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COPYRIGHT CLAIMS BOARD
DOCKET NO. 24-CCB-0256
Electronically Filed

Jasmine D. Andrews
CLAIMANT AND COUNTERCLAIM-RESPONDENT
And

Wyomme Pariss
RESPONDENT AND COUNTER CLAIMANT

Respondent's Answer to Claimant's Statement

NOW COMES, Respondent/COUNTER CLAIMANT, Wyomme Pariss, by her attorney and states as follows:

1. Claimant initiated this case claiming Respondent misrepresented her ownership in a take down notice wherein Respondent claimed Claimant's film was infringing Respondent's work.
2. Respondent created, and registered the work "Then Sings My Soul" as a Stage Play in 2014 and performed the work as early as 2015. (Ex. 1 and 2)
3. Respondent registered the work "Then Sings My Soul" as a Screen Play in 2022. (Ex. 3)
4. Copyright registration confers rights to a copyright owner, by U.S. copyright law, namely the rights to reproduce, prepare derivative works, distribute copies, perform the work, and display the work. (17 U.S. Code § 106). Claimant does not have any rights to Respondent's works.
5. Claimant admits Claimant's film is at least a derivative work, if not a copy of Respondent's Screen Play, and thereby at least a derivative work, if not a copy of Respondent's Stage Play. (Ex. 4 Claimant's Statement, Pg. 2, Ln 1-3)
6. Respondent did not misrepresent her ownership interest in the film in her takedown notice.

The Virginia Case

7. Claimant raises the Hampton General District Court of Virginia case which has no bearing on the present case as the present ECCB case is about Federal Copyright infringement by Claimant

and Misrepresentation by Respondent.

8. The Virginia Case is a state court case that is based on a false statement by Claimant that Respondent gave permission to Claimant to use the registered work.
9. Claimant misled the Hampton General District Court of Virginia claiming she had an agreement to produce the film.
10. Claimant did not have permission to copy, produce, distribute or make a derivative work of Respondent's copyrighted work.
11. Claimant has produced no evidence of Respondent giving authorization to anyone to use the copyrighted work.
12. In July 2022, Respondent learned of the covert production of a film based on her work. She demanded Claimant cease production as an infringement of her copyright rights.
13. Claimant claimed to incur expenses by her illegal infringing of Respondent's copyright.
14. Damages are not available for illegally infringing the copyright of anther.
15. Claimant asserts in her Statement that she falsely testified to the Virginia court that her registration was proof of liability by Respondent for Claimant's expenses in infringing Respondent's copyright.
16. The Virginia court heard a contract claim and does not grant Claimant any rights in the Respondent's copyrights.
17. The Virginia court does not reference copyright rights at all.
18. The Virginia case has no bearing on this matter.

<u>Creation And Protection Of The Screen Play "The Sings My Soul"</u>

19. Respondent hired Claimant to perform a 'Work for Hire' to create a derivative work of the registered Stage Play to a Screen Play per the attached Writer's Agreement. This work was performed and the Claimant was paid for her work. The Writer's Agreement gives all rights and ownership of the Screen Play to Respondent. (EX. 5)
20. Respondent registered the Screen Play in the Copyright Office in 2022 as PAu-4-120-937. (Ex. 2)

21. Respondent owns all rights to the Screen Play titled “Then Sings My Soul”.

22. Claimant had access to the Stage play titled “Then Sings my Soul”, owned by Respondent, as it was used to create the work for hire of the Stage Play.

23. Claimant had access to the Screen play titled “Then Sings my Soul”, owned by Respondent, as Claimant created the Screen Play as a derivative work of the Stage Play.

24. Claimant admits she produced a film titled “Then Sings My Soul” based entirely on Respondent’s Screen Play in the first sentence of her Statement of Claimant. (Ex. 4)

25. The film is a derivative work of the copyrighted Stage Play “Then Sings my Soul”, owned by Respondent.

26. The film is a derivative work of the copyrighted Screen Play “Then Sings my Soul”, owned by Respondent.

27. Claimant did not have permission to copy, produce, distribute or make a derivative work of Respondent’s copyrighted Screen Play.

28. Claimant did not have permission to copy, produce, distribute or make a derivative work of Respondent’s copyrighted Stage Play, beyond the scope of the Writer’s Agreement. The Writer’s Agreement grants ‘first right of refusal’ to produce a film to Claimant. The Writer’s Agreement does not grant a right to produce a film to anyone. (Ex. 5)

29. Respondent did not initiate the making of the film. Claimant’s ‘first right of refusal’ is only relevant if the film is to be made. Once a decision to make the film is complete, the “first right of refusal” would allow Claimant to decide if she is willing and able to produce the film under the conditions dictated by Respondent.

30. The Movie Production Agreement establishes a budget and timeline for a film based on Respondent’s copyrighted work. The Movie Production Agreement does not grant a right to copy, produce, distribute or make a derivative work of anything.

