BEFORE THE COPYRIGHT CLAIMS BOARD
UNITED STATES COPYRIGHT OFFICE
Lunchbox Tattoo / John Bolger, *Respondent*,
v.
Andy Joel Rivera Aquino (aka Andy Joel), *Claimant*.
Docket No. 26-CCB-0018

RESPONDENT'S MASTER BRIEF AND STATEMENT OF DEFENSES

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- Exhibit O-2: Respondents cc'd Good-Faith discovery request.

I. PRELIMINARY STATEMENT
Respondent denies all allegations of copyright infringement. This claim is a meritless, retaliatory filing brought solely to leverage and escape a legitimate commercial debt totaling $1,400.00 ($1,300.00 in unpaid rent and $100.00 in converted studio funds from unauthorized

gift vouchers) currently being pursued in the Illinois Circuit Court (Case No. 2026SC001560). As shown in the Timeline of Conduct (**Exhibit A**) and Claimant's own written admissions (**Exhibit B**), his interest in "protecting" these works only emerged as a tactical deflection strategy once his financial misconduct and rent arrears were formally and legally challenged.

II. DEFENSE: EXPRESS AGREEMENT, IMPLIED LICENSE & INDUSTRY CONDUCT

1. **Express Oral Agreement on Image Usage:** At the commencement of the parties' professional relationship, it was explicitly agreed that in exchange for a reduced/standard booth fee and the shop's heavy marketing efforts, Respondent was authorized to use photos of past and current works done in the studio to maintain the shop's portfolio and social media presence. This was a material term of the verbal rental agreement.
2. **Proof of Consent (Exhibit C):** Consistent with the oral agreement, Claimant manually and affirmatively "liked" the contested works on the shop's TikTok feed immediately upon their posting in 2023. As proven by **Exhibit C**, these digital interactions trace directly back to Claimant's verified account, constituting clear affirmative conduct confirming the license.
3. **Promotional Benefit (Exhibit D):** Claimant knowingly accepted the income and marketing support generated by Respondent's brand infrastructure. As shown in the November 11 and November 13, 2022 Facebook advertisements (**Exhibit D**), Respondent actively drove walk-in business straight to Claimant's chair. Claimant cannot accept the financial profit of the shop's promotion and later claim the promotion itself was an infringement.
4. **Industry Standard Practice & Selective Filtering (Exhibit F):** Claimant has a multi-year, ongoing history of at least 10 years permitting every studio host he associates with to publish his work for identical marketing purposes. As shown in the commercial marketing and booking materials for Sacred Pain Puerto Rico, Electric Art Tattoos Kenosha, All or Nothing Tattoo, and Competition Tattoo, his former employers (**Exhibit F**), multiple competing facilities openly utilize his portfolio imagery. Crucially, the All or Nothing Records demonstrate a historical pattern dating back 10 years, proving Claimant actively relied on host studios utilizing his portfolio imagery to fill his appointment books ("book with @andyjoel... Only 1 slot left!!!!"). His silent, multi-year acquiescence across the industry proves a settled course of conduct and standard implied licensing. Furthermore, within the scope of this implied license, Respondent maintained the standard operational right to format, adjust, optimize lighting, and remove external handles or watermarks to match the studio's uniform corporate brand aesthetic.

III. DEFENSE: ECONOMIC REALITY & UNJUST ENRICHMENT

Claimant was fully integrated into the shop's infrastructure. He utilized Respondent's 20-year reputation, licensing, physical facility, and booking page to acquire nearly all of his local clientele. To claim infringement now while he continues to benefit from that same clientele at his new studio is an attempt at unjust enrichment and a violation of the established course of dealing between the parties.

IV. DEFENSE: LACK OF WILLFULNESS & PROFESSIONAL ACCOMMODATION

1. **Professional Courtesy (Exhibit I):** Respondent explicitly allowed Claimant to remain working at Lunchbox Tattoo, utilizing shop equipment and the shop's brand, specifically to ensure he had stable income until his new studio plans were operational (**Exhibit I**).
2. **Business Necessity & Mitigation (Exhibit B):** As documented in the email exchange dated January 30, 2025 (**Exhibit B**), Respondent performed essential calendar management only because the Claimant frequently failed to appear for scheduled appointments. To maintain the 20-year professional reputation of Lunchbox Tattoo and ensure clients were not neglected, Respondent had to manage the calendar to accommodate the Claimant's documented unreliability—actions the Claimant now falsely characterizes as "sabotage" to justify his rent arrears.

