

1 DANIEL M. PETROCELLI (S.B. #097802)
dpetrocelli@omm.com
2 MATTHEW T. KLINE (S.B. #211640)
mkline@omm.com
3 CASSANDRA L. SETO (S.B. #246608)
cseto@omm.com
4 O'MELVENY & MYERS LLP
1999 Avenue of the Stars, 7th Floor
5 Los Angeles, CA 90067-6035
Telephone: (310) 553-6700
6 Facsimile: (310) 246-6779

7 Attorneys for DC Comics Parties

8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 LAURA SIEGEL LARSON,
12 individually and as personal
representative of the ESTATE OF
13 JOANNE SIEGEL,

14 Plaintiff,

15 v.

16 WARNER BROS. ENTERTAINMENT
INC., DC COMICS, and DOES 1-10,

17 Defendants and
18 Counterclaimants.

Case No. CV 04-8400 ODW (RZx)

**[PROPOSED] FINAL JUDGMENT
IN THE SIEGEL SUPERMAN CASE**

The Hon. Otis D. Wright II

19
20
21
22
23
24
25
26
27
28

1 **[PROPOSED] JUDGMENT**

2 On January 10, 2013, the United States Court of Appeals for the Ninth
3 Circuit reversed Judge Larson’s March 26, 2008, partial summary judgment order
4 and held that, “as a matter of law,” plaintiff Laura Siegel Larson (referred to herein
5 in her individual capacity and as personal representative of the Estate of Joanne
6 Siegel as “Larson”) entered into a settlement agreement with defendants
7 (collectively, “DC”) on October 19, 2001. *Larson v. Warner Bros. Entm’t Inc.*,
8 2012 WL 6822241, at *1 (9th Cir. Jan. 10, 2013). “Statements from the attorneys
9 for both parties establish that the parties had undertaken years of negotiations . . . ,
10 and that the letter” sent by Larson’s attorney, Kevin Marks, on October 19, 2001,
11 “accurately reflected the material terms they had orally agreed to.” *Id.* The Ninth
12 Circuit directed this Court to “reconsider DC’s third and fourth counterclaims in
13 light of our holding that the October 19, 2001, letter created an agreement.” *Id.* at
14 *2.

15 Consistent with the Ninth Circuit’s opinion and instructions on remand, *id.* at
16 *1-2, this Court may now enter final judgment in DC’s favor in two of three long-
17 running Superman cases presently before this Court: (1) the above-entitled “*Siegel*
18 *Superman*” case, Case No. CV-04-8400; and (2) the related “*Siegel Superboy*” case,
19 Case No. CV-04-8776 (addressed in a separate Final Judgment filed concurrently
20 herewith). In the parties’ October 19, 2001, settlement agreement, Larson (and her
21 family) “transfer[red] all of [their] rights” to DC, “resulting in 100% ownership to
22 D.C. Comics.” Declaration of Daniel M. Petrocelli (“Petrocelli Decl.”) Ex. B at 21;
23 *Larson*, 2012 WL 6822241, at *1. This complete transfer bars Larson’s remaining
24 claims in this case and entitles DC to judgment on its Fourth Counterclaim in this
25 case, which seeks a declaration confirming the October 19, 2001, settlement
26 agreement against Larson. DC’s remaining counterclaims are dismissed, without
27 prejudice, as moot. Therefore:
28

1 A. Larson's Claims

2 IT IS ORDERED AND ADJUDGED that Larson's First Claim for Relief, for
3 "Declaratory Relief re: Termination," is DENIED, and judgment is hereby entered
4 in DC's favor and against Larson on this claim. *See also* DN 293, 560.

5 IT IS FURTHER ORDERED AND ADJUDGED that Larson's Second
6 Claim for Relief, for "Declaratory Relief re: Profits from Recaptured Copyrights,"
7 is DENIED, and judgment is hereby entered in DC's favor and against Larson on
8 this claim. *See also* DN 293, 560.

9 IT IS FURTHER ORDERED AND ADJUDGED that Larson's Third Claim
10 for Relief, for "Declaratory Relief re: Use of the 'Superman' Crest," is DENIED,
11 and judgment is hereby entered in DC's favor and against Larson on this claim. *See*
12 *also* DN 293, 560.

13 IT IS FURTHER ORDERED AND ADJUDGED that Larson's Fourth Claim
14 for Relief, for "Accounting for Profits," is DENIED, and judgment is hereby
15 entered in DC's favor and against Larson on this claim. *See also* DN 293, 560.

16 B. DC's Counterclaims

17 IT IS ORDERED AND ADJUDGED that DC's Fourth Counterclaim, for
18 "Declaratory Relief Regarding the [2001 Settlement] Agreement," is GRANTED,
19 and judgment is hereby entered in DC's favor and against Larson on this
20 counterclaim. The Court declares that, under the parties' October 19, 2001,
21 settlement agreement, Larson and her family transferred to DC, worldwide and in
22 perpetuity, any and all rights, title, and interest, including all copyright interests,
23 which they may have in Superman, Superboy, and Spectre. Petrocelli Decl. Ex. B
24 at 19, 21; *Larson*, 2012 WL 6822241, at *1-2.

25 IT IS ACCORDINGLY FURTHER ORDERED, ADJUDGED, and
26 DECREED that DC's First, Second, Third, Fifth, and Sixth Counterclaims are
27 DISMISSED, WITHOUT PREJUDICE, AS MOOT.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED.

Dated: _____

Honorable Otis D. Wright, II
Judge, United States District Court

OMM_US:71247304