COPYRIGHT CLAIMS BOARD

Docket number: 26-CCB-0529
October 22, 2026

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

SECOND ORDER TO AMEND NONCOMPLIANT CLAIM

The Copyright Claims Board (Board) finds that your claim, as amended, still does not comply with the requirements of the CASE Act and related regulations. 37 C.F.R. § 224.1(c)(2). If you wish to proceed with this claim, you must file a second amended claim by **November 23, 2026**. If you do not file a second amended claim that resolves the issues identified below, the Board must dismiss your claim without prejudice, although you may file again in the future before the Board or in federal court. There is no additional filing fee for an amended claim.

You may also choose to correct or edit any errors or other information in your amended 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. If your second amended claim is found compliant, you will be notified and directed to proceed with service.

Registration Information

The claim must include the registration number of the allegedly infringed work, if it has been registered, and the effective date of registration. 37 C.F.R. § 222.2(c)(7)(ii)(C). You allege infringement of seven works. The information you provided about the registration status of five of the works appears to be incorrect. A Board search of Copyright Office records shows that the following works were registered.

- "James Taylor Changed My Life - Lee Sklar at Sunset Sound" was registered as "PA0002599866."
- "Lee Sklar at Sunset Sound" was registered as "PA0002599678."
- "'Sign O' The Times' Stories From The Sessions With Susan Rogers at Sunset Sound" was registered as "PA002605688."
- "Toto's David Paich & Steve Porcaro Revisit 'Hit' Songs at Sunset Sound" was registered as "PA0002598295."
- "'I Saw Prince Walk In' - Engineer Susan Rogers at Sunset Sound" was registered as "PA0002606043."

You must provide the correct registration number and registration information for each of the works in your second amended claim.

Impermissible Claim

In its September 2, 2026, Order to Amend Noncompliant Claim (Order), the Board previously explained that it is authorized to hear only certain types of copyright disputes, including claims for copyright infringement. The Board cannot hear claims related to contract disputes. In the Order, the Board requested that you provide additional information about the relationship between you and the respondent as well as details regarding any license the respondent may have had to use the works. In the section of the amended claim describing the allegedly infringing activities, you included additional allegations about the relationship between the parties and the respondent's license to use the work. You stated that "[p]ermission for Mr. Dempsey to use the artwork, as embedded in subject videos coproduced by Mr. Dempsey and Mr. Camarata, was granted **orally** by Mr. Camarata pursuant to the **formal written** 'Sunset Sound x Dempsey: Contractor Compensation Agreement'" (emphasis added). You included the "Sunset Sound x Dempsey: Contractor Compensation Agreement" ("Agreement") as a **supplemental document**.

The Agreement states that "immersive, time-consuming projects such as Live at Sunset Concert Series and the Sound Libraries for Studios 2 and 3 shall be on a Joint Venture basis between Dempsey and Company. Participations with respect to all other prospective new business shall be negotiated by the Parties on a case-by-case, good-faith basis."

These statements suggest that there may have been an agreement between you and the respondent or that your actions created a license for the respondent to use your work. However, the scope of that agreement, including terms regarding royalty payments or any licenses or permissions given, is not clear in the claim. The Board cannot hear claims for breach of contract, or disputes over failure to pay royalties. There must, instead, be facts indicating that copyright infringement is in dispute. 17 U.S.C. § 1504(d)(1).

Moreover, section 10(g) of the Agreement states:

> "In the event of any dispute arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the dispute through mediation. The Parties shall mutually select a qualified and impartial mediator and participate in good faith in the mediation process. Mediation shall take place in Los Angeles, California."

However, you have not included any information or allegations clarifying that the alleged infringement does not arise out of or relate to the Agreement.

If you choose to amend your claim, you will need to identify why the respondent's actions constitute infringement, instead of being authorized by an implied license or constituting a breach of contract, and you will need to include additional information about why the mediation clause in the Agreement does not apply.

