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(erroneously sued as “Fox Television”)
8
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES
12

13 JOHN TRAPPER,

14 Plaintiff,

15 vs.

16 HULU, LLC, a Delaware limited liability
company; 3 ARTS ENTERTAINMENT,
17 LLC, a California limited liability company;
FOX TELEVISION, and KOMUT
18 PRODUCTIONS, LESLIE KOLINS
SMALL, an individual; and DOES 1 through
19 20, inclusive,

20 Defendants.
21
22

Case No. 25STCV22973

Assigned to Hon. Robert B. Broadbelt
Department 53

**DEFENDANTS HULU, LLC; 3 ARTS
ENTERTAINMENT, LLC; “KOMUT
PRODUCTIONS”; AND 20TH TELEVISION,
INC.’S NOTICE OF MOTION AND SPECIAL
MOTION TO STRIKE COMPLAINT UNDER
§ 425.16; MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATIONS OF
LESLIE KOLINS SMALL, AMANDA A.
HARRIS, MICHAEL ROTENBERG, DAVID
KOHAN, MAX MUTCHNICK, TOM
KEENAN, AND EMILY FURUTANI WITH
EXHIBITS A–O**

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

Reservation ID: 435470530033

1 TO THE HONORABLE COURT AND ALL PARTIES:

2 PLEASE TAKE NOTICE that on February 19, 2026,¹ at 10:00 a.m. or as soon thereafter as
3 counsel may be heard in Department 53 of the Superior Court of the State of California for the
4 County of Los Angeles, Stanley Mosk Courthouse, the Hon. Robert B. Broadbelt, presiding, located
5 at 111 North Hill Street, Los Angeles, CA 90012, Defendants Hulu, LLC; 3 Arts Entertainment,
6 LLC; 20th Television, Inc. (erroneously sued as “Fox Television”), and “KoMut Productions”²
7 (collectively, the “Corporate Defendants”) will and hereby do move this Court pursuant to
8 California Code of Civil Procedure § 425.16 (“Section 425.16” or the “anti-SLAPP³ statute”) for an
9 order striking, in whole or in part, and dismissing with prejudice and without leave to amend, the
10 Complaint, and each of its causes of action, in whole or in part, against the Corporate Defendants
11 filed by Plaintiff John Trapper.

12 This Motion is made on the grounds that the Complaint, and each of its causes of action
13 alleged against the Corporate Defendants, is subject to the anti-SLAPP statute because the
14 Complaint, and each cause of action alleged against the Corporate Defendants, is based on and
15 arises from the exercise of the Corporate Defendants’ rights of free speech and free expression in a
16 public forum, and also their conduct in furtherance of such rights, on public issues and/or issues of
17 public interest. C.C.P. §§ 425.16(e)(3) and (e)(4).

18 Because the anti-SLAPP statute applies to Plaintiff’s Complaint and each of its causes of
19 action against the Corporate Defendants, the burden shifts to Plaintiff to establish, with admissible
20 evidence, a probability that he will prevail on his causes of action. C.C.P. § 425.16(b)(1). Plaintiff
21 cannot satisfy that burden; he cannot show that his causes of action are legally sufficient and/or that

22 _____
23 ¹ February 19, 2026 was the first available date for this hearing on the Los Angeles Superior Court’s
online Court Reservation System. Harris Decl. ¶ 2.

24 ² There is no entity called “KoMut Productions” or “KoMut Entertainment, Inc.,” *see* Compl. ¶ 11,
25 and the Corporate Defendants reserve all arguments and rights as to Plaintiff’s erroneous naming of
this defendant.

26 ³ SLAPP stands for “Strategic Lawsuit Against Public Participation.” The Legislature enacted the
27 anti-SLAPP statute to check “a disturbing increase in lawsuits brought primarily to chill the valid
exercise of the constitutional rights of freedom of speech and petition.” C.C.P. § 425.16(a). One of
28 the statute’s core “goal[s] is to eliminate meritless or retaliatory litigation at an early stage.” *Seltzer*
v. Barnes, 182 Cal. App. 4th 953, 961 (2010).

1 he can overcome the Corporate Defendants’ defenses. Thus, all of the causes of action against the
2 Corporate Defendants, or alternatively portions of them, should be stricken for the following
3 separate and independent reasons:

- 4 • Each of Trapper’s claims fail as a matter of law because the evidence establishes that
5 neither Max Mutchnick and David Kohan, the creators of the series *Mid-Century*
6 *Modern*; 20th Television, *Mid-Century Modern*’s physical production studio; nor
7 Hulu, the network that distributed *Mid-Century Modern*, had access to or used
8 Trapper’s alleged materials or ideas for a television show called *Rainbow Estates*.
- 9 • Each of Trapper’s claims also fail as a matter of law because Mutchnick and Kohan
10 independently created *Mid-Century Modern* without any knowledge or use of
11 Trapper’s alleged materials or ideas for a television show called *Rainbow Estates*.
- 12 • The 1st cause of action for “misappropriation of ideas” also fails because California
13 does not recognize such a tort claim.
- 14 • The 2nd cause of action also fails because there is no privity of contract between
15 Trapper and any of the Corporate Defendants, and because Trapper did not condition
16 the conveyance of his idea for *Rainbow Estates* upon an obligation to pay for it if it
17 was used.
- 18 • The 4th cause of action for breach of confidence fails because the Corporate
19 Defendants, having never received the materials for *Rainbow Estates*, could not have
20 and did not disclose the idea to the creators of *Mid-Century Modern*, and because
21 Trapper concedes he did not provide the requisite actual notice of confidentiality.
- 22 • The 5th, 6th, 9th, and 10th causes of action for unjust enrichment, civil conspiracy,
23 unfair competition under California’s unfair competition law (“UCL”), Bus. & Prof.
24 Code § 17200, and declaratory/injunctive relief, also all fail because Trapper cannot
25 show any underlying wrongful conduct to support these causes of action, and
26 because conspiracy is not an independent cause of action.

- 1 • The 1st, 2nd, 4th, 5th, and 9th causes of action also fail because they are preempted
2 by copyright law.⁴

3 This Motion is based on: this Notice; the attached Memorandum of Points and Authorities;
4 the concurrently filed Declarations of Leslie Kolins Small, Amanda Harris, Michael Rotenberg,
5 David Kohan, Max Mutchnick, Tom Keenan, and Emily Furutani; Exhibits A through O; and such
6 further evidence, argument, and judicially noticeable material as may be presented at or before the
7 hearing on this Motion.