3. **Immediate Remediation:** Upon formal notice, Respondent immediately removed all contested posts out of professional courtesy, while other past employers still have the Claimant's photos online. These photos were hosted for a limited duration and solely for the Claimant's professional benefit.
4. **Mitigation of Financial Deception (Exhibit H):** To protect the shop's reputation, Respondent was forced to honor unauthorized "shadow" gift certificates sold privately by the Claimant. As shown in **Exhibit H**, Claimant produced custom gift certificates featuring his private phone line and personal domain to intercept shop funds. Furthermore, studio logs confirm Respondent's facility hosted client Christine Scott on June 19, 2025, performing a highly detailed dog portrait tattoo at a total financial loss to honor a private $100 voucher pocketed entirely by the Claimant.

V. NOTICE OF LATE REGISTRATION & DAMAGES CAPS

Statutory Limitation (Exhibit E): As shown in **Exhibit E** (Registration No. VA 2-458-282), the copyright registration was made on August 13, 2025—nearly three years after the first publication of the works (Nov 13, 2022). Under 17 U.S.C. § 412, Claimant's failure to register within the statutory 3-month window strictly bars him from recovering statutory damages or attorney's fees, limiting him solely to actual economic losses, which are non-existent [17 U.S.C. § 412].

VI. REQUEST FOR BAD FAITH FINDING (17 U.S.C. § 1506(y))

Respondent requests the Board find this claim was brought in Bad Faith based on a documented pattern of financial, professional, and legal deception:

- **False Service Representations to the Board (Exhibit A-2):** As documented in the Board's April 28, 2026 Order (**Exhibit A-2**), Claimant demonstrated a willingness to mislead this tribunal early in these proceedings. Claimant falsely represented that Respondent had been properly served on March 5 and claimed Respondent tore up the legal materials. Respondent successfully disproved this narrative by submitting physical visual evidence of the incomplete, single torn page actually delivered, forcing the Board to reject Claimant's claims and extend the opt-out period.
- **Evading Lawful Process & Documented Sheriff Service (Exhibit L):** Claimant has engaged in a prolonged, documented pattern of attempting to evade service for his underlying commercial debt in the Illinois Circuit Court. As detailed in the May 30, 2026 Affidavit of Non-Service (**Exhibit K**), a professional private process server was forced to execute nine (9) separate unsuccessful attempts across two months at Claimant's Waterford, Wisconsin residence due to Claimant actively concealing himself behind closed window curtains. To break through this intentional evasion, Respondent was forced to secure an Alias Summons and enlist the power of government law enforcement. As proven by the official Return of Service (**Exhibit L**), the Racine County Sheriff's Department successfully tracked down and personally served the Claimant at that exact same Waterford, Wisconsin residence on June 15, 2026. This official law enforcement record completely validates the private process server's logs, proving that Claimant was actively hiding to dodge his real-world debts while concurrently executing a meritless $15,000 federal claim.
- **Documented Ongoing Concealment & Tactical Re-emergence (Exhibit K-2):** As proven by **Exhibit K-2**, Claimant has engaged in an intentional pattern of hiding his physical whereabouts while managing his active online business footprint. After keeping his social media channels completely dark to avoid tracking, Claimant tactically re-emerged online on June 17, 2026—exactly two days after being tracked down and personally served by the County Sheriff. On that date, Claimant published a live commercial tattoo portfolio update on his public Facebook feed, explicitly tagging his location at a private studio in Greenfield, Wisconsin. This digital record confirms Claimant is actively operating out of the exact commercial facility where he had successfully hidden from process servers, proving he is

intentionally concealing his presence from local creditors while weaponizing the eCCB portal [17 U.S.C. § 1506(y)].

