COPYRIGHT CLAIMS BOARD

Docket number: 25-CCB-0121
August 18, 2026

Julie M Johnson	*v.*	Sambo Sampson
CLAIMANT		**RESPONDENT**

FINAL DETERMINATION

This matter has been fully submitted by the parties. For the reasons that follow, the Copyright Claims Board ("Board") finds Respondent Sambo Sampson ("Sampson" or "Respondent") liable for copyright infringement and awards Claimant Julie M. Johnson ("Johnson" or "Claimant") $1,500 in statutory damages. The Board also finds that Respondent's attorney William Wooten ("Wooten") acted in bad faith during the course of this proceeding and awards Johnson an additional $100 in costs for her filing fees in this case.

I. Procedural History

Claimant filed this smaller-claims track copyright infringement claim on April 2, 2025 ("Claim"). (Dkt. 1). On August 21, 2025, Respondent filed his response (Dkt. 15) to the Claim. For her written testimony, Claimant did not file a party statement, but she filed an evidence list (Dkt. 30) and evidence (Dkt. 25-29, 31-33). For his written testimony, Respondent just filed a position statement ("Sampson Party Statement"). (Dkt. 24).

Pursuant to 37 C.F.R. § 226.1, the Board held a Merits Conference on April 1, 2026, at which Claimant and Respondent testified. Merits Conference transcript (on file with the Board). After the Merits Conference, at the request of the Board, Johnson filed Respondent's interrogatory responses (Dkt. 34). The Board issued Proposed Findings of Fact on May 27, 2026 ("Proposed Facts"). (Dkt. 35). On June 17, 2026, Respondent filed a response (Dkt. 39) to Proposed Facts No. 11 & 12 just to the extent they implied that Sampson consummated sales of the allegedly infringed product or continued to make those sales. The case is now ready for final determination.

II. Factual History

For an understanding of the facts underlying this proceeding, the reader is referred to the Findings of Fact, attached to this determination.[1] Facts No. 11 & 12 shall be read to say that Sampson attempted to market and sell the allegedly infringing product and continued to do so after telling Johnson he would not. There is not enough evidence to determine that actual sales were consummated.

III. Legal Analysis

To succeed on a claim for copyright infringement, a claimant must establish: "(1) ownership of a valid copyright, and (2) copying of constituent elements of the work that are original." *Feist Publications, Inc. v. Rural Telephone Serv. Co., Inc.,* 499 U.S. 340, 361 (1991). As described in the Findings of Fact, Claimant owns a registered design called "Zane" ("Zane" or the "Work"), which she sells on saddle blankets. Sampson sold saddle blankets with almost exactly the same design as Claimant's Work, albeit with different colors than the Zane red-black-white combination. Sampson had seen Johnson's Zane pad design online before he began to market his allegedly infringing pads, and, in any case, his pads' designs are strikingly similar to the Work. Without permission, or a valid other defense, Sampson's actions constitute copyright infringement.

In this case, Sampson has no valid defense. He obtained the infringing designs from a third-party supplier in India, who sold him two infringing pads as part of a larger order in 2023. Sampson did not question where the supplier received the infringing design and did not ask the supplier if the work was copyrighted before he posted an image of one of the pads on Facebook and tried to sell them. Although there is no evidence of a consummated sale, Sampson continued to attempt to sell the infringing blankets even after Johnson demanded that he stop.

IV. Damages

Johnson elects statutory damages in this smaller-track case, which limits her maximum damages to $5,000. 17 U.S.C. § 1506(z).

Courts have wide discretion to award statutory damages if they fall in the statutory range. *See F.W. Woolworth Co. v. Contemporary Arts, Inc.*, 344 U.S. 228, 231-32 (1952); *Peer Int'l Corp. v. Pausa Records, Inc.*, 909 F.2d 1332, 1336-37 (9th Cir. 1990). "[T]he court's conception of what is just in the particular case, considering the nature of the

[1] All defined terms in the Findings of Fact are incorporated in this Final Determination, except as noted.

copyright, the circumstances of the infringement and the like, is made the measure of the damages to be paid. . . . Within [the statutory] limitations the court's discretion and sense of justice are controlling[.]" *L.A. Westermann Co. v. Dispatch Printing Co.*, 249 U.S. 100, 106 (1919).

