a copyrighted work in a particular manner"). They did so here through Gold, who both exercised Renate's interests in the article's copyright as her legal representative and obtained Stephen's permission to grant the license to Bowman and Robine.

Additionally, Gold's oral agreement with Bowman and Robine fell outside the Copyright Act's statute of frauds because she granted them only permission to use the article rather than any ownership interest in its copyright. See *id.* (explaining that "even though section 204(a) of the Copyright Act invalidates any transfer of copyright ownership that is not in writing, section 101 explicitly removes a nonexclusive

license from the section 204(a) writing requirement"). And just as consideration generally is necessary for a binding contract, the royalties Bowman and Robine paid Gold in exchange for granting the oral license made it irrevocable. See *id.* at 776 (comparing licenses to contracts); 3 *Nimmer on Copyright* § 10.03 (observing that "consideration is necessary to render a nonexclusive license irrevocable"). That means that even when the Center acquired the article's copyright in 2021, it could not retroactively unwind this arrangement.

Nor could the Center sue for any infringement that occurred before Gold conveyed the oral license giving Bowman and Robine permission to publish the article in their book. If the oral license did not issue until 2020, as the Center contends, then Bowman's and Robine's initial publication and sale of the book in 2019 may well have infringed the Perls siblings' copyright in the article. But the proper plaintiffs for any pre-oral license infringement are Renate and Stephen Perls, not the Center, as by default a copyright owner can only sue for infringement "committed while [the plaintiff] is the owner of it." 17 U.S.C. § 501(b). Perhaps the Center could have acquired the Perls siblings' rights to sue for infringement committed in 2019 and 2020, but nothing in the 2021 settlement agreement indicates that they did.

In the end, the Center held the article's copyright only when Bowman and Robine had irrevocable permission to use it in their book. So Bowman and Robine never infringed the Center's copyright.

B

The Center responds with two points, one factual and one legal. Neither is persuasive.

First, the Center contends that unresolved questions of fact persist regarding whether and when Gold authorized Bowman and Robine to use the article in their book. For support, the Center questions the reliability of Gold's sworn declaration submitted in the district court and highlights emails suggesting that Bowman and Robine were attempting to secure Gold's approval for the book well into 2020. Taking those points in order, the Center has not met its burden of creating a jury question about the existence of the oral license. Gold's sworn declaration finds ample corroboration in the royalty check she received in exchange for the oral license and in a subsequent email to Bowman and Robine referencing her prior support for their book. A reasonable jury could conclude only that Gold in fact conveyed the oral license. Whether that occurred in 2019 or 2020 remains debatable, but even using the later date that license still preceded the Center's acquisition of the article's copyright in 2021.

Second, relying on *Harper & Row Publishers, Inc. v. Nation Enterprises*, 471 U.S. 539 (1985), the Center insists that its copyright in the collection of Dr. Perls's unpublished manuscripts necessarily encompassed the right to be the first to publish the article "Psychopathology of Awareness" in any context. No doubt the Supreme Court recognized the significance of a copyright owner's "right to control the first public appearance" of the work. *Id.* at 555. But it did so in the altogether different context of analyzing the significance of a writing's publication status for purposes of a fair-use defense raised under 17 U.S.C. § 107. See *id.* at 553 ("Because the potential damage to the author from judicially enforced 'sharing' of the first publication right with unauthorized users of his manuscript is substantial, the balance of equities in evaluating such a claim of fair use inevitably shifts.").

The question whether a copyright owner can exclude others from publishing the writing even for a "fair use" lies downstream from the determination of who owns the copyright. In a case about whether the owner of exclusive rights in a collection also owns exclusive rights in one of the compilation's components, the answer comes not from *Harper & Row* but from §§ 103(b) and 201(c) of the Copyright Act. In those provisions, Congress provided that a copyright in a compilation confers no right to publish the underlying works standing alone. See *Tasini*, 533 U.S. at 494–97 (explaining that a magazine publisher, for example, cannot "reproduce or distribute copies of [a freelance] author's contribution in isolation"). Until 2021, the Center had no right to publish the "Psychopathology of Awareness" except as part of the collection of Dr. Perls's unpublished manuscripts, which meant it had no right to prevent Bowman and Robine from publishing the article as part of their book.

* * *

The district court applied the Copyright Act to the letter in distinguishing between ownership of a copyright in a single piece of writing and ownership of a copyright in a compilation. By the time the Center acquired the copyright in the article itself, as opposed to the compilation, it was too late to prevent Bowman and Robine from publishing the article as part of their book. For these reasons, we AFFIRM.