



COPYRIGHT CLAIMS BOARD

Docket number: 24-CCB-0132
May 29, 2024

Carol Rhyu

CLAIMANT

v.

Rick Romano

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 **June 28, 2024**. 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.

Respondent Clarity

In your claim you have listed Rick Romano (“Romano”) as the sole respondent. However, in the “Describe the infringement section” of your claim most of the actions you describe involve “GGG” and not Romano. Your claim does not present facts that clearly state how the named respondent used your exclusive rights in the allegedly infringed work without permission or how Romano is connected to GGG. Copyright law grants exclusive rights to copyright owners. These include the right to reproduce, distribute, and publicly display the work, and to make a “derivative work,” which is a work based on the original work. Someone who participates 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.

The information included in your claim appears to indicate that Romano may be an owner, officer, or employee of GGG. An individual connected with an entity is not liable for infringement committed by that entity unless you can show specific facts about that individual’s involvement in the infringement. Your allegations do not describe any specific acts that Romano engaged in and does not explain the relationship between Romano and GGG. The

claim also does not indicate if GGG is the full name of the entity or what kind of entity it is.

If you submit an amended claim, you must fully explain how Romano allegedly infringed your work. You should be as detailed as possible, setting forth what Romano did in relation to the work you allege was infringed. If you cannot state facts to support an infringement claim against the named respondent, you must omit him and add another respondent that was responsible for the alleged infringement in the amended claim or drop the claim.

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 GGG’s use of “Loves Park” 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. In the “Describe the infringement” section, you state that “[i]n January 2018, I entered into a distribution agreement with GGG to distribute my feature film ‘Loves Park’ internationally and domestically.” You appear to allege that Romano had a license or agreement allowing GGG to distribute “Loves Park” and that GGG would pay for those rights but failed to pay in full.

If GGG and/or Romano did have a license to use the work, the Board could only hear your infringement claim if you amend the claim to also state facts indicating that they failed to satisfy a “*condition precedent*” of the agreement, or that their 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

Your claim can proceed 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, 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 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 GGG and/or Romano had to meet before they could distribute the work. If there were terms that GGG and/or Romano had to satisfy first, your amended claim should provide those terms, including any specific conditional wording. 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 claim. If you include such an agreement and correspondence as supplemental documents, they should be properly identified and labeled.

B. Scope

Your “Loves Park” infringement claim could also proceed if you present facts in an amended claim that indicate

that, even if a license existed, GGG and/or Romano exceeded the scope of the license by using your work in a way that the license would not allow. To support a contention that the use of your work 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. If you add any supplemental documents, they should be properly identified and labeled.

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 Attorney