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May 10, 2025

Re: Notice of Copyright Infringement and Demand for Settlement

Dear Mr. Loomba,

I am writing to inform you that your actions in relation to an article published on my website, Words in Edgewise (<https://www.robertcox.ie>), constitute copyright infringement under U.S. copyright law. As the sole owner of the copyright to the article (text and

images) titled *My Response to Lawfare by Dawn Warren, Adam Salgado, and the City of New Rochelle* (<https://www.robertcox.ie/my-response-to-lawfare-by-dawn-warren-adam-salgado-and-the-city-of-new-rochelle-2/>), published on January 6, 2025, I am entitled to exclusive rights to reproduce and distribute the work.

Your unauthorized reproduction and distribution of the Article have violated these rights, as well as the Terms of Service governing your subscription to my website. I demand that you cease further infringement and propose a settlement to resolve this matter amicably.

Factual Background

The Article is accessible exclusively to subscribers behind a paywall on my website, requiring a paid subscription to view. On or about January 6, 2025, you purchased a subscription to Words in Edgewise, thereby agreeing to the Terms of Service available at <https://www.robertcox.ie/terms-of-service/>.

These Terms grant subscribers a limited license to use the Materials (including the Article) for personal, non-commercial use only, explicitly prohibiting reproduction and distribution without my express permission. Specifically, the “Ownership and Restrictions on Use” section states:

“Subject to your compliance with these Terms of Use, we grant you a limited license to use the Site and Materials for your personal use only; provided that you may not use, reproduce, modify, display, publicly perform, distribute, create derivative works of or circumvent any technological measure that effectively controls access to the Site and/or Materials in any way including, without limitation, by manual or automatic device or process, for any purpose.”

Additionally, the “Code of Conduct” section prohibits:

“upload, post, email, transmit or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.”

Despite these restrictions, you converted the Article into a PDF format—an act of reproduction—and distributed the PDF to lawyers at your firm and municipal officials, none of whom are subscribers to Words in Edgewise. These actions were taken without my authorization, in direct violation of my exclusive rights under 17 U.S.C. § 106 and the Terms of Service, specifically the “Ownership and Restrictions on Use” and “Code of Conduct” sections.

Legal Violation

Your actions constitute copyright infringement under U.S. law. By reproducing and distributing the Article without permission, you have infringed my exclusive rights to reproduction and distribution. Furthermore, your actions undermine the paywall model of my website, causing market harm by depriving me of potential subscription revenue from the recipients of the PDF, who accessed the Article without paying the required fee.

The fair use defense under 17 U.S.C. § 107 does not apply here. Your use was not transformative, as it involved internal distribution for legal strategy rather than criticism, commentary, or education. The Article is a creative work behind a paywall, the entire work was copied, and your distribution directly harmed the market for my subscription-based content.

Additionally, your actions breached the Terms of Service, providing a separate contractual basis for liability. The Terms of Service explicitly state that violations, including unauthorized reproduction or distribution, constitute a material breach, and Words in Edgewise reserves the right to pursue remedies, including termination of access and le-

gal action, as outlined in the “Suspected Violation of these Terms or Law; Injunctive, Equitable Relief, and Liquidated Damages” section.

Damages and Demand for Settlement

As a result of your infringement, I have suffered damages, including but not limited to lost subscription revenue for each recipient of the PDF who accessed the Article without subscribing. Given the limited distribution to your firm and municipal officials, I estimate at least five (5) individuals accessed the Article without payment, though the number may be higher if the PDF was forwarded to others without my knowledge. I expect you to ascertain the total number of people who received the PDF you created and provide me that figure but for purposes of settlement I will estimate an additional five (5) individuals accessed the Article without payment for a total of ten (10) individuals. At the subscription rate of \$70 annually, this represents a direct loss of at least \$700. Additionally, your actions have caused harm to my content distribution model and incurred other costs, including legal expenses to address this infringement.

To avoid litigation, I propose a settlement to resolve this matter. I demand the following:

1. Cessation of Infringement: You must immediately cease any further reproduction, distribution, or use of the Article and confirm in writing that all copies of the PDF have been destroyed.
 - 1.2. Settlement Payment: A payment of \$2,100 to compensate for the damages caused by your infringement, including lost subscription revenue, harm to my content distribution model based on a 3X multiple of \$700 in lost subscriptions.

- 1.3. Written Agreement: A signed agreement acknowledging your infringement and agreeing not to engage in similar actions in the future.

Please respond to this letter in writing by **May 24, 2025**, confirming your compliance with these demands and your willingness to settle. Payment should be made via Electronic Funds Transfer, with banking details to be provided upon receipt of a letter expressing your willingness to settle.

Next Steps

If I do not receive a satisfactory response by the above deadline, I am prepared to take further action to protect my rights. This may include filing a copyright infringement lawsuit in the appropriate U.S. federal court, seeking statutory damages of up to \$150,000 per work for willful infringement (as the Article is eligible for registration with the U.S. Copyright Office), as well as attorney's fees and costs. I may also pursue a breach-of-contract claim based on your violation of the Terms of Service.

The Terms of Service also permit Words in Edgewise to terminate your access to the Site and pursue injunctive or equitable relief for violations, as noted in the "Suspected Violation of these Terms or Law; Injunctive, Equitable Relief, and Liquidated Damages" section. Furthermore, any disputes arising from this matter are subject to the "Arbitration Agreement" in the Terms of Service, which mandates binding arbitration administered by JAMS or the AAA, unless I opt to bring suit in court to enjoin infringement of intellectual property rights.

I urge you to treat this matter with the seriousness it deserves and to respond promptly to avoid escalation. I am hopeful we can resolve this matter without litigation.

Please direct all correspondence to me at the address or email listed above.

Sincerely,



Robert Cox

Words in Edgewise