8 The Corporate Defendants respectfully request that the Court strike and dismiss, in whole or,
9 alternatively, in part, the Complaint and each of its causes of action against the Corporate
10 Defendants with prejudice and without leave to amend.⁵ Defendants also request that the Court
11 enter an award of attorneys’ fees and costs in their favor and against Plaintiff as required by Code of
12 Civil Procedure § 425.16(c).⁶

14 DATED: October 9, 2025

JASSY VICK CAROLAN LLP



JEAN-PAUL JASSY

Counsel for Defendants Hulu, LLC; 3 Arts
Entertainment, LLC; “KoMut Productions”;
and 20th Television, Inc. (erroneously sued as
“Fox Television”)

24 _____
25 ⁴ Defendants reserve all arguments and defenses if this case proceeds beyond the anti-SLAPP stage.

26 ⁵ Plaintiff may not amend the operative complaint in the face of this anti-SLAPP motion. *See, e.g.,*
27 *Simmons v. Allstate Ins. Co.*, 92 Cal. App. 4th 1068, 1073 (2001); *Med. Marijuana, Inc. v.*
28 *ProjectCBD.com*, 46 Cal. App. 5th 869, 900 (2020).

⁶ If this Motion is granted in whole or part, Defendants reserve the right to seek a recovery of their
attorneys’ fees and costs. *See Am. Humane Ass’n v. L.A. Times Commc’ns LLC*, 92 Cal. App. 4th
1095, 1103 (2001).

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1 **I. INTRODUCTION**

2 Plaintiff John Trapper, a self-proclaimed “seasoned playwright and producer with a long-
3 established history of creating acclaimed LGBTQ-themed theatrical works that speak to broad
4 audiences,” alleges that he adapted his award-winning play *The Golden Gays* into a prospective
5 television show called *Rainbow Estates*. Trapper asserts that, from 2011 to 2015, he shared his
6 television show idea with several people including defendant Leslie Kolins Small, who worked for
7 comedian George Lopez. He shared his work without securing any promises of confidentiality,
8 assuming instead that the “ecosystem” (Trapper’s word) into which Trapper put his work “implied”
9 (again, Trapper’s word) it would keep *Rainbow Estates* confidential. Trapper says *Rainbow Estates*
10 was not well-received at the time, and in 2013 Small said it was “too gay” for mass audiences.

11 During the same time period, LGBTQ+ rights were at the forefront of the public
12 consciousness, including in the Supreme Court decision *Obergefell v. Hodges*, 576 U.S. 644 (2015),
13 recognizing the constitutional right for same sex couples to marry. Also at the same time, Max
14 Mutchnick and David Kohan—the founders of KoMut and creators of *Will & Grace* (an award-
15 winning and groundbreaking television series with gay characters)—were independently creating a
16 new show about the lives of retirees. But they too encountered initial resistance from studio
17 executives. They picked it back up again during the 2023 writers’ strike, and eventually sold their
18 series, *Mid-Century Modern*, to the streaming service Hulu where it premiered in 2025.

19 This case concerns Trapper’s unsubstantiated and false conspiracy theory that defendant
20 Small—who had nothing to do with *Mid-Century Modern*—and defendant 3 Arts—which also had
21 nothing to do with the show and never employed Small—“somehow” (Trapper’s word) passed his
22 work to KoMut, Hulu, and 20th Television. That didn’t happen. Kohan and Mutchnick
23 independently created *Mid-Century Modern*, and none of the Corporate Defendants ever accessed
24 Trapper’s work. Trapper’s claims should therefore be stricken under the anti-SLAPP statute because
25 they arise from speech on matters of public interest, and have no probability of success.

26 **II. STATEMENT OF FACTS**

27 **A. *Mid-Century Modern***

28 The television series *Mid-Century Modern* was created by Max Mutchnick and David

1 Kohan, the duo behind *Will & Grace*, an enormously successful sitcom famous for its very early
2 portrayal of gay men on television when it premiered in 1998. Mutchnick Decl. ¶ 4; Kohan Decl.
3 ¶ 4. By all measures, the show was a resounding success: *Will & Grace* earned 96 Emmy
4 nominations and the Writers Guild of America placed the sitcom at number 94 in their list of the
5 101 best-written TV series of all time. Exs. N, O. So prominent was the show that President Joseph
6 Biden said in 2012 that he thought “*Will & Grace* did more to educate the American public [on
7 LGBTQ+ issues] than almost anything anybody has done so far.” Harris Decl. ¶ 3 & Ex. C.

8 While the members of the Writers Guild of America were on strike in 2023, Kohan and
9 Mutchnick revisited a script they had written together 10 years earlier called *Senioritis* that had been
10 rejected by studio executives at that time. Mutchnick Decl. ¶ 6; Kohan Decl. ¶ 6; Ex. C. *Senioritis*
11 told the story of four senior citizens living in a care facility who found parallels between their high
12 school years and their senior years. While working on the series, Kohan and Mutchnick’s
13 brainstorming led them to develop a group of characters who had created a “de facto” family of
14 chosen friends. The pilot script that Kohan and Mutchnick wrote for *Mid-Century Modern* emerged
15 from these discussions. *Ibid.* Mutchnick and Kohan independently created *Mid-Century Modern*,
16 drawing from elements of their own lives, and they wrote the pilot script together. Kohan Decl.
17 ¶¶ 6–7; Mutchnick Decl. ¶ 6. 20th Television bought the script and Hulu ordered a ten-episode
18 series, *see* Keenan Decl. ¶ 3, and the show premiered in March of 2025, Compl. ¶ 27.

19 *Mid-Century Modern* set out to update the comedy sitcom genre to appeal to today’s public.
20 The writers realized quickly that the show would not be the “gay *Golden Girls*.” Ex. D. The show
21 is distinctly raunchy, unlike other sitcoms like *Golden Girls*, with expletives and suggestive
22 language not usually heard on television and virtually unheard of on the networks. And, unlike
23 *Golden Girls*, which featured two Jewish lead actresses but no Jewish characters, two of the main
24 characters’ Jewish heritage is central to their roles and to the *Mid-Century Modern* series. *Id.*

25 Defendant 3 Arts had no role whatsoever in the creation, development or production of *Mid-*
26 *Century Modern*. Rotenberg Decl. ¶ 4; Harris Decl. ¶ 6 & Ex. E (no credit to 3 Arts).

