



COPYRIGHT CLAIMS BOARD

Docket number: 23-CCB-0327
April 7, 2025

Wendy Sloan

CLAIMANT

v.

Just for Littles LLC

RESPONDENT

FINAL DETERMINATION

This matter has been fully submitted by the parties. For the reasons that follow, the Copyright Claims Board (“Board”) finds in favor of Claimant Wendy Sloan and awards her \$4,131 in statutory damages.

I. Procedural History

Claimant Wendy Sloan (“Sloan” or “Claimant”) filed this copyright infringement claim on September 29, 2023, (Dkt. 1) and amended her claim on October 4, 2023 (“Claim”). (Dkt. 5). Respondent Just for Littles LLC (“Respondent” or “JFL”) filed its Response to the Claim (“Claim Response”) on March 27, 2024, after the pre-discovery conference held on February 20, 2024. (Dkt. 18). Two other conferences were held with both parties on May 22, 2024, and April 16, 2025, during which Sloan pointed to the lack of documentation produced by JFL. At those conferences, the presiding officer ordered JFL to search for and produce all documents and materials that it had relevant to this case. Discovery closed on July 9, 2024. (Dkt. 24). The Board issued a written testimony order, setting an initial due date for Claimant to file her evidence by August 30, 2024, and the Respondent to file its response by forty-five days after that date. *Id.* The Board provided Claimant an extension until September 6, 2024. (Dkt. 26). For her written testimony, Sloan filed an Opening Party Statement (“Party Statement”) (Dkt. 54), an evidence list (“Evidence List”) (Dkt. 30), and evidence (Dkt. 27-29, 31-53, 55-58), but not any separate witness statements.¹ Respondent failed to file evidence, an evidence list or a Response Party Statement despite an order to do so by October 25, 2024. (Dkt. 59). After two default notices were issued to Respondent (Dkt. 60 and 61) and

¹ Sloan has set forth her factual statements in her Party Statement, which includes a separate factual section. Her Party Statement states, “The above statements are true to the best of my knowledge.” Party Statement at 12. Respondent did not submit a Party Statement or Witness Statement but relies on its Claim Response, which itself makes no reference to any swearing or statement as to the truth of the information included in the Response; however, Respondent did certify to the truth of the Response on eCCB as is true of all filings on eCCB. In the interest of time, the Board will take uncontested factual statements as true for the purposes of this Determination.

emails were sent by Board staff, Respondent's principal, Tami Enz, declared in email correspondence that the Claim Response is Respondent's complete and final submission of testimony in this matter. (Dkt. 62). The Claim Response and its attached supplemental documents will be considered Respondent's testimony, and the Board will proceed with this final determination. *Id.*

II. Factual History

Sloan is an artist and sole proprietor from Burke, Virginia, who designs and produces her own hand-crafted home décor and children's accessories for her business. Party Statement at 1. She creates these products using fabrics that she has designed and sells those products online on her own website (<https://www.mainsailstudiopatterns.com>) and at her shop in Dulles, Virginia, under the name "Mainsail Studio." *Id.* She also sometimes sells her fabric designs on the print-on-demand company website Spoonflower.com (<https://www.spoonflower.com/profiles/mainsailstudio>). *Id.*

In December 2016, Sloan began illustrating a design titled "Leaping Unicorns" ("Work") depicting a unicorn leaping among flowers based on Sloan's sewing pattern for one of her popular products, a stuffed unicorn. *Id.* at 2. The design, which is characteristic of Ms. Sloan's style, featured other elements such as a flower with a heart-shaped center and a small bird perched on a vine. The design was completed in January 2017, and published on Spoonflower.com through the sale of the pattern on items such as wallpaper and napkins. *Id.*; Exhibit B (Dkt. 28). Sloan registered the Work (Reg. No. VA 2-067-458) with the U.S. Copyright Office, with an effective date of April 12, 2017, and a date of first publication of January 16, 2017. Exhibit C (Dkt. 41).

