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23 **UNITED STATES DISTRICT COURT**
24 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

25 MIRAMAX, LLC,

26 Plaintiff,

27 vs.

28 QUENTIN TARANTINO; VISIONA
ROMANTICA, INC.; and DOES 1-50,

Defendants.

Case No. 2:21-cv-08979-FMO-JC

[Assigned to Honorable Fernando M. Olguin]

**DEFENDANTS QUENTIN
TARANTINO'S AND VISIONA
ROMANTICA, INC.'S NOTICE OF
MOTION AND MOTION FOR
JUDGMENT ON THE
PLEADINGS; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT**

[Request for Judicial Notice filed
concurrently]

Date: July 21, 2022
Time: 10:00 a.m.
Judge: Hon. Fernando M. Olguin

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PLEASE TAKE NOTICE THAT defendants Quentin Tarantino and Visiona Romantica, Inc. (collectively “Defendants”), will move this honorable Court on July 21, 2022, at 10:00 a.m. at the United States District Court for the Central District of California, located at 350 W. 1st Street, 6th Floor, Courtroom 6D, Los Angeles, California 90012, before the Honorable Fernando M. Olguin, for Judgment on the Pleadings under Rule 12(c) of the Federal Rules of Civil Procedure as to all claims asserted in the Complaint of plaintiff Miramax, LLC (“Plaintiff”).

This Motion is made following the conference of counsel pursuant to Local Rule 7-3, which occurred on June 7, 2022.

Dated: June 21, 2022

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By: /s/ David Nimmer
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This case raises the question whether Quentin Tarantino, the author of the screenplay “Pulp Fiction” (the “Screenplay”), has the right to publish portions of the hand-written version of that Screenplay electronically through the sale of nonfungible tokens (“NFTs”), which provide the purchaser with the ability to access electronic images of the Screenplay. Miramax claims that such publication of the Screenplay violates copyrights Mr. Tarantino assigned to it in the motion picture PULP FICTION (alternatively the “Film” or the “Picture”) that was produced from the Screenplay. Miramax is wrong.

Miramax’s claims sound principally in copyright. Although Miramax purports also to assert contract and trademark claims, those claims rise or fall based on the copyright claims. For example, Miramax does not identify any affirmative contractual obligation that Mr. Tarantino undertook that he failed to fulfill. Rather, Miramax merely asserts that Mr. Tarantino is wrongfully exercising rights that he allegedly transferred to Miramax and therefore no longer has. As a matter of law, such claims sound in copyright, not contract. Moreover, because Mr. Tarantino has not violated Miramax’s copyrights, he also has not failed to abide by the contracts as alleged by Miramax. And Mr. Tarantino expressly reserved the right to use the title “Pulp Fiction” in connection with the exercise of certain rights he reserved under the parties’ agreements. Because Mr. Tarantino’s actions do not violate any of Miramax’s copyrights in the Film and are merely exercising the rights that he owns, Mr. Tarantino’s use of the title “Pulp Fiction” cannot be a trademark infringement or constitute unfair competition.

Miramax’s copyright claim fails because it misapprehends fundamental principles of copyright law and ignores the clear language of the agreements and assignments between and among Mr. Tarantino, Miramax and Brown 25 Productions, Inc. (“Brown 25”), the motion picture production company that Mr. Tarantino and his

1 producing partner, Lawrence Bender, formed in order to produce and create the Film
2 for delivery to Miramax. First, Miramax’s complaint assumes that an assignment of
3 copyrights in a motion picture encompasses an assignment of exclusive rights in the
4 underlying screenplay for that motion picture. That turns copyright law on its head.
5 The screenplay for a film is an original copyrighted work that precedes the motion
6 picture, and exclusive copyrights in the screenplay—including elements like the
7 dialogue, characters, plot and scene descriptions—reside with the author of the
8 screenplay. The motion picture that is created from the screenplay is a derivative
9 work thereof. As a result, the copyrights in the motion picture extend only to the new
10 elements of creative expression embodied therein that are not derived directly from
11 the screenplay—including, for example, the specific audio-visual presentation that is
12 fixed in the medium used to capture that presentation (in this case, 35mm film), the
13 actors’ interpretations of the characters, and any added music or sound effects. The
14 owners of the copyright in a motion picture own no exclusive rights in the underlying
15 elements of the screenplay unless those rights are expressly assigned to them.

16 In its complaint, Miramax does not allege that the copyrights in the *Screenplay*
17 were assigned to it. Nor could it. The agreements between Mr. Tarantino, Brown 25
18 and Miramax make clear that the only copyrights assigned to Miramax were in and to
19 the completed *Film*. As a result, Miramax has not alleged a factual basis to claim any
20 exclusive rights in the Screenplay.

21 Second, even if Miramax could cobble together facts sufficient to allege that
22 the assignment of the copyrights in the Film, under certain circumstances, would also
23 transfer exclusive rights in the underlying Screenplay, such allegations are defeated
24 in this case by the clear language of the agreements themselves. At every turn, the
25 parties bent over backwards to make clear that Mr. Tarantino was not assigning any
26 rights in the Screenplay to Miramax. In every relevant agreement and assignment,
27 Mr. Tarantino made clear that he was reserving to himself the exclusive copyright in
28 the underlying Screenplay, separate and apart from the specific assignment of rights

1 to distribute the Film—including reserving the copyright in “print publication
2 (including without limitation screenplay publication, ‘making of’ books, comic books
3 and novelization, in audio and *electronic formats as well*, as applicable), interactive
4 media, theatrical and television sequel and remake rights and television and spinoff
5 rights.” Compl. at Ex. A [Miramax Letter Agreement dated June 23, 1993
6 (“Tarantino/Miramax Film Assignment Agreement”), at ¶ 2] (emphasis added); Ex.
7 B [Brown 25 Letter Agreement dated July 10, 1993 (“Tarantino/Brown 25 Screenplay
8 Assignment Agreement”), at ¶ 2]; Ex. D [Brown 25 Letter Agreement dated July 10,
9 1993 (“Brown 25/Miramax Film Assignment Agreement”), at ¶ 2]; Ex. E
10 [Assignment dated June 23, 1993 (“Film Rights Assignment”)]; Ex. F [Short Form
11 Assignment dated September 3, 1993 (“Screenplay Assignment”)]. As a result,
12 Miramax was assigned no rights in the Screenplay (which rights cover the Screenplay
13 itself, as well as the dialogue, the characters, the plot and storyline, etc., contained
14 therein) except for the right to exploit those elements *as specifically embodied in the*
15 *completed Film*. Rights in the Screenplay—including the right to publish the
16 Screenplay itself, to remake a different motion picture using the Screenplay, and to
17 make sequels, television shows and spinoffs using the same characters created in the
18 Screenplay—were reserved to Mr. Tarantino.

