



# COPYRIGHT CLAIMS BOARD

Docket number: 23-CCB-0172

November 14, 2023

Kenna Sato Designs, LLC

CLAIMANT

v.

Julia Lisitsa

RESPONDENT

## FINAL DETERMINATION

The Copyright Claims Board (Board) held a settlement conference between the parties on November 2, 2023. During the conference the parties reached a settlement and requested that the Board dismiss this proceeding with prejudice and adopt the settlement terms in a final determination pursuant to 17 U.S.C. § 1506(r)(2); 37 C.F.R. § 222.18(h). Accordingly, the Board issues this final determination on the terms stated herein.

### Procedural History

Claimant Kenna Sato Designs, LLC (Kenna Sato Designs) filed this claim on May 16, 2023, asserting copyright infringement and misrepresentation under 17 U.S.C. § 512(f). Kenna Sato Designs alleged that the respondent, Julia Lisitsa (Lisitsa), infringed its “Daisy Wall Decals” work by selling daisy decals identical to the claimant’s on Etsy. Claimant further alleged that they filed a takedown notice pursuant to 17 U.S.C. § 512 with Etsy to remove the listing and that the respondent filed a counternotice that contained a misrepresentation in order to reinstate Respondent’s Etsy storefront.

On June 5, 2023, the Board found the claim was compliant and allowed Claimant to proceed with service. Kenna Sato Designs filed a proof of service that Lisitsa was served on June 10, 2023. Lisitsa did not opt out of the proceeding. The Board issued a Scheduling Order on August 30, 2023, and Lisitsa filed a response on September 29, 2023. In the response, Lisitsa asserted that she purchased the stickers from a Chinese manufacturer that represented they held rights in the design. During the initial conference on October 5, 2023, the parties agreed to participate in a settlement conference held by the Board.

On November 2, 2023, the parties engaged in settlement discussions facilitated by a Copyright Claims Officer. The parties came to an agreement and requested that the terms of the agreement be ordered by the Board in the form of a final determination. The agreement states, and as stated below, the Board determines:

- a) At the time of infringement, Respondent did not know that selling the Chinese manufacturer’s decals constituted infringement. Respondent now accepts that her actions amounted to copyright infringement of the claimant’s design.
- b) Respondent will pay the claimant \$300.
- c) Respondent will not sell any works owned by Kenna Sato Designs in the future.

## **Legal Standards**

A determination rendered by the Board may set forth the terms of any settlement agreed to by the parties. 17 U.S.C. § 1506(r), (t). “If the parties have requested that the Board adopt some or all of the terms of the settlement in its final determination, the Board may issue a final determination incorporating such terms unless the Board finds them clearly unconscionable.” 37 C.F.R. § 222.18(h).

## **Final Determination**

Based on the records in this proceeding, the Board finds that the parties’ request for dismissal is appropriate, and the Board grants the request. The parties’ request to adopt the terms of their settlement agreement, set forth above, is also appropriate. The terms requested are not unconscionable. The Board therefore adopts the terms set forth above in this determination. 17 U.S.C. §§ 1506(r)(2) & (t)(1)(D); 37 C.F.R. § 222.18(h). Payment of the \$300 from Respondent to Claimant must occur within 15 days of the date of this order. This determination constitutes the full and final relief on this claim. The Board therefore dismisses the claim with prejudice and closes this case.

Copyright Claims Board