

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

G. WILLIAM HUNTER,

Plaintiff,

-against-

LEBRON JAMES SR., DRAKE A/K/A AUBREY
GRAHAM, STRYKER-INDIGO PUBLISHING CO.,
INC., GEORGE FOSTY, DARRIL FOSTY,
MAVERICK CARTER, FUTURE A/K/A ADEL
NUR, FIRST TAKE ENTERTAINMENT, LTD., THE
SPRINGHILL COMPANY, LLC,
UNINTERRUPTED CANADA, INC., and
DREAMCREW ENTERTAINMENT INC.,

Defendants.

Index No.:

SUMMONS

Plaintiff designates New York
County as the place of trial

The basis of venue is residence
In New York County

To the above-named defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on plaintiff's attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York), and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York

September 4, 2022

DAVIDOFF HUTCHER & CITRON LLP

By: /s/ Larry Hutcher

Larry Hutcher

Ashwini Jayaratnam

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COMPLAINT

Plaintiff, G. William Hunter (“Plaintiff” or “Hunter”), by and through his attorneys, Davidoff Hutcher & Citron, LLP, brings the following Complaint against defendants LeBron James Sr. (“LeBron”), Drake a/k/a Aubrey Graham (“Drake”), Stryker-Indigo Publishing Co., Inc. (“Stryker Indigo”), George Fosty, Darril Fosty, Maverick Carter (“Carter”), Future a/k/a Adel Nur (“Future”), First Take Entertainment, Ltd. (“First Take”), The SpringHill Company, LLC, Uninterrupted Canada, Inc., and Dreamcrew Entertainment (collectively, the “Defendants”). The allegations of the Complaint are based on the knowledge of Plaintiff, and on information and belief, including the investigation of counsel and review of publicly available information.

Preliminary Statement

1. While the defendants LeBron James, Drake and Maverick Carter are internationally known and renowned in their respective fields of basketball and music, it does

not afford them the right to steal another's intellectual property. Yet that is exactly what occurred herein. These parties, acting in concert with the other defendants have violated Plaintiff's exclusive rights to develop a motion picture based on the highly valuable book entitled: "Black Ice: The Lost History of the Colored Hockey League of the Maritimes, 1895-1925" (the "Property").

2. This action seeks relief to address Defendants' egregious conduct which has caused Plaintiff significant damage.

3. Plaintiff owns the worldwide license to produce, among other things, any "motion picture" or "other audiovisual adaptation" of the Property.

4. Not content having received \$265,000 from Plaintiff, the defendant authors of the Property entered into another agreement to sell the very same rights already owned and controlled by Plaintiff.

5. When Plaintiff learned of this and confronted the authors, they misled Plaintiff about the competing venture until very recently, when they speciously claimed that the competing venture did not violate Plaintiff's exclusive worldwide license since the competing project was a "documentary." This claim is meretricious.

6. A documentary is still a "motion picture" and an "audiovisual adaptation," and any claim to the contrary is absurd and made in bad faith.

7. The authors, George Fosty and his brother Darril Fosty, along with their publishing company Stryker Indigo, are liable for all damages stemming from their wrongful double-sale of the rights Plaintiff owns in the Property.

8. The other defendants, including Lebron James and Drake, were aware that they were purchasing an option and to make a movie based on rights that were already sold to

Plaintiff, but they decided to move forward by overpaying for a sliver of the rights already sold to Plaintiff.

9. Upon information and belief, the competing movie is scheduled to premiere on September 10, 2022 at the Toronto International Film Festival.

10. This action merely seeks redress for these egregious wrongs.

Parties

11. Plaintiff G. William Hunter is an individual residing in the State and County of New York.

12. Defendant LeBron James, Sr. is an individual residing in the state of California.

13. Defendant Drake is an individual residing in Ontario, Canada.

14. Defendant Maverick Carter is an individual residing in the state of California.

15. Defendant Adel Nur is an individual residing in the state of California.

16. Defendant Stryker Indigo Publishing Co., Inc. is a New York Corporation, that is headquartered in Nassau County and whose Chief Executive Officer is George Fosty.

