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COPYRIGHT CLAIMS BOARD

TAMARA WAREKA p/k/a TAMARA WILLIAMS Claimant, - against – SABRINA CARROLL d/b/a SKY LOUNGE SKIN CARE Respondent.	Case No. 23-CCB-0382 **DECLARATION OF TAMARA WILLIAMS**

I, Tamara Williams declare as follows:

1. I am over the age of 18 years old. I have personal knowledge of all matters stated herein, and if called as a witness, I could and would competently testify thereto.

2. I am the Claimant and copyright holder in this matter.

3. I am a professional photographer specializing in beauty photography.

4. I retain copyrights to all of the images created as part of my work.

5. I do not allow third parties to use my images without the payment of a licensing fee or permission.

6. My portfolio includes international clients, and my work has been featured in publications such as *Vogue, Harper's Bazaar, Marie Clare, Elle, L'Officiel, Glamour, Cosmopolitan, Maxim,* and many more. Additionally, my work has also been used commercially by brands such as NARS, KKW, Fenty, and Benefit.

7. I am the sole author and exclusive rights holder of a beauty photograph of a model named Mae (the "Mae Photograph").

8. Submitted herewith as Exhibit D is a true and correct copy of the Mae Photograph.

9. On August 23, 2018, I registered the Mae Photograph with the United States Copyright Office, under registration VA 2-116-918.

10. Submitted herewith as Exhibit E is a true and correct copy of the registration VA 2-116-918.

11. I am the sole author and exclusive rights holder of two beauty photographs of a model named Hilda (the "Hilda Photographs").

12. Submitted herewith as Exhibit F is a true and correct copies of the Hilda Photographs.

13. On August 23, 2018, I registered the Hilda Photographs with the United States Copyright Office, under registration VA 2-116-887.

14. Submitted herewith as Exhibit G is a true and correct copy of the registration VA 2-116-887.

15. I am the sole author and exclusive rights holder of a beauty photograph of a blonde model (the "Blonde Photograph").

16. Submitted herewith as Exhibit H is a true and correct copy of the Blonde Photograph.

17. On August 2, 2018, I registered the Blonde Photograph with the United States Copyright Office, under registration VA 2-114-445.

18. Submitted herewith as Exhibit I is a true and correct copy of the registration VA 2-114-445.

19. I am the sole author and exclusive rights holder of a beauty photograph of a model named Nabla (the "Nabla Photograph").

20. Submitted herewith as Exhibit J is a true and correct copy of the Nabla Photograph.

21. On August 23, 2018, I registered the Beauty Photograph with the

United States Copyright Office, under registration VA 2-116-904.

22. Submitted herewith as Exhibit K is a true and correct copy of the registration VA 2-116-904.

23. The Mae Photograph, the Hilda Photographs, the Blonde Photograph, and the Nabla Photograph shall collectively be referred to as the "Beauty Photographs".

24. On November 22, 2020, my licensing agent, Lauren Kelly, discovered my Beauty Photographs in five separate posts on Respondent's Facebook.

25. In two of the posts, Respondent used my Mae Photograph and one of the Hilda Photographs to promote a sale of Respondent's services: "BOGO 50% off waxing services! Clink link in bio to book" ("BOGO Infringements").

26. Attached hereto as Exhibit L is a true and screenshots of the BOGO Infringements.

27. The remaining Hilda Photograph, Blonde Photograph, and Nabla Photograph were used in posts on Respondent's Facebook whereby the goal was to promote and encourage sales of Respondent's services by providing high-quality, professionally-produced photographs to assist the viewer in visualizing the results that could be achieved through Respondent's services. ("Additional Infringements").

28. Attached hereto as Exhibit M are true and correct screenshots of the Additional Infringements.

29. The BOGO Infringements and the Additional Infringements shall be collectively referred to as the "Infringing Posts".

30. Shortly after my licensing agent discovered the Infringing Posts, she reached out to me to let me know that she did not have record of Respondent purchasing a license for use of my Beauty Photographs and to confirm that I

did not license the Beauty Photographs to the Respondent directly.

31. After I confirmed that I did not grant Respondent a license, my licensing agent attempted to resolve this claim directly with Respondent but was unable to do so.

32. At that point, it was referred to my attorneys Higbee & Associates, who also attempted to resolve this matter directly with Respondent, but was likewise unable to do so.

33. After attempts to resolve this without legal proceedings failed, this claim was filed on my behalf.

34. I never granted a license or otherwise gave permission to Respondent Carroll to use by Beauty Photographs in any manner.

35. I license my work for a fee, which is determined by usage type, duration of use, and the website/publication it will be used in.

36. I have previously licensed my work to beauty companies and beauty resellers for use in online social media posts, in store promotional advertisements, and direct to consumer advertisements.

37. In 2020, I licensed a single image to a skin care company for $5,600, for a 3 year staggered global license, which only allowed for the use of the photograph in a single industry market per year, and which included PR and global web usage rights, but no direct advertisement rights ("2020 License").

38. Attached hereto as Exhibit N is a true and correct copy of my 2020 license, with client information redacted.

39. In 2018, I licensed a single image to Canadian drug store for $9,700 for a 1-month license to use the image in 3 physical stores and in social media and email blasts that reached approximately 500,000 customers ("2018 License").

40. Submitted herewith as Exhibit O is a true and correct copy of the 2018 License, with client information redacted.

41. Because the Respondent in this action have used the Beauty Photographs without permission to enhance their commercial Facebook and market their services, I believe the licenses I have provided accurately exemplify the type of rates that Respondent would have been charged had they properly licensed my work.

I certify under penalty of perjury and under the laws of the United States that the foregoing is true and correct.

Executed on August 1 2024, in Adelberg, Germany.

Tamara Williams

Proof of Delivery

I hereby certify that on Monday, August 05, 2024, I provided a true and correct copy of the Witness Statement - Williams to the following:

Sabrina Carroll, represented by Sabrina Carroll, served via MANUALEEMAIL

Signed: /s/ Taryn R. Murray