

1 BROWN RUDNICK LLP  
DANIEL A. ROZANSKY (#161647)  
2 drozansky@brownrudnick.com  
2121 Avenue of the Stars, Suite 720  
3 Los Angeles, California 90067  
Telephone: (424) 525-0200  
4 Facsimile: (424) 525-0201

5 Michael R. Graif  
Seven Times Square, 46<sup>th</sup> Floor  
6 New York, NY 10026  
Tel.: 212-209-4800  
7 mgraif@brownrudnick.com

8 Katherine C. Dearing (*pro hac vice to be filed*)  
1900 N Street, Fourth Floor  
9 Washington, D.C. 20036  
Tel.: 202-536-1700  
10 kdearing@brownrudnick.com

11 Attorneys for Plaintiff  
Rapid Relief Team (RRT) Ltd.

12 **UNITED STATES DISTRICT COURT**  
13 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
14

15 Rapid Relief Team (RRT) Ltd.,  
16 Plaintiff,

17 v.

18 Cheryl Bawtinheimer,  
19 Defendant.

Case No. 3:25-cv-10864-SK  
JUDGE: Hon. Sallie Kim

**FIRST AMENDED COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiff Rapid Relief Team (RRT) Ltd. (“**Plaintiff**” or “**RRT**”), by and through its  
2 attorneys Brown Rudnick LLP, for its First Amended Complaint against defendant Cheryl  
3 Bawtinheimer (“**Defendant**”), alleges, on knowledge as to its own actions, and otherwise on  
4 information and belief, as follows:

5 **PRELIMINARY STATEMENT**

6 1. Plaintiff brings this action seeking injunctive and monetary relief for Defendant’s  
7 intentional infringement of Plaintiff’s copyright in Plaintiff’s copyrighted stylized bird logo known  
8 as the RRT Cookie Bird (the “**Copyrighted Work**”), shown below.



15 2. Founded in 2013 in Sydney, Australia by the Plymouth Brethren Christian Church,  
16 Plaintiff RRT is a global charitable relief organization offering compassionate support to  
17 communities impacted by national disasters and humanitarian crises. RRT’s network extends through  
18 thousands of volunteers in at least 14 countries, including the United States.

19 3. The Copyrighted Work was authored by Jose Gilberto Gonzalez D’Oporto and  
20 Rodrigo Clapano in 2019. Mr. D’Oporto was a contractor who assigned his rights in the work to  
21 Shepherds Bay Personnel Pty Ltd (“**SBP**”) in New South Wales, Australia, and Mr. Clapano was an  
22 employee of SBP, rendering SBP the owner of the Copyrighted Work by operation of Australian law.  
23 SBP assigned to RRT the copyright in the Copyrighted Work on September 9, 2025. As a result,  
24 Plaintiff is the owner by assignment of all copyright rights in the Copyrighted Work.

25 4. The Copyrighted Work was first published as a foreign copyrighted work on May 9,  
26 2019 on RRT in New Zealand’s social media pages and subsequently on May 10, 2019 on the United  
27 Kingdom page of the global RRT website, <https://www.rrtglobal.com>. Since creation of the  
28 Copyrighted Work, Plaintiff has published and otherwise publicly and prominently displayed the

1 Copyrighted Work on its merchandise, in its promotional materials, and on its website, as shown  
2 below.



15 5. All of the claims asserted herein arise out of and are based on Defendant’s  
16 reproduction and use of the Copyrighted Work without Plaintiff’s consent. Plaintiff sues for  
17 copyright infringement under the United States Copyright Act of 1976, as amended (the “Copyright  
18 Act”), 17 U.S.C. § 101 et seq.

19 6. Plaintiff seeks all remedies afforded by the Copyright Act, including preliminary and  
20 permanent injunctive relief, Plaintiff’s damages and Defendant’s profits from Defendant’s willfully  
21 infringing conduct, and other monetary relief.

22 **JURISDICTION AND VENUE**

23 7. This court has jurisdiction over this copyright infringement action pursuant to 28  
24 U.S.C. §§ 1331, 1332(a), and 1338(a).

25 8. Defendant expressly consented to jurisdiction of “the Federal District Court for the  
26 district in which my address is located, or if my address is outside of the United States, the judicial  
27 district in which YouTube is located...” in the counter-notifications that she submitted on December  
28 7 and 14, 2025 and on January 30, 2026 to YouTube pursuant to the Digital Millenium Copyright

1 Act (“**D.M.C.A.**”), 17 U.S.C. §512(g)(3). According to its terms of service, available at  
2 <https://www.youtube.com/t/terms>, YouTube is located at 1600 Amphitheatre Parkway, Mountain  
3 View, California 94043. Those terms state that users of YouTube submit to jurisdiction of federal  
4 and state courts in Santa Clara County, California.

5 9. Venue is proper in this district under 28 U.S.C. § 1391(b)(3) because Defendant is  
6 subject to personal jurisdiction in this district regarding this action, and there is no other district in  
7 which the action may otherwise be brought.

8 **PARTIES**

9 10. Plaintiff Rapid Relief Team (RRT) Ltd., is a registered charity formed under the laws  
10 of Australia, with a business address of L6, 10 Herb Elliott Ave, Sydney Olympic  
11 Park, New South Wales, 2127. Plaintiff’s charitable efforts and initiatives extend globally,  
12 including in the United States through Rapid Relief Team LLC, an Ohio limited liability company  
13 with a business address of 100 Challenger Rd, Suite 114, Ridgefield Park, NJ 07660.

