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BEFORE THE COPYRIGHT CLAIMS BOARD
UNITED STATES COPYRIGHT OFFICE

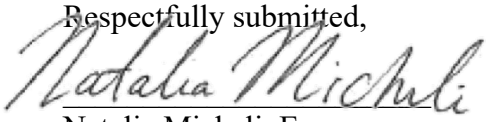
SAAD HASHMAMI,
Claimant,
v.
SHAHID ANWAR, LLC,
Respondent.

CCB Proceeding No. 24-CCB-0214

RESPONDENT'S PARTY STATEMENT

Date: May 26, 2026

Respectfully submitted,



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I. INTRODUCTION

Respondent Shahid Anwar, LLC ("Respondent") submits this Party Statement in response to Claimant Saad Hashmani's ("Claimant") claim under 17 U.S.C. § 512(f) against Respondent within the Copyright Claims Board ("CCB").[1]

It is well settled that 17 U.S.C. § 512 imposes a subjective good faith requirement upon copyright owners submitting DMCA takedown notices. The DMCA and relevant case law make clear that the threshold standard for the imposition of liability under § 512(f) is intentionally high. *See Rossi v. Motion Picture Ass'n of Am. Inc.*, 391 F.3d 1000, 1005 (9th Cir. 2004). Thus, "[a] copyright owner cannot be liable because an unknowing mistake was made, even if the copyright owner acted unreasonably in making that mistake." *Id.* Here, Claimant has failed to allege the necessary elements of a § 512(f) claim, and thus his claim should be dismissed.

II. STATEMENT OF FACTS

A. Parties

Claimant runs several social media accounts which focus on business growth, entrepreneurship, and self-improvement for predominantly Pakistani and South Asian audiences. His accounts include Instagram (@saadahashamani), TikTok (@saadhashmaniofficial), and YouTube (@Saad_hashmani). Claimant also maintained a YouTube account (@Saad Hashmani Shorts). Claimant also operates "The H University," which offers courses on Amazon branding, wholesale and cryptocurrency trading, and "Trading Papa.com," which offers courses on cryptocurrency trading and foreign exchange market trading.

[1] Claimant abandoned claims against Shahid Anwar as an individual and never joined him as a party, hence Respondent is the sole defensive party.

Respondent is a limited liability company, and its sole member is Shahid Anwar. Respondent maintains several social media accounts: YouTube (@shahidanwarllc), Instagram (@shahidanwarllc), and TikTok (@_shahidanwarllc.com). The content of its platforms revolves around business development guidance and self-improvement for predominantly Pakistani and South Asian audiences. Respondent also operates "Shahid University" which offers courses on Amazon branding and wholesale, as well as stock and cryptocurrency market trading.

B. Claimant's three videos and the subsequent DMCA actions

Claimant uploaded three short-form YouTube videos, under the titles of "He changed Gareebo," "Shahid Anwar Software Update," and "Sabky Level Niklegy," respectively, to his @Saad Hashmani Shorts YouTube account. YouTube's Content ID feature flagged the three videos as matches to content from videos uploaded onto the @shahidanwarllc YouTube account. Upon receiving this notification, Mr. Anwar reviewed and watched the flagged videos and believed that, given the similarity to Respondent's content and business, Claimant was attempting to usurp Respondent's viewer base and become a market substitute, and so fair use would not apply. He then submitted the three takedown notices. *See* Shahid Anwar Witness Statement.

Claimant filed counter notifications after receiving YouTube's notice of termination of the @Saad Hashmani Shorts account. In response, YouTube simply stated: "it's unclear to us whether you have a valid reason for filing a counter notification, so we won't be able to honor your request." Ex. 5. Without further action on YouTube, Claimant filed this CCB claim against Respondent; and attempted to also bring in Mr. Anwar individually but failed to properly do so.

III. LEGAL ARGUMENT

A. Legal Standard

The DMCA prohibits "knowingly materially misrepresent[ing] . . . [] that material or activity is infringing[.]" 17 U.S.C. § 512(f). "Service providers like YouTube may avoid copyright infringement liability for storing or hosting content if it removes or disables access to the content after receiving a takedown notice from the copyright holder that the content is infringing." *Shaffer v. Kavarnos*, No. 23-CV-10059, 2025 LX 313787, at *1, *3 (S.D.N.Y. Aug. 7, 2025). A copyright holder's takedown notice must contain, *inter alia*, statements that the (a) "complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law," and (b) information in the notification is accurate. *Id.* (quoting 17 U.S.C. § 512(c)). "Good faith belief" is "a subjective standard." *Rossi,* 391 F.3d at 1004 (rejecting "lesser 'objective reasonableness' standard" as inconsistent with Congress' apparent intent).

