

#1

JUDGE NATHAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

18 CV 01196

Christian Charles

Write the full name of each plaintiff.

CV
(Include case number if one has been assigned)

-against-

Please see attached.

COMPLAINT

Do you want a jury trial?
 Yes No

FILED
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
2018 JUN 12 10 56 AM

Write the full name of each defendant. If you need more space, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed above must be identical to those contained in Section II.

NOTICE

The public can access electronic court files. For privacy and security reasons, papers filed with the court should therefore *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number. See Federal Rule of Civil Procedure 5.2.

-Against-

Defendant 1: Jerry Seinfeld
211 Central Park West
19th and 20th Floor
New York, NY 10024

Defendant 2: Columbus 81 Productions, Inc.
(and New Material, LLC)
685 Third Avenue
Katonah, New York 10536

Defendant 3: Embassy Row
Michael Davies, CEO
325 Hudson Street, Ste. 601
New York, NY 10013

Defendant 4: Comedians In Cars, LLC
10 Meadow Brook Road
Katonah, New York 10536

Defendant 5: Sony Pictures Television Inc.
Comedians In Cars, LLC
10202 West Washington Boulevard
Culver City, CA 90232-3195

Defendant 6: Netflix *Inc.*
100 Winchester Circle
Los Gatos, CA 95032

I. BASIS FOR JURISDICTION

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation, and the amount in controversy is more than \$75,000, is a diversity case. In a diversity case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal-court jurisdiction in your case?

Federal Question

Diversity of Citizenship

A. If you checked Federal Question

Which of your federal constitutional or federal statutory rights have been violated?

Copyright Act of 1976

Please see attached for complete list.

B. If you checked Diversity of Citizenship

1. Citizenship of the parties

Of what State is each party a citizen?

The plaintiff, _____, is a citizen of the State of
(Plaintiff's name)

(State in which the person resides and intends to remain.)

or, if not lawfully admitted for permanent residence in the United States, a citizen or subject of the foreign state of

If more than one plaintiff is named in the complaint, attach additional pages providing information for each additional plaintiff.

I. BASIS OF JURISDICTION

(1) Copyright Act of 1976

Pendant State Law Claims:

- **Breach of Implied-In-Fact Contract**
- **Tortious Interference with Prospective Business Relations**
- **Quantum Meruit**
- **Breach of Implied Covenant of Good Faith and Fair Dealing**
- **Negligent Infliction of Emotional Distress**
- **Negligent Misrepresentation**
- **Fraudulent Misrepresentation**
- **Unfair Competition (Misappropriation/Bad Faith/Unconscionability)**
- **Breach of Confidence**

If the defendant is an individual:

The defendant, _____, is a citizen of the State of
(Defendant's name)

or, if not lawfully admitted for permanent residence in the United States, a citizen or
subject of the foreign state of

If the defendant is a corporation:

The defendant, _____, is incorporated under the laws of
the State of _____

and has its principal place of business in the State of _____

or is incorporated under the laws of (foreign state) _____

and has its principal place of business in _____.

If more than one defendant is named in the complaint, attach additional pages providing
information for each additional defendant.

II. PARTIES

A. Plaintiff Information

Provide the following information for each plaintiff named in the complaint. Attach additional
pages if needed.

Christian		Charles
First Name	Middle Initial	Last Name
115 Perry Street, 6B		
Street Address		
New York County, New York	New York	10014-2329
County, City	State	Zip Code
212 675 1310	christian@christiancharles.com	
Telephone Number	Email Address (if available)	

II. PARTIES (cont.)

Defendant Information #2-6

Defendant 2: Columbus 81 Productions, Inc.
(and New Material, LLC)
685 Third Avenue
Katonah, New York 10536

Defendant 3: Embassy Row
Michael Davies, CEO
325 Hudson Street, Ste. 601
New York, NY 10013

Defendant 4: Comedians In Cars, LLC
10 Meadow Brook Road
Katonah, New York 10536

Defendant 5: Sony Pictures Television Inc.
Comedians In Cars, LLC
10202 West Washington Boulevard
Culver City, CA 90232-3195

