

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

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|--------------------------------|---|----------------------------|
| ALAN M. BLASSBERG, | : | CASE NO. 3:24-cv-02034-MPS |
| <i>Plaintiff</i> | : | |
| | : | |
| v. | : | |
| | : | |
| LHAKPA SHERPA, NETFLIX, INC., | : | |
| SK GLOBAL ENTERTAINMENT, INC., | : | |
| AVOCADO & COCONUTS | : | |
| PRODUCTIONS, LLC, | : | |
| MAKEMAKE, LLC and | : | |
| OBB MEDIA, LLC, | : | |
| <i>Defendants</i> | : | JUNE 2, 2025 |

AMENDED COMPLAINT

Pursuant to Fed.R.Civ. P. 15(a)(2) and the parties' Report of Rule 26(f) Planning Meeting (Doc. 16), the plaintiff, Alan M. Blassberg, submits this Amended Complaint.

PARTIES

1. The plaintiff, Alan M. Blassberg, is an individual and resident of the State of California, with an [REDACTED]. The Plaintiff is a film producer and educator, and at all times mentioned herein was doing business as First Prize Productions.

2. The defendant, Lhakpa Sherpa, is an individual and resident of the State of Connecticut with [REDACTED]. The Defendant is an internationally recognized mountain climber.

3. The defendant, Netflix, Inc., is a Delaware corporation registered to do business in the state of Connecticut, with a principal place of business at 5808 W. Sunset Blvd., 11th Floor, Los Angeles, California.

4. The defendant SK Global Entertainment, Inc. (“SKG”), is a Delaware corporation registered to business in the state of Connecticut, with a principal place of business at 345 North Maple Drive, Suite 350, Beverly Hills, California.

5. The defendant, Avocado & Coconuts Productions, LLC (“ACP”), is a Delaware limited liability company with a principal place of business at 345 Maple Drive, Suite 350, Beverly Hills, California.

6. The defendant MakeMake, LLC, is a California limited liability company with a principal place of business 2308 Broadway, Santa Monica, California.

7. The defendant, OBB Media, LLC, is a Delaware limited liability company with a principal place of business at 155 N. La Peer Drive, West Hollywood, California.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) in that this case arises, in part under the laws of the United States pertaining to copyright.

9. This Court has supplemental jurisdiction over the Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367 in that said claim are so related to claims in the action within the Court’s original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

10. Venue is proper in this District under 28 U.S.C. § 1391(b)(2), and/or (b)(3), 28 U.S.C. § 1391(c)(1) and (c)(2), and 28 U.S.C. § 1400.

FACTS

11. On August 28, 2014, the Plaintiff and the Defendant entered into a contract whereby they agreed to develop and produce an original television, film, literary/digital media

concept concerning the Defendant's life and achievements as a mountain climber (the "**Concept**") with a working title of *Whiteface Mountain* ("**Contract One**"). Contract One provided, *inter alia*, that

- a. The term of the contract was for an eighteen-month period beginning August 28, 2014, (the "**Term**").
- b. The parties would work together to develop and market the Concept for sale, option and/or other disposition ("**Disposition**") to a network, distributor and/or third party production company or financier ("**Licensee**");
- c. Contract One would be for a period of eighteen (18) months from August 28, 2014, with the term of Contract One to be extended if Plaintiff was in significant good faith negotiations with a third party distributor through the conclusion of any such negotiations;
- d. During the term of Contract One neither party would negotiate or enter into any contract for a television, film, literary/digital media project substantially similar to the Concept, other than with the Plaintiff or party designated by the Plaintiff;
- e. Subject only to Licensee approval, the Plaintiff would serve in a producer capacity for the Concept, with a fee to be negotiated in good faith in accordance with the budget for each episode in accordance with industry standards.
- f. Any agreement with a Distributor ("**Development/Production Agreement**") would be subject to the approval of the Plaintiff, and the terms of Contract One would be extended for the duration of any Development/Production Agreement, and would be deemed approved by both parties should the Development/Production Agreement incorporate certain terms.

- g. For a period of twelve months following expiration of the Term, the parties agreed they would not enter into an agreement with respect to the development and/or production of any project similar in nature to the Concept unless the Plaintiff was also attached as Executive Producer on any such project.

12. On August 13, 2016, the Plaintiff and defendant Sherpa entered into an agreement whereby they agreed to extend the Term of Contract One through August 28, 2017, with all of the other terms and conditions of Contract One to remain in full force and effect (“**Contract Two**”).

