UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

Practical Magic, LLC v. Genevieve Von Petzinger

No. 2:23-cv-04295-WLH(JCx), United States District Court for the Central District of California (August 26, 2025)

SUMMARY

This final judgment enters judgment for Practical Magic, LLC and Angel Valley Productions, LLC against Genevieve Von Petzinger following orders granting attorneys' fees and partially granting default judgment. It awards attorneys' fees, fraud and contract damages, prejudgment interest, and declares the validity and enforceability of specified agreements and the plaintiffs' rights in the First Signs docuseries. Post-judgment interest is ordered at the federal statutory rate of 3.91 percent per annum.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Wesley L. Hsu
JURISDICTION	United States District Court for the Central District of California
DECIDED	August 26, 2025
DOCKET	2:23-cv-04295-WLH(JCx)
DISPOSITION	other
PROCEDURAL POSTURE	Final judgment entered after the Court granted Plaintiffs' application for attorney's fees based on Defendant's violations of court orders and granted in part and denied in part Plaintiffs' motion for entry of default judgment.
PRECEDENTIAL VALUE	unpublished district court final judgment; precedential status unknown

TOPICS

default judgment · attorney fees · breach of contract · implied covenant of good faith · prejudgment interest

PRACTICE AREAS

civil procedure · contracts · torts · remedies · intellectual property · commercial litigation

QUESTIONS PRESENTED

1. Whether Plaintiffs were entitled to attorney's fees based on Defendant's violations of court orders.
2. Whether default judgment should be entered for Plaintiffs on their breach-of-contract, implied-covenant, intentional-misrepresentation, negligent-misrepresentation, and fraudulent-inducement claims and, if so, what damages should be awarded.
3. Whether the Attachment Agreement was a valid and enforceable contract under California law.
4. Whether Defendant entered into an enforceable implied-in-fact On-Camera Talent Agreement through her conduct.
5. Whether Defendant held or controlled intellectual-property or copyright interests in the First Signs docuseries.
6. What prejudgment and post-judgment interest should apply to the judgment.

HOLDINGS

1. Defendant must pay Plaintiffs $18,480 in attorney's fees for violating court orders.
2. Judgment is entered for Plaintiffs on their claims for breach of contract, breach of the implied covenant of good faith and fair dealing, intentional misrepresentation, negligent misrepresentation, and fraudulent inducement.
3. Defendant must pay Plaintiffs $466,422 in damages arising from Plaintiffs' fraud claims.
4. Defendant must pay Plaintiffs $3,256,264 in contract damages and $321,585.60 in prejudgment interest.
5. The Attachment Agreement is a valid, effective, and enforceable contract under California law and remains in full force and effect because Plaintiffs obtained third-party funding for the Series.
6. Practical Magic, LLC and Defendant formed a valid and enforceable implied-in-fact contract through Defendant's conduct, with the terms set forth in the On-Camera Talent Agreement; Defendant is bound by all of its terms as though she had signed it.
7. Defendant does not hold, own, or control intellectual-property or copyright interests in the Series, and Angel Valley Productions, LLC owns the results and proceeds of Defendant's services and the exclusive rights described in the Attachment Agreement.
8. Post-judgment interest accrues on all amounts in the judgment at the federal statutory rate of 3.91 percent per annum.

KEY QUOTATIONS

> *"The Attachment Agreement, attached to the Second Amended Complaint (Dkt. No. 102) at Exhibit A, is a valid, effective, and enforceable contract under California law."* (at 2)

> *"Defendant is a party to the On-Camera Talent Agreement, as if she had provided her written signature to same. She is legally bound by all of the terms contained therein."* (at 3)

> *"Defendant does not hold, own, or control any intellectual property or copyrights associated with The First Signs docuseries"* (at 3)

FACTUAL BACKGROUND

Defendant Genevieve von Petzinger allegedly breached obligations under an Attachment Agreement and an On-Camera Talent Agreement concerning the First Signs docuseries. The judgment states that Defendant's withdrawal from the project caused Plaintiffs to lose grant funding and that her conduct manifested assent to an implied-in-fact On-Camera Talent Agreement. The Court further determined that Angel Valley Productions owns the results and proceeds of Defendant's services for the Series and the associated exclusive exploitation rights described in the Attachment Agreement.