On November 2, 2022, Sloan discovered a dress called the "JFL Second Edition Unicorn Twirl Dress," made of fabric that contained an almost identical copy of the Work, and which was available for purchase at \$29.99, reduced from \$39, on the website <https://www.justforlittles.com/products>. Party Statement at 2; Exhibit E (Dkt. 37). After further searching, Sloan found a description of the dress in a JFL Facebook post, dated January 4, 2022, which described it as "Celebrating JFL's 3rd Anniversary with a modified version of our most popular JFL dress." Exhibit F (Dkt. 55). Aside from some variations in the colors, a visual comparison of the Work and the images of "JFL Second Edition Unicorn Twirl Dress" shows that the images in the two fabrics are virtually identical. Exhibit G

(Dkt. 44). Beginning on November 2, 2022, Sloan contacted JFL to ask about the origins of the dress's artwork. Exhibit H at 4-5 (Dkt. 56). Tami Enz, the owner of JFL, responded to Sloan's email by stating that she had purchased a license for the artwork depicted on the dress fabric several years earlier. Exhibit H at 1. Despite requests to do so, Enz did not provide the license to Sloan. Party Statement at 3-4. Subsequently, in an email to Sloan on October 24, 2023, Enz admitted that after searching through her records, she found that she had purchased pre-printed fabric from a factory in China. *Id.* at 5; Exhibit Q (Dkt. 42). In fact, she chose the pattern from a selection of fabrics offered by the factory. Party Statement at 6; Claim Response at 1, Exhibit 3.

In the course of determining whether items containing the Work were being sold without Sloan's consent by third parties, Sloan found that dresses sold by JFL between 2019 and 2022 had three different variations of the Work printed on the fabric used to make them. Party Statement at 4. Sloan has provided detailed comparisons of the three fabric patterns used in the dresses sold by JFL with each successive variation becoming more and more identical to Sloan's Work. *Id.*; Exhibit N² (Dkt. 49). She also found several images in JFL's Instagram Stories of the dresses being sold at the Minnesota State Fair in 2021 (Exhibit S (Dkt. 29)) as well as numerous other social media posts concerning the dresses. Party Statement at 6-7; Exhibit GG (Dkt. 35). It also appears that JFL used images of the infringing dresses not only to help launch its business (Exhibit M (Dkt. 51)), but also to promote its online wholesale business. Party Statement at 7-8; Exhibit HH (Dkt. 27).

Although the documentation produced by JFL is extremely poor and Enz claimed that she did not keep any further records, it appears that JFL ordered at least 139 dresses bearing the three versions of the allegedly infringing work (Exhibit N) based upon the following orders: (1) 22 dresses with the first fabric design (Exhibit O) (Dkt. 45); (2) 22 dresses with the second fabric design for sale at the State Fair (Exhibit S³); (3) 55 additional dresses with the second fabric design (Exhibit T) (Dkt. 50); and, (4) 40 dresses with the third fabric design. Party Statement at 6-7;

² Sloan's reference in her Party Statement here was to Exhibit R, which Sloan neither submitted nor included on her Evidence List. Board staff has since confirmed that all references to Exhibit R should be to Exhibit N.

³ Sloan's reference in her Party Statement here was to Exhibit O, which is incorrect. Board staff has since confirmed that the second reference to Exhibit O on page 6 should be to Exhibit S.

Claim Response, Exhibit 2⁴. Respondent has chosen not to submit any evidence or testimony regarding sales of the dresses but did admit that she sold almost all of the dresses (except two) with the first two fabric designs.

Respondent Interrogatory Responses (“Interrogatory Responses”) at 14 and 15 (Dkt. JJ). JFL also states that the first batch of dresses was sold for \$36 each and the second batch was sold for \$38 each; other documents show that the original price of the third batch of dresses was \$39 each, but some seem to be sold at a reduced price. *Id.* at Response 15; Exhibit E; Exhibit FF (Dkt. 39). While the information provided by JFL in its Interrogatory Responses is incomplete and based on the fact that JFL created yet another dress with a very similar fabric design, it is reasonable to assume that JFL sold almost all of the dresses that she ordered bearing Sloan’s unicorn design.

Prices for Sloan’s fabric vary from \$21 to \$89 per yard based on the fabric type, and Sloan received a 10% royalty on each sale from Spoonflower. Party Statement at 2. Her Spoonflower customers include home sewers and proprietors of upscale handmade small businesses looking for exclusive designs not found in fast fashion or mass-produced products. *Id.* Ms. Sloan has not offered the Work as a licensable digital download. *Id.*; Exhibit D (Dkt. 57). A Spoonflower document, which describes its fabric (that are printed with designs created by artists such as Sloan) as “a hint of stretch blended with medium weight cotton that’s perfect for apparel,” indicates the price for such fabric is \$29 per yard. Exhibit II (Dkt. 32). Sloan represents that this type of fabric is the one that is closest to the fabric used in the dresses sold by JFL. Evidence List at Description of the Evidence for Document II, at 3. *See also* Exhibit CC (Dkt. 58).

