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Personal Statement of Riley-Payton Priddle

Alexandra Fishman v. Bella Lumière Photography, et al.

25-CCB-0006

About Bella Lumière Photography and Riley-Payton Priddle

I have been a wedding and portrait photographer since 2012. Photography became my fulltime career in 2019. My work mainly consists of travel weddings typically lasting 10–15 hours and sunset portrait sessions for vacationers visiting our local beaches. I have photographed thousands of people through portrait sessions and weddings since starting this business, all of which have been mutually great experiences. I have had many repeat customers as a result.

In all my years, I have never had an unhappy client until Allie. My clients speak very highly of me and often refer me to others. I have never been threatened with a lawsuit or sued. I have never had a client frustrate me like Allie has. I have never had a client suck so much of my time away as Allie has. And worse yet, I have never had a client treat me the way she has. I have never been accused of the hurtful things she's accused me of. I have never had a client talk trash about me behind my back. I have never been threatened like she has. It's uncalled for and frankly behavior unbecoming of a supposed attorney. I have tried to work with her, tried to make her happy, and gone above and beyond. I am tired. I don't know what else to do to stop her bullying ways. I've been dealing with Allie for over 2 years. I have already spent many hundreds of hours to try to reason with her, clarify the contract misinterpretations, and to try to diffuse things, but to

no avail. I have been forced to spend an absurd amount of time away from my business just to defend myself against the claims that Allie has made. When will it all stop??

Clarification of Timeline of Events

Allie states in her witness statement, “Furthermore, I had terminated the Respondent’s contract for the December wedding prior to any photos being taken or albums being made, due to professional disagreements, including her suggestion that we perform illegal acts in Washington, D.C. Because the December contract was void, the Respondent had no valid reason to "hold" or "use" my photo for any future purpose.”

For clarification on the timeline of events:

1. The wedding and waterfall photos were photographed on the afternoon and evening of June 12, 2024, and the morning of June 13, 2024.
2. On June 14, 2024, a total of 42 Sneak Peek photos were delivered to Allie and Daniel via a private SmugMug gallery with private URL link and password.
3. The finished gallery of 581 photos plus the belt photo that I was asked to include in the December wedding were delivered on July 26, 2024.
4. On July 26, 2024, Allie repeatedly complained about her eye color. I offered to edit her eyes in the wedding gallery. I asked for a list of file numbers she wanted re-edited. Allie sent me her compliments yet no mention of the belt photo.
5. On July 28, 2024, I expected to receive the list of files that needed the eyes to be bluer. I received a barrage of complaints all stemming from Allie’s perception and understanding of my editing. Again, there was no mention of the belt photo.

6. On July 31, 2024, I received the Letter of Demand. This is the first mention of the belt photo and possible infringement. There is a line that states, “Just so you know, the picture you committed copyright infringement upon has already been submitted to the US copyright office and we are prepared to move forward with a copyright infringement lawsuit.” I was given 48 hours to meet their outrageous demands or “civil action fillings will be commenced.”
7. Possible copyright infringement was used as a scare tactic in the Letter of Demand. The Letter of Demand didn’t formally ask me to remove the photo; it demanded a partial refund, all RAW photograph files, all RAW videos files, copyright releases for both, and permission to edit both. They also demanded the finished videos that I was still working on in less time than the signed contract allowed me to deliver them. I never received the list of file numbers so I could edit Allie’s eyes. I was never given the opportunity to re-edit any photos that Allie complained about. I just received a bombardment of threats through the Letter of Demand that demanded things that were unjustified and not possible to provide. The bombardment continued beyond the Letter of Demand.
8. Side Note: I did re-edit two photos of Daniel that had Moiré Effect. I had missed them; I corrected them and reupload them on August 3, 2024. I am not sure if Allie even noticed the changes given the multiple threats and demands with short timelines she was making. I still tried to make Allie happy even though I felt like she was harassing me.
9. The Letter of Demand received on July 31, 2024, is the first time where there was mention of not wanting me to be the photographer for the December wedding. On

the last page, Allie states, “Additionally, for the reasons above, you will not be paid to photograph our December wedding or DC photo shoot. You have breached our contract and harmed us in many ways so any claim you had to be the vendor for December wedding is null and void. We are not okay with your behavior and lack of accountability. We are not okay with you illegally infringing on my copyright to my photographs while making a giant fuss about how we are not to edit your photographs. We are not okay with you suggesting we do illegal things in a place Allie is licensed to practice law and has professional responsibility standards to uphold. Please cancel your Kenwood reservation immediately as you are also no longer welcome to stay at Kenwood, as you are no longer a guest of a member, so please cancel your reservation within 48 hours.”

