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**BEFORE THE COPYRIGHT CLAIMS BOARD**

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| JASMINE D. ANDREWS<br>Claimant and<br>Counterclaim-Respondent, | ) | |
| v. | ) | Docket No. 24-CCB-0256 |
| WYOMME PARISS<br>Respondent and<br>Counterclaimant. | ) | |

Before a discussion of the facts of the case and their application to the law, the Claimant notes that the parties to this CCB claim are the same parties to a case heard in 2024 in the Hampton General District Court of Virginia involving the same fact pattern and underlying contracts. (Evidence #05, 06, 07, and 08).[1] The facts of this case were originally brought before the Hampton General District Court by the Claimant on February 14, 2024 (Evidence #05). The Respondent then followed with additional filings before the Hampton General District Court on April 17, 2024; May 1, 2024; and September 18, 2024. (Evidence #06, 07, and 08.) All proceedings in Virginia are now concluded since it is well beyond the 30-day limit for any further appeal to a Virginia Court of Appeals. (Virginia § 8.01-675.3).

The Claimant also notes that the parties to this case are also the same parties to a claim involving the same fact pattern and underlying contracts that was filed before the CCB by the Respondent on August 22, 2024 which was dismissed without prejudice on November 25, 2024. (*Pariss v. Andrews*, 24-CCB-0245).

[1] These documents were previously uploaded *en bloc* to eCCB for this case as Case Document #20, entitled "State of Virginia Trial Documents".

## Statement of Claimant, Jasmine Andrews

Claimant has been involved in a film project related to Then Sings My Soul for over four years since the signing of the Writer's Agreement (Evidence #01) and has invested tens of thousands of dollars of her own funds. (Evidence #05) With a passion for the message of the Respondent's story, Claimant first developed a screenplay for a minimal payment of $250 from the Respondent to develop a film adaption of Then Sings My Soul, based upon a signed contract with the Respondent dated August 31, 2021. (Paragraph #1 of Evidence #01). The Writer's Agreement gave the Claimant first right of refusal to produce a film based upon the screenplay. (Paragraph #2 of Evidence #01). Production of the film under the direction of the Claimant began in the Hampton Virginia area in 2022.

Subsequent to the start of production, Respondent and Claimant had a falling out over creative differences. The Respondent sought to terminate the film production in July 2022 at which point the parties had a disagreement over the appropriate cancellation amount that was due as a result of the termination. To recover her unpaid financial losses from the canceled production, Claimant brought an action before the Hampton General District Court. Claimant was then awarded $25,000 plus costs and interest on February 14, 2024. (Evidence #05). Claimant was unable to claim / receive more than this amount since it was the maximum award amount permitted to be awarded in General District Court at the time. Respondent attempted to reopen the case with another filing before that Court on March 6, 2024. (Evidence #06). That appeal was heard on April 17, 2024 and was denied. (Evidence #07). In the meantime, Claimant continued distribution of the film through FilmHub in an attempt to recover the costs of production.

In June 2024, despite knowing of the judgement of the Hampton General District Court, Respondent submitted a notice and takedown claim to FilmHub for the Claimant's production of Then Sings My Soul. This occurred despite the Claimant having a valid registration certificate from the U.S. Copyright Office and the knowledge of the initial three decisions of the Hampton General District Court. (Evidence #03, 05, 06, and 07). As a result of this notice, FilmHub removed the work from their service and have refused to reinstate the work to their platform ever since. This has left Claimant unable to recover the damages awarded to her by the Virginia court.

## Multiple Case Discussion

As a result of the General District Court case, this current CCB claim potentially raises:

1. *Res judicata* issues,
2. Collateral estoppel issues, and
3. Overlapping jurisdictional matters with the State of Virginia.