In *Lenz v. Universal Music Corp.*, 815 F.3d 1145, 1154 (9th Cir. 2016), the Ninth Circuit held that "if a copyright holder ignores or neglects our unequivocal holding that it must consider fair use before sending a takedown notification, it is liable for damages under [Section] 512(f)." However, the it also held that, in submitting a takedown notification, "a copyright holder need only form a subjective good faith belief that a use is not authorized." *Id.* at 1153 (citing *Rossi*, 391 F.3d at 1004). "If, . . . a copyright holder forms a subjective good faith belief the allegedly infringing material does not constitute fair use, we are in no position to dispute the copyright holder's belief even if we would have reached the opposite conclusion." *Id.* at 1154; *see Alper Auto., Inc. v. Day to Day Imps., Inc.*, No. 18-81753-CIV, 2021 U.S. Dist. LEXIS 212715, at *37 (S.D. Fla. Nov. 3, 2021); *Johnson v. New Destiny Christian Ctr. Church, Inc.*, 826 F.App'x 766, 772 (11th Cir. 2020)). Thus, "Section 512(f) establishes a high bar to liability[,]" *Shaffer*, 2025 LX 313787, at *6–7, as "a copyright holder is not liable for misrepresentation under the DMCA

if they subjectively believe the identified material infringes their copyright, even if that belief is ultimately mistaken." *Hosseinzadeh v. Klein*, 276 F.Supp.3d 34, 44 (S.D.N.Y. 2017).

B. Copyright ownership

Mr. Anwar is the individual who filmed, created, and authored the three original videos uploaded to @_shahidanwarllc.com on TikTok. Mr. Anwar is the copyright owner of the videos. He is identified as the owner in each of the three takedown notices. Exs. 1–3. He is the sole member and manager of Respondent. Mr. Anwar also uploaded the videos to YouTube (@shahidanwarllc) and Instagram (@shahidanwarllc). Each takedown notice identified the source of each video as the TikTok account under the handle @_shahidanwarllc.com. *Id.* Mr. Anwar does not maintain a personal YouTube account—the only account associated with him or Respondent is @shahidanwarllc. Respondent uses videos of Mr. Anwar, its sole member and manager, in association with, and on behalf of, Respondent.

C. Claimant has failed to show that Respondent knowingly misrepresented that the materials are infringing

"[K]nowingly means that a party actually knew, should have known if it acted with reasonable care or diligence, or would have had no substantial doubt had it been acting in good faith, that it was making misrepresentations." *Online Policy Grp. v. Diebold, Inc.*, 337 F.Supp.2d 1195, 1204 (N.D. Cal. 2004) (citing Black's Law Dictionary (8th ed. 2004) (definitions of "knowledge," in particular, "actual" and "constructive" knowledge)). Claimant has failed to present evidence that Respondent knowingly made a misrepresentation nor that he did not have the subjective good faith belief that such uses were not authorized.

At most, the evidence reflects a legitimate dispute regarding fair use, or the scope of the parties' respective rights, however such disputes do not meet the heightened standard required for a misrepresentation claim under 17 U.S.C. § 512(f).

Claimant offers no evidence that Respondent knew its statements were false at the time they were made as there is no such evidence. A knowing misrepresentation requires proof that the Respondent subjectively understood that the materials were non-infringing yet nevertheless represented otherwise. Knowing misrepresentation requires more than negligence, dual motivations, mistake, an incorrect conclusion of law, or even flaws in interpretation of facts or law.

Claimant states that "[h]ad Respondent applied the § 107 fair use factors, each favors Claimant," however, Respondent need not have formed an objectively reasonable belief that Claimant's videos infringed Respondent's copyright; rather, it need only have had a "subjective[] belie[f] the identified material infringes [its] copyright." *Hosseinzadeh*, 276 F.Supp.3d at 44; *see also White v. UMG Recordings, Inc.,* 2021 U.S. Dist. LEXIS 243464, at *1, *5 (S.D.N.Y. Dec. 21, 2021) (allegations one should have known they were making material misrepresentation are insufficient since negligence is not the standard for liability under § 512(f)).

