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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

DISNEY ENTERPRISES, INC.;
LUCASFILM LTD. LLC;
TWENTIETH CENTURY FOX FILM
CORPORATION; WARNER BROS.
ENTERTAINMENT INC.; MVL FILM
FINANCE LLC; NEW LINE
PRODUCTIONS, INC.; and TURNER
ENTERTAINMENT CO.,

Plaintiffs,

vs.

VIDANGEL, INC,

Defendant.

Case No. 2:16-cv-04109-AB (PLAx)

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

Judge: Hon. André Birotte Jr.

Bench Trial: June 10, 2019

Time: 2:00 PM

Crtrm.: 7B

On June 10, 2019, a bench trial was held on the ownership of 79 copyrighted works claimed by Plaintiff Warner Bros. Entertainment Inc. and 23 copyrighted works claimed by Plaintiff Turner Entertainment Co. Having reviewed and considered all the evidence presented during the bench trial, and the contentions and

1 arguments of counsel, the Court hereby makes the following findings of fact and
2 conclusions of law in accordance with Rule 52(a) of the Federal Rules of Civil
3 Procedure.

4 **FINDINGS OF FACT**

5 **A. The Warner Bros. Entertainment Inc. Works**

6 1. Plaintiff Warner Bros. Entertainment Inc. is a corporation duly
7 incorporated under the laws of the State of Delaware.

8 2. Plaintiff Warner Bros. Entertainment Inc. is the exclusive owner by
9 assignment of the U.S. and worldwide copyrights in the following motion pictures:
10 “Batman,” “Batman Returns,” “Blazing Saddles,” “The Candidate,” “A Clockwork
11 Orange,” “The Color Purple,” “Deliverance,” “Doc Hollywood,” “Driving Miss
12 Daisy,” “Empire of the Sun,” “The Enforcer,” “Enter The Dragon,” “Every Which
13 Way But Loose,” “Full Metal Jacket,” “Funny Farm,” “Goodfellas,” “The Goonies,”
14 “Gremlins,” “Gremlins 2: The New Batch,” “Innerspace,” “Joe Versus The
15 Volcano,” “Lethal Weapon,” “Lethal Weapon 2,” “Lethal Weapon 3,” “Lost Boys,”
16 “National Lampoon’s Christmas Vacation,” “National Lampoon’s European
17 Vacation,” “National Lampoon’s Vacation,” “The Outlaw – Josey Wales,” “Pale
18 Rider,” “The Rookie,” “The Shining,” “Spies Like Us,” “Sudden Impact,” “THX
19 1138,” “Twilight Zone – The Movie,” and “What’s Up Doc?.” Two of the above
20 motion pictures, “The Enforcer” and “The Outlaw – Josey Wales,” were renewed in
21 the name of Warner Bros. Entertainment Inc.

22 3. For convenience at the bench trial, Plaintiffs have referred to the
23 motion pictures listed in Paragraph 2 above as the “WBI Pictures.” The chain of
24 title of the WBI Pictures to Warner Bros. Entertainment Inc. is established as
25 follows:

26 a. The copyrights to the WBI Pictures were registered with the U.S.
27 Copyright Office in the name of Warner Bros. Inc.

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1 b. On June 30, 1992, Warner Bros. Inc. assigned to Time Warner
2 Entertainment Company, L.P. all of its right, title and interest in and to the WBI
3 Pictures.

4 c. On March 31, 2003, Time Warner Entertainment Company, L.P.
5 assigned all of its right, title and interest to numerous motion pictures, including the
6 WBI Pictures, to Warner Communications Inc.

7 d. On March 31, 2003, Warner Communications Inc. assigned all of
8 its right, title and interest to numerous motion pictures, including the WBI Pictures,
9 to Warner Bros. Entertainment Inc.

10 4. Plaintiff Warner Bros. Entertainment Inc. is the exclusive owner by
11 assignment of the U.S. and worldwide copyrights in the following motion pictures:
12 “The Avengers,” “Batman & Robin,” “Batman Forever,” “Batman: Mask of the
13 Phantasm,” “The Bodyguard,” “The Bridges of Madison County,” “Conspiracy
14 Theory,” “Contact,” “Dave,” “Demolition Man,” “Dennis the Menace,” “Eraser,”
15 “Executive Decision,” “Eyes Wide Shut,” “Fair Game,” “The Fugitive,” “Grumpier
16 Old Men,” “Grumpy Old Men,” “Harry Potter and the Sorcerer’s Stone,” “The
17 Hudsucker Proxy,” “The Iron Giant,” “Lethal Weapon 4,” “Little Giants,” “A Little
18 Princess,” “Malcolm X,” “Mars Attacks!” “Midnight in the Garden of Good and
19 Evil,” “Osmosis Jones,” “Outbreak,” “The Pelican Brief,” “The Perfect Storm,”
20 “The Postman,” “Quest For Camelot,” “Richie Rich,” “Scooby-Doo,” “Selena,”
21 “Space Jam,” “Sphere,” “Unforgiven,” “U.S. Marshals,” “Wyatt Earp,” “You’ve
22 Got Mail.”