27 **B. Trapper’s Allegations and *Rainbow Estates***

28 Trapper’s Complaint alleges seven causes of action against the Corporate Defendants: the

1 first cause of action for misappropriation of ideas; the second cause of action for breach of implied-
2 in-fact contract; the fourth cause of action for breach of confidence; the fifth cause of action for
3 unjust enrichment; the sixth cause of action for civil conspiracy; the ninth cause of action for unfair
4 competition under the UCL; and the tenth cause of action for declaratory and injunctive relief.¹

5 Trapper is a “seasoned playwright and producer” who focuses on “LGBTQ-themed
6 theatrical works that speak to broad audiences.” Compl. ¶ 1. Trapper alleges that, “[i]n the early
7 2000s, [he] made a determined effort to break into the Hollywood sitcom industry.” *Id.* ¶ 41. In
8 2009, he alleges that his play *The Golden Gays* “received critical praise” and awards for its
9 portrayal of aging gay men living in a community. *Id.* ¶ 1. In 2011, Trapper asserts that his play
10 drew the attention of an “acclaimed producer of *The L Word* and other television programs” who
11 expressed interest in developing the play into a television show. *Id.* ¶ 3. That adaptation ultimately
12 became *Rainbow Estates*. *Id.* ¶ 24. This project, Trapper alleges, involved a group of older gay men
13 living together in Palm Springs. *Id.*² Trapper further alleges that he put together a “creative
14 package” for *Rainbow Estates* that included a pilot script and other materials. *Id.* ¶ 105.

15 Trapper alleges that he pitched *Rainbow Estates* to defendant Leslie Kolins Small, a creative
16 executive with “George Lopez’s production company” in 2013, and also shared his idea with non-
17 parties such as Larry Kennar and Michael Palmieri. *Id.* ¶¶ 3, 30, 45.³ Trapper asserts that Small
18 complimented the script before declining to develop the project; he claims that Small expressly
19 stated that “she and her colleagues did not believe the market was yet ready for a show centered on
20 gay men of retirement age.” *Id.* ¶ 53; Small Decl., Ex. A. Consistent with this comment, Trapper
21 does not allege that Small, Kennar, Palmieri, or *anyone else* ever agreed to pursue *Rainbow Estates*.

22 Trapper admits that in 2013 he “ha[d] been waiting to get the script circulating.” *Id.* ¶ 35. In
23 January of that year, he claims he sent a message to Kennar expressing “his frustration with the lack
24

25 1 Trapper alleges his third cause of action for promissory estoppel, seventh cause of action for
26 fraudulent inducement, and eighth cause of action for negligent misrepresentation against
27 Defendant Leslie Kolins Small only.

28 ² Palm Springs is well known for its vibrant gay community. Compl. ¶ 105; Exs. F–I.

³ In a letter to 3 Arts, Trapper claimed that Creative Artists Agency (“CAA”) pitched his work on
his behalf. Harris Decl. ¶ 11, Ex. J. But his Complaint makes no such mention of a CAA pitch.

1 of movement on pitching his project and that he would like to move forward on his own” while
2 “remind[ing] Kennar that he holds the copyright on all versions of the concept.” *Id.* ¶ 34. Trapper
3 alleges that he communicated with Kennar and Palmieri sporadically until 2016, “when
4 communication came to a standstill.” *Id.* ¶ 62. At no point does Trapper allege that he expressly
5 conditioned his submission to anyone with an expectation of payment or confidentiality.

6 After viewing an episode of Hulu’s sitcom, Trapper theorized that the Corporate Defendants
7 somehow accessed and misappropriated his idea of a sitcom regarding older gay men living
8 together in Palm Springs. He alleges that the Corporate Defendants used his idea to create a “series
9 [that] deviated significantly from Plaintiff’s intended tone, execution, and purpose.” Compl. ¶ 126.

10 **III. LEGAL STANDARD**

11 “Resolution of an anti-SLAPP motion involves two steps.” *Baral v. Schnitt*, 1 Cal. 5th 376,
12 384 (2016). Under the first step, the court decides “whether the defendant has made a threshold
13 showing that . . . the act or acts of which the plaintiff complains were taken ‘in furtherance of the
14 [defendant]’s right of petition or free speech.” *Equilon Enters. v. Consumer Cause*, 29 Cal. 4th 53,
15 67 (2002); C.C.P. § 425.16(b)(1). If the defendant satisfies step one, then, in the second step, the
16 burden shifts to the plaintiff to show a probability of success on the challenged claims, and, if this
17 burden is not satisfied, the claims must be stricken in whole or in part. *Baral*, 1 Cal. 5th. at 384–92;
18 *City of Colton v. Singletary*, 206 Cal. App. 4th 751, 774 (2012) (“[A] portion of a cause of action
19 may be stricken if it falls within anti-SLAPP protections.”).

20 **IV. THE CORPORATE DEFENDANTS SATISFY THE FIRST STEP IN THE ANTI-** 21 **SLAPP ANALYSIS AS TO EACH CLAIM ALLEGED AGAINST THEM BECAUSE** 22 **EACH OF TRAPPER’S CLAIMS FIT WITHIN SECTIONS 425.16(e)(3) AND (e)(4)**

23 At the first step of the anti-SLAPP analysis, the Corporate Defendants only need to show the
24 alleged conduct underlying Trapper’s claims “fits one of the [four] categories spelled out in section
25 425.16, subdivision (e).” *Navellier v. Sletten*, 29 Cal. 4th 82, 88 (2002). By alleging causes of action
26 based exclusively on the development and production of *Mid-Century Modern*, each of Trapper’s
27 claims against the Corporate Defendants fall within Sections 425.16(e)(3) and (e)(4).
28

1 Section 425.16(e)(4) applies to any “conduct in furtherance of the exercise of” the right of
2 free speech “in connection with a public issue or an issue of public interest.” C.C.P. § 425.16(e)(4).
3 Section 425.16(e)(3) applies to communications on a matter of public interest in a “place open to
4 the public or a public forum.” *Id.* § 425.16(e)(3). A television series like *Mid-Century Modern* is a
5 communication, and “a widely disseminated television broadcast . . . is undoubtedly a public
6 forum.” *Metabolife Int’l, Inc. v. Wornick*, 72 F. Supp. 2d 1160, 1165 (S.D. Cal. 1999), *aff’d in part*,
7 *rev’d in part on other grounds*, 264 F.3d 832 (9th Cir. 2001). While similar, subsection (e)(4) is
8 broader than (e)(3) because it does not include a “public forum” requirement, and it applies to even
9 private communications if they occur “in connection with a public issue or an issue of public
10 interest.” C.C.P. § 425.16(e)(4); *Briggs v. Eden Council*, 19 Cal.4th 1106, 1117–18 (1999).

