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Attorney for Plaintiff

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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CHRISTIAN CHARLES

Plaintiff,

v.

JERRY SEINFELD, COLUMBUS 81  
PRODUCTIONS, INC., EMBASSY ROW, LLC,  
COMEDIANS IN CARS, LLC, SONY  
PICTURES TELEVISION INC., NETFLIX, INC.

Civil Action No. 1:18-cv-01196-  
AJN-KHP

**FIRST AMENDED  
COMPLAINT  
JURY TRIAL DEMANDED**

Defendants.

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**FIRST AMENDED COMPLAINT**

Plaintiff Christian Charles ("Charles" or "Plaintiff"), by and through his undersigned counsel, submits this First Amended Complaint against defendants Jerry Seinfeld, Columbus 81 Productions, Inc., Embassy Row, LLC, Comedians in Cars, LLC, Sony Pictures Television Inc., and Netflix Inc. (collectively, "Defendants"), which alleges as follows:

**SUBSTANCE OF THE ACTION**

1. Through this action, advertising creative, writer and commercial/film director Christian Charles seeks to hold Defendants accountable for their knowing and willful unauthorized

copying of critical elements of Plaintiff's copyrights in his treatment, script, and pilot for the show Comedians in Cars Getting Coffee (collectively, "Plaintiff's Copyrights" or "Plaintiff's *Comedians in Cars Getting Coffee*") and which provide the basis for Plaintiff's claims for copyright infringement under the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*, and for substantial and related claims of breach of implied-in-fact contract, tortious interference with prospective business relations, quantum meruit, negligent misrepresentation, fraudulent misrepresentation, and unfair competition, under the common law of New York. As described below, Defendants have copied an appreciable amount of Plaintiff's copyrights—including the entirety of Plaintiff's copyrighted pilot—despite Plaintiff's insistence on fair compensation. Plaintiff seeks damages and attorneys' fees.

## **PARTIES**

2. Christian Charles ("Charles" or "Plaintiff") is an advertising creative, writer and commercial/film director and resident of the State of New York. Charles is the sole owner of the copyrights at issue.

3. Jerry Seinfeld ("Seinfeld" or "Defendant"), is a comedian and resident of the State of New York.

4. Defendant Columbus 81 Productions, Inc. ("Columbus 81" or "Defendant") is a corporation organized under the laws of the State of New York, with a place of business at 685 Third Avenue, New York, New York 10017.

5. Defendant Embassy Row, LLC ("Embassy Row" or "Defendant") is a limited liability company organized under the laws of the State of Delaware, with a place of business at 325 Hudson Street, Ste. 601, New York, New York 10013.

6. Defendant Comedians in Cars, LLC (“Comedians in Cars” or “Defendant”) is a limited liability company organized under the laws of the State of New York, with a place of business at 10 Meadow Brook Road, Katonah, New York 10536.

7. Defendant Sony Pictures Television Inc. (“Sony Pictures Television” or “Defendant”) is a corporation organized under the laws of the State of Delaware, with a place of business at 10202 West Washington Boulevard, Culver City, California 90232-3195.

8. Defendant Netflix, Inc. (“Netflix” or “Defendant”) is a corporation organized under the laws of the State of Delaware, with a place of business at 100 Winchester Circle, Los Gatos, California 95032.

#### **JURISDICTION AND VENUE**

9. This Complaint arises under the Copyright Act, 17 U.S.C. § 501 and the common law of New York.

10. This Court has jurisdiction under 28 U.S.C. §§ 1331 (general federal question jurisdiction), 1338(a) and (b) (specific federal question jurisdiction), and 1367(a) (supplemental jurisdiction) because this action involves the infringement of federally registered copyrights. This Court has jurisdiction of the other common law claims herein under the provisions of 28 U.S.C. § 1338(b) in that those claims are joined with a substantial and related claim under the Copyright Laws of the United States, 17 U.S.C. § 501 *et seq.*

11. This Court has personal jurisdiction over Defendants by virtue of their commission of tortious acts inside and outside of New York that have an effect within this state.

12. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and (c).

## FACTS COMMON TO ALL CLAIMS

### **Charles' Successful Career in Advertising, Television, and Film**

13. Christian Charles is a multi-award winning advertising creative, writer and commercial/film director. Throughout his career, Charles has contributed to many major television and film projects, including: writing and art directing commercials for American Express, Pepsi, Lucas Films, Hershey, and Ford as well as over a dozen Super Bowl commercials for other famed brands; developing, writing, producing and directing shows for premier cable networks such as NBC, MTV, E! Entertainment, and Comedy Central; directing and producing four theatrically released films, including the documentary *Comedian*; and, collaborating with major film studios such as Miramax, New Line Cinema, and DreamWorks Animation. For his work, Charles proudly holds industry awards such as CLIOs, EFFIEs, and Cannes Bronze and Gold Lions.

14. Today, as the Co-Founder and President of mouseROAR LLC—a “soup-to-nuts” content provider specializing in unique entertainment for internet, television, film and mobile devices—Charles and Co-Founder, Anne Estonilo (“Estonilo”) develop branded entertainment projects with a complete worldwide marketing strategy for digital series, sit-com, episodic television, documentary, and feature films.

### **Charles' Creative and Business Relationship with Seinfeld**

15. For nearly two decades, beginning in 1994 with Charles’ writing and art direction of the highly popular and award-winning American Express commercials featuring Seinfeld, Charles and Seinfeld cultivated a rewarding and profitable creative and business relationship.

16. Throughout Charles’ and Seinfeld’s creative and business relationship, when they collaborated, any materials or project development were disclosed in confidence and were not to

be disclosed to others or used beyond the limits of the confidence without prior payment or consent.

17. After their positive experience collaborating on the American Express commercials, from 2000 to 2002, Charles created, proposed, and directed the documentary *Comedian* featuring Seinfeld. This documentary was based on a conversation with Charles, Charles's producer Gary Streiner ("Streiner"), and Seinfeld about Seinfeld's return to comedy clubs after a long hiatus to work on a new stand-up act.

18. As set forth in the express agreement for *Comedian*, the profits from *Comedian* were allocated as such that after Seinfeld's personal recoupment of investment, the net profit was split 50% to Columbus 81, owned by Seinfeld, and 50% to Bridgnorth Films, Inc., a company created and co-owned by Charles and Streiner.

19. In September of 2000, as part of the production of *Comedian*, Charles and Streiner filmed Seinfeld's friend Barry Marder's ("Marder") return to New York City from a cross-country drive as they crossed the George Washington Bridge in Seinfeld's newly-purchased vintage Volkswagen Beetle. Seinfeld expressed great interest in the footage and inquired to Charles how it might work in the context of *Comedian*, to which Charles suggested filming two friends driving and talking in a car as a unique television show.

