Electronically Filed
Docket: 23-CCB-0003
Filing Date: 01/11/2024 11:36:47 AM EST
Exhibit 7

COPYRIGHT CLAIMS BOARD

CCB STANDARD WRITTEN QUESTIONS ("INTERROGATORIES")

# Interrogatories to Be Answered by Parties Asserting Infringement

During the **discovery** stage of a Copyright Claims Board (CCB) proceeding, the CCB directs participants to exchange—with each other but not the CCB—(1) answers to a standard set of questions issued by the CCB ("standard interrogatories") and (2) documents identified in a set of standardized document requests issued by the CCB ("document requests"). **Each party must respond to the requests truthfully and provide the requested documents over which they have control.**

This information concerns the CCB's standard set of Interrogatories. The questions themselves, *as well as a certification you must sign*, can be found after the rules described below. **Provide answers to these questions to the other party(ies) if you are asserting copyright infringement in a CCB proceeding**, whether you are raising an infringement *claim* or *counterclaim*, or you are responding to a claim or counterclaim for a declaration of noninfringement.

The questions and certifications follow the background information. You may use the fillable fields provided or type your answers in a separate document.

## General Rules for Interrogatories

In a legal proceeding, each side has information and knowledge important to the case. When parties present their positions and evidence to the CCB, neither side should be surprised at what they are seeing or hearing. Therefore, the CCB has developed standard questions ("interrogatories") that each party must answer and then serve their answers on the other parties by the deadline set by the CCB in their case.

## Answering Interrogatories and Updating Your Answers

Respond to each interrogatory separately and completely. Each answer must be as complete and straightforward as the information reasonably available to you permits, including information possessed by your attorneys, employees, or other agents. If you cannot answer any interrogatory in full, respond as fully as possible, explain why you cannot answer the rest, and state whatever information you have about the unanswered portion.

You have an obligation to update your interrogatory answers throughout this proceeding. If you discover or learn new or updated information that changes any of your answers, you must serve updated answers to the other parties as soon as practical.

## How to Produce Your Interrogatory Answers to the Other Parties

Unless the parties agree to other terms in writing (or something different is ordered by the CCB):

- You may use the standard interrogatory form created by the CCB or you may separately type out each interrogatory and then type your answer below each interrogatory.
- You must produce your interrogatory answers by email, unless for some unlikely reason, their size and format makes such service reasonably possible. If that unlikely event occurs, confer with the other parties to agree to other arrangements, and if the parties cannot agree to other arrangements, send the interrogatory answers by U.S. first class or priority mail.

Whenever you answer interrogatories, you must certify that your answers are truthful and complete to the best of your knowledge. That certification will be on the CCB's standard form. If you are not using the CCB's standard form, you must copy the CCB standard interrogatory certification at the bottom of your interrogatory answers.

## To Whom You Should Produce Interrogatory Answers

Your production is effective (it counts) when you send it unless you learn that it did not reach the other party.

- If the party is **represented by a lawyer or other authorized represented,** you must send the answers to that lawyer or representative.
- If the party is **self-represented,** you must send the answers directly to that party.

Use the email address provided to you by the other party or representative. If none has been provided, use the email address provided in the claim, response, or in their eCCB user information, as provided by the CCB, unless the CCB orders you to serve the party directly. Interrogatory answers should generally be provided by email unless the parties have agreed on another arrangement or the size or format of what is being sent makes that not practical.

Any interrogatory answers and other responses to any other discovery requests **shall not be filed with the CCB at this time.** You should only file a party's interrogatory answer or documents produced in discovery as part of *written testimony*, as needed as attachments to your other filings, or otherwise ordered by the CCB.

## Confidential Communications

Any confidential communications with your legal counsel (including a lawyer, in-house counsel, or authorized law school representative) reflecting or seeking legal advice about the merits of the

proceeding or other legal issue are considered **privileged** communications, which means that you do not have to provide your lawyer's legal advice as part of your answer to an interrogatory, although you must note if you are withholding such information as privileged in case the other party/parties dispute that the information is privileged.

## Preserving Materials and Updating Your Answers

You must preserve all material relevant and significant to your case. Do not destroy or dispose of documents or other materials related to your claim or defense against a claim. This is true throughout the CCB proceeding. If you answer an interrogatory **and then you find new information or realize you made a mistake, you must send updated answers to the other parties as soon as practical**.

## Discovery Sanctions

If you do not comply with the discovery requests, the other party may raise the issue with the CCB. If the CCB orders you to comply but you remain noncompliant, it may ultimately impose **sanctions** on you. Those sanctions may include the CCB adopting an **adverse inference** against you about the facts related to the discovery you should have produced. The CCB may also consider any discovery sanctions as it considers awarding attorney's fees and costs against you as part of a final determination. You can avoid these concerns by producing everything that is required, including answering interrogatories truthfully and completely to the best of your knowledge.

# Interrogatories that Must Be Answered by a Party Asserting Infringement

You must answer the following interrogatories and send the other party(ies) your answers by the deadline set by the CCB in the scheduling order. You may use this form to enter your answers (and may attach additional well-labeled pages as needed). If you would rather type out the answers in a separate document, you can do so by copying the questions and certification exactly, and typing your answers under each question. **In these Interrogatories, "your work" is defined as all of your works that you have alleged have been infringed in this proceeding.** Be as detailed as you can in answering each of these interrogatories:

1. Give the full name of each person you plan to use in the proceeding as a **witness**. Include their phone number, mailing address, and email address, if you know it. Include a brief description of the topics on which they may give a witness statement in this proceeding.

N/A

2. Name any other person who may have important information related to the claims, counterclaims, or defenses in the proceeding. Include their phone number, mailing address, and email address, if you know it.

None

3. Is any agreement or other relationship between the parties relevant to the claim? If yes, describe the agreement or other relationship.