14 11. On information and belief, Defendant Cheryl Bawtinheimer is an individual residing  
15 at 219 Davison Drive, Red Deer, AB T4R 2E6, Canada. On information and belief, Defendant is a  
16 citizen of Canada.

17 **FACTS**

18 A. **Plaintiff and its Copyrighted Work**

19 12. On or around February 13, 2019, Jose Gilberto Gonzalez D’Oporto and Rodrigo  
20 Clapano authored the Copyrighted Work. Mr. D’Oporto was a contractor who assigned his rights in  
21 the work to SBP in New South Wales, Australia, and Mr. Clapano was an employee of SBP,  
22 rendering SBP the owner of the Copyrighted Work by operation of Australian law. The Copyrighted  
23 Work depicts RRT’s bird logo Cookie the Kookaburra, which was created to act as a global  
24 ambassador and help create emotional connections with its beneficiaries.

25 13. The Copyrighted Work was first published as a foreign copyrighted work on May 9,  
26 2019 on RRT in New Zealand’s social media pages and subsequently on May 10, 2019 on the United  
27 Kingdom page of the global RRT website, <https://www.rrtglobal.com>, all of which occurred before  
28 the Copyrighted Work was first published in the United States.

1           14.     On September 9, 2025, Plaintiff and SBP entered into a written agreement pursuant  
2 to which SBP assigned to Plaintiff all copyright rights in the Copyrighted Work. A true and correct  
3 reproduction of the Copyrighted Work is attached hereto as **Exhibit 1**. A true and correct copy of the  
4 assignment agreement is attached hereto as **Exhibit 2**.

5           15.     The Copyrighted Work is wholly original, and Plaintiff is the exclusive owner by  
6 assignment of all rights, title, and interest, including all rights under copyright, in the Copyrighted  
7 Work.

8           16.     Plaintiff has displayed and currently displays the Copyrighted Work on the Rapid  
9 Relief Team’s website, <https://www.rrtglobal.org>. Plaintiff has also displayed the Copyrighted Work  
10 on a variety of goods, including promotional materials, food boxes, care kits, apparel, tents, and other  
11 promotional items.

12 **B.     Defendant’s Infringing Conduct**

13           17.     On information and belief, Defendant is or was, at the relevant time, engaged in the  
14 creation and production of the “Get a Life Podcast” channel on YouTube.

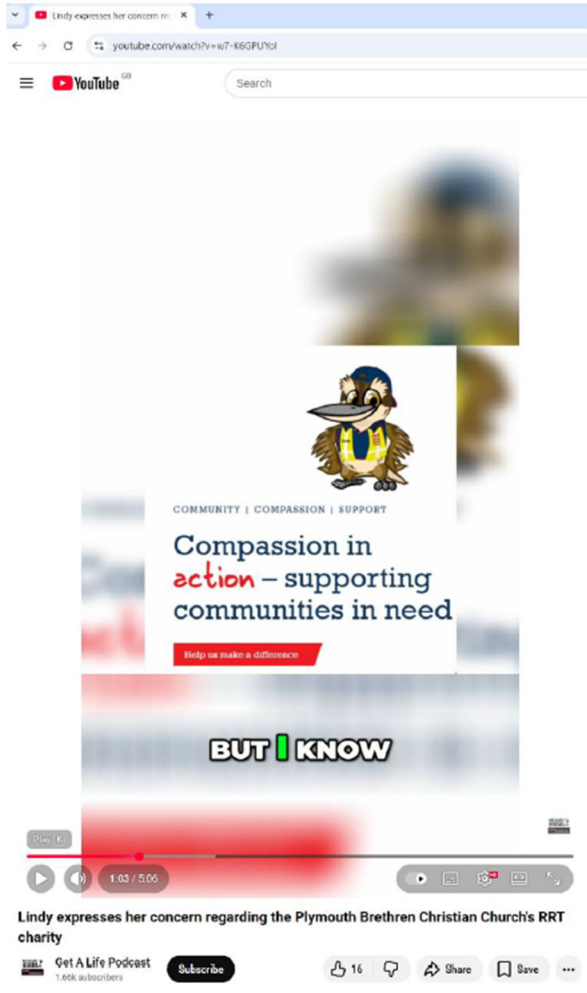
15           18.     On information and belief, Defendant is or was, at the relevant time, also engaged in  
16 the creation and production of the “Rapid Relief Team – Exposed” channel on YouTube.

17           19.     On information and belief, Defendant has, without Plaintiff’s authorization, consent,  
18 or knowledge, and without any compensation to Plaintiff, reproduced the Copyrighted Work in  
19 multiple videos listed in Paragraphs 20, 24, 26, 28-29, 31, and 33 of this First Amended Complaint  
20 on both the “Get a Life Podcast” and “Rapid Relief Team – Exposed” channels (the “**Infringing**  
21 **Videos**”).

22           20.     The video on the “Get a Life Podcast” channel entitled “Lindy expresses her concern  
23 regarding the Plymouth Brethren Christian Church’s RRT charity,” available at  
24 <https://www.youtube.com/watch?v=w7-K6GPUYoI>, reproduces the Copyrighted Work, as shown  
25 below.

