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

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

13 Plaintiff,

14 v.

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

16 Defendants and
17 Counterclaimants.

18 LAURA SIEGEL LARSON,
19 individually and as personal
representative of the ESTATE OF
JOANNE SIEGEL,

20 Plaintiff,

21 v.

22 TIME WARNER INC., WARNER
23 COMMUNICATIONS INC.,
WARNER BROS. ENTERTAINMENT
24 INC., WARNER BROS. TELEVISION
PRODUCTION INC., DC COMICS,
25 and DOES 1-10,

26 Defendants and
27 Counterclaimants.
28

Case No. CV 04-8400 ODW (RZx)
Case No. CV 04-8776 ODW (RZx)

**[PROPOSED] STATEMENT OF
UNCONTROVERTED FACTS AND
CONCLUSIONS OF LAW IN
SUPPORT OF DEFENDANT DC
COMICS' MOTION FOR
SUMMARY JUDGMENT IN THE
SIEGEL SUPERMAN AND
SUPERBOY CASES**

The Hon. Otis D. Wright II

Hearing Date: March 11, 2013
Hearing Time: 1:30 p.m.
Courtroom: 11

[PROPOSED] STATEMENT OF

1 After consideration of the papers in support of and in opposition to
 2 defendants' (collectively, "DC") Motion For Summary Judgment In The *Siegel*
 3 *Superman And Superboy Cases*, the Court hereby makes its findings of
 4 uncontroverted facts and conclusions of law as follows:

UNCONTROVERTED FACTS

<u>No.</u>	<u>Uncontroverted Fact</u>	<u>Evidence</u>
1	<p>The agreement set forth in Kevin Marks' October 19, 2001, letter to John Schulman states:</p> <p>"The Property" means all Superman, Superboy and related properties (including, for example, Supergirl, Steel, Lois & Clark and Smallville), and the Spectre property, and includes all pre- and post-termination works (including the so-called Superman library), characters, names and trademarks relating to the Property....</p> <p>The Siegel Family would transfer all of its rights in the "Superman" and "Spectre" properties (including "Superboy"), resulting in 100% ownership to D.C. Comics, as between the Siegel Family and D.C. Comics.</p>	<p>Declaration of Daniel M. Petrocelli ("Petrocelli Decl."), Ex. B at 19, 21; <i>Larson v. Warner Bros. Entm't, Inc.</i>, 2012 WL 6822241, at *1-2 (9th Cir. Jan. 10, 2013).</p>

CONCLUSIONS OF LAW

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 20 As set forth in DC's summary judgment papers, Proposed Order, and
 21 Proposed Final Judgments:

22 1. On January 10, 2013, the United States Court of Appeals for the Ninth
 23 Circuit reversed Judge Larson's March 26, 2008, partial summary judgment order
 24 and held that, "as a matter of law," plaintiff Laura Siegel Larson (referred to herein
 25 in her individual capacity and as personal representative of the Estate of Joanne
 26 Siegel as "Larson") entered into a settlement agreement with DC on October 19,
 27 2001. *Larson*, 2012 WL 6822241, at *1. "Statements from the attorneys for both
 28 parties establish that the parties had undertaken years of negotiations ..., and that

[PROPOSED] STATEMENT OF

1 the letter” sent by Larson’s attorney, Kevin Marks, on October 19, 2001,
2 “accurately reflected the material terms they had orally agreed to.” *Id.* The Ninth
3 Circuit directed this Court to “reconsider DC’s third and fourth counterclaims in
4 light of our holding that the October 19, 2001, letter created an agreement.” *Id.* at
5 *2.

6 2. Consistent with the Ninth Circuit’s opinion and instructions on remand,
7 *id.* at *1-2, this Court may now enter final judgment in DC’s favor in the above-
8 entitled cases: (1) the “*Siegel Superman*” case, Case No. CV-04-8400; and (2) the
9 “*Siegel Superboy*” case, Case No. CV-04-8776. In the parties’ October 19, 2001,
10 settlement agreement, Larson (and her family) “transfer[red] all of [their] rights” to
11 DC, “resulting in 100% ownership to D.C. Comics.” Petrocelli Decl. Ex. B at 21;
12 *Larson*, 2012 WL 6822241, at *1. This complete transfer bars Larson’s remaining
13 claims in the *Siegel Superman* and *Superboy* cases and entitles DC to judgment on
14 its Fourth Counterclaims in the *Siegel Superman* and *Superboy* cases, which seek a
15 declaration confirming the October 19, 2001, settlement agreement against Larson.
16 DC’s remaining counterclaims are dismissed, without prejudice, as moot.

