



COPYRIGHT CLAIMS BOARD

Docket number: 25-CCB-0127
April 23, 2025

Brandon Damon

CLAIMANT

v.

Grip FX LLC, Kjet Direct LLC,
Kyle Rowe, and Justin Schilleman

RESPONDENTS

ORDER TO AMEND NONCOMPLIANT CLAIM

The Copyright Claims Board (Board) finds that your claim does not comply with the requirements of the CASE Act and related regulations. The claim cannot move forward unless it is amended.

If you wish to proceed with this claim, you must file an amended claim by **May 23, 2025**. If you do not, the Board must dismiss your claim without prejudice, although you may file again in the future before the Board or in federal court. If you file an amended claim and it is found compliant, you will be notified and directed to proceed with service. There is no additional filing fee for an amended claim. 17 U.S.C. § 1506(f)(1)(B).

To make your amended claim compliant, you must resolve the issues identified below. 37 C.F.R. § 224.1(c)(2). You may also choose to correct or edit any errors or other information in your claim before you file it again. You do not need to provide a legal argument in your claim – just a statement of facts and circumstances. Being specific in your description gives the other party and the Board more information about your claim. There is no character limit, so please be as detailed as possible.

Allegedly Infringing Activity

Your copyright infringement claim does not include enough information or clarity about allegedly infringing acts committed specifically by each respondent.

Copyright law grants exclusive rights to copyright owners. These include the right to reproduce, distribute, and publicly perform the work, and to make a “derivative work,” which is a work based on the original work. Someone who takes part in one of those activities without the copyright owner’s permission may be infringing the copyright, unless they have a legitimate defense. More information about exclusive rights is available on page 3 of the [Starting an Infringement Claim](#) chapter of the CCB Handbook.

You do not clearly present facts that indicate that each respondent engaged in some activity infringing your copyright, such as reproducing, distributing, or publicly displaying your works, or making derivative work based on your works. To address this issue in an amended claim, you must include enough information about each respondent’s activities to support holding each of them liable for infringement.

You allege infringement of four videos that you describe as “episodes.” The basis of your claim appears to be that one or more of the respondents violated an agreement with you, in which you had agreed to produce a series of

videos, and that use of those videos after the violation constituted infringement. Supplemental documents filed with the claim include what appears to be a Production Agreement setting forth terms by which you were to produce a series of episodes for respondent Justin Schilleman a/k/a Justin Ross of Hogworkz. However, the claim does not make clear that the parties ever signed the Production Agreement or otherwise agreed to its terms.

In addition, it is not clear that the alleged violations of the agreement would have made further use of the videos infringing. Your allegations suggest that the videos depict Hogworkz and were specifically created for Hogworkz's use, but that Hogworkz breached the agreement by ceasing production after four episodes, though more episodes were originally envisioned. Those allegations appear to describe a breach of contract dispute, not a copyright infringement. A "breach of contract" is a violation of any of the agreed-upon terms and conditions of a binding contract. When a party to a contract does not fulfill an obligation stated in the contract, such as payment, it is typically considered a breach of contract. The Board is authorized to hear copyright infringement claims but it is not authorized to hear claims for breach of contract.

The Board may only hear infringement claims against a licensee of a work if the claim is based on a licensee failing to satisfy a "condition precedent" of a license from the copyright owner, or if the licensee's use of the work went beyond the scope of the uses permitted under the license. A "condition precedent" is an act or event that must occur to trigger certain contract obligations. For example, if an author agrees that a licensee may publish her book "if, and only as long as" the licensee makes monthly payments to the author, then the payments may be a "condition precedent" to the licensee's right to publish. If a copyright license depends on the licensee first satisfying a condition precedent, and the licensee does not satisfy it before using the work, then the license is not effective and the licensor may raise a copyright infringement claim.

If you can state facts that identify such a condition precedent included in your written or oral agreement with Hogworkz, or that the respondents used your work beyond what was permitted by your agreement, the Board may be able to hear your claim. If you submit an amended claim, it must include allegations that state or show that any agreement with Hogworkz required it to satisfy a condition precedent, and that it did not satisfy that condition, or how the respondents used your work beyond what was permitted by your agreement. Please provide more details and background regarding your agreement with Hogworkz, indicating whether the Production Agreement was signed, and including a clear, detailed statement regarding any conditions precedent included in that agreement.

In addition, if the respondents engaged in reproduction, distribution, or public displays of your work or adapted the work in ways that went beyond the scope of the uses permitted under your agreement, you should describe those uses and explain why they were beyond the scope of your agreement. You should be as detailed as possible, specifying what each respondent did in relation to each work that you allege that the respondent infringed. In addition, your amended claim should clearly identify how much material from each episode was infringed.