19 The limitations on the assignment granted to Miramax by Mr. Tarantino are
20 clear in the language of each agreement and each assignment. To the extent that
21 Miramax claims that there is any ambiguity in the Tarantino/Miramax Film
22 Assignment Agreement, however, the Brown 25/Miramax Film Assignment
23 Agreement spelled out the limitations on what rights had been transferred to Miramax
24 with exacting specificity, stating that the transfer was limited to “the right to distribute
25 and otherwise exploit the completed Picture,” and “did not include any literary rights
26 in the Screenplay, the right to produce a motion picture based on the Screenplay,
27 and/or any rights reserved by Tarantino under Paragraph 2 of the Miramax
28 Agreement.” Compl. at Ex. D [Brown 25/Miramax Film Assignment Agreement, at

1 ¶ 2]. Miramax’s complaint ignores the plain language of the parties’ agreements and
2 assignments.

3 Miramax’s complaint thus does not allege facts that could support its copyright
4 claims. Miramax’s purported factual basis for the alleged acts of infringement relies
5 on a press release of November 2, 2021 (“Press Release”), announcing that Mr.
6 Tarantino planned to auction off 7 uncut Pulp Fiction Scenes as Secret NFTs. The
7 announcement does not suggest that the NFTs will contain any content from the Film.
8 Rather, the announcement makes clear that what was being auctioned was merely “the
9 uncut first handwritten scripts of ‘Pulp Fiction’ and exclusive custom commentary
10 from Tarantino.” Compl. at ¶ 38. The Press Release does not suggest that any
11 expression from the Film is connected in any way to the sale. Miramax also
12 purportedly relies on the website www.tarantinonfts.com (“NFT Website”) and
13 factual statements by Mr. Tarantino’s counsel as the factual basis for Mr. Tarantino’s
14 acts of copyright infringement. Compl. at ¶ 40-46. But that website makes clear that
15 the NFTs contain material from and relating to the **Screenplay**, not expression copied
16 from the Film, as confirmed by Mr. Tarantino’s counsel. As the Miramax complaint
17 acknowledges, “Tarantino’s counsel emailed Miramax, confirming several statements
18 from the Press Release, namely, that the Pulp Fiction NFTs would be a ‘collection
19 consisting of 7 NFTs, each containing a high-resolution digital scan of Quentin’s
20 original handwritten screenplay pages for a single scene from his screenplay for Pulp
21 Fiction.’” Compl. at ¶ 45. Based solely on the Press Release, the NFT Website, and
22 statements by Mr. Tarantino’s counsel, Miramax alleges that by creating electronic
23 images of the original Screenplay, Mr. Tarantino has engaged in “the preparation and
24 reproduction *of derivative works based on [the Film]* without Miramax’s
25 permission,” which violates Miramax’s exclusive rights. Compl. at ¶ 56. But that
26 gets the law backwards. The Film is a derivative work created from the Screenplay,
27 not the other way around. Because Mr. Tarantino never assigned any rights in the
28 Screenplay to Miramax, Miramax’s copyright claim fails.

1 For these reasons, Mr. Tarantino is entitled to judgment on the pleadings as a
2 matter of law.

3 **II. FACTS**

4 **A. The Screenplay.**

5 Mr. Tarantino is the author of the Pulp Fiction Screenplay, which he completed
6 by May of 1993. Compl. at ¶ 18 and Ex. 1 [Tarantino/Miramax Film Assignment
7 Agreement, ¶ 14]. On October 4, 1993, a copy of the Screenplay was deposited with
8 the Copyright Office, which issued the copyright registration number Pau001810781.
9 Request for Judicial Notice (“RJN”), at Ex. 1.¹ The certificate lists as authors Mr.
10 Tarantino and his co-author Roger Avary. *Id.* A separate version of the Screenplay
11 was registered by Mr. Tarantino as an original literary work in the Copyright Office
12 on April 4, 1995 and was given copyright registration number TX0004031560. RJN
13 at Ex. 2. No assignments of the copyright in the Screenplay to Miramax under either
14 copyright registration have ever been executed by Mr. Tarantino or recorded in the
15 Copyright Office, nor does the Miramax complaint so allege.

16 **B. The Film.**

17 Between October of 1993 and October of 1994, Brown 25 produced the Film
18 Pulp Fiction, which was based on the Screenplay. Compl. at ¶¶ 17, 18. The Film was
19 directed by Mr. Tarantino, and distributed by Miramax. *Id.* The copyrights in the
20 Film were registered on July 21, 1995, and given copyright registration number
21 PA0000704507. *Id.* ¶ at 33. A prior assignment of future rights to Miramax under
22 the Film Rights Assignment had previously been filed with the Copyright Office on
23 August 6, 1993. *Id.* at ¶ 27.

24 The Film Pulp Fiction was released in October of 1994 and was an instant
25 critical and commercial success. It won the Palme d’Or at the 1994 Cannes Film

26 ¹ This registration for the Screenplay was not attached to the Complaint or referenced
27 therein. However, it is well established that the Court may take judicial notice of
28 registrations issued by the Copyright Office and consider them in the context of a
motion to dismiss. *Oroamerica, Inc. v. D&W Jewelry Co., Inc.*, 10 Fed. Appx. 516
(9th Cir. 2001) (taking judicial notice of copyright registration).

1 Festival and grossed Miramax hundreds of millions of dollars at the worldwide box
2 office. Compl. at ¶ 17. It has become known as one of the most influential films in
3 history. *Id.*

4 **C. The Tarantino/Miramax Film Assignment Agreement.**

5 On June 23, 1993, after the Screenplay was completed and before the Film was
6 created, Mr. Tarantino entered into the Tarantino/Miramax Film Assignment
7 Agreement with Miramax regarding the making and distribution of the motion picture
8 to be created from the Screenplay. Compl. Ex. A. Under this agreement, Mr.
9 Tarantino agreed to grant to Miramax:

10 ... all rights (including all copyrights and trademarks) in and to
11 *the Film* ... but excluding only the following reserved rights
12 ('Reserved Rights') which are reserved to Tarantino: soundtrack,
13 album, music publishing, live performance, print publication
14 (including without limitation screenplay publication, 'making of'
15 books, comic books and novelization, in audio and electronic
16 formats as well, as applicable), interactive media, theatrical and
television sequel and remake rights and television and spinoff
rights."

