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COPYRIGHT CLAIMS BOARD

GAVIN O'NEILL Claimant, - against – SABRINA CARROLL d/b/a SKY LOUNGE SKIN CARE Respondent.	Case No. 23-CCB-0381 **DECLARATION OF GAVIN O'NEILL**

I, Gavin O'Neill, 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 *Vogue*, *Marie Claire*, *Glamour*, *Cosmopolitan*, and *GQ*. Additionally, my work has been used commercially by brands such as Gillette, Olay, Garnier, KKW Beauty, L'Oreal, LUX, Rolls Royce, and many more.

7. I am the sole author and exclusive rights holder of a beauty photograph of a woman with a flower resting between her legs (the "Beauty Photograph").

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

9. On August 31, 2017, I registered the Beauty Photograph with the United States Copyright Office, under registration VA 2-066-264.

10. Submitted herewith as Exhibit E is a true and correct copy of the registration VA 2-066-264.

11. On November 22, 2020, my licensing agent, Lauren Kelly discovered my Beauty Photograph in a post on Respondent's Facebook ("Infringing Post").

12. Respondent published my Beauty Photograph on Respondent's Facebook with the caption "Remember today is BOGO 50% of off waxing services! Click the link in our bio to book your appointment today!".

13. Attached hereto as Exhibit F is a true and correct copy of the Infringing Post on Respondent's Facebook.

14. Shortly after Lauren Kelly discovered the Infringing Post, 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 Photograph and to confirm that I did not license the Beauty Photograph to the Respondent directly.

15. After I confirmed that I did not grant Respondent a license, my licensing agent reached out to Respondent to try to resolve this matter with them directly, but was unable to do so.

16. 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.

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

18. 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.

19. In 2019, I charged $16,500 for a six-month commercial license, which included 6 months of exclusivity to use of one of my images and use it on all digital platforms ("2019 License").

20. Attached hereto as Exhibit G is a true and correct copy of my 2019 License

21. In November 2018, I charged 1,000 Euros for an editorial license in a French magazine, which included a one-time non-exclusive right to publish the image in the magazine ("2018 License").

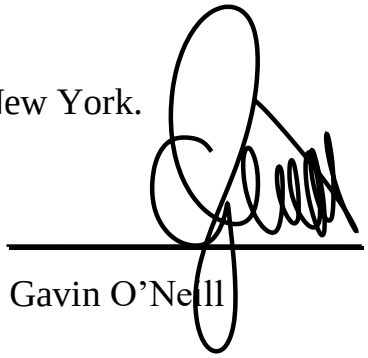
22. Attached hereto as Exhibit H is a true and correct copy of my 2018 License.

23. According to www.exchangerates.org.uk, on November 30 2018, the exchange rate for Euros to U.S. Dollars was 1 Euro = 1.14 USD, making the valuation for Exhibit H approximately $1,140 with the exchange rate.

24. Because the Respondent in this action have used the Beauty Photograph 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 ___ 2024, in Queens, New York.



Gavin O'Neill

Proof of Delivery

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

Sabrina Carroll, represented by Sabrina Carroll, served via MANUALEEMAIL

Signed: /s/ Taryn R. Murray