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REQUEST TO AMEND COMPLAINT

I. Introduction and Request to Amend

Pursuant to 37 C.F.R. § 222.7(c), I, Tara Mapes, respectfully request to amend my pending Copyright Claims Board (CCB) complaint against Amazon.com, Inc. to include additional facts and occurrences that have arisen since the original filing.

This amendment details three separate infringements of my registered photograph *Iris Bliss* (Reg. No. VA0002449231), outlines Amazon's repeated failures to comply with the Digital Millennium Copyright Act (DMCA), and supports my request for the maximum statutory damages available under the CCB's jurisdiction.

II. Description of Infringement

<u>First Marketplace Infringement</u>

Beginning on August 13, 2025, I submitted a valid DMCA takedown notice through Amazon's online portal (Complaint ID 18285703141). Amazon rejected it on August 15, 2025, asserting that "the description did not match."
That rejection blocked any response—contrary to the DMCA's requirement that service providers maintain a functional communication process. I was forced to locate alternate contact methods and send multiple follow-ups in addition to using the official form.

Between August 15–20, 2025, I resubmitted notices (Complaint IDs 18304492361 and 18314536931). Amazon again rejected them using the same false rationale. After escalation, Amazon finally acknowledged receipt on August 22 2025 through its designated IP team and Executive Customer Relations.

On August 23, Amazon confirmed removal of one infringing listing (Complaint ID 18329520791), and on August 24 confirmed a second removal (Complaint ID 18314574161)—both more than ten days after my first valid notice. Only after persistent escalation did Amazon comply.

<u>Second Marketplace Infringement</u>

On September 11, 2025, the same seller again used *Iris Bliss* on Amazon's Spanish marketplace (Complaint ID 18461784391). I reported the infringement exactly as previously instructed. Amazon's representative contradicted earlier directions, telling me to refile through the portal, and the IP team sent an incorrect counter-notice template unrelated to my claim.

I submitted two additional DMCA notices containing all six statutory elements and good-faith statements. Amazon failed to remove the listings or provide any substantive response.
After further follow-up, I was told that removal had been "requested," yet the listings remained.

On September 18 2025, I sent a formal notice to Amazon executives (Case ID 18565452921) demanding mitigation by October 2 2025. Ten days passed without action.

On September 28, I reiterated my notice; Amazon replied that it was forwarding my message to its CEO. On September 29, Amazon claimed the issue was being reviewed by a "special team" (Case ID 18571075511).

On September 30, that team directed me to refile using the same broken IP form. Later that day, Amazon stated that it "does not compensate for third-party seller infringement."
I reminded Amazon that under 17 U.S.C. § 512(c), safe-harbor protection applies only when a provider expeditiously removes or disables access to infringing content upon valid notice. By failing to act and leaving the content live, Amazon forfeited that protection.

<u>Third Marketplace Infringement</u>

On October 10, 2025, I discovered the same seller again using *Iris Bliss* on a new product listing (Complaint ID 18630991931)

I filed another DMCA notice containing all required elements. On October 11, Amazon again rejected it, repeating the false claim that "the copyrighted content did not match."
I sent a follow-up through the valid case channel. Amazon responded that it would not review my email.

I then sent a second notice stating that legal proceedings were already pending and demanded removal. Amazon refused to respond or remove the listing.

As of this filing, the infringing listing remains active, marking the third instance of infringement by the same seller that Amazon has failed to correct.

III. DMCA Compliance and Violations (CCB-Amended Version)

Each of my DMCA notices included all six statutory elements required under 17 U.S.C. § 512(c)(3)(A):

1. **Identification of the copyrighted work (*Iris Bliss*, Reg. No. VA0002449231);**
2. **Identification of the infringing material (specific ASINs and URLs);**
3. **Description of the infringing use and material to be removed;**
4. **My full contact information;**
5. **A good-faith statement that the use was unauthorized; and**
6. **A valid electronic signature.**

Under § 512(c)(1)(C), Amazon was legally required to "expeditiously remove or disable access" to the infringing material upon receiving such notice. Instead, Amazon systematically rejected my valid and complete notices, falsely claiming "the description did not match," blocked response channels, and redirected me to non-functional online forms.

While the CCB does not issue independent rulings on DMCA procedural violations, Amazon's conduct demonstrates a pattern of non-compliance with the statute's core obligations, including:

- **§ 512(c)(1)(C) — Failure to act expeditiously to remove or disable access to infringing material after receiving valid notice.**
- **§ 512(i)(1)(A) — Failure to adopt and reasonably implement a policy for terminating repeat infringers.**

These two provisions are directly relevant to this proceeding because Amazon's failure to remove infringing content and its continued hosting of repeated infringements support a finding of ongoing copyright infringement and justify the maximum statutory damages available to the claimant.

Additional sections of the DMCA further illustrate Amazon's disregard for its obligations:

- **§ 512(g)(2)(A) — Amazon did not allow clarification or follow-up when rejecting my notices, instead maintaining infringing material without offering any opportunity to resolve errors.**
- **§ 512(m) — Amazon misused its internal processes and "automated" systems in bad faith to avoid compliance, rejecting notices rather than evaluating them in accordance with statutory duties.**

Although the CCB cannot enforce those latter provisions independently, they show Amazon's systemic bad faith and deliberate obstruction of the DMCA's intended function—evidence that directly supports a finding of ongoing infringement and entitlement to the maximum award.

Courts have consistently held that a provider loses its safe-harbor protection when it ignores or rejects substantially compliant notices or fails to act on known infringements:

- ***ALS Scan, Inc. v. RemarQ Communities, Inc.*, 239 F.3d 619 (4th Cir. 2001) — A provider must act upon "reasonably sufficient" information; trivial errors do not justify rejection.**
- ***Capitol Records, LLC v. Vimeo, LLC*, 826 F.3d 78 (2d Cir. 2016) — Safe harbor is lost when a provider ignores clear infringement after receiving notice.**
- ***BMG Rights Mgmt. (US) LLC v. Cox Commc'ns, Inc.*, 881 F.3d 293 (4th Cir. 2018) — Rejecting or mishandling notices and failing to terminate repeat infringers voids safe-harbor protection.**

By repeatedly rejecting valid notices, blocking communication, and leaving infringing material online, Amazon forfeited any claim to safe-harbor protection under § 512(c) and bears full responsibility for the continued infringement of my registered work.

IV. Harm Suffered

Amazon's conduct caused harm within the CCB's jurisdiction:

- **Lost licensing revenue: Unauthorized use deprived me of legitimate licensing income.**
- **Unjust enrichment: Amazon profited from product sales featuring my image.**

- **Loss of control: Repeated unauthorized displays undermined my exclusive rights.**
- **Ongoing exploitation: Multiple listings remained live despite notice.**

These repeated violations forced me to expend significant time and resources monitoring Amazon's platform and enforcing my rights.

V. Relief Requested

I seek statutory damages for infringement of *Iris Bliss* (Reg. No. VA0002449231) in the amount of $15,000, the maximum permitted by the CCB for a registered work.

Amazon received multiple valid notices yet failed to act as required by 17 U.S.C. § 512(c). Its repeated rejections and delays allowed infringing content to remain public for weeks.
Given these facts and the case law establishing that service providers must act promptly upon valid notice (*Viacom v. YouTube*, 676 F.3d 19 (2d Cir. 2012); *Urban v. YouTube*, 2008 WL 4104203 (N.D. Cal.)), the maximum award is warranted.

VI. Certification

I, Tara Mapes, certify under penalty of perjury that the information contained in this amended complaint is true and correct to the best of my knowledge and is submitted in good faith.

/s/ Tara Mapes