17 *Id.* at ¶ 2 (emphasis added). The agreement goes on to make clear that Miramax was
18 given no rights in the Screenplay, and provided expressly that "Miramax may not alter
19 screenplay," and would be given only "meaningful consultation regarding any
20 proposed changes to the Screenplay" during the production of the Film, but that the
21 Producer (originally Mr. Tarantino and Lawrence Bender, soon thereafter their
22 company Brown 25) would have final say over the production, including the
23 Screenplay. *Id.* at ¶ 14.

24 The Tarantino/Miramax Film Assignment Agreement also makes clear that
25 "Tarantino shall have the right to use the title of the Film in connection with the
26 exploitation of the Reserved Rights." *Id.* at ¶ 2.

27 **D. The Film Rights Assignment.**

28 Also, on June 23, 1993, Mr. Tarantino memorialized the grant of rights by

1 executing the Film Rights Assignment, which granted to Miramax “the sole and
2 exclusive right under copyright, trademark and otherwise to distribute, exhibit and
3 otherwise exploit all rights (other than the rights reserved to Quentin Tarantino
4 described hereinbelow) in and to *the motion picture* entitled ‘Pulp Fiction’ ...”²
5 Compl. Ex. E (emphasis added). The rights reserved to Mr. Tarantino in the Film
6 Assignment were the same as the reserved Rights identified in the Tarantino/Miramax
7 Film Assignment Agreement.

8 **E. The Tarantino/Brown 25 Screenplay Assignment Agreement.**

9 On July 10, 1993, by way of the Tarantino/Brown 25 Screenplay Assignment
10 Agreement, Mr. Tarantino assigned certain aspects of the copyrights in and to the
11 underlying Screenplay from which the Film was to be made to Brown 25 Productions.
12 Compl. Ex. B. This assignment allowed Brown 25 to produce the Film from the
13 Screenplay. By its terms, it granted to Brown 25 “all rights ... in, to, and underlying
14 the original screenplay written by you entitled ‘Pulp Fiction’ (the ‘Screenplay’)”
15 except for certain rights reserved by Mr. Tarantino (which are the same Reserved
16 Rights identified in the Tarantino/Miramax Film Assignment Agreement and the Film
17 Assignment), and “those certain distribution rights in the Picture granted to Miramax”
18 under the Tarantino/Miramax Film Assignment Agreement. *Id.* at ¶ 1.

19 **F. The Screenplay Assignment.**

20 In accordance with the Tarantino/Brown 25 Screenplay Assignment
21 Agreement, Mr. Tarantino executed the Screenplay Assignment memorializing the
22 limited grant of copyrights in the Screenplay to Brown 25 (as agreed to in the
23 Tarantino/Brown 25 Screenplay Assignment Agreement). Compl. Ex. F. No
24 assignment of rights in the Screenplay to Miramax was ever executed because no such

25 _____
26 ² At the time the Tarantino/Miramax Film Assignment Agreement and the Film Rights
27 Assignment were executed, the Film had not yet been created. Because copyrights
28 are not created until a particular work is fixed in a tangible medium, 17 U.S.C. § 102,
these agreements involved the transfer of future rights that would only come into
existence upon the creation of the Film.

1 assignment was ever agreed upon or contemplated. On October 4, 1993, a copy of
2 the Screenplay was deposited with the Copyright Office, which issued the copyright
3 registration number Pau001810781. RJN at Ex. 1. No further assignments of
4 copyrights in that version of the Screenplay have ever been made or recorded
5 thereafter, nor does the Miramax complaint otherwise allege.

6 **G. Brown 25/Miramax Film Assignment Agreement.**

7 Also, on July 10, 1993, (the same date as the Tarantino/Brown 25 Screenplay
8 Assignment Agreement), Brown 25 agreed to assign all rights that it would have in
9 and to the completed Film (referred to in this letter agreement as the ‘Picture’) to
10 Miramax by way of the Brown 25/Miramax Film Assignment Agreement. Compl.
11 Ex. D. Specifically, it stated that, “upon [Brown 25’s] ‘Delivery’ of the Picture ...
12 Miramax shall acquire all of [Brown 25’s] rights in and to the Picture (other than any
13 rights Producer may have in any Tarantino Reserved Rights).” *Id.* at ¶ 4. Not only
14 did the Brown/Miramax Film Assignment Agreement not purport to assign any rights
15 to Miramax in the underlying Screenplay, it expressly acknowledged that no such
16 assignment had ever been made. It stated that,

17 It hereby further is acknowledged that, for the avoidance of
18 doubt, the rights granted by Tarantino to Miramax pursuant to
19 the Miramax Agreement are limited to the right to distribute and
20 otherwise exploit the completed Picture as more particularly set
21 forth in the [Tarantino/Miramax Film Assignment Agreement].
22 ***Such grant of rights did not include any literary rights in the***
23 ***Screenplay***, the right to produce a motion picture based on the
24 Screenplay, and/or any rights reserved by Tarantino under
25 Paragraph 2 of the Miramax Agreement Accordingly,
26 Miramax acknowledges that the rights granted by Tarantino to
27 [Brown 25] are not inconsistent with the rights granted by
28 Tarantino to Miramax under the Miramax Agreement.

26 *Id.* at ¶ 2. The Brown 25/Miramax Film Assignment Agreement was counter-signed
27 by Miramax’s Executive Vice President, acknowledging the limitations on any
28 transfer of rights to rights in the completed Film. *Id.*

1 **H. The NFTs.**

2 On November 2, 2021, Secret Network (a.k.a. SCRT Labs) issued the Press
3 Release announcing that Mr. Tarantino would be auctioning off several non-fungible
4 tokens (NFTs) containing portions of his original hand-written Screenplay. Compl.
5 at ¶ 35. As alleged in Miramax’s Complaint, an NFT “is a unique, non-fungible
6 digital asset recorded on a blockchain (a type of distributed ledger) that can represent
7 and certify its owner’s right to, and enable its owner to access specific digital content
8 associated with the NFT.” Compl. at ¶ 36. In the case of the Tarantino NFTs, the
9 Press Release makes clear that the digital content associated with the NFTs include
10 digital images of portion of Mr. Tarantino’s original hand-written Screenplay, as well
11 as audio-recordings of Mr. Tarantino sharing his thoughts and secrets about himself
12 and the film he directed. The press release, which is cited and quoted in the
13 Complaint, notes that each NFT:

14 ... will include: *the uncut first handwritten scripts of “Pulp*
15 *Fiction” and exclusive custom commentary from Tarantino,*
16 *revealing secrets about the film and its creator.* The public
17 metadata of the NFT - the “front cover” of this exclusive content
18 - is rare in its own right: a unique, never-before-seen, public-
facing work of art.