20. Further to Charles' and Seinfeld's discussion of pursuing the television show suggested by Charles, on November 13, 2001, Charles created the television show treatment for a project entitled '67 Bug, with an alternative title *Two Stupid Guys In A Stupid Car Driving To A Stupid Town* (the "Two Stupid Guys Treatment"). The *Two Stupid Guys* Treatment comprised Charles' unique visual and structural style utilizing specific cinematic details to create a distinct and complete narrative approach to the show.

21. In the fall of 2002, Charles and Streiner pitched the *Two Stupid Guys* Treatment to Seinfeld, however, to Charles' and Streiner's surprise—and incongruent with Seinfeld's earlier enthusiasm for the project—Seinfeld rejected the *Two Stupid Guys* Treatment.

22. Despite rejecting the *Two Stupid Guys* Treatment, Charles continued to collaborate with Seinfeld on many projects from 2002 through 2011. Their relationship throughout this period included collaboration as well as Seinfeld seeking to have Charles write, direct, and produce original content for Seinfeld and his wife, Jessica Seinfeld.

23. From 2008 through 2010, Seinfeld engaged Charles and mouseROAR to write, produce, direct and create marketing strategies for projects in which Seinfeld starred. These projects included extensive marketing programs for Seinfeld's and DreamWorks Animation's animated movie "Bee Movie," and Seinfeld's commercial project with The Greater, an Australian financial institution. During this time, Seinfeld also engaged Charles to develop his website, www.jerryseinfeld.com, for which Charles conceptualized creative approaches to the website interface and content, commissioned website developers to execute the project, and filmed Seinfeld performing stand-up comedy for Seinfeld's joke archives. In 2010, Seinfeld and NBC Universal engaged mouseROAR to develop, produce, and direct a promotional short for the launch of Seinfeld's television show "The Marriage Ref."

#### **Charles' Creation of the Comedians in Cars Getting Coffee Treatment**

24. At a meeting on July 30, 2011, at the Princess Diner in Southampton, New York, Seinfeld expressed to Charles that Seinfeld's representatives George Shapiro and Howard West ("Shapiro West") were pressuring Seinfeld to come up with a new television show and/or stream of revenue after the negative reception and cancellation of Seinfeld's television show "The

Marriage Ref.” Seinfeld expressed that Shapiro West told him that he was not creating anything new and that this had to change.

25. During the meeting, Seinfeld suggested to Charles that a show about comedians driving in a car to a coffee place and just “chatting” could work, to which Charles immediately pointed out that his suggestion was actually Charles’ *Two Stupid Guys* Treatment that Charles had pitched to Seinfeld in 2002. Charles and Seinfeld agreed to develop further Charles’ *Two Stupid Guys* Treatment, with Charles developing, directing, and producing the project.

26. In August of 2011, Charles began creating his *Comedians in Cars Going for Coffee* treatment (the “Treatment”) (see U.S. Copyright Reg. No. PA0002055610, attached as **Exhibit A**), further to his *Two Stupid Guys* Treatment. The Treatment utilizes Charles’ signature detailed visuals to demonstrate unique style, tone, and creative approach, comprising at least the following elements:

- a) Opening the show with detail close-up shots of the host driving alone in the “hero vehicle,” a vintage or collector’s model car, accompanied by the host’s voiceover highlighting the details of the car;
- b) Introducing the guest wherever it is most convenient to them;
- c) Shots of the guests’ neighborhood;
- d) Unique camera rigs and positions for car-in-motion filming;<sup>1</sup>
- e) The host and guest driving and talking with no pre-interview, no audience, and no instruction to the guest on the direction of the conversation;
- f) Detail close-up shots of the coffee and the elements of the coffee making;

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<sup>1</sup> At the time of development of the *Two Stupid Guys* Treatment between 2000-2002, camera technology made these set-ups more difficult to attain and required extensive development and design. In 2011, advancements in technology made these set-ups more easily attainable and Charles was able to fully realize his original vision for the show.

- g) Detail close-up shots of the diner or café;
- h) Detail close-up shots of the “hero vehicle”; and
- i) The host driving the guest home or to wherever they want to be dropped off.

27. Further to these elements, and in addition to the technical and creative camera learnings from Charles’ development of the *Two Stupid Guys* Treatment, Charles also employed a creative and unique storytelling technique that he had executed extensively in his earlier work, using specifically selected “close-up studies” of items associated with a story or scene that add depth, mood and style as well as engage the audience with a narrative.

28. Charles previously employed these signature “detail shots” as a way of expressing events and relevant imagery that could augment a scene in many of his works in commercials and feature films, including in the end credits of the documentary *Comedian* as a graphic revisiting of the environments associated with Seinfeld’s regrowth as a stand-up comedian. Charles used this same approach in his Treatment as the perfect way to express individual details of the car, show the preparation, culture, and specifics of the coffee at their destination, and express the progress of the conversation.

29. These Charles-driven elements, along with the stylistic choice of using wide-angle lenses, the music, the pacing, the schedule structure and limited crew interaction with talent, all comprise the essence of the visual style and tone of the show.

30. Throughout September 2011, Charles and Seinfeld spoke about “testing” the Treatment. Seinfeld’s personal assistant Melissa Gastgaber (“Gastgaber”) scheduled a meeting for Charles and Seinfeld to further discuss the Treatment at Seinfeld’s office.

31. On September 22, 2011, at Seinfeld’s office, Charles shared the Treatment with Seinfeld. At this meeting, Charles elaborated on his vision for style, tone, and creative approach,

and further specified the execution of the details of the Treatment. After reviewing the materials, Seinfeld enthusiastically discussed moving forward.

32. On September 26, 2011, Charles and Seinfeld discussed creating a possible “rip/reel” of car footage for a Google/YouTube meeting the next month. Charles also emailed Gastgaber in which he shared potential test shoot dates and guest talent, such as Barry Marder, Colin Quinn, and Matthew Broderick.

#### **Charles’ Creation of the Comedians in Cars Getting Coffee Pilot**

33. In September through October 2011, Charles further developed the Treatment, as well as a synopsis, camera shot list with descriptions and visual camera angles, script (collectively, the “Script”) (see U.S. Copyright Reg. No. PAu003903459, attached as **Exhibit B**),<sup>2</sup> tone direction, and music direction. He and his company then pre-produced, planned, hired crew and executed a test shoot of the Treatment (the “Pilot”) on October 6, 2011, using Barry Marder as Seinfeld’s guest over several days of filming.