13. On December 23, 2017, the Plaintiff and defendant Sherpa entered into an agreement whereby they agreed to extend the Term of Contract One, as amended by Contract Two, through December 23, 2018, with all of the other terms and conditions of Contract One to remain in full force and effect (“**Contract Three**”, and collectively with Contract One and Contract Two, the “**Contract**”) Copies of the Contract are attached hereto as **Exhibit A**.

14. On information and belief, the defendant Sherpa entered into an agreement, and/or took one or more steps and actions, to develop and/or produce a project similar in nature to the Concept with the defendant ACP and/or SKG on or before December 23, 2018, without the knowledge of the Plaintiff.

15. On information and belief, on or before December 23, 2018, and continuing thereafter, the defendant Sherpa, working with defendants Netflix, ACP, SKG, OBB and/or MakeMake did develop and produce a project similar in nature to the Concept in the form of a documentary/film that was eventually titled *Mountain Queen: The Summits of Lhakpa Sherpa* (“**Mountain Queen**”).

16. The Plaintiff first learned of defendant Sherpa's involvement with third parties in the development and/or production of a project similar in nature to the Concept in January 2022, prior to which he had no reason to believe that the defendant Sherpa had engaged in such activity.

17. On information and belief, *Mountain Queen* had its first publication at its "world premier" at the Toronto International Film Festival on September 8, 2023.

18. On July 31, 2024, defendant Netflix released *Mountain Queen* on its video streaming service.

19. Since its release, *Mountain Queen* has been nominated for and/or received numerous awards including second runner-up for the People's Choice Award for Documentaries at the Toronto International Film Festival, the Grand Prize at the 2024 Kendal Mountain Festival's International Film Competition, a 2024 Peabody Award, the 2025 Sports Emmy Award for Best Long Documentary, and nominations for an Academy Award and Producers' Guild Award.

FIRST COUNT – BREACH OF CONTRACT

20. Paragraphs 1 through 19 set forth above are hereby incorporated by reference as if fully set forth herein.

21. The Plaintiff invested considerable amounts of time and money in the performance of all conditions, covenants, promises and obligations in accordance with the terms of the Contract.

22. The defendant Sherpa materially breached the terms of the Contract when she entered into an agreement and/or took one or more steps and actions with one or more of the

defendants Netflix, ACP, SKG, OBB and/or MakeMake to develop, produce and/or publish *Mountain Queen*.

23. The defendant Sherpa materially breached the terms of the Contract when she entered into an agreement and/or took one or more steps and actions with one or more of the defendants Netflix, ACP, SKG, OBB and/or MakeMake to develop, produce and/or publish *Mountain Queen* without the Plaintiff being attached as an Executive Producer.

24. As a result of the defendant Sherpa's breach of the Contract, the Plaintiff has suffered damages and losses including but not limited to losing credit for the development and production of the Concept, loss of production rights to the Concept, injury to his professional reputation, loss of business opportunities and the monetary compensation he would have received in accordance with the terms of the Contract and commensurate with film industry standards.

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

25. Paragraphs 1 through 24 set forth above are hereby incorporated by reference as if fully set forth herein.

26. The Contract carries with it a covenant of good faith and fair dealing, giving rise to a duty that defendant Sherpa not do anything to injure the Plaintiff's right to recover the benefit he was entitled to under the terms of the Contract.

27. The defendant Sherpa's actions as described herein are in breach of the covenant of good faith and fair dealing with the Plaintiff.

28. As a result of the defendant Sherpa's breach of the covenant of good faith and fair dealing the Plaintiff has suffered damages and losses including but not limited to losing credit for the development and production of the Concept, loss of production rights to the Concept, injury

to his professional reputation, loss of business opportunities and the monetary compensation he would have received in accordance with the terms of the Contract and commensurate with film industry standards.

THIRD COUNT – UNJUST ENRICHMENT

29. Paragraphs 1 through 19 set forth above, are hereby incorporated by reference as if fully set forth herein.

30. The defendant Sherpa received financial and economic benefit from the time and effort expended by the Plaintiff to develop and/or produce the Concept.

31. The defendant Sherpa unjustly failed to pay the Plaintiff for the benefits she received by virtue of the Plaintiff's actions, and has therefore been unjustly enriched thereby.

32. As a result of the defendant Sherpa's unjust enrichment, the Plaintiff has sustained monetary damages.

33. It would be inequitable for the defendant Sherpa to retain the benefits of her unjust enrichment, and any such benefit should be paid over to the Plaintiff.