Defendant 6: Netflix *(Headquarters)*
100 Winchester Circle
Los Gatos, CA 95032

STATEMENT OF FACTS

1. I created, directed and produced, fixing in tangible forms, the proof-of-concept and pilot upon which the series "Comedians In Cars Getting Coffee" (*US Copyright Registration #PA 2-055-60*) is based, with the expectation that I would participate in the production, profits and royalties of my creation.
2. Defendants do not have any license, authorization, permission or consent to use my creation.
3. I have never, at any time or in any form, waived my rights or claims to my creation "Comedians In Cars Getting Coffee".
4. Throughout my 18 year working relationship with Jerry Seinfeld, I have repeatedly created ideas around his personality and attributes as a celebrity and comedian.
5. My work and development on the concept began in 2000 in response to filming Seinfeld's return to New York City after a cross-country road trip he had taken in a '67 Volkswagen Beetle with a friend. The filming was in connection with "Comedian", a documentary feature film about Jerry Seinfeld which I co-created and directed. My longtime collaborator and producer Gary Streiner, a seasoned and award-winning film and commercial veteran of motion picture, proceeded to do extensive research on camera equipment as well as the logistics of uninterrupted filming in cars in support of my development of the show, at the time called "Two Stupid Guys In A Stupid Car Driving To A Stupid Town", also called "'67 Bug".
6. In 2002, New York, shortly after the premiere of my feature film "Comedian", I formally pitched this new car talk show to Seinfeld with Streiner's technical support. Seinfeld rejected it, expressing that he didn't want to do another TV Show.
7. The pitch that I presented was made with the intent and confidence that Seinfeld, if agreeing to the ideas and material presented, would partner and produce the Show with Streiner and I, as we had done with "Comedian", our feature documentary.
8. Between 2002 and 2010, Seinfeld and I continued to collaborate creatively on many more projects and enjoyed a strong, award-winning relationship. Seinfeld consistently worked with me to write, develop, direct, and produce projects in which he starred.
9. In July 2011, after his show "The Marriage Ref" came to an end, Seinfeld emailed me and met with me to discuss the car talk show idea in Southampton, NY. He asked if I would help him work on developing the show, as well as produce and direct the show. I reminded him that the idea we were discussing was the same idea I pitched to him in 2002. Seinfeld said he was under pressure from his reps Shapiro and West to come up with a new show rather than pursuing syndication of his show "The Marriage Ref" in international markets. He further expressed the need to re-secure his financial situation.
10. Based on our meeting, I then invested substantial time, money and resources to update my concept and production approach to suit the latest camera equipment and technology,

further developing the show "Comedians In Cars Getting Coffee" as well as performing my routine processes as a director in preparation for a test shoot.

11. I shared my concept treatment ("The Treatment"), synopsis, script and camera shot list with Seinfeld. It was at this point that Seinfeld said that he wanted me to proceed with shooting a test pilot for which he would contribute a portion of the cost.
12. Bob Fisher, my producer on the job, a well-respected and award-winning film and commercial veteran of motion picture, oversaw all aspects of the production working solely off the multiple materials I had created, as was and is consistent with my development and directing process.
13. My crew and I shot footage over a few days in early October 2011. The shoot took place in the New York – New Jersey metro area.
14. During the shoot, Seinfeld called me and expressed that he no longer wanted to do the Show, stating "I don't know what it is".
15. I, along with continued support from my production and post-production crew, proceeded without him. I shot additional footage and created an edit of a pilot episode of "Comedians In Cars Getting Coffee" as proof-of-concept of the Show. The resulting completed edit of the Show is reflective of my visual style and creative approach as a writer and film director.
16. I shared the completed edit with Seinfeld with the hope of changing his mind about the Show.
17. Upon seeing the proof of concept film/pilot, Seinfeld and his rep's George Shapiro and Howard West agreed with and excitedly supported my vision for the Show and began working on setting up meetings to exploit "Comedians In Cars Getting Coffee".
18. A pitch meeting was then set up with SONY's EMBASSY ROW in New York. Seinfeld and I discussed strategy prior to the meeting and together, we successfully pitched my completed edit of the test shoot/pilot to EMBASSY ROW.
19. In good faith, my company then shared a series budget, production guide and all of our learnings to Seinfeld, COLUMBUS81 and EMBASSY ROW at their request. It was our understanding that my production company and I were working on the Show.
20. My company and I also began prepping and location scouting for a follow-up episode featuring Alec Baldwin.
21. The materials along with my and my company mouseROAR's creative and marketing vision were useful, instructive and essential to the success of "Comedians In Cars Getting Coffee" and Jerry Seinfeld as host of the Show.
22. My reps at William Morris Endeavor and Hello! & Co started discussions to finalize terms with Seinfeld and EMBASSY ROW; requesting expressed agreements.

