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COPYRIGHT CLAIMS BOARD

CCB STANDARD WRITTEN QUESTIONS ("INTERROGATORIES")

Interrogatories to Be Answered by Parties Asserting Infringement

During the **discovery** stage of a Copyright Claims Board (CCB) proceeding, the CCB directs participants to exchange—with each other but not the CCB—(1) answers to a standard set of questions issued by the CCB ("standard interrogatories") and (2) documents identified in a set of standardized document requests issued by the CCB ("document requests"). **Each party must respond to the requests truthfully and provide the requested documents over which they have control.**

This information concerns the CCB's standard set of Interrogatories. The questions themselves, *as well as a certification you must sign*, can be found after the rules described below. **Provide answers to these questions to the other party(ies) if you are asserting copyright infringement in a CCB proceeding**, whether you are raising an infringement *claim* or *counterclaim*, or you are responding to a claim or counterclaim for a declaration of noninfringement.

The questions and certifications follow the background information. You may use the fillable fields provided or type your answers in a separate document.

General Rules for Interrogatories

In a legal proceeding, each side has information and knowledge important to the case. When parties present their positions and evidence to the CCB, neither side should be surprised at what they are seeing or hearing. Therefore, the CCB has developed standard questions ("interrogatories") that each party must answer and then serve their answers on the other parties by the deadline set by the CCB in their case.

Answering Interrogatories and Updating Your Answers

Respond to each interrogatory separately and completely. Each answer must be as complete and straightforward as the information reasonably available to you permits, including information possessed by your attorneys, employees, or other agents. If you cannot answer any interrogatory in full, respond as fully as possible, explain why you cannot answer the rest, and state whatever information you have about the unanswered portion.

You have an obligation to update your interrogatory answers throughout this proceeding. If you discover or learn new or updated information that changes any of your answers, you must serve updated answers to the other parties as soon as practical.

How to Produce Your Interrogatory Answers to the Other Parties

Unless the parties agree to other terms in writing (or something different is ordered by the CCB):

- You may use the standard interrogatory form created by the CCB or you may separately type out each interrogatory and then type your answer below each interrogatory.
- You must produce your interrogatory answers by email, unless for some unlikely reason, their size and format makes such service reasonably possible. If that unlikely event occurs, confer with the other parties to agree to other arrangements, and if the parties cannot agree to other arrangements, send the interrogatory answers by U.S. first class or priority mail.

Whenever you answer interrogatories, you must certify that your answers are truthful and complete to the best of your knowledge. That certification will be on the CCB's standard form. If you are not using the CCB's standard form, you must copy the CCB standard interrogatory certification at the bottom of your interrogatory answers.

To Whom You Should Produce Interrogatory Answers

Your production is effective (it counts) when you send it unless you learn that it did not reach the other party.

- If the party is **represented by a lawyer or other authorized represented,** you must send the answers to that lawyer or representative.
- If the party is **self-represented,** you must send the answers directly to that party.

Use the email address provided to you by the other party or representative. If none has been provided, use the email address provided in the claim, response, or in their eCCB user information, as provided by the CCB, unless the CCB orders you to serve the party directly. Interrogatory answers should generally be provided by email unless the parties have agreed on another arrangement or the size or format of what is being sent makes that not practical.

Any interrogatory answers and other responses to any other discovery requests **shall not be filed with the CCB at this time**. You should only file a party's interrogatory answer or documents produced in discovery as part of *written testimony*, as needed as attachments to your other filings, or otherwise ordered by the CCB.

Confidential Communications

Any confidential communications with your legal counsel (including a lawyer, in-house counsel, or authorized law school representative) reflecting or seeking legal advice about the merits of the

proceeding or other legal issue are considered **privileged** communications, which means that you do not have to provide your lawyer's legal advice as part of your answer to an interrogatory, although you must note if you are withholding such information as privileged in case the other party/parties dispute that the information is privileged.

Preserving Materials and Updating Your Answers

You must preserve all material relevant and significant to your case. Do not destroy or dispose of documents or other materials related to your claim or defense against a claim. This is true throughout the CCB proceeding. If you answer an interrogatory **and then you find new information or realize you made a mistake, you must send updated answers to the other parties as soon as practical**.