FOURTH COUNT – VIOLATION OF COPYRIGHT

34. Paragraphs 1 through 19, set forth above, are hereby incorporated by reference as if fully set forth herein.

35. Plaintiff is the owner and author of the Goddess of the Sky (Alternate Titles: Whiteface Mountain and The Snow Leopard) "text" (the "**Copyrighted Material**" or "**Outline**" or "**Blueprint**"), created and completed in early 2017, and duly registered with the United States Copyright Office on July 27, 2024 (Reg. No. PAu 4-233-632) prior to the release of *Mountain Queen* on July 31, 2024.

36. Given the uniqueness, originality and complexity of the Copyrighted Material's outline, scenes, themes, specific locations, and narrative structure, the substantial and specific similarities to *Mountain Queen*, which was released after the creation and completion of the Plaintiff's Copyrighted Material (2017), constitute "striking similarities" and "substantial similarities" within the meaning of the law.

37. Defendants, without authorization, license, or consent, copied, reproduced, publicly performed, displayed, and/or distributed substantial and protectable elements of Plaintiff's Copyrighted Material by creating and distributing *Mountain Queen*, a film incorporating original, and significant elements of the Copyrighted Material.

38. Defendants had access to the Copyrighted Material prior to the creation and release of *Mountain Queen* on July 31, 2024.

39. Defendants' employees, contractors, or affiliates viewed, were made aware of, or otherwise had access to the Copyrighted Material during the relevant time period.

40. Without authorization from Plaintiff, Defendants copied, reproduced, distributed, and/or publicly performed *Mountain Queen*, which copied and embodied Plaintiff's protected Copyrighted Material by creating and distributing it in over 190 countries.

41. Such actions constitute a violation of Plaintiff's exclusive rights under 17 U.S.C. § 106.

42. Defendants' actions were willful, deliberate, and in conscious disregard of Plaintiff's rights.

43. Moreover, Plaintiff asserts specific and sufficient evidence to refute any testimony or claim by Defendants that they lacked knowledge of the Copyrighted Material prior to the creation and release of *Mountain Queen*. This includes, *inter alia*, factual overlaps

between the Copyrighted Material and *Mountain Queen* that are too particular and distinctive to have arisen coincidentally.

44. Plaintiff's Copyrighted Material was in Defendant Lhakpa Sherpa's possession on or about April 18, 2017.

45. Defendants copied the Copyrighted Material making defendant Sherpa the subject and star of the film *Mountain Queen*, which was produced and distributed by the Defendants.

46. There are at least 63 substantial and striking similarities between the 2024 *Mountain Queen* and the 2017 Outline, which are fully set out in **Exhibit B** (109 pages with screenshots), attached hereto and incorporated herein by reference. By way of example, but without limitation, these examples include

- a. the first part of the opening Act of the film was lifted almost verbatim from the Copyrighted 2017 Outline. The opening scenes (Act 1 in the 2017 Outline) in the State of Connecticut appear in the 2024 *Mountain Queen* in the same place and in the same order as they do in the Copyrighted 2017 Outline;
- b. After *Mountain Queen* replicates Section 1A of the Outline created by the Plaintiff in 2017 with a "backstory montage" of Mount Everest, the Country of Nepal, and the star of the movie: Lhakpa Sherpa, the film, like the 2017 Outline Section 1B, begins with a shot of the Connecticut apartment where defendant Sherpa lives.
- c. The 2017 Outline states in Section 1C "Lhakpa interacts with her two daughters Sunny (12) and Shiny (9) (Mother and daughters bond) tighter than usual based upon the abuse they have all endured. Lhakpa is unable to help with their schoolwork as she is still learning to read and write. "Emotional resentments?"

The 2024 film then shows Lhakpa talking about her hardships and trauma with her daughters, which are strikingly identical to the 2017 Outline.