34. Until the October 6, 2011 shoot with Seinfeld and Marder, Charles and mouseROAR had used a working title of *Comedians in Cars Going for Coffee* on production materials. After filming, Charles agreed with changing the title to *Comedians in Cars Getting Coffee*.

35. Charles fully provided his creative materials and all development, pre-production, filming, and production for the Pilot, including location scouting, extensive research and development of cameras and unique camera rigs, filming of detail shots, and executing all aspects

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<sup>2</sup> As of the date of filing this Amended Complaint, Plaintiff has not yet received in the mail the Certificate of Registration for the Script. Plaintiff in good faith submits as Exhibit B the U.S. Copyright Office Database registration record for the Script registration. Plaintiff will amend to include the Script Certificate of Registration upon receipt in conjunction with the Pilot Certificate of Registration.

of the Treatment and Script. Charles, himself, invested substantial time, money, and resources to develop, plan, film, and produce the Pilot.

36. Consistent with Charles' and Seinfeld's business arrangement for which Charles would receive all production services for the project, mouseROAR produced the Pilot.

37. Up to this point Seinfeld had no creative input on the Treatment, Script, or Pilot. Further, Seinfeld was not involved in hiring crew or physical production or post-production, location scouting, or the creative and cinematic elements of the Pilot. Seinfeld expressed that he simply wanted to host and enjoy conversations with his guests, completely unhindered.

38. As reviewed and depicted on the call sheet and production materials pre-distributed to Gastgeber, Seinfeld, talent, and mouseROAR crew, Seinfeld is listed under "talent" with no producer reference or credit. No credit or listing appears for other Defendants such as Seinfeld's Columbus 81.

39. On October 3 and 4, 2011, Charles and his cinematographer, J.P. Lipa, filmed detailed shots of the Bendix Diner in Hasbrouck Heights, New Jersey, and Seinfeld's car (*i.e.*, the "hero vehicle") on Riverside Drive in New York City.

40. On October 6, 2011, the principle shoot day, Charles directed the portion featuring talents Seinfeld and Marder. Seinfeld repeatedly expressed both on and off-camera to Charles and the mouseROAR crew that he "didn't want to be here," that he was in a "foul mood," and that he did not want to spend money on the shoot. During the principle filming of the Pilot, Seinfeld refused to record the necessary voiceovers.

41. On October 7, 2011, Seinfeld called Charles while Charles was filming additional shots at the Bendix Diner with his Producer Bob Fisher ("Fisher"). Seinfeld expressed to Charles that he did not want to pursue further the Pilot or a series. Seinfeld expressed to Charles that he

“did not know what the idea was anymore” and that the idea “maybe wasn’t good after all.” He also expressed that he did not want to be “trapped” in a “traditional show” schedule that would affect his lifestyle.

42. Despite Seinfeld’s reservations, Charles suggested that he had captured enough footage to create a viable pilot episode. Charles reasoned that a great deal of work had already been done and that he would move forward with editing and post-production without Seinfeld.

43. On or around October 16, 2011, despite Seinfeld abandoning the project, Charles graciously shared the completed Pilot (*see* U.S. Copyright Reg. No. PAU003900159, attached as **Exhibit C**)<sup>3</sup> via email and link with Seinfeld, accompanied with his thoughts on typeface and design, and further elaboration on needing Seinfeld’s voiceover, which Seinfeld had refused to record on set. Charles closed his email with “I believe the idea has long legs.”

44. Upon viewing the Pilot, Seinfeld expressed appreciation and admitted to Charles that he had been wrong about the show not being of value. Seinfeld, invited by Charles, then came in to mouseROAR’s offices and suggested de minimis changes to the original Pilot.

### **Development of the Project**

45. At the end of October and early November, following Seinfeld’s enthusiasm for the Pilot, Charles emailed Seinfeld multiple times to check his schedule. Charles was eager to meet with Seinfeld, stating he was “feeling obsessed” and had “more ideas” about the show. Charles shared links of examples of vintage cars, their history, and suggested playful descriptions of the cars—*e.g.*, describing them as “small,” “cute,” “obscure,” and “dumb.”

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<sup>3</sup> As of the date of filing this Amended Complaint, Plaintiff has not yet received in the mail the Certificate of Registration for the Pilot. Plaintiff in good faith submits as Exhibit C the U.S. Copyright Office Database registration record for the Pilot registration. Plaintiff will amend to include the Pilot Certificate of Registration upon receipt in conjunction with the Script Certificate of Registration.

46. Charles and mouseROAR further proposed to Seinfeld a complete marketing and distribution strategy for which, together, they would release the Pilot and future *Comedians in Cars Getting Coffee* episodes for free on a custom-made website (the “Project”). mouseROAR explained that the website distribution platform would evoke a casual, simple tone to complement the Project, as if viewers “stumbled upon” the show themselves.

47. Following mouseROAR’s proposal, on November 14, 2011, Gastgaber emailed to request a link and download of Charles’s latest edit “to share with our web developers.”

48. mouseROAR’s Project strategy also outlined that Charles and Seinfeld, with Shapiro West’s help (the “Project Team”), would meet with and secure distribution of the Project behind the scenes of the custom website release. It would then be expanded as if everything appeared to be happening organically, per mouseROAR’s proposal, protecting Seinfeld from failure if the show did not connect.

49. mouseROAR further outlined in the Project that the Project Team would also talk to potential sponsors of the show and announce the association later in the release to make the growth of the digital show appear organic, despite that it was actually fully planned from the start. Then, as the show gained popularity, the Project Team would sell it to a larger distributor. As to the last phase, the Project Team would license the show internationally.

50. During this time, Seinfeld and Shapiro West, thrilled with the Pilot, also reached out to Sony Pictures Television as possible distributors for the Project.

51. At the same time, Seinfeld and Columbus 81 asked Charles and mouseROAR to continue to prepare and scout locations for the Project, including for 5-6 potential episodes featuring Alec Baldwin, Colin Quinn, and other guests.

52. On November 21, 2011, Charles emailed a document to Seinfeld breaking down “the 2 days of shooting and how the crew is utilized,” and exchanged emails with Gastgaber regarding Alec Baldwin’s availability and taking Seinfeld for a drive to scout a location.

53. Over the following weeks into December of 2011, Charles and mouseROAR prepped several stop/start productions and rescheduled crew and equipment around the Thanksgiving and Christmas holidays to accommodate Seinfeld’s and his guests’ changing schedules. Further to this, multiple phone calls and email correspondence was exchanged between mouseROAR’s Estonilo, and Columbus 81’s Leibling and Gastgaber.

