

1 Matthew S.L. Cate (SBN 295546)  
2 [matt@matthewcatelaw.com](mailto:matt@matthewcatelaw.com)  
3 **LAW OFFICE OF MATTHEW S.L. CATE**  
4 101 Montgomery Street, Suite 900  
5 San Francisco, CA 94014  
6 Tel/Fax: 415-964-4400

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8 *Counsel for Defendant Leslie Kolins Small*

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES**

12 **John Trapper,**

13 Plaintiff,

14 v.

15 **Hulu, LLC, et al.,**

16 Defendants.

Case No. 25STCV22973

**Defendant Leslie Kolins Small’s Notice of  
Special Motion and Special Motion to  
Strike Plaintiff’s Complaint Under  
CCP § 425.16; Memorandum of Points and  
Authorities in Support**

Hon. Robert B. Broadbelt III  
Department 53

Date: February 19, 2026  
Time: 10:00 a.m.  
Dept.: 53

**Reservation ID: 301345899918**

Action filed: August 5, 2025  
Trial date: None set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on **February 19, 2026, at 10:00 a.m.**, or as soon  
3 thereafter as the matter may be heard in Department 53 of the above-captioned Court, located  
4 at 111 North Hill Street, Los Angeles, California 90012, Defendant Leslie Kolins Small will and  
5 hereby does move this Court, pursuant to Code of Civil Procedure (“CCP”) § 425.16, for an  
6 Order striking each of the causes of action asserted against her in Plaintiff John Trapper’s Com-  
7 plaint and awarding Small her attorney’s fees and costs incurred in defending against this ac-  
8 tion.<sup>1</sup>

9 As discussed in the attached memorandum, the Court should grant the Special Motion  
10 to Strike on the following grounds:

11 *First*, each of Trapper’s causes of action alleged against Small arise from “conduct in  
12 furtherance of the exercise of the . . . constitutional right of free speech in connection with a  
13 public issue or an issue of public interest.” *See also* CCP § 425.16(b)(1), (e)(4); *Norman v. Ross*,  
14 101 Cal. App. 5th 617, 647 (2024). Because each of those causes of action arises from such  
15 protected activity, they must be stricken if Trapper cannot carry his burden to demonstrate  
16 both that he has pleaded a legally sufficient claim and that he can present facts, supported by  
17 admissible evidence, to substantiate it. *See, e.g., Wilcox v. Super. Ct.*, 27 Cal. App. 4th 809, 823  
18 (1994) (“If either of these requirements is not met, the motion to strike must be granted[.]”),  
19 *disapproved of on other grounds by Equilon Enters. v. Consumer Cause*, 29 Cal. 4th 53 (2002); *see*  
20 *also Navellier v. Sletten*, 29 Cal. 4th 82, 88 (2002). *See* Mem. § III.A.

21 *Second*, Trapper cannot carry his burden, as to any of the First through Fourth Causes  
22 of Action and Sixth through Tenth Causes of Action,<sup>2</sup> for the following independent reasons:

23 1. Each of the First, Second, Fourth, Sixth, Ninth, and Tenth Causes of Action  
24 fails and should be stricken because:

25 \_\_\_\_\_  
26 <sup>1</sup> According to the online court reservation system (CRS), no hearing dates were available  
27 within 30 days for this Motion. Because “the docket conditions of the court require a later  
hearing,” CCP § 425.16(f), Small has reserved the earliest available hearing date.

28 <sup>2</sup> Trapper does not assert his Fifth Cause of Action against Small.

1           a. While Trapper claims his idea was used to create a show called *Mid-*  
2 *Century Modern*, that show was independently created without access to or use of Trapper’s  
3 idea. *See* Mem. § III.B.1(a).

4           b. The First Cause of Action for misappropriation of ideas fails for the ad-  
5 ditional reason that it is not a cognizable claim under California law and would be preempted  
6 by the Copyright Act. *See id.* § III.B.1(b).

7           c. The Second Cause of Action for breach of implied contract fails for the  
8 additional reason that Trapper does not allege that he conditioned the submission of his pitch  
9 to Small for a TV show on the condition that he be credited or paid for its use, and the evidence  
10 demonstrates that he did not do so. Additionally, it is preempted by the Copyright Act. *See id.*  
11 § III.B.1(c).

12           d. The Fourth Cause of Action for breach of confidence fails for the addi-  
13 tional reason that Trapper has not pleaded and cannot show that he gave confidential infor-  
14 mation to Small in confidence, that they understood it would be kept confidential, or that Small  
15 disclosed any information he gave her. *See id.* § III.B.1(d).