23 5. For convenience at the bench trial, the Plaintiffs have referred to the
24 motion pictures listed in Paragraph 4 above as the “WB Pictures.” The chain of title
25 of the WB Pictures to Warner Bros. Entertainment Inc. is established as follows:

26 a. The copyrights to the WB Pictures were registered with the U.S.
27 Copyright Office in the name of Warner Bros., a division of Time Warner
28 Entertainment Company, L.P.

1 b. On March 31, 2003, Time Warner Entertainment Company, L.P.
2 assigned all of its right, title and interest to numerous motion pictures, including the
3 WB Pictures, to Warner Communications Inc.

4 c. On March 31, 2003, Warner Communications Inc. assigned all of
5 its right, title and interest to numerous motion pictures, including the WB Pictures,
6 to Warner Bros. Entertainment Inc.

7 6. VidAngel submitted no evidence of invalidity of Plaintiff Warner Bros.
8 Entertainment Inc.'s ownership or chain of title of the aforementioned works.

9 **B. The Turner Entertainment Co. Works**

10 7. Plaintiff Turner Entertainment Co. is a corporation duly incorporated
11 under the laws of the State of Delaware. Turner Entertainment Co. is a wholly
12 owned subsidiary of Warner Bros. Entertainment Inc.

13 8. Turner Entertainment Co. is the exclusive owner by assignment of the
14 U.S. and worldwide copyrights in the following motion pictures: "The Adventures
15 of Robin Hood," "Casablanca," and "The Maltese Falcon."

16 9. For convenience at the bench trial, the Plaintiffs have referred to the
17 motion pictures listed in Paragraph 8 above as the "WBP Pictures." The chain of
18 title of the WBP Pictures to Turner Entertainment Co. is established as follows:

19 a. The copyrights in the WBP Pictures were originally registered
20 with the U.S. Copyright Office in the name of Warner Bros. Pictures, Inc.

21 b. On July 26, 1956, Warner Bros. Pictures, Inc. assigned all of its
22 right, title and interest in and to the copyrights in its feature motion picture
23 photoplays, short subject motion picture photoplays, cartoon motion picture
24 photoplays and literary properties to P.R.M., Inc.

25 c. On November 27, 1956, P.R.M., Inc. changed its name to
26 Associated Artists Productions Corp.

27 d. On October 17, 1958, Associated Artists Productions Corp.
28 assigned to United Artists Associated, Inc. all its assets.

1 e. On March 19, 1964, United Artists Associated, Inc. changed its
2 name to United Artists Television, Inc.

3 f. United Artists Television, Inc. renewed the copyrights in the
4 WBP Pictures with the U.S. Copyright Office.

5 g. On June 17, 1982, United Artists Television, Inc. merged into
6 United Artists Corporation.

7 h. On March 24, 1986, United Artists Corporation assigned its
8 motion picture copyrights, including copyrights in the WBP Pictures, to MGM/UA
9 Entertainment Co.

10 i. On March 25, 1986, MGM/UA Entertainment Co. changed its
11 name to MGM Entertainment Co.

12 j. On August 4, 1986, MGM Entertainment Co. merged into TBS
13 Entertainment Co.

14 k. On August 8, 1986, TBS Entertainment Co. changed its name to
15 Turner Entertainment Co.

16 10. Turner Entertainment Co. is the exclusive owner by assignment of the
17 U.S. and worldwide copyrights in the following motion pictures: "Ben-Hur," "North
18 by Northwest," "Never Let Me Go," "Ransom," "Seven Brides for Seven Brothers,"
19 "Singin' in the Rain," "The Three Musketeers," and "The Wizard of Oz."

20 11. For convenience at the bench trial, the Plaintiffs have referred to the
21 motion pictures listed in Paragraph 10 above as the "Loew's Pictures." The chain of
22 title of the Loew's Pictures to Turner Entertainment Co. is established as follows:

23 a. The copyrights in the Loew's Pictures were originally registered
24 with the U.S. Copyright Office in the name of Loew's Incorporated.

25 b. On February 25, 1960, Loew's Incorporated changed its name to
26 Metro-Goldwyn-Mayer Inc.

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1 c. On February 29, 1980, Metro-Goldwyn-Mayer Inc. assigned all
2 of its right, title and interest in its motion picture copyrights, including the Loew's
3 Pictures, to Metro-Goldwyn-Mayer-Film Co.