No

4. Are you aware of any relevant document that exists or once existed, that is **responsive** to a **request for the production of documents**, but that is not in your possession? If yes, for each such document, provide a summary of its contents and, if it was once in your possession, explain when and why it was disposed, destroyed, lost, or otherwise became unavailable.

Yes.

1. Petco stated in an email dated March 13th, 2023 that the video was "only up for a few days". Please provide evidence of this timeline.

2. Petco made a claim in our initial CCB meeting that they obtained my video from another source. Please provide this evidence

5. Describe the process of the creation of your work, including:

a. Who conceived of the work, and on what date?

Myself / March 21st 2021

b. Who created the work, and on what date?

Myself / March 21st 2021

c. If it is a joint work, identify each joint author (including their phone number, mailing address, and email address, if you know it) and describe what each joint author contributed to your work?

N/A

6. Describe your ownership of the copyright for your work, including:

a. Are there any co-owners of your work? If yes, identify each co-owner (including their phone number, mailing address, and email address, if you know it).

No/None

b. If you did not create your work, describe how you came to own the copyright? For example, did you obtain the rights by other means, such as an assignment, a **work made for hire** agreement or as the result of the death of the owner of the work? If so, state who was involved in the assignment, work for hire agreement, or transfer by inheritance and describe your basis for believing you have the rights in the work (including the dates, parties and terms of any relevant agreement).

N/A

c. Do you own all the copyright rights in the entire work? If no, identify the copyright rights or the part of the work you own and state whether any of the work is in the **public domain**.

Yes

7. If your work is a ***derivative work***, identify the elements of your work that previously existed elsewhere and who owns the preexisting elements, and describe your rights to use those preexisting elements.

N/A

8. Has your work been published? If yes, when and where was it first published?

Yes. March 21st 2021. Published on Instagram

9. Describe your efforts to register your work and any communications with the U.S. Copyright Office regarding your application for registration, and state whether anyone else attempted to register your work with the U.S. Copyright Office, and if so, who?

I registered the motion picture myself, with the US Copyright office. No-one else has attempted to register my works.

10. Describe how you believe the allegedly infringing party gained **access** to the work that you claim is infringed.

My motion picture/video was downloaded by a third party app and saved on Petcos property (PC/tablet/ phone).

11. State the basis for your belief that the other party's/parties' activities infringed your work, including in detail in what ways the other party's/parties' allegedly infringing work are substantially similar to the portions of your work covered by copyright.

The infringement has already been admitted.

12. Describe when and how you discovered the activities of the party that you claim infringed the work and state whether you assert that the infringement is continuing. If you believe the infringement is continuing, please describe where and how it is continuing.

A follower of mine made me aware of Petco posting the video. To the best of my knowledge the infringement was ceased by Instagram, and has not been used by Petco since.

13. Describe any **harm** you have suffered as a result of the infringement of your work.

This has various harmful and negative consequences to me:

Loss of Revenue: This copyright infringement has directly impacted the revenue as a content creator and copyright holder. When my work is used without permission or proper licensing, I lose out on potential sales,royalties,advertising campaigns and/or licensing fees.

Disruption of Fair Competition: Petco created an unfair advantage by exploiting my copyrighted material without my authorization. This undermines fair competition by bypassing the need to invest in original content creation.

When others pass off the creator's work as their own or repost it without permission, it diminishes the original creator's ability to retain control over their content and monetize it through sponsored posts, brand partnerships, or other revenue-generating opportunities.

Copyright infringement extends beyond literal copying of content. If another account or individual uses a creator's original material without permission, it harms the creator financially by diluting the uniqueness and market value of their content.

Impact on Brand Partnerships: Brands typically seek out Instagram creators with a strong and authentic personal brand. However, if a creator's content is repeatedly infringed upon, it can damage their reputation and credibility. This, in turn, will negatively impact my ability to secure brand partnerships and sponsorships,

14. If you request damages, provide a calculation of the damages that resulted from the infringement you claim, to the extent you know it. You may also indicate the type of damages (either **actual damages** plus any additional infringer's **profits** resulting from the infringement, or statutory damages), and the amount sought. For example, you may state what you would normally charge as a license fee and the basis for that number, or the basis for your belief that the infringer gained profits as a result of the infringement.

My standard fee for the creation and usage of similar videos falls within the range of $16,000 to $18,000. I cannot emphasize enough that this is the fee they would have been required to pay IF they had obtained proper permission from me these are not my fees after the fact. An estimated range of my licensing fees would be between $6,500 and $8,000 per sponsored post annually or a percentage of content usage spend, depending on the brand and campaign specifics.

I am seeking an award of actual damages and disgorgement of all of my profits attributable to the infringement as provided by 17 U.S.C. § 1504(e)(1)(A)(i) and 17 U.S.C. §504(b)

$18,000 Actual damages in lost revenue
$8,000 Actual damages in lost license fees/royalties
$35,000 Actual damages in disgorgement of my profits as a creator on the Instagram reels bonus program

It's worth noting that licensing fees can also be influenced by additional factors such as exclusivity, usage duration, and the scope of the campaign. These factors can affect the overall value and negotiation of the license agreement. Which is discussed BEFORE and then entered into a legal contract.

In my case, I not only faced a loss of income from the reels bonus program but also experienced a significantly lower payout for the specific month when the video was utilized. This decrease in payout is attributed to multiple factors:

Algorithmic Factors: The Reels bonus program calculates payouts based on various metrics, including

15. Have you ever given a license or permission for your work that you claim was infringed to be used by others? If yes, describe the license(s) or permission(s) including a description of how the person or entity was allowed to use the work and how much, if anything, they paid you (in any form) for use of your work.

Not for infringed work.

16. Describe any attempts you made, before bringing the claim, to make the infringement stop or be "mitigated" (made less severe). Include in this answer a description of any communications you sent to the other party(ies) or anyone else, and any takedown notices sent to online service providers.

