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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**

8
9 David Kaufman,

10 Plaintiff,

11 v.

12 Warner Bros. Entertainment Incorporated, et
13 al.,

14 Defendants.

No. CV-16-02248-PHX-JAT

ORDER

15 Pending before the Court is Defendant Warner Bros. Entertainment and Defendant
16 Warner Bros. Consumer Products Inc.'s Motion to Correct Clerical Mistake in Judgment
17 (Doc. 131). The Court now rules on this Motion.

18 On May 13, 2019, the Court entered an Order stating, in relevant part:

19 **IT IS FINALLY ORDERED** that Defendants' Motion for
20 Attorneys' Fees (Doc. 92) is **GRANTED**. Defendants are
21 awarded **\$138,792.50** in attorneys' fees and costs. The Clerk
22 of the Court shall enter judgment accordingly.

23 (Doc. 129 at 30). The Court's Order awarded the specified amount to "Defendants," which
24 that same Order defined to mean Defendant Warner Bros. Entertainment and
25 Defendant Warner Bros. Consumer Products Inc. in the first three lines on the first page.
26 (*See id.* at 1 ("Pending before the Court is Defendant Warner Bros. Entertainment Inc. and
27 Defendant Warner Bros. Consumer Products Inc.'s (collectively, 'Defendants') Motion for
28 Attorneys' Fees (Doc. 92)[.]"). However, the Clerk's Judgment entered that same day

1 states: “IT IS ORDERED AND ADJUDGED that pursuant to the Court’s Order filed
2 May 13, 2019, judgment is entered in favor of *defendant* and against plaintiff in the amount
3 of \$138,792.50 in attorney’s fee and costs.” (Doc. 130 (emphasis added)).

4 On May 24, 2019, Defendant Warner Bros. Entertainment and Defendant Warner
5 Bros. Consumer Products Inc. filed a Motion pursuant to Fed. R. Civ. P. 60(a) asking that
6 the Court correct the Judgment to state that “. . . judgment is entered in favor of
7 Defendant Warner Bros. Entertainment Inc. and Defendant Warner Bros. Consumer
8 Products Inc.” (Doc. 131 at 1). Under Rule 60(a), on motion or on its own, the Court “may
9 correct a clerical mistake or a mistake arising from oversight or omission whenever one is
10 found in a judgment, order, or other part of the record.” “A district court has very wide
11 latitude in correcting clerical mistakes in a judgment.” *Blanton v. Anzalone*, 813 F.2d 1574,
12 1577 (9th Cir. 1987). In doing so, the focus is “on what the court *originally intended* to
13 do.” *Id.* “A district court judge may properly invoke Rule 60(a) to make a judgment reflect
14 the actual intentions and necessary implications of the court’s decision.” *Robi v. Five*
15 *Platters, Inc.*, 918 F.2d 1439, 1445 (9th Cir. 1990) (citing *Blanton*, 813 F.2d at 1577).
16 Accordingly, “[e]rrors correctable under Rule 60(a) include those where what is written or
17 recorded is not what the court intended to write or record[,]” regardless if the error “is made
18 by a clerk or by the judge.” *Blanton*, 813 F.2d at 1577.

19 The Motion at issue contends that the Clerk’s Judgment on Attorney Fees
20 (Doc. 130) “contains a clerical mistake, in that it states that judgment was entered in favor
21 of only one defendant,” and “does not specify *which* defendant.” (Doc. 131 at 2). The Court
22 agrees, as the Court’s Order indicated that judgment should have been entered in favor of
23 both Defendant Warner Bros. Entertainment Inc. and Defendant Warner Bros. Consumer
24 Products Inc. The mistake at issue, which indicated that judgment was to be entered in
25 favor of an unspecified individual “defendant,” was a “quintessential ‘clerical’ error[] []
26 where the court errs in transcribing the judgment[.]” *Tattersalls, Ltd. v. DeHaven*, 745 F.3d
27 1294, 1297 (9th Cir. 2014); *see also Mitchell Repair Info. Co., LLC v. Rutchev*, No. C08-
28 500 RSM, 2009 WL 3242093, at *2 (W.D. Wash. Oct. 2, 2009) (“[C]ourts have specifically

1 held that Rule 60(a) allows the court to correct judgment errors with respect to a
2 defendant’s name.”). As such a “clerical error or a mistake arising from oversight or
3 omission” is clearly within the scope of Rule 60(a), the Court may correct the Judgment to
4 correctly reflect what the Court intended in its May 13, 2019 Order—that judgment be
5 entered in favor of both Defendant Warner Bros. Entertainment Inc. and Defendant Warner
6 Bros. Consumer Products Inc.¹

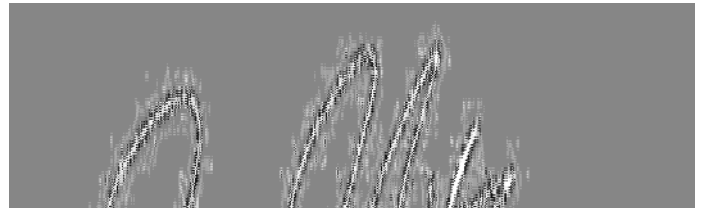
7 For the foregoing reasons,

8 **IT IS ORDERED** that Defendant Warner Bros. Entertainment and Defendant
9 Warner Bros. Consumer Products Inc.’s Motion to Correct Clerical Mistake in Judgment
10 (Doc. 131) is **GRANTED**.

11 **IT IS FURTHER ORDERED** vacating the judgment at Doc. 130. The Clerk of the
12 Court is directed to enter judgment in favor of Defendant Warner Bros. Entertainment and
13 Defendant Warner Bros. Consumer Products Inc., and against Plaintiff David Kaufman, in
14 the amount of \$138,792.50 in attorneys’ fees and costs.

15 Dated this 10th day of June, 2019.

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28 ¹ The Court declines to enter judgment *nunc pro tunc*, as Defendants request.
(Doc. 131 at 5).