



## Promedev LLC v. Wilson et al

2024 | Cited 0 times | W.D. Washington | June 18, 2024

UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON

AT SEATTLE

PROMEDEV, LLC, Plaintiff, v. ROBY WILSON, et al., Defendants.

CASE NO. C22-1063JLR ORDER

I. INTRODUCTION Before the court are competing motions for attorneys' fees filed by Plaintiff Promedev, LLC ("Promedev") and Defendants Roby Wilson, MaXXiMedia Advertising Co. ("MaXXiMedia"), and Imagipix Corporation (together, "Defendants"). (Pl. Mot. (Dkt. # 123); Defs. Mot. (Dkt. # 126); see Pl. Reply (Dkt. # 135); Defs. Reply (Dkt. # 136).) Each side opposes the other side's motion. (See Pl. Resp. (Dkt. # 132); Defs. Resp. (Dkt. # 129).) The court has considered the motions, the parties' submissions, the relevant portions of the record, and the governing law. Being fully advised, 1

the court GRANTS in part and DENIES in part Promedev's motion and DENIES Defendants' motion.

II. BACKGROUND The court set forth the factual background of this matter in detail in its April 1, 2024 order granting in part and denying in part the parties' motions for summary judgment. (4/1/24 Order (Dkt. # 93) at 2-7.) The court assumes that the reader is familiar with that order, and thus focuses here on the background relevant to the parties' motions for attorneys' fees and costs. This action arose from a July 2020 agreement (the "Agreement") between Promedev and MaXXiMedia under which Promedev agreed to pay MaXXiMedia a monthly commission in exchange for MaXXiMedia's advertising services. (1/18/24 Wilson Decl. (Dkt. # 58) ¶ 8, Ex. A ("Agreement").) The Agreement provides, in relevant part, for an award of attorneys' fees and costs to the "prevailing party":

14. Attorneys' Fees. In the event that the services of an attorney are required or legal action is taken to enforce the terms of this Agreement by either party, or to protect those rights provided by this contract or by law, the prevailing party shall be entitled to an award of actual attorney's fees, costs, and expenses reasonably expended. (Agreement ¶ 14.)

1 Neither party requests oral argument (see Pl. Mot. at 1; Pl. Resp. at 1; Defs. Mot. at 1; Defs. Resp. at 1) and the court concludes that oral argument would not be helpful to its disposition of these



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motions, see Local Rules W.D. Wash. LCR 7(b)(4). On July 1, 2022, Promedev notified MaXXiMedia of its intent to terminate the Agreement 60 days later, on August 31, 2022, consistent with paragraph 13 of the Agreement. (See 4/1/24 Order at 4 (discussing the termination of the Agreement).) Promedev included with its notice a proposed termination agreement that would confirm its remaining payment obligations and its right to ownership of “creative product” produced during the term of the Agreement. (See *id.*) This triggered “a flurry of correspondence from MaXXiMedia,” including a “Notice of Breach of Contract” and demands for additional payment of millions of dollars for “creative product,” “work product,” a “lifetime non-compete and non-disparagement agreement,” and miscellaneous expenses, some of which predated the Agreement. (See *id.* at 4-6.) Promedev did not pay the additional amounts MaXXiMedia demanded. (See *id.* at 6-7.) It filed this case on July 29, 2022, while the issues of payment and creative product ownership were still unresolved. (See *id.* at 7; see also Compl. (Dkt. # 1).) Promedev alleged claims against Defendants for breach of contract, breach of the implied covenant of good faith and fair dealing, breach of fiduciary duty, “civil coercion, extortion, and blackmail,” and a declaratory judgment determining:

a. Promedev has complied with its obligations under, and is not in

breach of, the Agreement. b. Promedev’s obligations as it relates to commissions after August 31,

2022. c. Promedev’s obligations with regard to the Production Expenses not

directly related to the production of specific commercials. d. Promedev has no obligation to pay for any Creative Product. e. Promedev is the owner of all of the alleged Creative Product,

including all of its commercials and the elements of those commercials, and any copyright registrations filed by [Defendants] are invalid and should be canceled. f. Promedev has not obligation to pay for any Work Product. g. Promedev has no obligation to pay for Non-Compete and/or