I messaged Pupbox through Instagram on April 2, 2021 with no reply.
I completed a copyright infringement with Instagram when no reply was received.
I emailed Pupbox on April 2, 2021, with a reply only after they saw the Instagram had flagged the content.

17. To the extent you are aware of any defenses claimed by the other party's/parties', describe, separately for each defense, why you believe their defenses are not valid.

The defense states that they did not receive the video from my Instagram platform. This is not probable nor believable. Nobody else stole and shared this video EXCEPT for Pupbox! The defense took the video from my platform, stripped out my copyright language and information, proceeded to edit the caption in their own words, and posted it to their own Instagram page.

Petco is contradictory to their replies to me in several emails.

The INITIAL reply sent to me on April 2nd 2021 was "Hi Sabrina, My name is Katie and I work for PupBox, managing our content team. I just received a notification on Instagram flagging your post that we had shared. I am so sorry if this upset you. We loved it, credited your account and shared because we knew others would love it just as much as we did. We meant no harm by this and truly apologize for sharing. I hope you understand." This INITIAL email DOES NOT say that they took the video from someone else.

And on March 13th 2023 their reply was "Petco has investigated your matter internally and determined your content was temporarily shared on the Pupbox Instagram. While the content was taken down within a few days, Petco understands the frustration you must have felt." This email STILL DOES NOT say they took it from another account.

There is NO defense. They have admitted use although they deny taking it directly my from account. Out of fairness to the copyright holder, which is me, I am due and owing of proof/evidence of where the content was taken from.

# Certification of Discovery Responses

Please include a signed copy of this form with your discovery responses

I, Sabrina Giardina, certify that the enclosed material is accurate, complete, and truthful to the best of my knowledge.



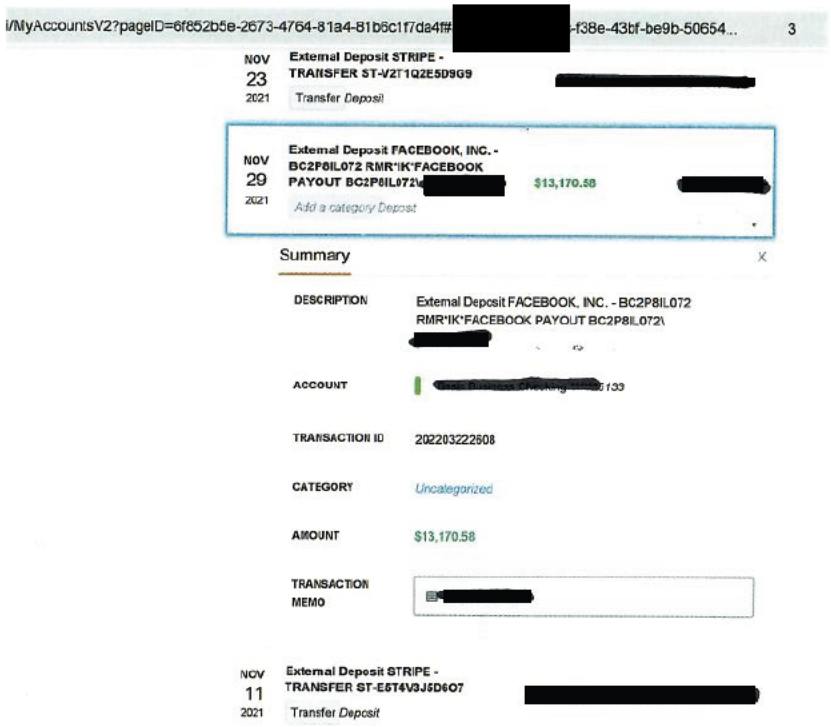
**Signature**

8/23/23

**Date**

# Glossary

- **Access:** Reasonable opportunity to view or hear the work at issue in the claim before the alleged infringement took place.
- **Actual damages:** Money awarded based on the harm the claimant or counterclaimant suffered.
- **Adverse inference:** A negative conclusion that is drawn from silence or the failure to provide responsive information.
- **Derivative work:** A work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted.
- **Discovery:** The process by which the parties exchange information and documents relevant to the issues in the case.
- **Harm:** What the claimant has suffered or lost as a result of respondent's actions.
- **Profits:** The money that the infringer earned in profits from the unlawful use of another's work.
- **Privileged:** Any confidential communications with legal counsel reflecting or seeking legal advice about the merits of a proceeding or other legal issue.
- **Public domain:** A work of authorship not protected by copyright. The status of a creative work which, through expiration of term or failure to comply with statutory formalities, is not protected by copyright.
- **Responsive:** Documents that are requested for production in response to discovery requests.
- **Request for the production of documents:** Written requests provided by the CCB that require parties to provide documents, other information, or evidence as part of discovery in an active proceeding.
- **Sanctions:** Penalties imposed by the CCB for misconduct during proceedings.
- **Witness:** Someone with personal knowledge about factual information that is relevant to the proceeding.
- **Work for hire:** A work that has been created by an employee in the scope of their employment, or created (for certain types of works) based on a written agreement commissioning that work and stating that the work should be treated as a work made for hire.