11 It is well-established “that making a television series constitutes protected activity” for
12 purposes of the first step of the anti-SLAPP analysis. *Norman v. Ross*, 101 Cal. App. 5th 617, 647
13 (2024) (production of *Mixed-ish* protected by anti-SLAPP); *Tamkin v. CBS Broad. Inc.*, 193 Cal.
14 App. 4th 133, 143 (2011) (same for production of *CSI*). Moreover, *Mid-Century Modern*, and the
15 making thereof, easily satisfies the “public interest” aspect of Sections 425.16(e)(3) and (e)(4).
16 “Like the SLAPP statute itself, the question whether something is an issue of public interest must be
17 construed broadly.” *Hecimovich v. Encinal Sch. Parent Teacher Org.*, 203 Cal. App. 4th 450, 464
18 (2012) (internal quotation marks omitted); *see also* C.C.P. § 425.16(a) (mandating that the anti-
19 SLAPP statute “shall be construed broadly”); *Nygaard, Inc. v. Uusi-Kerttula*, 159 Cal. App. 4th 1027,
20 1042 (2008) (“an issue of public interest” under the anti-SLAPP statute “is *any issue in which the*
21 *public is interested*”) (emphasis in original).

22 In determining whether an issue is a matter of public interest, courts consider “whether the
23 subject of the speech or activity was a person or entity in the public eye or could affect large
24 numbers of people beyond the direct participants; and whether the activity occurred in the context
25 of an ongoing controversy, dispute or discussion.” *FilmOn.com Inc. v. DoubleVerify Inc.*, 7 Cal. 5th
26 133, 145 (2019) (cleaned up). In *Geiser v. Kuhns*, the California Supreme Court confirmed that
27 challenged speech, “considered in light of its context, may reasonably be understood to implicate a
28 public issue, even if it also implicates a private dispute.” 13 Cal. 5th 1238, 1253 (2022).

1 The conduct at issue in Trapper’s Complaint implicates matters of public interest for several
2 reasons. First, there is a public interest in the discussion of persons “in the public eye.”
3 *FilmOn.com*, 7 Cal. 5th at 145. A plaintiff can reveal himself to be a public person by allegations in
4 his complaint. *Nadel v. Regents of the Univ. of Cal.*, 28 Cal. App. 4th 1251, 1269–70 (1994).
5 Trapper alleges that he “is a seasoned playwright and producer with a long-established history of
6 creating acclaimed LGBTQ-themed theatrical works that speak to broad audiences.” Compl. ¶ 1. He
7 further alleges that in 2009, his “award-winning stage play *The Golden Gays* . . . received critical
8 praise for its heartfelt and humorous portrayal of aging gay men living in community.” *Id.* And he
9 contends that his work (*Rainbow Estates*) and *Mid-Century Modern* both feature themes—“aging
10 gay men navigating chosen family,” *id.* ¶ 7—for which Trapper alleges he has gained notoriety.

11 Second, *Mid-Century Modern* itself, and the alleged conduct giving rise to each of Trapper’s
12 claims, likewise concern an issue of public interest: the depiction in a television series of older gay
13 men and their friends and family. Trapper alleges that his own work, *Rainbow Estates*, “is a wholly
14 original television concept” centered “on a group of early-retired gay men forging a chosen family
15 in one of the most culturally distinct and queer-celebrated locations in the country” (Palm Springs).
16 Compl. ¶ 105. He contends that at the time he “first developed and pitched the concept” in 2013,
17 “no comparable series existed featuring an ensemble of older gay men as protagonists.” *Id.* Trapper
18 alleges as the basis for each of his claims that *Mid-Century Modern* embodies “an unmistakably
19 similar concept” that “echo[ed] the thematic and structural elements of” his own work. *Id.* ¶ 7.

20 Trapper’s allegations that *Rainbow Estates* and *Mid-Century Modern* both featured
21 LGBTQ+ issues never before depicted on television is consistent with the social and political
22 environment at the time the projects were conceived, developed, and (in the case of *Mid-Century*
23 *Modern*), released. At the time Trapper was developing and pitching his work in 2013, the country
24 was embroiled in a lively public debate about the legality of gay marriage and LGBTQ+ rights. For
25 example, the repeal of “Don’t Ask, Don’t Tell” took effect in September 2011, *see* Don’t Ask,
26 Don’t Tell Repeal Act of 2010, Pub. L. No. 111-321, 124 Stat 3515 (2010), fueling LGBTQ+ rights
27 momentum. In May 2012, President Obama publicly endorsed same-sex marriage. Ex. K. In
28 June 2013, the Supreme Court effectively restored same-sex marriage in California by dismissing an

1 appeal concerning California’s Prop 8 initiative. *Hollingsworth v. Perry*, 570 US. 693 (2013). On
2 the same day, the Supreme Court issued an opinion in *United States v. Windsor* that struck down the
3 Defense of Marriage Act’s federal definition of marriage. 570 U.S. 744 (2013). And, in 2015, the
4 Supreme Court issued its decision in *Obergefell v. Hodges* recognizing a constitutional right to gay
5 marriage.⁴