In deciding the appropriate amount of statutory damages to award, courts generally seek to establish a relationship between statutory damages and actual damages. *See, e.g., Atari Interactive, Inc. v. Redbubble, Inc.*, 546 F. Supp. 3d 883, 888 (N.D. Cal. 2021) ("A statutory damages award 'must bear a plausible relationship to Plaintiff's actual damages[.]'") (citation omitted); *Clever Covers, Inc. v. Southwest Florida Storm Defense, LLC*, 554 F. Supp. 2d 1303, 1313 (M.D. Fla. 2008) (statutory damages "'are not intended to provide a plaintiff with a windfall recovery'; they should bear some relationship to the actual damages suffered") (citation omitted); *Fitzgerald Publishing Co. v. Baylor Publishing Co.,* 670 F. Supp. 1133, 1140 (E.D.N.Y. 1987) ("Undoubtedly these [statutory] damages should bear some relation to the actual damages suffered[.]"); *Seoul Broad. Sys. Int'l v. Young Min Ro,* No. 9-cv-433, 2011 WL 3207024, at *8 (E.D. Va. July 27, 2011) ("After all, 'when awarded, statutory damages should bear some relation to the actual damages suffered.'") (citation omitted); *Aberle v. GP Clubs, LLC,* No. 19-cv-1066-RP, 2020 WL 4035074, at *4 (W.D. Tex. July 17, 2020) ("while there 'need not be a direct correlation between statutory damages and actual damages,' it has generally been held that 'the statutory award should bear some relation to actual damages suffered'") (citation omitted); *Bly v. Banbury Books, Inc.,* 638 F. Supp. 983, 987 (E.D. Pa. 1986) ("numerous courts have held that assessed statutory damages should bear some relation to the actual damages suffered"). Actual damages are primarily measured by "the extent to which the market value of the copyrighted work at the time of the infringement has been injured or destroyed by the infringement." *Fitzgerald Publ'g Co. v. Baylor Publ'g Co.,* 807 F.2d 1110, 1118 (2d Cir. 1986). To secure actual damages, a claimant typically establishes impairment of market value by demonstrating lost sales or other lost profits that would have been obtained from the sale or license of the infringed work but for the respondent's infringement. *See Stevens Linen Associates v. Mastercraft Corp.,* 656 F.2d 11, 15 (2d Cir. 1981); *Baker v. Urban Outfitters, Inc.,* 254 F. Supp. 2d 346, 356 (S.D.N.Y. 2003). Such amounts should be based on a "factual basis" and not "'undue speculation.'" *Davis v. The Gap, Inc.,* 246 F.3d 152, 163 (2d Cir. 2001) (citation omitted).

Although the Board has reasons to doubt Sampson's claim that no sales of the infringing works were made, there is no evidence to definitively show a sale, meaning that no actual damages have been proven and the statutory

damages award should be close to the $750 minimum. However, the totality of the circumstances of the infringement justifies an increase from the minimum. These were not inexpensive items. Sampson offered the allegedly infringing design for prices ranging from $150 per pad for high-volume sales to $185 per pad. And, Sampson was not just using an infringement, such as for marketing purposes: he was directly selling Johnson's Work. Furthermore, deterrence is called for in this case as Sampson not only responded aggressively to Johnson's request that he stop the infringement, but he continued to try and sell the infringing blankets. Accordingly, the Board concludes that it is appropriate to raise the damages from the statutory minimum and award $1,500.

V. Respondent's Attorney William Wooten Acted in Bad Faith in This Proceeding

On May 27, 2026, the Board issued an Order to Show Cause ("OSC"; Dkt. 36) regarding conduct by Sampson's attorney Wooten. Wooten had falsely asserted, in documents filed in response to the Claim, that the record contained no evidence that Johnson communicated requests to Sampson to cease use of her design, though the Claim included multiple exhibits showing emails in which Johnson made those demands. Wooten had also falsely asserted, in submissions to the Board, including in the Sampson Party Statement, and in interrogatory responses served in discovery, that Sampson independently conceived and created the saddle blanket design. At the Merits Conference, Sampson himself wholly refuted Wooten's assertions that the design was Sampson's own. The OSC asked Wooten to show cause as to why he should not be held in bad faith for those false statements. Wooten filed a Response to the OSC ("OSC Response") (Dkt. 37) on June 9, 2026, and appeared at a June 29, 2026 conference ("OSC Conference"). Nothing in his representations at the OSC Conference and in the OSC Response provides cause why he should not be subject to sanction.

Wooten argues that the Board's standards of conduct do "not require that every factual contention prove correct" and that "denials 'reasonably based on belief or a lack of information'" are permitted. OSC Response. Bad-faith conduct before the Board includes defenses pursued "without a reasonable basis in law or fact," 37 C.F.R. § 220.1(c), and the Board finds that Wooten's false statements had no reasonable basis in law or fact.