If you submit an amended claim, you must clearly explain how the respondent allegedly infringed your copyright in the identified work. To address this issue, your amended claim should include additional facts explaining how the respondent allegedly violated one or more of your exclusive rights under the Copyright Act. The claim must provide enough information for the respondent to understand what the allegedly infringing acts were. You should be as detailed as possible in describing what the respondent allegedly did in relation to the work you identify as

infringed.

To address this issue, you must submit a second amended claim that includes detailed information about the nature of the relationship between you and the respondent, including detailed information about how the Agreement or any implied agreement you had with respondent related to the allegedly infringed works. An agreement does not need to be formal in a written contract. There may be a verbal agreement, or even an implied agreement or an implied license based on the conduct of the parties.

If there was any agreement or authorization between you and the respondent relating to the allegedly infringed work, then the Board may hear your claim if you can state facts in your second amended claim showing that the respondent failed to satisfy a "condition precedent" of the agreement; explained in Section A below. The Board may also hear your claim if you can state facts showing that the respondent's use of your works went beyond the scope of the uses permitted under the agreement; explained in Section B below. You must explain what the respondent was allowed and not allowed to do with the allegedly infringed works, how any limitations on use were communicated to the respondent, how any license or permission ended, if it did, and what actions each respondent took after the license was terminated or expired.

However, if your claim is based on whether you were paid under an agreement, or you believe that there was an agreement or a license to use the works, but there was a breach of that agreement, so not purely based on a copyright infringement dispute, then you should not file an amended claim. You should file an amended claim only if you can state facts to support a claim under copyright law that can be heard by the Board. If you submit an amended claim, include information about any agreement or understanding you had related to the allegedly infringed work(s). You may also submit supplemental documents to support your claim, but if you do so, they must be clearly identified and labeled.

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 that was not fulfilled, 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 an amended claim that indicate that a "condition precedent" had to occur before the agreement could take effect, and that it did not occur. By itself, an assertion that the respondent failed to pay for your services is not sufficient to be considered a "condition precedent." If you contend that the respondent's right to use the allegedly infringed software was contingent on payment and ineffective without payment, you should present facts and evidence showing how that condition was established before the software was delivered or made available for the respondent's use.

B. Scope

If you had an agreement with the respondent, then your claim could also proceed if you present facts in an amended claim that indicate the respondent used your work 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 explain how the limitations on respondent's use were communicated to respondent at the time your work was given to respondent and describe respondent's use and how it went beyond the scope of your agreement in your amended claim. For instance, if respondent used the works in a manner that was not permitted in your agreement or understanding, respondent may have exceeded the permitted license depending on the circumstances.

Improper Relief

Your claim must include a statement that describes harm that you suffered "as a result of the alleged activity" and the relief you are seeking. 37 C.F.R. § 222.2(c)(10). The Board is authorized to grant only certain kinds of relief. In the "Describe how you were harmed as well as your request for monetary relief" section of your claim, you state: "Claimant seeks an award of $5,000.00 in money damages as well as injunctive relief in the form of giving control of all applicable DSP channels to claimant. Claimant will also request of<sic> all applicable DSPs to take down immediately and permanently all enumerated copyrightable works listed herein."

The Board cannot award an injunction or other forms of "injunctive relief." Unlike a federal court, the Board cannot order a respondent to stop or modify activities (sometimes called an "injunction") unless the respondent notifies the Board that, if found liable for infringement, it will stop or modify the activity. 17 U.S.C. § 1504(e)(2). Respondents may decide to agree to stop or modify their infringing activity because, if they are found liable, the Board may consider that agreement when it decides how much to award as damages. While you may state in your claim that you would like the respondent to agree to stop or modify its activities, you may not request that the Board award injunctive relief as part of your claim. If you file an amended claim, you must remove the request for injunctive relief.

Final Amendment

Your amended claim did not resolve the compliance issues raised in the Order. **This is your third and final opportunity to submit a compliant claim in this proceeding. If your claim remains noncompliant, the entire proceeding will be dismissed.** 17 U.S.C. § 1506(f)(1)(B).

To submit a second 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.

Copyright Claims Board