6 This political, societal, legal, and cultural backdrop supplies critical context for Trapper’s
7 allegation that he was told at a meeting in 2013 that his project was “too gay,” and that “the market
8 was [not] yet ready for a show centered on gay men of retirement age.” Compl. ¶¶ 46, 50, 110; *see*
9 *also id.* ¶ 7 (“Plaintiff was told that ‘the world wasn’t ready’ for such a show”). In 2013, the public
10 was still in the throes of a heated debate on LGBTQ+ rights and lifestyle choices like those
11 allegedly depicted in *Rainbow Estates* and, later, *Mid-Century Modern*. Hence Trapper’s claim that
12 “Defendants retained [his] concept in anticipation of cultural shifts that would eventually make the
13 project viable, holding onto work without rejecting it formally and waiting for timing and political
14 considerations to become more favorable” and supposition that “[t]he delay in exploiting the work
15 likely stemmed from perceived risk in the post-2016 political climate and COVID-era market
16 volatility, but Defendants ultimately moved forward once those perceived risks subsided.” *Id.* ¶ 110.
17 Polling shows that societal acceptance of gay rights and culture has generally increased over the
18 past dozen years. *See Harris Decl.* ¶ 13 & Ex. L. Thus Trapper’s own allegations, taken as true,
19 establish that the Corporate Defendants’ decisions about how, when, and in what context *Mid-*
20 *Century Modern*’s public release would make it most viable “constituted an ‘attempt to participate
21 in a larger public discussion’” about related directly to social and political considerations
22 surrounding the public debate over LGBTQ+ rights and lifestyles. *Ojje v. Brown*, 43 Cal. App. 5th
23 1027, 1044 (2019) (quoting *FilmOn*, 7 Cal. 5th at 140). These allegations amount to strategic
24 expressive conduct inextricably intertwined with the creation of speech (a television show) on an
25 issue of public interest.

26 _____
27 ⁴ Of course, that was not the end of the discussion as LGBTQ+ rights remain a significant issue of
28 public interest, and LGBTQ+ issues are still a hotly contested legislative area with state laws such
as Florida’s “Don’t Say Gay” bill drawing national attention in 2022. Ex. M.

1 Third, although the Corporate Defendants deny they had access to Trapper’s work and deny
2 substantial similarity between the two works, Trapper lists how *Mid-Century Modern* contributes to
3 the discussion of several additional topics of widespread public interest, including “HIV/AIDS”; a
4 “late-in-life gay father navigating a strained relationship with his adult child – a relationship
5 complicated by generational rifts, political differences, and mutual attempts at reconciliation”; “a
6 local politician [who presents] a barrier to progressive politics in town”; “sex, aging, PREP [an HIV
7 medication], promiscuity, and non-traditional family structures.” Compl. ¶¶ 76(l) 76(m), 78, 117.

8 **V. TRAPPER CANNOT SATISFY HIS BURDEN OF SHOWING A PROBABILITY OF**
9 **PREVAILING ON ANY CLAIM AGAINST THE CORPORATE DEFENDANTS**

10 Because Trapper’s causes of action against the Corporate Defendants fall within the scope of
11 Section 425.16, the burden shifts to him to establish a probability that he will prevail on the merits
12 of these claims. C.C.P. § 425.16(b)(1). To do so, he must establish that his causes of action are both
13 “legally sufficient” and “factually substantiated.” *Baral*, 1 Cal. 5th at 396. Trapper cannot satisfy
14 his burden for multiple independent reasons, and each of his claims should be stricken without leave
15 to amend. *Baral*, 1 Cal. 5th at 384–92; *City of Colton*, 206 Cal. App. 4th at 774.

16 **A. The Corporate Defendants Did Not Have Access to Trapper’s Work**

17 All of Trapper’s claims necessarily fail because none of the Corporate Defendants ever
18 accessed *Rainbow Estates*. “Access means that the defendants had an opportunity to view or to copy
19 the plaintiffs’ work,” *Spinner v. Am. Broad. Cos., Inc.*, 215 Cal. App. 4th 172, 186 (2013), and is
20 “an essential element” of claims like Trapper’s, *Mann v. Columbia Pictures, Inc.*, 128 Cal. App. 3d
21 628, 650–51 (1982). “More than a ‘bare possibility’ of access is required,” and “mere speculation”
22 is insufficient. *Spinner*, 215 Cal. App. 4th at 186 (quoting *Meta-Film Assocs., Inc. v. MCA, Inc.*,
23 586 F. Supp. 1346, 1355 (C.D. Cal. 1984)); *Esplanade Prods., Inc. v. The Walt Disney Co.*, 93 Cal.
24 App. 5th 793, 807 (2023) (arguments relying “solely on speculation and conjecture” are
25 “insufficient” to establish access). Thus, a defendant’s “bare corporate receipt” of the plaintiff’s
26 ideas is insufficient to show access. *Meta-Film*, 586 F. Supp. at 1357–58; *see also Spinner*, 215 Cal.
27 App. 4th at 186.

28 To establish a “reasonable possibility of access,” a plaintiff must show a “sufficiently strong

1 nexus between the intermediary to whom [plaintiff] submitted [his] work and the creator of the
2 allegedly offending work.” *Spinner*, 215 Cal. App. 4th at 186 (finding “no evidence” of contact with
3 the creators of the show *LOST*). The requisite nexus must consist of “more than the simple fact that
4 [the intermediary and creator] share a common employer.” *Id.* Specifically, courts examine whether
5 the intermediary was (i) “in a position to transmit the [plaintiff’s] work to the creator”; (ii) “a
6 supervisor with responsibility for the creator’s work”; (iii) “part of the same work unit”; (iv) “a
7 contributor of creative ideas or material to the creator’s work”; and (v) “in contact with the creator
8 regarding some subject matter that overlapped with the [plaintiff’s] work.” *Id.*

9 Trapper cannot prevail on access for any of his claims against the Corporate Defendants,
10 because there is ***no nexus at all***—let alone a “sufficiently strong nexus”—between Leslie Kolins
11 Small (the alleged intermediary), on the one hand, and Max Mutchnick and David Kohan, the
12 creators of *Mid-Century Modern*, or any of the Corporate Defendants, on the other hand. Mutchnick
13 and Kohan had never heard of Trapper, his idea, or *Rainbow Estates* prior to this lawsuit.
14 Mutchnick Decl. ¶¶ 7–9; Kohan Decl. ¶¶ 8–10. Nor had anyone involved in the development and
15 production of *Mid-Century Modern* at 20th Television and Hulu. *See* Keenan Decl. ¶ 4; Furutani
16 Decl. ¶ 3. Nobody—including those associated with the Corporate Defendants or otherwise—ever
17 mentioned the existence of any of Trapper’s materials or ideas to Kohan or Mutchnick. Mutchnick
18 Decl. ¶ 9; Kohan Decl. ¶ 10; Keenan Decl. ¶ 4; Furutani Decl. ¶ 3. Moreover, Kohan and Mutchnick
19 do not know Small; Small was not involved in the development or production of *Mid-Century*
20 *Modern* in any fashion; and Kohan and Mutchnick have no recollection of ever meeting with,
21 speaking to, corresponding with, or communicating with her in any manner. Mutchnick Decl. ¶ 10;
22 Kohan Decl. ¶ 11; Keenan Decl. ¶ 5; Furutani Decl. ¶ 4; Rotenberg Decl. ¶ 6; Small Decl. ¶¶ 9–13.
23 Small was therefore not in a “position to transmit” *Rainbow Estates* to Mutchnick and Kohan, or
24 any of the relevant personnel associated with the Corporate Defendants who were involved in *Mid-*
25 *Century Modern*’s development, because these individuals do not know each other and have never
26 corresponded regarding scripts or projects of any kind. *Ibid.* Small did not supervise or have
27 responsibility for any work performed by any of the creators or developers of *Mid-Century Modern*,
28 including Mutchnick and Kohan, and was not involved in any aspect of the series’ creation,