19 [https://www.globenewswire.com/news-release/2021/11/02/2325448/0/en/Quentin-](https://www.globenewswire.com/news-release/2021/11/02/2325448/0/en/Quentin-Tarantino-Revealed-as-Iconic-Artist-Behind-First-Ever-Secret-NFTs-Showcasing-Never-Before-Seen-Work-Revealed-Only-to-NFT-Owner.html)
20 [Tarantino-Revealed-as-Iconic-Artist-Behind-First-Ever-Secret-NFTs-Showcasing-](https://www.globenewswire.com/news-release/2021/11/02/2325448/0/en/Quentin-Tarantino-Revealed-as-Iconic-Artist-Behind-First-Ever-Secret-NFTs-Showcasing-Never-Before-Seen-Work-Revealed-Only-to-NFT-Owner.html)
21 [Never-Before-Seen-Work-Revealed-Only-to-NFT-Owner.html](https://www.globenewswire.com/news-release/2021/11/02/2325448/0/en/Quentin-Tarantino-Revealed-as-Iconic-Artist-Behind-First-Ever-Secret-NFTs-Showcasing-Never-Before-Seen-Work-Revealed-Only-to-NFT-Owner.html). Compl. at ¶ 38 and
22 n. 2. (emphasis added).

23 The NFT Website, at www.tarantinonfts.com, which was created to market the
24 sale of the NFT collection, similarly identified the same content associated with the
25 NFTs, as was confirmed by Tarantino’s counsel, who indicated that, the NFTs would
26 be a “collection consisting of 7 NFTs, each containing a high-resolution digital scan
27 of Quentin’s original handwritten screenplay pages for a single scene from his
28 screenplay for Pulp Fiction.” Compl. at ¶ 45. As admitted in the Miramax complaint,

1 Mr. Tarantino’s counsel also confirmed that there would be, “no other embellishment
2 or additions to the actual screenplay scans themselves.” Compl. at ¶ 35.

3 Neither the Press Release nor the NFT Website, nor Mr. Tarantino’s counsel’s
4 statements suggest in any way that the digital content associated with the NFTs is
5 copied from or in any other way derived from the Film, as opposed to the Screenplay.
6 Miramax’s complaint identifies no other source or basis for its claims that the NFTs
7 relate to the Film rather than the Screenplay.

8 **III. LEGAL STANDARDS**

9 The Court can issue a judgment on the pleadings based on plaintiff’s complaint
10 under Fed. R. Civ. P. 12(c). Under the applicable standards, a motion for judgment
11 on the pleadings should be granted where the complaint “lacks a cognizable legal
12 theory, or where the allegations on their face ‘show that relief is barred’ for some
13 legal reason.” *Phillips v. Seattle Times Co.*, 818 F. Supp. 2d 1277, 1283 (W.D. Wash.
14 2011) (quoting *Jones v. Bock*, 549 U.S. 199, 215 (2007)). In assessing whether claims
15 could be upheld based on the pleadings, the Court must accept as true all well-pleaded
16 factual allegations in the complaint, but the Court is “not required to accept as true
17 allegations that are merely conclusory, unwarranted deductions of fact, or
18 unreasonable inferences.” *Khoja v. Orexigen Therapeutics, Inc.*, 899 F.3d 988, 1008
19 (9th Cir. 2018) (internal quotation marks omitted). “Nor is the Court required to
20 accept ‘conclusory legal allegations cast in the form of factual allegations if those
21 conclusions cannot reasonably be drawn from the facts alleged.’” *Phillips*, 818 F.
22 Supp. 2d at 1283 (quoting *Clegg v. Cult Awareness Network*, 18 F.3d 752, 754-55
23 (9th Cir. 1994)).

24 Moreover, while the Court is typically constrained to the four corners of a
25 complaint, the Court may “consider documents that were referenced extensively in
26 the complaint and were accepted by all parties as authentic.” *Van Buskirk v. Cable*
27 *News Network, Inc.*, 284 F.3d 977, 980 (9th Cir. 2002). Multiple documents were so
28 referenced in the complaint. The complaint extensively refers to and attaches the

1 Tarantino/Miramax Film Assignment Agreement, the Tarantino/Brown 25
2 Screenplay Assignment Agreement, the Brown 25/Miramax Film Assignment
3 Agreement, the Film Rights Assignment, and the Screenplay Assignment. The
4 complaint also references and relies upon the NFT Press Release and the NFT Website
5 as the basis of its claims.

6 **IV. ARGUMENT**

7 **A. Miramax’s Copyright Claim Fails.**

8 Miramax’s complaint fails to allege facts sufficient to sustain its copyright
9 claim, which is based on a fundamental misconception of how copyright law operates.
10 Miramax’s misunderstanding of copyright law is highlighted in paragraph 56 of its
11 complaint, where it incorrectly asserts that, “[t]hrough Defendant’s conduct alleged
12 herein, including Defendants’ sale of rights relating to *Pulp Fiction*, **and preparation**
13 **and reproduction of derivative works based on *Pulp Fiction*** without Miramax’s
14 permission, Defendants have directly infringed Miramax’s exclusive rights in *Pulp*
15 *Fiction* and the elements thereof in violation of Section 501 of the Copyright Act”
16 (emphasis added). This is wrong as a matter of law. Indeed, it is a legal impossibility
17 under copyright law. The images of the Screenplay published through the sale of
18 NFTs are not derivative works of the Film. The Film is, instead, a derivative work of
19 the Screenplay. No copyrights in the Screenplay were ever assigned to Miramax, and
20 Mr. Tarantino reserved all rights in the Screenplay, except the right to create the film
21 *Pulp Fiction*, which he assigned to Brown 25. As a result, Miramax’s copyright claim
22 cannot succeed.