Moreover, Claimant errs in believing *Lenz* is controlling. In *Lenz*, Universal's procedure in flagging and reporting videos on YouTube for copyrighted material explicitly excluded consideration of the fair use doctrine; in fact, Universal argued that fair use was an affirmative defense, not an authorization under the law as contemplated by the statute. 815 F.3d at 1149, 51. The Ninth Circuit disagreed with Universal's position and held "a copyright holder must consider the existence of fair use before sending a takedown notification under § 512(c)." *Id.* at 1153. This failure to make such a consideration is not the case here, nor is it materially evidenced.

At no point has Respondent alleged that it is not required to consider the fair use doctrine, and what Claimant omits in his evidence are Respondent's other interrogatory answers that do show Respondent, through its sole member—Mr. Anwar—considered fair use prior to submitting

the takedown notices. First, "[o]nce Respondent received the notification of a matching copyright video, he watches the video to confirm, which is also a necessary step in order to identify the exact time-stamp of when the video was used . . . ." Ex. 7. Respondent did so for each of the three takedown notices. *Id.* Further, Respondent provided answers such as "I understand the right use of someone's video to comment on, but in this case, the other party used my videos to defame my business and offer his services to the audience instead," and "[Claimant] came up on social media and started to disparage me to gain followers and then launched his own course and was using my videos in the beginning in his videos to shift the customer to his platform instead." Exs. 6–7. This explicitly shows that Respondent understood what the fair use commentary and criticism exceptions look like and had the good faith belief that the uses were not merely one of these exceptions, but instead for the purpose of usurping the viewership and creating a market substitute for his platforms. *Hosseinzadeh*, 276 F.Supp.3d at 43 ("[T]he fourth factor 'focus[es] on whether the secondary use usurps demand for the protected work by serving as a market substitute[.]'" (citation omitted).

Next, pursuant to the CCB's Second Order Regarding Claimant's Request for Additional Discovery, Respondent provided further answers and details to several additional interrogatories. Respondent stated that "[b]efore submitting the DMCA takedown notice, I considered the factors of fair use;" and further provided explanation to the purpose and character of the use, nature of the copyrighted work, amount and substantiality of the portion used, and effect upon the potential market. Ex. 8. Respondent also stated that, although no external person or resources were consulted, a primary concern in sending the takedown notices was copyright infringement. *Id.* Specifically, "[t]he individual uploaded my TikTok videos without authorization and used them on their YouTube channel to promote their own content and courses." *Id.*

There is no statutory or judicial requirement that a copyright holder go above and beyond in analyzing fair use by consulting legal resources, counsel, or documentation, nor is the lack of an explicit discussion of the inapplicable nature of each and every element of fair use in the takedown notice a clear indication of the lack of a fair use analysis by Respondent. In *Shaffer*, the plaintiff attempted to argue that the proffered reasons within the takedown notices indicated that defendant did not consider fair use because the notices did not include a discussion of the elements of fair use. 2025 U.S. Dist. LEXIS 153176, at *11. Although the court observed that the takedown notices did "not list the elements of fair use, this [was] not strong proof of Defendant's state of mind because '[t]he absence of evidence is not evidence of absence.'" *Id.* (quoting *In re Bystolic AntitrustLitig.*, 657 F.Supp.3d 337, 355 (S.D.N.Y. 2023)).

Given the foregoing, Claimant fails to establish that Respondent knowingly made a misrepresentation in violation of 17 U.S.C. § 512(f).

D. Claimant's argument of misidentification between Instagram and TikTok is immaterial

Claimant's argument related to Respondent's alleged "material misidentifications" of the videos, is a red herring. The videos were originally filmed and uploaded to the TikTok platform under the handle @_shahidanwarllc. The counter notifications—which were filed after the fact—identified the original videos as originating on Instagram. However, this distinction is trivial and immaterial. Where Claimant obtained the video was not apparent nor does it diminish Respondent's takedown notices. Because Respondent uploads the same videos to multiple social media platforms, but records and uploads initially on the TikTok app, Respondent's answer regarding the source of the video is accurate. Hence, this is not a misrepresentation—especially not a *knowing* misrepresentation. Furthermore, Claimant must show that any misrepresentation was "material," which means "that the misrepresentation affected [the service provider's]

response to the DMCA [takedown notices]." *Diebold, Inc.*, 337 F.Supp.2d at 1204. In *Diebold*, the court found materiality by the fact the misrepresentations "resulted in the removal of the content from websites and the initiation of the present lawsuit." *Id.* Even assuming, *arguendo*, the source identified was Instagram and not TikTok, and the CCB determines this to be a misrepresentation, it is not material. Whether the videos originate from Instagram or TikTok is immaterial, and this fact alone did not result in the removal of any content.