1 development, or production. Mutchnick Decl. ¶ 10; Kohan Decl. ¶ 11; Keenan Decl. ¶ 5; Furutani
2 Decl. ¶ 4; Small Decl. ¶¶ 11–13.

3 Trapper’s contra-factual theory of access is founded on pure speculation, *see* Compl. ¶ 39,
4 48–49, 58—as it must be, since each of *Mid-Century Modern*’s creators testify that they never saw
5 Trapper’s work or even knew who Trapper was. Mutchnick Decl. ¶¶ 6–9; Kohan Decl. ¶¶ 8–10.
6 Trapper’s supposition that, in his words, Small “somehow” put his work into an “ecosystem” comes
7 nowhere close to satisfying the requirements for access. Compl. ¶ 82. At best, Trapper’s theory
8 amounts to a case of bare corporate receipt, but there is not even evidence of that. As such, Trapper
9 does not and cannot show that Corporate Defendants accessed his materials. “Any inference of use,
10 therefore, would have to be based on substantial similarity alone.” *Spinner*, 215 Cal. App. 4th at
11 189.⁵

12 **B. *Mid-Century Modern* Was Created Independently**

13 Even if Trapper could show access (he cannot), that only “raise[s] an inference of use,”
14 which “the defendants may dispel . . . with evidence that conclusively demonstrates the defendants
15 independently created their product.” *Spinner*, 215 Cal. App. 4th at 185. If “the defendants produce
16 evidence of independent creation that is clear, positive, uncontradicted and of such a nature that it
17 cannot rationally be disbelieved, [any] inference of use [that arises from substantial similarity] is
18 dispelled as a matter of law.” *Id.* “In other words, similarity is no longer a material issue when the
19 defendants show conclusively that they independently created their product.” *Id.* (noting that “[i]n
20 an idea submission case, similarities that do not result from copying are similarities . . . without
21 legal significance”) (internal citations and quotations omitted).

22 The evidence submitted with this motion clearly demonstrates that *Mid-Century Modern*
23 was independently created by Mutchnick and Kohan from 2015 to 2020, and then sold to 20th
24 Television and set up with Hulu as the network for the series. Mutchnick Decl. ¶¶ 5–10; Kohan
25 Decl. ¶¶ 5–11; Keenan Decl. ¶¶ 2–5; Furutani Decl. ¶¶ 2–4. None of the creators of *Mid-Century*
26 *Modern*, nor anybody involved in its development, production, or distribution, read, reviewed,

27 _____
28 ⁵ Because Trapper cannot show access, the Court need not reach the issue of substantial similarity. The Corporate Defendants do not concede the issue of substantial similarity.

1 relied on, referenced, copied, or used any materials or ideas from *Rainbow Estates*, nor did they
2 meet with, speak to, correspond with, or communicate in any manner with Trapper. *Ibid*.

3 **C. 3 Arts Has Nothing to Do with *Mid-Century Modern***

4 3 Arts must be dismissed for an additional, and even more fundamental, reason: it has
5 *nothing* to do with *Mid-Century Modern* in any way. Rotenberg Decl. ¶ 4.

6 **D. Trapper Cannot Prove Other Requisite Elements of His Claims**

7 Trapper cannot show any probability of success on the merits of his claims for other reasons.

8 **1. Misappropriation of Ideas**

9 Trapper’s cause of action for misappropriation of ideas fails because an idea is not property
10 in California. *Desny v. Wilder*, 46 Cal. 2d 715, 723 (1956) (“It is clear that California does not . . .
11 accord individual property type protection to abstract ideas.”); *Melchior v. New Line Prods., Inc.*,
12 106 Cal. App. 4th 779, 793 (2003) (“The tort of conversion does not apply to ideas.”); *Klekas v.*
13 *EMI Films, Inc.*, 150 Cal. App. 3d 1102, 1111 (1984) (ideas not subject to tort protection);
14 *Heckenkamp v. Ziv Television Programs, Inc.*, 157 Cal. App. 2d 293, 300 (1958) (no cause of action
15 could be stated for misappropriation of idea).

16 **2. Breach of Implied-in-Fact Contract**

17 Trapper’s claim for breach of implied-in-fact contract fails for two reasons. First, “Privity
18 between the parties is a necessary element of an implied-in-fact contract claim,” and Trapper has
19 not alleged—and cannot demonstrate—privity of contract with any of the Corporate Defendants.
20 *Benay v. Warner Bros. Ent.*, 607 F.3d 620, 634 (9th Cir. 2010) (citing *Rokos v. Peck*, 182 Cal. App.
21 3d 604, 617–18 (1986)). “[T]he creation of an implied-in-fact contract between an author, on the
22 one hand, and an agent, producer, or director, on the other hand, is of such a personal nature that it
23 is effective only between the contracting parties” and is “actionable between [those] parties because
24 of the nature of their personal relationship.” *Rokos*, 182 Cal. App. 3d at 617–18.

25 There is no allegation that Small was an employee or agent (or otherwise ever had actual or
26 apparent authority) of Hulu, 20th Television or KoMut. *See generally* Compl. Trapper speculates
27 that Small was “in association” with and was once “located adjacent” to 3 Arts executives, Compl.
28

1 ¶ 45, but Small did not work for 3 Arts, Rotenberg Decl. ¶ 6.⁶ Trapper’s nebulous “ecosystem”
2 theory of affiliation does not create privity of contract. Compl. ¶¶ 45, 82.

