Electronically Filed
Docket: 24-CCB-0256
Filing Date: 11/06/2025 08:43:03 PM EST

BEFORE THE COPYRIGHT CLAIMS BOARD

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

CLAIMANT'S RESPONSE TO RESPONDENT'S COUNTERCLAIM

The Respondent and Counterclaimant allege three counts in their complaint before the CCB:

1. Direct infringement of the screen play copyright,
2. Infringement of the stage play copyright, and
3. Bad faith conduct by the Claimant Andrews.

Before turning to a response to the three counts, the Claimant and Counterclaim Respondent notes the presence of an arbitration clause in Paragraph 15 of the Movie Production Agreement. which states:

> Any disputes that may arise between Client and Producer regarding the terms of this Agreement will be submitted to final and binding arbitration in accordance with the applicable state statutes. The arbitrator's award will be final and binding on the parties, and judgement may be entered on it by a court of competent jurisdiction. (*Evidence #02)*

The Claimant and Counterclaim Respondent has <u>not</u> agreed to waive her rights to arbitration.

Impact of the Arbitration Clause in the Movie Production Agreement

Pursuant to Federal Arbitration Act codified at 9 U.S.C. §2, "…a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of

such contract or transaction … shall be valid, irrevocable, and enforceable ....” Pursuant to 9 U.S.C. §3, “If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement.”

At a minimum, the Claimant and Counterclaim Respondent asks for a stay in this proceeding such that the Respondent and Counterclaimant can properly bring this dispute to arbitration. Respondent will suffer no prejudice. Claimant is aware that in the *Figueroa-Quintana v. Page Publishing* case (25-CCB-0011), the CCB has already recognized the unsuitability of hearing a claim containing an arbitration clause. The Claimant and Counterclaim Respondent would not object to an outright dismissal, in lieu of a stay, for the counterclaims for which arbitration is required since the legislation that created the CCB does not explicitly address this scenario.

In contrast, the Claimant believes that the original misrepresentation claim by the Claimant over a §512 notice remains outside the scope of the arbitration clause contained within in the Movie Production Agreement since that dispute is not “the terms of the agreement”, but are instead over whether or not the parties have complied with the requirements of §512. Alternatively, the Claimant recognizes that the CCB may choose instead to dismiss all claims in 24-CCB-0256 based upon the arbitration clause.

In the unlikely event that the CCB does not recognize the validity and applicability of the arbitration clause, the Claimant's alternative response to each of the alleged counts follows.

Alternative Response to Alleged Count 1 - Direct infringement of the screen play copyright

Paragraph #2 of the Writer's Agreement gave the Claimant and Counterclaim-Respondent a right of first refusal to produce a film which she exercised. (*Evidence #01*) As noted in the Claimant and Counterclaim-Respondent's initial filing, there was a falling out between the parties once movie production began. Despite the Movie Production Agreement requiring reimbursement of expenses upon cancellation, the Respondent and Counterclaimant has yet to pay any amount of the expenses incurred by Ms. Andrews, not even a penny. This cancellation and repayment dispute then became the subject of a series of cases before the Hampton, Virginia General District Court in 2024. *(Case Docket #20 or Evidence #05 through #08 - collectively, these are the same documents that are split up in the Evidence submissions to make them easier to review.)*

Respondent has attempted to benefit from the existence of a cancellation clause to the detriment of Ms. Andrews' right of first refusal by not meeting its basic terms of reimbursement about which a Virginia Court has already ruled against Ms. Pariss. The CCB should not be used to avoid a valid judgement in State court.

Alternative Response to Alleged Count 2 - Infringement of the stage play copyright

Count 2 is an impermissible counterclaim since it does not meet the test of 17 U.S.C. §1504(c)(4)(B) which only allows counterclaims that:

> (i) arise[s] under section 106 or section 512(f) and out of the same transaction or occurrence that is the subject of a claim of infringement brought under paragraph (1), a

claim of noninfringement brought under paragraph (2), or a claim of misrepresentation brought under paragraph (3); or

(ii) arise[s] under an agreement pertaining to the same transaction or occurrence that is the subject of a claim of infringement brought under paragraph (1), if the agreement could affect the relief awarded to the claimant.

Unlike the screen play copyright, the stage play copyright has nothing to do with the §512 notice that the Claimant sent to FilmHub. Ms. Andrews submitted the §512 notice based upon her Copyright Registration PAU004169263 which as a motion picture registration was based upon the screen play that Andrews was the author of. (Evidence #03) The screen play is no doubt very similar to the stage play since Paragraph 1(a) of the Writer's Agreement requires that "Writer will adapt the outline of the stage-play according to the attached documents into a screenplay". (Evidence #01)

However, no matter how similar a screenplay based upon a stage-play are to each other, such similarity does not make them arise "out of the same transaction or occurrence ... that is a subject of a claim of misrepresentation brought under paragraph (3)" or "arises under an agreement pertaining to the same transaction or occurrence that is the subject of a claim of infringement brought under paragraph (1), if the agreement could affect the relief awarded to the claimant." They are separate matters from two separate transactions of the Writers Agreement dated August 31, 2021 and the Movie Production Agreement dated July 11, 2022. (Evidence #01 and #02)

Alternative Response to Alleged Count 3 - Bad faith conduct by Andrews

It is clear that the parties dislike each other and this is a personal issue for both of them. Rather than develop a competing list of bad faith claims, the Claimant and Counterclaim Respondent simply notes for the record that the Respondent has not only chosen not to recognize the existence of the arbitration clause in the Movie Production Agreement, but has yet to pay any of the court ordered award.

In closing, 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,



Matthew J. Keeley
KEELEY LAW AND POLICY PLLC
2 Massachusetts Ave, NE, #1022
Washington, DC 20002
(202) 949-4222
joe@keeleylaw.org
Counsel for Claimant and Counterclaim Respondent

Proof of Delivery

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

Wyomme Pariss, represented by Wyomme Pariss, served via MANUALEEMAIL

Signed: /s/ Matthew J Keeley