D. The existence of dual motivations does not preclude Respondent's fair use analysis

Claimant mistakenly argues that because Respondent's inclusion of its belief that Claimant was using its videos to defame it (as well as its sole member and manager) and to mislead potential viewers away from Respondent's videos and platforms in his interrogatory answers confirms the absence of good faith in the takedown notices. First, the co-existence of intellectual and non-intellectual property reasons does not inherently create a reality in which the takedown notices were submitted without a subjective good faith belief that the materials were infringing. In *Shaffer*, the plaintiff attempted to argue that the defendant struck the videos down because of "bullying" and not because they infringed the copyrighted works. 2025 U.S. Dist. LEXIS 153176, at *8. The court rejected this argument, however, and held that

> this circumstantial evidence requires the Court to draw too many inferences solely in Plaintiff's favor. There is no reason to think, and Plaintiff offers no support for the proposition, that the inclusion of non-intellectual property reasons for striking a video renders the invocation of intellectual property reasons less believable or irrelevant. Similarly, that Defendant was consistent in her reasons for issuing takedown notices does not establish that she did not consider fair use before so issuing.

Id. at *9–10.

Second, Respondent's concern with market substitution directly supports the fact that Respondent did indeed consider the fair use analysis prior to submitting the takedown notices. As

previously argued, the fourth factor in the fair use analysis is "the commercial impact the allegedly infringing work has or had on demand for the [original] video." *Hosseinzadeh*, 276 F.Supp.3d at 43. "The purpose of the fourth factor is to determine to what degree an allegedly infringing work 'usurps' demand for the copyrighted work, thereby resulting in a loss for the infringee or unjust enrichment for the infringer." *Id.* (citing *Campbell v. Acuff-Rose Music, Inc*., 510 U.S. 569, 592 (1994)). Respondent believed Claimant's use of the videos was not simply for commentary or criticism, but instead to shift the audience base away from Respondent's videos and platform to Claimant's. This is in fact a clear indication of Respondent's fair use analysis.

Furthermore, any use of supposed Instagram direct messages is irrelevant, because the screenshots lack any indication of the date they were sent and who the recipient of these messages was. *See* Claimant's Ex. G. Similarly to *Shaffer,* where Plaintiff pointed to a video in which Defendant stated "I told you and you've been told that if you put my intellectual property, my video, into your video, any amounts of it, I will strike it," the existence of such undated messages on Instagram does not inherently establish that Respondent failed to consider fair use prior to submitting the takedown notices. 2025 U.S. Dist. LEXIS 153176, at *6–10, *11 ("The video also does not establish that Defendant struck videos because she was ignorant of fair use or otherwise would refuse to consider fair use before issuing the takedown.").

As such, dual motivations do not prove that Respondent either did not analyze the fair use doctrine or have a subjective good faith belief that the materials were infringed.

E. Respondent's attestation

Respondent's position does not depend solely on the boilerplate attestation contained at the end of the DMCA takedown notice forms. Rather, Respondent relied on and exercised an actual evaluation of fair use before submitting the notices at issue. The sworn statement in the

notices merely reflects the conclusion reached through the analysis; it is not the exclusive basis for Respondent's good faith belief. Thus, Respondent did not mechanically issue the takedown notices based on a conclusory certification; instead, Respondent reviewed and watched the allegedly infringing material, considered whether the use could plausibly qualify as fair use, and determined that the use was not protected. *See* Exs. 6–10. Whether the conclusion ultimately proves correct is irrelevant, as Respondent had a genuine subjective belief that the complained-of uses were infringing and not authorized by law.

F. Claimant's injury does not directly flow from Respondent's takedown notices

Claimant had multiple available avenues to avoid or mitigate the termination of his account. He alleges YouTube rejected his counter notifications due to procedural insufficiencies, however, YouTube simply responded "[i]t's unclear to us whether you have a valid reason for filing a counter notification, so we won't be able to honor your request." Ex. 4. This does not necessarily indicate a procedural issue. In any event, Claimant plainly had the opportunity to resubmit a new counter notification; it appears he did not. Claimant also had the remaining option of contacting Respondent to retract the copyright removal requests; he did not do so.