17. Defendant George Fosty is an individual residing in the state of New York and the County of Nassau.

18. Defendant Darril Fosty is an individual residing in the state of New York and the County of Nassau.

19. Defendant First Take Entertainment Ltd., is a corporation organized under the laws of Canada, and is headquartered in Ontario, Canada.

20. Defendant The SpringHill Company, LLC is a foreign limited liability corporation organized under the laws of California, and is headquartered in Los Angeles, California.

21. Defendant Uninterrupted Canada, Inc., is a corporation organized under the laws of Canada, and is headquartered in Toronto, Ontario, Canada. It is the first international expansion of Uninterrupted, founded by LeBron James and Maverick Carter, and is led by Scott Moore (who is the company's Chief Executive Officer) and Vinay Virmani (who is the company's Chief Content Officer).

22. Defendant Dreamcrew Entertainment, Inc. is a foreign corporation organized under the laws of Delaware, and is headquartered in Los Angeles, California. Dreamcrew Entertainment, Inc. is a co-venture between Drake and Future.

Jurisdiction and Venue

23. This Court has jurisdiction over Defendants pursuant to CPLR 302(a) since Defendants regularly transact business within the State of New York, and the Agreement that is the subject of this action was negotiated, made, and accepted in the state of New York. Further, the Agreement expressly provides that it "is made in the State of New York, and shall be governed by, and construed in accordance with, the laws of that State applicable to contracts made and entirely performed therein." *See* Agreement, § 12(d). Further, the wrongful acts including negotiation of the second option agreement for the Accused Work (as defined below), occurred in New York, with parties based in New York.

24. Venue is proper in New York County pursuant to CPLR 503(a) in that Plaintiff resides in the County of New York and this litigation concerns a contract formed in the County of New York.

Facts

The Black Ice Book

25. Defendant George Fosty is a Canadian-born historian and author who is the President and CEO of defendant Stryker Indigo, a publishing company based in New York.

26. George Fosty's brother is defendant Darril Fosty, a Canadian-born sports writer, author and documentarian.

27. In 2008, the Fostys co-authored the Property.

28. The Fostys self-published the Property through their publishing company, defendant Stryker Indigo.

29. The Property described and set forth the nearly lost story of Black involvement in ice hockey in Canada in the late 19th and early 20th century.

30. The Property revealed the history of the "Colored Hockey League of the Maritimes" (hereinafter, the "League"), an all-Black ice hockey league founded in Nova Scotia in 1885 which featured teams from across Canada's Maritime Provinces. The League lasted until around 1930. Over 400 Black Canadian players participated in the League.

31. The League proved to be a pivotal driving force for the equality of Black Canadians.

32. The Property was not widely distributed, but it was well-received. It was featured on Oprah.com "Books That Made a Difference."

33. Shortly after publication, the Fostys produced and directed a short documentary about the League and the Property which was featured on ESPN.

34. The Fostys' short documentary film was the winner of the Best Documentary Short at the 2008 Roxbury Film Festival in Boston, which raised its profile.

35. The Fostys were also honored by the Shaka Franklin Foundation for the Property and their ongoing efforts to preserve Black history, received teaching awards from George Washington University in 2011, and in 2020 received the John G. Dennison Award by the Black History Ottawa board for the promotion of Canadian Black history and culture.

36. While the Property had not yet reached a wider audience, it had the potential to be a cultural milestone. The existence of the League had essentially been forgotten, and Plaintiff recognized the potential the Property had. Plaintiff purchased the option to own the exclusive license to any movie or audiovisual adaptation of the Property so that the history of the League could be shared with the general public.

The Option Agreement

37. Plaintiff William Hunter is the former United States Attorney for the Northern District of California, appointed by President Carter in 1977. He also served as the Executive Director of the National Basketball Players Association (“NBPA”) from 1996 through 2013, an era where the popularity and profitability of the NBA exploded.

38. After Hunter retired from the NBPA, he turned to his passion of pursuing social and racial justice.

39. To that end, Hunter became aware of the Property and sought to produce a movie based on it to bring its heartening story to the masses and make it part of the cultural zeitgeist.

40. Hunter and the Fostys entered into negotiations concerning a movie adaptation of the Property, which eventually was memorialized in an Option Agreement (the “Agreement”) dated as of March 25, 2019, between Hunter on the one hand, and the Fostys and Stryker (the Fostys and Stryker, collectively, the “Authors”) on the other hand.