23. When Seinfeld heard that my reps were negotiating creative contribution and backend participation terms, his response was an irrational belief that only he deserved any form of credit for the show. In a phone call exchange between Seinfeld and I, Seinfeld expressed outrage at the notion that I should participate as anything more than a work-for-hire director, even though it was my concept, development and completed production that gained the deal with SONY. I attempted to reason with Seinfeld but the call ended with him yelling and hanging up.
24. I emailed to suggest a second phone call with Seinfeld. On that call, he reiterated that I would make money off of director's fees for shooting each episode of "Comedians In Cars Getting Coffee". I disagreed. I expressed that I was a creative partner and not work-for-hire. The call ended with Seinfeld yelling and calling me ungrateful and out-of-line.
25. After the call, I, and my company, were assured by Seinfeld's rep George Shapiro that once Jerry calmed down this would all blow over and that the relationship and collaboration would continue. This sentiment was supported by Seinfeld's sister Carolyn Liebling.
26. Thereafter, instead of lawfully acquiring the material and compensating me for my work, Seinfeld and SONY/Defendants willfully and swiftly moved forward with the Show without obtaining a chain-of-title or release paperwork for the concept; shutting me out. I was given no information as to the next steps for the project.
27. I am aware, as Seinfeld's attorney Jay Cooper noted in his letter on 10 January 2018, that my company and its partners needed to recoup production expenses in April 2012. As expressed in my letter dated 19 January 2018 in response to Cooper's letter: I have never, at any time or in any form, waived rights or claims to my show.
28. I was not work-for-hire during my collaboration with Seinfeld from 2011-2012. Neither I, nor my company discussed work-for-hire arrangements. We never received, reviewed or executed contractual paperwork; no expressed agreements were ever exchanged between the parties in relation to the Show "Comedians In Cars Getting Coffee".
29. There has never been any effort on Seinfeld's part or EMBASSY ROW, as a production service company, to obtain the standard and necessary chain-of-title assignment or transfer of copyright for my work or my company's involvement.
30. There has never been a copyright assignment secured by Seinfeld, SONY or NETFLIX on the original test shoot/pilot I created for the show.
31. It is my understanding that copyright is effective as soon as an original work is fixed in a tangible medium of expression and that copyright law protects the original works of authorship from unauthorized copying and reproduction. It protects those who have no stature, no means, no influence, no power, and no resources by giving them opportunity to advance themselves and society.