10. This was how Allie supposedly ‘cancelled’ the signed contract so I wouldn’t photograph the December wedding. I was texted the belt photo on July 17, 2024, well before the Letter of Demand was sent to me on July 31, 2024. I lightly edited the belt photo, uploaded it to their wedding gallery, and delivered it on July 26, 2024, well in advance of the Letter of Demand being received on July 31, 2024, where Allie supposedly ‘cancelled’ the December wedding.
11. I was also sent an email on August 4, 2024, providing me with the CCB case #24-CCB-0228 and told that I was being sued for infringement because I didn’t respond appropriately within 48 hours advising them of how I was going to meet their demands. According to the original and current CCB case complaints and the Letter of Demand, I needed to be taught a lesson for editing Allie’s cell phone photo, for not meeting their demands to hand over RAW files with copyright

release and editing permission, and for asking them to do something that they claim is illegal (stand in the Lincoln Memorial Reflecting Pond for photos).

Allie Inquires about Wedding Photography

After finding me in a Facebook group, Allie reached out to me through Facebook Messenger with a list of details and photographer must haves. Two must haves were to provide a "light/bright photography style (don't like darker pics)" and "full copyright release of pics". I clarified what "copyright release" meant. Allie explains, "… I am an attorney, so I just wanted to make sure we wouldn't have issues printing them at like Walgreens." I provide a print release but not a copyright release. I have never provided a copyright release to anyone ever. When I replied that I provide a print release which is what she is talking about, Allie stated, "Yeah that's what we call copyright release in law school." At the time, I thought this was bizarre, but let it go.

Allie explains that they are having two weddings, one real one on June 12, 2024, and a fake one that they will invite their parents to on Dec. 12, 2024. Side note: Allie and Daniel officially got married on April 25, 2024, so the June wedding was a fake wedding too. I found this out because Allie texted me a copy of her marriage license on May 16, 2024.

Wedding Day on June 12, 2024

On wedding days, bride and groom "details" are always photographed BEFORE the couple can get ready. Details are things like his suit, her dress, shoes, jewelry, rings, vow books, special items that they ask for, etc. I asked Allie and Daniel to put their details in one plastic tub.

That way I could grab and go, shoot it all quickly, and return everything to them so they could get ready. I do this for every couple. The same emails are sent out to every couple.

This couple was one of the most disorganized couples / wedding days I have ever photographed. Allie had to pull items from about 8-10 different tubs. It was chaos; stuff was everywhere. That mess had to be cleaned up before I could even start shooting Daniel while he was getting ready. Daniel was wearing his Abercrombie belt around his waist and didn't give it to me to shoot when I was shooting the details so, it was missed.

I personally believe this is why the belt was photographed on the fence post and 3 very similar belt photos were texted to me asking me to include them in the December wedding.

The next morning, June 13, 2024, we drove to the waterfall where I photographed Allie and Daniel in various places around and in the waterfall. All in all, I shot 5 hours across two days and didn't charge them for the extra hour of shooting time. I gifted that time because I knew how much the photos meant to Allie.

Sneak Peeks Delivered on June 14, 2024

I delivered 42 sneak peek photos on June 14, 2024. Sneak peeks are something that I provide every wedding couple within 24-48 hours of their wedding. This is when couples are most excited and most likely to share the photos that I shot for them with friends and family and on social media.

Allie gushed with excitement and joy over her sneak peek photos! Allie texted, "Awe yay we love them! Especially the mountain shots. […]" "Also the silhouette one is really cool!"

“You’re the best! […]” “[…] In the meantime I’ll just write out my ideas for your videos as I await the awesome pics to come from you! You’re awesome and I’m excited for December!” Allie continues by texting, “Also I just downloaded the pics instead of looking at them on the website and I look a lot less fluorescent white in them and they’re even more awesome so don’t worry so much about making me less white. The pics just I guess need to be fully downloaded to be seen correctly. They look perfect skin tone wise after being downloaded so don’t worry about it! Sorry I didn’t realize that it looked different on the website than the full files after downloading! I guess now you can tell people to download pics before they make comments of them because they look like completely different and more amazing once being downloaded and a lot of what people may comment on is probably only an artifact of looking at them through the lower resolution web browser. Anyway disregard my earlier skin comment. They look amazing after being downloaded. Talk soon and you’re amazing! Thank you for being so cool and awesome!”