41. The Agreement granted to Hunter an option to purchase the worldwide and exclusive license to develop and produce, among other things, any “motion picture, television series” or “other audiovisual adaptation” of the Property.

42. Specifically, the Agreement provides that Hunter owns “an option to obtain the exclusive, worldwide rights to develop and produce the motion picture, television series, video game(s), digital, multimedia, and merchandising (specific to a [subsequent] agreement...), theatre and/or other audiovisual adaptation of the Work.”

43. Hunter paid the Authors \$10,000 – the agreed-upon consideration – upon the execution of the Agreement, which provided Hunter with a two-year exclusive right to exercise his option to purchase rights regarding the Property.

The Accused Work in Violation of the Agreement

44. About 18 months later, in October 2020, Hunter received a phone call from George Fosty who disclosed to Hunter that the Fostys had been approached by other producers who wanted to produce a documentary based on the Property.

45. George Fosty asked Hunter to participate in a Zoom call with Vinay Virmani and Scott Moore of First Take Entertainment, Ltd., a film production company.

46. On that Zoom call, Messrs. Virmani and Moore confirmed that they were seeking the rights to produce a movie based on the Property.

47. Messrs. Virmani and Moore represented that they had received partial funding from the Canadian Film Fund and that they were working with Lebron James and Springhill Entertainment.

48. During that call, George Fosty explained to Messrs. Virmani and Moore that Hunter possessed an option to purchase the exclusive rights to produce any audiovisual adaptation of the Property.

49. The purpose of that Zoom call was to afford Messrs. Virmani and Moore and their backers the opportunity to buy Hunter's option so that they could produce a movie based on the Property instead of Hunter.

50. On that Zoom call, Hunter unequivocally stated that this was a passion project of his, and he had no interest in selling his exclusive option or any portion of his rights.

51. Shortly thereafter, Hunter heard a rumor that the Fostys had ignored him and had entered into an agreement with Messrs. Virmani and Moore along with LeBron James and Drake which would allow them to produce a movie based on the Property.

52. Hunter contacted the Fostys to ask if the rumor was true, but the Fostys ignored Hunter's request.

53. Since the Fostys had not responded to his inquiries about the Property, Hunter presumed that the rumor was false and that if the other parties wanted to pursue their own movie adaptation of the Property, they would reach out to him.

54. Plaintiff extended his option under the Agreement for another year by making a payment of \$5,000 within the initial two-year license period, on February 1, 2021. This extended the option through March 25, 2022.¹

55. In or about September 2021, Hunter learned that LeBron James, his production company Springhill Entertainment, Drake, his production company Dream Crew Productions,

¹ Whether the COVID-19 Pandemic extended Plaintiff's rights for an additional period under a force majeure clause is unresolved.

and two other groups called Uninterrupted of Canada and First Take Entertainment were partnering to create a documentary movie based on the Property.

56. At that time, Hunter found a news article from the Canadian Broadcasting Company dated July 30, 2021 that revealed that Drake would be the executive producer for “*Black Ice*, a feature-length documentary that explores the history, influence and racialized journey of Black Hockey players.” The article can be found [here](#).

57. Hunter learned that the planned movie would be written by Hubert Davis, a prominent and Academy-Award nominated Canadian filmmaker (the competing movie, the “Accused Work”).

58. Through counsel, Hunter wrote a letter to George Fosty dated November 1, 2021 noticing the Authors that any potential production of the Accused Work was a blatant violation of the Agreement since it violated his exclusive, worldwide rights to any audiovisual adaptations of the Property.

59. The November 1, 2021 notice of breach letter demanded that the Authors abide by the Agreement and rectify any breaches thereunder.

60. The Authors did not respond to that November 1, 2021 notice of breach, leading Hunter to understand that the Accused Work would not move forward.

61. Believing that his exclusive rights to produce any audiovisual adaptations of the Property remained intact, Hunter exercised his contractual rights under the option.

62. Specifically, the Agreement provided that if Hunter paid the Authors an additional \$250,000 within the option period (before March 25, 2022), then Hunter would own the exclusive, worldwide rights to any audiovisual adaptations of the Property.