CONFIDENTIAL

Confidential

Confidential

CONFIDENTIAL

# Confidential

CONFIDENTIAL

Confidential

CONFIDENTIAL

Confidential

**Love Margot Inc.**
1 Shore Ave Unit 652
Oyster Bay NY 11771
Phone: [redacted]

CONFIDENTIAL

# INVOICE

INVOICE #5.11.21
DATE: 5/11/21

**TO:**
[redacted] LLC
Att[redacted]
[redacted]
La[redacted] 92609

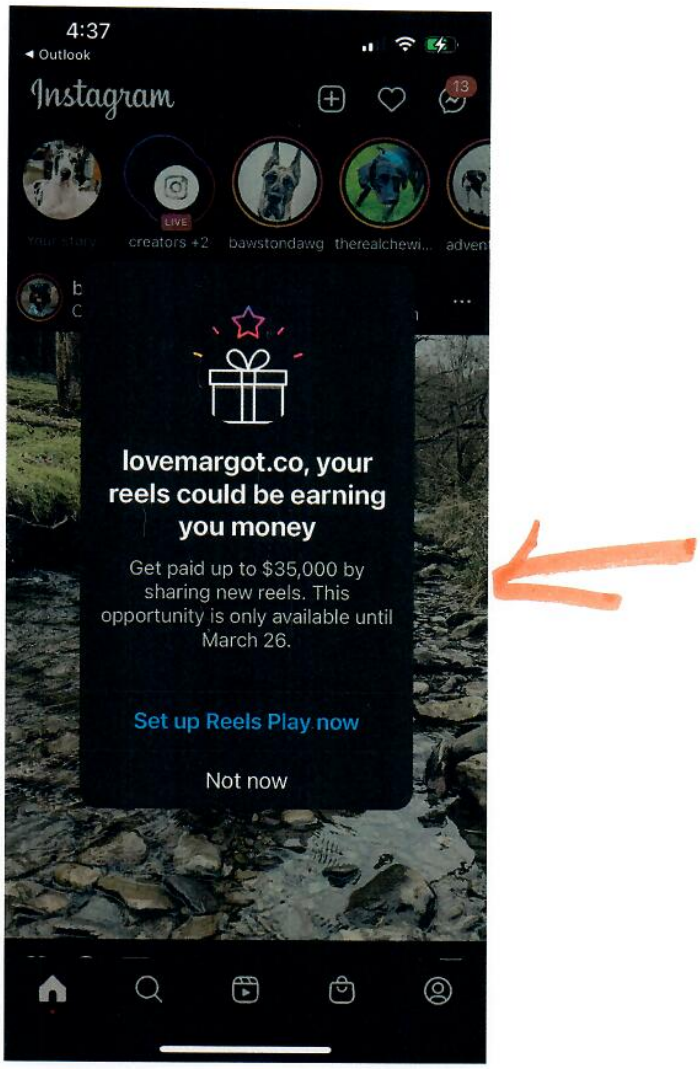
**FOR:**
Content creation/marketing

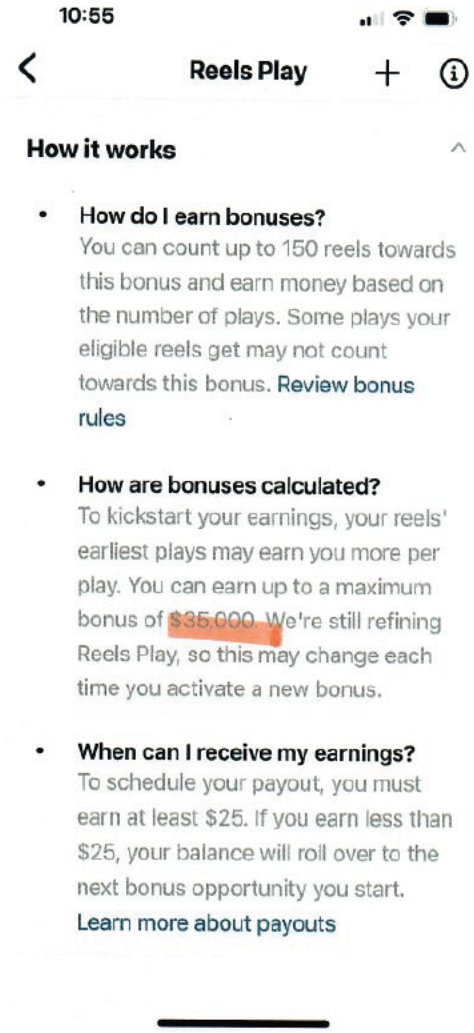
| DESCRIPTION | SPEND | RATE | AMOUNT |
|---|---|---|---|
| For content creation channels @LoveMargot.co | | 15,500.00 | 15,500.00 |
| [redacted] Spring Campaign License Fee | | 8,000.00 | 8,000.00 |
| [redacted] Spring Campaign Ad Spend | 76,475.00 | 4% | 3,059.00 |
| | | TOTAL | 26,559.00 |

**Payable upon receipt**
Love Margot Inc.
[redacted]

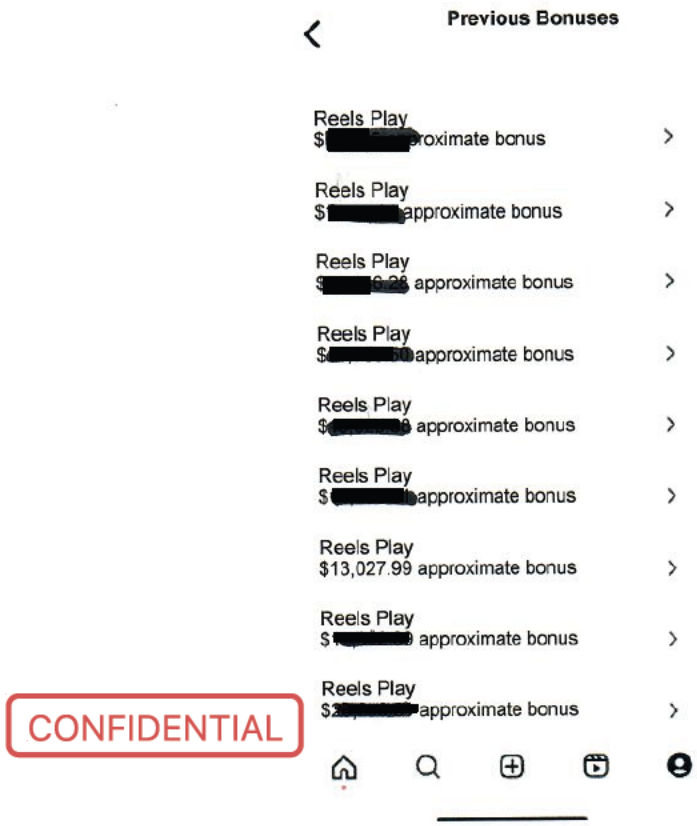
Payable to Love Margot Inc. via wire only!