PROCEDURAL HISTORY

Plaintiffs Practical Magic, LLC and Angel Valley Productions, LLC obtained an award of attorney's fees on September 10, 2024. On August 1, 2025, the Court granted in part and denied in part Plaintiffs' motion for entry of default judgment. The Court then entered this final judgment awarding attorney's fees, fraud and contract damages, prejudgment interest, and declaratory relief concerning the parties' agreements and intellectual-property rights.

DISPOSITION

other

CASES CITED

- Am. Tel. & Tel. Co. v. United Computer Sys., Inc., 98 F.3d 1206, 1209
- Ameris Bank v. Key Carrier Grp., Co., 2024 WL 3740093, at *7 (C.D. Cal. June 28, 2024)
- Forbush v. NTI-CA Inc., 2025 WL 405696, at *15 (S.D. Cal. Feb. 5, 2025)
- Children's Hosp. & Med. Ctr. v. Bonta, 97 Cal. App. 4th 740, 774 (2002)

OPINION

1 2 3 4 5 6 7 UNITED STATES DISTRICT COURT 8 FOR THE CENTRAL DISTRICT OF CALIFORNIA 9 10 PRACTICAL MAGIC LLC; and No. 2:23-cv-04295-WLH(JCx) 11 ANGEL VALLEY PRODUCTIONS, 12 LLC FINAL JUDGMENT Plaintiffs, 13 14 v. 15 GENEVIEVE VON PETZINGER, 16 Defendant. 17 18 On September 10, 2024, the Court granted Plaintiffs Practical Magic, LLC and 19 Angel Valley Productions, LLC’s (collectively, “Plaintiffs”) Application for Attorneys’ 20 Fees due to defendant Genevieve von Petzinger’s (“Defendant”) violations of Court orders 21 (Dkt.

No. 80). On August 1, 2025, the Court granted in part and denied in part Plaintiffs’ 22 Motion for Entry of Default Judgment against Defendant (Dkt. No. 129). 23 For the reasons set forth therein: 24 I. 25 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that: 26 1. Defendant is ORDERED to pay Plaintiffs $18,480 in attorney’s fees due to 27 Defendant’s violations of Court orders.

1 II. 2 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that: 3 2. Judgment is entered in favor of Plaintiffs on Plaintiffs’ causes of action for 4 breach of contract, breach of the

implied covenant of good faith and fair dealing, intentional misrepresentation, negligent misrepresentation and fraudulent inducement. 3. Defendant is ORDERED to pay Plaintiffs damages in the amount of $466,422 arising out of Plaintiffs’ fraud claims.

4. Defendant is ORDERED to pay Plaintiffs damages in the amount of $3,256,264, plus pre-judgment interest in the amount of $321,585.60, arising out of Plaintiffs’ contract claims.[1]

[1] “In diversity actions, state law determines the rate of prejudgment interest.” Am. Tel. & Tel. Co. v. United Computer Sys., Inc., 98 F.3d 1206, 1209 (9th Cir. 1996). “California law provides that prejudgment interest on a breach of contract claim begins to run from the date of injury if the damages are certain, but from no earlier than the date of the complaint if the damages are uncertain.” Ameris Bank v. Key Carrier Grp., Co., 2024 WL 3740093, at *7 (C.D.

Cal. June 28, 2024) (citing Cal. Civ. Code § 3287). Recovery of this interest, in other words, is dependent on whether the defendant actually knows the amount owed or from reasonably available information could the defendant have computed that amount.” Forbush v. NTI-CA Inc., 2025 WL 405696, at *15 (S.D. Cal. Feb. 5, 2025) (citing Children’s Hosp. & Med.