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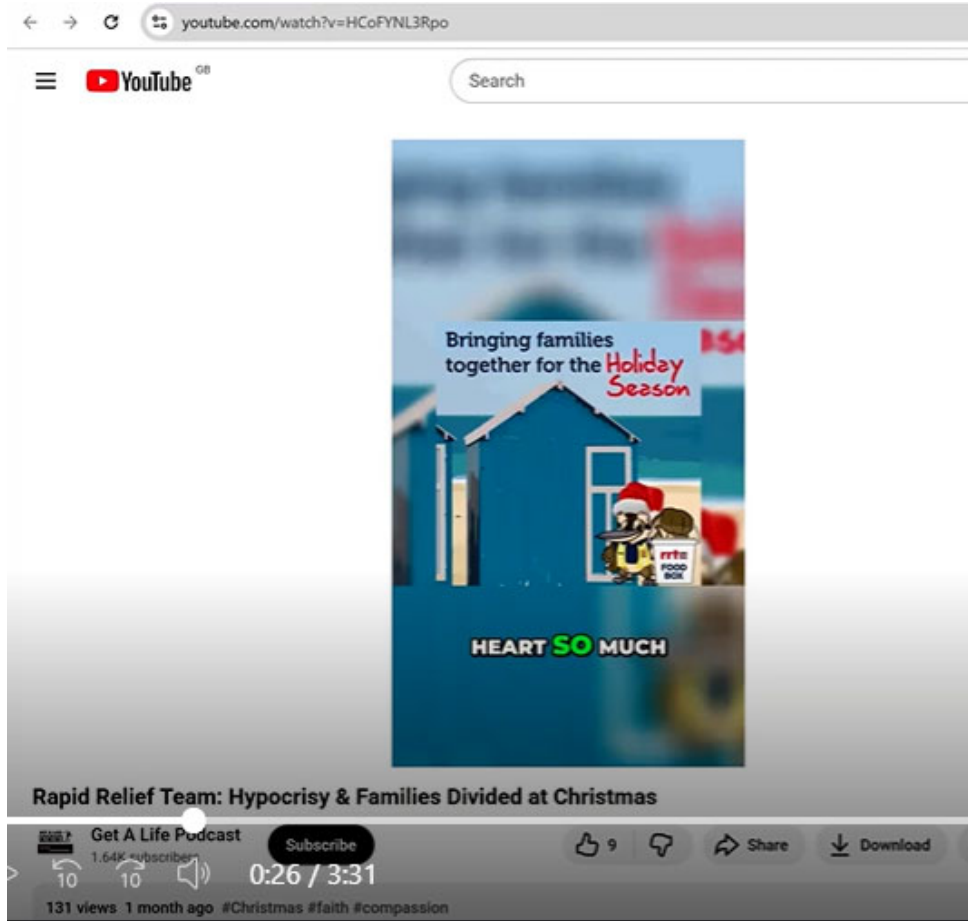
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21. On October 28, 2025, Plaintiff’s counsel submitted to YouTube a takedown request under the D.M.C.A., 17 U.S.C. §512(c)(3), regarding Defendant’s unauthorized and infringing use of the Copyrighted Work in the video. After exchanging further communications with YouTube, on December 5, 2025, YouTube removed the video. On December 7, 2025, YouTube informed Plaintiff’s counsel that Defendant had submitted a counternotification pursuant to 17 U.S.C. §512(g) (3).

22. The video on the “Get a Life Podcast” channel entitled “Rapid Relief Team: Hypocrisy & Families Divided at Christmas,” available at <https://www.youtube.com/watch?v=HCoFYNL3Rpo>, reproduces the Copyrighted Work, as shown below:

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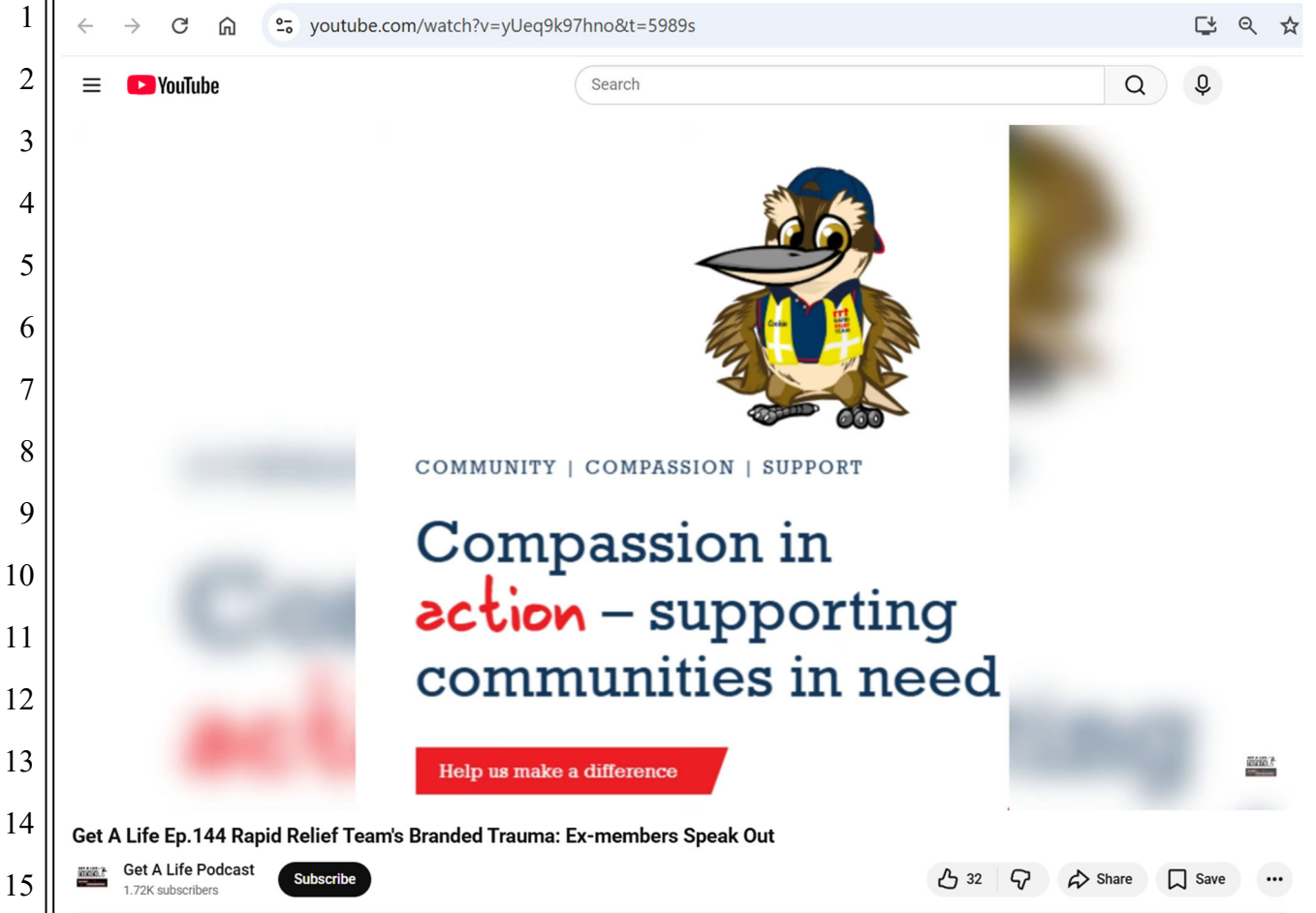