**Thank you for your business!**


4:37
Outlook
Instagram
13
creators +2
bawstondawg
therealchewi...
lovemargot.co, your reels could be earning you money
Get paid up to $35,000 by sharing new reels. This opportunity is only available until March 26.
Set up Reels Play now
Not now




CONFIDENTIAL




CONFIDENTIAL

# Certificate of Registration

This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Shira Perlmutter

United States Register of Copyrights and Director

**Registration Number**
**PA 2-369-606**
**Effective Date of Registration:**
August 09, 2022
**Registration Decision Date:**
September 09, 2022

## Title

**Title of Work:** Getting ready for the Olympics?

## Completion/Publication

**Year of Completion:** 2021
**Date of 1st Publication:** March 25, 2021
**Nation of 1st Publication:** United States

## Author

- **Author:** Sabrina Giardina
  **Author Created:** entire motion picture
  **Domiciled in:** United States

## Copyright Claimant

**Copyright Claimant:** Sabrina Giardina
137 Ivy St, Oyster Bay, NY, 11771, United States

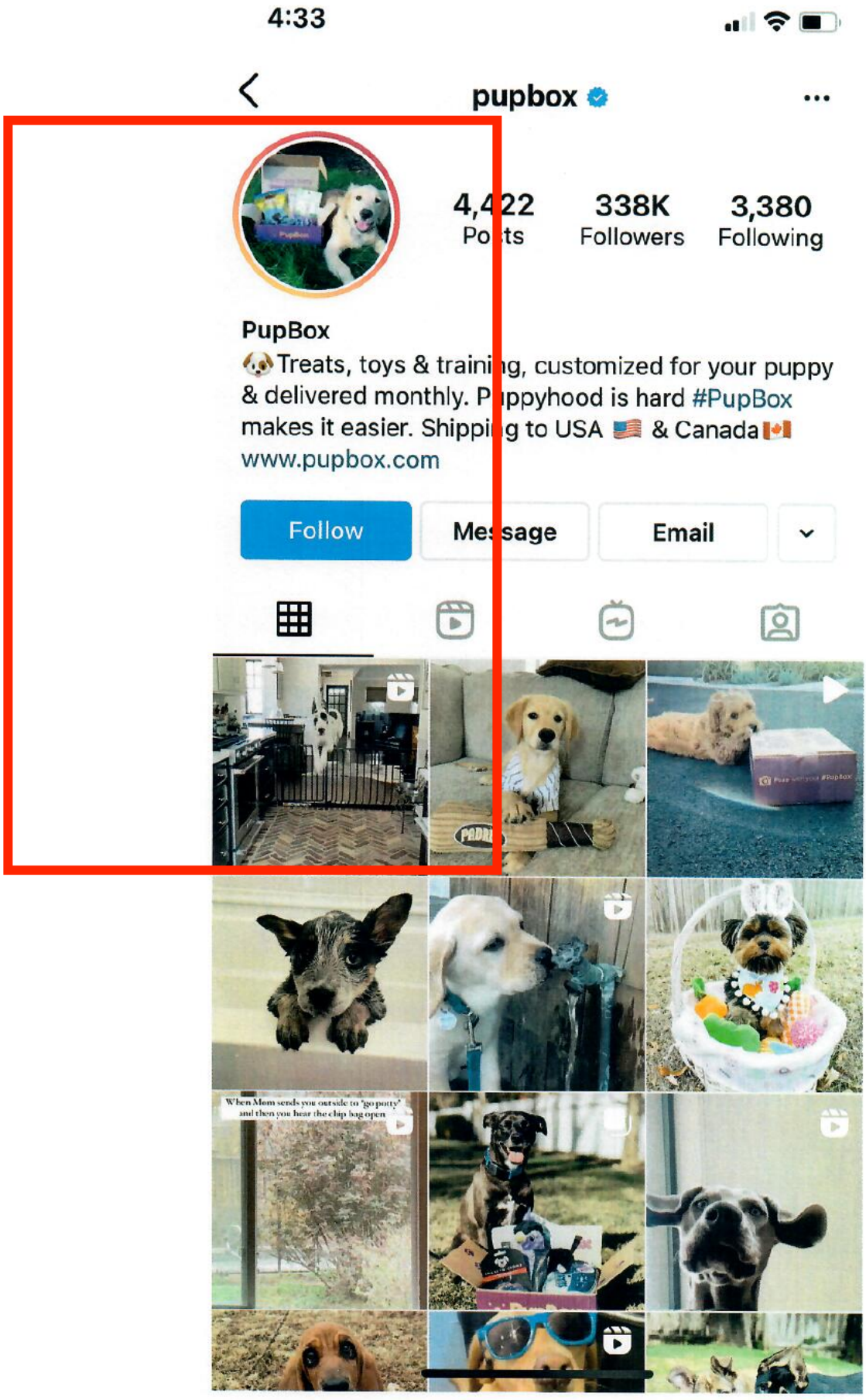
## Limitation of copyright claim

**Material excluded from this claim:** preexisting music

**New material included in claim:** all other cinematographic material, additional new footage, production as a motion picture, revisions/additions to script

## Rights and Permissions

**Name:** Sabrina Giardina
**Email:** sabrina@lovemargot.co
**Telephone:** [redacted]
**Address:** 137 Ivy St
Oyster Bay, NY 11771 United States


4:33
pupbox
4,422
Posts
338K
Followers
3,380
Following
PupBox
Treats, toys & training, customized for your puppy & delivered monthly. Puppyhood is hard #PupBox makes it easier. Shipping to USA & Canada
www.pupbox.com
Follow
Message
Email
When Mom sends you outside to "go potty" and then you hear the chip bag open

## Re: Instagram Shared Post

Love Margot <sabrina@love-margot.com>
Fri 4/2/2021 8:59 PM
To: Katie Hudgins <katie@pupbox.com>

Hi,

That was not sharing. You stripped all of my language out of my caption. Specifically

"© ™ Love, Margot
*My content including all of my photos and my videos are copyrighted and trademarked. For permission to use my content please see my contact information in my bio or visit my website at www.love-margot.com"

I have great reels and great content and a wonderful engagement rating. I work very hard at it. And if you are interested in using my content you need to ask permission first.

