

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

ALAN M. BLASSBERG,	X	
	:	
	:	Case No. 3:24-cv-02034-MPS
Plaintiff,	:	
	:	
v.	:	
	:	
LHAKPA SHERPA, NETFLIX, INC., SK	:	
GLOBAL ENTERTAINMENT, INC.,	:	
AVOCADO & COCONUTS PRODUCTIONS,	:	July 21, 2025
LLC, MAKEMAKE, LLC, and OBB MEDIA,	X	
LLC,		
Defendants.		

**DEFENDANT LHAKPA SHERPA’S ANSWER AND AFFIRMATIVE DEFENSES
TO PLAINTIFF’S AMENDED COMPLAINT**

Defendant Lhakpa Sherpa (“Sherpa” or “Defendant”), by her attorneys Robinson & Cole LLP, responds to Plaintiff Alan M. Blassberg’s (“Plaintiff”) Amended Complaint as follows:

PARTIES

1. Defendant Sherpa lacks sufficient knowledge to either admit or deny the allegations in paragraph 1.
2. Admitted.
3. Defendant Sherpa lacks sufficient knowledge to either admit or deny the allegations in paragraph 3.
4. Defendant Sherpa lacks sufficient knowledge to either admit or deny the allegations in paragraph 4.

5. Defendant Sherpa lacks sufficient knowledge to either admit or deny the allegations in paragraph 5.

6. Defendant Sherpa lacks sufficient knowledge to either admit or deny the allegations in paragraph 6.

7. Defendant Sherpa lacks sufficient knowledge to either admit or deny the allegations in paragraph 7.

JURISDICTION AND VENUE

8. Admitted

9. Admitted

10. Defendant Sherpa admits that venue is proper in this District pursuant to 28 U.S.C. § 1391.

FACTS

11. Admitted that Plaintiff and Defendant Sherpa signed a document dated August 28, 2014 which is attached to Plaintiff's original Complaint (Doc. No. 1-2) as Exhibit 2. Further answering, Defendant Sherpa states that this document is a written document whose terms speak for themselves. Defendant Sherpa denies the remaining allegations in paragraph 11.

12. Admitted that Plaintiff and Defendant Sherpa signed a document dated August 13, 2016, which is attached to Plaintiff's Amended Complaint, Doc. No. 27-1 as Exhibit A, page 3 of 4. Further answering, Defendant Sherpa states that the document terms speak for themselves. Defendant Sherpa denies the remaining allegations in paragraph 12.

13. Admitted that Plaintiff and Defendant Sherpa signed a document dated December 23, 2017, which is attached to Plaintiff's Amended Complaint, Doc. No. 27-1 as Exhibit A, page

4 of 4. Further answering, Defendant Sherpa states that the document terms speak for themselves. Defendant Sherpa denies the remaining allegations in paragraph 13.

14. Denied.

15. Denied.

16. Denied.

17. Admitted that Mountain Queen was shown at the Toronto International Film Festival on September 8, 2023.

18. Admitted.

19. Admitted.

FIRST COUNT – BREACH OF CONTRACT

20. Defendant Sherpa incorporates her answers to paragraphs 1 through 19.

21. Defendant Sherpa lacks sufficient knowledge to either admit or deny the allegations in paragraph 21.

22. Denied.

23. Denied.

24. Denied.

SECOND COUNT – BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

25. Defendant Sherpa incorporates her answers to paragraphs 1-24.

26. Defendant Sherpa states that the documents that plaintiff refers to as Contract One, Contract Two, and Contract Three are written documents whose terms speak for themselves. Further answering, Defendant Sherpa states that the allegations in paragraph 26 set

forth legal conclusions to which no response is required. To the extent a response is required, Defendant Sherpa denies the remaining allegations in paragraph 26.

27. Denied.

28. Denied.

THIRD COUNT – UNJUST ENRICHMENT

29. Defendant Sherpa incorporates her answers to paragraphs 1-28.

30. Denied.

31. Denied.

32. Denied.

33. Denied.

FOURTH COUNT – VIOLATION OF COPYRIGHT

34. Defendant Sherpa incorporates her answers to paragraphs 1-33.

35. Denied.

36. Defendant Sherpa states that the allegations in paragraph 36 set forth legal conclusions to which no response is required. To the extent a response is required, Defendant Sherpa denies the allegations in paragraph 36.

37. Defendant Sherpa denies the allegations in paragraph 37 to the extent they are directed to her.

38. Denied.

39. Defendant Sherpa denies the allegations in paragraph 39 to the extent they are directed to her.

40. Defendant Sherpa denies the allegations in paragraph 40 to the extent they are directed to her.

41. Denied.

42. Denied.

43. Defendant Sherpa denies the allegations in paragraph 43 to the extent they are directed to her.

44. Denied.

45. Denied.

46. Denied.

47. Denied

48. Denied.

49. Denied.

50. Denied.

51. Denied

52. Denied.

53. Denied.

54. Defendant Sherpa lacks sufficient knowledge to either admit or deny the remaining allegations in paragraph 54 and leaves Plaintiff to its proof.

55. Defendant Sherpa denies the allegations in paragraph 55 to the extent they are directed to her.

56. Denied.

57. Denied.

58. Denied.

59. Denied that Plaintiff is entitled to the relief sought.

FIFTH COUNT – VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT

60. Defendant Sherpa incorporates her answers to paragraphs 1-59.

61. Defendant Sherpa states that the allegations in paragraph 61 set forth legal conclusions to which no response is required. To the extent a response is required, Defendant Sherpa denies the allegations in paragraph 61 to the extent they are directed to her.

62. Denied.

63. Denied.

64. Defendant Sherpa lacks sufficient knowledge to either admit or deny the allegations in paragraph 64 and leaves Plaintiff to its proof.

Defendant Sherpa denies that Plaintiff is entitled to any of the relief demanded in the “WHEREFORE” clause.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The allegations in the Amended Complaint against Defendant Sherpa fail to state a cause of action upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff’s claims against Defendant Sherpa are barred by the statute of limitations.

THIRD AFFIRMATIVE DEFENSE

Plaintiff’s claims against Defendant Sherpa are barred by the doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

The provision in the alleged contracts prohibiting certain conduct within a year after the termination of the contracts are void non-compete clauses that are unenforceable and against public policy.

FIFTH AFFIRMATIVE DEFENSE

The defendant was fraudulently induced to sign the alleged contracts.

SIXTH AFFIRMATIVE DEFENSE

The claims in the First, Second, Third and Fifth Counts are preempted by federal law.

Respectfully submitted this 21st day of July, 2025.

DEFENDANT,
LHAKPA SHERPA

By: /s/ Stephen E. Goldman
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CERTIFICATION

This is to certify that on July 21, 2025, a copy of the foregoing was filed electronically. Notice of this filing will be sent by e-mail to all applicable parties by operation of the Court's electronic filing system.

/s/ Stephen E. Goldman
Stephen E. Goldman