16           e. Each of the Sixth, Ninth, and Tenth Causes of action fail because there  
17 is no evidence of wrongdoing by Small, Trapper cannot assert a UCL claim over an expressive  
18 work, the UCL claim is preempted by the Copyright Act, and civil conspiracy is not a cogniza-  
19 ble cause of action. *See id.* § III.B.1(e).

20           2. Each of the Third, Seventh, and Eighth Causes of Action alleged only against  
21 Small fail for multiple independent reasons: (a) Trapper’s idea for Rainbow Estates was not  
22 used to create *Mid-Century Modern*, (b) none of the alleged representations or promises under-  
23 lying these three causes of action can support them as a matter of law, (c) Trapper has not  
24 alleged and cannot prove that any alleged representation or promise by Small was false when  
25 made, and (d) Trapper did not rely on any of the alleged representations or promises. *See* Mem.  
26 § III.B.2(a)-(d).

27           Accordingly, the Court should grant Small’s Special Motion to Strike, strike each of  
28 the causes of action asserted against Small in their entirety, and award Small her attorneys’

1 fees and costs incurred in defending against this meritless action, in amount to be demonstrated  
2 by subsequent motion. CCP § 425.16(c).

3 This Special Motion to Strike is based on this Notice, the attached Memorandum of  
4 Points and Authorities; the Declaration of Leslie Kolins Small and Exhibit 1 thereto, any fur-  
5 ther briefing Small may submit in support of this Special Motion, the materials on file in this  
6 action (expressly including the Special Motion to Strike Complaint Under C.C.P. § 425.16 filed  
7 by Defendants Hulu, LLC, 3 Arts Entertainment, LLC, KoMut Productions, and 20th Televi-  
8 sion, Inc. and the accompanying memorandum and its supporting declarations and exhibits),  
9 and such other evidence and argument the Court may entertain.

10  
11 Date: October 9, 2025

**LAW OFFICE OF MATTHEW S.L. CATE**

  
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12  
13 Matthew S.L. Cate

14 *Counsel for Defendant Leslie Kolins Small*  
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1 **Memorandum of Points and Authorities**

2 **I. Introduction**

3 Plaintiff John Trapper claims that he once had an idea for a TV show that was inspired  
4 by the popular 1980s sitcom *The Golden Girls*. Despite his efforts to shop his idea from 2011  
5 through early 2016, it went nowhere. About a decade later, in Spring 2025, a TV series called  
6 *Mid-Century Modern* was released on the Hulu streaming platform that he believes shares too  
7 many themes with his idea—which is “like *The Golden Girls*, only with men,” Compl. ¶ 43—  
8 to be mere coincidence.

9 Trapper now brings this case against Defendant Leslie Kolins Small and several other  
10 defendants he accuses of participating in a vaguely described conspiracy against him. Their  
11 plot, as he describes it: Take Trapper’s idea and wait more than a decade to develop it without  
12 crediting or compensating him.

13 Trapper’s theory, however, is factually mistaken and legally flawed. And because his  
14 causes of action based on that theory challenge statements or conduct relating to the develop-  
15 ment of either his idea for a TV series or the TV series that was actually developed, each of  
16 them are subject to being stricken under California’s anti-SLAPP statute, CCP § 425.16. That,  
17 in turn, places the burden on Trapper to demonstrate that he has a probability of prevailing on  
18 his causes of action. Because he cannot carry that burden as to any of his causes of action against  
19 Small, each of them should be stricken, and Small should be awarded her attorney’s fees and  
20 costs under CCP § 425.16(c)(1) in an amount to be proved in a subsequent motion.

21 **II. Background**

22 **A. In 2013, Small briefly meets with Trapper and his agent to discuss his**  
23 **pitch for a TV show.**

24 Small is an Emmy-nominated producer and director. Small Decl. ¶ 2. In 2013, while  
25 working as president of a production company spearheaded by actor George Lopez, Small met  
26 with Trapper and his agent as they pitched the idea of a TV series. *Id.* ¶¶ 3–4. Trapper titled  
27 his potential series “Rainbow Estates” or “Mi Casa Su Casa” (together “Rainbow Estates”),  
28

1 which he describes as a show about gay men who lived together in retirement. Compl. ¶¶ 42-  
2 45 (alleging that on April 2, 2013, Small met with Trapper and his agent).

3 Neither Trapper nor his agent discussed Trapper’s idea with Small on the condition  
4 that she first agree that Trapper would be paid or credited in exchange for learning about and  
5 discussing his idea. Small Decl. ¶ 6. Small did not enter into any contract with Trapper or his  
6 agent concerning Trapper’s pitch. *Id.* ¶ 7.