- **Judicial Admissions of Contractual Terms vs. Manufactured Claims:** During the August 14, 2026 state court trial (McHenry County Case No. 2026SC001560), the Claimant explicitly admitted under oath that a binding commercial rental agreement existed between the parties. Per the established terms of this tenancy, the Claimant was obligated to pay a baseline fee of $900.00 at the end of each month, from which customer deposit credits were subtracted to determine the rolling balance. The Claimant's current federal copyright claim is a bad-faith fabrication directly contradicted by his own state-court admissions. The physical evidence proves that rather than honoring this agreed-upon structure, the Claimant executed a total payment flatline in December 2024 and January 2025, initiating an unauthorized rent strike while continuing to physically occupy the studio space (**Exhibits M-4 and M-5**).
- **Fraudulent Manipulation of Settlement Timestamps Disproven by Third-Party Banking Records:** In an attempt to construct a fraudulent defense to his commercial lease arrears during the state court trial, the Claimant submitted an unverified spreadsheet listing a $600.00 rent payment clearing on Monday, December 2, 2024, as an independent credit for December's rent. The Respondent completely refutes this representation as a bad-faith fabrication through third-party financial records and established courses of conduct. Automated notification logs from Huntington Bank conclusively establish that the $600.00 transaction in question was initiated by ANDY J RIVERA AQUINO on Saturday, November 30, 2024, at 5:13 PM ET (**Exhibit N**). Because the lease terms dictated that obligations were to be paid at the end of the month, this timestamp aligns perfectly with the Claimant's hand-inked entry on the studio's physical November 30 calendar grid box satisfying November's rent obligations (**Exhibit M-3**). The subsequent December ledger reflects a complete payment flatline, causing a $650.00 balance to carry into January 2025 (**Exhibit M-4**). The Claimant's attempt to leverage a standard 48-hour weekend banking settlement window to double-count a November rent transaction constitutes an intentional misrepresentation to a judicial tribunal.
- **The Circular Implosion of Claimant's Rent Strike Mathematics:** The Claimant's financial manipulation collapses under basic arithmetic. Even if the Claimant attempts to alter his state court narrative to match the Respondent's automated bank metadata—conceding that the Monday, December 2, 2024 bank clearing stamp was legally and factually satisfying his November lease obligations (**Exhibit N**)—his liability remains entirely unchanged. Under either scenario, the Claimant is short a full month of base rent. If the $600.00 was applied forward to December, his November ledger sits at a $600.00 deficit; if it is correctly applied to November, his December ledger sits at a $600.00 deficit. By attempting to use a standard 48-hour weekend banking settlement window to double-count a single transaction, the Claimant is attempting a mathematical impossibility. The Respondent's file-stamped business ledger (**Exhibits M-3 through M-5**) and certified banking statements prove a continuous payment flatline following that single settlement, confirming that an absolute debt baseline of $1,300.00 in unpaid rent remains active and entirely unsatisfied.
- **Physical Impeachment of Claimant's Pleading Ignorance and Continuity of Occupation:** The Claimant's state court testimony asserting he "had no knowledge of balances owed" and "owed nothing" for January 2025 is conclusively unmasked as perjury through physical handwriting evidence. The trial record establishes that on November 30, 2024, the Claimant physically wrote his own transaction update (marking his "Zelle" payment execution) directly onto the Respondent's physical studio calendar grid (**Exhibit M-3**), proving he possessed unrestricted, daily access to the rolling business tracking logs and actively participated in writing the notations himself. Furthermore, this narrative is completely shattered by the Claimant's own physical handwriting on the January 24, 2025 grid box, where he manually logged a $100.00 deposit transaction (**Exhibit M-5**). This handwriting tracking proves continuous physical occupation of the commercial studio space by the Claimant through late

January 2025, establishing clear, real-time notice of the accumulating base debt structure (**Exhibit M-5**).