23 **1. The Screenplay Is The Original Underlying Copyrighted**
24 **Work**

25 The Screenplay, written in early 1993, is an original work that is the subject of
26 its own copyrights. As a matter of first principles, “Copyright protection subsists ...
27 in original works of authorship fixed in any tangible medium of expression ... from
28 which they can be perceived, reproduced, or otherwise communicated.” 17 U.S.C. §

1 102. The handwritten Screenplay created by Mr. Tarantino was an original work of
2 authorship fixed in a tangible medium—pen on paper—from which it could be
3 perceived and reproduced. As such, it is the primary and independent copyrighted
4 work at issue in this case. 17 U.S.C. § 102; *see also Garcia v. Google, Inc.*, 786 F.3d
5 733, 741 (9th Cir. 2015) (*en banc*) (“[The film] is an audiovisual work that is
6 categorized as a motion picture and is derivative of the script”); *Palladium Music,*
7 *Inc. v. EatSleepMusic, Inc.*, 398 F.3d 1193, 1197 (10th Cir. 2005) (“a motion picture
8 is a derivative work in relation to the novel or screenplay upon which it is based”)
9 (quoting 1 *Nimmer on Copyright* § 2.10[A] n.8, subsequently updated to §
10 2.10[A][1][b]). The Screenplay is the further subject of copyright registration
11 numbers Pau001810781 and TX0004031560.

12 Because the Screenplay is an original work that is the subject of copyright
13 protection, the rights in all copyrightable elements of the Screenplay reside with the
14 author (Mr. Tarantino) unless and until some or all of those rights are expressly
15 assigned or licensed. While the copyrightable elements in the Screenplay do not
16 include ideas or *scènes à faire*, they do include the specific expression of those ideas.
17 Thus, for example, while the copyright in the Screenplay would not give Mr.
18 Tarantino the exclusive right to every story that involves L.A. gangsters and an
19 attempt to fix a boxing match (and the mayhem that ensues), it does protect the
20 Screenplay itself, as well as the specific expression of the story and characters
21 embodied in his particular script. These protected expressions include the specific
22 story and plot told in the Screenplay, the dialogue written in the script, the specific
23 characters as they are described in the Screenplay; and any scene direction or action
24 specifically described in the Screenplay. *See Funky Films, Inc. v. Time Warner*
25 *Entertainment Co., L.P.*, 462 F.3d 1072, 1077-81 (9th Cir. 2006) (discussing
26 protectable elements of screenplay, including plot, dialogue, characters, and sequence
27 of dramatic events). The rights in those elements remain with the copyright owner in
28 the Screenplay even if a film is ultimately produced.

1 The Copyright Act gives the author of a screenplay specific exclusive rights in
2 those protected elements, including the right to make and distribute copies of the
3 screenplay itself, the right to make derivative works from that work (*e.g.*, the right to
4 make a film from the screenplay), the right to distribute the work, and the right to
5 perform the work publicly. 17 U.S.C. § 106. Thus, as its author and the original
6 owner of the copyrights, unless and until he assigns some or all of these rights
7 specifically in the Screenplay, Mr. Tarantino has the exclusive right to reproduce and
8 make copies of the Screenplay (electronically or otherwise); to make a movie from
9 the Screenplay; and to write new scripts or stories based on the characters or other
10 elements of the Screenplay.

11 **2. The Film Is a Derivative Work Derived from the Screenplay**

12 The Film is a work based on the Screenplay (the preexisting work) and is
13 therefore a derivative work. 17 U.S.C. § 101. Indeed, the Copyright Act specifically
14 notes that Films are derivative works, stating that, “[a] ‘derivative work’ is a work
15 based upon one or more preexisting works, such as a ... motion picture version.” *Id.*
16 In this case, there is no question that the Film was created from the characters, stories
17 and dialogue embodied in the Screenplay. The Film is the subject of separate
18 copyright registration numbers PA0000704507 and VA0001224051.

19 The fact that the Film is a derivative work created from the Screenplay is
20 critical in identifying what rights various parties have in the Screenplay. The creation
21 of a derivative work does not divest any copyrights that an owner has in the underlying
22 Screenplay itself. Nor does it transfer such exclusive rights in the Screenplay to the
23 creator of the Film. Rather, the underlying rights in the original work remain vested
24 in the author (or copyright owner) of that work, and the author of the derivative work
25 owns exclusive rights only in what new and original creative expression has been
26 added in the derivative work.

27 For example, in *Ricordi & Co. v. Paramount Pictures*, 189 F.2d 469 (2d Cir.
28 1951), the Second Circuit considered the relative rights in aspects of the opera

1 *Madame Butterfly*. The opera had been written in 1904 based on a play of the same
2 name. That play, which was written in 1901, was based on the novel, “Madame
3 Butterfly,” which had been written in 1897. The author of the opera had a license
4 from both the novel’s author and the play’s author to create the opera. The author of
5 the opera then sought to make a motion picture version of the opera (yet another
6 derivative work) but was opposed by the owner of the copyright in the novel. The
7 Second Circuit limited the rights owned by the author of the opera to “what was
8 copyrightable *as a new matter* in its operatic version of the novel.” 189 F.2d at 472
9 (emphasis added). To create a *film* version of the opera, the author of the opera
10 therefore had to obtain a license from the owner of the copyright of the novel to avoid
11 infringing on the underlying creative expression from the novel.

12 Applying these principles to this case, any exclusive copyrights in the Film do
13 not extend to the preexisting copyrightable expression in the Screenplay (including
14 the Screenplay itself, the plot and storyline, the characters, the dialogue, etc.); rather
15 they extend only to the new material that has been added to the preexisting work—in
16 this case, for example, the audiovisual images themselves, the musical score, the film
17 editing, and so on. (the “New Matter”). As a result, an assignment of copyrights in
18 the Film does not convey any exclusive rights in the Screenplay (the original,
19 preexisting work), it conveys only exclusive rights in the New Matter. As a matter of
20 copyright law, in order to prevent Mr. Tarantino from exercising dominion over the
21 Screenplay, Miramax would have to allege that at some point it was assigned rights
22 not *in the Film*, but *in the Screenplay*. The Miramax complaint makes no such
23 allegation, and the various agreements and assignments attached to the complaint
24 disprove any such contention as a matter of law.