63. Hunter paid the Authors \$250,000 on February 15, 2022, which they accepted without objection.

64. The effect of that payment was that Hunter owned the exclusive worldwide rights to the Property.

65. Unbeknownst to Hunter though, the news articles concerning an alternative sale of those rights appeared to be true.

66. Upon information and belief, the Authors entered into a separate agreement to sell the exclusive rights to produce a “documentary” movie based on the Property to the group that included Lebron James and Drake.

67. Specifically, through news reports, in August 2022, Hunter learned that Lebron James, Maverick Carter, Springhill Entertainment, Drake, Abel “Future” Nur, Dream Crew Productions, First Take Entertainment, and Uninterrupted of Canada, planned to premier a documentary based on the Property at the Toronto International Film Festival on September 10, 2022, followed by another showing at the Calgary International Film Festival in October 2022.

68. Hunter reached out to the Authors to learn what the facts were and was told by George Fosty, in sum and substance, that the Accused Work did not violate the Agreement since it was a “documentary” which is purportedly outside the scope of the Agreement.

69. That self-serving interpretation of the Agreement is not only clearly wrong, but the mere assertion was made in bad faith as the Agreement absolutely covers the exclusive, worldwide right “to develop and produce,” among other things, any “motion picture” or all “audiovisual adaptations” of the Property, including documentaries like the Accused Work.

70. The claim that a documentary movie is not a “motion picture” or “other audiovisual adaptation” is absurd.

71. As such, Hunter seeks monetary damages and an accounting of same from the Defendants stemming from their breach of and tortious interference with the Agreement, as specified in the causes of action asserted below.

FIRST CAUSE OF ACTION

(Breach of Contract)

Against Stryker-Indigo Publishing Co., Inc., George Fosty, and Darril Fosty

72. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

73. On March 25, 2019, Plaintiff entered into the Agreement with the Authors: Stryker Indigo, George Fosty, and Darril Fosty. The Agreement constituted a valid and binding contract between the parties.

74. The Agreement granted Plaintiff the option to purchase “the exclusive worldwide rights to develop and produce the motion picture, television series, video game(s), digital multimedia, and merchandising (specific to a pending agreement with the Colored Hockey League, LLC), theatre and/or other audiovisual adaptation of” the Property. *See* Agreement, § 1.

75. Specifically, upon the payment of \$10,000, Plaintiff secured the option to purchase the exclusive license to develop and produce any audiovisual adaptation of the Property, for the 24-month period following the date of the Agreement, *i.e.* until March 25, 2021. Moreover, Plaintiff had the right to extend this option to March 25, 2022, upon the payment of an additional \$5,000. *See* Agreement, § 3.

76. Upon the signing of the Agreement, Plaintiff paid the Authors the sum of \$10,000 pursuant to Section 3 of the Agreement.

77. Plaintiff then embarked on his quest to secure investment for a motion picture based upon the Property.

78. On February 1, 2021, Plaintiff paid the Authors an additional \$5,000, electing to extend his option for another 12 months, *i.e.* to March 25, 2022. Plaintiff's letter accompanying the \$5,000 informed the Authors that Plaintiff had garnered intense interest in a movie adaptation of the Property and was gathering financing for the project. The Authors accepted Plaintiff's payment of \$5,000, without objection.

79. As Plaintiff began intensifying his efforts to produce his film, he learned, in or about September 2021, that First Take, Lebron, Drake, Future, Carter, The SpringHill Company, Uninterrupted Canada, and Dreamcrew Entertainment, were partnering on a documentary based on the Property, that would be titled "Black Ice."

80. Plaintiff immediately retained counsel, who issued a "Cease and Desist" letter to the Authors dated November 1, 2021.

81. The Authors did not respond to the "Cease and Desist" letter and Plaintiff considered the matter resolved.

82. On February 15, 2022, Plaintiff exercised his option to purchase the exclusive license to develop and produce any audiovisual adaptation of the Property, paying the Authors \$250,000, pursuant to section 4 of the Agreement. Upon this payment, Plaintiff owned all media rights with respect to the development of any audiovisual adaptation of the Property.

