
T-Shirt Designs

Kody Valera <info@k10-media.com>
To: Geoff Kuhn <geoff@teamwittcustoms.com>

Wed, Aug 27, 2025 at 3:39 PM

As I have made clear in multiple emails ignored by both you and Kirby; you do not own the rights to any of the artwork I created as an independent contractor. You have disregarded repeated explanations of intellectual property law and several opportunities to purchase those rights, all while leaving your final invoice nearly 60 days overdue.

It is unlawful and highly unprofessional for Nikki to solicit a vendor to violate copyright law on your behalf. I will not release any artwork files under any circumstances without full payment of your outstanding balance, in addition to advance payment for the specific rights you intend to purchase.

Any unauthorized reproduction or distribution of my work will result in immediate legal action. For your reference, I am forwarding one of the many emails with the IP rights explained and purchase terms that I previously sent on multiple occasions.

Be advised: as stated in earlier correspondence, all videos and photos have already been deleted after you failed to act within the timeline I gave you.

Kody

Begin forwarded message:

From: Kody Valera <info@k10-media.com>
Date: July 21, 2025 at 2:55:45 PM CDT
To: Kirby Witt <kirby@teamwittcustoms.com>, Geoff Kuhn <geoff@teamwittcustoms.com>
Subject: Action Required - Invoice 6 days past due

Kirby and G1,

Your invoice for July 1-15 is **overdue and requires immediate payment**. My attempts to resolve this have been repeatedly ignored:

- **July 8:** Final invoice and licensing agreement sent.
- **July 11:** Payment requested via Geoff Kuhn upon key return; none provided, despite assurances.
- **July 12:** Reminder email bounced due to your DNS change.
- **July 14:** Payment/licensing reminder sent to Geoff.
- **July 15:** Payment due; Venmo reminder sent.
- **July 17:** Invoice two days past due; no licensing decision communicated.
- **July 19:** Licensing deadline passed; no communication. Most files associated with your business have been deleted.
- **Today, July 21:** Invoice is six days past due.

Be advised: Under **U.S. Intellectual Property Law**, I retain **exclusive ownership** of all content I authored. You do not have the right to use or reproduce anything that I created including TWOR logos and Designs, photos, t-shirt designs, marketing collateral (example trifold brochures).
*See below for further information.

Immediate resolution of all outstanding financial obligations is required to conclude our business relationship. Your consistent evasion and lack of communication in settling these debts are duly noted.

This letter is issued without prejudice and does not waive any rights or remedies available to me under the law.

Sincerely,

Kody Valera

K10 Media

info@k10media.com

Be advised: Under **U.S. Intellectual Property (IP) Law**, specifically **Copyright Law (Title 17, U.S. Code)**, I, as the creator, **retain exclusive ownership** of all original content I authored for your company. This includes, but is not limited to, **TWOR logos and designs, all photography and videography, t-shirt designs, and marketing collateral such as trifold brochures.**

It's a common misconception that when a **contractor** creates work for a client, the client automatically owns the rights. This is **not true**, unless a specific **"work for hire" agreement** (a legally defined term) is explicitly signed, or a written agreement is in place to **transfer or license** these rights, the copyright and thus the ownership remains with the creator. In this instance, no such "work for hire" agreement was executed, nor were my rights as the creator ever signed over or properly licensed to you as you have repeatedly ignored all attempts to do so.

LIMITED WINDOW FOR LICENSING (EXPIRES AUGUST 1, 2025)

I am offering one final opportunity to secure legal usage rights and to also obtain the print files for the following:

LOGOS (Exclusive License)

- **TWOR Logo + Variations:** \$2,500 flat fee (exclusive, royalty-free license)

T-SHIRT DESIGNS (Per Design)

- **Option A:** \$1,000 + 3% monthly royalty (with sales reporting)

- **Option B:** \$2,000 flat fee (exclusive ownership, royalty waived)

PRINT REPRODUCTION RIGHTS

- Trifold Brochure: \$2,000
- Rack Card: \$1,500
- Business Card: \$500
- Lanyard: \$500
- License Plate Brackets: \$500
- Canopy/Flags/Tablecloth: \$1,500

STICKERS (Per Design)

- **Option A:** \$250 + 3% monthly royalty (with sales reporting)
- **Option B:** \$500 exclusive license