Belt Photos and Text on July 17, 2024

On July 17, 2024, I spent roughly 4 hours working on the December wedding timeline by researching photo ideas and backdrops at specific Washington DC monuments. It’s the longest I have ever spent on a timeline. Allie, Daniel, and I jumped on a call to discuss the timeline and the need to amend the contract for additional coverage hours.

In the context of what we discussed on the phone and with me working on the December wedding timeline, I never thought that I was sent 3 of the same belt photo so I would “know what the belt looked like”. I already knew what the belt looked like. I saw it on the wedding day

when Daniel was getting dressed and I saw it around his waist while editing the photos. I read that text sent with the belt photos and interpreted it as Allie was asking me to physically add the belt photos, she had just texted me into the December wedding gallery.

I also thought I was sent 3 similar versions of the belt photo so she could show off how great she did at taking a detail photo, get compliments from me, and so I could pick the best one to include in the December wedding. I felt like she was fishing for a compliment on her belt photos like she had with all the other photos she'd sent previously in text conversations.

Delivering all Wedding Photos including the Belt Photo on July 26, 2024

Once I had finished editing the wedding photos, I needed to step away from them for a couple days. That way, when I came back to review them one last time before delivery, I would see things with a fresh, more critical eye. I do this on every wedding. I had already figured out the exact date I had to deliver the photos on per the contract using the time / date stamp on the last photo taken for this wedding, so I knew I had a couple of days to spare.

During this time, the belt photos and that text telling me to include them in the December gallery kept swirling around in my mind. Sure, I can choose the best belt photo, download that one, and upload it to her December wedding gallery like she asked; but in my mind doing that bugged me because the belt photo wouldn't match the look and the feeling of the December wedding. The background of the belt photo is a sunset mountain scene. The background of the December wedding would be a completely different look and feeling - monuments, history, architecture, no mountains, no pastel sunset. So, I listened to my gut. I downloaded one of the three belt photos (right clicked and saved the photo from my Google Voice text thread) to my

desktop. I choose the best placement for the belt photo within the June wedding gallery (mountain wedding photos) amongst their other detail photos.

When I uploaded the unedited belt photo to the gallery with the rest of my edited wedding photos, Allie's cell phone photo looked dark and dirty. She specifically said when she inquired that she didn't like dark photos; she liked light, bright editing. So, to make her photo consistent with the rest of the light, bright wedding photos, I uploaded the one belt photo to Lightroom, applied my custom preset, and exported it as a PNG and JEPG. I was sure that this would help Allie feel better about the belt being missed in the detail shots on the wedding day.

Side note: I have delivered finished portrait and wedding galleries in two image formats because of social media, printing, and other resolution needs since 2019. I have also delivered every gallery in color and in black and white since 2019. This decision stems from being asked for a color version of a black and white photo that I delivered. I didn't have that photo in color, so the client was disappointed. From then on, I have always delivered every image in color and in black and white. I know social media is big and I know that not everyone wants to purchase prints from the professional print labs that I have attached to each gallery. I hope that clients will print their photos through the professional labs because their prints will match what I edited exactly thanks to calibration done behind the scenes. The quality and look will be far superior to printing at home or the local Walmart, Target, or CVS. But those labs cost a little more than the alternatives. So, I include the PNGs for at home printing and a print release in case they choose to print them elsewhere. The JPEGs are what social media platforms will accept for posting. I try to accommodate everyone's wants and needs in how I deliver photos. PNGs are giant files that take a long time to upload to client galleries; I have considered cutting them out of my delivery process, but just as soon as I say I am going to do that, I have a client that needs them for

printing at home. So, this is my standard workflow for any wedding or portrait session that I deliver and has been since 2019. Doing this has almost completely cut out the emails from clients needing things for print or social media after I deliver photos which is a huge time saver.

I sent Allie and Daniel their private URL link and password to access their full gallery of photos in color and in black and white. Both of their names and emails were on the contract, nobody else. Therefore, they are the only two people to get the URL link and password to the finished photos. It was emailed to them both at the same time.

I have never sent a finished gallery to anyone that I am not under contract with even if Mom and Dad pay for the wedding photography. I also never contract with anyone that isn't the bride and groom even if Mom and Dad are paying for the wedding photography. The bride and groom are the only people who receive the gallery link and password because they are who I am in contract with.

