Ms Helen WALTERS - v - IDEASGREATEST LLC

DECLARATION OF HELEN WALTERS

I, Helen Walters, declare as follows:

1. I am over the age of 18 years old. I have personal knowledge of all matters stated herein, and if called as a witness, I could and would competently testify thereto.
2. This statement should be read in conjunction with the 'Evidence List' as throughout this statement, I will make reference to relevant documentary evidence I have collated and rely upon. The thirty six (36) items of evidence are listed alphabetically from '**Document A**' to '**Document AJ**'.
3. I am the Claimant and Copyright holder in this matter.
4. I hold worldwide Copyright and distribution rights to the use of this poem.
5. I am the Director of Shmuncki, a greetings card company operating from the United Kingdom.
6. I retain Copyrights to all of the poems I create as part of my work.
7. I do not allow third parties to use my poems; without a signed contract and the payment of a licensing fee providing.
8. The minimum term for which I allow my poem to be used, is via licence for a 12 month period.

9. This claim relates to a poem entitled "***You held me close***". The poem reads:

"*You held me close when times were tough,*

Been by my side, when life got rough.

Praised my gains, embraced my flaws,

Back my side, despite the cause.

Forever constant, always there,

Sometimes firm, but always fair.

You are my rock, my inspiration,

Gave my life its strong foundation.

Ever loving, patient, kind,

And listen with an open mind.

You mean the world for all you do,

I love you Mum for being you."

10. I am the sole author and created the poem in the United Kingdom in 2016 and as such hold the rights to its distribution.

I first sold the poem on a print via an independent platform, Etsy.com, on 24th January 2017. ***Document A*.**

11. I provide proof of longevity through sales and independent reviews of this particular poem. ***Document B*.**

12. On 8th March 2023 I protected the poem/work via 'Protectmywork.com'. ***Document C.***

13. Since 24th January 2017 I have used the same poem on alternative greeting cards, prints and gifts sold for other family relatives (such as father, grandmother etc). I have sold the poem on greetings cards, prints and other products worldwide since that time. ***Documents D and E.***

14. Since 2016, I have sold my products on various websites, including: Shmuncki.com, Etsy.com and Amazon.com. ***Documents F, G and H.***

15. I license my work for a fee, which I determine by usage type, duration of use and the website/publication it will be used in/for.

16. An example of this; on 30th March 2023, I charged a company £1,500 ($2008 approx.) for a twelve-month commercial license, which included exclusivity to the use of just one of my poems and with restrictions and specific jurisdictions. I can provide the name of this company if the Copyrights Claims Board requires it. ***Document AJ.***

17. On 22nd January 2024 I discovered my poem on a blanket being sold on the Respondent's site 'https://.interestpod.co'. The Respondent was infringing my Copyright.

18. I made immediate enquiries via the internet and established the Respondent in this case is a company called 'IdeasGreatest LLC'.

19. The registered Associated Agent was listed: 'North West Registered Agent Service, Inc'. This is who I later served with intention of legal proceeding. ***Documents I, J and K.***

20. The product listed on the Respondent's website had the following description, "*This design can also be an awesome present for Grandparent Day, Parent Day gift, Birthday, Happy New Year, Christmas gifts, Mother's Day gifts, Father's Day Gifts".* The listing also advertised six different sizes, "*Small, Medium Large (standard), Small, Medium, Large (Premium)*". This indicated to me the Respondent was selling my poem, on their blankets in a multitude of versions. ***Document V***.

21. I took screenshots of the listed item, displaying my poem. ***Documents U and V*.**

22. I did take a screenshot of another blanket, bearing a different poem; where the font, layout, colour and style all resembled the blanket exhibiting my poem sold by the Respondent. This blanket was showing for sale in six sizes (Standard - small, medium and large Standard and Premium - small, medium and large), with a price range between $39.95 and $84.95. ***Document W.***

23. I quickly worked out; if the blankets were sold with just **nine** variations of relatives (*Mom, Mum, Mummy, Grandmother, Grandma, Dad, Daddy, Grandfather and Grandad*), each for **four** different events (*Birthday, Mother's/Father's Day, Christmas and New Year*), in **six** different sizes, then there were potentially 216 product variations in how the Respondent may be able to sell my poem on *just* their blankets.

24. I could see from the listing, customers purchasing the Respondent's product had offered positive reviews, based on my poem. It was abundantly evident the Respondent has been actively using my poem to enhance the sale of their product; as without the poem, the blanket would undoubtedly be worth significantly less. ***Document X.***

25. The Respondent would have been able to gain access to my poem via one of the selling platforms I use. Alternatively, the Respondent could have accessed my poem from various US websites and via search engines from other companies that are also in breach my Copyright.

26. I could see the Respondent sells many different items on their internet site, 'https://.interestpod.co', such as mugs, canvas's, prints, blankets.