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23. On October 28, 2025, Plaintiff’s counsel submitted to YouTube a takedown request under the D.M.C.A., 17 U.S.C. §512(c)(3) regarding Defendant’s unauthorized and infringing use of the Copyrighted Work in the video. After exchanging further communications with YouTube, on December 12, 2025, YouTube removed the video. On December 14, 2025, YouTube informed Plaintiff’s counsel that Defendant had submitted a counternotification pursuant to 17 U.S.C. §512(g)(3).

24. The video on the “Get a Life Podcast” channel entitled “Rapid Relief Team’s Branded Trauma: Ex-Members Speak Out,” available at <https://www.youtube.com/watch?v=yUeq9k97hno>, reproduces the Copyrighted Work, including, for example, as shown below:

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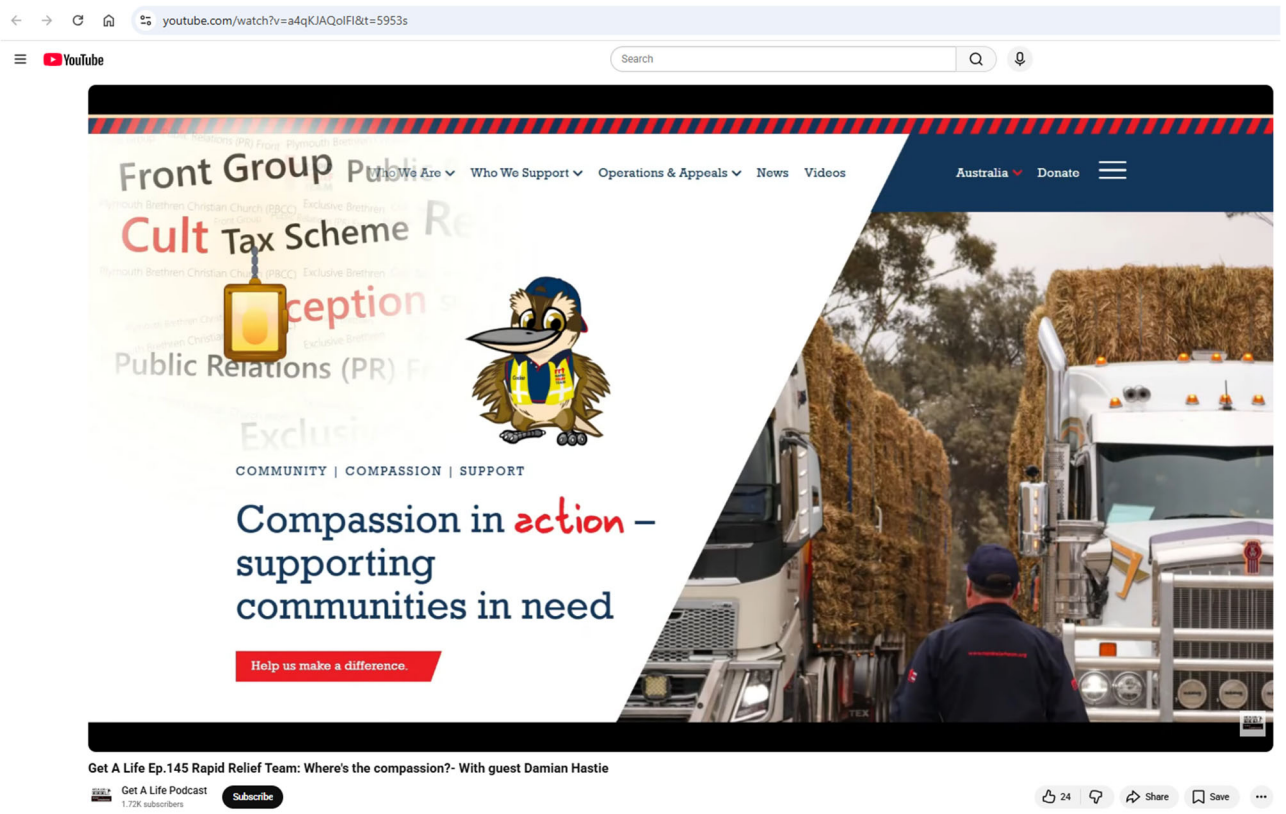
18           25.     On January 28, 2026, Plaintiff’s counsel submitted to YouTube a takedown request  
 19 under the D.M.C.A., 17 U.S.C. §512(c)(3) regarding Defendant’s unauthorized and infringing use of  
 20 the Copyrighted Work in the video on the “Get A Life Podcast” channel.

