



COPYRIGHT CLAIMS BOARD

Docket number: 25-CCB-0127
May 9, 2025

Brandon Damon

CLAIMANT

v.

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

RESPONDENTS

SECOND ORDER TO AMEND NONCOMPLIANT CLAIM

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

If you wish to proceed with this claim, you must file a second amended claim in this proceeding by **June 9, 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. There is no additional filing fee for an amended claim. If you file a second amended claim and it is found compliant you will be notified and directed to proceed with service. However, if your second amended claim also is found not to comply, the Board will dismiss the proceeding without prejudice. 17 U.S.C. § 1506(f)(1)(B); 37 C.F.R. § 224.1(d).

To make your second 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.

Copyright Registration

You allege infringement of four videos that you describe as “episodes.” You have not presented sufficient facts to indicate that you are a proper claimant to raise a claim of infringement for all four works.

To bring a copyright infringement claim before the Board, the claimant must be “the legal or beneficial owner of the exclusive right [in a copyrighted work] at the time of the infringement.” 17 U.S.C. § 1504(c)(1). A legal owner is an author of the work who owns the exclusive rights at issue or a person or entity that has received a transfer of those rights, for example, by an assignment or an exclusive license. A beneficial owner is a legal owner who has transferred the rights at issue but retains some of the advantages of ownership, such as the right to receive royalties from the use of the work. A claimant who is not an author or named copyright owner of the allegedly infringed works must provide some specific details or supplemental documents explaining how the claimant owns, or has an exclusive license to use, the exclusive rights at issue.

It is not apparent that you are a legal or beneficial owner of each video. You state that the Copyright Office has

not registered the videos, and you provide the service request numbers of pending applications for their registration. Copyright Office records show that the application to register the first episode lists you as the copyright claimant (owner), but the applications to register the other three episodes indicate that owner is Brandon Damon Video LLC (BDV), and not you personally. Those applications therefore appear to contradict your basis to bring a claim as the legal or beneficial owner.

To clarify this issue, if you submit a second amended claim, you must provide some specific allegations about how you own, or have an exclusive license to use, the exclusive rights at issue for those three videos. For example, if the statements in the applications about BDV's ownership do not reflect the copyright owner of the works at issue at the time of the infringement, you should explain the inaccuracy. In the alternative, if BDV (rather than you) owns the exclusive rights in those works, then you may amend the claim to name BDV as the claimant for the claims of infringement of those three works; or you may omit the claims of infringement of those three works from your second amended claim.

Allegedly Infringing Activity

You have named four respondents: Grip FX LLC (Grip FX), Kjet Direct LLC (Kjet), Kyle Rowe (Rowe), and Justin Schilleman (Schilleman). Your amended claim does not include enough information or clarity about allegedly infringing acts committed by each respondent (such as reproducing, distributing, or publicly displaying your works, or making derivative work based on your works) to support a copyright infringement claim against each of them. To address this issue, a second amended claim must include more information about each respondent's activities.

You raise additional allegations in a spreadsheet filed with the amended claim (labeled "[COMPLETE CASE GUIDE / OUTLINE. Read this first](#)"). In that document, you appear to indicate that Kjet is, or does business as, Hogworkz, and that you had reached an agreement with Hogworkz that, among other things, authorized only "Hogworkz, Dennis Kirk and Raider World" to use the video materials you produced, and did not authorize any alterations to the materials without your express permission.

You have not stated allegations that indicate that either Rowe or Schilleman engaged in any infringing acts. Emails filed with the amended claim indicate that you negotiated with both of them, but they do not indicate that they personally participated in any infringement. As for the corporate respondents, you allege that "Hogworkz has shared the material with Grip FX to promote their products, which was no[t] agreed upon," and you state in the spreadsheet document: "My video from Episode 1 appears in GRIPFX instagram + meta paid Ads without written consent." You further state: "Hogworkz engaged in unauthorized actions by disseminating my proprietary material to a third party, GRIPFX, without my consent. GRIPFX (or Hogworkz for that matter) subsequently made unauthorized modifications to the material and used it in paid advertisements without authorization."

As stated in the April 23, 2025 Order to Amend Noncompliant Claim (April 23 Order): "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." In the spreadsheet, you acknowledge that "there was no 'condition precedent' in

the [written] agreement” between you and Hogworkz. The amended claim does not indicate that such a condition existed outside the agreement. You describe negotiations in which both parties discussed producing a series of eight to twelve videos, and you state that only four videos were produced, but you have not shown that producing eight to twelve videos was a condition that had to be satisfied before use of the works was authorized. Unless you can make such a showing, the use would only constitute infringement if it was beyond the scope of the license.

Use of a work within the scope of a license from the copyright owner is not copyright infringement. If your contention is that each respondent engaged in acts beyond the scope of the license agreement, your second amended claim must state that contention, and explain how each respondent’s use of the work went beyond the permitted scope, and constituted infringement. As the April 23 Order explained:

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.

You assert in the spreadsheet document that Grip FX and Kjet (Hogworkz) acted in coordination: “GRIPFX and Hogworkz are operated by the same individuals, (but separate LLCs), thereby underscoring the coordinated nature of the infringement.” To constitute infringement, a distribution of a copyrighted work must be a distribution “to the public by sale or other transfer of ownership, or by rental, lease, or lending.” 17 U.S.C. § 106(3). If Grip FX and Kjet are related entities, it is not apparent that Kjet’s alleged distribution of the works to Grip FX was a “distribution to the public.” In your second amended claim, you should clarify whether Grip FX was acting on behalf of Kjet or for Kjet’s benefit when it engaged in its allegedly infringing acts; and if so, why that use was not permitted by the license agreement.

If your second amended claim does not state clear allegations of infringing acts by each named respondent, the proceeding will be dismissed. You must omit from the “Respondents” section of the second amended claim any respondent for whom you cannot present sufficient facts to support a claim of infringement.

Final Amendment

Your amended claim resolves some, but not all, of the compliance issues raised in the April 23, 2025 Order, and additional issues, discussed above, also must be resolved for the claim to move forward.

This is your third and final opportunity to submit a compliant claim in this proceeding. If your claim remains noncompliant, the entire proceeding will be dismissed. 17 U.S.C. § 1506(f)(1)(B).

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