Sloan is seeking \$4,131 in statutory damages. She justifies this by stating that: (1) Respondent made 139 sales (she states 135 but seems to mean 139) of the dresses at \$25 per dress for total net revenues of \$3,475; (2) the cost

⁴ Although Sloan refers to Exhibit W in several places in her Party Statement, she did not submit an Exhibit W or include it on her Evidence List. The Board’s staff has since confirmed that Exhibit W is actually the second exhibit attached to the Claim Response, which is titled “Proforma Invoice.”

of the material for 139 dresses should have been \$6,567 and she would have made a 10% royalty of \$656 on those sales; and, (3) she wants both sides of that equation. Party Statement at 11-12.

III. Legal Analysis

A. Merits

To succeed on a claim for copyright infringement, a claimant must establish: “(1) ownership of a valid copyright, and (2) copying of constituent elements of the work that are original.” *Feist Publications, Inc. v. Rural Telephone Serv. Co., Inc.*, 499 U.S. 340, 361 (1991). Claimant submitted Certificate of Registration No. VA 2-067-458 issued by the U.S. Copyright Office for the work, which was effective as of April 12, 2017, and which states that the Work was first published on January 16, 2017. Exhibit C. A certificate of registration, if timely obtained, is prima facie evidence both that a copyright is valid, and that the registrant owns the copyright. *See* 17 U.S.C. § 410(c); *See Unicolors, Inc. v. Urban Outfitters, Inc.*, 853 F.3d 980, 988 (9th Cir. 2017) (citing *Micro Star v. Formgen Inc.*, 154 F.3d 1107, 1110 (9th Cir. 1998)). Sloan has also submitted a detailed description of her creation of the Work. Party Statement at 2. Based on the foregoing, it is clear that Sloan owns the Work and thus, the Board need only consider whether JFL infringed the Work.

In the absence of direct evidence, copying (or in this case unlawful distribution and display) is proved by circumstantial evidence of access to the copyrighted work and substantial similarities as to protectible material in the two works. *See, e.g., Boisson v. Banian, Ltd.*, 273 F.3d 262, 267-68 (2d Cir. 2001); *Armour v. Knowles*, 512 F.3d 147, 152 (5th Cir. 2007); *Soc’y of the Holy Transfiguration Monastery, Inc. v. Archbishop Gregory of Denver, Colo.*, 689 F.3d 29, 49 (1st Cir. 2012); *Reader’s Digest Ass’n, Inc. v. Conservative Digest, Inc.*, 821 F.2d. 800, 806 (D.C. Cir. 1987). Copying can also be inferred without additional evidence of access if the allegedly infringed work and the allegedly infringing work are “so strikingly similar as to preclude the possibility of independent creation.” *Lipton v. Nature Co.*, 71 F.3d 464, 471 (2d Cir. 1995) (internal quotation marks and citation omitted). *See also Unicolors, Inc. v. Urban Outfitters, Inc.*, 853 F.3d 980, 985 (9th Cir. 2017); *JCW Investments, Inc. v. Novelty, Inc.*, 482 F.3d 910, 915 (7th Cir. 2007). In order to prove substantial similarity, the claimant must show that the allegedly infringing work is substantially similar to protectable elements of the infringed work. When “duplication is literal or verbatim, then clearly substantial similarity exists.” *Bell v. Wilmott*

Storage Services, LLC, 12 F.4th 1065, 1074 (9th Cir. 2021) (quoting 4 Melville B. Nimmer & David Nimmer, *Nimmer on Copyright* § 13.03[A][1] (2019)). See also *Novelty Textile Mills v. Joan Fabrics Corp.*, 558 F.2d 1090, 1093 (2d Cir. 1977) (finding defendant’s work substantially similar to plaintiff’s work when the former, “to our ‘lay’ eyes, is almost identical”). Sloan has demonstrated that, without her consent, JFL distributed and publicly displayed two substantially similar versions and one strikingly similar version of the Work on girl’s dresses. Party Statement at 4; Exhibit G and N. Respondent does not contest the fact that it displayed and sold dresses made from fabric strikingly similar to the Work but alleges that she thought that she legally obtained versions of the Work as discussed more fully below.

B. Defenses

JFL asserts that it purchased a license to use the Work on Facebook from the Tuance E-Commerce Firm (“Tuanca”), a wholesale children’s clothing company in China, as a defense to Sloan’s claim of copyright infringement. Claim Response at 1.

