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 14 MIRAMAX, LLC

15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**

17
 18 MIRAMAX, LLC,

19 Plaintiff,

20 vs.

21 QUENTIN TARANTINO; VISIONA
 ROMANTICA, INC.; and DOES 1-50,

22 Defendants.

Case No. _____

COMPLAINT FOR

- 1. **BREACH OF CONTRACT**
 - 2. **COPYRIGHT INFRINGEMENT**
 - 3. **TRADEMARK INFRINGEMENT**
 - 4. **UNFAIR COMPETITION**
- DEMAND FOR JURY TRIAL**

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1 1. Eager to cash in on the non-fungible token (“NFT”) boom, as widely
2 reported in the media, Quentin Tarantino recently announced plans to auction off
3 seven “exclusive scenes” from the 1994 motion picture *Pulp Fiction* in the form of
4 NFTs. According to the official website for the sale, <https://tarantinonfts.com/>,
5 “[t]he collection holds secrets from Pulp Fiction,” and “[e]ach NFT contains one or
6 more previously unknown secrets of a specific iconic scene from Pulp Fiction.” The
7 “privileged” purchasers “will get a hold of those secrets.”

8 2. Tarantino kept his Pulp Fiction NFT plans secret from Miramax, his
9 long-time financier and collaborator on multiple critically and commercially
10 successful films, including *Pulp Fiction*, *Jackie Brown*, and *Kill Bill: Volumes 1*
11 *and 2*. He made no efforts to contact Miramax prior to his coordinated press
12 campaign, despite having what were likely extensive negotiations with third parties
13 to develop and sell the NFTs.

14 3. The fact that Tarantino kept Miramax out of the loop is particularly
15 problematic because he granted and assigned nearly all of his rights to *Pulp Fiction*
16 (and all its elements in all stages of development and production) to Miramax in
17 1993, including the rights necessary for the “secrets from Pulp Fiction” that he
18 intends to sell. Tarantino’s limited “Reserved Rights” under the operative
19 agreements are far too narrow for him to unilaterally produce, market, and sell the
20 Pulp Fiction NFTs.

21 4. Upon learning of Tarantino’s plan, Miramax sent him a cease and desist
22 letter setting forth, in great detail, Tarantino’s disregard of Miramax’s broad rights
23 to *Pulp Fiction*. Wrongly claiming that his narrow Reserved Rights are sufficient,
24 Tarantino remains undeterred and has refused to comply with Miramax’s demands
25 to cancel the sale of Pulp Fiction NFTs.

26 5. Days after being told to cease and desist, Tarantino’s initial plans to sell
27 NFTs relating to Miramax’s intellectual property intensified and expanded.
28 According to a promotional Twitter account for the sale, @TarantinoNFTs, the Pulp

1 Fiction NFTs, which will include scans of some pages of the *Pulp Fiction* script,
2 will be sold in December 2021, and Tarantino will also sell “the Artifacts Collection
3 of up to ten iconic props from Tarantino’s films,” including “one from Pulp
4 Fiction.” The account is using an animated scene from another Miramax film, *Kill
5 Bill: Vol. 2*, as well as unauthorized images and graphics from or relating to *Pulp
6 Fiction*, to promote the sale.

7 6. Tarantino’s conduct has forced Miramax to bring this lawsuit against a
8 valued collaborator in order to enforce, preserve, and protect its contractual and
9 intellectual property rights relating to one of Miramax’s most iconic and valuable
10 film properties. Left unchecked, Tarantino’s conduct could mislead others into
11 believing Miramax is involved in his venture. And it could also mislead others into
12 believing they have the rights to pursue similar deals or offerings, when in fact
13 Miramax holds the rights needed to develop, market, and sell NFTs relating to its
14 deep film library.

15 THE PARTIES

16 7. Plaintiff Miramax, LLC is a Delaware limited liability company with
17 its principal place of business in Los Angeles, California.

18 8. Defendant Quentin Tarantino, upon information and belief, is a United
19 States citizen who currently resides in Israel. On information and belief, Tarantino
20 owns a home and multiple businesses within Los Angeles, California, including the
21 New Beverly Cinema and the Vista Theatre.