7 Small never developed Trapper’s pitch into a TV series or otherwise used it or dissem-  
8 inated it to anyone. *Id.* ¶¶ 9, 11-13. A few months after Trapper made his pitch, on July 30,  
9 2013, he sent an unsolicited email to Small and acknowledged that she had “passed on” his  
10 idea. *Id.* ¶ 8, Ex. 1.

11 **B. *Mid-Century Modern* is developed without Small’s involvement.**

12 In 2025, a TV series called *Mid-Century Modern* was released on the streaming platform  
13 operated by Defendant Hulu, Inc. *See* Compl. ¶ 57. Created by David Kohan and Max Mutchnick,  
14 of Defendant KoMut Entertainment, the series is about three gay men who decide to  
15 spend their retirement living together in Palm Springs. *See id.* ¶ 11; *see also* Declaration of Max  
16 Mutchnick in Support of Corp. Defs’ Mot. (“Mutchnick Decl.”) ¶¶ 5-6; Declaration of David  
17 Kohan in Support of Corp. Defs’ Mot. (“Kohan Decl.”) ¶¶ 5-7. Mutchnick and Kohan cre-  
18 ated *Mid-Century Modern* independently, drawing from elements of their own lives, and they  
19 wrote the pilot script together. Mutchnick Decl. ¶¶ 5-6; Kohan Decl. ¶¶ 5-7.

20 Small had no role in the development, production, or distribution of *Mid-Century Mod-*  
21 *ern*. Small Decl. ¶ 11. Small has not supervised or communicated in any way with anyone who  
22 was involved in creation, development, or production of *Mid-Century Modern*. *Id.* ¶¶ 12-13.  
23 She did not share, mention, or disclose Trapper’s idea for Rainbow Estates with anyone, in-  
24 cluding anyone involved in *Mid-Century Modern*. *Id.* And she has never worked with or other-  
25 wise interacted with KoMut Entertainment, Kohan, or Mutchnick. *Id.* ¶¶ 12-13; *see also*  
26 Mutchnick Decl. ¶ 10; Kohan Decl. ¶ 11.

27 //

28 //

1           **C. Trapper brings this action, claiming *Mid-Century Modern* is similar to his**  
2           **concept for Rainbow Estates.**

3           Trapper filed this action *in pro per* in August 2025, asserting that *Mid-Century Modern*  
4           “replicates the tone, themes, structure, and character dynamics” and “central dramatic ten-  
5           sion” of his concept. Compl. ¶¶ 75–76, 78.<sup>3</sup> Attempting to challenge “the nature of the enter-  
6           tainment industry itself,” Trapper claims that a conspiracy within the industry allegedly took  
7           his idea for Rainbow Estates and waited more than decade to develop it into another show to  
8           avoid having to credit or compensate him. *See id.* ¶¶ 5–7, 15–16, 115–18.

9           Trapper thus asserts a raft of causes of action against Small and Defendants Hulu, LLC;  
10          3 Arts Entertainment, LLC; 20th Television, Inc. (erroneously sued as “Fox Television”), and  
11          “KoMut Productions.”<sup>4</sup> Against all defendants, he alleges causes of action for (1) misappro-  
12          priation of ideas, *id.* ¶¶ 119–28; (2) breach of implied-in-fact contract, *id.* ¶¶ 129–39; (3) breach  
13          of confidence, *id.* ¶¶ 149–59; (5) civil conspiracy, *id.* ¶¶ 170–78; (8) violation of the UCL, *id.*  
14          ¶¶ 198–207; and (9) declaratory and injunctive relief, *id.* ¶¶ 208–18 (together the “Shared  
15          Causes of Action”). Separately, Trapper asserts causes of action against Small for promissory  
16          estoppel, *id.* ¶¶ 140–48; fraudulent inducement, *id.* ¶¶ 179–87; and negligent misrepresenta-  
17          tion, *id.* ¶¶ 188–97.<sup>5</sup>

18          **III. Argument**

19          An anti-SLAPP motion requires a two-step analysis. *See* CCP § 425.16(b)(1).

20          *First*, the Court must decide if Trapper’s causes of action against Small “arise from”  
21          activity protected by the statute. CCP § 425.16(b)(1). The merits of Trapper’s claims are irrel-  
22          evant to this inquiry. *See, e.g., City of Costa Mesa v. D’Alessio Investments*, 214 Cal. App. 4th

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23          <sup>3</sup> Among the allegedly distinctive elements of Trapper’s concept are strained parent-child re-  
24          lationships, “chosen family,” the “interplay between nostalgia and modern life,” living with  
25          an elderly parent, and setting a TV show primarily in a bar. Compl. ¶ 76.

26          <sup>4</sup> This memorandum collectively refers to all defendants other than Small as the “Corporate  
27          Defendants.”