21           26.     The same video appears on the “Rapid Relief Team – Exposed” channel, available at  
 22 <https://www.youtube.com/watch?v=C70grXyUcZI>, and reproduces the Copyrighted Work in the  
 23 same manner.

24           27.     On January 30, 2026, Plaintiff’s counsel submitted to YouTube a takedown request  
 25 under the D.M.C.A., 17 U.S.C. §512(c)(3) regarding Defendant’s unauthorized and infringing use of  
 26 the Copyrighted Work in the video on the “Rapid Relief Team – Exposed” channel.

27           28.     The video on the “Get a Life Podcast” channel entitled “Rapid Relief Team: Where’s  
 28 the compassion?- With guest Damian Hastie,” available at

1 <https://www.youtube.com/watch?v=a4qKJAQoIFl>, reproduces the Copyrighted Work, including, for  
2 example, as shown below:

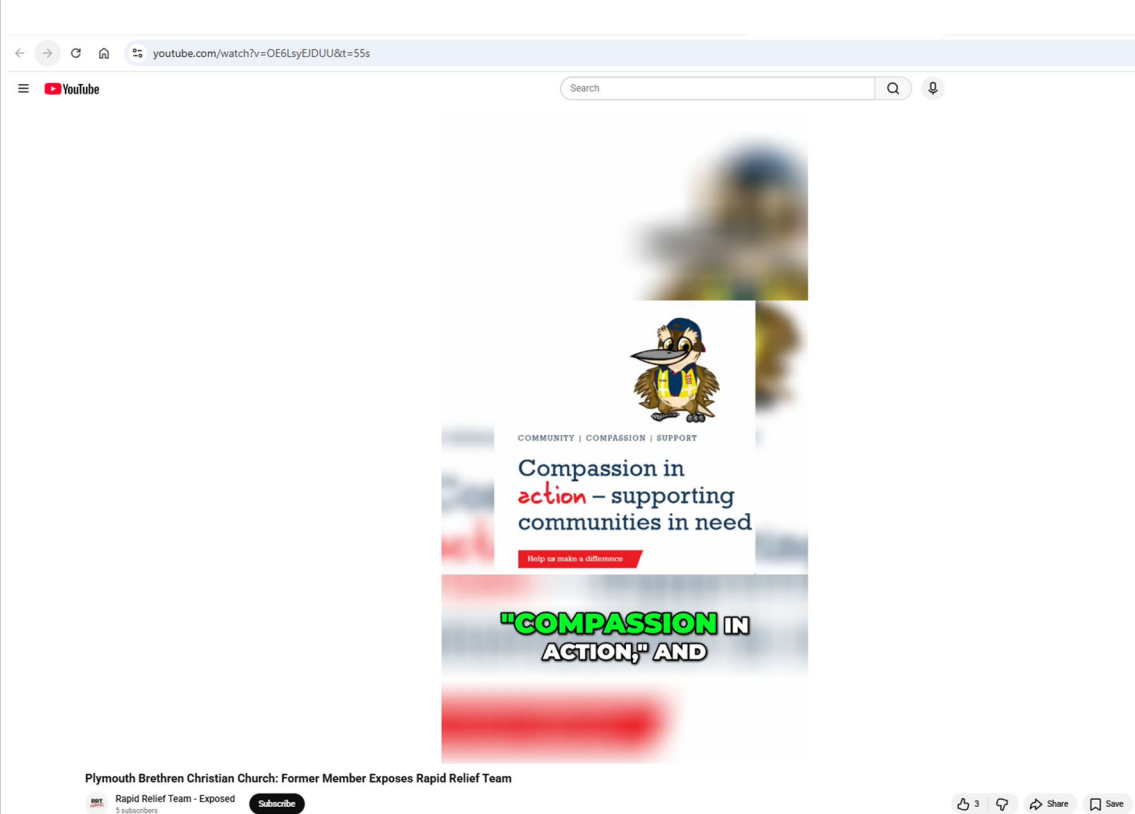


17 29. The same video appears on the “Rapid Relief Team – Exposed” channel, available at  
18 <https://www.youtube.com/watch?v=FKE-xCIPad0>, and reproduces the Copyrighted Work in the  
19 same manner.

20 30. On January 28, 2026, Plaintiff’s counsel submitted to YouTube a takedown request  
21 under the D.M.C.A., 17 U.S.C. §512(c)(3) regarding Defendant’s unauthorized and infringing use of  
22 the Copyrighted Work in the video on both the “Get A Life Podcast” channel and on the “Rapid  
23 Relief Team – Exposed” channel. On January 30, 2026, YouTube informed Plaintiff’s counsel that  
24 Defendant had submitted a counternotification pursuant to 17 U.S.C. §512(g)(3) with respect to the  
25 video as it appears on the “Get A Life Podcast” channel at  
26 <https://www.youtube.com/watch?v=a4qKJAQoIFl> .