32. It is my understanding that agreements in commercial endeavors serve to fix the rights and duties between parties and to prevent the deprivation of creative and financial benefits gained.
33. In my work in the entertainment industry, creators and producers customarily submit their original work and written materials to one another with the understanding that, if ideas or materials are used, there will be compensation to the creator-author and the contributing parties for their ideas or material.
34. Such an understanding for compensation existed along with an implied-in-fact contract with backend participation between myself and Seinfeld. There is precedent for this in earlier projects between myself and Seinfeld, namely the feature documentary "Comedian" for which Seinfeld and his team offered myself and Gary Streiner a 50/50 split of profits.
35. Furthermore, Seinfeld and I generally understood that when we collaborated, ideas and materials were disclosed in confidence and were not to be disclosed to others or used beyond the limits of the confidence without prior consent.
36. Contrary to industry practice, "Comedians In Cars Getting Coffee", leaves out all credits from each episode – a professional courtesy and oft negotiated contract term which creators, writers and production crew rely heavily upon for recognition of their work and artistic ability. In the press and awards recognition, Seinfeld consistently claims sole credit for "Comedians In Cars Getting Coffee". Explicitly and implicitly, Seinfeld expresses in interviews that he alone created, directed and produced the Show. Seinfeld knowingly deprives me of my due credit. He has failed to attribute, compensate and recognize me, the true creator-author behind the series.
37. In June of 2016, Seinfeld said to a mutual colleague that there "[was] no money in the Show". I have learned that as of July 2017, Seinfeld has earned millions of sponsorship and advertising dollars paid by Acura over the course of five years. Insiders' state publicly that SONY used the Show to buoy its digital platform CRACKLE, earning substantial revenue in advertising, support and viewership of CRACKLE's titles.
38. On information and belief, Seinfeld, as of mid-January of 2017 has sold "Comedians In Cars Getting Coffee" to NETFLIX as part of a deal worth upwards of \$100 million; Seinfeld himself is likely to be paid an estimated \$750,000 per new NETFLIX episode.
39. Seinfeld has exploited my work to gain enormous financial success and advantage without appropriate payment or regard for my participation and efforts. Over the past few years, I've reached out and made myself accessible to production while also attempting to directly address my differences with Seinfeld. He has had both time and opportunity to find a reasonable resolution.

Injuries:
(All Defendants)

Defendant 1: Jerry Seinfeld

Jerry Seinfeld's actions have deprived me of my due share in profits, damaged my reputation and unfairly injured my livelihood.

Defendant 2: Columbus 81 Productions, Inc., New Material, LLC

As CEO of Columbus 81 Productions, Jerry Seinfeld's actions have deprived me of my due share in profits, damaged my reputation and unfairly injured my livelihood.

Defendant 3: Embassy Row

A production service company, Embassy Row and its officer Michael Davies' actions have deprived me of my due share in profits, damaged my reputation and unfairly injured my livelihood.

Defendant 4: Comedians In Cars, LLC

Its failure to seek authorization, license, permission or consent to use my creation have deprived me of my due share in profits, damaged my reputation and unfairly injured my livelihood.

Defendant 5: Sony Pictures Television Inc.

Its failure to seek authorization, license, permission or consent to use my creation have deprived me of my due share in profits, damaged my reputation and unfairly injured my livelihood.

Defendant 6: Netflix, Inc

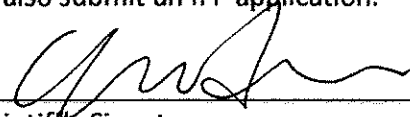
Its failure to seek authorization, license, permission or consent to use my creation have deprived me of my due share in profits, damaged my reputation and unfairly injured my livelihood.

V. PLAINTIFF'S CERTIFICATION AND WARNINGS

By signing below, I certify to the best of my knowledge, information, and belief that: (1) the complaint is not being presented for an improper purpose (such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation); (2) the claims are supported by existing law or by a nonfrivolous argument to change existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Federal Rule of Civil Procedure 11.

I agree to notify the Clerk's Office in writing of any changes to my mailing address. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Each Plaintiff must sign and date the complaint. Attach additional pages if necessary. If seeking to proceed without prepayment of fees, each plaintiff must also submit an IFP application.

9 February 2018					
Dated			Plaintiff's Signature		
Christian			Charles		
First Name	Middle Initial	Last Name			
115 Perry Street, #6B					
Street Address					
New York County, New York		NY	10014-2329		
County, City		State	Zip Code		
1 917 856 4345			christian@christiancharles.com		
Telephone Number			Email Address (if available)		

I have read the Pro Se (Nonprisoner) Consent to Receive Documents Electronically:

Yes No

If you do consent to receive documents electronically, submit the completed form with your complaint. If you do not consent, please do not attach the form.