54. During this period, December 2, 2011, Charles shared another edit “for reference...in addition to the tighter version” Charles had sent previously, continuing to hone the Pilot on his own.

55. On December 8, 2011, Gastgaber introduced Ammirati, an advertising/digital agency, to Charles and Estonilo and stated that Ammirati was developing the website [www.comediansincarsgettingcoffee.com](http://www.comediansincarsgettingcoffee.com). Gastgaber asked Estonilo to send “some more of the raw footage of the Barry Marder shoot (particularly the car stuff)” for the website.

56. During this time, Charles also, by himself, scouted and photographed many potential locations for future episodes of the Project such as the City Island Diner in City Island, New York, and the Sweetleaf Coffee Roasters in Long Island City, New York.

57. On December 13, 2011, per Leibling’s request, mouseROAR invoiced and later received payment in the amount of \$23,466 for mouseROAR’s work on the Pilot in October. The amount did not account for many fees which had been heavily discounted as a reflection and understanding of the relationship between Charles and Seinfeld.

58. In an email forwarded to Charles by Gastgaber, dated January 17, 2012 sent by Tami Armitage of Shapiro West and copying Seinfeld, Howard West, Amy Hyatt and George Shapiro, Shapiro wrote that in his meeting with Steve Mosko, the Chairman of Sony Pictures Television, it was recommended, and Jerry agreed, to a meeting with “Michael Davies, the President of Embassy Row, which is owned by Sony,” and suggested that Charles attend the meeting “with the idea of Christian directing episodes.”

59. Charles expressed concern to Seinfeld through his assistant, Gastgaber, over meeting with Embassy Row, also a production company, as it would be counterintuitive to Charles’ and Seinfeld’s business arrangement that mouseROAR would receive all of the production services. Charles offered to hold the meeting at mouseROAR but Gastgaber set the meeting at Seinfeld’s office.

60. On January 24, 2012, at Seinfeld’s office, Charles and Seinfeld presented the Pilot to Embassy Row president Michael Davies who then expressed a strong desire to be involved in the Project, and discussed the development and release strategy Charles and mouseROAR prepared for the Project.

61. Embassy Row engaged Charles and Seinfeld on the Project based on Plaintiff’s *Comedians in Cars Getting Coffee*.

62. Charles further raised the production issue with Shapiro, who responded that “Seinfeld’s deal has already been made with Sony” and that Charles and mouseROAR had to negotiate terms for themselves directly with Embassy Row.

**Further Conflicting Representations to Charles Regarding the Project**

63. In late January of 2012, Embassy Row executive producer Tammy Johnston emailed Charles and Estonilo to set up a meeting at mouseROAR to review materials and production insights for the series.

64. Under the assumption that this meeting was called so Charles and mouseROAR could share further production strategy as part of the Project Team and handlers of the physical production, mouseROAR provided a series budget, production details, locations, and a stylistic guide, and presented it to Seinfeld, Columbus 81, Embassy Row, and Sony Pictures Television.

65. During this time, Charles employed his William Morris Endeavor representative Dan Shear and manager Lenny Beckerman to negotiate his terms with Embassy Row.

66. In a series of emails from January 31 through February 5, 2012, Embassy Row informed Shapiro West of Charles' request for compensation and backend involvement with the Project. During this time, Shapiro West shared Charles' request with Seinfeld.

67. Upon hearing of Charles' request, Seinfeld called Charles and expressed outrage at the notion that Charles would have more than a "work-for-hire" directing role for the Project. Seinfeld further claimed that for his request Charles was "ungrateful" and "out of line," and that Charles should expect to be compensated through his directing fee. Seinfeld also stated that there was no money to be made on the Project, with which Charles vehemently disagreed.

68. At no point during the creation of the Treatment, Pilot, or Script, or at any time throughout the Project development, did Charles ever agree—or even impliedly agree—to be "work-for-hire." Neither Charles, nor mouseROAR's Estonilo, ever discussed work-for-hire arrangements or received, reviewed, or executed work-for-hire agreements.

69. Indeed, no express agreements regarding copyright interests were ever exchanged between Charles and the Defendants in relation to the Treatment, Pilot, Script, or Project.

70. A few days after Seinfeld's call, Charles emailed and called him back in an effort to rectify the situation. However, Seinfeld again told Charles he "should be so lucky" to be paid as a director. Seinfeld also expressed that Charles was doing a similar "ungrateful thing" to him as Seinfeld had experienced earlier in his career when a co-star "demanded" a bigger bonus than what Seinfeld previously offered to her. Charles disagreed and again expressed his desire to continue participating in the Project and receive backend compensation. Seinfeld abruptly ended the call after he expressed it was "too late to change the deal."

71. After this second phone call, Seinfeld refused to engage in good faith discussions with Charles about the Project. However, during this time, many of Seinfeld's closest business partners and confidants assured Charles that he and mouseROAR would remain involved in the Project. In particular, Leibling told Charles in a phone call that "it would all blow over," and "not to worry."

72. From February through April of 2012, Charles attempted to re-engage Seinfeld, Embassy Row, and Shapiro on the Project. At the request of Embassy Row and Shapiro and under the presumption that Charles and mouseROAR would still be involved in the production of the Project, Charles and mouseROAR provided a hard drive via messenger containing raw footage and all materials from the Pilot, production notes, and other footage to Shapiro and Embassy Row. The messenger delivered the drive with written instructions to the recipients to return the drive, however, the drive was never returned.

73. On April 2, 2012, Estonilo spoke with Shapiro and discussed mouseROAR's work from September of 2011 through January of 2012. Shapiro stated that it "wasn't over," and expressed regret over the breakdown in communication between Seinfeld on the one hand, and

Charles and mouseROAR on the other hand. Shapiro followed up with a voicemail to Estonilo in which he stated, “It’s not over, Christian and Jerry can still work together.”

74. Between April 11 and 12, 2012, Estonilo reached out to Leibling. Leibling during the course of pre-production over the winter months had stated that Estonilo should further bill for costs. Estonilo needed to recoup the production expenses for the production preparation and services mouseROAR conducted for several episodes of the Project, including the Alec Baldwin episode and other pending shoots that had abruptly changed and ultimately been deserted by Seinfeld.

75. Further to this conversation, Leibling sent Estonilo an email that Seinfeld agreed to pay \$107,734 for production preparation from October 2011 through January 2012.

