

NONPRECEDENTIAL DISPOSITION

To be cited only in accordance with FED. R. APP. P. 32.1

United States Court of Appeals

For the Seventh Circuit

Chicago, Illinois 60604

Submitted March 28, 2024*

Decided March 29, 2024

Before

DIANE S. SYKES, *Chief Judge*

DAVID F. HAMILTON, *Circuit Judge*

MICHAEL B. BRENNAN, *Circuit Judge*

No. 23-2431

IFEDOO ENIGWE,
Plaintiff-Appellant,

v.

AMAZON.COM SERVICES LLC and
AUTHOR SOLUTIONS, LLC,
Defendants-Appellees.

Appeal from the United States District
Court for the Southern District of
Indiana, Indianapolis Division.

No. 1:22-cv-013880-MPB-TAB

Matthew P. Brookman,
Judge.

ORDER

Ifedoo Enigwe licensed Author Solutions, LLC, a company that supports self-publishing, to help him sell copies of his copyrighted book, *Mixed Blessings*. After Enigwe settled a dispute with Author Solutions, he released Author Solutions from any future claims “connected with” the book, and Author Solutions agreed to list the book for free for five years. When Author Solutions later had Amazon print copies of the book for an order from Enigwe’s wife, Enigwe sued Author Solutions and Amazon for

* We have agreed to decide the case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(2)(C).

breach of copyright. The district judge entered summary judgment for the defendants. Because the original license and settlement agreement defeat liability, we affirm.

We recite the facts in the light most favorable to Enigwe. *Driveline Sys., LLC v. Arctic Cat, Inc.*, 936 F.3d 576, 579 (7th Cir. 2019). Enigwe contracted with Author Solutions in 2004 to publish his book. Neither party retained a copy of the contract, but they agree that Enigwe licensed Author Solutions to “register [the book] with distributors so that it may be available for sale via ‘print-on-demand’ (printed as ordered) at retail outlets.” Author Solutions had contracts with Amazon to print books that Author Solutions registered with Amazon to sell to customers.

Enigwe previously sued Author Solutions in a suit that settled in 2006. The settlement agreement required Author Solutions to “maintain[] the book” on its listing “for a period of five (5) years ... without charging Enigwe its annual renewal fee during that time period.” In exchange, Enigwe released Author Solutions from “any and all claims ... known or unknown ... which may now exist, have existed in the past, or which may arise in the future other than a claim for breach of this agreement ... in any way connected with the Contract or the Book.”

About 15 years later, Enigwe sued again, this time for breach of copyright. His wife had ordered copies of *Mixed Blessings* from Amazon, and she received them from Amazon’s print-on-demand services. Enigwe believed that these events meant that Author Solutions and Amazon had violated his copyright. In his view, his original contract with Author Solutions authorized it only to *list* his book with retailers like Amazon—the contract did not authorize Author Solutions to have Amazon *print* his book; moreover, that limited authorization to Author Solutions had long ago ended.

The defendants successfully moved for summary judgment. The district judge first observed that the settlement agreement broadly released Author Solutions from claims about the book. He then ruled that the settlement agreement supplemented, rather than replaced, the original contract; thus Author Solutions’s authorization in that contract to list the book with retailers for print-on-demand services survived the settlement. Finally, he ruled that the five-year period in the settlement agreement required Author Solutions to “maintain its existing listing for five additional years without charge,” but did not prevent it from listing the book after.

We review the adverse summary judgment, and the interpretation of contract terms, *de novo*. See *E.T. Prods., LLC v. D.E. Miller Holdings, Inc.*, 872 F.3d 464, 467 (7th Cir. 2017); *United States v. Segal*, 938 F.3d 898, 904 (7th Cir. 2019). The defendants

agree that Enigwe has a valid copyright in the work that they copied, but they contend that they presented an un rebutted copyright defense: a license to print Enigwe's work, based on the original contract and settlement agreement. *See Muhammad-Ali v. Final Call, Inc.*, 832 F.3d 755, 761 (7th Cir. 2016). Enigwe responds that the language is unclear in both documents and requires a jury to interpret.

To begin, the release in the settlement agreement bars Enigwe's claim that Author Solutions violated his copyright by enlisting Amazon to print copies of his book. Under Indiana law, which the settlement agreement adopts as governing, broad exculpatory provisions are enforceable. *See McAdams v. Foxcliff Ests. Cmty. Ass'n, Inc.*, 92 N.E.3d 1144, 1149–50 (Ind. Ct. App. 2018). Enigwe released Author Solutions from "all claims ... which may arise in the future" (other than a breach of the settlement agreement) "in any way connected with ... the Book." That release defeats his claim against Author Solutions because his claim is "connected with" the book. The text is not ambiguous, and in any case Enigwe has not offered any extrinsic evidence from which a jury could decide that the text somehow permits this suit. *See F.E. Gates Co. v. Hydro-Technologies, Inc.*, 722 N.E.2d 898, 903 (Ind. Ct. App. 2000).

Even apart from the release, Enigwe must lose on his claims against Author Solutions and Amazon, because they are correct that they had a license to print his book. The original contract licensed Author Solutions to enlist any distributor, like Amazon, to print *Mixed Blessings*. It states that Author Solutions may "register [the book] with distributors so that it may be available for sale via 'print-on-demand' (printed as ordered) at retail outlets." Enigwe responds that this "print-on-demand" clause means that only Author Solutions, not any retailer, may print the book. But the contract allows for "sale[s]" by "retail outlets" with print-on-demand services, and Enigwe does not dispute that Amazon is a retailer with print-on-demand services. Thus the contract's terms refute his contention.

Finally, based on the terms of the settlement agreement, we reject Enigwe's last argument that the five-year listing term barred Author Solutions from listing the book after that period. The agreement obligated Author Solutions to "maintain[] the book" on its listing "for a period of five (5) years from the Effective Date without charging Enigwe during the period." This provision required Author Solutions to give Enigwe a free listing for five years, but it did not extinguish Author Solutions's license under the original contract to continue to list the book after those five years.

AFFIRMED