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NO JS-6

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

HEATHER HUGHES, an individual; HEATHER HUGHES PRODUCTIONS, LLC, a limited liability company organized under the laws of the State of Washington, Plaintiffs, v. JONAH HIRSCH, an individual; FIXED POINT FILMS, an entity of unknown form; HELPING HANDS PRODUCTIONS, LLC, a limited liability company organized under the laws of the State of North Carolina, Defendants.	Case No. CV 13-02173 DDP (JCGx) **ORDER GRANTING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT** [Dkt. No. 51]

Presently before the court is Plaintiffs' Motion for Summary Judgment. Having considered the submissions of the parties, the court grants the motion and adopts the following order.

I. Background

In 2008, Plaintiff Heather Hughes ("Hughes") purchased the rights to a screenplay (the "Script") titled "Sarah's Gift."

(Declaration of Sarah Lupen, Ex. H ¶ 2.) Hughes rewrote and renamed the script, which she the registered with the United States Copyright Office and Writer's Guild of America West. (Lupen Decl., Ex. H ¶¶ 3-4.)

In 2011, Defendant Jonah Hirsch ("Hirsch") recommended the Script to Helping Hands Productions, LLC ("Helping Hands").[1] (Lupen Decl., Ex. B ¶ 3.) Hirsch "was attached by [Helping Hands] to produce the film on its behalf and was tasked with an obtaining an option on the screenplay as well as to develop the screenplay into a draft suitable for production." (Id. ¶ 5; Declaration of Jonah Hirsch in Opposition to MSJ ¶ 5.) Hirsch also provided "numerous creative notes relating to story, character and tone.") (Hirsch Decl. ¶ 4.; Lupen Decl. Ex. H(B).)

In July 2011, Hughes entered into a purchase option agreement with Helping Hands. (Lupen Decl., Ex. J.) Helping Hands paid Hughes $7,500 for a one-year option ending July 26, 2012. (Lupen Decl., Ex. H ¶ 11.) Under the terms of the option agreement, Helping Hands had the right to extend its purchase option for another year by tendering another $7,500 to Hughes at any time prior to July 26, 2012. (Lupen Decl., Ex. J.) Helping Hands did not purchase the script. (Lupen Decl., Ex. H ¶¶ 12, 15.)

A dispute arose as to the ownership of the Script, leading Plaintiffs to file the instant action in this court. Plaintiffs and Helping Hands arbitrated their dispute, which resulted in an arbitration award concluding that Helping Hands had no claim to the

[1] Defendant Fixed Point Films is wholly owned by Hirsch. (Lupen Decl., Ex. A.)

Script. (Lupen Decl., Ex. C.) Plaintiffs and Helping hands then entered into a stipulated judgment in this case. (Dkt. 46, 48).

Hirsch and Fixed Point declined to submit to binding arbitration. Plaintiffs now seek summary judgment declaring that Hughes is the sole owner of the Script.[2]

II. Legal Standard

Summary judgment is appropriate where the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show "that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). A party seeking summary judgment bears the initial burden of informing the court of the basis for its motion and of identifying those portions of the pleadings and discovery responses that demonstrate the absence of a genuine issue of material fact. See Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986). All reasonable inferences from the evidence must be drawn in favor of the nonmoving party. See Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 242 (1986). If the moving party does not bear the burden of proof at trial, it is entitled to summary judgment if it can demonstrate that "there is an absence of evidence to support the nonmoving party's case." Celotex, 477 U.S. at 323.

Once the moving party meets its burden, the burden shifts to the nonmoving party opposing the motion, who must "set forth

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[2] Plaintiffs request that the court dismiss their remaining claims for interference with prospective economic relations, conversion, and unfair business practices. That request is GRANTED. Plaintiffs' First, Second, and Third causes of action are DISMISSED, with prejudice.

specific facts showing that there is a genuine issue for trial." Anderson, 477 U.S. at 256. Summary judgment is warranted if a party "fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial." Celotex, 477 U.S. at 322. A genuine issue exists if "the evidence is such that a reasonable jury could return a verdict for the nonmoving party," and material facts are those "that might affect the outcome of the suit under the governing law." Anderson, 477 U.S. at 248. There is no genuine issue of fact "[w]here the record taken as a whole could not lead a rational trier of fact to find for the non-moving party." Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986).

It is not the court's task "to scour the record in search of a genuine issue of triable fact." Keenan v. Allan, 91 F.3d 1275, 1278 (9th Cir. 1996). Counsel has an obligation to lay out their support clearly. Carmen v. San Francisco Sch. Dist., 237 F.3d 1026, 1031 (9th Cir. 2001). The court "need not examine the entire file for evidence establishing a genuine issue of fact, where the evidence is not set forth in the opposition papers with adequate references so that it could conveniently be found." Id.

III. Discussion

There do not appear to be any disputes of material fact.[3] Hirsch does not dispute that "he was involved with" Helping Hands. (Opposition at 1.) Hirsch also states that he makes no claims of

[3] Though Defendant Hirsch, appearing pro se, did not timely file an opposition to Plaintiffs' motion, the court has considered Hirsch's late-filed opposition in the interest of deciding matters on the merits.

ownership to the Script. (Opp. at 2.) Rather, Hirsch claims ownership only of "certain creative notes which were all . . . original ideas and intellectual property . . ." (Id.)

Hirsch's argument is somewhat unclear to the court. Plaintiffs claim only that they own all rights, title, and interest to the Script, to which Hirsch appears to stake no claim. (FAC ¶ 54; Opp. at 2.) This alone would seem to warrant summary judgment in favor of Plaintiffs.

To the extent Hirsch contends that Plaintiffs are not the sole owners of the Script because Hirsch owns certain notes or ideas incorporated into the Script, Hirsch is mistaken. First, ideas alone are simply not copyrightable. Worth v. Selchow & Righter Co., 827 F.2d 569, 572 (9th Cir. 1987); 17 U.S.C. § 102(b). Only particular creative expressions, which include specific details of an author's rendering of an idea, are protectable. Funky Films, Inc. v. Time Warner Entm't Co., 462 F.3d 1072, 1077 (9th Cir. 2006). Hirsch has not pointed to, nor is the court aware of, any such expressions here.

Furthermore, even if Hirsch did own a copyright to creative expressions incorporated into the Script, that would not necessarily entitle him to an authorship or ownership interest in the Script. "[A]uthorship is not the same thing as making a valuable and copyrightable contribution." Aalmuhammed v. Lee, 202 F.3d 1227, 1232 (9th Cir. 2000). Nor are any of the indicators of joint authorship present here. See Aalmuhammed, 202 F.3d at 1234. Accordingly, there can be no dispute that Hughes is the sole owner of the Script.

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IV. Conclusion

For the reasons stated above, Plaintiffs' Motion for Summary Judgment is GRANTED. Plaintiffs' First, Second, and Third causes of action are DISMISSED, with prejudice, at Plaintiffs' request. Each party shall bear its own costs.

IT IS SO ORDERED.

Dated: September 18, 2014

DEAN D. PREGERSON
United States District Judge