The item of concern in this case, displaying my poem, is a blanket. The poem the Respondent has reproduced on the blanket is *identical* to the poem written by me in 2016; exact and unedited, save for the word '***Mom***' being used instead of the UK derivative '***Mum***'. ***Document U***.

27. I confirm I have no business relationship, nor have I ever had any form of relationship with the Respondent to this claim. I have never had any direct or indirect communication with the Respondent in any way whatsoever; prior to discovery of this Copyright infringement and engaging with the US Copyright Claims Board process. I confirm the Respondent does not have a licence or any specific permission, written or otherwise, to use my poem for any purpose.

28. During my research enquiries I identified several other US companies that were breaching my poem Copyright. I found those companies were selling exactly the same blanket as the Respondent in this case as well as other products bearing my poem; using the same artwork, font and poem.

29. Relevant examples of the online companies I found breaching my Copyright and the subsequent actions I have taken against them are:

- An online company called 'Pofily', were advertising a blanket for sale bearing my poem. I challenged 'Pofily' via a DMCA Takedown notice issued by Amazon Web Services (AWS), dated 7th March 2024. 'Pofily' did not contest the notice and the takedown was upheld. 'Pofily' have not re-listed the item since. ***Documents L and M.***

- An online company called ‘Duinend’, were advertising multiple products for sale bearing my poem. I challenged ‘Duinend’ directly, who immediately removed all relevant listings and have not re-listed the items since. ***Documents N and O.***
- An online company called ‘AZHobbieshop’, were advertising a blanket for sale bearing my poem, using exactly the same artwork as IdeasGreatest LLC. ‘AZHobbieshop’ were challenged by Ms Walters via Shopify, who issued a DMCA takedown notice, removing the listing. ‘AZHobbieshop’ have not re-listed the items since. ***Documents P, Q and R.***
- An online company called ‘Muchnee’, were advertising a wooden ornament for sale bearing my poem. I challenged ‘Muchnee’ via Amazon.com, who issued a DMCA takedown notice, removing the listing. ‘Muchnee’ have not re-listed the item since. ‘Muchnee’ have emailed me directly three times apologising for illegally using my poem on their product. ***Documents S and T.***

30. On 22nd January 2024, I filed a DMCA ‘Takedown’ notice with Shopify, the Respondent’s website host. Shopify removed the Respondent’s product listings from the site, noting their support of the protection of my intellectual property and thanking me for making them aware of the Respondent’s Copyright infringement. ***Document Y.***

31. On 9th February 2024, a person by the name of ‘Cuong Nguyen Ich’, the Respondent from ‘https://.interestpod.co’, filed a counter notice and made a sworn statement *under the penalty of perjury* that their content and listing had been removed as a result of a mistake or misunderstanding. ***Document Z.***

32. This clearly demonstrated to me the Respondent’s knowledge and understanding of my complaint of their infringement of my poem. It also signified to me the dishonest intention of the Respondent.

33. I was made aware that in order for Shopify to remove the infringing material long term, they required a claim to be filed with the US courts.

I was previously unaware there was a facility to protect further my work in the USA and that my work would be required to be Copyrighted in the USA prior to me being able to file of case of Copyright infringement with the United States Copyright Claims Board.

On 24th January 2024 I further protected my work against plural versions of my poem ("*Our" instead of "My"*), with 'protectmywork.com'. ***Document AA.***

34. All my poems protected through 'protectmywork.com' come with the following information:

'*Copyright is an automatic right under international law and it can last up to 70 years after your death, but you will have to prove that you are the original creator and the date it was created. We witness the ownership of your work, making this easy.*

Registering your work with us, immediately generates a digital certificate with a unique reference number and the date it was registered providing independent, credible proof of your copyright under the Copyright, Designs and Patents Act 1988'

UK AND GLOBAL COPYRIGHT PROTECTION

We have subscribers from all over the world. Copyright protection is international, across 179 countries, including the following:……'

The certificate listed 179 countries including UK, US and Vietnam.

35. On 26th January 2024, I obtained a US Copyright protection for the poem. ***Document AB.***

36. The US Copyright certificate I obtained acknowledged creation of my poem/work in 2016 and date of first publication of the poem on 24th January 2017.

37. I was also previously unaware that in order to register a claim with the US Copyright Claims Board, I had to find a verifiable service address within the United States of America.

38. As such, on 9th February 2024 I began researching 'https://.interestpod.co'. I established the Respondent first began trading as 'https://.interestpod.co' in 2021. ***Document Item AI.***

39. I used 'Opencorporates.com' to ascertain an 'Associated Agent' in the United States of America, that being: 'North West Registered Agent Service, Inc'.

40. My enquiries revealed the US address for 'https://.interestpod.co' to be: [redacted] MO 63640; however this address is just a mailing house.

41. The address provided by the Respondent on the 'counter notice' to the DMCA was: [redacted] Hoang Mai, Ha Noi, 10000, Vietnam. This differed to that shown on 'https://.interestpod.co' of [redacted] Hai Ba Trung District, Ha Noi, Vietnam. ***Document AH.***

42. During my research I identified that 'https://interestpod.co' was part of another US registered Limited Liability Company - namely 'IdeasGreatest LLC'.