17 Therefore:

18 a. Larson’s Claims in the *Siegel Superman* Case

19 i. Larson’s First Claim for Relief, for “Declaratory Relief re: Termination,”
20 is DENIED, and summary judgment is hereby entered in DC’s favor and against
21 Larson on this claim. *See also* DN 293, 560.

22 ii. Larson’s Second Claim for Relief, for “Declaratory Relief re: Profits from
23 Recaptured Copyrights,” is DENIED, and summary judgment is hereby entered in
24 DC’s favor and against Larson on this claim. *See also* DN 293, 560.

25 iii. Larson’s Third Claim for Relief, for “Declaratory Relief re: Use of the
26 ‘Superman’ Crest,” is DENIED, and summary judgment is hereby entered in DC’s
27 favor and against Larson on this claim. *See also* DN 293, 560.

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1 iv. Larson’s Fourth Claim for Relief, for “Accounting for Profits,” is
2 DENIED, and summary judgment is hereby entered in DC’s favor and against
3 Larson on this claim. *See also* DN 293, 560.

4 b. DC’s Counterclaims in the Siegel Superman Case

5 i. DC’s Fourth Counterclaim, for “Declaratory Relief Regarding the [2001
6 Settlement] Agreement,” is GRANTED, and summary judgment is hereby entered
7 in DC’s favor and against Larson on this counterclaim. The Court declares that,
8 under the parties’ October 19, 2001, settlement agreement, Larson and her family
9 transferred to DC, worldwide and in perpetuity, any and all rights, title, and interest,
10 including all copyright interests, which they may have in Superman, Superboy, and
11 Spectre. Petrocelli Decl. Ex. B at 19, 21; *Larson*, 2012 WL 6822241, at *1-2.

12 ii. DC’s First, Second, Third, Fifth, and Sixth Counterclaims are
13 DISMISSED, WITHOUT PREJUDICE, AS MOOT.

14 a. Larson’s Claims in the Siegel Superboy Case

15 i. Larson’s First Claim for Relief, for “Copyright Infringement,” is
16 DENIED, and summary judgment is hereby entered in DC’s favor and against
17 Larson on this claim. *See also* DN 151 at 62; 175 at 1; Sept. 17, 2007 Hr’g Tr. at
18 4:6-5:4, 27:21-22.

19 ii. Larson’s Second Claim for Relief, for “Declaratory Relief re:
20 Termination,” is DENIED, and summary judgment is hereby entered in DC’s favor
21 and against Larson on this claim. *See also* DN 170, 560.

22 iii. Larson’s Third Claim for Relief, for “Violation of the Lanham Act §
23 43(a)(1)(B),” is DENIED, and summary judgment is hereby entered in DC’s favor
24 and against Larson on this claim. *See also* DN 174, 560.

25 iv. Larson’s Fourth Claim for Relief, for “Violation of California Business
26 and Professions Code, §§ 17200 *et seq.*,” is DENIED, and summary judgment is
27 hereby entered in DC’s favor and against Larson on this claim. *See also* DN 174,
28 560.

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1 v. Larson’s Fifth Claim for Relief, for “Injunctive Relief,” is DENIED, and
2 summary judgment is hereby entered in DC’s favor and against Larson on this
3 claim. *See also* DN 174, 560.

4 b. DC’s Counterclaims in the *Siegel* Superboy Case

5 i. DC’s Fourth Counterclaim, for “Declaratory Relief Regarding the [2001
6 Settlement] Agreement,” is GRANTED, and summary judgment is hereby entered
7 in DC’s favor and against Larson on this counterclaim. The Court declares that,
8 under the parties’ October 19, 2001, settlement agreement, Larson and her family
9 transferred to DC, worldwide and in perpetuity, any and all rights, title, and interest,
10 including all copyright interests, which they may have in Superman, Superboy, and
11 Spectre. Petrocelli Decl. Ex. B at 19, 21; *Larson*, 2012 WL 6822241, at *1-2.

12 ii. DC’s First, Second, Third, Fifth, and Sixth Counterclaims are
13 DISMISSED, WITHOUT PREJUDICE, AS MOOT.

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15 Dated: _____

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

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PROPOSED STATEMENT OF