

**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)

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, 5 intentional misrepresentation, negligent
misrepresentation and fraudulent inducement. 6 3. Defendant is ORDERED to pay Plaintiffs
damages in the amount of 7 \$466,422 arising out of Plaintiffs' fraud claims.

8 4. Defendant is ORDERED to pay Plaintiffs damages in the amount of 9 \$3,256,264, plus pre-
judgment interest in the amount of \$321,585.60, arising out of 10 Plaintiffs' contract claims.1 11
12 1 "In diversity actions, state law determines the rate of prejudgment interest." Am. Tel. & 13
Tel. Co. v. United Computer Sys., Inc., 98 F.3d 1206, 1209 (9th Cir. 1996). "California 14 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 15 complaint if the
damages are uncertain." Ameris Bank v. Key Carrier Grp., Co., 2024 16 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 17 amount owed or from reasonably
available information could the defendant have 18 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 19 (2002)). The Court accepts Plaintiffs' proposal to award prejudgment interest on the 20 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 21 obligations under the Attachment Agreement and On-Camera Talent Agreement via her 22 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 23 that her withdrawal would directly result in Plaintiffs' loss of grant funds. 24 Since the contract at issue does not enumerate a legal rate of interest, the pre-judgment 25 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 26 funding, as ordered by the Court (see Docket No. 129), is \$394.10. As of the date of this 27 Judgment, 816 days have elapsed since Defendant's breach, justifying an award of \$321,585.60 in pre-judgment interest. 1 III. 2 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that: 3 5.

The Attachment Agreement, attached to the Second Amended Complaint 4 (Dkt. No. 102) at Exhibit A, is a valid, effective, and enforceable contract under California 5 law. It is further declared that the Attachment Agreement is in full force and effect because 6 Plaintiffs obtained third party funding for the Series. 7 6. Practical Magic, LLC and Defendant entered in a valid, enforceable implied- 8 in-fact contract through Defendant's conduct, the terms of which are set forth in the On- 9 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.