28          <sup>5</sup> The Complaint thus asserts nine of its 10 causes of action against Small, with the Fifth Cause  
of Action asserted against other defendants. *See* Compl. ¶¶ 160–69.

1 358, 371 (2013) (“The first step only determines whether section 425.16’s *procedural* protection  
2 applies; the second step of the analysis addresses whether there is sufficient merit to the claims  
3 at issue to allow the litigation to proceed.”).

4 *Second*, if the claims do arise from protected activity, the Court must strike them unless  
5 Trapper carries his burden to show (1) that he has pleaded legally sufficient claims and (2) that  
6 he can substantiate them with facts supported by admissible evidence. CCP § 425.16(b)(1);  
7 *Wilcox v. Superior Ct.*, 27 Cal. App. 4th 809, 823 (1994) (“If either of these requirements is not  
8 met, the motion to strike must be granted[.]”), *disapproved of on other grounds by Equilon Enters.*  
9 *v. Consumer Cause*, 29 Cal. 4th 53 (2002); *see also Navellier v. Sletten*, 29 Cal. 4th 82, 88–89  
10 (2002) (“[T]he plaintiff must demonstrate that the complaint is both legally sufficient and sup-  
11 ported by a sufficient *prima facie* showing of facts to sustain a favorable judgment if the evidence  
12 submitted by the plaintiff is credited.”).

13 Small’s motion should be granted and the Complaint against her stricken with prejudice  
14 because each of the causes of action asserted against her arises from activity protected by the  
15 anti-SLAPP statute and Trapper cannot meet his burden to demonstrate a probability of pre-  
16 vailing on them.

17 **A. Trapper’s claims are subject to the anti-SLAPP statute.**

18 A cause of action is subject to a special motion to strike when it arises from any “con-  
19 duct in furtherance of the exercise of the . . . constitutional right of free speech in connection  
20 with a public issue or an issue of public interest.” CCP § 425.16(b)(1), (e)(4). Both the creation  
21 of a TV series and the speech and conduct undertaken in connection with its creation constitute  
22 activity protected by the anti-SLAPP statute. *See Norman v. Ross*, 101 Cal. App. 5th 617, 647  
23 (2024) (citing cases); *see also Tamkin v. CBS Broad.*, 193 Cal. App. 4th 133, 143 (2011) (prepa-  
24 ration and circulation of script drafts and casting synopses protected by anti-SLAPP statute).  
25 Because one or more of the elements of each of Trapper’s causes of action against Small de-  
26 pend on alleged statements made or conduct undertaken in connection with the development  
27 of either Rainbow Estates or *Mid-Century Modern*, each of those causes of action are subject to  
28 the anti-SLAPP statute.

1           *Norman* is instructive. That case involved several causes of action—including for  
2 breach of implied contract, breach of confidence, promissory estoppel, and misrepresenta-  
3 tion—plaintiff asserted against defendants she claimed used her idea for a TV series. *See* 101  
4 Cal. App. 5th at 633–34. Reasoning that all of the claims arose from speech or conduct relating  
5 to the making of either plaintiff’s proposed series of the TV show that ultimately was produced,  
6 the Court of Appeal held that each of those causes of action were subject to the anti-SLAPP  
7 statute. *Id.* at 647–54; *see also id.* at 651 (alleged use of plaintiff’s idea is required element of  
8 breach-of-implied contract claim and such usage “was protected activity”); *id.* (“there is no  
9 communication alleged in the breach of confidence cause of action that does not involve the  
10 development of [plaintiff’s concept] or the making of [defendants’ series]”); *id.* at (“all com-  
11 munications alleged in the intentional misrepresentation and promissory estoppel causes of ac-  
12 tion involve the development of [plaintiff’s concept]”).

13           The same result should follow here. One or more elements of Trapper’s causes of ac-  
14 tion against Small are based solely on either discussion of Rainbow Estates or the alleged use  
15 of it to create *Mid-Century Modern*. *See, e.g.,* Compl. ¶ 125 (misappropriation of ideas claim  
16 based on creation of *Mid-Century Modern*); *id.* ¶ 134 (same for breach of implied contract cause  
17 of action); *id.* ¶¶ 141, 146 (promissory estoppel cause of action based on alleged discussions  
18 about development of Trapper’s Rainbow Estates and on later development of *Mid-Century*  
19 *Modern*); *id.* ¶¶ 151-52 (same for breach of confidence claim); *id.* ¶ 172 (alleging that purpose  
20 of alleged civil conspiracy was to create TV series); *id.* ¶¶ 180–81, 189–91 (fraudulent induce-  
21 ment and negligent misrepresentation causes of action based on discussions about Rainbow  
22 Estates); *id.* ¶ 200 (UCL cause of action based on same speech and activity underlying other  
23 claims); *id.* ¶¶ 209–13 (seeking declaratory and injunctive relief regarding right to use Rainbow  
24 Estates concept in a TV series).