At the time he denied that the record contained evidence of Johnson's takedown requests, the only evidence in the record was the twelve Claim exhibits, including six exhibits labeled "Email to Respondent" that specifically and clearly showed her takedown requests. Denying the existence of that evidence in the Claim, in filings responding to the Claim, was not *reasonably* based on belief or a lack of information. The OSC Response emphasized that the record

contained no "formal DMCA takedown" notices from Johnson. That point is doubly irrelevant: (1) Wooten denied the existence of *any* takedown request, not just notices that complied with the DMCA; and (2) Johnson had no reason to send Sampson a DMCA takedown because he is not an online service provider. Furthermore, Wooten's argument that he could not have misled the Board because the evidence that his statements were false was in the record, and so the Board could not be misled, is preposterous.

From the responses he filed to the Claim, through his interrogatory responses, and in the position statement filed prior to the merits conference, Wooten maintained an untenable defense that Sampson created the infringing saddle blanket design independently. Sampson himself thoroughly rebutted that defense at the Merits Conference. As evident in a Claim **exhibit** showing a 2023 email Sampson to Johnson, he had asked the supplier who sold him the pad whose design it was, so it could not have been Sampson's own. *See also* Dkt. 33 at 7. That evidence belies Wooten's contentions, in the OSC Response and at the OSC Conference, that he had no notice about that supplier until the Merits Conference and was just as surprised as the Board. Arguing against that evidence, in filings responding to the Claim and thereafter, had no reasonable basis in law or fact. Moreover, the interrogatory responses were signed by Wooten, not Sampson, and Sampson testified that he first saw them the day of the Merits Conference, months after they were served. Wooten acknowledged that the standard practice, and even his standard practice, is to have the client certify such responses, and he stated that he would have corrected it if Johnson, a *pro se* party, had brought the issue to his attention. OSC Conference transcript at 13:55-15:12 (on file with the Board). There is no basis for shifting Wooten's burden to comply with standard discovery practice to a *pro se* claimant.

The penalty for Wooten's bad faith would include an award of Johnson's attorneys' fees, but as she appeared *pro se*, the award is limited to her costs incurred in this proceeding. 37 C.F.R. § 232.3(d)(1). The only cost apparent in the record is the $100 claim filing fee, 37 C.F.R. § 201.3(g)(1), as she appears to have not had to pay for service of the claim on Sampson. (Dkt. 6.) Based on his bad-faith conduct in this proceeding, Wooten shall pay Johnson $100 within 30 days of this determination.

VI. Conclusion

The Copyright Claims Board finds Respondent Sampson liable for infringement and awards Claimant Johnson $1,500 in statutory damages. The Board also finds that attorney Wooten acted in bad faith and awards Johnson $100 in costs to be paid by Wooten.

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FINDINGS OF FACT

Based on the parties' submissions and the witness testimony at the conference, the Board finds the following facts—previously the "Proposed Findings of Fact"—as established.

1. Julie M Johnson ("Johnson" or "Claimant"), based in California, sells thick pads (also called "saddle blankets") for horses with various designs that she creates. Merits Conference Testimony ("Conference Tr.") at 4:48-4:51, 5:43-5:58, 7:14-7:29. One of the designs she created is called "Zane" (the "Work"), which was registered by the United States Copyright Office, effective as of October 14, 2023 (Reg. No. VA0002375195). Claimant Exhibit A (Dkt. 29). The date of first publication of the Work is February 15, 2022. *Id.*; Conference Tr. at 6:36-7:13.

2. Zane is a creative work, which Johnson created as a drawing and then digitized using an iPad app. Conference Tr. at 5:23-5:34. She designed the Work for one of her sponsored riders, Zane Davis, to use at a show in Las Vegas, so she laid the pattern out to resemble dice. *Id.* at 6:02-6:30.

3. Johnson sells her pads containing the Zane pattern on websites and at events, in tack stores, and through wholesalers. Conference Tr. at 7:36-8:00. She markets her pads on Instagram, Facebook, and her website legendsranchshowpads.com. *Id.* at 8:39-9:06. She sells pads containing the Zane pattern at $195 to $225 per pad. *Id.* at 9:46-10:08. The Zane pattern is her most popular pattern and she has sold more than 200 pads containing the Zane pattern in different color variations. *Id.* at 10:08-10:24. She has had about $40,000 in sales of pads containing the Zane pattern. *Id.* at 10:27-10:36.

4. Sambo Sampson ("Sampson" or "Respondent") resides in Tennessee. *Id.* at 29:59-30:03. Sampson also sells horse pads with designs ("show pads") through his sole proprietorship called Down the Rail Promotions. *Id.* at 30:06-30:31.