4 d. On April 12, 1982, Metro-Goldwyn-Mayer Film Co. changed its
5 name to MGM/UA Entertainment Co.

6 e. On March 25, 1986, MGM/UA Entertainment Co. changed its
7 name to MGM Entertainment Co.

8 f. On August 4, 1986, MGM Entertainment Co. merged into TBS
9 Entertainment Co.

10 g. On August 8, 1986, TBS Entertainment Co. changed its name to
11 Turner Entertainment Co.

12 12. Turner Entertainment Co. is the exclusive owner by assignment of the
13 U.S. and worldwide copyrights in the following motion pictures: "2001: A Space
14 Odyssey," "Dirty Dozen," "Doctor Zhivago," "Far From the Madding Crowd,"
15 "Kelly's Heroes," "Logan's Run," "The Rounders," "Skyjacked," "Where Eagles
16 Dare."

17 13. For convenience at the bench trial, the Plaintiffs have referred to the
18 motion pictures listed in Paragraph 12 above as the "MGM Pictures." The chain of
19 title of the MGM Pictures to Turner Entertainment Co. is established as follows:

20 a. The copyrights in the MGM Pictures were originally registered
21 with the U.S. Copyright Office in the name of Metro-Goldwyn-Mayer Inc.

22 b. The chain of title from Metro-Goldwyn-Mayer Inc. is as set forth
23 in Paragraphs 11(c)-(g) above.

24 c. The copyrights to the MGM Pictures were renewed in the U.S.
25 Copyright Office in the name of Turner Entertainment Co.

26 14. Turner Entertainment Co. is the exclusive owner by assignment of the
27 U.S. and worldwide copyrights in the following motion pictures: "2010," "A
28 Christmas Story," and "Strange Brew."

1 21. The March 31, 2003 Copyright Assignment Agreements between Time
2 Warner Entertainment Company, L.P. and Warner Communications, Inc.; and
3 between Warner Communications, Inc. to Warner Bros. Entertainment Inc.
4 transferred “the entire copyright and all rights under copyright” (TX 1867, 1868),
5 evincing an intent to transfer the entire copyright. *See Rohauer*, 306 F.2d at 935.

6 22. Warner Bros. Entertainment Inc. was not required to produce the
7 Intellectual Property Agreement to establish a prima facie case of ownership of the
8 WBEI Works. Once Plaintiff established the chain of title between Time Warner
9 Entertainment Company, L.P. and Plaintiff Warner Bros. Entertainment Inc. by
10 submitting the Copyright Assignment Agreements, the burden shifted to VidAngel
11 to establish the invalidity of Plaintiff’s title. 3 Nimmer on Copyright § 12.11[C].
12 VidAngel submitted no evidence of invalidity and therefore failed to satisfy its
13 burden.

14 23. Plaintiff Turner Entertainment Co. claims ownership of 23 works
15 identified by title at Paragraphs 8, 10, 12, & 14 above (“Turner Works”).

16 24. Ownership of the Turner Works transferred when (1) MGM/UA
17 Entertainment Co. changed its name to MGM Entertainment Co. on March 25,
18 1986; and (2) when MGM Entertainment Co. merged into TBS Entertainment Co.
19 on August 4, 1986. *See Lone Ranger Television, Inc. v. Program Radio Corp.*, 740
20 F.2d 718, 721 (9th Cir. 1984).

21 25. Once Plaintiff Turner Entertainment Co. established the chain of title
22 between MGM/UA Entertainment Co. and Plaintiff Turner Entertainment Co., the
23 burden shifted to VidAngel to establish the invalidity of Plaintiff’s title. 3 Nimmer
24 on Copyright § 12.11[C]. VidAngel submitted no evidence of invalidity, and
25 therefore failed to satisfy its burden.

26 26. The Court rejects VidAngel’s argument that copyright registration
27 certificates and chain of title documentation produced after the deadline for initial
28 disclosures are inadmissible. As the Court already held, all titles revealed through

1 discovery are in issue, and VidAngel has identified no prejudice in allowing the case
2 to proceed as to all such titles. (Dkt. 361.)


3 27. Plaintiff Warner Bros. Entertainment Inc. is the owner of the 79 WBEI
4 Works.

5 28. Plaintiff Turner Entertainment Co. is the owner of the 23 Turner
6 Works.

7 **CONCLUSION**

8 Based on the foregoing, this Court ORDERS that Plaintiffs may claim
9 statutory damages for the 102 works discussed above, in addition to the works
10 whose ownership the parties have already stipulated and are shown on Appendices
11 A1, B1, C1, D1, E1, and F1 to the parties' Proposed Final Pretrial Conference
12 Order.

13
14 DATED this 18th day of June, 2019.

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16 By: 
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18 HON. ANDRÉ BIROTTE JR.
19 U.S. District Court
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