25           There is no communication or other activity giving rise to Trapper’s claims “that does  
26 not involve the development of [his concept] or the making of [*Mid-Century Modern*].” *See*  
27 *Norman*, 101 Cal. App. 5th at 651. All of the causes of action against Small rely on those com-  
28

1     communications or activities to supply one or more elements of Trapper’s causes of action. Be-  
2     cause those causes of action are accordingly subject to the anti-SLAPP statute, each of them  
3     must be stricken unless Trapper can carry his burden to show a probability of prevailing on  
4     them. *See id.* at 654; CCP § 425.16(b)(1).

5             **B.     Trapper cannot demonstrate a probability of prevailing on his claims.**

6                     **1.     Trapper cannot prevail on any of the Shared Causes of Action.**

7             Trapper alleges causes of action against both Small and the Corporate Defendants for  
8     misappropriation of ideas, breach of implied contract, breach of confidence, civil conspiracy,  
9     violation of the UCL, and for declaratory and injunctive relief. These Shared Causes of Action  
10    should be stricken for the reasons asserted in the Special Motion to Strike filed by the Corpo-  
11    ration Defendants and its accompanying memorandum, the argument and evidence in support  
12    of which Small adopts and incorporates by reference here as if fully set forth here. As more  
13    fully explained in the Corporate Defendants’ Memorandum of Points and Authorities (“Corp.  
14    Defs’ Mem.”), each of Trapper’s misappropriation, breach of implied contract, and breach of  
15    confidence causes of action fails for several reasons.

16            Fundamentally, each of the Shared Causes of Action fails because the theory animating  
17    all of them is entirely without merit: No one involved in the creation of *Mid-Century Modern*  
18    had access to Trapper’s idea or used it any way in connection with that show’s creation. *See*  
19    Corp. Defs’ Mem. at 8–9 (citing, e.g., *Spinner v. Am. Broad. Cos.*, 215 Cal. App. 4th 172, 186  
20    (2013); *Mann v. Columbia Pictures*, 128 Cal. App. 3d 628, 650–51 (1982)). Notwithstanding  
21    Trapper’s assumption that “somehow” his idea made it to the show’s creators or producers,  
22    *see* Compl. ¶ 82, the evidence demonstrates that no “sufficiently strong nexus” between Small,  
23    on the one hand, or the creators of *Mid-Century Modern*, or any of the Corporate Defendants,  
24    on the other hand. *See* Small Decl. ¶¶ 9–13; *see also* Mutchnick Decl. ¶¶ 7–10; Kohan Decl. ¶¶  
25    8–11; Declaration of Thomas Keenan in Support of Corp. Defs’ Mot. (“Keenan Decl.”) ¶¶ 4–  
26    5; Declaration of Emily Furutani in Support of Corp. Defs’ Mot. (“Furutani Decl.”) ¶¶ 3–4;  
27    Declaration of Michael Rotenberg in Support of Corp. Defs’ Mot. ¶ 6. As the evidence demon-  
28    strates, *Mid-Century Modern* was created independently. *See* Corp. Defs’ Mem. at 10–11; *see*

1 *also* Mutchnick Decl. ¶¶ 5–10; Kohan Decl. ¶¶ 5–11; Keenan Decl. ¶¶ 2–5; Furutani Decl. ¶¶  
2 2–4. Thus, in addition to failing for their own separate reasons (discussed below), the First,  
3 Second, Fourth, Sixth, Ninth, and Tenth Causes of Action fail for these reasons alone.

4 **(a) First Cause of Action: Misappropriation of ideas**

5 Separately, Trapper’s misappropriation of ideas cause of action fails because it is not a  
6 cause of action recognized under California law. *See* Corp. Defs’ Mem. at 11. And even if it  
7 were, the Copyright Act would preempt it. *See* Corp. Defs’ Mem. at 14–15.

8 **(b) Second Cause of Action: Breach of implied contract**

9 Trapper’s breach of implied contract claim requires him to plead and prove that he  
10 “clearly conditioned” his idea for Rainbow Estates to Small on an obligation to pay him if it  
11 was used. *See* Corp. Defs’ Mem. at 12 (citing *Desny v. Wilder*, 46 Cal. 2d 715, 731–32, 739  
12 (1956); *Faris v. Enberg*, 97 Cal. App. 3d 309, 325 n.12 (1979)). This cause of action fails for the  
13 independent reason that Trapper fails to plead any facts suggesting he submitted his ideas to  
14 Small on any such condition. *See generally* Compl. In fact, he did not. Small Decl. ¶¶ 5–7. More-  
15 over, this cause of action would also be preempted by the Copyright Act. *See* Corp. Defs’ Mem.  
16 at 14–15.