Since the Virginia case resulted in a default judgement and the CCB claim 24-CCB-0245 was dismissed without prejudice, *res judicata* is not applicable in this matter. However, Virginia law holds that collateral estoppel still applies. In TransDulles Ctr., Inc. v. Sharma, the Virginia Supreme Court held "Virginia law does not support a blanket exemption from the application of collateral estoppel in the case of a default judgment." TransDulles Ctr., Inc. v. Sharma, 252 Va. 20, 472 S.E.2d 274 (1996) at 23. In this landlord tenant case, the Court further held that "the tenant's personal liability was essential to the district court judgment." *Ibid* at 24. Claimant believes that having a valid copyright in Then Sings My Soul would have been necessary for the Hampton General District Court in her favor in the initial decision and/or any of the three appeals. In fact, the Respondent listed the copyright issue herself in her first and final filings so even the Hampton General District Court was aware of them before its rulings. (Evidence #06

and 08). The Respondent obviously knew she lost those appeals. Claimant believes that as a matter of collateral estoppel, the actions of the Hampton General District Court validate her copyright ownership of the film production of Then Sings My Soul since it was an essential matter taken into consideration by the Hampton General District Court's in its repeated judgments for the Claimant.

Claimant also notes that the financial judgement awarded to her by the Hampton General District Court remains unpaid by the Respondent. Since her initial attempt to terminate the contract, Claimant believes that the Respondent has tried "to have her cake and eat it too" by stopping the distribution of the film through misrepresentation of copyright ownership while refusing to pay any of the amount awarded by the Hampton General District Court.

**Request for Misrepresentation Damages**

At the time of the takedown notice in Evidence #09 and 10, the Respondent knew of the following:

- There was a valid contract between her and the Claimant concerning the production of s film based upon the script that Claimant wrote (Evidence #02 and 04)
- The parties were in a disagreement over how much was owed to the Claimant for making the film (Evidence #05, 06, 07, and 08)
- The Hampton General District Court had awarded $25,000 plus costs and interest to the Claimant for film production costs (Evidence #05) and rejected two separate appeals by the Respondent after that – *the third appeal came after the notice* (Evidence #06 and 07)
- The Claimant had a copyright registration for the film (Evidence #03)

The 512(f) misrepresentation test is that someone "knowingly materially misrepresent[ed] under this section … that material or activity is infringing". Since a fair use defense is not a consideration in this dispute, the "good faith belief" test established by *Rossi v. Motion Picture Ass'n of America* is most relevant test, rather than *Lenz v. Universal Music Corp*. *Rossi v. Motion Picture Ass'n of America*, 391 F. 3d 1000 - Court of Appeals, (9th Circuit 2004) and *Lenz v. Universal Music Corp.,* 815 F.3d 1145, 1151 (9th Cir. 2016). Prior to the Hampton General District Court's initial appeal decision, the Respondent may have genuinely believed that her perspective of the dispute was the correct one. However, she noted the copyright issues in her initial appeal to the Hampton General District Court which were then denied by the Court. (Page 1 of Evidence #06) Client believes that under the collateral estoppel doctrine the Claimant's copyright determined by the Hampton General District Court should be maintained by the CCB. Claimant further believes that the Respondent should have taken additional steps before filing a takedown notice with any service provider after that ruling including possibly consulting with qualified counsel. The Claimant believes that the good faith belief test was not met as a result since the takedown request was filed after the first appeal.

**Damages Due to the Misrepresentation**

The record shows a history of $4195.76 of revenue generated by the film. (Evidence #11 and 12) Absent the takedown request, the film would have generated additional revenue during its continued distribution through FilmHub. Although it is impossible to determine with precision how much additional revenue would have been earned though continued distribution, Claimant urges the CCB to use the initial $4195.76 revenue amount as a starting point for calculating damages for the misrepresentation.

**No Costs or Attorneys' Fees Sought**

The Claimant does not allege any bad faith by the Respondent. As such, the Claimant does not seek reimbursement of the $100 CCB filing fee or attorneys' fees in this matter. In addition, after the claim was initially filed *pro se* at the CCB by the Claimant on this matter, the claimant began to be represented on a *pro bono* basis by the Arts and Entertainment Advocacy Clinic of the Antonin Scalia Law School at George Mason University through the law firm of Keeley Law and Policy, PLLC.

Respectfully Submitted,



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Counsel for Claimant and Counterclaim Respondent

# Proof of Delivery

I hereby certify that on Monday, September 22, 2025, I provided a true and correct copy of the Claimant Statement to the following:

Wyomme Pariss, represented by Wyomme Pariss, served via MANUALEEMAIL

Signed: /s/ Matthew J Keeley

# Proof of Delivery

I hereby certify that on Thursday, November 06, 2025, I provided a true and correct copy of the Ex 4 Andrews Claimant Party Statement 24-CCB-0256 to the following:

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

Signed: /s/ James D Palmatier