76. Leibling sent payment in the stated amount to mouseROAR; no legal paperwork accompanied the transaction.

#### **Defendants’ Deliberate Copying of Charles’ Comedians in Cars Getting Coffee**

77. For the remainder of 2012 through 2014, Seinfeld, Columbus 81, Embassy Row, Comedians in Cars LLC, Sony Pictures Television, and Netflix continued to use without authorization Plaintiff’s *Comedians in Cars Getting Coffee* and the Project for their own show also titled *Comedians in Cars Getting Coffee* (the “Infringing Show”).

78. Defendants without authorization copied and continue to copy the entire Pilot by streaming it to viewers as Season One, Episode Seven of the Infringing Show.

79. Defendants without authorization copied and continue to copy substantial segments from the Pilot in the Infringing Show, including:

- (a) The opening sequence of Seinfeld driving on Riverside Drive in the white “hero vehicle”;

- (b) Introducing the white “hero vehicle” via detail shots and voiceover;
- (c) Detail shots of white “hero vehicle” static and in motion;
- (d) Seinfeld and Marder talking without interruption in the white “hero vehicle”;
- (e) Detail shots of the coffee and coffee-making;
- (f) Detail shots of the diner;
- (g) Seinfeld and Marder talking without interruption in the diner; and,
- (h) Seinfeld and Marder leaving the diner to return to original pick up locations.

80. Defendants without authorization copied and continue to copy all the aspects of the Treatment and Script in the Infringing Show, including but not limited to:

- (a) Opening the show with detail close-up shots of the host driving alone in the “hero vehicle,” a vintage or collector’s model;
- (b) Seinfeld’s voiceover illustrating the detail and showing appreciation for the “hero vehicle” by talking through his favorite car features, what it feels like to drive the car, the stories the car can tell, and original or surprising elements of its design;
- (c) Static and moving detail shots comprising multiple angles of the car to emphasize its originality and design;
- (d) Utilizing car-in-motion shots;
- (e) Utilizing unique camera rigs including cameras mounted to the “hero vehicle” to evoke intimacy with the host and guest without interfering with their conversation;
- (f) Through voiceover, Seinfeld introducing the guest, a comedian or celebrity, and coordinating picking them up wherever it is most convenient to them;

- (g) Seinfeld greeting the guest and eliciting a reaction to the “hero vehicle” from his guest;
- (h) Detail close-up shots of the guests’ neighborhood;
- (i) The host and guest driving and talking with no pre-interview, no audience, and no structure or instruction on the direction of the conversation;
- (j) Inter-cut detail shots of the “hero vehicle” from multiple angles and viewpoints while Seinfeld and the guest are driving to the diner or café for coffee;
- (k) Detail close-up shots of the coffee, the motion and process of making and serving coffee, and the host’s voiceover;
- (l) Detail close-up shots of the “hero vehicle” arriving at the diner or café and the host’s voiceover;
- (m) Seinfeld and guest getting out of the car and going inside of the diner or café to sit down at a table or seating;
- (n) Seinfeld and guest interacting with the diner or café employees;
- (o) Seinfeld and guest having natural conversation, with no instruction or structure to their conversation;
- (p) Throughout their conversation, series of detail shots of their enjoyment of the coffee, including hands on cups, stirring, drinking the coffee, adding sugar and milk, all to enhance the enjoyment and liveliness of Seinfeld and his guest’s conversation over coffee;
- (q) The conversation ending naturally and Seinfeld and his guest paying and leaving;
- (r) Detail close-up shots of the “hero vehicle” as the host drives away from the diner or café; and,

(s) The host driving the guest home or wherever they want to be dropped off but without any structure or instruction on the direction or conclusion of the conversation.

81. There has never been any effort on Defendants' part to obtain the standard and necessary license or assignment of Plaintiff's Copyrights to use for the Infringing Show.

82. During this time, Charles maintained the reasonable and good faith belief that, pursuant to their 18-year creative and business relationship, Seinfeld would still bring Charles in on the Project.

83. In June of 2014, Charles again reached out to Seinfeld to address their differences and requested they maintain contact. Seinfeld agreed to stay in touch but failed to follow through.

84. In June of 2016, Simon Smith, a creative colleague known by both Charles and Seinfeld, asked Seinfeld about the Project. Seinfeld re-stated that there was no money to be made and that the reason why Charles was no longer involved was because he "lawyered-up." Smith later told Charles about the encounter.

85. At no point during the negotiation or development of the Project did Charles hire legal counsel.

86. From July through August of 2016, urged by friends and industry colleagues, Charles began to research the success of the Project and learned that Seinfeld was shopping the show.

87. In September of 2016, Charles concluded that Seinfeld never intended to include Charles in the Project, either as director or creator of the Treatment, Pilot, and Script, or to recognize his marketing and distribution strategy.

88. On September 18, 2016, Charles formally registered the Treatment with the U.S. Copyright Office (*see* U.S. Copyright Reg. No. PA0002055610, attached as **Exhibit A**).

89. On October 10, 2016, Charles learned through a New York Times article that “Seinfeld’s ‘Comedians in Cars Getting Coffee’” was “on the market” for a new buyer, was Emmy-nominated, had released “roughly 50 episodes,” and had “generated more than 100 million streams” essentially “putting Crackle [the digital platform owned by Sony Pictures Television and at the time the distributor of the Infringing Show] on the map.”

90. During this time, Seinfeld never reached out to Charles to share the success or acknowledge Charles’ obvious contribution to this success.

91. On January 18, 2017, friends and family reached out to Charles regarding news about Seinfeld’s “new ‘Big’ deal” with Netflix.

92. In the following months industry press revealed that the Project’s deal with Netflix was estimated at around \$100 million, with approximately \$750,000 per episode going to Seinfeld. Industry press also revealed that Seinfeld had been paid approximately \$500,000 per episode while Sony Pictures Television streamed the show on Crackle, with a production services budget of approximately \$100,000. Further to Charles and mouseROAR’s core competence in branded entertainment, and their intended marketing and distribution strategy for the Project, industry press also revealed that starting as early as 2013, Seinfeld “wrote advertising spots” for Acura and shopped sponsorship opportunities to other car brands such as Hertz for upwards of \$10 million.

93. On December 27, 2017, after much deliberation, Charles sent a letter directly to Seinfeld and expressed the need for mediation to resolve the outstanding issue of Charles’ involvement with the Project.

94. On January 10, 2018, Seinfeld’s counsel, Jay Cooper, responded to Charles’ letter and stated that Seinfeld was the creator and owner of the Project. This is the first time Seinfeld or a representative of Seinfeld made this direct claim to Charles.