17 **(c) Fourth Cause of Action: Breach of confidence**

18 Trapper cannot prevail on his cause of action for breach of confidence for the independ-  
19 ent reason that he cannot show that he gave Small confidential and novel information to her  
20 with actual notice of its confidential nature and desire for her to keep it in confidence, and  
21 because he cannot demonstrate that Small disclosed any confidential information in violation  
22 of their shared understanding. *See* Corp. Defs’ Mem. at 12–13 (citing *Tele-Count Eng’rs, Inc. v.*  
23 *Pac. Tel. & Tel. Co.*, 168 Cal. App. 3d 455, 461–67 (1985)). Specifically, in addition to the rea-  
24 sons identified by the Corporate Defendants Memorandum and incorporated here, *see id.* (cit-  
25 ing Trapper’s admissions asserted in Compl. ¶¶ 4, 26, 29–30, 33, 35–36, 38, 151), Trapper  
26 cannot carry his burden on this cause of action for the simple reason that Small did not disclose  
27 his idea to anyone. *See* Small Decl. ¶ 12.

1                                   **(d) Sixth, Ninth, and Tenth Causes of Action**

2           Because, as discussed above and below, there is no evidence of any wrongdoing by  
3 Small, each of Trapper’s derivative claims for conspiracy, UCL violations, and injunctive relief  
4 also fail. *See* Corp. Defs’ Mem. at 13 (citing *Hollywood Screentest of Am., Inc. v. NBC Universal,*  
5 *Inc.*, 151 Cal. App. 4th 631, 649 (2007) (rejecting breach of confidence and unfair competition  
6 claims where plaintiff could not demonstrate defendant used plaintiff’s ideas). Accordingly,  
7 and for the additional reasons set forth in the Corporate Defendants’ Memorandum, which are  
8 incorporated by reference here, these causes of action should be stricken. *See id.* at 13-15 (ex-  
9 plaining that Trapper may not assert a UCL claim over an expressive work, that civil conspiracy  
10 is not a cause of action, and that the Copyright Act preempts his UCL claim).

11                                   **2. Trapper cannot prevail on any of the causes of action asserted**  
12                                   **solely against Small.**

13           Trapper alleges three causes of action against Small for promissory estoppel, fraudulent  
14 inducement, and negligent misrepresentation. *See* Compl. ¶¶ 140–41, 143 (allegations relating  
15 to promissory estoppel claim); *id.* ¶¶ 180–81 (fraudulent inducement); *id.* ¶¶ 189–90 (negligent  
16 misrepresentation). Trapper’s promissory estoppel claim requires him to plead and prove that  
17 Small made a “clear and unambiguous” promise to him that he reasonably and foreseeably  
18 relied on in a way that caused him injury. *Norman*, 101 Cal. App. 5th at 667. To prevail on his  
19 cause of action for fraudulent inducement, Trapper must demonstrate that Small made a mis-  
20 representation of material fact with knowledge of its falsity while intending to defraud him and  
21 that he justifiably relied on that misrepresentation and thereby was harmed. *See Lazar v. Supe-*  
22 *rior Ct.*, 12 Cal. 4th 631, 638 (1996). And Trapper’s cause of action for negligent misrepresen-  
23 tation requires him to plead and prove that Small misrepresented “a past or existing material  
24 fact” that she did not reasonably believe was true while intending to induce Trapper to rely on  
25 the statement and that Trapper justifiably relied on the statement and thereby suffered dam-  
26 ages. *See Nat’l Union Fire Ins. Co. of Pittsburgh, PA v. Cambridge Integrated Servs. Grp.*, 171 Cal.  
27 App. 4th 35, 50 (2009).

1 In other words, all three causes of action require Trapper to plead and prove that Small  
2 made clear representations of fact or unambiguous promises, that he reasonably relied on those  
3 assertions in some way, and that he reasonably relied on those allegedly false representations  
4 or breached promises to his detriment. He cannot carry his burden to demonstrate a probability  
5 of prevailing on these claims, however, for several separate and independent reasons.

6 **(a) Trapper was not harmed by anything Small allegedly said or**  
7 **did because *Mid-Century Modern* was created independently.**

8 Even if the alleged misrepresentations and promises were made as alleged (and they  
9 were not), Trapper cannot establish that they caused him any harm. As discussed above, *see*  
10 Mem. § III.B.1(a), Trapper cannot demonstrate that his idea was used to develop *Mid-Century*  
11 *Modern*. Small did not share his idea for Rainbow Estates with anyone, and she did not interact  
12 with anyone involved in *Mid-Century Modern*. Small Decl. ¶¶ 9-13. These facts are fatal to his  
13 causes of action against Small because each of them is premised on damages arising from the  
14 supposed use of Rainbow Estates, which never happened.