Non-Disparagement. (See *id.* ¶¶ 58-88.) By September 2022, Promedev paid MaXXiMedia commissions owed through December 2022 and most of Mr. Wilson’s invoiced expenses. (See 4/1/24 Order at 6.) It did not, however, pay the additional sums MaXXiMedia demanded for creative product, work product, or a non-compete/non-disparagement agreement. (See *id.* at 6-7.) On October 25, 2022, Defendants filed an answer and affirmative defenses, along with counterclaims on behalf of MaXXiMedia for breach of contract, breach of the implied covenant of good faith and fair dealing, copyright infringement, trade secret misappropriation in violation of state and federal law, violation of the Washington Consumer Protection Act (“WCPA”), and “fraudulent inducement and fraudulent misrepresentation.” (Ans. (Dkt. # 18) at 17-27, ¶¶ 22-55.) MaXXiMedia amended its counterclaims on December 23, 2022, in response to Promedev’s first motion to dismiss. (See generally 1st MTD (Dkt. # 23); Am. Counterclaims (Dkt. # 25).) On March 2, 2023, the court granted in part and denied in part Promedev’s renewed motion to dismiss certain of MaXXiMedia’s counterclaims. (3/2/23 Order (Dkt. # 40).) In relevant part, the court dismissed MaXXiMedia’s claims for violation of the WCPA and for



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fraudulent inducement and fraudulent misrepresentation, and denied Promedev's motions to dismiss MaXXiMedia's trade secret misappropriation claims and to strike MaXXiMedia's request for the remedy of disgorgement of profits. (See *id.* at 22.) MaXXiMedia did not further amend its counterclaims. (See generally Dkt.) Promedev filed an amended complaint on November 8, 2023. (Am. Compl. (Dkt. # 54); see 11/3/23 Order (Dkt. # 53) (granting Promedev's unopposed motion for leave to amend).) Promedev voluntarily dropped its breach of fiduciary duty claim and removed Mr. Wilson's name from the heading of its breach of contract claim. (See Am. Compl. ¶¶ 64-85.) It also made minor revisions to its declaratory judgment claim. (Compare *id.* ¶ 84, with Compl. ¶ 87.) On January 18, 2024, Defendants moved for summary judgment on all of Promedev's claims. (Defs. MSJ (Dkt. # 56).) Promedev filed its own motion for summary judgment on all of MaXXiMedia's counterclaims on February 8, 2024. (Pl. MSJ (Dkt. # 72).) Neither party moved for summary judgment on its own claims. (See generally *id.*; Defs. MSJ.) On April 1, 2024, the court granted in part and denied in part each of the parties' motions. (See generally 4/1/24 Order.) The court granted in part Promedev's motion for summary judgment on MaXXiMedia's breach of contract counterclaim and granted in full Promedev's motion for summary judgment on MaXXiMedia's counterclaims for breach of the implied covenant of good faith and fair dealing, trade secret misappropriation, and copyright infringement. (See *id.* at 35.) As a result, only MaXXiMedia's counterclaim that Promedev breached the Agreement by disclosing billing rates to third parties remained at play. (See *id.*) The court granted Defendants' motion for summary judgment on Promedev's "civil coercion, extortion, or blackmail" claim and denied their motion for summary judgment on Promedev's claims for breach of contract and of the implied covenant of good faith and fair dealing. (*Id.*) The court also ordered (1) Promedev to show cause why the court should not grant Defendants summary judgment on its breach of contract claim for failure to identify the contract terms Defendants allegedly breached and to show that the breach caused it harm and (2) Defendants to show cause why the court should not impose Rule 11 sanctions for maintaining a frivolous copyright infringement claim. (*Id.*; see also *id.* at 21-22 (discussing Promedev's breach of contract claim), 24-28 (discussing Defendants' copyright infringement claim).) Promedev moved for reconsideration of the court's partial denial of its motion for summary judgment on MaXXiMedia's breach of contract counterclaim, arguing that MaXXiMedia had failed to identify any cognizable damages arising from any alleged disclosure of billing rates. (See generally MFR (Dkt. # 94); see also 4/4/24 Order (Dkt. # 94) (ordering Defendants to respond with evidence of damages caused by Promedev's alleged breach of confidentiality).) After briefing on the orders to show cause and the motion for reconsideration were complete, the court (1) ordered Defendants' attorneys to pay a fine of \$15,500 as Rule 11(b) sanctions for maintaining the copyright infringement counterclaim; (2) granted Promedev's motion for reconsideration and dismissed MaXXiMedia's breach of contract counterclaim with prejudice for failure to demonstrate that it suffered damages; and (3) ordered Promedev to show cause why it should not grant summary judgment in Defendants' favor on Promedev's breach of contract claim for failure to establish recoverable damages. (See generally 4/11/24 Order (Dkt. # 110); 4/12/24 MFR Order (Dkt. # 111); 4/12/24 OSC (Dkt. # 112).) On April 18, 2024, the court granted summary judgment in favor of Defendants on Promedev's breach of contract claim. (4/18/24 Order (Dkt. # 117).) As a result, only Promedev's claims for breach of the implied covenant of good faith and fair dealing and for declaratory judgment