5. On approximately September 25, 2023, Johnson discovered that Sampson was selling saddle blankets with almost exactly the same design as Zane, albeit with different colors than the Zane red-black-white combination. *Id.* at 11:25-12:55, 14:03-15:31, 16:50-16:58; Exhibits B & C (Dkt. 28, 25); Evidence List (Dkt. 30). *See also* Exhibits E, F & G (Dkt. 26, 31, 32). Sampson had seen Johnson's Zane pad design online before he began to market his allegedly infringing pads. Interrogatory from Respondent (Dkt. 34) at Response No. 7 ("Respondent acknowledges that he saw an image of the Claimant's 'Zane' pad design on a public online source around the time he was preparing to list his own pad. Specifically, in fall 2023 (on or about late September), Respondent encountered a photograph of a saddle pad later identified as Claimant's work via social media or a Facebook group. . . . Respondent viewed this image after he had devised his own pattern, but prior to or during the process of advertising his pad.").[1]

6. Sampson obtained the allegedly infringing designs from a third-party supplier in India, who sold him two allegedly infringing pads as part of a larger order in 2023. Conference Tr. at 34:12-35:16, 43:25-44:06. Sampson did not question where the supplier received the allegedly infringing design and did not ask the supplier if the work was copyrighted before he posted an image of one of the pads on Facebook. *Id.* at 35:00-35:15. Nor did Sampson press the supplier on where they received the design after Johnson accused Sampson of infringement. *Id.* at 45:04-45:15. Sampson's interrogatory responses include assertions that Sampson "conceived and created the saddle pad design at issue on his own" and "is the sole designer of this pad." Interrogatory from Respondent at Response No. 5. However, Sampson testified that this was *not* accurate and, as noted in footnote 1, *supra* he did not fill out the interrogatory responses or review them before they were sent to Johnson. Conference Tr. at 49:53-50:15.

7. Based on the methods Johnson sold and advertised pads containing the Zane pattern, described above, Sampson and/or his third-party manufacturer had access to the Zane design before the manufacturing, marking, and selling of the allegedly infringing pads.

8. In addition, the designs sold by Sampson, as shown in Exhibits B, C, E, F, & G, are strikingly similar to Johnson's Zane design.

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[1] Sampson testified (after being questioned by the presiding Copyright Claims Officer as to why certain things he said at the Merits Conference did not line up with his interrogatory responses) that he did not fill out the interrogatory responses or review them before they were sent to Johnson, and that he had not seen them before the day of the Merits Conference. Conference Tr. at 49:53-50:15. While this is part of the reason Wooten was found to have acted in bad faith, Sampson will be held to the admissions made in his interrogatory responses.

9. Starting on approximately September 25, 2023, Johnson contacted Sampson to inform him that he was selling infringing designs. Exhibits B & C; Conference Tr. at 14:03-15:31, 16:50-16:58.

10. Sampson responded aggressively, but stated that he would take his listings of the alleged infringements down and would tell his weaver to stop making the allegedly infringing designs. Conference Tr.at 15:34-16:19; *see* Exhibit D (Dkt. 29), Exhibit H at 4.

11. While Sampson claims in his Position Statement (Dkt. 24) that there is no evidence that he ever sold or even attempted to sell or market the allegedly infringing design, there is ample evidence that he did. Exhibits B, C, E, F & G.

12. Johnson has presented credible evidence that Sampson continued to sell or attempt to sell the allegedly infringing designs even after telling Johnson he would not. On approximately March 27, 2025, Sampson again listed a saddle blanket with an allegedly infringing design for sale on Facebook, and Johnson discovered that relisting on March 31, 2025. Conference Tr. at 16:20-19:10; Exhibit G; *see also* Claim (Dkt. 1) "Respondents Page" exhibit.

13. Sampson has offered the allegedly infringing design for prices ranging from $150 per pad for high-volume sales to $185 per pad. Exhibits C, E, & F. He usually offers pads for $185 apiece but sometimes puts them on sale for $165 per pad. Conference Tr. at 31:59-32:28.

14. Sampson contends that he "has not sold any copies of the work incorporating [Johnson's] design." Interrogatory from Respondent at Response No. 14; Conference Tr. at 45:49-46:02. Johnson has not presented evidence of any sales by Sampson. Conference Tr. at 28:52-29:10.

15. Sampson has not entered any evidence related to any expenses he had in marketing or selling the allegedly infringing pads. Conference Tr. 27:17-27:29.

16. Sampson testified that after Johnson contacted him, he gave away the allegedly infringing pads—one to a cancer patient in Alabama, and one to a youth group in Kentucky that was having a fundraiser—and he has no more allegedly infringing stock. *Id.* at 41:17-42:10, 46:09-46:49.