15 **(b) The alleged representations or promises are not actionable**  
16 **because they are vague and concern future events.**

17 As a matter of law, the alleged representation about the future use of Trapper’s idea  
18 cannot support Trapper’s causes of action because such statements are not about “a past or  
19 existing material fact.” *See, e.g., Tarmann v. State Farm Mut. Auto. Ins. Co.*, 2 Cal. App. 4th  
20 153, 158 (1991) (“a promise to perform at some future time” is not actionable as a negligent  
21 misrepresentation of past or existing fact); *Morawski v. Lightstorm Ent., Inc.*, 2013 WL  
22 12081818, at \*13 (C.D. Cal. Jan. 31, 2013), *aff’d* 599 F. App’x 779 (9th Cir. 2015) (movie pro-  
23 ducers not liable for negligent misrepresentation based on alleged representation that they  
24 would not use plaintiff’s ideas without compensation). Likewise, “[p]romises too vague to be  
25 enforced will not support a fraud claim any more than they will one in contract.” *Rochlis v. Walt*  
26 *Disney Co.*, 19 Cal. App. 4th 201, 216 (1993) *disapproved of on other grounds by Turner v. An-*  
27 *heuser-Busch, Inc.*, 7 Cal. 4th 1238 (1994).

1 Each of the alleged representations or promises giving rise to Trapper’s causes of action  
2 against Small relate to *potential* and *future* consideration and development of Rainbow Estates.  
3 See Compl. ¶¶ 141, 180–81, 189–90. So, even if they were made as alleged (and they were not),  
4 supposed representations or promises about what *might* happen with Rainbow Estates cannot  
5 constitute statements of existing fact that could be misrepresented or enforceable promises that  
6 could be broken. That is especially so given the hesitation Trapper claims Small expressed  
7 about his idea in 2013 and sufficiently clear indication that she “passed on” the pitch. See, e.g.,  
8 Ex. 1; Compl. ¶¶ 4 (alleging that Small “was apprehensive” about development of Rainbow  
9 Estates, “citing market hesitancy”); *id.* ¶ 46 (alleging that Small “explained that the project  
10 would be difficult to sell”); *id.* ¶ 50 (alleging that Small “express[ed] uncertainty about the  
11 marketability of either version” of Rainbow Estates). Because a general assertion or suggestion  
12 that Rainbow Estates may be considered cannot support his claims against Small, his causes of  
13 action should be stricken for this separate reason.

14 **(c) Trapper has not alleged, and cannot prove, that any alleged**  
15 **representation or promise was false when made.**

16 To prevail on his causes of action, Trapper must plead and prove that the alleged state-  
17 ments about alleged interest in developing Rainbow Estates were false when they were made  
18 in April 2013. See *UMG Recordings*, 117 F. Supp. 3d at 1107–08 (citing *Tenzer v. Superscope, Inc.*,  
19 39 Cal.3d 18, 30–31 (1985)).

20 Trapper, however, does not allege any facts demonstrating that necessary element of  
21 his causes of action. See Compl. ¶¶ 140–48, 179–87, 188–97 (failing to allege falsity as promis-  
22 sory estoppel, fraudulent inducement, or negligent misrepresentation causes of action). In-  
23 stead, Trapper alleges only that “falsity . . . [was] not apparent until long after” the represen-  
24 tations were allegedly made. See *id.* ¶ 196; see also *id.* ¶¶ 146, 186 (similar allegations). That  
25 allegation is belied by Trapper’s contemporaneous statement that Small has “passed on” his  
26 idea. Ex. 1. In any event, however, the fact that *Mid-Century Modern* was released in 2025 does  
27 not mean that the alleged statements to Trapper in 2013 were false— “[m]ere nonperformance  
28 of a promise does not suffice to show the falsity of the promise.” *UMG Recordings*, 117 F. Supp.

1 3d at 1109 (citing *Tenzer*); *Magpali v. Farmers Grp.*, 48 Cal. App. 4th 471, 481 (1996) (“some-  
2 thing more than nonperformance is required to prove the defendant’s intent not to perform his  
3 promise”). Trapper’s failure to plead falsity is enough to warrant striking his causes of action  
4 against Small.

