



COPYRIGHT CLAIMS BOARD

Docket number: 25-CCB-0143

April 29, 2025

Heberly Engineering, P.C.

CLAIMANT

v.

SLL Services, LLC

RESPONDENT

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 29, 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 present enough facts to clearly state how the respondent SLL Services, LLC (SLL) used your exclusive rights without permission in the allegedly infringed work.

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 does 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 allege infringement of a work titled “Water Line Replacement Thousand Trails Bend-Sunriver RV Campground Sht TS,” which you describe as “Engineering Plans.” In your pending application for registration, the copyrightable authorship you identify that you want to register is only “Technical Drawings” within the work. You assert that SLL has reproduced and distributed copies of the work, and that the infringing acts occurred in “online emails” and unknown other places, beginning in September 2023. You do not present enough specific facts about SLL’s activities to support those bare assertions. If you submit an amended claim, it must include more facts that indicate which acts by SLL you consider infringing. For example, if SLL distributed infringing copies of the work

by email, you may describe to whom the email was sent, when it was sent, and how much of the work it contained. If you have copies of allegedly infringing emails, you may upload them as supplemental documents with your amended claim. If you include supplemental documents, they must be clearly labeled and identified.

Impermissible Claim – Breach of Contract

The Board is only authorized to hear certain kinds of copyright disputes, such as copyright infringement claims. However, your allegations about SLL's use of your engineering plans appear to describe a dispute over a "breach of contract," which is a violation of any of the agreed-upon terms and conditions of a binding agreement, rather than a copyright infringement dispute. If 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 not authorized to hear claims for breach of contract. 17 U.S.C. § 1504(d)(1).

In the "Describe the infringement" section of the claim, you allege: "There is outstanding invoices with payment due, making all the plans from HEBERLY ENGINEERING P.C. infringed upon per the contract terms." You appear to allege that SLL had a license or agreement allowing it to use the plans but it failed to pay in full. If SLL did have a license to use the plans, the Board could only hear your infringement claim if you amend the claim to also state facts indicating that SLL failed to satisfy a "*condition precedent*" of the agreement, or that its use of the work went beyond the *scope* of the uses permitted under the license, both of which are further explained below.

A. Condition Precedent to a License

Your claim can cure these grounds for noncompliance if you state facts in an amended claim that indicate that a "condition precedent" had to occur before the license could take effect, and that it did not occur. 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. Or, if a photographer allows a website to use his photograph "if" the website credits the photographer by name, that credit could be a condition precedent. If a copyright license depends on the licensee **first** satisfying a condition precedent, and the licensee does not satisfy the condition when using the work under copyright, then the license is not effective and the licensor may raise a copyright infringement claim.

You have not alleged that full payment, or any other requirement, was a condition that SLL had to meet before it could use the work. If there were terms that SLL had to satisfy first, your amended claim should provide the terms you imposed, including any specific conditional wording. Typically, lack of payment is breach of a contract term unless it is clear that use is allowed "if and only if" payment is first made. To show that full payment or any other term of use was a "condition precedent" to a license, your amended claim must include enough details about the term stated to show that it had to be satisfied *before* the license would take effect. You may also include the agreement, or correspondence that plays a significant role in your allegations, as supplemental documentation in support of your amended claim.

B. Scope of an Implied License

Your infringement claim could also proceed if you present facts in an amended claim that indicate that, even if a license existed, SLL exceeded its scope by using your work in a way that the license would not allow. To support a contention that SLL's use of your engineering plans exceeded the scope of a license, you must provide more details in an amended claim to indicate how the use went beyond what the license permitted. As stated above, you may include the agreement or significant correspondence as supplemental documents. Again, if you include supplemental documents, they must be clearly labeled and identified.

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.

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.