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remained for trial. On April 19, 2024—less than three weeks before the May 7, 2024 trial date (see 2/12/24 Sched. Order (Dkt. # 80)), the parties moved for an order striking the remaining pretrial deadlines and setting a schedule to resolve any remaining issues in the case (see generally 4/19/23 Stip. (Dkt. # 118)). The parties represented that they agreed that the trial was “no longer necessary” and that “no appellate rights are waived by submission of this stipulation.” (Id. at 1.) The court granted the motion and ordered the parties to file, in accordance with their stipulation,

a proposed judgment as to all claims, including the claims already resolved by the Court and Promedev’s remaining claim for declaratory judgment (addressing, inter alia, ownership of the creative works and registered copyrights), and which shall be consistent with the Court’s prior rulings. (4/19/24 Order (Dkt. # 119) at 3.) The parties filed their proposed judgment on April 26, 2024, along with a joint brief setting forth the parties’ positions regarding the scope of the creative product to which Promedev was entitled. (See 4/26/24 Stip. (Dkt. # 121); see also Prop. Judgment (Dkt. # 121-1) (highlighting the disputed language).) On May 30, 2024, the court adopted Promedev’s proposed creative product language and entered the parties’ agreed judgment. (Judgment (Dkt. # 134).) Pursuant to the parties’ stipulation, the court entered judgment in favor of Promedev and against Defendants on Promedev’s declaratory judgment claim and MaXXiMedia’s counterclaims for breach of contract, breach of the implied duty of good faith and fair dealing, copyright infringement, trade secret misappropriation, violation of the Washington Consumer Protection Act, fraudulent inducement, and fraudulent misappropriation. (Id. at 1-2.) The court also entered judgment, pursuant to the stipulation, in favor of MaXXiMedia on Promedev’s claims for breach of contract, breach of the implied duty of good faith and fair dealing, and “civil coercion, extortion, and blackmail.” (Id.)

III. ANALYSIS Plaintiffs assert that they are entitled to an award of attorneys fees and costs as the prevailing party on their contract-related claims pursuant to the Agreement and for defending against MaXXiMedia’s copyright infringement claims. (See generally Pl. Mot.) Defendants assert that neither party prevailed on the contract claims or, in the alternative, that they are the prevailing party. (See generally Defs. Mot.) Defendants also oppose Plaintiffs’ request for fees incurred in relation to MaXXiMedia’s copyright infringement claim. For the reasons set forth below, the court concludes that Promedev is entitled only to the attorneys’ fees and costs it incurred as the prevailing party under the Copyright Act. A. Contractual Claims Promedev argues that it is the prevailing party under the Agreement, and is thus entitled to attorneys’ fees and costs, because it prevailed on its declaratory judgment claim and thus achieved nearly all of its goals in this litigation. (Pl. Mot. at 2, 3-4, 6-7.) Defendants, meanwhile, contend that neither party is the prevailing party and, as a result, each party should bear its own fees and costs. (Defs. Resp. at 4-5; Defs. Mot. at 4-5.) In the alternative, Defendants argue that if the court deems any party to be the prevailing party, it should be Defendants because Promedev paid the sums it owed under the Agreement after it filed suit and eventually dropped its breach of contract claim against Mr. Wilson. (Defs. Mot. at 6-7.)

