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UNITED STATES COPYRIGHT CLAIMS BOARD

Ben Camacho Enterprises LLC,

Claimant,

v.

Eleven Public Affairs,

Respondent.

Docket No. 25-CCB-0108

REPLY PARTY STATEMENT OF CLAIMANT BEN CAMACHO ENTERPRISES LLC

I. INTRODUCTION

Under 37 C.F.R. § 222.15(c), this reply addresses only the specific arguments and evidence in Respondent's response testimony (Docs. 64–69). Respondent asks the Board to award the statutory minimum based on four claims: that my documented licensing rate is $50 per photograph; that the $1,000 licensing fee was "created for this proceeding"; that a 2022 settlement sets the market value of the Work; and that its subscription invoices show it ordinarily pays to license content. The record—much of it Respondent's own evidence and methodology—contradicts each one.

II. THE "$50 RATE" COMES FROM BULK SALES—AND RESPONDENT'S OWN BENCHMARK CONTRADICTS IT (Responding to Resp. Stmt. § IV.A)

The $50 figure comes from two bulk sales: five photographs in one 2018 transaction (Ex. DD) and nineteen photographs in one transaction (Ex. EE). Those are volume prices for buying many images at once. They are not the price of licensing one image for a paid political advertisement. Respondent's own brief cites the benchmark of $125–$500 per image for generic stock photography in advertising (Resp. Stmt. § IV.E, citing Ex. HH). Generic, anonymous stock

starts at $125. Respondent's proposed rate for a photograph it specifically selected for a paid political campaign is $50. Respondent's own benchmark contradicts its own number by a factor of two and a half to ten.

The timing point about Ex. EE does not help Respondent. A nineteen-image wholesale sale is bulk pricing whenever it happens. What makes it the wrong comparison is the structure of the deal, not the date.

III. THE $1,000 FEE WAS PUT IN WRITING IN 2022—YEARS BEFORE THIS PROCEEDING (Responding to Resp. Stmt. § IV.B)

Respondent's core argument is that I invented the $1,000 licensing fee for this proceeding. The record says otherwise. On February 7, 2022, I invoiced NewSantaAna.com / Art Pedroza $1,000 as the license fee for this same Work, as a line item separate from the infringement penalty (Ex. V). On November 4, 2024—before this proceeding was filed—I invoiced SAPOA $1,000 as the license fee for the use at issue here, again as a separate line item (Ex. K). Two written invoices. Two different infringements. More than two years apart. The same $1,000 license fee. A figure first put in writing in February 2022 was not created for a proceeding filed years later.

The interrogatory response Respondent quotes answered a different question: whether I had advertised the fee on my website. I had not. But a rate does not have to be posted on a website to exist. It was stated in writing, in invoices, starting in 2022—and the same response laid out the demand-based reasons behind it, which Respondent's selective quotation leaves out.

The law does not require a previously advertised or previously charged rate either. Actual damages under 17 U.S.C. § 504(b) can be measured by the fair market value of the license the infringer should have bought—a hypothetical license, which by definition does not depend on a

published rate. *On Davis v. The Gap, Inc.*, 246 F.3d 152, 166–72 (2d Cir. 2001); *Wall Data Inc. v. L.A. Cnty. Sheriff's Dep't*, 447 F.3d 769, 786 (9th Cir. 2006); *Polar Bear Prods., Inc. v. Timex Corp.*, 384 F.3d 700, 708–09 (9th Cir. 2004) (the same case Respondent cites) (affirming damages based on a license fee the infringer never paid).

IV. A SETTLEMENT IS NOT A PRICE LIST—AND RESPONDENT'S OWN METHOD YIELDS $3,000–$4,500 (Responding to Resp. Stmt. §§ III, IV.C, V, VIII)

Respondent asks the Board to treat the $1,500 Pedroza settlement as "the actual market value" of the Work. A settlement is not a price list. It is what a claim compromises for after weighing the time, cost, and uncertainty of collecting—in that case, from a self-represented local blogger. The invoice in that matter was $8,000. The license fee in that invoice was $1,000. That California's small claims cap is $10,000 changes nothing: the discount reflected what collection was worth, not what the photograph was worth.

More importantly, Respondent's own methodology undercuts its own proposal. Respondent tells the Board that in photograph cases the Board takes "the claimant's documented per-photograph licensing rate" and applies "a multiplier of approximately three" (Resp. Stmt. § III). The rates documented for this Work are the $1,000 license fee invoiced in writing in 2022 and again in 2024 (Exs. V, K), and the $1,500 actually paid to resolve the last infringement of the same Work (Ex. Y). Three times those figures is $3,000 to $4,500—not $750. And that is before the Board considers what sets this case apart from the ones Respondent cites: a professional political consulting firm, working under a written contract that made procuring photography one of its duties, that made no inquiry at all before putting the Work into an $8,000 paid political product.

Respondent also says elevated awards require "strong evidence of actual licensing market value." That evidence exists here: written license invoices for this Work, a real payment resolving a prior infringement of the same Work, and two unrelated commercial actors who each independently picked this photograph for political use. Respondent's own reverse-image-search evidence makes the point—the Work was never floating around as interchangeable stock. It had to be taken.