25 **3. No Copyrights To The Screenplay Were Ever Assigned To**
26 **Miramax**

27 There is no dispute that neither Mr. Tarantino nor any successor in interest ever
28 transferred any exclusive rights in the Screenplay to Miramax. In order for exclusive

1 rights in the Screenplay to be transferred, the assignment would have to have been in
2 writing. See 17 U.S.C. § 204(a); *Radio Television Espanola S.A. v. New World*
3 *Entertainment, Ltd.*, 183 F.3d 922, 926 (9th Cir. 1999) (“This court has consistently
4 found copyright license agreements invalid that have not complied with § 204(a.)”);
5 *Konigsberg Intern. Inc. v. Rice*, 16 F.3d 355, 356–57 (9th Cir. 1994). Miramax does
6 not identify any documentary transfer of rights to it in the Screenplay in its complaint,
7 and the documents it does identify make clear that no such rights were actually
8 assigned. The Assignment of Copyright, executed by Quentin Tarantino on June 23,
9 1993 assigns distribution and exploitation rights, “in and to *the motion picture*
10 entitled ‘Pulp Fiction’ (the ‘Work’).” Compl. Ex. E. The Tarantino/Miramax Film
11 Assignment Agreement, also dated June 23, 1993, between Mr. Tarantino and
12 Lawrence Bender, on the one hand, and Miramax, on the other hand, by its terms
13 transferred rights solely “in and to *the Film*.” Compl. Ex. A at ¶ 2 (emphasis added).
14 It further defined “The Film” as: “The motion picture PULP FICTION, to be produced
15 by Producer in color, 35mm, in the English language, in the 2.35:1 aspect ratio
16 conforming to the specifications set forth herein and containing the elements required
17 hereunder.” *Id.* The copyrights in the Screenplay were not conveyed to Miramax
18 under any of the agreements.

19 Certain copyrights in the Screenplay were instead assigned to Brown 25, a
20 corporation formed for the purpose of making the Film from the Screenplay. By its
21 terms, that assignment granted to Brown 25 “all rights (other than the ‘Reserved
22 Rights’ set forth below and those certain distribution rights in the motion picture
23 project currently entitled ‘Pulp Fiction’ (the ‘Picture’) granted to Miramax Film Corp.
24 ... in, to and underlying the original screenplay written by you entitled ‘Pulp Fiction’
25 (the ‘Screenplay’).” Compl. at Ex. F. These documents, each attached to the
26 complaint, make clear that the Screenplay and the Film are separate works, and that
27 the rights to the Screenplay were never assigned to Miramax.

28 The same day that Mr. Tarantino assigned sufficient rights in the Screenplay to

1 Brown 25 so that it could create the Film, Brown 25 and Miramax also entered into a
2 letter agreement, which confirmed that no rights in the Screenplay had been assigned
3 to Miramax under the Tarantino/Miramax Film Assignment Agreement. It expressly
4 clarified that:

5 It hereby further is acknowledged that, for the avoidance of
6 doubt, the rights granted by Tarantino to Miramax pursuant to
7 the Miramax Agreement are limited to the right to distribute and
8 otherwise exploit the completed Picture as more particularly set
9 forth in the Miramax Agreement. *Such grant of rights did not*
10 *include any literary rights in the Screenplay*, the right to
11 produce a motion picture based on the Screenplay, and/or any
12 rights reserved by Tarantino under Paragraph 2 of the Miramax
13 Agreement Accordingly, Miramax acknowledges that the
14 rights granted by Tarantino to [Brown 25] are not inconsistent
15 with the rights granted by Tarantino to Miramax under the
16 Miramax Agreement.

17 Compl. at Ex. D. The Brown Letter Agreement specifically draws the distinction
18 between the rights in the original Screenplay and the derivative work to be created,
19 defined as “the motion picture entitled ‘Pulp Fiction’ (the ‘Picture’).” The Agreement
20 goes on to note that, once the Film (or “Picture”) was created and delivered to
21 Miramax, “Miramax shall acquire all of Producer’s rights in and *to the Picture* (other
22 than any rights Producer may have in any Tarantino Reserved Rights).” *Id.* at ¶ 4.
23 Under this assignment, Miramax took certain rights to the Film, but was not assigned
24 any rights in the underlying Screenplay.

25 **4. Mr. Tarantino Specifically Reserved Rights In The**
26 **Screenplay**

27 Even if Miramax could stitch together language from the parties’ various
28 agreements that would suggest some ambiguity as to whether the assignment of rights
in the Film somehow assigned some aspect of rights in the Screenplay, that ambiguity
is foreclosed by the express reservation of rights that Mr. Tarantino made with respect
to the Screenplay in each of those agreements. As a result, there is no question that

1 the rights to the Screenplay were not assigned to Miramax.

2 In each of the operative agreements and assignments, Mr. Tarantino
3 specifically reserved rights in the Screenplay for himself, including rights to: “print
4 publication (including without limitation screenplay publication, ‘making of’ books,
5 comic books and novelization, in audio and electronic formats as well, as applicable),
6 interactive media, theatrical and television sequel and remake rights and television
7 and spinoff rights.” Compl. Ex. A [Tarantino/Miramax Film Assignment Agreement
8 at ¶ 2]; Ex. B [Tarantino/Brown 25 Screenplay Assignment Agreement at ¶ 2]; Ex. D
9 [Brown 25/Miramax Film Assignment Agreement at ¶ 2]; Ex. E [Film Rights
10 Assignment]; Ex. F [Screenplay Assignment]. Thus, the right to copy and distribute
11 the Screenplay was specifically reserved to Mr. Tarantino, as were other important
12 rights in the Screenplay—including the right to make sequels, television shows, and
13 further derivative works from the Screenplay.

14 **5. The NFTs Are Derived From The Screenplay, Not The Film**

15 Because Miramax was only assigned rights in the Film, and not in the
16 underlying Screenplay, it has rights only in “what was copyrightable as a new matter”
17 in the Film (excluding the creative expression in the Screenplay). *Ricordi*, 189 F.2d
18 at 472. As a result, in order to state a claim for copyright infringement against Mr.
19 Tarantino, Miramax would have to allege that the NFTs in question copy the “New
20 Matter” that was in the Film, but not in the Screenplay. This would include, for
21 example, clips of the audio-visual work, aspects of the action not contained in the
22 script, particular dramatic performances as recorded on tape, etc. But Miramax has
23 made no such allegations. And the documents concerning the NFTs upon which
24 Miramax relies for factual support for its claims make clear that the NFTs do not
25 contain any such material.