Paragraph 14 of the Agreement awards “the prevailing party . . . actual attorney’s fees, costs, and expenses reasonably expended” “to enforce the terms of th[e] Agreement . . . or to protect those rights



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provided by [the Agreement] or by law.” (Agreement ¶ 14.) The Agreement does not define “prevailing party.” (See generally *id.*) Under RCW 4.84.330, 2

however, “prevailing party” means “the party in whose favor final judgment is rendered” and an award of fees to the prevailing party is mandatory, with no discretion except as to the amount. RCW 4.84.330; *Crest Inc. v. Costco Wholesale Corp.*, 115 P.3d 349, 355 (Wash. Ct. App. 2005). “When neither party wholly prevails, the court should award fees to the substantially prevailing party, and the identity of the substantially prevailing party depends on the extent of the relief afforded the parties.” *McLelland v. Paxton*, 453 P.3d 1, 23 (Wash. Ct. App. 2019). If both parties prevail on major issues, both parties bear their own costs and fees. *Marassi v. Lau*, 859 P.2d 605, 607 (Wash. Ct. App. 1993), abrogated on other grounds by *Wachovia SBA Lending, Inc. v. Kraft*, 200 P.3d 683, 687-88 (Wash. 2009). // //

2 Although the Agreement is silent on the issue, the parties have agreed throughout this litigation that the Agreement (and thus its attorneys’ fees provision) is governed by Washington law. (See 4/1/24 Order at 9 (so noting).)

Here, the judgment awarded affirmative relief only to Promedev on its declaratory judgment claim. (See Judgment at 1-2.) That judgment, however, was entered pursuant to an agreement by the parties—it was not based on the court’s conclusion that Promedev prevailed on that claim. 3

(See 4/19/24 Stip. at 1.) The court determined only that Promedev’s claims for declaratory judgment and breach of the covenant of good faith and fair dealing would be submitted to the jury at trial. (See *supra* at 5-7.) It was the parties who decided that judgment should be entered in Promedev’s favor on its declaratory judgment claim and in MaXXiMedia’s favor on Promedev’s good faith and fair dealing claim. (See 4/19/24 Stip. at 2; see also Defs. Resp. at 5 (discussing the parties’ agreement).) Meanwhile, the court granted both parties’ motions for summary judgment on the major issue of liability for breach of contract. (See *supra* at 5-7.) Thus, the court agrees with Defendants that neither party is the “prevailing party” under the Agreement and that each party should bear its own fees and costs. *Marassi*, 859 P.2d at 607.

The court thus rejects Defendants’ assertion that they are the prevailing party because MaXXiMedia would have prevailed on its breach of contract counterclaim if Promedev hadn’t tendered payment after it filed suit and because Promedev amended its complaint to remove Mr. Wilson from its own breach of contract claim. (See Defs. Resp. at 2-7; Defs. Mot. at 5-7.) Because the court concluded on summary judgment that Promedev had timely paid MaXXiMedia’s commissions and expenses (see 4/1/24 Order at 12-15, 17), Defendants’ contention that they would have prevailed if only Promedev

3 Indeed, neither party moved for summary judgment on the declaratory judgment claim. (See 4/1/24 Order at 9 n.4 (so observing).) hadn’t timely paid them is not convincing. And although Promedev included Mr. Wilson’s name in the subheading for its breach of contract claim in its original



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complaint, the allegations therein named only MaXXiMedia, and Promedev pursued discovery related to the breach of contract claim from Mr. Wilson only in his capacity as MaXXiMedia's corporate representative. (See Pl. Resp. at 8-10; see also Compl. ¶¶ 59-61 (making allegations only against MaXXiMedia); 5/24/24 Rainwater Decl. (Dkt. # 138-1) ¶ 2, Ex. 1 (Dkt. # 133-1) at 402:2-7 (transcript of Mr. Wilson's deposition, noting switch from questioning Mr. Wilson in his role as corporate representative to questioning him personally about the extortion claim).) Thus, the court awards neither party prevailing party attorneys' fees and costs under the Agreement. B. Copyright Infringement Claim

