COPYRIGHT CLAIMS BOARD

Docket number: 26-CCB-0529
September 2, 2026

Sunset Sound Recorders, Inc.	*v.*	Drew Dempsey
CLAIMANT		**RESPONDENT**

ORDER TO AMEND NONCOMPLIANT CLAIM

The Copyright Claims Board (Board) finds that your claim does not comply with the requirements of the CASE Act and related regulations. The claim cannot move forward unless it is amended.

If you wish to proceed with this claim, you must file an amended claim by **October 2, 2026**. If you do not, the Board must dismiss your claim without prejudice, although you may file again in the future before the Board or in federal court. If you file an amended claim and it is found compliant, you will be notified and directed to proceed with service. There is no additional filing fee for an amended claim. 17 U.S.C. § 1506(f)(1)(B).

To make your amended claim compliant, you must resolve the issues identified below. **37 C.F.R. § 224.1(c)(2)**. You may also choose to correct or edit any errors or other information in your claim before you file it again. You do not need to provide a legal argument in your claim – just a statement of facts and circumstances. Being specific in your description gives the other party and the Board more information about your claim. There is no character limit, so please be as detailed as possible.

Registration Information

A copyright infringement claim before the Board must include the correct authorship and registration information of the allegedly infringed works. 37 C.F.R. § 222.2(c)(7)(ii). In your claim you list "Sunset Sound Recorders, Inc." as the author of "Steve Lukather - Hilarious Stories - at Sunset Sound." However, the registration lists "Paul Camarata and Drew Dempsey" as the author of the works. If you file an amended claim, you must edit the "Works infringed" section of your claim to include the correct authorship information included in the registration.

Permissible Claim

You have identified your claim as a copyright infringement claim, however, the information in your claim suggests that this dispute may arise from a prior business or collaborative relationship between you and the respondent involving the allegedly infringed works. The Board is not authorized to hear claims for breach of contract. 17 U.S.C. § 1504(d)(1).

In your claim, you discuss the alleged infringement of two types of works (2-D artwork and videos) and you have described different circumstances surrounding the use and permissions of each type of work. When discussing

the 2-D artwork you state that the respondent had a license to use the work and that "[t]he license to use the artwork was revoked when respondent was terminated by claimant on 11/18/24." You further state that respondent "continued to use the artwork on almost all of the videos…and respondent never obtained a new license to use the artwork after the prior license to use the artwork expired upon respondent's termination." When discussing the videos you state that the works were "coproduced by respondent and the owner of claimant Sunset Sound Recorders, Inc. under a written agreement in which respondent agreed that all results and proceeds of his work during that term were the sole and exclusive property of claimant." This information suggests that there may have been one or more agreements, authorizations, licenses, or other understandings between you and the respondent regarding the use of the works. Additionally, you include information in your claim that alludes to a prior business relationship or employer-employee relationship between the parties.

Although you state that the license to use the artwork was terminated and the ownership and use of videos were governed by a written agreement between the parties, you have not provided enough specific allegations in your claim regarding the agreements and understandings between the parties. Because the allegations in your claim do not clearly explain the nature of your relationship with the respondent, the source and scope of any authorization to use the work, or whether the respondent's current activities allegedly exceed the scope of any permission previously granted it is unclear whether your claim concerns copyright infringement or instead arise from a contract or licensing dispute.

If you file an amended claim, you must explain the nature of your relationship with the respondent and whether you ever authorized the respondent, whether through a written agreement, or words, or actions, to use or otherwise exploit the allegedly infringed works. If you gave the respondent permission to use the works or acted in a way to convey that permission, you should explain the scope of the permissions for each work, whether it was limited in any way, whether it later ended or was further limited, how any termination was communicated to the respondent, what actions the respondent took after any authorization allegedly ended and why you believe those activities constitute copyright infringement. You must include any written agreement or significant correspondence as supplemental documents. All supplemental documents must be clearly labeled and identified.

An agreement or license does not need to be in writing. There may be a verbal agreement, or even an implied agreement or an implied license based on the conduct of the parties. If you had an agreement or license with the respondent, the Board may hear your claim if you can state facts in your amended claim that indicate either that (A) the respondent failed to satisfy a "condition precedent" of the agreement, or (B) the respondent exceeded the scope of any permission you granted. These concepts are explained below.

A. Condition Precedent

A "condition precedent" is an act or event that must occur to trigger certain contract obligations. For example, if an author agrees that a licensee may publish her book "if, and only as long as" the licensee makes monthly payments to the author, then the payments may be a "condition precedent" to the licensee's right to publish. Or, if a photographer allows a website to use his photograph "only if" the website credits the photographer by name, that

credit could be a condition precedent. In sum, if a copyright license depends on the licensee first satisfying a condition precedent, and the license makes clear that failure to satisfy it makes the license ineffective, then the licensor may raise a copyright infringement claim. If you had an agreement with the respondent, then your infringement claim could proceed if you state facts in the amended claim that indicate that a "condition precedent" had to occur before the agreement could take effect, and that it did not occur.

B. Scope

If you had an agreement with the respondent, then your claim could also proceed if you present facts in your amended claim that indicate the respondent used your works beyond what was permitted in the agreement. If the respondent engaged in uses of the allegedly infringed works that went beyond the scope of the uses permitted under the agreement, you should describe those uses and explain why they were beyond the scope of your agreement in your amended claim.

To submit an amended claim, log into your eCCB account and take the following steps:

1. From your dashboard, click the "**Amend claim**" button and select your docket number from the dropdown list.
2. Your claim will unlock for editing. The information you originally entered will appear in the same order as in your original claim.
3. Make the necessary edits. If you have filed supplemental documents, you must re-upload any documents you wish to include in the amended claim on the "**Documentation**" page. Please include only documents directly related to your claim, and label them clearly.
4. Once you have completed your edits, continue to click through the fillable claim form until you reach the "**Review"** page. The Review page includes all the information that you have provided in the claim up to this point. Carefully double-check the information on this page. If you have any corrections, you can select "**Edit**" to revise any entries necessary. Each section of information has an "**Edit**" button, which will take you back to that section so you can make changes. After you make changes, you can click "**Save & review**" to return to the Review page. Please review your claim carefully. Once you submit your amended claim, you will be unable to edit the claim while it is in compliance review.
5. Once you have completed your review and any revisions, you must confirm that the information in your claim is accurate and truthful to the best of your knowledge. To complete the declaration, type your full name into the "**Digital signature**" box near the bottom of the "**Review filing**" page and click "**Agree & submit**."

If you have questions, please contact **asktheboard@ccb.gov**. Include your docket number in the subject line. The Board is unable to provide legal advice. We can provide only legal information and assistance concerning Board procedures and requirements. If you would like to seek further guidance from a lawyer or a law student at

reduced or no cost, please visit the **Pro Bono Assistance** page on ccb.gov. You may also refer to the **Compliance Review** chapter of the CCB Handbook for more assistance.

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