V. SECTION 11 GIVES SAPOA THE ACCOUNTS, NOT THE ADVERTISEMENT

(Responding to Resp. Stmt. § VI)

Respondent reads Section 11 of its SAPOA contract to mean SAPOA alone is responsible for the advertisement's continued display. That is not what the provision says. The carve-out gives SAPOA the "digital assets created by ELEVEN … including but not limited to domain names, websites, email addresses, and social media accounts"—the accounts and infrastructure. The advertisement is none of those things. It is Eleven's work product, and the first sentence of the same section makes that work "the joint property of ELEVEN and Client." The infringing advertisement sitting on SAPOA's Instagram is property Respondent still co-owns. Respondent was paid $8,000 to make it.

The Board does not need to decide which statutory cap applies in order to reject Respondent's proposed award. Respondent concedes a cap of at least $7,500 applies, and the award this record supports fits well within it. But Respondent's position—that it bears no responsibility at all for the ongoing public display of an infringing work it co-owns and profited from—is itself something the Board can weigh in setting a just award, whichever cap applies.

VI. A PUBLIC DISAVOWAL IS DAMAGE CONTROL, NOT DAMAGE (Responding to Resp. Stmt. § VII)

Respondent says I "amplified" the association by posting an Instagram story about the infringement (Ex. M). The story did the opposite. It told the public the use was not authorized—that SAPOA had used my Work without permission and ignored my demand to take it down. For a journalist whose credibility depends on not being seen as working for the people he covers, saying so publicly and promptly is the fix, not the injury. Respondent's theory would punish the transparency that limits the harm.

The witness point is no better. I listed Mr. Kachirisky because, as SAPOA's president, he has firsthand knowledge of what SAPOA did with my takedown notice and invoice and what it paid Respondent. Calling a witness from the other side of a conflict is ordinary; it does not make the conflict less real. And I have not asked the Board for a separate dollar figure for reputational harm. These facts go to how serious the infringement was—something the Board weighs in setting statutory damages.

VII. RESPONDENT'S SUBSCRIPTION INVOICES PROVE THE WRONG THING (Responding to Resp. Evidence A–C and Resp. Stmt. § II)

Respondent submits three subscription invoices, certifying each as documentation of "Eleven Public Affairs's active commercial subscription" (Resp. Evidence List, Doc. 68). The documents do not show that. None is billed to Eleven Public Affairs. All three are billed to Carlos Madriles, an individual. The Storyblocks invoice carries a poor redaction: the black box does not remove the underlying text, and anyone who selects, copies, and pastes the document's contents into another file can read what is beneath it. Beneath it is the account email on the invoice: carlos@dymondmedia.com—a different domain entirely, not an Eleven Public Affairs

address. Reply Exhibits 1 and 2, submitted subject to Claimant's pending request to use evidence not previously submitted, identify that domain: Dymond Media, an audio-visual and video production company that Mr. Madriles's own public Linktree lists as a separate business of his, alongside Eleven Public Affairs, Inc. Respondent told the Board it is a California corporation; a corporation's business records would name the corporation. Nothing on the face of these invoices connects any of the three accounts to the Respondent entity. The gap between what Respondent certified these documents show and what they actually show is something the Board can weigh in deciding how much of Respondent's damages presentation to credit.

The numbers do not line up either. Mr. Madriles states under penalty of perjury that Eleven maintains subscriptions to Adobe Stock, Storyblocks, and Artlist "totaling approximately $1,100 per year" (Madriles Witness Stmt. ¶ 7). The Storyblocks invoice is $600 per year. The Artlist invoice is $479.88 per year. Together they total $1,079.88. The Adobe Stock invoice is $79.99 per month—$959.88 per year—so a total that included it would be roughly $2,000, not $1,100. The sworn figure matches only the two services that Respondent itself describes as "video footage" (Storyblocks) and "music and audio" (Artlist) in its own evidence list (Resp. Evidence List, Doc. 68)—not photography. The one photography service—Adobe Stock—is documented by a single invoice with a service term starting December 14, 2024, about six weeks after the advertisement was completed (October 21, 2024) and posted (October 27, 2024). Respondent's own exhibits and sworn figures, read together, show no photography licensing subscription in place when it took the Work.

And the bigger problem: by its own account, Respondent routinely pays to license content. That makes the choice here worse, not better. A firm that pays for licensed content understands that commercial use requires a license. No subscription could have covered the

Work anyway—it is not stock. The lawful path was the one Respondent's own client contract described: procure and license the photography. Respondent did not take it.

VIII. CONCLUSION

Respondent's proposed award rests on a bulk rate its own benchmark contradicts, an "admission" refuted by invoices dating to February 2022, a settlement discount dressed up as a market price, and personal subscription invoices that, read at face value, show no photography subscription existed when the Work was taken. Under the multiplier approach Respondent itself presented, the figures documented for this Work support an award of $3,000 to $4,500 before any weight is given to how Respondent behaved. I respectfully ask the Board to award statutory damages in an amount it considers just on the full record, together with costs under 17 U.S.C. § 505.

CERTIFICATION

I certify that this reply party statement and the reply testimony submitted with it are accurate and truthful. 37 C.F.R. § 222.15(d).

Respectfully submitted,



Ben Camacho
Owner, Ben Camacho Enterprises LLC
Claimant
Date: July 4, 2026

Proof of Delivery

I hereby certify that on Saturday, July 04, 2026, I provided a true and correct copy of the Reply Party Statement to the following:

Eleven Public Affairs, represented by Carlos Madriles, served via ESERVICE at carlos@elevenpa.com

Signed: /s/ Ben Camacho