3 Second, Trapper cannot establish a claim for breach of an implied contract because he never
4 conditioned—let alone “*clearly* conditioned”—the conveyance of his ideas for *Rainbow Estates*
5 “upon an obligation to pay for it if it [was] used.” *Desny*, 46 Cal. 2d at 731–32, 739 (emphasis
6 added). Where a plaintiff discloses his ideas to an initial recipient without clearly conditioning his
7 offer upon an obligation to pay for those ideas, he has no claim against any derivative recipients.
8 *See Faris v. Enberg*, 97 Cal. App. 3d 309, 325 n. 12 (1979) (without idea contract with first
9 recipient, “there could be no basis for liability as to any defendant with whom [the first recipient
10 might have later had contact]”).

11 At no point in his lengthy Complaint does Trapper allege that he clearly conditioned his
12 offer upon an obligation to pay. Instead, Trapper relies *only* on “industry custom” as the basis for
13 alleging Corporate Defendants knew or should have known that Trapper expected to be paid.
14 Compl. ¶¶ 56, 131, 154. But under *Norman*, industry custom does not support the creation of an
15 implied contract, and, even if it did, it would not preempt the evidence here that none of the
16 Corporate Defendants received *Rainbow Estates* materials *at all*. 101 Cal. App. 5th at 655 n.12
17 (rejecting the proposition “that ‘the custom and practice of the entertainment industry’ can be relied
18 upon to conclude that defendants knew or should have known that [the plaintiff] expected to be
19 paid”); *see also supra* at § V.A.

20 3. Breach of Confidence

21 Trapper’s breach of confidence claim fares no better. A claim for breach of confidence
22 requires Trapper to show that: (1) that he conveyed confidential and novel information to the
23 Corporate Defendants; (2) that, before his disclosure, he gave “actual notice” of the confidential
24 nature of such information to them; (3) that, before disclosure, the Corporate Defendants had an
25 opportunity to reject receipt of the information on a confidential basis; (4) that there was an
26

27 ⁶ Trapper alleges Small was affiliated with non-party Lionsgate (which also had nothing to do with
28 *Mid-Century Modern*), but Trapper admits that Small’s email address clearly identified her as
working for George Lopez’s production company. Compl. ¶ 45; *see* Small Decl. ¶ 2.

1 understanding between Trapper and the Corporate Defendants that said information was to be
2 maintained as confidential and not disclosed to others; (5) that the Corporate Defendants disclosed
3 the information in violation of that understanding; and (6) that such disclosure was the proximate
4 cause of damage. *See Tele-Count Eng'rs, Inc. v. Pac. Tel. & Tel. Co.*, 168 Cal. App. 3d 455, 461–67
5 (1985). Trapper cannot establish *any* of these elements.

6 The Corporate Defendants never received the materials for *Rainbow Estates*. *See supra* at
7 § V.A. As such, the Corporate Defendants could not have—and in fact did not—disclose *Rainbow*
8 *Estates* to the creators of *Mid-Century Modern* in confidence or otherwise. *Id.* Trapper thus does not
9 and cannot show that a disclosure of allegedly similar elements proximately caused his alleged
10 damages. Moreover, Trapper concedes he did not provide the requisite *actual* notice of
11 confidentiality; instead, he says he submitted his materials under circumstances that “implied
12 confidentiality.” Compl. ¶ 151. But any expectation of confidentiality was manifestly unreasonable
13 especially because, by his own allegations, he shared his materials with several people—*e.g.*,
14 Kennar, Palmieri, and Small—without any articulated insistence or demand for confidentiality. *Id.*
15 ¶¶ 26, 29, 30, 33, 35, 36, 38. By Trapper’s own allegations, before he even met with Small in 2013,
16 “the materials had already entered the highly collaborative and informal development ecosystem of
17 Hollywood, where creative works are routinely circulated and revisited.” *Id.* ¶ 4. Trapper also does
18 not allege and cannot show that the Corporate Defendants had an opportunity to reject the materials
19 on that basis before disclosure. He has no probability of success on his breach of confidence claim.

20 4. UCL, Conspiracy, Unjust Enrichment, and Declaratory/Injunctive Relief

21 Without evidence of wrongdoing, Trapper’s other claims fail, too. Because the Corporate
22 Defendants did not appropriate Trapper’s idea, there is no basis to support a UCL claim, unjust
23 enrichment or declaratory or injunctive relief. *Hollywood Screentest of Am., Inc. v. NBC Universal,*
24 *Inc.*, 151 Cal. App. 4th 631, 649 (2007) (rejecting breach of confidence and unfair competition
25 claims where plaintiff could not demonstrate defendant used plaintiff’s ideas). The UCL claim also
26 fails because *Mid-Century Modern* is an expressive work that does not merely “propose a
27 commercial transaction.” *Stewart v. Rolling Stone LLC*, 181 Cal. App. 4th 664, 685 (2010)
28 (rejecting UCL claim for an expressive work). And “[c]onspiracy is not a cause of action”; it is a

1 theory of liability as to joint tortfeasors, and it fails where—as here—there is no underlying tort.
2 *Applied Equip. Corp. v. Litton Saudi Arabia Ltd.*, 7 Cal. 4th 503, 510-11 (1994); *1-800 Contacts v.*
3 *Steinberg*, 107 Cal. App. 4th 568, 590 (2003) (“Conspiracy is not an independent cause of
4 action[.]”).

5 **E. Most of Trapper’s Claims are Preempted by the Copyright Act**

6 Finally, Trapper cannot prevail on his first cause of action for misappropriation of ideas;
7 second cause of action for breach of implied contract; fourth cause of action for breach of
8 confidence; fifth cause of action for unjust enrichment; and ninth cause of action for breach of
9 California’s unfair competition law (all of which arise solely under California state law) because
10 they are preempted by the federal Copyright Act, 17 U.S.C. § 101, *et seq.*

11 The Copyright Act preempts all claims based on any “legal or equitable rights that are
12 equivalent to any of the exclusive rights within the general scope of copyright . . . and come within
13 the subject matter of copyright.” 17 U.S.C. § 301(a). Thus, state law claims are preempted where, as
14 here, “(1) the work at issue falls within the scope of copyright subject matter, and (2) the law at
15 issue grants rights equivalent to any of the exclusive rights within the scope of copyright.” *Ryan v.*
16 *Editions Ltd. W., Inc.*, 786 F.3d 754, 760 (9th Cir. 2015); *accord Fleet v. CBS, Inc.*, 50 Cal. App.
17 4th 1911, 1918 (1996). Trapper’s claims in this case meet both requirements for preemption and, as
18 such, he cannot show any probability of success on the merits for that additional reason. *See, e.g.,*
19 *Syverson Recs., Inc. v. UAV Corp.*, 517 F.3d 1137, 1152 (9th Cir. 2008) (“To the extent the [alleged
20 state law violation] is based on copyright infringement, the claim was properly dismissed because it
21 is preempted.”).