27 31. The video on the “Rapid Relief Team – Exposed” channel entitled “Plymouth  
28 Brethren Christian Church: Former Member Exposes Rapid Relief Team,” available at

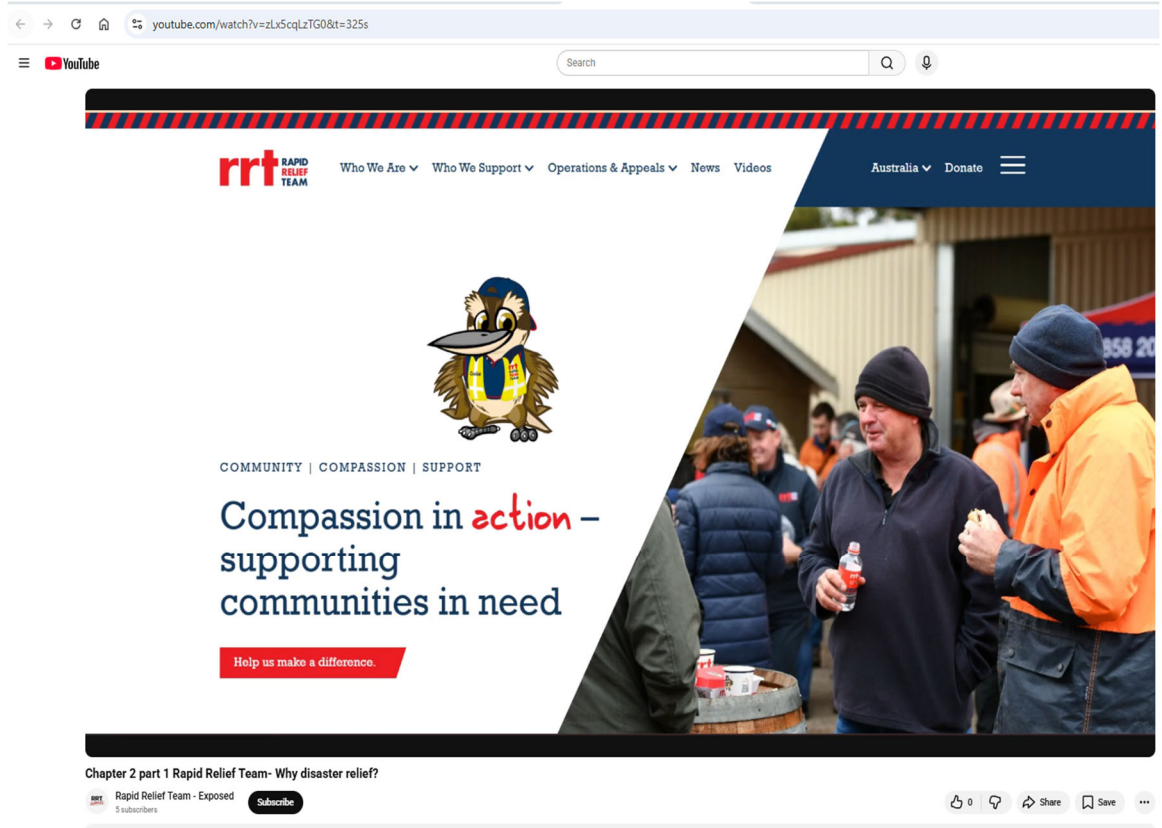
1 <https://www.youtube.com/watch?v=OE6LsyEJDUU>, reproduces the Copyrighted Work, including,  
2 for example, as shown below:



17 32. On January 28, 2026, Plaintiff’s counsel submitted to YouTube a takedown request  
18 under the D.M.C.A, 17 U.S.C. §512(c)(3) regarding Defendant’s unauthorized and infringing use of  
19 the Copyrighted Work in the video.

20 33. The video on the “Rapid Relief Team – Exposed” channel entitled “Chapter 2 part 1  
21 Rapid Relief Team – Why disaster relief?,” available at  
22 <https://www.youtube.com/watch?v=zLx5cqLzTG0>, reproduces the Copyrighted Work, including,  
23 for example, as shown below:

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34. On January 28, 2026, Plaintiff’s counsel submitted to YouTube a takedown request under the D.M.C.A, 17 U.S.C. §512(c)(3) regarding Defendant’s unauthorized and infringing use of the Copyrighted Work in the video.

35. On information and belief, Defendant’s identical use and exploitation of the Copyrighted Work was willful, and in disregard of, and with indifference to, the rights of Plaintiff. On further information and belief, Defendant’s intentional, infringing conduct was undertaken to reap the creative benefit and value associated with the Copyrighted Work. By failing to obtain Plaintiff’s authorization to use the Copyrighted Work or to compensate Plaintiff for the use, Defendant has avoided payment of license fees and other financial costs associated with obtaining permission to exploit the Copyrighted Work, as well as the restrictions that Plaintiff is entitled to and would place on any such exploitation as conditions for Plaintiff’s permission, including the right to deny permission altogether.

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1 36. As a result of Defendant's actions described above, Plaintiff has been directly  
2 damaged, and is continuing to be damaged, by the unauthorized reproduction and public display of  
3 the Copyrighted Work. Defendant has never accounted to or otherwise paid Plaintiff for its use of  
4 the Copyrighted Work.

5 37. Defendant's acts are causing, and unless restrained, will continue to cause damage  
6 and immediate irreparable harm to Plaintiff for which Plaintiff has no adequate remedy at law.

7 **COUNT ONE**

8 **Federal Copyright Infringement**

9 **(17 U.S.C. § 501)**

10 38. Plaintiff repeats and realleges paragraphs 1 through 37 hereof, as if fully set forth  
11 herein.