In copyright disputes, regardless of whether the claimant can prove the elements of infringement, “the existence of a license authorizing the use of copyrighted material is an affirmative defense to an allegation of infringement.” *Baisden v. I’m Ready Prods.*, 693 F.3d 491, 499 (5th Cir. 2012). See also *Keane Dealer Services, Inc. v. Harts*, 968 F. Supp. 944, 947 (S.D.N.Y. 1997) (citing *Oddo v. Ries*, 743 F.2d 630, 634 n. 6 (9th Cir. 1984)). The burden of proof is on the respondent to prove the existence and validity of such license, whether it is exclusive or non-exclusive. *Baisden*, 693 F.3d at 499. As such, the respondent cannot rely on this defense when the license is facially invalid, or they otherwise fail to establish compliance with license requirements. See *Talavera v. Glob. Payments, Inc.*, 670 F. Supp. 3d 1074, 1100 (S.D. Cal. 2023).

In the present case, Respondent has not submitted sufficient evidence to establish the existence of a valid license. Sloan states that any license from Tuance would have been “fraudulent.” Party Statement, at 3-4. Enz alleges that she chose the infringing fabric (Number 95) from a set of numbered pictures of fabric along with a dress style from a number of options offered by Tuance and has submitted a copy of the fabric options presented to her. Claim Response at 1; Claim Response, Exhibit 3. However, Enz has not shown that Tuance had the right to offer a license, has not submitted a copy of a license, and provided no other details about it except to say “I selected fabric number 95

assuming they had all the appropriate licenses to use the fabric. Has it been proven that they did not?” Claim Response at 1. Respondent also submitted what appears to be two detailed invoices and one pro forma invoice, but none contains any language that could be considered a license. Claim Response, Exhibits 1 and 2. In addition, JFL’s assertion that it obtained a license would only account for two versions of the dresses that were sold. No information or documentation about how the fabric was obtained for the third version was offered. *See, e.g.,* Interrogatory Responses at 14 and 15.

It appears highly unlikely that Respondent actually obtained a license for any of the fabric variations but, even if it did, such a license would not insulate Respondent from liability here. It is clear that Tuance did not have authorization from Sloan to license the fabric design, and therefore, had no right to license any rights in the design to Respondent. *See In re Patient Educ. Media, Inc.*, 210 B.R. 237, 240 (Bankr. S.D.N.Y. 1997) (*citing Landau v. Cosmetic & Reconstructive Surgery Ctr., Inc.*, 158 F.R.D. 117, 119 (N.D. Ill. 1994) and 17 U.S.C. § 106 (“the owner of [the] copyright . . . has the exclusive rights to do and to authorize” the designated uses of the copyrighted work)). The reasonable or good faith use of material by a licensee does not shield that licensee from a claim of infringement because intent is not an element of infringement. *See Major League Baseball Promotion Corp. v. Colour-Tex, Inc.*, 729 F. Supp. at 1035, 1042 (D.N.J. 1990); *Fitzgerald Pub. Co. v. Baylor Pub. Co.*, 807 F.2d 1110, 1113 (2d Cir. 1986) (“[R]eliance - justified or otherwise - is irrelevant in determining whether [defendant] infringed [plaintiff’s] copyrights.”).

With little elaboration, JFL also asserts that the fabric is “only one element of many elements of the entire product.” Claim Response at 2. JFL appears to state that there were many options offered by the manufacturer of the dress besides the fabric including neckline style, bodice style, waist height, armpit length, tags, sleeve style, thread color, trim type and ruffle. *Id.* at 1. While this consideration may affect the amount of damages at issue, it is not a defense against liability for infringement. Sloan also effectively counters this argument by showing that most of the dresses sold by JFL have very similar styles such that, all things being equal, it was the fabric type that was the driver of sales for JFL’s most popular dress. Party Statement at 10-11; Exhibit E, O, S and HH.

Because JFL’s asserted defenses are without merit, the Board finds for Sloan on the issue of liability and moves to the question of damages.

IV. Damages

Sloan requests \$4,131 in statutory damages in this case. The maximum amount that the Board can award in this proceeding is \$15,000 per work infringed with an overall maximum of \$30,000 for the entirety of the proceeding. 17 U.S.C. § 1504(e)(1)(D).