22 With respect to the first requirement for preemption, the Copyright Act defines the “subject
23 matter of copyright” as encompassing “original works of authorship fixed in any tangible medium
24 of expression,” including specifically “literary works” such as the “detailed pilot and episode
25 scripts” Trapper puts at issue. Compl. ¶ 121; *see* 17 U.S.C. § 102(a)(1); *Melchior*, 106 Cal. App. 4th
26 at 792–93 (ideas in script fall within scope of copyright). This element is satisfied here because
27 Trapper’s state law claims for misappropriation of ideas, breach of implied contract, breach of
28 confidence, unjust enrichment, and breach of California’s UCL all arise out of the alleged use of

1 *Rainbow Estates*, a work of authorship fixed in a tangible medium of expression that comes within
2 the subject matter of copyright. *See e.g.*, Compl. ¶¶ 121, 125 (Defendants allegedly misappropriated
3 Trapper’s ideas by using the “ideas and expressive structure” in his “scripts”); *id.* ¶¶ 161–63 (Hulu,
4 KoMut, and 3 Arts were allegedly unjustly enriched by their use of Trapper’s scripts and other
5 written materials); *Id.* ¶¶ 198–201 (UCL claim based on “taking and profiting from materials”).⁷

6 Regarding the second preemption requirement, the key issue is whether “the rights asserted
7 under state law are equivalent to the rights contained in 17 U.S.C. § 106, which articulates the
8 exclusive rights of copyright holders.” *Laws v. Sony Music Ent., Inc.*, 448 F.3d 1134, 1138 (9th Cir.
9 2006). Here, Trapper premises each of his causes of action on the notion that the Corporate
10 Defendants used the written materials he submitted without his consent. Courts routinely find such
11 claims preempted in these circumstances. *Celebrity Chefs Tour, LLC v. Macy’s, Inc.*, 16 F. Supp. 3d
12 1141, 1156 (S.D. Cal. 2014) (claim for idea misappropriation preempted); *Epikhin v. Game Insight*
13 *N. Am.*, No. 14–CV–04383, 2015 WL 2412357, at *5–6 (N.D. Cal. May 20, 2015) (holding UCL
14 claim preempted where “the improper business act complained of is based on copyright
15 infringement”) (cleaned up) (citing cases); *Del Madera Props. v. Rhodes & Gardner*, 820 F.2d 973,
16 977 (9th Cir.1987) (unjust enrichment claims preempted), *overruled on other grounds by Fogerty v.*
17 *Fantasy, Inc.*, 510 U.S. 517 (1994).

18 **V. CONCLUSION**

19 This motion should be granted in full, with prejudice, and without leave to amend. *Med.*
20 *Marijuana, Inc. v. ProjectCBD.com*, 46 Cal. App. 5th 869, 900 (2020) (amendment not permitted in
21 the face of anti-SLAPP motion).

22 DATED: October 9, 2025

JASSY VICK CAROLAN LLP



JEAN-PAUL JASSY

Counsel for Corporate Defendants

26 _____
27 ⁷ This is the case even though Trapper alleges that Defendants used his “idea.” While ideas are not
28 protected by copyright, “[f]or preemption purposes, ideas and concepts that are fixed in a tangible
medium fall within the scope of copyright.” *Montz v. Pilgrim Films & TV, Inc.*, 649 F.3d 975, 979
(9th Cir. 2011).

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to this action. My business address is 355 S. Grand Ave., Suite 2450,
5 Los Angeles, CA 90071.

6 On October 9, 2025, I served a true copy of the following document described as:

7 **DEFENDANTS HULU, LLC; 3 ARTS ENTERTAINMENT, LLC; “KOMUT**
8 **PRODUCTIONS”;** **AND 20TH TELEVISION, INC.’S NOTICE OF MOTION AND**
9 **SPECIAL MOTION TO STRIKE COMPLAINT UNDER § 425.16; MEMORANDUM OF**
10 **POINTS AND AUTHORITIES; DECLARATIONS OF LESLIE KOLINS SMALL,**
11 **AMANDA A. HARRIS, MICHAEL ROTENBERG, DAVID KOHAN, MAX MUTCHNICK,**
12 **TOM KEENAN, AND EMILY FURUTANI WITH EXHIBITS A–O**

13 on the interested party in this action as follows:

14 John Trapper
15 612 River Road, Suite 319
16 North Tonawanda, NY 14120
17 Email: john@widestaneproductions.com; playrite2000@aol.com

18 **BY FEDERAL EXPRESS OVERNIGHT DELIVERY:** I enclosed said document
19 in an envelope or package provided by FedEx and addressed to the person at the address listed
20 above. I placed the envelope or package for collection and overnight delivery at an office or a
21 regularly utilized drop box of FedEx.

22 **BY ELECTRONIC MAIL (E-MAIL):** I caused the said document to be
23 transmitted by e-mail to the person at the email addresses listed above. I did not receive, within a
24 reasonable time, any electronic message or other indication that the transmission was unsuccessful.

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

27 Executed on October 9, 2025, at Los Angeles County, California.

28 

Marlene Rios



Court Reservation Receipt

Reservation

Reservation ID:
435470530033

Status:
RESERVED

Reservation Type:
Special Motion to Strike under CCP Section 425.16
(Anti-SLAPP motion)

Number of Motions:
1

Case Number:
25STCV22973

Case Title:
JOHN TRAPPER vs HULU LLC

Filing Party:
Hulu LLC, a Delaware limited liability (Defendant)

Location:
Stanley Mosk Courthouse - Department 53

Date/Time:
February 19th 2026, 10:00AM

Confirmation Code:
CR-7FBNMGYDHCUQRE98Z

Fees

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

Payment

Amount:
\$0.00

Type:
NOFEE

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