12 39. The Copyrighted Work is an original drawing containing copyrightable subject matter  
13 for which copyright protection exists under the Copyright Act, 17 U.S.C. § 101, *et. seq.* Plaintiff is  
14 the exclusive owner of rights under copyright in and to the Copyrighted Work. The Copyrighted  
15 Work was first developed in New South Wales, Australia and published in New Zealand, and is  
16 therefore a foreign copyrighted work.

17 40. Through Defendant's conduct alleged herein, including Defendant's reproduction and  
18 public display of the Copyrighted Work without Plaintiff's permission in the Infringing Videos,  
19 Defendant has directly infringed Plaintiff's exclusive rights in the Copyrighted Work in violation of  
20 Section 501 of the Copyright Act, 17 U.S.C. § 501.

21 41. On information and belief, Defendant's infringing conduct alleged herein was willful  
22 and with full knowledge of Plaintiff's rights in the Copyrighted Work and has enabled Defendant  
23 illegally to obtain profit therefrom.

24 42. As a direct and proximate result of Defendant's infringing conduct alleged herein,  
25 Plaintiff has been harmed and is entitled to damages in an amount to be proven at trial. Pursuant to  
26 17 U.S.C. § 504(b), Plaintiff is also entitled to recovery of Defendant's profits attributable to  
27 Defendant's infringing conduct alleged herein, including from any and all sales or other profits in

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1 connection with the Infringing Videos, and an accounting of and a constructive trust with respect to  
2 such profits.

3 43. As a direct and proximate result of the Defendant's infringing conduct alleged herein,  
4 Plaintiff has sustained and will continue to sustain substantial, immediate, and irreparable injury, for  
5 which there is no adequate remedy at law. On information and belief, unless Defendant's infringing  
6 conduct is enjoined by this Court, Defendant will continue to infringe the Copyrighted Work.  
7 Plaintiff therefore is entitled to permanent injunctive relief restraining and enjoining Defendant's  
8 ongoing infringing conduct.

9 **WHEREFORE**, Plaintiff requests judgment against Defendant as follows:

10 1. That Defendant has violated Section 501 of the Copyright Act (17 U.S.C. § 501).

11 2. Granting an injunction temporarily, preliminarily, and permanently enjoining the  
12 Defendant, its employees, agents, officers, directors, attorneys, successors, affiliates, subsidiaries,  
13 and assigns, and all of those in active concert and participation with any of the foregoing persons and  
14 entities who receive actual notice of the Court's order by personal service or otherwise, from:

15 a. displaying, using, or authorizing any third party to display or use the  
16 Copyrighted Work and any products, works, or other materials that include, copy, are derived  
17 from, or otherwise embody the Copyrighted Work, including without limitation any  
18 dissemination, promotion, use, or display of the Infringing Videos or other videos that feature  
19 the Copyrighted Work; and

20 b. aiding, assisting, or abetting any other individual or entity in doing any act  
21 prohibited by sub-paragraph (a).

22 3. That Defendant be ordered to provide an accounting of Defendant's profits  
23 attributable to Defendant's infringing conduct, including Defendant's profits from sales and any  
24 other exploitation of the Copyrighted Work, and any products, works, or other materials that include  
25 the Copyrighted Work.

26 4. That Defendant be ordered to destroy or deliver up for destruction all materials in  
27 Defendant's possession, custody, or control used by Defendant in connection with Defendant's

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1 infringing conduct, including without limitation any products and works that include any  
2 reproduction or other copy or colorable imitation of the Copyrighted Work.

3         5. That Defendant, at its own expense, be ordered to recall the Infringing Videos and  
4 any other videos or other works that include the Copyrighted Work from any video platforms, social  
5 media platforms, website hosts, or other entities or individuals who may have distributed videos that  
6 included the Copyrighted Work – including but not limited to the Infringing Videos – on Defendant’s  
7 behalf, and that Defendant be ordered to destroy or deliver up for destruction all materials returned  
8 to it.

9         6. Awarding Plaintiff Defendant’s profits obtained as a result of Defendant’s infringing  
10 conduct, including but not limited to all profits from sales and other exploitation of the Infringing  
11 Videos and any products, works, or other materials that include the Copyrighted Work, or in the  
12 Court’s discretion, such amount as the Court finds to be just and proper and damages sustained by  
13 Plaintiff as a result of Defendant's infringing conduct, in an amount to be proven at trial.

14         7. Awarding Plaintiff interest, including pre-judgment and post-judgment interest, on  
15 the foregoing sums.

16         8. Awarding such other and further relief as the Court deems just and proper.

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1 DATED: January 30, 2026

Respectfully submitted,

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BROWN RUDNICK LLP

By: /s/ Daniel A. Rozansky

Daniel A. Rozansky  
BROWN RUDNICK LLP  
2121 Avenue of the Stars, Suite 720  
Los Angeles, California 90067  
Telephone: (424) 525-0200  
Facsimile: (424) 525-0201  
drozansky@brownrudnick.com

Michael R. Graif  
BROWN RUDNICK LLP  
Seven Times Square  
New York, NY 10026  
Tel.: 212-209-4800  
mgraif@brownrudnick.com

Katherine C. Dearing  
BROWN RUDNICK LLP  
1900 N Street, Fourth Floor  
Washington, D.C. 20036  
Tel.: 202-536-1700  
kdearing@brownrudnick.com

*Attorneys for Plaintiff Rapid Relief Team  
(RRT) Ltd.*

# **Exhibit 1**

Copyrighted Work



# **Exhibit 2**

# Copyright Assignment Agreement

This Copyright Assignment Agreement ("Agreement") is made and entered into by and between Shepherds Bay Personnel Pty Ltd as trustee for Shepherds Bay Personnel Trust, Level 6, The Precinct, 10 Herb Elliott Ave, Sydney Olympic Park, NSW 2127, Australia, ABN 98 781 372 031 ("Assignor"), and the receiving party Rapid Relief Team (RRT) Ltd, Level 6, 10 Herb Elliott Avenue, Sydney Olympic Park, NSW 2127, Australia, ABN: 61166059392 ("Assignee").