31. Here, Claimant does not have permission to use Respondent’s copyrighted work in the Screen Play.

32. Here, Claimant does not have permission to use Respondent’s copyrighted work in the Stage Play.

33. Respondent did not misrepresent in her takedown notice when she asserted that Claimant infringed Respondent's rights by copying her Screen Play without authorization.

34. Respondent did not misrepresent in her takedown notice when she asserted that Claimant infringed Respondent's rights by copying her Stage Play without authorization.

35. Respondent did not misrepresent in her takedown notice when she asserted that Claimant infringed Respondent's rights by producing a film using her Screen Play without permission.

36. Respondent did not misrepresent in her takedown notice when she asserted Claimant infringed Respondent's rights by making a derivative work based on Respondent's Screen Play without authorization.

37. Respondent did not misrepresent in her takedown notice when she asserted Claimant infringed Respondent's rights by making a derivative work based on Respondent's Stage Play without authorization.

38. Respondent did not misrepresent in her takedown notice when she asserted Claimant infringed Respondent's rights by displaying a film based on Respondent's Screen Play without permission.

39. Respondent did not misrepresent her rights in the film when demanding that the film not be distributed because she is the rightful owner with copyright registration of the work.

40. Respondent did not misrepresent her rights in the film when demanding that the film not be created because she is the rightful owner of the registered Screen Play.

41. Respondent did not misrepresent her rights in the film when demanding that the film not be created as a derivative work because she is the rightful owner of the registered Stage Play.

42. Respondent did not misrepresent her rights in the film when demanding that the copyrighted work not be copied into a film because she is the rightful owner, with copyright registration, of both of the works.

43. Respondent did not misrepresent her rights in the film when demanding that the film not be performed because she is the rightful owner, with copyright registration both, of the works.

44. Claimant admits she infringed Respondent's works while by spending money that belonged to her and sponsors.

45. Spending money to illegally make a film is not proof of misrepresentation of ownership by Respondent, however, claiming to spend money to illegally make a film is an acknowledgment of her infringement.

Claimant's Copyright Registration

46. Claimant asserts she has a copyright related to the film. As evidence, she produces the registration certificate PAu 4-169-263 dated Jan 10, 2023, wherein she expressly disclaims the script and screen play. (Ex. 7) The Copyright grants her ownership of something referred to as: "production as a motion picture." The registration does not confer any copy, production, distribution, display or permission to make a derivative work rights to any screen play, registered or not.

47. At the time of the take down notice, Respondent knew Claimant had access to the copyrighted work, had made a derivative work without permission and had distributed, produced or performed the derivative work in violation of Respondent's copyright rights, and Respondent did not misrepresent Claimant's violation of those rights.

48. At the time of the take down notice Respondent did not misrepresent her rights in the copyrighted Screen Play in asserting Claimant was infringing her copyright rights in the Screen Play.

49. At the time of the take down notice Respondent did not misrepresent that her rights in the copyrighted Stage Play in asserting Claimant was infringing her copyright rights in the Stage Play.

50. The assertion of rights in the Screen Play as a result of Fraud on The Court in Virginia is clearly an indication of bad faith by Claimant.

51. The allegation of misrepresentation in this case based on assertion of a copyright registration that disclaims any right to the screen play is an indication of bad faith by Claimant.

Wherefore, Respondent requests the board order the maximum statutory damage award by the Board as:

1. $15,000 in damages for infringing Respondent's copyright in the Stage Play for making a derivative work without authorization;

2. $15,000 in damages for infringing Respondent's copyright in the Screen Play for making a

derivative work without authorization.

3. As a direct and proximate result of Claimant's infringement, Respondent has been harmed and elects to recover the statutory damage award as determined by the Board.
4. Attorney's fees for bad faith by Claimant in bringing Misrepresentation claim against Respondent for the purpose of harassment, without a reasonable basis in law or fact.

Respectfully submitted,



_____

Petitioner, James D Palmatier

Verification

I, James D. Palmatier, affirm under penalty of perjury that I am the Petitioner in the foregoing Petition and that all statements in this Petition are accurate to the best of my knowledge. I have filed this Petition in good faith and have not colluded with anyone in relation to it.



11/6/2025

Petitioner's Signature Date

PO Box 231.
Itasca, IL 60143

CERTIFICATE AND AFFIDAVIT OF DELIVERY (PERSONALLY, FAX OR BY MAIL)

The undersigned hereby certifies under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109, that the above notice and any attached pleadings were [x] by email before 5:00 pm on November 6, 2025 and [] placed in the U.S. Mail at Rochelle, IL, with first class postage prepaid, and directed to the parties at the addresses set forth above.



_____

Signature
Print Name: James D. Palmatier_

Proof of Delivery

I hereby certify that on Thursday, November 06, 2025, I provided a true and correct copy of the Counter Claimant Answer to the following:

Jasmine D Andrews, represented by Jasmine D Andrews, served via ESERVICE at sulliedbride@gmail.com

Signed: /s/ James D Palmatier