After Allie and Daniel looked through the gallery of photos at the doctor's office, Allie sent me a text telling me "Omg we love the pictures! We're going to sit and look through them all later but what I've skimmed while at the doctor are amazing!" I was thrilled that she loved them. The belt photo was included in the gallery of photos delivered on July 26, 2024. All of the feedback on the wedding photos was very positive to this point. I was complimented multiple times; nothing was mentioned about the belt photo. I thought she was happy with everything.

Later that evening, I received a bizarre text from Allie asking, "Hey. Why was my eye color changed to brown in a lot of the pics? Can it be changed back to blue?" This question caught me completely sideways. First off what in the world was she talking about and second, I didn't

change her eye color. I've never done that... ever. She sent me an extremely cropped in screenshot of what she was talking about. In the industry, we call what she did 'pixel peeping'.

Viewing digital images at magnification more than 100% causes unnecessary frustration for the client and photographer. It fosters obsession over minor, usually invisible technical flaws so the artistic merit is missed. It wastes time for all parties involved. Also, it often leads to irrational dissatisfaction causing the photographer to be wrongly judged based on extreme unrealistic zoom levels rather than the final viewable output. Photos are rarely viewed or printed at more than 100% magnification. Judging an image's quality by zooming in 400%, 800%, or more ignores how it looks in print or was intended to look on screen.

I felt that Allie's text conversation about her eye color on July 26, 2024, was very argumentative. She wouldn't accept my answers. I chose my words very wisely to not offend or cause more issue than was already there. I was still under contract for a December wedding and was trying to keep the peace, solve the eye color problem at hand, and prevent any future eye color issues when I photographed her again in December. After some back and forth, I offered to go back through them and try to make her eyes appear bluer. I just needed her to send me the file numbers that she wanted me to work on. I expected to receive a list of file numbers on Sunday, July 28, 2024. It was my goal to work on them immediately so I could re-deliver them at the same time as the wedding videos that I was still editing.

At 9:45pm on Sunday, July 28, 2024, I received an extremely long Facebook Messenger text with 22 different complaints in bullet format about the photos, including the sneak peeks that she had previously said she loved many times.

My heart just sank. Despite everything I had tried to do to make Allie happy, she was still unhappy! It was obvious as I was reading the complaints that she had pulled the list of 'advanced edits' from the contract to accuse me of not applying the advanced edits that she paid for. Many of the complaints show that she doesn't understand photography, what the terminology means, and how it's applicable to an image.

NOTE: there is no mention of the belt photo. The belt photo never even crossed my mind. I only thought that Allie had an issue with my editing. I didn't even know how to respond to this super long text so, I began looking for an attorney first thing the next morning (Monday, July 29, 2024) to seek legal counsel on how to best reply.

But before I could reply to the additional complaints received Sunday evening, Allie prepared and sent me a 6 page type written single spaced Letter of Demand. This is the first time that I heard anything about the belt photo. The belt photo was delivered to them along with their other photos on July 26, 2024. Allie had plenty of opportunity to mention the belt photo during her complaints on the evenings of July 26, 2024, and July 28, 2024. She chose to wait to mention the belt photo in her Letter of Demand on July 31, 2024… she didn't ask me to take it down or question why I included it in the gallery. Nothing! She used that belt photo in her threats and to justify her demands for all RAW files, copyright release, and permission to edit.

Final Thoughts

I didn't steal Allie's cell phone photo. Allie sent the belt photo to me through text using my Google Voice work number. Texting any image through Google Voice greatly compresses the size of the image so it can be sent as a text message. Texting that photo to me changed its

resolution. So, I didn't degrade the quality from 12 megapixels to 1 megapixel by changing the color to match the other photos in the wedding gallery. That was done by Allie the second that she sent it to me in a text.

I didn't post the belt photo on my website or share it on social media claiming it was mine. I lightly edited a copy of the original photo which Allie still has, probably on her cell phone, and gave it back to her thus doing what was asked of me in the text. Granted she asked for it to be included in December's wedding, but I chose to include it in the June wedding because that's the wedding that the photo matched. No one purchased prints of the belt photo. No one purchased any prints at all from this wedding.