26 The primary document relied upon by Miramax in its complaint regarding the
27 nature of the NFTs in question is the Press Release dated November 2, 2021. But
28 nothing in that Press Release suggests in any way that the content of the NFTs copies

1 or in any other way makes use of the New Matter from the Film. The complaint’s
2 allegations concerning the Press Release make clear that the material is from the
3 Screenplay and/or new audio material—not New Matter original to the Film. The
4 body of the Press Release explicitly promises “‘one-of-a-kind’ content that had ‘never
5 been seen or heard before, . . . includ[ing]: **the uncut first handwritten scripts of**
6 **‘Pulp Fiction’** and exclusive custom commentary from Tarantino, revealing secrets
7 about the film and its creator.’” Compl. at ¶ 38 (emphasis added). Again, nothing in
8 the Press Release states or in any way suggests that the NFTs contain any New Matter
9 from the Film. Instead, it makes clear that the most important parts of the NFTs are
10 the images of the Screenplay—a work in which Miramax was assigned no rights.

11 Miramax also refers to the NFT Website at www.tarantinonfts.com for the
12 factual basis of its claims. But, once again, nothing to which the Miramax complaint
13 cites on that website suggests that any New Matter from the Film is embodied in the
14 NFTs such that the auction could constitute copyright infringement. Rather the
15 descriptions of the NFTs on the NFT Website and the confirmations of those
16 descriptions by Tarantino’s counsel indicate the opposite. The complaint states:

17 Tarantino’s counsel emailed Miramax, confirming several
18 statements from the Press Release, namely, that the Pulp Fiction
19 NFTs would be a “collection consisting of 7 NFTs, each
20 containing a high-resolution digital scan of Quentin’s original
handwritten screenplay pages for a single scene from his
screenplay for Pulp Fiction.”

21 According to Tarantino’s counsel, there would be “no other
22 embellishment or additions to the actual screenplay scans
themselves.” However, each NFT will include a “drawing that
will be inspired by some element from the scene.”

23 Compl. at ¶¶ 45, 46.

24 Miramax relies on no other sources for the factual basis to support its copyright
25 claims. Because the only allegations in Miramax’s complaint make clear that the
26 NFTs do not incorporate any New Matter from the Film over which Miramax could
27 claim copyright ownership, its claims fail as a matter of law.

28 ///

1 **6. The NFTs Publish an Electronic Version of the Screenplay**

2 As noted above, Miramax’s claims founder based on the confluence of two
3 facts: (a) none of the underlying copyrights in the Screenplay were assigned to
4 Miramax, meaning that the Film is a derivative work, and (b) none of the New
5 Material embodied in the Film to qualify it as a derivative work is included in the
6 NFTs. Yet, even if Miramax could claim some rights in the underlying Screenplay
7 from which the Film was created as a result of an assignment of rights in the Film,
8 which it cannot, Miramax’s claims would still fail because Mr. Tarantino specifically
9 reserved his rights to publish the Screenplay, and the auction sales of the NFTs are a
10 publication of the Screenplay.

11 Mr. Tarantino expressly reserved rights in the publication of the Screenplay to
12 himself in the clearest language possible. The Tarantino/Miramax Film Assignment
13 Agreement specifically states that the Tarantino Reserved Rights include the rights
14 to, “print publication (including without limitation screenplay publication, ‘making
15 of’ books ... in audio **and electronic formats as well**, as applicable).” Compl. at Ex.
16 A [Tarantino/Miramax Film Assignment Agreement at ¶ 2] (emphasis added).

17 Distribution of digital copies of the Screenplay portions by way of NFTs
18 constitutes a publication in an electronic format. As Miramax’s own complaint
19 admits, “An NFT (or non-fungible token) is a unique, non-fungible **digital** asset
20 recorded on a blockchain (a type of distributed ledger) that can, as in the case of the
21 Pulp Fiction NFT’s, represent and certify its owner’s right to, and **enable its owner to**
22 **access specific digital content** associated with the NFT.” Compl. at ¶ 36 (emphasis
23 added). As Miramax’s complaint further admits, the digital content associated with
24 the NFTs in this case are copies of “the uncut first handwritten scripts of ‘Pulp Fiction’
25 and exclusive custom commentary from Tarantino, revealing secrets about the film
26 and its creator.” *Id.* at ¶ 38.

27 Section 101 of the Copyright Act defines “publication” as “the distribution of
28 copies of a work to the public by sale or other transfer of ownership, or by rental,

1 lease or lending.” 17 U.S.C. § 101. It is well established that the sale of a single copy
2 constitutes publication for the purpose of copyright law. *See Brown v. Tabb*, 714 F.2d
3 1088 (11th Cir. 1983); *Bobbs-Merrill Co. v. Straus*, 147 F. 15, 19 (2d Cir. 1906), *aff’d*,
4 210 U.S. 339(1908) (“common-law right is lost by the general publication or
5 unrestricted sale of a single copy”); *Grandma Moses Properties v. This Week*
6 *Magazine*, 117 F. Supp. 348, 350 (S.D.N.Y. 1953). Indeed, both houses of Congress
7 specifically signaled their intention in this regard: “Under the definition in section
8 101, a work is ‘published’ if *one or more copies* or phonorecords embodying it are
9 distributed to the public” H.R. Rep. No. 1476, 94th Cong., 2d Sess. 138 (1976)
10 (emphasis added); S. Rep. No. 473, 94th Cong., 1st Sess. 121 (1975) (same).

11 The allegations in Miramax’s complaint make clear that the primary content
12 associated with the NFTs to be auctioned off to the public consists of electronic copies
13 of “the uncut first handwritten scripts of ‘Pulp Fiction.’” Compl. at ¶ 38. There is no
14 question that this constitutes an electronic publication—a distribution of one or more
15 electronic copies—of the Screenplay. Because the rights to print publication were
16 expressly reserved to Mr. Tarantino, this cannot constitute an infringement of
17 Miramax’s rights. Similarly, as noted above, there are no allegations in the complaint
18 that the audio recordings of Mr. Tarantino’s thoughts on his process of creating Pulp
19 Fiction, or the cover art included in the NFTs, borrow or copy any New Matter from
20 the Film. As a result, Miramax’s copyright claim cannot survive.