You easily took what wasn't yours, edited the parts you decided to ignore and used it for your own benefit.

That is not right.

Sabrina Giardina

Get Outlook for iOS

---

**From:** Katie Hudgins <katie@pupbox.com>
**Sent:** Friday, April 2, 2021 9:05:38 PM
**To:** Sabrina Giardina <sabrina@love-margot.com>
**Subject:** Instagram Shared Post

Hi Sabrina,

My name is Katie and I work for PupBox, managing our content team. I just received a notification on Instagram flagging your post that we had shared.
I am so sorry if this upset you. We loved it, credited your account and shared because we knew others would love it just as much as we did. We meant no harm by this and truly apologize for sharing. I hope you understand.

11:23

pupbox



**pupbox**

Instagram

359K followers · 5K posts

You don't follow each other on Instagram

You both follow louiethecream and 18 others

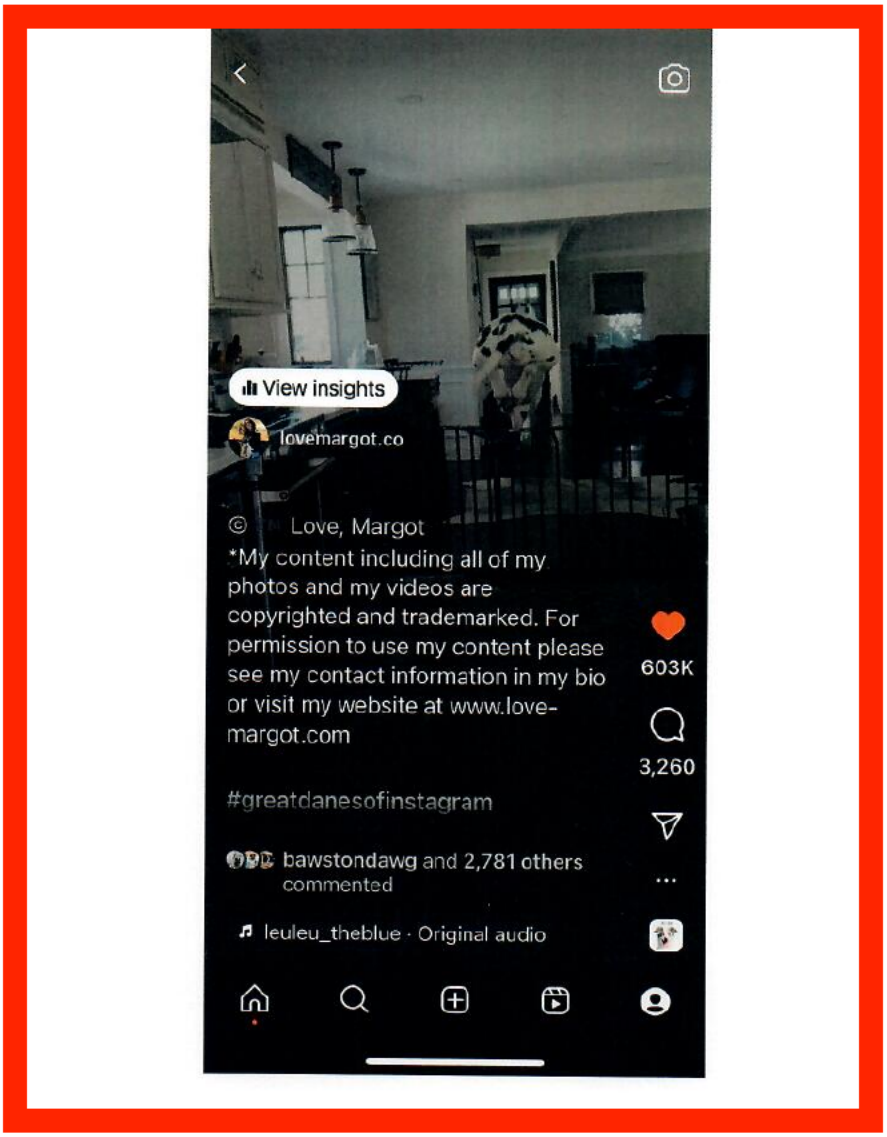
**View profile**

APR 2, 2021

Sorry you need to take my video down

**pupbox** can't receive your message. They don't allow new message requests from everyone.

Message...


View insights
lovemargot.co
© Love, Margot
*My content including all of my photos and my videos are copyrighted and trademarked. For permission to use my content please see my contact information in my bio or visit my website at www.love-margot.com
#greatdanesofinstagram
603K
3,260
bawstondawg and 2,781 others commented
leuleu_theblue · Original audio

4:33

PUPBOX
**Posts**

Follow

**pupbox**
pupbox · Original Audio



**1,567 likes**

**pupbox** Indoor Show Jumping. There's no horsin' around here. 12/10 hekkin impressive... more

View all 35 comments

3 hours ago

## RE: [X] Re: Copyright Claims Board Complaint

Sunayna Ramdeo <Sunayna.Ramdeo@PETCO.com>
Wed 4/12/2023 10:23 AM

To:Love Margot <sabrina@lovemargot.co>

Cc:Amanda Costa <Amanda.Costa@PETCO.com>;Law <law@PETCO.com>

Ms. Giardina,

Thank you for your last message. It appears that we have different understandings of the facts at issue here, so we believe it is best to let the CCB adjudicate this claim. If you have any further questions, please direct them to me; otherwise, we will communicate via the required CCB documentation.

