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BEFORE THE UNITED STATES COPYRIGHT CLAIMS BOARD

Kia Warren v. Montana Entertainment, LLC — Docket No. 25-CCB-0354

RESPONDENT'S REQUEST TO RE-ENGAGE AND FOR ADDITIONAL TIME TO RESPOND
(37 C.F.R. §§ 227.1(c), 220.5(a)(1))

Respondent Montana Entertainment, LLC ("Montana"), by undersigned counsel, submits this request under 37 C.F.R. § 227.1(c) to re-engage in this proceeding and for additional time to file its response to the Claim. Montana has retained counsel who has registered for and linked to this claim on eCCB. We do not contest notice and prefer the matter be determined on the merits. This request comes at an early stage. The Board has issued no proposed or final determination, and the Claimant has not yet submitted written direct testimony or evidence in support of a default. Granting re-engagement therefore disturbs no ruling and causes no prejudice.

Under § 227.1(c), where a respondent that failed to timely cure submits a response indicating an intent to re-engage, the Board "shall consider the response and either provide the respondent … with additional time to meet the deadline or proceed with the default determination process." In exercising that discretion the Board considers, among other things, the length of the additional time sought, the nature of the missed requirement, and the party's overall participation. Montana seeks only a short, defined period of 14 days to file its response; the missed requirement is the response to the Claim, for which Montana is now represented by counsel and prepared to file and participate; and Montana does not seek to litigate notice, but appears to defend on substantial merits, as set out below.

Montana's defenses are substantial. This is not an infringement claim but a non-payment issue which Montana has and continues to attempt to remedy. The Board need look no further than the Claimant's own filing to see a license is admitted. Claimant states: the co-authors "signed over the use" of "Nancy" "via a master license agreement" and were "never paid the agreed upon amount to license the work," and the Claim seeks damages "for lack of timely payment." On the Claimant's own account this is nonpayment of an agreed license fee, a contract matter, not infringement.

Second, "Nancy" is a joint work of four co-authors; a co-owner licensed the use to Montana, so Montana is a licensee, not an infringer, and the co-owners' remedy among themselves for any unpaid share is an accounting, which is not infringement and is not a claim the Board can hear. Even apart from the written grant, the parties' course of conduct including the brokered clearance, the invoice, and years of undisputed distribution, establishes at the very least an implied license. Third, nonpayment of a license fee is the breach of a covenant, not a condition, and does not revoke the license. *Graham v. James*, 144 F.3d 229 (2d Cir. 1998). Fourth, in all events, because "Nancy" was first published in 2016, used by Montana in June 2022, but not registered until 2024, any statutory damages are capped at $7,500. 17 U.S.C. § 1504(e)(1)(A)(ii).

What the Claimant actually seeks, payment of an agreed license fee and her share of royalties, is contractual relief. In this infringement claim the Board cannot compel payment under the parties' agreement. That relief lies in contract and is best achieved through the global resolution Montana is pursuing.

The regulatory framework favors participation, substance over default, permitting a respondent to cure at least twice before default. § 227.1(d). A brief period to permit resolution on the merits is consistent with that framework and the interests of justice. Montana is separately pursuing a complete, global resolution with the Claimant and the other interest-holders and welcomes a Board-facilitated settlement conference.

Montana therefore requests that the Board (a) accept this request to re-engage under § 227.1(c); and (b) grant Montana 14 days to file its response and resume the proceeding on a revised schedule. Montana's proposed response and supporting exhibits will be filed within that period.

Respectfully submitted,

THE HADDAD LAW FIRM, P.C.

/s/ Shawn Wallach

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By: Shawn J. Wallach
Attorneys for Respondent Montana Entertainment, LLC

Dated: August 21, 2026

I certify under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information, and belief.

Proof of Delivery

I hereby certify that on Friday, August 21, 2026, I provided a true and correct copy of the RESPONDENT'S REQUEST TO RE-ENGAGE AND FOR ADDITIONAL TIME TO RESPOND (37 C.F.R. §§ 227.1(c), 220.5(a)(1)) to the following:

Kia Warren, represented by KIA WARREN, served via ESERVICE at warren.kia1@gmail.com

Signed: /s/ Shawn J Wallach