95. On February 9, 2018, Charles filed a pro se complaint in the Southern District of New York.

**FIRST CLAIM FOR RELIEF**  
**COPYRIGHT INFRINGEMENT (17 U.S.C. § 501 *et seq.*)**  
**(As to All Defendants)**

96. Plaintiff realleges paragraphs 1 through 95 of the First Amended Complaint above and incorporates them by reference as if fully set forth herein.

97. Plaintiff is the owner of all right title and interest in Plaintiff's *Comedians in Cars Getting Coffee*, which as set forth above has been duly registered with the United States Copyright Office in accordance with the Copyright Act, 17 U.S.C. § 101 *et seq.* Plaintiff's Copyrights include: (a) Plaintiff's Treatment, entitled *Comedians in Cars Going for Coffee* (alternative title *Comedians in Cars Getting Coffee*) (U.S. Copyright Reg. No. PA0002055610); (b) Plaintiff's Script for *Comedians in Cars Getting Coffee* (U.S. Copyright Reg. No. PAu003903459); and (c) Plaintiff's Pilot of *Comedians in Cars Getting Coffee* (U.S. Copyright Reg. No. PAu003900159). Copies of these registrations and application to register are attached hereto as **Exhibits A-C**.

98. Plaintiff's *Comedians in Cars Getting Coffee* consists of original works of authorship, embodying copyrightable subject matter, and fixed in a tangible medium, subject to the full protection of the United States copyright laws. Plaintiff is the sole and exclusive owner of all rights, title, and interest in and to the copyrights in Plaintiff's *Comedians in Cars Getting Coffee*. Plaintiff's *Comedians in Cars Getting Coffee* does not infringe any pre-existing works.

99. Plaintiff's *Comedians in Cars Getting Coffee* reflects numerous original and unique creative choices that collectively result in a highly stylistic work. Plaintiff's *Comedians in Cars Getting Coffee* is unlike any other show—except for Defendants' Infringing Show, which deliberately copies Plaintiff's *Comedians in Cars Getting Coffee*.

100. Defendants have infringed Plaintiff's Copyrights by, *inter alia*, copying and improperly appropriating many critical original elements of Plaintiff's Copyrights, and by using and incorporating those elements in Plaintiff's Copyrights for Defendants' Infringing Show based on Plaintiff's Copyrights.

101. Defendants have repeatedly aired at least 60 episodes of the Infringing Show, including Plaintiff's Pilot, beginning July 19, 2012, through today.

102. Defendants have repeatedly aired the Infringing Show, including Plaintiff's Pilot, for at least the last three years.

103. On information and belief, the Infringing Show has "generated more than 100 million streams[.]"

104. Defendants had access to Plaintiff's *Comedians in Cars Getting Coffee* prior to the creation and/or distribution of Defendant's Infringing Show through numerous means, including, but not limited to, through Plaintiff sharing them outright with Defendants during development of the Project.

105. Defendants' Infringing Show is substantially similar to Plaintiff's *Comedians in Cars Getting Coffee*, and copies numerous original, creative elements of Plaintiff's *Comedians in Cars Getting Coffee* including Charles' signature cinematic details collectively demonstrating unique style, tone, and creative approach, particularly through a unique combination of storytelling structure, "close-up-studies" adding depth, mood, and style, technical and creative camera learnings, music, pacing, host and guest direction, and other creative direction.

106. Indeed, Defendants' copied and continue to copy the entirety of Plaintiff's Pilot and stream it as Season One, Episode Seven of Defendants' Infringing Show.

107. Further, Defendants have copied entire detail shots from Plaintiff's Pilot and used them without authorization in many episodes of Defendants' Infringing Show.

108. On information and belief, Defendants were aware when they filmed and distributed the Infringing Show, and are presently aware of Plaintiff's Copyrights, that Plaintiff never discussed or signed a work-for-hire agreement with Defendants for Plaintiff's Copyrights, and that Plaintiff never conveyed any rights to use Plaintiff's Copyrights, or incorporate copyright-protected elements thereof, in the Infringing Show.

109. Without Plaintiff's permission or authorization, Defendants have directly, contributorily, and vicariously engaged, and threaten further to engage in willful infringement of Plaintiff's exclusive rights, among other things, to: (a) reproduce and distribute Plaintiff's *Comedians in Cars Getting Coffee*; and (b) prepare derivative works based upon and substantially similar to Plaintiff's *Comedians in Cars Getting Coffee*.

110. Upon information and belief, Defendants have profited from the sponsorships and advertisements sold in connection with the Infringing Show, which is substantially similar to Plaintiff's *Comedians in Cars Getting Coffee*.

111. Upon information and belief, unless enjoined by this Court, Defendants intend to continue their course of conduct and wrongfully use, infringe upon, distribute, and otherwise profit from Plaintiff's *Comedians in Cars Getting Coffee*.

112. The natural, probable, and foreseeable result of Defendants' wrongful conduct has been and continues to deprive Plaintiff of the rights and benefits granted to him under copyright, including the exclusive right to use, reproduce, and exploit Plaintiff's Copyrights and to create derivative works based on Plaintiff's Copyrights, and to injure Plaintiff's relations with present and prospective clients.

113. By its actions, as alleged above, Defendants have infringed and violated Plaintiff's exclusive rights under copyrights in violation of the Copyright Act, 17 U.S.C. § 501, by reproducing and distributing a show that uses audiovisual works, text, script, and images that are strikingly, or substantially, similar to Plaintiff's Copyrights, all without Plaintiff's authorization or consent.

114. Upon information and belief, Defendants' infringement of Plaintiff's Copyrights is willful and deliberate and Defendants have profited at Plaintiff's expense.

115. Defendants' conduct has caused and will continue to cause irreparable injury to Plaintiff unless enjoined by this Court. Plaintiff has no adequate remedy at law.

**SECOND CLAIM FOR RELIEF  
Breach Of Implied-In-Fact Contract  
(As to Defendants Seinfeld, Embassy Row, Comedians in Cars, Columbus 81, and Sony Pictures Television)**

116. Plaintiff realleges paragraphs 1 through 115 above and incorporates them by reference as if fully set forth herein.

117. Plaintiff and Defendants entered into an implied-in-fact contract, which was binding on Defendants. Specifically, Defendants voluntarily accepted Plaintiff's Copyrights and complete marketing and distribution strategy knowing full well that Plaintiff had submitted Plaintiff's Copyrights and complete marketing and distribution strategy in confidence and for economic gain, and with the clear expectation of payment in the event Defendants used Plaintiff's Copyrights and complete marketing and distribution strategy.