Ctr. v. Bonta, 97 Cal.App.4th 740, 774 (2002)). The Court accepts Plaintiffs’ proposal to award prejudgment interest on the outstanding balance of the John Templeton Foundation grant in the amount of $1,438,471, with accrual commencing on June 1, 2023, the date Defendant breached her obligations under the Attachment Agreement and On-Camera Talent Agreement via her counsel’s letter to the Foundation notifying it of her withdrawal from the First Signs project.

(See Compl., Docket No. 102 ¶ 150). On that date, it was certain to Defendant that her withdrawal would directly result in Plaintiffs’ loss of grant funds. Since the contract at issue does not enumerate a legal rate of interest, the pre-judgment interest is set to 10 percent per annum. See Cal. Civ. Code § 3289(b).

Accordingly, the daily rate of interest on the $1,438,471 in contract damages for Plaintiffs’ loss in grant funding, as ordered by the Court (see Docket No. 129), is $394.10. As of the date of this Judgment, 816 days have elapsed since Defendant’s breach, justifying an award of $321,585.60 in pre-judgment interest. III. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that: 5.

The Attachment Agreement, attached to the Second Amended Complaint (Dkt. No. 102) at Exhibit A, is a valid, effective, and enforceable contract under California law. It is further declared that the Attachment Agreement is in full force and effect because Plaintiffs obtained third party funding for the Series. 6. Practical Magic, LLC and Defendant entered in a valid, enforceable implied-in-fact contract through Defendant’s conduct, the terms of which are set forth in the On-Camera Talent Agreement attached to the Second Amended Complaint (Dkt.

No. 102) at 10 Exhibit D. There are no terms of the On-Camera Talent Agreement that are excluded from 11 the implied-in-fact contract between Practical Magic, LLC and Defendant. Furthermore, 12 Defendant’s conduct created implied-in-fact assent to the On-Camera Talent Agreement, 13 a true and correct copy of which is attached to the Second Amended Complaint at Exhibit 14 D. Defendant is a party to the On-Camera Talent Agreement, as if she had provided her 15 written signature to same.

She is legally bound by all of the terms contained therein. 16 7. Defendant does not hold, own, or control any intellectual property or 17 copyrights associated with The First Signs docuseries (the “Series”) (in whole or in part), 18 or any rights, entitlements, or interests thereto. Pursuant to the Attachment 19 Agreement, Angel Valley Productions, LLC owns the results and proceeds of all of 20 Defendant’s services in connection with the Series and the exclusive right to use 21 intellectual property owned or controlled by Defendant utilized in conjunction with the 22 Series, such rights to be exclusive to Angel Valley Productions, LLC in television and 23 adjacent forms of media, including but not limited to VOD, streaming, home video, and 24 EST, with the sole right to exploit same in all media throughout the world in perpetuity.

25 8. The Attachment Agreement (Dkt. No. 102 at Exhibit A) and the On-Camera 26 Talent Agreement (Dkt. No. 102 at Exhibit D) are incorporated fully herein by reference. 27 1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that: 2 9. Post judgment interest shall accrue on all amounts set forth in this order at 3 || the federal statutory rate of 3.91 percent per annum.” 4 aes 5 || DATED: 8/26/2025 - ae fp a Lf -——__.

6 HON. WESLEY L. HSU 7 UNITED STATES DISTRICT JUDGE 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 ||? Post judgment interest is governed by federal law. See Am. Tel. & Tel. Co., 98 F.3d at 6 1209. “Such interest shall be calculated from the date of the entry of the judgment, at a rate equal to the weekly average 1-year constant maturity Treasury yield, as published by 27 || the Board of Governors of the Federal Reserve System, for the calendar week 28 preceding the date of the judgment.” 28 U.S.C. § 1961 The average of the previous week’s yields (August 15, 2025 to August 22, 2025) is 3.91.