Discovery Sanctions

If you do not comply with the discovery requests, the other party may raise the issue with the CCB. If the CCB orders you to comply but you remain noncompliant, it may ultimately impose **sanctions** on you. Those sanctions may include the CCB adopting an **adverse inference** against you about the facts related to the discovery you should have produced. The CCB may also consider any discovery sanctions as it considers awarding attorney's fees and costs against you as part of a final determination. You can avoid these concerns by producing everything that is required, including answering interrogatories truthfully and completely to the best of your knowledge.

Interrogatories that Must Be Answered by a Party Asserting Infringement

You must answer the following interrogatories and send the other party(ies) your answers by the deadline set by the CCB in the scheduling order. You may use this form to enter your answers (and may attach additional well-labeled pages as needed). If you would rather type out the answers in a separate document, you can do so by copying the questions and certification exactly, and typing your answers under each question. **In these Interrogatories, "your work" is defined as all of your works that you have alleged have been infringed in this proceeding**. Be as detailed as you can in answering each of these interrogatories:

1. Give the full name of each person you plan to use in the proceeding as a **witness**. Include their phone number, mailing address, and email address, if you know it. Include a brief description of the topics on which they may give a witness statement in this proceeding.

Alexandra Fishman, JD: Claimant. Phone: (301) 437-1025. Email: alexandra.fishman.jd@gmail.com. Topics: The circumstances surrounding the claim, including the creation of the work, communications with the respondent, the respondent's use of the work, and the harm suffered as a result of the infringement.
Daniel Underwood: Phone: (704) 244-0244. Email: daniel.underwood13@gmail.com. Topics: The same as Alexandra Fishman. He can also provide a deposition on the privileged spousal communications regarding the photos to avoid revealing other sensitive, legally protected information.
Possibly a Professional Photographers: Full names and contact information are currently unknown but will be produced once they are confirmed as formal witnesses. Topics: Professional industry standards.
SmugMug Representative: Full name and contact information are currently unknown. Respondent may have this information from their discussion with them. Topics: Gallery access logs and data to verify how many people viewed or downloaded the photograph in question.
Matthew Priddle: Photographer. Topic: His role in the photography and videography for the elopement and his involvement in the editing process.

2. Name any other person who may have important information related to the claims, counterclaims, or defenses in the proceeding. Include their phone number, mailing address, and email address, if you know it.

Mr. Cedric Rainey, Esq.: Email: cedric@craineylaw.com. Topics: His role as the initial legal representative for the respondent and his firm's response to the demand letter.

3. Is any agreement or other relationship between the parties relevant to the claim? If yes, describe the agreement or other relationship.

The respondent believes that a "Wedding Photography & Videography Agreement" dated March 22, 2024, is relevant. I as the claimant do not believe such is relevant to the copyright claim for any reason other than her trying to claim it is. The contract was for two events, on June 12, 2024, and December 12, 2024, and covers the terms for services, payment, and intellectual property.

4. Are you aware of any relevant document that exists or once existed, that is **responsive** to a **request for the production of documents**, but that is not in your possession? If yes, for each such document, provide a summary of its contents and, if it was once in your possession, explain when and why it was disposed, destroyed, lost, or otherwise became unavailable.

Yes. I am not in possession of the following documents:
-All raw and edited photographs from the June 12, 2024 elopement that were not the subject of the copyright infringement claim. The respondent is withholding these in discovery.
-Complete documentation, data, or logs detailing all unique URLs and IP addresses that accessed the gallery, which the respondent has refused to produce.
-Some professional statements from other photographers, as some were sent via emails that I no longer have access to due to a timeout from my undergraduate and law school email accounts. I will produce what I have available.
-Commission offers respondent referenced are typically automatically deleted from my spam folder every 30 days, but I will check for any more recent offers I may still have.

5. Describe the process of the creation of your work, including:

a. Who conceived of the work, and on what date?

The photograph was conceived and created by myself, Alexandra Fishman the claimant. The photograph was produced with only myself and my husband present in our hotel room during a private memorial service on June 13, 2024 which is the day after the June 12, 2024 elopement. The work was intended as a memorial for Daniel ' s late brother.

b. Who created the work, and on what date?

Alexandra Fishman created the photograph with her own cell phone camera on June 13, 2024. This work was created during a private memorial service in my and my husband ' s hotel room and was not part of any wedding activities.

c. If it is a joint work, identify each joint author (including their phone number, mailing address, and email address, if you know it) and describe what each joint author contributed to your work?

