

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

American Heritage Railways, Inc., et al. v. Bradley Arthur Hirou

No. 3:24-cv-1802-CAB-JLB (S.D. Cal. Nov. 7, 2025) · No. 3:24-cv-1802-CAB-JLB · Decided November 7, 2025

SUMMARY

The United States District Court for the Southern District of California granted American Heritage Railways, Inc. and related plaintiffs partial summary judgment against Bradley Arthur Hirou on claims for declaratory relief and defamation. The court held that no copyright existed in the asserted business name or personal name, no valid security agreement existed, and Hirou's UCC-1 financing statements were unauthorized and invalid. The court found the filings defamatory per se and awarded \$15,000 in presumed general damages, while denying Hirou's motion to strike the plaintiffs' reply brief.

CASE DETAILS

COURT	United States District Court for the Southern District of California
WRITING FOR THE COURT	Cathy Ann Bencivengo
JURISDICTION	United States District Court for the Southern District of California
DECIDED	November 7, 2025
DOCKET	3:24-cv-1802-CAB-JLB
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved for partial summary judgment on their claims for declaratory relief and defamation. Defendant moved to strike plaintiffs' reply brief.
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court views all reasonable inferences from the facts in the light most favorable to the nonmoving party.
PRECEDENTIAL VALUE	unpublished
PARTIES	American Heritage Railways, Inc., Old Tucson Entertainment, LLC, Plaintiffs v. Bradley Arthur Hirou, Defendant

TOPICS

summary judgment

defamation

secured transactions

commercial litigation

civil procedure

PRACTICE AREAS

civil procedure

commercial litigation

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intellectual property

QUESTIONS PRESENTED

1. Whether plaintiffs were entitled to summary judgment declaring that no copyright existed in Filmwest or Hirou's name, no valid security agreement existed between the parties, and Hirou's UCC-1 financing statements were invalid.
2. Whether Hirou's UCC-1 financing statements constituted defamation per se under California law.
3. Whether Hirou's asserted qualified privilege and First Amendment defenses barred plaintiffs' defamation claim.
4. Whether plaintiffs were entitled to presumed general damages and, if so, in what amount.
5. Whether plaintiffs' reply brief violated Civil Local Rule 7.1(e)(3) so as to warrant striking it.

HOLDINGS

1. Filmwest, as a business trade name, and Hirou's personal name are not proper subjects of copyright protection; therefore, plaintiffs were entitled to declaratory relief that no copyright existed in those claimed works.
2. No valid security agreement existed between plaintiffs and Hirou because plaintiffs never assented to one, and Hirou therefore lacked authority to file the challenged UCC-1 financing statements.
3. Hirou's UCC-1 financing statements were defamatory per se because they falsely stated that plaintiffs had violated a copyright, incurred more than \$100 million in fees, and owed debts secured by liens, and the statements naturally tended to injure plaintiffs' business reputations.
4. California Civil Code section 47(c)'s qualified privilege did not defeat plaintiffs' defamation claim because Hirou lacked a legitimate relationship with plaintiffs and, in any event, acted with actual malice or reckless disregard for the truth.
5. Plaintiffs were entitled to presumed general damages for defamation per se, and the court awarded \$15,000.
6. The motion to strike was denied because Civil Local Rule 7.1(e)(3) permits a reply filed and served no later than seven days before the noticed hearing date, and plaintiffs' reply was timely.

KEY QUOTATIONS

“A court “shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.”” (at 3)

“As the “[c]reation of a valid contract requires mutual assent[,]” and Hirou concedes Plaintiffs never assented, the Court finds no dispute that Hirou and Plaintiffs never entered any security agreement.” (at 5)

“Hirou’s filings are per se defamatory because he falsely states that Plaintiffs violated a copyright (implying unlawful conduct), incurred over one-hundred million dollars in fees, and owe outstanding debts to Hirou, which together harm Plaintiffs’ business reputation without any extrinsic explanatory matter.” (at 7)

FACTUAL BACKGROUND

Hirou sent plaintiffs purported self-executing security agreements claiming that plaintiffs would grant him security interests in all their property based on their alleged unauthorized use of his claimed common-law copyright in the business name Filmwest. He then filed UCC-1 financing statements against American Heritage Railways, Inc. and Old Tucson Entertainment, LLC, asserting that each owed him \$148,500,000 and that he held liens against their property. Plaintiffs denied entering any agreement with Hirou, granting him any security interest, or infringing any copyright. The filings were submitted to the California Secretary of State and made publicly available.