Best,

petco
THE HEALTH + WELLNESS CO.

**Sunayna Ramdeo (she/her)**
Vice President Legal - Compliance

sunayna.ramdeo@petco.com
O: 858.453.7845, ext 223075
C: 619.380.0265

---

**From:** Love Margot <sabrina@lovemargot.co>
**Sent:** Friday, April 7, 2023 10:10 AM
**To:** Law <law@PETCO.com>
**Cc:** Ilene Eskenazi <Ilene.Eskenazi@PETCO.com>
**Subject:** Re: [X] Re: Copyright Claims Board Complaint

Ms. Costa,

Let's stay on subject, we are not discussing costs associated prior to using intellectual property, I am discussing the fact of willful infringement of a motion picture.

And to correct you, it was a motion picture that was infringed - not a "photograph".

It makes me think you are unaware of what we are discussing here?

I am requesting to have this matter sent over to your supervisor whom I believe would be Ilene Eskenazi.

US copyright law is quite straightforward when it comes to intellectual property and clearly states that the person who "authored" the work is the copyright owner, such as a photographer who takes a picture of a person. The law is crystal clear.

Although the copyright effective registration date is after the infringement date, the date of first publication pre dates the infringement date as documented in my registration. But again, registering a copyright is a voluntary action. Intellectual property belongs to the author and is the copyrighted owner as per US copyright law.

Included in this motion picture is my copyright and trademark, all of which was willfully removed by Petco/Pupbox.

Infringement is one thing, but WILLFUL infringement is an entirely different ballgame. By Petco/Pupbox removing my language in my caption which warned of copyrighted and trademarked material was in fact willful and quite frankly, a really terrible idea.

As stated previously, Petco/Pupbox knowingly removed my copyright notice from the content which falls under Chapter 5 section 506, Criminal infringement under Copyright Law of the United States (title17).

Not only is willful infringement a criminal act, it also holds a statute of up to $150k in federal court.

I asked Petco/Pupbox to remove the content. When they did not oblige, I asked Instagram to step in and remove it.

Please provide me with name of and contact info of the individual who is in charge of Petco/Pupbox's social media department that posted the content, so I may begin filing a criminal report with the Department of Justice.

Petco/Pupbox has an immense IG presence totaling well over 1 million followers combined and a nationally known brand. Your admitted willful impermissible use has crippled if not destroyed the potential of any market value for the motion picture from licensing it and or my use to profit.

Petco/Pupbox received financial benefit from the infringing post, which increased traffic to their account and increased revenue generated by the sale of products. Due to Petco/Pupbox's immense following and from our documented evidence, you received millions of views and thousands of comments.

In regards to your statutory damages claim, I am prepared to argue this matter and feel confident I will prevail. If needed, I will seek compensatory damages in federal court and again feel very confident with my documented evidence of Petco/Pupbox profiting from theft of my intellectual property.

Please keep in mind that I have filed this with the CCB with the intent to bring an amicable end to this. If this matter is bought to federal court, I'm sure you are aware that will likely come with unwanted media attention to the matter, if in fact that's the course you force me.

I am a pet influencer with faithful following of over 1m, whom looks to me for guidance in the well-being of their pets, products and more based off of my knowledge and expertise. I may not be a lawyer, but I am extremely knowledgeable in copyright law.

Lastly, I am not seeking licensing fees from Petco/Pupbox of my intellectual property after the fact. Or as you like to call it "typical" license fees. I don't know why you keep referencing to this.

Sabrina Giardina

---

**From:** Amanda Costa <Amanda.Costa@PETCO.com> on behalf of Law <law@PETCO.com>
**Sent:** Wednesday, April 5, 2023 7:24 PM
**To:** Love Margot <sabrina@lovemargot.co>
**Subject:** [X] Re: Copyright Claims Board Complaint

Dear Ms. Giardina,

Thanks for your email. As you may be aware, since your copyright was registered after the content was posted on Pupbox's Instagram page you are not entitled to statutory damages and in our experience, which we can support with evidence, a typical license payment for your photograph at issue would be no more than $2,500. There is no theory of damages under which you are entitled to $30,000. In spite of this, and in the interest of resolving this matter amicably, we offer you a settlement payment of $7,500.

Please respond by no later than April 7, 2023.

petco
THE HEALTH + WELLNESS CO.

**Petco Legal Department**
law@petco.com

**From:** Love Margot <sabrina@lovemargot.co>
**Sent:** Wednesday, March 29, 2023 11:54 AM
**To:** Law <law@PETCO.com>
**Subject:** Re: [X] Re: Copyright Claims Board Complaint

Dear Ms. Costa,

In reply to yours dated 3/27/23, I am fully versed in how the CCB works, but thank you.

Your claim that my copyrighted content was not posted in bad faith holds no merit.

Since Petco/Pupbox not only pirated, published and distributed to the public, without express written consent of its copyrighted owner (which is me), with the intent for purposes of commercial advantage or private financial gain. Petco/Pupbox **knowingly removed our copyright notice from the content** which falls under Chapter 5 section 506, Criminal infringement under Copyright Law of the United States (title17). Petco/Pupbox was fully aware of the copyright notice in order to remove it. This is a punishable offense under section 2319 of title 18. There was not only bad faith but this constitutes a criminal infringement.

These are just a couple of examples of copyright laws that were intentionally ignored and violated by Petco/Pupbox.

Again, replying to your claim the content was only published to the public for a "very limited amount of time" is not only an oxymoron response, it again falls flat as it did the first time you made the claim.