The work is not a joint work as defined by the CCB. However, Daniel Underwood collaborated on its conception as it was for a memorial for his brother.

6. Describe your ownership of the copyright for your work, including:

a. Are there any co-owners of your work? If yes, identify each co-owner (including their phone number, mailing address, and email address, if you know it).

No, I am the sole owner.

b. If you did not create your work, describe how you came to own the copyright? For example, did you obtain the rights by other means, such as an assignment, a **work made for hire** agreement or as the result of the death of the owner of the work? If so, state who was involved in the assignment, work for hire agreement, or transfer by inheritance and describe your basis for believing you have the rights in the work (including the dates, parties and terms of any relevant agreement).

I created the photograph; therefore, I am the original owner of the copyright.

c. Do you own all the copyright rights in the entire work? If no, identify the copyright rights or the part of the work you own and state whether any of the work is in the **public domain**.

Yes, I own all copyright rights in the entire work, and it is not in the public domain.

7. If your work is a ***derivative work***, identify the elements of your work that previously existed elsewhere and who owns the preexisting elements, and describe your rights to use those preexisting elements.

The work is not a derivative work. However, the respondent's edited versions of the photograph, which she created and distributed, are unauthorized derivative works of my original photograph. The respondent had no rights or permission to create these derivatives.

8. Has your work been published? If yes, when and where was it first published?

Yes. The respondent published my photograph to an online gallery on SmugMug on July 26, 2024.

9. Describe your efforts to register your work and any communications with the U.S. Copyright Office regarding your application for registration, and state whether anyone else attempted to register your work with the U.S. Copyright Office, and if so, who?

The photograph has been submitted to the U.S. Copyright Office and is now registered. The respondent was aware of the registration and my original CCB filing over the photograph.

10. Describe how you believe the allegedly infringing party gained **access** to the work that you claim is infringed.

I sent the photograph to the respondent via text message to show her an important detail (the belt) that we wanted included in the December wedding pictures. The text message stated, "we forgot to ask you to capture it so we took pics of it the next day at the hotel. But we'd much prefer them included in the detail pics in December with everything else!". Detail pics are pictures of all your wedding items the photographer takes from you to take pictures of in a flatlay or other pretty setting while you ' re getting ready or doing other wedding activities. It ' s the pictures of your wedding they take without human subjects.

11. State the basis for your belief that the other party's/parties' activities infringed your work, including in detail in what ways the other party's/parties' allegedly infringing work are substantially similar to the portions of your work covered by copyright.

The respondent infringed on my copyright by:
-Creating unauthorized derivative works by editing the photograph and creating multiple versions in different formats, including black and white, without my consent.
-Distributing and displaying the photograph in an online gallery, claiming ownership, and offering it for sale without my permission.

12. Describe when and how you discovered the activities of the party that you claim infringed the work and state whether you assert that the infringement is continuing. If you believe the infringement is continuing, please describe where and how it is continuing.

I discovered the infringement on July 26, 2024, when the respondent provided access to the gallery containing my photograph. The infringement is not continuing, as the respondent removed the photograph on August 3, 2025.

13. Describe any **harm** you have suffered as a result of the infringement of your work.

The unauthorized edits "destroyed the quality of the image" and made it "look horrible". The infringement was particularly hurtful and disrespectful because the photograph was part of a memorial project for my husband's deceased brother.

14. If you request damages, provide a calculation of the damages that resulted from the infringement you claim, to the extent you know it. You may also indicate the type of damages (either **actual damages** plus any additional infringer's **profits** resulting from the infringement, or statutory damages), and the amount sought. For example, you may state what you would normally charge as a license fee and the basis for that number, or the basis for your belief that the infringer gained profits as a result of the infringement.

I am requesting statutory damages. The respondent's actions were a "willful copyright infringement" as she knowingly committed an act she prohibits in her own contract. As such, I could be awarded up to $15,000 for each claim of infringement, and the respondent is fully and exclusively liable for this amount.

15. Have you ever given a license or permission for your work that you claim was infringed to be used by others? If yes, describe the license(s) or permission(s) including a description of how the person or entity was allowed to use the work and how much, if anything, they paid you (in any form) for use of your work.