- d. Section 1F of the 2017 Outline states: “Dinner is pretty simple as Lhakpa makes \$400 per week, she can’t afford English lessons, school trips or any extras for that matter. Hard Living, but warm with familial love.” Where the 2024 *Mountain Queen* movie visually depicts the same financial struggles and familial warmth of Lhakpa's life, mirroring the Goddess of the Sky 2017 Outline's description of her as "hard living, but warm with familial love." This direct replication of the 2017 Outline exemplified by this scene, showing the preparation and eating of a basic family dinner, constitutes a clear and substantial appropriation of the 2017 Outline's original characterizations.
- e. *Mountain Queen* again mirrors the 2017 Outline that states in Section 1G “As the hours dwindle we feel just how tight the living quarters are. All three family members live in the same room.” As such, throughout the dinnertime sequence, the film highlights and emphasizes the cramped living conditions of the family, duplicating the 2017 Outline's depiction of their shared space.
- f. Next the 2024 *Mountain Queen* movie shows Lhakpa Sherpa walking and taking the bus to work at Whole Foods, and feeling free when she leaves, and thinking about Mount Everest. All of these elements are found in the 2107 Outline, specifically in Section 2A “Lhakpa walks everywhere, she doesn’t drive. Immigrant Angle -Timely-American dream is still alive and well, and in Section 2C “Lhakpa buses herself to work at Whole Foods where she washes dishes for 8 hours a day.”

- g. Section 3A of the 2017 Outline states “Back to the apartment after work, or walking to pick up the girls from school. There is no carpool.” In 2024 *Mountain Queen*, Lhakpa goes back to the apartment after her shift at Whole Foods. The film also references Lhakpa walking her daughters to school when they were younger. Although the 2017 Outline specified that the girls would have been approximately 12 and 9 years old at the time of writing, by the time the film was shot, they no longer required someone to walk them to school. However, the 2017 Outline details in Sections 3D, 3E, and 3F “All three live in fear of their father and ex-husband, and make sure to bolt the door. They look over their shoulders and are very aware of their surroundings just in case he comes back”; “George threatened to kill them all. We get the picture of how bad life was for Lhakpa and the children”; and “Abusive relationship, no money to get away, emotionally and physically trapped in a foreign country. She didn’t leave him for 10 years. Why?” So, even though the girls had aged (and even with the likely death of the children’s father: George Dijmarescu, which would have eliminated this threat), the producers of 2024 *Mountain Queen* chose to retain these key and distinct elements, further demonstrating a substantial reliance on the original 2017 Outline’s creative choices.
- h. Continuing on, Section 4A states “Jennifer Lopez works at the Connecticut Women’s Shelter. She was/is Lhakpa’s counselor, friend and over all savior. Jennifer actually hid the children and Lhakpa from George. She has been by Lhakpa’s side since they met.” Just as in the 2017 Outline, Jennifer Lopez is also interviewed in 2024 *Mountain Queen*, where she is characterized and presented

by the filmmakers almost identically to how she was depicted in the Plaintiff's 2017 Outline.

- i. In Section 5B, the 2017 Outline states "Emotional good byes to the children as she leaves them for 2 months." Then the 2024 *Mountain Queen* movie captures the heartfelt farewells between Lhakpa and one of her children as she prepares to leave her for two months, aligning closely with the 2017 Outline's original articulation of this scene. Also, Section 5E "THE CONVERSATION about potential death" just as planned in the 2017 Outline, takes place in the 2024 *Mountain Queen* movie.
- j. In Act 2, Section 6B states "She never trained (Potential shoot of a training session with sponsor gear)." Just as in the 2017 Outline, there is a strikingly similar training session with likely sponsored gear featured prominently in *Mountain Queen*.
- k. Section 8B states "Physical and emotional walls" which is reflected in the movie where while traveling to Mount Everest, Lhakpa recounts her "emotional walls" of her past relationship with her ex-husband George. *Mountain Queen* also substantially details in a similar manner the 2017 Outline's focus on her troubled emotional relationship in addition to the actual physical challenges of climbing the mountain itself (the "physical wall").
- l. Section 9G of the 2017 Outline states "Potential climber Profiles-Melissa Arnot (climber who is one summit less than Lhakpa)-Dave Watson who knew Lhakpa's ex-husband. He witnessed the abuse firsthand." In 2024 *Mountain Queen*, just as planned in the 2017 Outline, Dave Watson, George Dimarescu's climbing partner

and best friend is interviewed. But Mr. Watson did not speak about his dead friend's abusive behavior. Instead the abuse narrative, as set-out in the 2017 Outline, was provided for in the film by climber and author Michael Kodas, an eyewitness to the abusive behavior, where all three had been on the same 2004 Connecticut-based Mount Everest climbing expedition.

