

CARGILE V. VIACOM INTERNATIONAL, INC.

282 F. Supp. 2d 1316 (N.D. Fla. 2003)

The district court held that defendant Viacom International, Inc. ("Viacom") was entitled to summary judgment on claims that it misappropriated trade secrets and breached an implied-in-fact contract with plaintiff Cargile.

Cargile arranged to sell his "Go-Burns" cartoons through a third party agent in 1991 and 1992. The agent told Cargile that he had met with Nickelodeon, whose parent corporation was Viacom. Cargile heard nothing else from his agent and later discovered that his agent had died. Cargile brought suit in 2000 and claimed that Viacom misappropriated trade secrets to develop the "Rugrats" cartoon series when Viacom used Cargile's cartoon concepts, despite an expectation of confidentiality. Cargile further claimed that Viacom breached an implied-in-fact contract to pay Cargile for the use of his cartoon characters. Viacom argued that an independent production company developed "Rugrats" in 1989, no substantial similarity existed between the two cartoons, and Cargile was barred by the statute of limitations.

The court ruled in favor of Viacom. The court found that Cargile had no direct evidence of a meeting between his agent and Nickelodeon, and no evidence of an implied agreement with Viacom to pay Cargile for his cartoon or maintain confidentiality. The court held that hearsay statements of the agent and "slight" similarities between the cartoons were a "mere scintilla" of evidence. Since Viacom proved that "Rugrats" was created before "Go-Burns" and Cargile exceeded the four year statute of limitations for implied-in-fact contract claims, the district court granted Viacom's summary judgment motion.