Courts have wide discretion to award statutory damages as long as they fall in the statutory range. *See F.W. Woolworth Co. v. Contemporary Arts, Inc.*, 344 U.S. 228, 231–32 (1952); *Fitzgerald Publishing Co. v. Baylor Publishing Co.*, 807 F.2d 1110, 1116 (2d Cir. 1986); *Bryant v. Media Right Productions, Inc.*, 603 F.3d 135, 143 (2d Cir. 2010). “[T]he court’s conception of what is just in the particular case, considering the nature of the copyright, the circumstances of the infringement and the like, is made the measure of the damages to be paid. . . . Within [the statutory] limitations the court’s discretion and sense of justice are controlling[.]” *L.A. Westermann Co. v. Dispatch Printing Co.*, 249 U.S. 100, 106 (1919). *See also Alouf v. Expansion Products, Inc.*, 417 F.2d 767, 769 (2d Cir. 1969); *Peer Int’l Corp. v. Pausa Records, Inc.*, 909 F.2d 1332, 1336 (9th Cir. 1990) (quoting *F.W. Woolworth*, 344 U.S. at 232).

Furthermore, various courts have explained that (regardless of willfulness or lack thereof) statutory damages awards should significantly exceed the amount of unpaid license fees because the award “should put infringers on notice that it costs less to obey the copyright laws than to violate them.” *Broadcast Music, Inc. v. DFK Entertainment, LLC*, No. 1:10-CV-1393 GLS/DRH, 2012 WL 893470, at *4 (N.D.N.Y. Mar. 15, 2012) (internal quotation marks and citation omitted). As the court noted in *Werner v. Evolve Media, LLC*, No. 2:18-CV-7188-VAP-SKx, 2020 WL 4012784, at *3 (C.D. Cal. June 22, 2020):

Such an approach is consistent with the Copyright Act’s purpose of deterring copyright infringement. Indeed, as the Supreme Court has held, “a rule of liability which merely takes away the profits from an infringement would offer little discouragement to infringers. It would fall short of an effective sanction for enforcement of copyright policy. The statutory rule, formulated after long experience, not merely compels restitution of profit and reparation for injury but also is designed to discourage wrongful conduct.”

(quoting *F.W. Woolworth*, 344 U.S. at 233). *See also Philpot v. L.M. Commc’ns II of S.C., Inc.*, 343 F. Supp. 3d 694, 702–03 (E.D. Ky. 2018), *rev’d and remanded on other grounds*, *Philpot v. LM Commc’ns II of S.C.*, 776 F. App’x 906 (6th Cir. 2019) (“Merely awarding statutory damages in the amount of the profits reaped from a copyright infringement would do little to discourage infringers.”).

In deciding the appropriate amount of statutory damages to award, courts generally seek to establish a relationship between statutory damages and actual damages. *See, e.g., Atari Interactive, Inc. v. Redbubble, Inc.*, 546 F. Supp. 3d 883, 888 (N.D. Cal. 2021) (“A statutory damages award ‘must bear a plausible relationship to Plaintiff’s actual damages[.]’”) (citation omitted); *Fitzgerald Publishing Co. v. Baylor Publishing Co.*, 670 F. Supp. 1133, 1140 (E.D.N.Y. 1987)); *Seoul Broad. Sys. Int’l v. Young Min Ro*, No. 1:09cv433, 2011 WL 3207024, at *8 (E.D. Va. July 27, 2011); *Aberle v. GP Clubs, LLC*, No. A-19-cv-1066-RP, 2020 WL 4035074, at *4 (W.D. Tex. July 17, 2020); *Bly v. Banbury Books, Inc.*, 638 F. Supp. 983, 987 (E.D. Pa. 1986).