Please review [Circular 1: Copyright Basics](#) and the [Introduction](#) chapter in the CCB Handbook for more information about copyright and the kinds of disputes that the Board can hear. You should only file an amended claim if you can state facts to support a claim under copyright law that can be heard by the Board. For more

information about what is required to support a claim of infringement, please refer to the [Starting an Infringement Claim](#) chapter of the CCB Handbook.

Multiple Respondents

The Board can only hear claims asserted against multiple respondents if all claims in the proceeding “arise out of the same allegedly infringing activity or continuous course of infringing activities[.]” 17 U.S.C. § 1504(c)(6). Your claim asserts that the respondents each infringed the copyrights in your videos, but you do not appear to allege that all respondents acted together or that your claims all arise out of the same infringing activity or activities. In the “Describe the infringement” section of the claim, you assert that “Hogworkz has shared the material with Grip FX to promote their products, which was no[t] agreed upon,” and you appear to indicate that respondents Grip FX LLC and KJet LLC both used some of the videos in online ads, but you do not describe how their acts relate to any acts by each other or by the other named respondents. To address this issue, your amended claim must either be raised against only one respondent (or set of respondents, if you allege that they acted together in the same course of conduct), or must include facts that indicate that the respondents jointly engaged in the same allegedly infringing activities or were parts of a chain of one continuous course of infringing activities. As discussed above, your amended claim must also identify each respondent’s allegedly infringing activities and describe how each respondent engaged in those activities.

In addition, you provide the same mailing address for Grip FX LLC as for respondent Kyle Rowe, and the same mailing address for KJet LLC as for Justin Ross, which suggests that the LLC respondents may be related to the individual respondents, but you do not indicate what those relationships are. If you file an amended claim, include further allegations that describe the relationships between the parties, and indicate why any respondent’s activities would not be within the scope of the allegedly violated agreement.

Relief Requested

The “Description of harm suffered and relief sought” section of the claim indicates that you are seeking forms of relief that are not typically available in a claim before the Board. You state: “I had to hire a lawyer to register my copyright and assist in this matter, so I’d like to recoup my lawyer fees. I want them to fulfill their side of our agreement by paying the difference or take the material down and stop using it for their businesses and infinite gain forever.” The Board is only authorized to grant certain kinds of relief. It can only award attorney’s fees if a party engages in conduct in bad faith in the course of the proceeding, and unlike a federal court, the Board cannot order a respondent to stop or modify activities (sometimes called an “injunction”) *unless* the respondent notifies the Board that, if found liable for infringement, they will stop or modify the activity. Respondents may decide to agree to stop or modify their infringing activity because, if they are found liable, the Board may consider that agreement when it decides how much to award as damages. While your requested relief is compliant and does not need to be amended, you may wish to revise it. More information is available in the [Damages](#) chapter of the CCB Handbook.

To submit an amended claim, log into your eCCB account and take the following steps:

1. From your dashboard, click the “**Amend claim**” button and select your docket number from the dropdown list.
2. Your claim will unlock for editing. The information you originally entered will appear in the same order as in your original claim.
3. Make the necessary edits. If you have filed supplemental documents, you must re-upload any documents you wish to include in the amended claim on the “**Documentation**” page. Please include only documents directly related to your claim, and label them clearly.
4. Once you have completed your edits, continue to click through the fillable claim form until you reach the “**Review**” page. The Review page includes all the information that you have provided in the claim up to this point. Carefully double-check the information on this page. If you have any corrections, you can select “**Edit**” to revise any entries necessary. Each section of information has an “**Edit**” button, which will take you back to that section so you can make changes. After you make changes, you can click “**Save & review**” to return to the Review page. Please review your claim carefully. Once you submit your amended claim, you will be unable to edit the claim while it is in compliance review.
5. Once you have completed your review and any revisions, you must confirm that the information in your claim is accurate and truthful to the best of your knowledge. To complete the declaration, type your full name into the “**Digital signature**” box near the bottom of the “**Review filing**” page and click “**Agree & submit.**”

If you have questions, please contact asktheboard@ccb.gov. Include your docket number in the subject line. The Board is unable to provide legal advice. We can only provide legal information and assistance concerning Board procedures and requirements. If you would like to seek further guidance from a lawyer or a law student at reduced or no cost, please visit the [Pro Bono Assistance](#) page on ccb.gov. You may also refer to the [Compliance Review](#) chapter of the CCB Handbook for more assistance.

Copyright Claims Board