118. Voluntarily accepting an offeror's copyrights and complete marketing and distribution strategy while knowing that the offeror offered them in confidence and for economic gain, and with the clear expectation of payment in the event the offeree uses the offeror's

copyrights and complete marketing and distribution strategy, is industry custom for film/television contracts.

119. Defendants have materially breached the parties' implied-in-fact contract by, among other reasons, refusing to compensate Plaintiff for Defendants' unauthorized use of Plaintiff's *Comedians in Cars Getting Coffee* in the Infringing Work and complete marketing and distribution strategy for the Project.

120. At all relevant times, Plaintiff performed all obligations required of him under the contract, except for those excused by Defendants' breaches thereof.

121. As an actual, direct and proximate result of Defendants' breaches of its implied-in-fact contract with Plaintiff, Plaintiff has suffered and will continue to suffer substantial damages in an amount to be ascertained at trial.

### **THIRD CLAIM FOR RELIEF**

#### **Quantum Meruit**

**(As to Defendants Seinfeld, Embassy Row, Comedians in Cars, Columbus 81, and Sony Pictures Television)**

122. Plaintiff realleges paragraphs 1 through 121 above and incorporates them by reference as if fully set forth herein.

123. Defendants expressly requested Plaintiff to provide services related to Plaintiff's *Comedians in Cars Getting Coffee*, including, but not limited to providing creative development and production services, complete marketing and distribution strategy for the Project, and directing the Project.

124. Plaintiff provided the services requested by Defendant. On information and belief, based on the commercial nature of the relationship between the parties and industry standards for similar creative projects, both parties reasonably expected Defendants to pay Plaintiff for the services provided by Plaintiff at Defendant's request.

125. Defendant benefited from the services rendered by Plaintiff at Defendant's request because certain of these services were used by Defendant in connection with the Infringing Work.

126. In or around February 2012, Seinfeld refused, and continues to refuse, to compensate Plaintiff for the reasonable value of these goods and services by licensing from and/or paying Plaintiff for the services rendered by Plaintiff, including creation of Plaintiff's Copyrights, and/or hiring Plaintiff to direct the Project.

**FOURTH CLAIM FOR RELIEF**  
**Tortious Interference with Prospective Economic Relations**  
**(As to Defendants Seinfeld, Embassy Row, Comedians in Cars, Columbus 81, and Sony Pictures Television)**

127. Plaintiff realleges paragraphs 1 through 126 above and incorporates them by reference as if fully set forth herein.

128. On information and belief, Defendants intentionally disrupted Plaintiff's prospective business relations with clients, causing Plaintiff to lose opportunities to license Plaintiff's *Comedians in Cars Getting Coffee* to other clients, including Netflix and competitors of Netflix.

129. On information and belief, because of information exchanged between Defendants and Plaintiff in connection with Plaintiff's *Comedians in Cars Getting Coffee*, Defendants knew that as a result of Plaintiff's and Seinfeld's history of exclusive collaboration with Plaintiff, Plaintiff was foregoing opportunities to license Plaintiff's Copyrights to other businesses, including Netflix and competitors of Netflix.

130. On information and belief, in order to prevent Plaintiff's prospective clients from competing with Defendants for licensing Plaintiff's Copyrights, thereby allowing Defendants to increase sales, profits, and recognition for the Infringing Show, Defendants intentionally interfered with Plaintiff's prospective business and economic relations with Plaintiff's other clients,

including, but not limited to, Netflix and Netflix's competitors, by inducing Plaintiff to use Plaintiff's Copyrights only for their exclusive business relationship and the Project. In order to induce Plaintiff to forego other opportunities, Defendants concealed any conversations and/or business dealings with Netflix and repeatedly lead Plaintiff to reasonably believe in good faith that he would be compensated for Defendants' unauthorized use of his *Comedians in Cars Getting Coffee*.

131. As alleged more fully in this Complaint, Defendants' conduct, which includes making knowingly false statements to Plaintiff regarding the status of the Project, was wrongful.

132. As a direct and proximate result of the wrongful conduct of Defendants, as alleged in this Complaint, Plaintiff has been and will be damaged in an amount to be ascertained at trial.

133. The wrongful conduct of Defendants, as described in this Complaint, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on by Defendants with a willful and conscious disregard of Plaintiff's rights, subjected Plaintiff to cruel and unusual hardship in conscious disregard of his rights, and was an intentional misrepresentation, deceit, or concealment of material facts known to Defendants with the intention to deprive Plaintiff of money, property, legal rights, or to otherwise cause injury, such as to constitute malice, oppression, or fraud.

**FIFTH CLAIM FOR RELIEF**  
**Fraudulent Misrepresentation**  
**(As to Defendants Seinfeld, Embassy Row, Comedians in Cars, Columbus 81, and Sony Pictures Television)**

134. Plaintiff realleges paragraphs 1 through 133 above and incorporates them by reference as if fully set forth herein.

135. During the course of the parties' relationship, Defendants misrepresented numerous facts to Plaintiff, including that Plaintiff would direct, be involved with, and receive compensation

for the Project and all future episodes, and that mouseROAR would receive all production services for the Project and all future episodes.

136. Upon information and belief, at the time Defendants represented these facts to Plaintiff, Defendants knew that these statements were false.

137. Upon information and belief, Defendants intended to induce Plaintiff to rely on the misrepresentations alleged herein so that Plaintiff would remain available to provide Plaintiff's copyrights and services to Defendants in connection with the Project should Plaintiff later decide to move forward with the Project.

138. Plaintiff relied on Defendants' misrepresentations, and such reliance was reasonable and justified based on the parties' course of dealing throughout their business relationship, pursuant to which Defendants regularly required Plaintiff to complete the work contemplated by accepted delivery of such work, and paid Plaintiff for such work.

139. As a proximate cause of Defendants' misrepresentations to Plaintiff, Plaintiff has incurred damages in an amount according to proof at trial, including damages as a result of his inability to mitigate these damages effectively due to Defendants' misrepresentations to Plaintiff regarding the exclusion of Plaintiff from the Project.

140. The wrongful conduct of Defendants, as described in this Complaint, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on by Defendants with a willful and conscious disregard of Plaintiff's rights, subjected Plaintiff to cruel and unusual hardship in conscious disregard of his rights, and was an intentional misrepresentation, deceit, or concealment of material facts known to Defendants with the intention to deprive Plaintiff of money, property, legal rights, or to otherwise cause injury, such as to constitute malice, oppression, or fraud.

