



Donald A. Gardner Architects, Inc. v. Cambridge Builders, Inc.,
803 F. Supp. 2d 373 (E.D.N.C. 2011)

Plaintiffs Gardner and Allora brought a federal copyright infringement claim against Defendants Cambridge Builders *et al.* The court denied Defendants' motion for summary judgment and granted Plaintiff Allora's motion for summary judgment.

Plaintiffs asserted that Defendants constructed multiple structures using Gardner's copyrighted designs for single-family homes, either without a license or in excess of the license granted to Defendants. Defendants argued that the designs were generic designs typical of other third-party plans for similar-sized homes and were not copyright protected.

The court first found that Plaintiffs' copyright registration certificates established a presumption of their copyrights' validity. Next, the court held that Defendants' evidence of similar designs by third-party designers alone failed to establish that, as a matter of law, Plaintiffs' designs were unauthorized derivatives of other works or compilations of unprotectable ideas or functional elements. Thus, Defendants' motion for summary judgment was denied.

On the issue of damages, the court also denied Defendants' motion for summary judgment. Defendants argued that because Plaintiffs were in the business of selling house plans, not in constructing homes, Plaintiffs could not recover actual damages from the *construction* of homes using their plans. The court disagreed, stating that imposing such a limitation upon the damages recoverable under the Copyright Act would mean that some infringers could never be liable for more than a licensing fee, which counteracted the statute.

Finally, the court granted Plaintiff Allora's motion for summary judgment on its copyright claim. Allora argued that Defendant Cambridge Builders copied its design without Plaintiffs' authorization. The court found that although Cambridge purchased a CD-ROM that contained Allora's designs and licensed Cambridge to use Allora's designs, the terms of the license agreement expressly stated that its authorization was limited to construction of only *one* building from the plans.