PROCEDURAL HISTORY

Plaintiffs filed the action on October 8, 2024, alleging that Hirou filed fraudulent UCC-1 financing statements against their property and asserting claims for declaratory and injunctive relief, violation of California Commercial Code section 9509 and Business and Professions Code section 17200, and defamation. The court previously granted plaintiffs a preliminary injunction. The court granted plaintiffs' motion for partial summary judgment, awarded \$15,000 in presumed general damages, and denied the motion to strike.

DISPOSITION

other

CASES CITED

- U.S. v. Neal, 776 F.3d 645, 649 n.1 (9th Cir. 2015)
- Am. Heritage Rys., Inc. v. Hirou, No. 3:24-CV-1802-CAB-JLB, 2025 WL 622614, at *2 (S.D. Cal. Feb. 26, 2025)
- Teeple v. Hirou, 8-CV-2281-JAH-CAB, Doc. No. 37 (S.D. Cal. July 16, 2009)
- Head v. McDonough, No. 2:14-CV-01563-MCS-PLA, 2021 WL 3260613, at *2 n.1 (C.D. Cal. July 16, 2021)
- Celotex Corp. v. Catrett, 477 U.S. 317, 323-24 (1986)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986)
- KTS Karaoke, Inc. v. EMI Blackwood Music, Inc., No. 2:13-CV-915-CJC-JPR, 2014 WL 12589624, at *3 (C.D. Cal. Oct. 14, 2014)
- Chestang v. Yahoo Inc., No. 2:11-CV-00989-MCE, 2012 WL 3915957, at *5 (E.D. Cal. Sept. 7, 2012)
- United States v. Rodriguez Ramirez, 291 F. Supp. 2d 266, 269 (S.D.N.Y. 2003)
- Ray v. Credit Union One, No. CIVA 06-11694, 2007 WL 522700, at *2 (E.D. Mich. 2007)
- Gannon v. Tucknott Miller, No. 1:05-CV-00168 TS, 2006 WL 1793581, at *2 (N.D. Ind. 2006)
- First Nat. Mortg. Co. v. Fed. Realty Inv. Tr., 631 F.3d 1058, 1065 (9th Cir. 2011)

- Lightstorm Ent., Inc. v. Cummings, No. 2:20-CV-08044-ODW (PVCX), 2021 WL 2483792, at *3 (C.D. Cal. 2021)
- Taus v. Loftus, 151 P.3d 1185, 1209 (Cal. 2007)
- ZL Techs., Inc. v. Does 1-7, 13 Cal. App. 5th 603, 623 (2017)
- Morris v. Nat'l Fed'n of the Blind, 192 Cal. App. 2d 162, 164 (1961)
- Kashian v. Harriman, 98 Cal. App. 4th 892, 914-15 (2002)
- Umamoto v. Inspire Ins. Sols., Inc., No. 13-CV-0475-LHK, 2013 WL 2084475, at *5 (N.D. Cal. May 14, 2013)
- Future Ads LLC v. Gillman, No. 8:13-CV-905-DOC-JPR, 2013 WL 12306479, at *7 (C.D. Cal. Dec. 23, 2013)
- New York Times Co. v. Sullivan, 376 U.S. 254 (1964)
- Duke v. City of Fernley, No. 3:09-CV-00739-RAM, 2012 WL 965955, at *10 (D. Nev. Mar. 15, 2012)
- Tilkey v. Allstate Ins. Co., 56 Cal. App. 5th 521, 576 (2020)
- Gertz v. Robert Welch, Inc., 418 U.S. 323, 349 (1974)
- Ferguson v. Waid, No. C17-1685, 2018 WL 6040174 (W.D. Wash. Nov. 19, 2018), aff'd, 798 F. App'x 986 (9th Cir. 2020)
- Olive v. Robinson, No. C20-0356, 2023 WL 346622 (W.D. Wash. Jan. 20, 2023)