- m. In the 2017 Outline, Act 3 Section 14A states "Meeting her daughters and sister back in Katmandu-celebratory tears-hugs that last a lifetime" In 2024 *Mountain Queen*, the celebration is substantially similar and mirrors the 2017 Outline except it takes place at Base Camp, because one of Lhapka's daughters went to Base Camp with her versus staying in Kathmandu as originally planned in the 2017 Outline.
- n. Section 14B "Celebration ensues-Press potential from all outlets-World Record Breaking climb" where in 2024 *Mountain Queen*, as planned and codified in the 2017 Outline, immediately after Lhapka's climb, the press coverage is shown in Kathmandu. Section 14D of the 2017 Outline also states "Lhapka's parents have never met their grandchildren." Although this apparently did not make the final cut of the 2024 *Mountain Queen*, social media was published in 2019 on Instagram (which demonstrates the Defendants copied the 2017 Outline in their publishing) where the Defendants state they shot film footage in fall of 2019 of 1) Lhapka's daughters journeying to their grandmother's remote village; and 2) Lhapka's Mother meeting her grandchildren for the first time (which was shot during the Plaintiff's Contract Period with the Defendant). In addition, in January 2020 and April 2020, the Defendants again published statements and pictures on

Instagram social media that substantially and strikingly copy the 2017 Outline.

This specific film footage, as verified by these public Instagram posts, was planned for in the 2017 Outline and discussed in various emails between the Plaintiff and Defendant Lhakpa Sherpa on March 29, 2018 (See email correspondence, attached hereto as **Exhibit C**).

- o. Section 15A from the 2017 Outline sets the scene of “Back to her humble life off the mountain.” The “unknown hero” (as she is called in Section 1E) returns to Connecticut to her humble life off the mountain shown in the beginning of the film. Now bookended, just like as planned and articulated in the 2017 Outline, the *Mountain Queen* viewer again sees Lhakpa taking the bus and going to Whole Foods to work, which is substantially and strikingly similar to Plaintiff’s copyrighted work. Sections 15B “Talking/Showing slides of the expedition to students at her daughter’s school” and 15C where “Both daughters beam with pride” where slides of the climbing expedition being shown to students at her daughter’s school were replaced with Lhakpa receiving a reward. Otherwise, *Mountain Queen* mirrored this scene in the 2017 Outline to a tee. Lhakpa’s daughters are shown beaming with pride as her exploits of her climbing are being talked about on stage. Lhakpa receives a standing ovation and walks off the stage. We then see a woman speaking with Lhakpa. The woman tells her what an inspiration she is and that her family’s company is going to sponsor her for any climb or expedition she wants. This was Lhakpa’s dream in the same exact sequence that was detailed in the 2017 Outline.

p. Section 15D states “Sponsor giveaway potential” and in 2024 *Mountain Queen*, a sponsor comes out of the woodwork at the end of the film, just as planned for in the 2017 Outline. Lastly, Section 15E details a “Happy ending” where, in 2024 *Mountain Queen*, there is the same exact Happy ending where Lhakpa gets her new sponsorship offer to climb anywhere she wants.

47. All of these elements, with many others, shown in Exhibit B, all of which are incorporated herein by reference, appeared in 2024 *Mountain Queen* after Defendant Sherpa received Plaintiff’s Copyrighted Material. This striking similarity underscores the unmistakable copying of this critical narrative and visual elements from Plaintiff’s work.

48. The recurrence of this highly specific and thematically integral narrative detail—used throughout the film, is evidence of the fact that Defendants had access to, and followed, Plaintiff’s Copyrighted Material when developing *Mountain Queen*.

49. The strikingly parallel depiction and sequencing of Lhakpa Sherpa’s lifestyle and activities involving her summiting Mount Everest - first appearing in the Plaintiff’s 2017 Copyrighted Outline and then in the 2024 *Mountain Queen* is neither incidental nor coincidental and could only have been derived from Plaintiff’s Copyrighted Materials.

50. There are tens of examples of infringements from the Copyrighted 2017 Outline, which are more fully set forth and incorporated by reference in Exhibit B.

51. These narrative parallels, particularly the idiosyncratic use of a timeline of events which parallel between 2024 *Mountain Queen* and the 2017 Goddess of the Sky Outline, are unique and complex enough to render the similarities between Plaintiff’s Outline and Defendants’ movie substantially striking. The specificity and sequencing of these elements preclude the possibility of coincidence, independent creation, or reliance on a common source.

52. Plaintiff alleges that Defendants' conduct was knowing, intentional, willful, and in conscious disregard of Plaintiff's exclusive rights, and Defendants continue to infringe Plaintiff's copyright by streaming and distributing *Mountain Queen* globally without license or legal entitlement.