83. The Authors accepted Plaintiff's payment of \$250,000, without objection.

84. On or about August 15, 2022, Plaintiff learned that Lebron, Drake, Future, Carter, First Take, The SpringHill Company, Uninterrupted Canada, and Dreamcrew Entertainment, had in fact created the Accused Work, a purported documentary based on the Property, titled Black Ice, that was set to premiere at the Toronto International Film Festival on September 10, 2022, as well as the Calgary International Film Festival in October 2022.

85. Publicity for the Accused Work makes certain that it is based on the Property.²

² For example, on October 27, 2021, the [Toronto Star](#) reported that “[t]he filming is for a new documentary based on the book Black Ice: The Lost History of the Colored Hockey League of the Maritimes, 1895-1925, which was published in 2004 by brothers George and Darril Fosty.”

Also on October 27, 2021, the [Halifax Examiner](#) reported “[t]he filming is for a new documentary based on the book Black Ice: The Lost History of the Colored Hockey League of the Maritimes, 1895-1925, which written by brothers George and Darril Fosty, and published in 2004.”

In a September 7, 2021 interview with the [Canadian Broadcasting Company](#), Hubert Davis (the director) stated that the documentary was based on the Property.

A few weeks ago, [Movieweb](#) reported on August 18, 2022, that the film “is based on Darril and George Fosty’s 2004 book *Black Ice: The Lost History of the Colored Hockey League of the Maritimes, 1895-1925*.”

In an interview published on [6ix.Buzz](#) on August 15, 2022, director Hubert Davis responded to a question “When did you first learn about George and Darril Fosty’s book ‘Black Ice’ that the documentary is based on? What detail stuck with you?” with the answer, “[t]he project got brought to me by Charles Officer, who is also a filmmaker. He read the book and brought it to Vinay Virmani [who tried to buy the rights from Plaintiff], who is the producer of Black Ice.” Defendant Darril Fosty promoted that interview on his [Twitter](#) account.

Hubert Davis also gave an interview on a [Canadian news program](#) stating that the Accused Work was based on the Property. Defendant Darril Fosty promoted that interview on his [Twitter](#) account also.

Darril Fosty also [tweeted](#) on July 29, 2021, “So excited to have my book rights optioned for this documentary.”

86. By selling the same rights owned by Hunter to other parties, the Authors materially breached the Agreement.

87. Plaintiff fully performed its obligations under the Agreement.

88. As a direct result of the Authors' breach of contract, Plaintiff has suffered damages in an amount to be determined at trial, but in any event no less than \$10,000,000.

SECOND CAUSE OF ACTION

(Breach of the Covenant of Good Faith and Fair Dealing)

Against Stryker-Indigo Publishing Co., Inc., George Fosty, and Darril Fosty

89. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

90. The Agreement constitutes a binding contract between Plaintiff, on the one hand, and the Authors, on the other.

91. The mutual exchange of promises in the Agreement was sufficient consideration.

92. Plaintiff fully performed his obligations under the Agreement.

93. The Agreement contained the implied covenant of good faith and fair dealing.

94. The Authors breached the implied covenant of good faith and fair dealing by interfering with the exclusive worldwide rights granted to Plaintiff to develop and produce any "movie" or "audiovisual adaptation" of the Property.

95. Specifically, upon information and belief, the Authors have explicitly assisted in the production and development of the Accused Work providing consultation services, writing assistance, and marketing rights to LeBron, Drake, Future, Maverick Carter, First Take Entertainment, Ltd., The SpringHill Company, Uninterrupted Canada, and Dreamcrew Entertainment.

96. As a result, Plaintiff has suffered damages in an amount to be determined at trial, but in any event no less than \$10,000,000, including but not limited to those resulting from lost revenues and profits as a result of the Authors' actions.

THIRD CAUSE OF ACTION
(Tortious Interference With a Contract)
Against Lebron, Drake, Future, Maverick Carter, First Take Entertainment, Ltd., The SpringHill Company, Uninterrupted Canada, and Dreamcrew Entertainment

97. Plaintiff incorporates by reference and re-alleges each and every allegation set forth above, as though fully set forth herein.

98. In or about 2020, Lebron James and Maverick Carter, operating through their companies The SpringHill Company, LLC and Uninterrupted Canada, sought to produce a movie based upon the Property.