22 9. Defendant Visiona Romantica, Inc. is a California corporation with its
23 principal place of business in Los Angeles, California. On information and belief,
24 during all relevant times, Tarantino acted as an authorized agent of Visiona
25 Romantica, Inc., which is his loan-out corporation and of which he is the founder
26 and CEO.

27 10. The true names and capacities, whether individual, corporate, associate,
28 or otherwise, of DOES 1 through 50, inclusive, are unknown to Miramax, who

1 therefore sues said Defendants by such fictitious names and will ask leave to amend
2 the Complaint to show their true names and capacities when they have been
3 ascertained. Miramax is informed and believes and thereon alleges that each of the
4 Defendants designated herein as DOE is responsible in some manner for the events
5 and happenings referred to in this Complaint.

6 **JURISDICTION AND VENUE**

7 11. This Court has subject matter jurisdiction over Miramax's federal
8 copyright infringement, trademark infringement, and unfair competition claims
9 pursuant to 28 U.S.C. §§ 1331, 1338(a), 17 U.S.C. § 501(b), and 15 U.S.C. §1121,
10 and supplemental jurisdiction over Miramax's breach of contract claim relating to
11 and arising from the same set of facts as Miramax's federal claims pursuant to 28
12 U.S.C. § 1367.

13 12. This Court has personal jurisdiction over Quentin Tarantino given both
14 Tarantino's continuous and systematic affiliations with the forum state, including
15 his ownership interests in a home and multiple businesses, and his specific conduct
16 at issue in this lawsuit. Tarantino also consented to personal jurisdiction of this
17 Court pursuant to the June 23, 1993 Original Rights Agreement. *See* ¶¶ 19-22; Ex.
18 A (Original Rights Agreement), ¶ 29.

19 13. This Court has personal jurisdiction over Visiona Romantica, Inc.
20 because it is incorporated in California and has an office located at 11812 San
21 Vicente Boulevard, 4th Floor, Los Angeles, California, 90049.

22 14. Venue is proper under 28 U.S.C. §§ 1391(b) and (c) because Defendants
23 are both subject to personal jurisdiction within this district, and because a substantial
24 part of the events giving rise to Miramax's claims occurred here.

25 **TARANTINO'S GRANT OF RIGHTS TO MIRAMAX**

26 15. Miramax is a global film and television studio best known for its award-
27 winning and original content.
28

1 16. Miramax’s unrivaled library of more than 700 titles has received 278
2 Academy Award® nominations and 68 Oscars®, including four Best Picture
3 awards. Miramax’s *Pulp Fiction* (1994) is one of the most influential films in
4 history.

5 17. *Pulp Fiction* won the prestigious Palme d’Or at the 1994 Cannes Film
6 Festival. The film went on to gross over \$213,000,000 at the worldwide box office
7 (which would be hundreds of millions of dollars more, if adjusted for inflation), and
8 garnered widespread critical acclaim in the process. *Pulp Fiction* was Miramax’s
9 first major release following the independent studio’s acquisition by Disney, and
10 Miramax’s success in developing, marketing, and distributing *Pulp Fiction* was a
11 watershed moment for independent films and spawned countless imitators eager to
12 replicate Miramax’s results.

13 18. *Pulp Fiction* was written and directed by Quentin Tarantino, and
14 produced by Lawrence Bender, in collaboration with Brown 25 Productions, Inc.
15 (“B25 Productions”).

16 19. Effective as of June 23, 1993, Tarantino and Bender entered into an
17 agreement (the “Original Rights Agreement”) with Miramax Film Corp.,
18 predecessor in interest to Miramax,¹ “relating to the production and financing” of
19 *Pulp Fiction* “and the acquisition by Miramax of the Film.” See Ex. A (Original
20 Rights Agreement).

21 20. Under the Original Rights Agreement, Tarantino and Bender granted to
22 Miramax, in exchange for valuable consideration, in perpetuity throughout the
23 universe, “all rights (including all copyrights and trademarks) in and to the Film
24 (and all elements thereof in all stages of development and production) now or
25 hereafter known including without limitation the right to distribute the Film in all
26 media now or hereafter known (theatrical, non-theatrical, all forms of television,
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28 ¹ The Complaint refers to both Miramax entities as “Miramax,” as Miramax, LLC acquired the rights at issue from Miramax Film Corp. through a series of transactions.

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