43. When I typed the word 'InterestPodaz' into the Google search engine, the search bar redirected to 'www.ideasgreatest.com'. The layout of the website, font and picture used and items being sold, were all fundamentally similar to that of 'https://interestpod.co', with *practically identical* 'About Us' information. ***Document AC***.

44. On 30th September 2024, I could not find any further online presence of a website 'www.ideasgreatest.com'.

45. I have established 'IdeasGreatest' is now trading on two websites: 'https://interestpod.co and 'www.interestpod.com'.

46. 'www.interestpod.com' now lists its contact details as 'hello@ideasgreatest.com' and refer to its customer service team as 'Interestpodaz'. ***Document AD.***

47. I discovered that both sites ('https://interestpod.co and 'www.interestpod.com') have the same 'InterestPod' logo and the same contact information/addresses at the bottom of the 'About Us' section of their websites - in the 'Get in Touch' section. ***Documents AE, AF, AG and AH.***

48. I believe it relevant to point out; since 'IdeasGreatest LLC' were served with notice of Copyright infringement, they have removed that internet site and reopened in 'www.interestpod.com'. This would indicate a deliberate intent to hide their illegal business of Copyright infringement of my poem and frustrate these proceedings.

49. I believe there is a strong indication and likelihood, prior to removal of the listing of my poem, it was being sold on blankets in a multitude of versions on 'https://interestpod.co' and potentially 'www.ideasgreatest.com' (now www.interestpod.com).

50. I also believe, on the balance of probabilities, my poem was potentially used on other products, across both sites, such as mugs, canvas's and prints. However to establish that I would have had to have trawled through thousands of images manually, one-by-one – as neither site allowed for a particular descriptive search function (i.e. 'poem' as a search term) to be used to expedite that process.

51. On 9th February 2024, I filed a case with the United States Copyright Claims Board, having satisfied their requirements for onward service of the claim.

52. The use of my poem on the Respondent's blankets devalues my brand significantly. Since I created this poem, I have been careful to use the poem on quality, high-end products and materials. When the poem is copied, I have no control over the quality of the product or customer service.

Any unauthorised individual usage and illegal copying of my poem can create a direct negative reflection upon me, my company and my brand.

53. The value of the poem is in its originality; therefore when the poem is widely available, it devalues the products I sell.

54. In the absence of information being provided by the Respondent and without any specific information of how long or how many sites they have been selling their product bearing my poem, it is largely impossible to determine how much profit the Respondent would have made from the use of my poem.

55. I have established the price of one blanket being sold by the Respondent since 2021 was between **$39.95 and $84.95**.

56. Working on the assumption the Respondent sold one blanket per week (from a multitude of at least 216 varieties of blankets sold), at the cheapest price of $39.95, they would have made in excess of **$8,300** since 2021. I was unable to establish if my product was sold on other products sold by the Respondent such as mugs, canvas's and prints.

57. If the Respondent would have purchased a licence each year for four years (2021, 2022, 2023 and 2024), this would have cost the Respondent in excess of **$8,032**.

58. On that basis, and in line with these proceedings type, I would seek to recover maximum statutory damages of $5,000.

59. The website, 'https://interestpod.co', states it began trading in 2021; that is the website I found my poem being illegally used. This was some five years *after* I first sold this poem on 24th January 2017. I believe this substantially proves, on the balance of probabilities, the Respondent could not have written the poem subject to Copyright infringement in this case.

60. The blankets being sold by the Respondent are commonplace online. The only differentiating factor which makes them more attractive to purchase, at such an inflated price, is my poem.

61. I believe the profit margin the Respondent has benefitted from has undoubtedly been greatly enhanced by the use of my poem.

62. I believe I have demonstrated, on the balance of probabilities, the constituent elements of my poem *in its entirety*, have been unlawfully used by the Respondent without my direct permission or implied permission, for their own financial gain.

63. I believe I have demonstrated the Respondent's actions have been intentional and not merely an 'oversight' as may be asserted in these proceedings.

64. Having to engage in this process has been incredibly time-consuming, costly and ultimately stressful. To complete the process to the current day has taken me away from my business for seven complete days. I have had to; research the Respondent's company, complete 'Zoom' conference calls with the Copyright Claims Board, understanding procedural processes from reading the handbook and associated CCB documentation, prepare my testimonies, before gathering and collating my evidence for disclosure. I would like these important facts to be given due consideration by the Copyright Claims Board when adjudicating this case and deciding damages.

65. If any of the factual information provided by me is to be contested, then within the confines of the Copyright Claims Board adjudication process, I would reserve the right to request a hearing.

I certify under the penalty of perjury and under the laws of the United States that the foregoing is true and correct to the best of my knowledge and belief.

Helen Walters **3rd October 2024**