Promedev also asserts that it is entitled, pursuant to the Copyright Act, 17 U.S.C. § 505, to an award of the attorneys' fees and costs it incurred in defending against MaXXiMedia's copyright infringement counterclaim. (Pl. Mot. at 2, 7-8.) That statute empowers the court to exercise its discretion to award "full costs" and a "reasonable attorney's fee" to the prevailing party in a copyright action. 17 U.S.C. § 505. In determining whether to award attorneys' fees under § 505, the court may consider—but is not limited to—the following factors: "(1) the degree of success obtained, (2) frivolousness, (3) motivation, (4) [the] reasonableness of [the] losing party's legal and factual arguments, and (5) the need to advance considerations of compensation and deterrence." *Shame On You Prods., Inc. v. Banks*, 893 F.3d 661, 666 (9th Cir. 2018) (quoting *Wall Data Inc. v. L.A. Cnty. Sheriff's Dep't*, 447 F.3d 769, 787 (9th Cir. 2006)). The court should "accord substantial weight to the fourth factor." *Id.* (citing *Kirtsaeng v. John Wiley & Sons, Inc.*, 579 U.S. 197, 209 (2016)).

The court has already concluded that Defendants' continued assertion of infringement of 124 unregistered copyrights through summary judgment amounted to "bad faith litigation" (see 4/1/24 Order at 26-28); that their "tactics did not comply with the law" (see 4/11/24 Order at 6-8); and that their "prolonged assertion" of the copyright infringement claims resulted in "an extraordinary case involving conduct so egregious as to necessitate sanctions" (see *id.*). As a result, the court has no trouble finding that the five factors listed above favor an award to Promedev pursuant to § 505.

Defendants argue that an award of fees is unwarranted where they had a "genuine belief" that Promedev's post-filing but timely payment of the amounts it owed under the Agreement "constituted unauthorized use of its creative works and infringement on those works with copyright registrations." (Defs. Resp. at 8.) Even if Defendants had such a belief, the court cannot find that it was reasonable for them to pursue copyright infringement claims based on 124 advertisements for which they did not even submit registration applications. (See 4/1/24 Order at 8 n.3.) And contrary to Defendants' assertion, copyright holders will not be "chill[ed]" from bringing infringement claims based on appropriately registered copyrights by an award of fees in this "egregious" case. (See *id.* at 8; Defs. Resp. at 9.) Therefore, the court grants Promedev's motion for an award of the attorneys' fees and costs it reasonably incurred in defending against MaXXiMedia's copyright infringement counterclaim.

Promedev asks the court to order Defendants' attorneys to pay a portion of any attorneys' fees award



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as an additional sanction for their conduct related to MaXXiMedia's copyright infringement counterclaim pursuant to 28 U.S.C. § 1927. (Pl. Mot. at 8-10.) The court, however, has already sanctioned Defendants' attorneys for maintaining the copyright infringement counterclaim and deemed that sanction sufficient and no greater than necessary to deter repetition of that conduct. (See generally 4/11/24 Order.) The court declines to impose further sanctions on Defendants' attorneys. C. Fees and Costs

Having determined that Promedev is entitled to attorneys' fees and costs reasonably incurred in connection with defending against the copyright infringement counterclaim, the court now turns to the issue of how to quantify those fees and costs.

1. Fees Promedev seeks a total award of \$1,525,264.00 in attorneys' fees. (Pl. Mot. at 10 (citing 5/9/24 Rainwater Decl. (Dkt. # 123) ¶ 10.) The party seeking an award of attorneys' fees bears the burden of demonstrating that the request is reasonable. See *Scott Fetzer Co. v. Weeks*, 859 P.2d 1210, 1216 (Wash. 1993). To determine a reasonable fee, the court begins by calculating the "lodestar," which equals the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate. *Mahler v. Szucs*, 957 P.2d 632, 651 (Wash. 1998), implied overruling on other grounds recognized in *Matsyuk v. State Farm Fire & Cas. Co.*, 272 P.3d 802 (Wash. 2012)). The request must be accompanied by contemporaneous records documenting the hours worked. *Id.* The documentation "need not be exhaustive or in minute detail," but it must inform the court of the number of hours worked, the type of work performed, and the category of attorney who performed the work. *Scott Fetzer Co.*, 859 P.2d at 1216 (quoting *Bowers v. Transamerica Title Ins. Co.*, 675 P.2d 193, 203 (Wash. 1983)).