As I'm sure you are aware there's no such thing as "just breaking the law for a little while" or "we only broke that law for a limited amount of time" or better yet "we only violated United States copyright laws for just a limited amount of time".

Petco/Pupbox knowingly violated numerous United States Copy Right laws. Period. You seem educated enough to be aware of the law. Perhaps Petco/Pupbox needs to educate the social marketing team in these areas.

I do appreciate your admittance of piracy of my copyrighted content in our email exchanges, but your company has shown they have no respect for the intellectual property rights of others as you so boldly claim. We have been in contact with other influencers whom have had their content pirated by Petco/Pupbox. It seems to be a common practice of your company.

I too, want to amicably settle this matter. But let's get something very clear, I am not trying to "sell" your company content. You cannot expect us to ignore the fact that you pirated our content and now want to purchase viral content on the cheap based on your "company compensation structure" or your so called "industry standards". There is no industry standard on piracy!

You can't break the law and then beg for mercy, as a content creator I have no mercy for large corporations pirating my material. Petco/Pupbox violated United States copyright laws some of which could be criminally punishable.

So, I strongly urge your company to get real with your offer of settlement if your intent is to settle amicably?

I will reiterate we will settle this matter for $30,000 plus expenses, we believe this to be fair and market standard for piracy of copyrighted intellectual property that was pirated for commercial advantage and private financial gain by Petco/Pupbox.

Sincerely,
Sabrina Giardina

---

**From:** Amanda Costa <Amanda.Costa@PETCO.com> on behalf of Law <law@PETCO.com>
**Sent:** Monday, March 27, 2023 4:34 PM
**To:** Love Margot <sabrina@lovemargot.co>
**Subject:** [X] Re: Copyright Claims Board Complaint

Dear Ms. Giardina,

Thank you for your response. As you may be aware, $30,000 is the maximum amount that can be awarded to you by the CCB; not the amount you will automatically be awarded for this matter. We believe it is very unlikely the CCB would award the entire amount because 1) the content was not posted in bad faith 2) the content was up for a very limited amount of time. In addition, the CCB historically does not require parties to reimburse each other for costs; those are the responsibilities of the claimants.

Again, we apologize for the occurrence and we would like to settle this matter amicably. We respect your intellectual property rights and believe it is important that you are properly compensated for your content. We've done a review of our social media influencer compensation structure for a one-time post, as well as industry standards on this topic and would like to offer you $2,500, which is based on $100/10,000 followers at your current 192k followers. We believe this a fair and market standard offer and hope you agree.

If you would like to discuss further, please let us know.

petco
THE HEALTH + WELLNESS CO.

**Petco Legal Department**
law@petco.com

---

**From:** Love Margot <sabrina@lovemargot.co>
**Sent:** Monday, March 13, 2023 8:23 PM
**To:** Law <law@PETCO.com>
**Subject:** Re: [X] Re: Copyright Claims Board Complaint

Dear Ms. Costa,

While I appreciate your efforts investigating the matter, it has already been found by the CCB that my claim is compliant. Nonetheless whether Petco/Pupbox used my copyright content for a "few days" or a few minutes does not mean that it was used lawfully. Time doesn't determine the validity of a copyright infringement.

I am not willing to settle this case for less than $30,000 plus my fees paid to the CCB as well as the process server. This is not a matter of "frustration". This is a matter of law. I am a pet influencer; I work with several brands. By Pupbox using my content it appeared as if I was working for Pupbox when in fact I was not. I am sure that you are no stranger to brand exclusivity, rights management and compensation rates for an account my size.

I trust you will understand that settlement at my terms is the only reasonable outcome. I look forward to hearing from you soon.

Sincerely,

Sabrina Giardina

---

**From:** Amanda Costa <Amanda.Costa@PETCO.com> on behalf of Law <law@PETCO.com>
**Sent:** Monday, March 13, 2023 4:12 PM
**To:** Love Margot <sabrina@lovemargot.co>
**Subject:** [X] Re: Copyright Claims Board Complaint

Dear Ms. Giardina,

Thank you for your response. Petco has investigated your matter internally and determined your content was temporarily shared on the Pupbox Instagram. While the content was taken down within a few days, Petco understands the frustration you must have felt. As a gesture of goodwill and to apologize for the occurrence, Petco would like to offer you $750 to resolve this matter. Please let us know if this is acceptable to you.

petco
THE HEALTH + WELLNESS CO.

**Petco Legal Department**
law@petco.com

---

**From:** Love Margot <sabrina@lovemargot.co>
**Sent:** Wednesday, March 1, 2023 7:05 AM
**To:** Law <law@PETCO.com>
**Subject:** [X] Re: Copyright Claims Board Complaint

EXTERNAL EMAIL: Do not click on links or attachments unless you recognize the sender AND know the content is safe.

Hi Amanda,

I apologize for my delayed reply, this email was in my junk folder.

I am free to discuss anytime, not represented by an attorney; I am self-representing.

Sincerely,
Sabrina Giardina
[redacted]

---

**From:** Amanda Costa <Amanda.Costa@PETCO.com> on behalf of Law <law@PETCO.com>
**Sent:** Thursday, February 23, 2023 4:47 PM
**To:** Love Margot <sabrina@lovemargot.co>
**Subject:** Copyright Claims Board Complaint

Dear Ms. Giardina,

We recently received your compliant from the Copyright Claims Board and would like to set up a time to discuss the matter. If you have an attorney representing you in this matter, please forward us their contact information.

Sincerely,

petco
THE HEALTH + WELLNESS CO.

**Petco Legal Department**
law@petco.com

# Proof of Delivery

I hereby certify that on Thursday, January 11, 2024, I provided a true and correct copy of the evidence - exhibit 7 to the following:

PETCO ANIMAL SUPPLIES STORES, INC., represented by Amanda Costa, served via ESERVICE at amanda.costa@petco.com

Signed: /s/ Sabrina Giardina