5 **(d) Trapper tried for years to independently pitch his idea and**  
6 **thus did not rely on any alleged representation or promise.**

7 Trapper’s verified Complaint precludes any finding that he reasonably relied on any  
8 representations he claims Small made about Rainbow Estates. As noted above, Small allegedly  
9 expressed significant doubts that his project could come to fruition. *See* Compl. ¶¶ 4, 46, 50.  
10 Further, Trapper alleges that after meeting with Small he *spent more than two years* actively  
11 pitching Rainbow Estates to other producers. *Id.* ¶ 33 (alleging that Trapper spent 2011 to 2015  
12 working with his agent to shop his idea “to potential producing partners”); *id.* ¶¶ 59–62 (al-  
13 leging additional efforts by Trapper and his agent to “present[] Rainbow Estates to potential  
14 Producers through March 17th of 2016”); ¶ 111 (alleging that before and after his April 2013  
15 meeting with Small, he “actively pursued avenues to develop and produce the series” and en-  
16 gaged in “sustained development efforts”). And, again, he recognized that Small had passed  
17 on his pitch well before July 2013. *See* Ex. 1. In other words, Trapper did not stop trying to  
18 develop his idea and did not limit his efforts to working exclusively with Small. For that reason  
19 alone, he did not actually rely on her alleged representations or supposed promises in any way  
20 that caused him harm.

21 For this separate reason, and for each of the foregoing independent reasons, Trapper  
22 cannot demonstrate a probability of success on the merits of his causes of action against Small  
23 for promissory estoppel, fraudulent inducement, and/or negligent misrepresentation. The  
24 Third, Seventh, and Eighth Causes of Action should accordingly be stricken.

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1 **IV. Conclusion**

2 The Court should strike each of the causes of action the Complaint asserts against Small  
3 and award Small her attorney’s fees and costs under Section 425.16(c)(1) in an amount to be  
4 proved in a subsequent motion.

5 Date: October 9, 2025

6 **LAW OFFICE OF MATTHEW S.L. CATE**

7   
8 \_\_\_\_\_  
9 Matthew S.L. Cate

10 *Counsel for Defendant Leslie Kolins Small*

1 **Proof of Service**

2 I am not a party to this case and am an active member of the State Bar of California. My  
3 business address 101 Montgomery Street, Suite 900, San Francisco, CA 94014, and my elec-  
4 tronic service address is [matt@matthewcatelaw.com](mailto:matt@matthewcatelaw.com).

5 On October 9, 2025, I served the following documents:

- 6 • **Defendant Leslie Kolins Small’s Notice of Special Motion**  
7 **and Special Motion to Strike Plaintiff’s Complaint Under**  
8 **CCP § 425.16; Memorandum of Points and Authorities in**  
9 **Support; and**
- **Declaration of Defendant Leslie Kolins Small in Support of**  
10 **Her Special Motion to Strike Plaintiff’s Complaint Under**  
11 **CCP § 425.16; Exhibit 1**

12 via electronic means to:

13 John Trapper  
14 612 River Road, Suite 319  
15 N. Tonawanda, NY 14120  
[john@widestanceproductoins.com](mailto:john@widestanceproductoins.com)  
[playrite2000@aol.com](mailto:playrite2000@aol.com)  
*Plaintiff in pro per*

16 On October 9, 2025, I served the above-referenced documents to the above-noted per-  
17 son(s) at the above mailing address(es) by placing the documents into a sealed envelope and  
18 depositing the envelope into the U.S. mail, postage prepaid, in Oakland, California.

19 I declare under penalty of perjury under the laws of the State of California that the fore-  
20 going is true and correct.

21 Date: October 9, 2025

22   
23 \_\_\_\_\_  
24 Matthew S.L. Cate  
25  
26  
27  
28



## Make a Reservation

JOHN TRAPPER vs HULU LLC

Case Number: 25STCV22973 Case Type: Civil Unlimited Category: Other Contract Dispute (not breach/insurance/fraud/negligence)

Date Filed: 2025-08-05 Location: Stanley Mosk Courthouse - Department 53

### Reservation

Case Name: JOHN TRAPPER vs HULU LLC	Case Number: 25STCV22973
Type: Special Motion to Strike under CCP Section 425.16 (Anti-SLAPP motion)	Status: RESERVED
Filing Party: Defendant Leslie Kolins Small (Party Role to be determined)	Location: Stanley Mosk Courthouse - Department 53
Date/Time: 02/19/2026 10:00 AM	Number of Motions: 1
Reservation ID: 301345899918	Confirmation Code: CR-BB447D559V2YQCG8K

### Fees

Description	Fee	Qty	Amount
Special Motion to Strike under CCP Section 425.16 (Anti-SLAPP motion)	0.00	1	0.00
<b>TOTAL</b>			<b>\$0.00</b>

### Payment

Amount: \$0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

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