Daneil states, "Regarding the Respondent's claim that the gallery was "private" to only us: I have reviewed the evidence provided by the Respondent (specifically the SmugMug email logs), which indicates that approximately 10 people viewed the gallery and 3-4 people downloaded photos. This contradicts the claim that only Alexandra and I had access." The gallery URL link and its password are only provided to the people listed on the contract. This is standard practice. In this case, that's Allie and Daniel, nobody else.

I have NOT shared the private gallery and password with anyone else other than my attorney, Allie, and Daniel to date. I cannot control who Allie and Daniel shared that link and password with after they received it. Normally wedding couples send the link and password to their wedding guests. There were about 10 people at their wedding. I can only imagine that Allie and Daniel probably shared their photos with their wedding guests too. With the link and password, those guests could have downloaded photos from that gallery. All I can say is that I did NOT share it with anyone. I am bound by contract to not use any photos for any reason, so I cannot share the link and password and have not and will not.

I have been accused of trying to sell the belt photo for profit because a ‘buy’ button appeared in Allie and Daniel’s online gallery. All of my finished photo galleries are hosted through a company named SmugMug. I have a default setup that applies to every gallery at creation. It makes the gallery password protected, allows people to share photos from the gallery straight to social media, purchase prints through the professional print labs I use, hides the file numbers, and allows anyone with the link and password to download them in their high resolution format.

On August 2, 2024, I turned off the ‘buy’ button option in Allie and Daniel’s online gallery. There were 581 photos that the ‘buy’ button applied too. The belt photo was not one of those 581. It was included in the gallery along with the other 581 photos that I do own copyright to because I was asked to include it, but it was not my intention to sell the belt photo. Of course, I want clients to use those professional print labs, but selling prints isn’t how I make my income. I provide a print release so they can choose where to print their photos, if they print them at all. The ‘buy’ button was removed 2 days after I received the Letter of Demand by me, without me being asked to do so. Doing so did not diffuse the situation.

On August 3, 2024, I deleted the belt photo from their wedding gallery. I deleted all color, all black and white, all JPEG, and all PNG versions of that photo. I didn’t realize that my effort to follow through with Allie’s text message request when she sent the photos in the first place would turn into an infringement case. Feels a lot like a set up in my opinion. I chose to delete the photo even though I was never extended the courtesy of asking me to delete it before filing a lawsuit. I thought that was understood to be the first step in legally addressing infringement. With Allie claiming to be an attorney, I would have expected that she request that it be deleted before jumping to a lawsuit. She has never had an issue communicating with me before. Lord, I have hundreds of pages with thousands of texts from Allie using Facebook Messenger and

Google Voice, but this was never mentioned before it was used as a threat in the Letter of Demand. The Letter of Demand doesn't ask me to delete it. Deleting the belt photo of my own free will and choice did not diffuse the situation.

Claims of distress caused by editing the belt photo

Allie states, "Seeing this deeply personal memorial image altered and offered for commercial sale without my permission caused me significant distress." Daniel states, "I viewed the online gallery provided by the Respondent on July 26, 2024, and saw that she had posted edited versions of Alexandra's photo. Seeing a private memorial image altered and monetized without our consent was deeply disrespectful and upsetting to me and my family." Neither Allie nor Daniel mentioned anything about the belt photo to me after I delivered the photos on July 26, 2024. There was communication between Allie and me regarding her complaints, just nothing was said about the belt photo. I didn't mean for my actions to be perceived as hurtful or disrespectful. I was sincerely trying to do what I interpreted the text to mean… include the photo in the December gallery. I chose to include it in the June gallery because it matched those photos. I honestly thought that they would be thrilled to have it. Allie created a cell phone photo of the belt since it was missed on their wedding day. I made it match the rest of their gallery in the light, bright editing style that she likes and asked for when inquiring with me. If they were so upset, why didn't they say something before the Letter of Demand? I could have deleted it immediately. I thought I was being helpful. Sadly, I had to find out they weren't happy through a Letter of Demand and a CCB lawsuit. I think this could have all been avoided if they had just said something. I would have been happy to delete the edited one.

Allie still has the original of the belt photo. It hasn't been damaged. She still has the 12 megapixel, unedited darker version that I could have uploaded to the gallery in place of the edited version had she said something. That way they would have still had the belt included in the detail photos from the June wedding.

Signature: 

Name: Riley-Payton Priddle

Date: March 16, 2026

Proof of Delivery

I hereby certify that on Monday, March 16, 2026, I provided a true and correct copy of the Statement of Riley-Peyton Priddle to the following:

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

Signed: /s/ Matthew J Keeley