- **Open-Court Admissions of Systematic Business Poaching and Commercial Conversion:** The Claimant's bad-faith posture is a matter of absolute judicial record. When confronted during the state court trial with physical proof of his deceptive commercial operations, the Claimant was physically impressed when the Respondent demonstrated the existence of multiple, distinct $100.00 unauthorized gift vouchers written to different customers in different handwriting, completely exploding the Claimant's testimony under oath that he "only knew of one" (**Exhibit M-5**). Cornered by this visual demonstration, the Claimant defiantly argued into the courtroom microphone that because the unauthorized cards carried his private cell phone number and personal domain (hellomynameisandy.com), customers "could have just called him" to perform the work elsewhere after he vacated the studio. The Claimant explicitly confessed under oath to a scheme of active commercial siphoning—using the Respondent's brick-and-mortar infrastructure to harvest upfront cash from consumers, with the pre-planned intent to divert those clients away from the shop they believed they were purchasing services from, all while executing an active rent strike.
- **Refusal of Reasonable Settlements and Multi-Tiered Rejection of Equity:** The Claimant's bad-faith intent to financially harass the Respondent is conclusively cemented by his repeated rejection of comprehensive, good-faith settlement offers. As documented on the permanent record, the Respondent extended multiple professional "walk away" settlement offers to resolve all outstanding disputes. The final, formal offer explicitly proposed to completely waive and forgive the Claimant's active $1,400.00 state-court commercial studio lease debt in exchange for a mutual release and dismissal of this meritless federal copyright claim. Despite being explicitly warned that ongoing frivolous litigation would result in a statutory bad-faith cost request under 17 U.S.C. § 1506(y), the Claimant rejected this total financial debt forgiveness three separate times. The Claimant's ongoing refusal to accept an absolute financial compromise proves his objective is targeted economic harassment rather than a bona fide effort to protect a work.
- **Claimant's Written Refusal and Absolute Concealment of Trial Evidence:** The Claimant's pattern of administrative bad faith extended directly into discovery following the conclusion of the state court trial. On Monday, August 17, 2026, at 8:42 AM, the Respondent issued a formal, good-faith request directly to the Claimant—with the Copyright Claims Board explicitly CC'd on the transmission—seeking matching copies of the unverified spreadsheet and voucher exhibits the Claimant handed to the bench without providing required service copies to the Respondent (**Exhibit O**). The Claimant's formal email response explicitly objected to and rejected this disclosure [image_hPf3U0.png]. Because the Claimant allowed his hard compliance window to completely lapse at 5:00 PM CST with zero files transmitted, this roadblock stands as a completed, final act of evidence suppression. The Respondent respectfully requests that this Board apply an Adverse Inference under 37 C.F.R. § 222.3, accepting the Respondent's accurate recollection of the Claimant's spreadsheet misrepresentations as established, undisputed fact.
- **Claimant's Blatant Jurisdictional Contradiction & Judicial Estoppel:** The deceptive nature of the Claimant's litigation posture is conclusively unmasked by comparing his official docket statements against his written discovery refusals. In his formal email objection dated August 18, 2026 (**Exhibit O**), the Claimant explicitly refused to produce his state court payment spreadsheet and gift card exhibits, hiding behind the assertion that the state case is a *"proceeding separate from the copyright infringement claims before the Copyright Claims Board"* [image_hPf3U0.png]. This objection is a complete fabrication directly contradicted by the Claimant's own prior submissions to this tribunal. In his official filed response to the Board dated July 11, 2026 (**Document 16**), the Claimant explicitly brought the separate Illinois state court case straight onto this federal docket himself, writing, *"I ask the Board to consider... an independent small claims action against me in Illinois"* to assist the Board in

evaluating procedural conduct [image_SwLAo3.png]. The Claimant cannot legally or equitably argue that the Illinois civil transaction is an invisible, irrelevant secret to block the Respondent's Unclean Hands affirmative defense on Monday, when he formally weaponized that exact same state proceeding under his own signature to influence this Board weeks prior.

- **Weaponized Defamation (Exhibit J):** Immediately after being confronted regarding his financial debt, Claimant posted a Google Review calling Respondent a "thief" and claiming Respondent "stole" his pictures (**Exhibit J**). Google subsequently removed this review for violating their harassment and misrepresentation policies. The specific, hostile tone and explicit profanity utilized by the Claimant in his private email responses rejecting legitimate rent demands directly track the aggressive, retaliatory language utilized in his defamatory, removed review.
- **Fraudulent Payment & Attempted Flight:** Upon being caught attempting an unannounced after-hours move-out, Claimant presented a Zelle payment confirmation to Respondent's face to satisfy the arrears after the Respondent had assisted him in loading his truck. This confirmation was fraudulent; the funds were never sent.
- **Selective Targeting & Expedited Track Rejection (Exhibit F & Exhibit E):** Claimant permits direct market competitors—specifically Electric Art Tattoos Kenosha, All Or Nothing Tattoo, and Competition Tattoo, his former employers where his work was posted and still is posted in the exact same manner (**Exhibit F**)—to prominently display his portfolio on their digital business pages for commercial marketing without threat of litigation. Despite these promotional posts remaining active online for up to ten years, Claimant has selectively targeted only the Respondent. Crucially, as documented in the official eCCB filing record (**Exhibit E**), Claimant explicitly rejected the Board's expedited "smaller claims" proceeding and its $5,000 monetary limit. By affirmatively selecting "No" to the smaller track, Claimant chose to escalate this matter into a standard proceeding to leverage a maximum $15,000 claim against Respondent's small business, proving his intent is targeted financial harassment.

CONCLUSION

The evidence demonstrates a clear and consistent pattern: the Claimant utilized the Respondent’s reputation and facility to build his career, agreeing to the use of his work photos as part of his shop placement. He now attempts to flee his financial obligations through unauthorized "shadow" sales, evasive legal maneuvering, and misleading payment representations. When held accountable for his $1,400.00 debt, the Claimant filed this $15,000 copyright claim as a retaliatory "smokescreen."

Because the Respondent has proven a clear Express and Implied License, Immediate Remediation, and a universal Industry Course of Conduct, the Respondent respectfully requests that the Board dismiss the claim in its entirety. Furthermore, based on the documented evidence of the Claimant's bad faith, Respondent requests an award of $2,500 in costs pursuant to 17 U.S.C. § 1506(y).

Respectfully submitted,

/s/ John Bolger

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