53. Without any authorization, permission, consent, or license from Plaintiff, Defendants' publicly perform, publicly display, and distribute this unauthorized adaptation of Plaintiff's Copyrighted Material to users of Defendant Netflix's website and subscription-based streaming platform by making *Mountain Queen* available as part of Defendant Netflix's content library and programming, thereby infringing Plaintiff's exclusive rights under 17 U.S.C. § 106.

54. At no time did Plaintiff license, authorize, permit, or consent to Defendants' reproducing, adapting, distributing, publicly displaying, or publicly performing any of Plaintiff's Copyrighted Material in any film or other medium.

55. Nevertheless, Defendants have produced, reproduced, made, streamed, and/or distributed, and continues to stream and distribute, an unauthorized adaptation of Plaintiff's Copyrighted Material in the form of *Mountain Queen*, making it available for public display and public performance around the clock every day via a global streaming platform and a worldwide subscriber base. Nevertheless, Defendants have produced, reproduced, made, sold, distributed, and/or continues to stream and distribute, an unauthorized adaptation of Plaintiff's Copyrighted Material in the form of *Mountain Queen* thereby infringing Plaintiff's exclusive rights under 17 U.S.C. § 106.

56. As a direct and proximate result of Defendants' unauthorized reproduction, public performance, and distribution of Plaintiff's Copyrighted Material, Plaintiff has suffered and continues to suffer significant economic, reputational, and personal harm.

57. Plaintiff's injuries include, but are not limited to:

- a. lost income and licensing fees;
- b. loss of market value of the Copyrighted Material;
- c. harm to reputation and goodwill;
- d. dilution of the Copyrighted Material's value; and
- e. financial, reputational, and professional consequences directly resulting from Defendants' actions.

58. As a result of Defendants' unlawful conduct, Plaintiff is entitled to an award of actual damages and profits attributable to the infringement, or alternatively; statutory damages pursuant to 17 U.S.C. § 504(c).

59. Plaintiff also seeks injunctive relief, attorneys' fees, and costs pursuant to 17 U.S.C. § 505.

FIFTH COUNT – VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT

60. Paragraphs 1 through 59, set forth above, are hereby incorporated by reference as if fully set forth herein.

61. At all relevant times herein, the Defendants were engaged in trade or business as those terms are defined in the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§42-110a, et seq. (“CUTPA”).

62. The unlawful and improper actions of the Defendants, as described herein, constitute unfair and deceptive acts or practices in the conduct of a trade or business in violation of CUTPA for one or more of the following reasons:

- a. The Defendants' acts and/or practices were deceptive in that they have a tendency and capacity to deceive;

- b. The Defendants' acts and/or practices violate public policy as it has been established by statutes, common law or otherwise, including, inter alia, public policies against breaching contracts, breaching the covenant of good faith, unjust enrichment, and violation of the plaintiff's copyrights;
- c. The Defendants' acts and/or practices are immoral, unethical and/or unscrupulous; and/or
- d. The Defendants' acts and/or practices have caused substantial injury to the Plaintiff.

63. As a result of the foregoing, the Plaintiff has suffered and, if the relief sought herein is not granted, will continue to suffer an ascertainable loss of money and/or property.

64. Pursuant to Conn. Gen. Stat. § 42-11g(c), a copy of this Amended Complaint the has been mailed to the Connecticut Office of the Attorney General and the Connecticut Commissioner of Consumer Protection.

WHEREFORE, the Plaintiff demands as follows:

As to all counts:

- 1. Compensatory damages; and
- 2. Such further legal and equitable relief as the Court deems proper.

As to the Fourth Count:

- 1. That the Defendants their affiliates, agents, and employees be permanently enjoined from infringing Plaintiffs' copyrights in and to the Plaintiff's copyrighted works, pursuant to 17 U.S.C. § 505;

2. That the Plaintiff be awarded all direct or indirect profits of Defendants, the damages to Plaintiff and any other monetary advantage gained by Defendants through the infringement, the exact sum to be proven at the time of trial;
3. Statutory damages pursuant to 17 U.S.C. § 504(c).
4. That the Plaintiff be awarded the costs of this action and reasonable attorneys' fees pursuant to 17 U.S.C. § 505.

As to the Fifth Count:

1. Punitive damages pursuant to Conn. Gen. Stat. § 42-110g(a); and
2. Costs and reasonable attorneys' fees pursuant to Conn. Gen. Stat. § 42-110g(d).

ALAN M. BLASSBERG

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CERTIFICATE OF SERVICE

I hereby certify that on June 2, 2025, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by email to all parties by operation of the Court's electronic filing system as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

/s/ Joseph B. Burns
Joseph B. Burns