Actual damages are primarily measured by “the extent to which the market value of the copyrighted work at the time of the infringement has been injured or destroyed by the infringement.” *Fitzgerald*, 807 F.2d at 1118. To secure actual damages, a claimant typically establishes impairment of market value by demonstrating lost sales or other lost profits that would have been obtained from the sale or license of the infringed work but for the respondent’s infringement. *See Stevens Linen Associates v. Mastercraft Corp.*, 656 F.2d 11, 15 (2d Cir. 1981); *Baker v. Urban Outfitters, Inc.*, 254 F. Supp. 2d 346, 356 (S.D.N.Y. 2003). Here, Sloan requests both her lost license fees and JFL’s profits. Based on JFL’s representations that almost all of the dresses contained in the first two invoices were sold and the fact that it distributed yet another dress with a different version of the fabric and touted it as its “most popular” dress, it is reasonable to assume that almost all of the 139 dresses that JFL ordered were eventually sold. Interrogatory Responses at 14 and 15⁵. While JFL also represented that some of the dresses were sold at \$36 and others at \$38 and Sloan submitted evidence that some of the dresses had a retail price of \$39 that may have been discounted, the Board has no way to calculate the exact price of each dress. *See* Interrogatory Responses at 14 and 15; Party Statement at 11; Exhibit E. Because of the incomplete evidence submitted by JFL, the Board therefore uses its discretion to use an average of the three prices in its calculation of damages, which is approximately \$38, as the sale price for all dresses. As seen below, in the Board’s final award, any amount the Board were to pick between \$36 and \$39 would not change the overall damages award in this case.

⁵ The Board also notes that JFL had a continuing duty to update its interrogatory responses, under 37 C.F.R. § 225.2(h), which it did not do.

Sloan further assumes that at least \$15 of the price of each dress would account for JFL's cost of goods sold and other business expenses, leaving a profit of "around" \$25 per dress (although \$39-\$15 is \$24). *Id.* Sloan therefore concludes that JFL made approximately \$3,475 in profits from the infringing dresses. *Id.* at 12. The Board concludes that, given the limited evidence, Sloan has made a reasonable assumption in terms of the cost per dress. The Board has recalculated the profit on each dress to be \$23. Thus, the Board finds that JFL made approximately \$3,197 in net profits.

Besides her estimate of JFL's profits, Sloan estimates that she lost \$656 in royalties on the dress fabric by applying her usual 10% royalty to the amount of estimated fabric used in the dresses that she calculates to be 1.75 yards per dress times the estimated number of dresses sold (139). *Id.* at 10-12. However, although JLF has not contested any of Sloan's figures, the \$656 figure has two major problems. First, it would result in double counting as Sloan would be getting parts of Respondent's profits twice. 17 USC §504(b). Second, the \$656 figure, representing a cost of over \$47 in fabric per dress (from which she takes 10%) is wildly inconsistent with Sloan's more reasonable estimate that JFL's entire cost per dress was "around" \$15. As such, the royalty number presented by Sloan will not be used to calculate damages.

The Board must determine what percentage of JFL's profits were attributable to the infringement. As asserted by Sloan, because all of the JFL dresses had a similar style except for minor variations, the dresses' popularity depended on the fabric used, and apart from a small trim attached to the skirt's hem, the entire dress was made with the infringing fabric. *Id.* at 10-11. Therefore, with no credible deductions offered by JFL, the Board accepts that all or almost all of JFL's profits on the dress were attributable to the infringement.

In considering statutory damages for a copyright infringement, courts are "guided by 'what is just in the particular case, considering the nature of the copyright [and] the circumstances of the infringement.'" *Peer Int'l Corp. v. Pausa Records, Inc.*, 909 F.2d 1332, 1336 (9th Cir. 1990) (quoting *F.W. Woolworth Co. v. Contemporary Arts, Inc.*, 344 U.S. 228, 232 (1952)). Across the country, courts typically award statutory damages in a range from approximately two to six times established damages, with around three times being most prevalent. *See, e.g., Broadcast Music, Inc. v. Eatnout, LLC*, No. 2:15cv254, 2015 WL 12803458, at *3 (E.D. Va. Dec. 29, 2015).

Here, Sloan's as well as the Board's calculations of the profits reaped by JFL attributable to the infringement are estimates. However, even without the precise value of the profits earned from the copyright infringement and because Sloan has chosen statutory damages, the Board can use those estimates within its wide discretion to "consider what is just in the particular case." This includes the need for deterrence. Deterrence in copyright law serves to dissuade the parties in the case as well as others from taking such actions in the future. *See, e.g., Mon Cheri Bridals, LLC v. Cloudflare, Inc.*, No. 19-cv01356-VC, 2021 WL 1222492, at *1 (N.D. Cal. Apr. 1, 2021).

If the Board were to apply a multiplier of two times the estimate, the resulting amount would be more than Sloan has requested in statutory damages. Therefore, the Board concludes that it is appropriate to award Sloan the full amount of her requested damages, which results in a statutory damages award of \$4,131.

V. Conclusion

The Board finds Respondent, Just for Littles LLC, liable for infringement, and awards Claimant, Wendy Sloan \$4,131 in statutory damages.

Copyright Claims Board