WHEREAS, the Assignor is the sole owner of certain works described below ("Works");

WHEREAS, the Assignor desires to assign all rights, title, and interest in and to the Works to the Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

## 1. Assignment of Copyright

In consideration for the Assignee paying the Assignor £1 (one pound sterling, receipt of which is hereby acknowledged), the Assignor hereby assigns to the Assignee: (A) all rights, title, and interest in and to the Works, including all copyrights and/or like rights and any registrations and applications for registration thereof, and all renewals and extensions thereof, throughout the world; and (B) all rights of action and claims, whether accrued or accruing, including without limitation any claims for infringement, misappropriation, or unauthorized use of the copyrights occurring prior to the date of this Agreement, throughout the world; this includes the right to pursue damages, injunctive relief, and any other remedies available under applicable law in respect of any such past, present, or future infringements or violations of the copyrights and/or like rights.

## 2. Description of Works

The Works assigned under this Agreement comprise the following:

- a. Each of the 8 works shown in **Annex 1** hereto, together with any and all preliminary works relating to each of those 8 works, and any and all animations and/or audio-visual works relating to or incorporating any of those 8 works; and
- b. All works created, at a time when they were engaged or employed by the Assignor, by **Jose Gilberto Gonzalez D'Oporto** (at the time, of 5 Harewood Grove, Meadows SA 5021) and/or **Rodrigo Clapano** (at the time, of 85 L6 J.S. SUBD. HABAY, BACOR, CAVITE) that relate to RRT and/or were created on behalf of the Assignee.

## 3. Warranties and Representations

The Assignor represents and warrants that they are the sole owner of the Works and have full right and authority to enter into this Agreement and to assign the rights herein granted.

## 4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

## 5. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

**Assignor**

**Assignee**

Signature: Gavin Slack  
Gavin Slack (Sep 9, 2025 09:42:11 GMT+8)

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Signature: R. S. Grosse

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Name: Gavin Slack

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Name: Richard Grosse

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Title: Director | Shepherds Bay Personnel Pty Ltd

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Title: Director | Rapid Relief Team (RRT) Ltd

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Date: 9/09/2025

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Date: 9/09/2025

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Signature: G. Mason

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Signature: John Proctor  
John Proctor (Sep 9, 2025 13:00:07 GMT+10)

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Name: Greg Mason

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Name: John Proctor

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Title: Director | Shepherds Bay Personnel Pty Ltd

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Title: Director | Rapid Relief Team (RRT) Ltd

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Date: 9/09/2025

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Date: 9/09/2025

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# Annex 1














# Assignment SBP to RRT 2 Sept 2025

Final Audit Report

2025-09-09

Created:	2025-09-09
By:	Melissa Burgess (melissa.burgess@ubteam.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGmkfuqcGp88UUQJfacKrHZyUpGyPCKHe

## "Assignment SBP to RRT 2 Sept 2025" History


-  Document created by Melissa Burgess (melissa.burgess@ubteam.com)  
2025-09-09 - 0:19:25 AM GMT
-  Document emailed to gavin.slack@ubteam.com for signature  
2025-09-09 - 0:19:30 AM GMT
-  Document emailed to Greg Mason (greg.mason@ubteam.com) for signature  
2025-09-09 - 0:19:30 AM GMT
-  Document emailed to Rick Grosse (rick.grosse@ubteam.com) for signature  
2025-09-09 - 0:19:30 AM GMT
-  Document emailed to john.proctor@rrtglobal.com for signature  
2025-09-09 - 0:19:30 AM GMT
-  Email viewed by gavin.slack@ubteam.com  
2025-09-09 - 0:20:13 AM GMT
-  Email viewed by Greg Mason (greg.mason@ubteam.com)  
2025-09-09 - 0:20:15 AM GMT
-  Email viewed by Rick Grosse (rick.grosse@ubteam.com)  
2025-09-09 - 0:20:17 AM GMT
-  Document e-signed by Greg Mason (greg.mason@ubteam.com)  
Signature Date: 2025-09-09 - 0:26:32 AM GMT - Time Source: server
-  Signer gavin.slack@ubteam.com entered name at signing as Gavin Slack  
2025-09-09 - 1:42:09 AM GMT
-  Document e-signed by Gavin Slack (gavin.slack@ubteam.com)  
Signature Date: 2025-09-09 - 1:42:11 AM GMT - Time Source: server

 Document e-signed by Rick Grosse (rick.grosse@ubteam.com)


Signature Date: 2025-09-09 - 1:45:26 AM GMT - Time Source: server

 Melissa Burgess (melissa.burgess@ubteam.com) replaced signer john.proctor@rrtglobal.com with john.proctor@rrtglobal.org (john.proctor@rrtglobal.com)


2025-09-09 - 1:59:49 AM GMT

 Document emailed to john.proctor@rrtglobal.org (john.proctor@rrtglobal.com) for signature


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 Melissa Burgess (melissa.burgess@ubteam.com) replaced signer john.proctor@rrtglobal.com with John Proctor (john.proctor@rrtglobal.org)

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