

**From:** [REDACTED]  
**To:** [FN-OMB-IntellectualProperty](#)  
**Subject:** Attention: Ms. Espinel and the Obama Administration  
**Date:** Thursday, March 18, 2010 4:41:56 PM

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*"The Copyright Alliance has informed me of this welcome invitation from the Obama Administration to share my thoughts on my rights as a creator."*

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Dear Ms. Espinel and the Obama Administration,

I write to you today as a pianist, composer, producer, law student, and victim of copyright infringement.

In 2008, I produced a television commercial for a local nonprofit organization's annual fundraiser. I delivered, via e-mail attachment, unedited and final edited versions (mp4 format) of the deliverable to the nonprofit client. I received notice from client's agent that my work was not "professional." The client apparently had something different in mind. I registered my original composition, contained in the TV: 30 Spot / deliverable, with the United States Copyright Office.

Shortly thereafter, the client aired a commercial for the annual, animal rights fundraiser during the summer Olympic games. Said commercial contained substantially similar music (i.e., measures, harmony, melody, instrumental arrangement, pitch series -- *my original, tangible expressions*) and frame sequences (i.e., my creative frame placements / arrangement -- and selected frames -- not previously outlined in the client's Creative Brief). I received no compensation or title credit.

I believe that my electronically delivered deliverable / work product was sent, upon client's material breach of the written contract, to a "professional" advertising firm, whereupon, said advertising firm "temp-tracked" my work product. Succinctly stated, my original, registered composition -- and visual frame sequences -- were used as the basis for a substantially similar, synchronous, timed-relation, TV: 30 Spot derivative commercial.

Temp-tracking unlicensed songs is a common practice. However, as I am sure you are well aware, under current copyright law (Title 17 Section 106), *authors have the exclusive right to determine who can use their copyrighted work(s). Written consent must be obtained.*

The client refused to pay me the full amount of the contract.

As I did not have the time, nor resources, to pursue my copyright infringement claim in federal court, I filed a "breach of contract" and "consumer protection" claim in Small Claims Court. Though I did not receive monetary damages in the full amount of the contract, I received judgment in my favor.

The animal rights nonprofit organization / client, however, raised over \$300,000 for their annual "Walk For Animals" fundraiser in Massachusetts. I can only surmise that the amount of donations generated from the airing of the substantially similar derivative work, based on my registered composition and audio-visual deliverable, accounted for more than my \$1,000

Small Claims award.

Thus, I write to you today, Ms. Espinel, as a victim of modern-day copyright infringement. I was recently featured in "The National Jurist" magazine for helping indigent artists of all disciplines -- particularly, a musician by the name of Bart Steele who suffered the same "temp-track fate" as me, *but on a global scale, involving approximately 20 corporations.*

I hope my story, and Mr. Steele's story, will aid American composers in our common endeavor to preserve our constitutionally guaranteed rights.

Sincerely,

Jonathan Yasuda  
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*Professional Musician*  
*Student of New England Law | Boston*