21 **B. Miramax’s Contract Claim Fails.**

22 Miramax’s contract claim fails as a matter of law as well. Miramax does not
23 identify any contractual obligation undertaken by Mr. Tarantino that he has failed to
24 satisfy, and the allegation that Mr. Tarantino exercised rights that he assigned to
25 Miramax does not assert a breach of the assignment, but a violation of the copyrights
26 allegedly assigned. Moreover, for the reasons set forth above, Mr. Tarantino’s actions
27 exercised rights that were not assigned and/or were reserved expressly within the
28 language of the parties’ agreements. As a result, Miramax’s contract claims cannot

1 succeed as pled.

2 Copyrights are often the subject of assignments and licenses, and it is axiomatic
3 that those assignment and license contracts govern the rights that the contracting
4 parties possess in the underlying work that is the subject matter of the copyrights at
5 issue. That does not mean that uses exceeding the terms of those agreements
6 constitute a breach of the assignment or license. Rather, unless the use violates an
7 express covenant to refrain from a particular use, the violation sounds in copyright,
8 not in contract. For example, in *Kamakazi Music Corp. v. Robbins Music Corp.*, 522
9 F. Supp. 125 (S.D.N.Y. 1981), the owner of copyrights in the music of Barry Manilow
10 brought an action against a music publisher that was a licensee of the print publication
11 rights in that music. The plaintiff asserted that the defendant had printed and sold
12 copies of the music after the license had expired, thereby exceeding the terms of the
13 license. The court was called upon to determine whether the action sounded in
14 copyright or contract. The court found that “this action arises under the copyright
15 law, in that the complaint is directed against an offending use, and refers to the license
16 agreement only by way of anticipatory replication.” *Id.* at 131.

17 In this case, Miramax does not assert that Mr. Tarantino failed to transfer the
18 rights identified in the parties’ agreements or violated some express covenant to
19 refrain from particular action. Rather, Miramax alleges that Mr. Tarantino fully
20 performed under the parties’ agreements and transferred certain exclusive rights to
21 Miramax. The complaint then alleges that Mr. Tarantino’s sale of the NFTs violated
22 those exclusive rights that he previously assigned to Miramax. That is not an
23 allegation of a contractual violation, but an allegation of infringement of copyright.
24 For that reason, the claim should be dismissed.

25 Moreover, as discussed above, Mr. Tarantino’s actions in no way violated
26 Miramax’s exclusive rights or exceeded rights that were retained by him under the
27 agreements, which assigned to Miramax only the rights in the Film, not in the
28 Screenplay. That consideration furnishes an independent basis on which Miramax’s

1 contract claim fails as a matter of law.

2 **C. Miramax’s Trademark and Unfair Competition Claims Fail.**

3 Finally, Miramax’s trademark and unfair competition claims are similarly
4 deficient. Mr. Tarantino is the author of the Screenplay “Pulp Fiction” and assigned
5 no rights to the trademarks in that work. To the contrary, he expressly reserved the
6 right to use the title to the Screenplay in association with the exploitation of rights he
7 reserved under the parties’ agreements. As a result, his use of the title “Pulp Fiction”
8 cannot constitute trademark infringement.

9 Miramax’s claims for trademark infringement under 15 U.S.C. § 1114 and
10 unfair competition under 15 U.S.C. § 1125(a) are both based on Mr. Tarantino’s use
11 of the “Pulp Fiction Mark.” Compl. at ¶¶ 62, 67 (asserting as the basis for both claims
12 that, “Defendants’ unauthorized use of the Pulp Fiction Mark alleged herein is likely
13 to deceive consumers as to the origin, source, sponsorship, or affiliation of the Pulp
14 Fiction NFTs, and is likely to cause consumers to believe, contrary to fact, that the
15 Pulp Fiction NFTs are sold, authorized, endorsed, or sponsored by Miramax, or that
16 Defendants are somehow affiliated with or sponsored by Plaintiffs”). But, as
17 explained above, Mr. Tarantino is the author of the Screenplay, and assigned
18 copyrights and trademarks in and to only the Film, not the Screenplay. Indeed, Mr.
19 Tarantino remains the owner of copyrights in the Screenplay under Copyright Reg.
20 No. Pau001810781. As a result, he has the right to use the tile of the Screenplay in
21 exploiting his rights thereto.

22 Moreover, as also noted above, Mr. Tarantino expressly reserved his right to
23 use the “Pulp Fiction” title in connection with his reserved rights, including the
24 publication rights in the Screenplay. Specifically, the Tarantino/Miramax Film
25 Assignment Agreement makes clear that “Tarantino shall have the right to use the title
26 of the Film in connection with the exploitation of the Reserved Rights.” Compl. Ex.
27 A at ¶ 2. For these reasons, Miramax’s trademark and unfair competition claims
28 cannot stand.

1 **V. CONCLUSION**

2 For the foregoing reasons, Defendants’ motion for judgment on the pleadings
3 should be granted.

4
5 Dated: June 21, 2022

6
7 IRELL & MANELLA, LLP

8 By: /s/ David Nimmer
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Connor He-Schaefer
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Tarantino and Visiona Romantica, Inc.

11
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PROOF OF SERVICE

1
2 STATE OF CALIFORNIA]
3] ss.
4 COUNTY OF LOS ANGELES]

5 I am employed in the County of Los Angeles, State of California. I am over
6 the age of 18 and not a party to the within action; my business address is 1801
7 Century Park West, 5th Floor, Los Angeles, CA 90067.

8 On June 21, 2022, I served the following document(s) **DEFENDANTS**
9 **QUENTIN TARANTINO'S AND VISIONA ROMANTICA, INC.'S NOTICE**
10 **OF MOTION AND MOTION FOR JUDGMENT ON THE PLEADINGS;**
11 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** on the
12 interested parties in this action as follows:

13 [X] by transmitting via electronic mail the document(s) listed above to the
14 addresses set forth below on this date before 5:30 p.m. from cdavis@ftllp.com to
15 bwilliams@proskauer.com; kcasazza@proskauer.com; svictor@proskauer.com;
16 atocicki@proskauer.com; jneuburger@proskauer.com; and wchoy@proskauer.com.
17 The transmission was completed without error.

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I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 21, 2022, at Los Angeles, California.

DocuSigned by:
Cortni' Davis

Cortni A. Davis