Pursuant to 17 U.S.C. § 512(g)(2)(B)–(C),

> [u]pon receipt of a *valid* counter-notification, the service provider must inform the copyright holder of the counter-notification and restore the content within "not less than 10, nor more than 14, business days," unless the service provider receives notice that the copyright holder has filed a lawsuit against the user seeking to restrain the user's infringing behavior.

(Emphasis added). If Claimant had submitted a *valid* counter notification, his recourse would have been realized in a matter of days. And YouTube independently administers and enforces its own platform policies and retains sole discretion regarding account suspension and termination.

Between Claimant's own further inaction and YouTube's independent assessment and ultimate termination, Claimant's injury does not directly flow from Respondent's takedown notices.

IV. DAMAGES

Claimant's damages are not recoverable. Not only are they too speculative or duplicative, but they are also simply not available under these proceedings. Claimant first alleges he incurred a total of $7,500 in damages from time and resources in addressing the takedown notices, lost work time, and lost time creating the terminated videos. *See* Claimant's Witness Statement, ¶¶ 37–39. In addition to being duplicative in nature, he alleges he values his time at $100/hour, yet provides no basis for such a valuation and, so, the $2,500 figures for each category are speculative. Claimant relies on *Automattic* to argue he may recover damages for time and resources incurred in handling the takedown notices. However, in *Automattic*, the plaintiffs submitted supplemental declarations as to their damages. The value of the first plaintiff's time was "[b]ased on the time he spends on freelance articles and compensation he has received for such work, [which he] estimate[d] the value of that time to be $360[,]" while the other plaintiff "calculated its damages for [the] employees' lost time based on their salaries [] and a standard 2,000-hour year." 82 F.Supp.3d at 1030–31. Here, Claimant makes no real effort to justify the values he has assigned to this purported time and resources, lost work time, and lost time creating the terminated videos. Thus, such damages should not be awarded.

Claimant does not provide a valuation of his alleged lost subscriber base or reputational harm, nor an avenue for the CCB to calculate such alleged injury. *See, e.g.*, *Spinrilla, LLC v. Recording Indus. Ass'n of Am., Inc.*, No. 1:20-cv-00492, 2021 U.S. Dist. LEXIS 269506, at *8 (N.D. Ga. Jan. 13, 2021) ("Spinrilla alleges it has been forced to spend time looking into each of

the numerous takedown notices, resulting in 'lost revenue' and damage to its reputation and goodwill. These are not the types of damages recoverable under [§] 512(f)").

Lastly, the costs associated with bringing a case before the CCB and attorneys' fees are generally not recoverable at the CCB. The CCB does not permit the recovery of attorneys' fees in ordinary circumstances. "Attorneys' fees and costs are not within the range of relief that the CCB can normally award to a successful claimant or respondent." *See* https://ccb.gov/faq/. Claimant cannot transform ordinary litigation expenses into compensable damages by merely alleging them to be harm caused by Respondent. Thus, the $19,350 in attorneys' fees and $688.52 in costs associated with these proceedings are not available to Claimant.

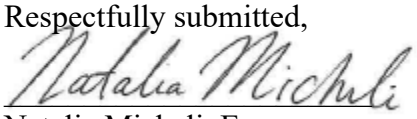
Notwithstanding the above, if the CCB ultimately reaches a disposition against Respondent—namely, a finding that Respondent knowingly and materially misrepresented that copyright infringement occurred, pursuant to the practice set forth by the CCB—Respondent is willing to declare that, if possible, it will voluntarily agree to an order retracting the takedown notices at issue.

V. CONCLUSION

Claimant fails to meet the demanding burden required to prove a knowing and material misrepresentation occurred pursuant to 17 U.S.C. § 512(f). Accordingly, Respondent requests that the CCB deny Claimant's misrepresentation claim and dismiss it with prejudice.

Date: May 26, 2026

Respectfully submitted,



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Proof of Delivery

I hereby certify that on May 26, 2026, I provided a true and accurate copy of the Respondent's Party Statement, Witness Statement, Exhibit List, and Evidence Exhibits to the following:

Kenneth N. Caldwell, Esq.
kcaldwell@caldwell-law-firm.com
Counsel for Claimant Saad Hashmani



Natalia Micheli, Esq.

Proof of Delivery

I hereby certify that on Tuesday, May 26, 2026, I provided a true and correct copy of the Respondent's Party Statement to the following:

Saad Hashmami, represented by Kenneth N Caldwell, served via ESERVICE at kcaldwell@caldwell-law-firm.com

Signed: /s/ Natalia Micheli