99. LeBron and Carter enlisted Virmani (who is the Chief Content Officer of Uninterrupted; and a Producer for First Take) and Moore (the Chief Executive Office of Uninterrupted Canada; and a Producer for First Take) to negotiate the right to produce a movie based upon the Property with the Authors. LeBron, Carter, SpringHill, Uninterrupted Canada, and First Take will hereafter be referred to as the "Uninterrupted Defendants").

100. Upon information and belief, these negotiations primarily occurred within New York State, where the Authors reside.

101. However, the Uninterrupted Defendants quickly learned that the Authors had already sold these rights to Plaintiff.

102. As a result, the Uninterrupted Defendants requested that the Authors facilitate a meeting with Plaintiff, wherein they could attempt to convince Plaintiff to assign or

otherwise transfer all or part of his rights to any movie or audiovisual adaptation of the Property.

103. When approached, Plaintiff made it abundantly clear that he had no interest in selling his exclusive rights to any movie or audiovisual adaptation of the Property and opposed their request to produce a movie based upon the Property.

104. Accordingly, the Uninterrupted Defendants had full knowledge of the existence of the Agreement between Plaintiff and the Authors.

105. Despite knowledge of the Agreement, the Uninterrupted Defendants decided that they were going to produce the Accused Work regardless of Plaintiff's rights. As a result, the Uninterrupted Defendants intentionally and improperly procured a breach of the Agreement by the Authors.

106. Specifically, upon information and belief, in or about November 2020, the Uninterrupted Defendants offered the Authors \$100,000 (CDN) for a 24-month option to acquire the (already optioned) rights to produce a documentary based upon the Property.

107. In addition, also upon information and belief, in the event the Uninterrupted Defendants exercised their purported duplicate option, they agreed to pay the Authors 3% of the total movie budget.

108. The Uninterrupted Defendants paid those sums to induce the Authors to breach their Agreement with Plaintiff.

109. The Uninterrupted Defendants also sought the backing of additional investors, specifically, Dreamcrew Entertainment, which is a co-venture between Drake and Future.

110. Upon information and belief, Lebron James and Maverick directly solicited Drake and Future to fund the Accused Work, and promised to give Drake an Executive Producer credit.

111. Upon information and belief, Lebron James and Maverick informed Drake and Future of the Agreement between Plaintiff and the Authors, but pressed Drake and Future to invest in spite of the clear infringement of Plaintiff's rights.

112. Accordingly, Dreamcrew Entertainment, Drake, and Future (the "Dreamcrew Defendants") had full knowledge of the existence of the Agreement between Plaintiff and the Authors.

113. Despite this knowledge, the Dreamcrew Defendants (along with the Uninterrupted Defendants) intentionally and improperly procured a breach of the Agreement by the Authors.

114. The Dreamcrew Defendants' and Uninterrupted Defendants' acts were and are intentional and carried out for the purpose of disrupting Plaintiff's legal rights.

115. Each of the Dreamcrew Defendants and Uninterrupted Defendants acted with malice as demonstrated by the inflated price they paid for the duplicate option.

116. The Authors sold the option for the exclusive right to all audiovisual adaptations to Plaintiff for \$10,000, while, upon information and belief, the Dreamcrew Defendants and Uninterrupted Defendants paid \$100,000 (CDN) for a sliver of those rights, purportedly just for a documentary. Upon information and belief, the higher price was to compensate the Authors for the liability they faced for breaching the Agreement with Plaintiff.

117. As a direct result of Dreamcrew Defendants' and Uninterrupted Defendants' conduct, Plaintiff has suffered damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment in his favor and against Defendants for the following relief:

A. An award of damages against Defendants, in an amount to be determined at trial, but in any event no less than \$10,000,000, plus interest, to compensate for all monetary and/or economic damages;

B. An accounting of and a subsequent award of disgorgement against all Defendants, of the fees, commissions, and revenues received by way of the misconduct identified herein.

C. Prejudgment interest on all amounts due;

D. Such other and further relief as the Court may deem just and proper.

Dated: New York, New York
September 4, 2022

DAVIDOFF HUTCHER & CITRON LLP

By: /s/ Larry Hutcher

Larry Hutcher

Ashwini Jayaratnam

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