

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>HONG KONG LEYUZHEN</b>	)	
<b>TECHNOLOGY CO. LIMITED,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>No. 24-cv-1705</b>
	)	
<b>THE PARTNERSHIPS AND</b>	)	<b>Judge Jeffrey I. Cummings</b>
<b>UNINCORPORATED ASSOC.</b>	)	
<b>IDENTIFIED IN SCHEDULE A,</b>	)	
	)	
<b>Defendants.</b>	)	

**ORDER**

Before the Court is plaintiff’s motion for summary judgment, (Dckt. #51), as to the remaining defendants. Despite being afforded notice and the opportunity to respond to the motion, the remaining defendants have failed to respond or otherwise appear in this action. Accordingly, plaintiff’s Local Rule 56.1 Statement of Material Facts are deemed admitted, and plaintiff’s motion for summary judgment, (Dckt. 51), is granted as follows and as set forth in the accompanying final judgment order. *See Cracco v. Vitran Exp., Inc.*, 559 F.3d 625, 632 (7th Cir. 2009) (“When a responding party . . . fails to dispute the facts set forth in the moving party’s statement . . . those facts are deemed admitted for purposes of the motion.”).

Based on the evidence submitted by plaintiff and the admission of liability by failing to respond to the motion for summary judgment, plaintiff has established that a permanent injunction should be entered. The infringement of plaintiff’s copyrights irreparably harms plaintiff and confuses the public. This infringement was willful and statutory damages are awarded. After considering the nature of the copyrights at issue, the absence of any concrete evidence of lost profits or high-volume infringement by defendants (plaintiff has failed to seek an accounting of profits), the value of plaintiff’s brand, and the need to deter infringement that is easily committed and difficult to stop, the Court concludes that \$15,000 is an appropriate award of statutory damages.

Plaintiff also seeks to recover attorney’s fees and costs pursuant to 17 U.S.C. §505, which authorizes the award of reasonable attorney’s fees to the prevailing party in a suit, such as this one, arising under the Copyright Act. 17 U.S.C. §505; *Fogerty v. Fantasy*, 510 U.S. 517, 534 (1994). For the following reasons, plaintiff’s request for attorney’s under the Copyright Act is denied but plaintiff may proceed to seek costs as appropriate.

To begin, with respect to fees, as the Supreme Court has held, “[p]revailing plaintiffs and prevailing defendants are to be treated alike, but attorney’s fees are to be awarded to prevailing

parties only as a matter of the court’s discretion.” *Fogerty*, 510 U.S. at 534. Although there is no precise formula for determining whether fees should be awarded, the Supreme Court and the Seventh Circuit have suggested consideration of the following nonexclusive factors: (1) frivolousness of losing party’s case; (2) improper or bad faith motivation of the losing party; (3) objective unreasonableness of the losing party’s case (factual and legal components); and (4) the need in particular circumstances to advance considerations of compensation and deterrence. *Id.* at 535 n. 19; *Timothy B. O’Brien LLC v. Knott*, 962 F.3d 348, 350 (7th Cir. 2020) (“We have explicitly cited the *Fogerty* factors in a number of cases, describing them as ‘all relevant but none determinative.’”). The Seventh Circuit has further held that the “two most important considerations in deciding whether to award fees are the strength of the prevailing party’s case and the amount of damages or other relief the party obtained.” *Klinger v. Conan Doyle Est., Ltd.*, 761 F.3d 789, 791 (7th Cir. 2014) (cleaned up); *Assessment Technologies of Wisconsin, LLC v. WIREdata, Inc.*, 361 F.3d 434, 436-37 (7th Cir. 2004) (same).

Here, these factors weigh against an award of attorney’s fees. With respect to the first three factors, where, as here, the defendants did not appear in this case to defend against plaintiff’s claims, the Court cannot say that their position in this case – again, they presented none – was frivolous, objectively unreasonable, or otherwise motivated by bad faith. Moreover, in light of summary judgment being entered in favor of plaintiff and against each of the remaining defendants in the amount of \$15,000 per infringement – which is the amount of damages requested by plaintiff – and the strong injunctive relief awarded by this Court, “there is no urgent need to add an award of attorneys’ fees” to serve the purposes of compensation and deterrence. *Klinger*, 761 F.3d at 791 (cleaned up); *WIREdata*, 361 F.3d at 436; *Janky v. Lake Cnty. Convention & Visitors Bureau*, No. 3:05CV217, 2007 WL 2413021, at \*9 (N.D.Ind. Aug. 20, 2007); *Columbia Pictures, Inc. v. Tucker*, 1997 WL 779093 at \*15 (N.D.Ill.Dec. 11, 1997). As such, plaintiff’s request for attorney’s fees under the Copyright Act is denied.<sup>1</sup>

Finally, unlike with attorney’s fees, statutory costs are generally awarded “as of course to the prevailing party” and can be awarded in claims brought under the Copyright Act even where fees are denied. *See, e.g., Wood v. Cendant Corp.*, 504 F.Supp.2d 1174, 1179 (N.D.Okla. 2007); Fed.R.Civ.P. 54(d)(1). The Court therefore finds it appropriate to award costs to plaintiff pursuant to 17 U.S.C. §505. *Id.* Thus, to the extent plaintiff intends to seek costs, it may file a Bill of Costs in accordance with the Federal Rules of Civil Procedure.

Enter Final Summary Judgment Order. All pending deadlines and hearings are stricken. Civil case terminated.

---

<sup>1</sup> Plaintiff also sought fees pursuant to its claim for violation of the Illinois Deceptive Trade Practices Act. *See* 815 ILCS 510/3 (“Costs or attorneys’ fees or both may be assessed against a defendant only if the court finds that he has wilfully engaged in a deceptive trade practice.”). However, as plaintiff acknowledges, its claim for relief under the Deceptive Trade Practices Act claim is “mostly duplicative” where – as here – the Court grants summary judgment on the Copyright Act claim. As such, plaintiff’s alternative request for fees under the Deceptive Trade Practices Act is denied.

**Date: May 13, 2025**

A handwritten signature in black ink, appearing to read "Jeff Cummings". The signature is written in a cursive style with a large initial "J" and "C".

---

**Jeffrey I. Cummings**