No, I haven ' t. Additionally, I did not give a license or permission to the respondent to edit or claim ownership of the photograph. The only communication was to ask that the item be "included" in the December album, not to edit it, claim ownership of it, or use my photograph in the June gallery. Additionally, her December contract was terminated before she ever had a chance to make a December gallery.

16. Describe any attempts you made, before bringing the claim, to make the infringement stop or be "mitigated" (made less severe). Include in this answer a description of any communications you sent to the other party(ies) or anyone else, and any takedown notices sent to online service providers.

I sent a detailed "Letter of Demand" to the respondent on July 31, 2024, outlining the infringement and requesting specific actions to resolve the matter.

17. To the extent you are aware of any defenses claimed by the other party's/parties', describe, separately for each defense, why you believe their defenses are not valid.

—Implied License/Ownership: The respondent claims that my text message granted an implied license or transferred ownership. This defense is not valid because my communication was a request to have the item " included" in a future album and not the photo. Even if that was misunderstood, the text message did not grant permission for editing, distribution, or ownership. The print release that the respondent provided to me explicitly prohibits the "alteration of images for display," which shows her awareness of the law against editing and claiming ownership of another artist's work without permission.

—Innocent Infringement: The respondent's claim of innocent infringement is not valid. The respondent is a professional photographer with a contract that shows she is aware of copyright law and the prohibition against editing. Her actions of posting the photo, editing the photo, claiming ownership of it, and offering it for sale demonstrate a willful and intentional disregard for my rights as the copyright holder.

—Contractual Scope and Limitations The respondent's claim that her defenses are covered by the wedding contract is invalid. The contract outlines services provided by the photographer for events on specific dates, June 12, 2024 and December 12, 2024. The photograph in question was taken by me on a different date and with my own equipment in a hotel where she wasn ' t present and during an unrelated memorial service. Therefore, the contract does not cover this specific work. Additionally, even if it did fall under the contract, which I disagree with completely, The contract's intellectual property clause states that the photographer will "retain copyright ownership of all photographic/videographic works under this Agreement" and that "all images/video clips are edited at his/her discretion" and that this applies only to works created by the photographer as part of the contracted services. Sending a photograph to the photographer of an item to be "included" in her own photographs she takes herself for a future album does not retroactively make it a work covered by the contract.

Certification of Discovery Responses

Please include a signed copy of this form with your discovery responses

I, Alexandra Fishman , certify that the enclosed material is accurate, complete, and truthful to the best of my knowledge.

Alexandra Fishman

9/11/2025

Signature **Date**

Glossary

- **Access:** Reasonable opportunity to view or hear the work at issue in the claim before the alleged infringement took place.
- **Actual damages:** Money awarded based on the harm the claimant or counterclaimant suffered.
- **Adverse inference:** A negative conclusion that is drawn from silence or the failure to provide responsive information.
- **Derivative work:** A work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted.
- **Discovery:** The process by which the parties exchange information and documents relevant to the issues in the case.
- **Harm:** What the claimant has suffered or lost as a result of respondent's actions.
- **Profits:** The money that the infringer earned in profits from the unlawful use of another's work.
- **Privileged:** Any confidential communications with legal counsel reflecting or seeking legal advice about the merits of a proceeding or other legal issue.
- **Public domain:** A work of authorship not protected by copyright. The status of a creative work which, through expiration of term or failure to comply with statutory formalities, is not protected by copyright.
- **Responsive:** Documents that are requested for production in response to discovery requests.
- **Request for the production of documents:** Written requests provided by the CCB that require parties to provide documents, other information, or evidence as part of discovery in an active proceeding.
- **Sanctions:** Penalties imposed by the CCB for misconduct during proceedings.
- **Witness:** Someone with personal knowledge about factual information that is relevant to the proceeding.
- **Work for hire:** A work that has been created by an employee in the scope of their employment, or created (for certain types of works) based on a written agreement commissioning that work and stating that the work should be treated as a work made for hire.

Proof of Delivery

I hereby certify that on Monday, March 16, 2026, I provided a true and correct copy of the Res Ev F Fishman Interrogatories to the following:

Alexandra Fishman, represented by Alexandra Fishman, served via ESERVICE at afishman@alumni.unc.edu

Signed: /s/ Matthew J Keeley