



COPYRIGHT CLAIMS BOARD

Docket numbers: 26-CCB-0440, 26-CCB-0441,
26-CCB-0442, 26-CCB-0443, 26-CCB-0444,
26-CCB-0445, 26-CCB-0446, 26-CCB-0447,
26-CCB-0448, 26-CCB-0449 & 26-CCB-0450
July 31, 2026

David Sutton

CLAIMANT

v.

Paul Martin

RESPONDENT

ORDER TO AMEND NONCOMPLIANT CLAIM

You filed the above-referenced claims of copyright infringement against the same respondent. The Copyright Claims Board (Board) finds that your claims do not comply with the requirements of the CASE Act and related regulations. The claims cannot move forward unless they are amended.

If you wish to proceed with these claims, you must file an amended claim *in each proceeding* by **August 31, 2026**. If you do not, the Board must dismiss your claims 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 claims 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 claims before you file them again. You do not need to provide a legal argument in your claims – just a statement of facts and circumstances. Being specific in your description gives the other party and the Board more information about your claims. There is no character limit, so please be as detailed as possible.

Permissible Claim

Although you identify these as copyright infringement claims, information in your claims and supporting documents suggests that these disputes may arise from a prior business or collaborative relationship between you and the respondent involving the allegedly infringed works. The Board is not authorized to hear claims for breach of contract. 17 U.S.C. § 1504(d)(1).

Your claims allege that the respondent, among other things, reproduced, distributed, publicly displayed, publicly performed, or created derivative works from your copyrighted works without permission. However, some of the supporting documents submitted include communications regarding YouTube collaboration features, publication decisions, monetization, sponsorships, revenue sharing, and other matters relating to the creation, publication, management, or distribution of the allegedly infringed works, including discussions about producing content together, publishing content on particular channels, and sharing revenue.

That information suggests that there may have been an agreement, authorization, license, or other understanding between you and the respondent regarding the use of the works. However, your claims do not clearly explain the nature of that relationship, whether the respondent was initially authorized to use the works, the source and scope of any such authorization, or whether the respondent's current activities allegedly exceed the scope of any permission previously granted. Without that information, it is unclear whether your claims concern copyright infringement or instead arise from a contract or licensing dispute.

If you file amended claims, you must explain the nature of your relationship with the respondent and whether you ever authorized the respondent, whether through a written agreement, or words, or actions, to use or otherwise exploit the allegedly infringed works. You should fully explain how you worked with respondent or your relationship with respondent, and if respondent did not have permission to use the works, why. If you gave the respondent permission to use the works or acted in a way to convey that permission, you should explain the scope of that permission, whether it was limited in any way, whether it later ended or was further limited, how any termination was communicated to the respondent, what actions the respondent took after any authorization allegedly ended, including whether derivative works were created before or after the permission ended, and why you believe those activities constitute copyright infringement. You may include any agreement or significant correspondence as supplemental documents. All supplemental documents must be clearly labeled and identified.

An agreement or license does not need to be in writing. There may be a verbal agreement, or even an implied agreement or an implied license based on the conduct of the parties. If you had an agreement or license with the respondent, the Board may hear your claims if you can state facts in your amended claims that indicate either that (A) the respondent failed to satisfy a "condition precedent" of the agreement, or (B) the respondent exceeded the scope of any permission you granted. These concepts are explained below.

A. Condition Precedent

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 "only if" the website credits the photographer by name, that credit could be a condition precedent. In sum, if a copyright license depends on the licensee first satisfying a condition precedent, and the license makes clear that failure to satisfy it makes the license ineffective, then the licensor may raise a copyright infringement claim.

If you had an agreement with the respondent, then your infringement claims could proceed if you state facts in the amended claims that indicate that a "condition precedent" had to occur before the agreement could take effect, and that it did not occur.

B. Scope

If you had an agreement with the respondent, then your claims could also proceed if you present facts in your amended claims that indicate the respondent used your works beyond what was permitted in the agreement. If the respondent engaged in uses of the allegedly infringed works that went beyond the scope of the uses permitted under the agreement, you should describe those uses and explain why they were beyond the scope of your agreement in your amended claims.

Improper Relief

Your claims seek certain forms of relief that the Board cannot grant. All parties in a claim before the Board must bear their own costs and attorneys' fees, except in cases where a party engages in bad-faith conduct during the course of the proceeding. 17 U.S.C. §§ 1506(e)(3), (y)(2). Costs incurred before a claim is filed are not a basis for relief in a Board proceeding. The respondent has not exhibited any bad-faith conduct during the course of these proceedings to date, as he has not yet participated in the proceedings at all.

In addition, the Board cannot enhance damages awards based on willfulness and cannot consider willfulness when making an award of statutory damages. 17 U.S.C. § 1504(e)(1)(A)(ii)(III). Therefore, requests that the Board consider the respondent's alleged willful infringement when determining statutory damages are improper.

Finally, the Board cannot award relief for identity misappropriation or damages based on reputational harm or other injuries that do not arise from copyright infringement. The Board can grant relief only from activity that is found to be infringing. 17 U.S.C. §§ 1504(e)(1)(A) & 1504(e)(2)(A)(i).

If you file amended claims, you should omit requests for costs and attorneys' fees, references to willfulness or the respondent's alleged bad-faith conduct as a basis for relief, requests for relief based on reputational harm or identity misappropriation, and any other relief that the Board is not authorized to award. 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 provide only 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