**SIXTH CLAIM FOR RELIEF**  
**Negligent Misrepresentation**  
**(As to Defendants Seinfeld, Embassy Row, Comedians in Cars, Columbus 81, and Sony Pictures Television)**

141. Plaintiff realleges paragraphs 1 through 140 above and incorporates them by reference as if fully set forth herein.

142. During the course of the parties' relationship, Defendants misrepresented numerous facts to Plaintiff, including that Plaintiff would direct, be involved with, and receive compensation for the Project and all future episodes, and that mouseROAR would receive all production services for the Project and all future episodes.

143. Upon information and belief, at the time Defendants represented these facts to Plaintiff, they did not have reasonable grounds for believing the representations to Plaintiff to be true.

144. Upon information and belief, Defendants intended to induce Plaintiff to rely on the misrepresentations alleged herein so that Plaintiff would remain available to provide goods and services to Defendants in connection with the Project should Defendants later decide to move forward with the Project.

145. Plaintiff relied on Defendants' misrepresentations, and such reliance was reasonable and justified based on the parties' course of dealing throughout their business relationship, pursuant to which Defendants regularly required Plaintiff to complete the work contemplated by accepted delivery of such work, and paid Plaintiff for such work.

146. As a proximate cause of Defendants' misrepresentations to Plaintiff, Plaintiff has incurred damages in an amount according to proof at trial, including damages as a result of its inability to mitigate these damages effectively due to Defendant's misrepresentations to Plaintiff regarding the cancelation of the Project.

**SEVENTH CLAIM FOR RELIEF**  
**Unfair Competition Under New York Law**  
**(As to All Defendants)**

147. Plaintiff realleges paragraphs 1 through 146 above and incorporates them by reference as if fully set forth herein.

148. Plaintiff has invested substantial labor, skill, and expenditures in developing Plaintiff's Copyrights and the Project.

149. Defendants misappropriated Plaintiff's substantial labor, skill, and expenditure in bad faith by, *inter alia*, intentionally, knowingly, willfully, and maliciously using without authorization Plaintiff's Copyrights and marketing and distribution strategy for the Project in and for the Infringing Show for their own commercial advantage.

150. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer the disruption of business relationships and the loss of clients and potential clients, dilution of good will, misappropriation of his skills and expenditures, and devaluation of his valuable copyrights, benefits, and business.

151. Defendants' misappropriation of Plaintiff's substantial skills and expenditures has caused and will continue to cause Plaintiff substantial injury, including but not limited to, actual damages, lost profits, harm to his reputation, and the diminution of his valuable copyrights, benefits, and business. Defendants have been unjustly enriched by their misappropriation of Plaintiff's substantial skills and expenditures.

152. Defendants' misappropriation of Plaintiff's substantial skills and expenditures was intentional, knowing, willful, malicious, fraudulent, and oppressive. Plaintiff is entitled to an award of exemplary damages and reasonable attorneys' fees.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff demands judgment as follows:

1. Preliminarily and permanently enjoining Defendants, its employees, agents, officers, directors, attorneys, successors, affiliates, subsidiaries and assigns, and all those in active concert and participation with Defendants, from:
  - (a) reproducing, selling, distributing, performing or preparing derivative works of, or authorizing any third party to reproduce, sell, distribute, perform or prepare derivative works of the Infringing Show or any other item that infringes Plaintiff's rights;
  - (b) directly or indirectly infringing the Plaintiff's Copyrights or continuing to market, offer, sell, dispose of, license, lease, transfer, display, advertise, reproduce, develop or manufacture any works derived or copied from Plaintiff's *Comedians in Cars Getting Coffee* or Plaintiff's Copyrights or to participate or assist in any such activity;
  - (c) continuing to market, offer, sell, dispose of, license, transfer, exploit, advertise, promote, reproduce, develop, manufacture, import, or contribute to or actively participate in the marketing, offering, sale, disposition, licensing, transferring, exploiting, advertising, promotion, reproduction, development, manufacture or importation of any materials that bear, contain or incorporate any unauthorized copy or reproduction of Plaintiff's *Comedians in Cars Getting Coffee* or any work substantially similar thereto or derived therefrom;
  - (d) selling, using or authorizing any third party to sell or use any copy, simulation, confusingly similar variation, or colorable imitation of Plaintiff's *Comedians in Cars Getting Coffee* in any manner or form;
  - (e) imitating, copying or making any unauthorized use of Plaintiff's *Comedians in Cars Getting Coffee* or any copy, simulation, variation or imitation thereof;

- (f) registering or applying to register any copyright that infringes on or is likely to be confused with Plaintiff's Copyrights;
- (g) engaging in any other activity constituting an infringement of Plaintiff's rights;
- (h) aiding, assisting or abetting any other party in doing any act prohibited by sub-paragraphs (a) through (g).

2. Requiring Defendants to formally abandon with prejudice any and all applications to register any copyrights, and already registered copyrights, consisting of, or containing, any aspect of the Infringing Show either alone or in combination with other audiovisual elements, text, scripts, and/or images.

3. Requiring Defendants to cease immediately any use of the Infringing Show from all of their distributors wherever located in the U.S., and to direct all such distributors to cease forthwith the distribution of the Infringing Show, and to immediately remove the Infringing Show from public access.

4. Directing that Defendants abandon their current practice of infringing, misappropriating, and/or copying Plaintiff's Copyrights, and/or any original elements thereof, in connection with any businesses.

5. Directing that Defendants file with the Court and serve upon Plaintiff's counsel within thirty (30) days after entry of such judgment, a report in writing under oath, setting forth in detail the manner and form in which Defendants have complied therewith.

6. Awarding Plaintiff such damages as he has sustained or will sustain by reason of Defendant's' copyright infringement, breach of implied-in-fact contract, tortious interference with prospective business relations, misrepresentation, unjust enrichment, and unfair competition.

7. Awarding Plaintiff all gains, profits, property and advantages obtained or derived by Defendants from their acts of copyright infringement or, in lieu thereof, should Plaintiff so elect, such statutory damages as the Court shall deem proper, as provided in 17 U.S.C. § 504(c), including damages for willful infringement of up to \$150,000 for each infringement.

8. Awarding Plaintiff such exemplary and punitive damages as the Court finds appropriate to deter any future willful infringement.

9. Awarding Plaintiff his costs and disbursements incurred in this action, including his reasonable attorneys' fees, as provided in 17 U.S.C. § 505.

10. Awarding Plaintiff interest, including pre-judgment interest, on the foregoing sums.

**DEMAND FOR A TRIAL BY JURY**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury in this action.

Dated: June 22, 2018

Respectfully submitted,

/s/ Brian D. Siff  
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