Because the court "must limit the lodestar to the hours reasonably expended," it should "discount hours spent on unsuccessful claims, duplicated effort, or otherwise unproductive time." *Bowers*, 675 P.2d at 203. In general, if attorneys' fees "are recoverable for only some of a party's claims, the award must properly reflect a segregation of the time spent on issues for which fees are authorized from time spent on other issues." *Boguch v. Landover Corp.*, 224 P.3d 795, 807 (Wash. Ct. App. 2009) (quoting *Mayer v. City of Seattle*, 10 P.3d 408, 415 (Wash. Ct. App. 2000)). The "court need not segregate time, however, 'if it determines that the various claims in the litigation are "so related that no reasonable segregation of successful and unsuccessful claims can be made.'" *Id.* (quoting *Mayer*, 10 P.3d at 415). "The court must also determine the reasonableness of the hourly rate of counsel at the time the lawyer actually billed the client for the services." *Mahler*, 957 P.2d at 651 (citing *Fisher Props., Inc. v. Arden-Mayfair, Inc.*, 798 P.2d 799, 806-07 (Wash. 1990)).

First, Promedev seeks approval of hourly rates ranging from \$850 per hour for DLA Piper LLP partners Anthony Todaro and Michael Garfinkel to \$180 per hour for paralegal Robert McFadden. (See Pl. Mot. at 10-11; 5/9/24 Rainwater Decl. ¶¶ 4-8, Exs. A-E (attorney biographies); see also *id.* ¶ 9, Ex. F (spreadsheet of time billed in this matter).) Counsel asserts that these rates are lower than those they actually charged to Promedev. (5/9/24 Rainwater Decl. ¶ 10.) Defendants do not oppose



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Promedev's attorneys' billing rates (see generally Defs. Resp.) and the court finds that these rates are consistent with the rates charged in this District by attorneys of similar skill, experience, and reputation. Thus, the court approves Promedev's attorneys' requested billing rates.

Second, Promedev seeks an award based on 2,183.3 hours of work performed in this matter. (See 5/9/24 Rainwater Decl. ¶ 10.) In reaching this total, Promedev excluded:

(1) time spent on claims for which Promedev was not successful—including Promedev's claim for civil extortion, breach of contract, breach of the implied duty of good faith and fair dealing, and breach of fiduciary duty—to the extent such time can be reasonable[y] segregated from other time spent pursuing or defending successful claims; (2) time [attorneys] spent getting caught up to speed in this case . . . ; (3) time that [Mr. Rainwater] was able to identify that is duplicative or unnecessary, as well as attorney travel time; (4) time spent on Promedev's unsuccessful motion to strike; [and] (5) time spent by non-litigation attorneys who advised Promedev and prior to Promedev hiring litigation counsel in response to Defendants' July 6, 2022 demand letter. (5/9/24 Rainwater Decl. ¶ 9; see *id.*, Ex. F (striking time entries excluded from Promedev's fee request).) In addition, Promedev excluded time spent briefing the court's order to show cause why it should not grant summary judgment in Defendants' favor on Promedev's breach of contract claim. (See Pl. Mot. at 12-13.)

The court, however, limited Promedev's award to the fees it reasonably incurred in defending against MaXXiMedia's copyright infringement counterclaim pursuant to the Copyright Act. (See *supra* at 11-12.) Because Promedev has not segregated those fees from the fees incurred in relation to other claims, the court cannot determine an appropriate award based on the current record. Therefore, the court ORDERS Promedev to file an amended fee request based only on the fees it incurred in defending against the copyright infringement counterclaim.

2. Costs Promedev also requests an award of \$14,800.95 in costs, including its filing fee, fees charged by court reporters and videographers, and transcript costs. (See Pl. Mot. at 2, 10; 5/9/24 Rainwater Decl. ¶ 13, Ex. H (listing costs).) The court, however, awarded Promedev only the costs incurred in defending against MaXXiMedia's copyright infringement counterclaim pursuant to the Copyright Act. (See *supra* at 11-12.) Accordingly, the court ORDERS Promedev to file an amended costs request that includes only the costs it incurred in defending against that counterclaim.

IV. CONCLUSION For the foregoing reasons, the court GRANTS in part and DENIES in part Promedev's motion for attorneys' fees (Dkt. # 123) and DENIES Defendants' motion for attorneys' fees (Dkt. # 126). The court ORDERS Promedev to file, by no later than June 28, 2024, an amended request that includes only the fees and costs it reasonably incurred in defending against MaXXiMedia's copyright infringement counterclaim. Defendants may file an optional response to Promedev's amended request by no later than July 8, 2024.

Dated this 18th day of June, 2024.



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A JAMES L. ROBERT United States District Judge

