

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

NETFLIX WORLDWIDE
ENTERTAINMENT, LLC; NETFLIX
STUDIOS, LLC,
c/o Rose Leda Ehler
Munger, Tolles & Olson LLP
350 South Grand Avenue, 50th Floor
Los Angeles, CA 90071-3426

Plaintiffs,

CASE NO.

v.

ABIGAIL BARLOW d/b/a ABIGAIL
BARLOW PUBLISHING; EMILY BEAR
d/b/a JORDAN KING MUSIC USA; PINK
& PURPLE LADY, INC.; and BARLOW
& BEAR, LLC,

Defendants.

COMPLAINT

Defendants Abigail Barlow and Emily Bear and their companies (“Barlow & Bear”) have taken valuable intellectual property from the Netflix original series *Bridgerton* to build an international brand for themselves. *Bridgerton* reflects the creative work and hard-earned success of hundreds of artists and Netflix employees. Netflix owns the exclusive right to create *Bridgerton* songs, musicals, or any other derivative works based on *Bridgerton*. Barlow & Bear cannot take that right—made valuable by others’ hard work—for themselves, without permission. Yet that is exactly what they have done.

On July 26, 2022, over Netflix’s repeated objections, Barlow & Bear staged a massive, for-profit stage show—entitled “*The Unofficial Bridgerton Musical Album Live in Concert*”—to a sold-out audience at the Kennedy Center, with tickets ranging up to \$149 each and VIP

packages. The live show featured over a dozen songs that copied verbatim dialogue, character traits and expression, and other elements from *Bridgerton* the series. It included dramatic portrayals of *Bridgerton* characters by Broadway actors, emoting through the performance of the songs that comprise the “musical.” Throughout the performance, Barlow & Bear misrepresented to the audience that they were using Netflix’s BRIDGERTON trademark “with Permission,” while Netflix vigorously objected.



Barlow & Bear also announced they intend to stage yet another performance of their unauthorized derivative works at the Royal Albert Hall in London, making this a world tour. Barlow & Bear even promoted their own line of *Bridgerton*-themed merchandise.

Barlow & Bear’s conduct began on social media, but stretches “fan fiction” well past its breaking point. It is blatant infringement of intellectual property rights. The copyright and trademark laws do not allow Barlow & Bear to appropriate others’ creative work and goodwill to benefit themselves. Netflix therefore files this action to protect its rights.

INTRODUCTION

1. Netflix¹ owns registered copyrights and trademarks in the wildly popular *Bridgerton* series. The series was created and produced by Shonda Rhimes' pioneering storytelling company Shondaland and is based on Julia Quinn's bestselling romance novels of the same name.



2. Season 1 of *Bridgerton* is set in Grosvenor Square, London in 1813. The audience follows the young women and men of the prominent Bridgerton family as they navigate the high-society marriage market. All the while, Lady Whistledown, the mysterious gossip writer, comments on the spectacle, reveals secrets, and encourages speculation on who will and will not find a match. Fans find escape in the romantic Regency setting, era-appropriate dialogue, and exquisite costumes. Yet *Bridgerton* speaks to a modern audience through its inclusive cast, orchestral versions of modern pop music,² and a female perspective on the characters' struggle against rigid societal norms and rules.

¹ As used herein, "Netflix" refers collectively to plaintiffs Netflix Worldwide Entertainment, LLC and Netflix Studios, LLC.

² For example, Vitamin String Quartet's instrumental cover of "thank u, next" by Ariana Grande. See <https://www.youtube.com/watch?v=AB1T-68mes0>.

3. *Bridgerton* reflects the substantial creative investment of hundreds: The original author, writers, actors, directors, producers, composer, musicians, and countless others working off camera. It also reflects significant financial investments, all made over the course of many years without knowing whether *Bridgerton* would be a critical and commercial success.

4. *Bridgerton* was a hit. By January 2021, *Bridgerton* had been watched by 82 million households around the world.³ Netflix renewed the series for a second season, released to Netflix's subscribers on March 25, 2022, and two more seasons are in development. And, to respond to the demand for all things *Bridgerton*, Netflix created a live, in-person event titled "The Queen's Ball: A Bridgerton Experience" (the "Bridgerton Experience"), which has drawn crowds in six cities; is offering *Bridgerton*-themed merchandise through the Netflix online store and retail outlets; and has released the *Bridgerton* soundtrack on streaming platforms such as Spotify and Apple Music.

5. Netflix Worldwide Entertainment, as the copyright owner of *Bridgerton*, has the exclusive right to authorize derivative works based on the series. And as the registered trademark owner of the BRIDGERTON mark, Netflix Studios alone has the rights to promote the *Bridgerton* brand.

6. After *Bridgerton* was first released in December 2020, Barlow & Bear (along with countless other fans inspired by the series) started posting about the series to TikTok, including creating musical compositions based on characters, scenes, dialogue, and plot points from the series. When asked directly, Netflix told Barlow & Bear, time and time again, that such

³ Nellie Andreeva, 'Bridgerton' Smashes Netflix Viewership Records To Become Streamer's Biggest Series Ever, *Deadline* (Jan. 27, 2021), <https://deadline.com/2021/01/bridgerton-netflix-viewership-record-biggest-series-ever-1234681242/>.

works were *not authorized*. Barlow & Bear chose to move forward with that knowledge and release an album recording, which they titled “The Unofficial Bridgerton Musical.” At each step of the way, Barlow & Bear’s representatives repeatedly assured Netflix that they understood Netflix’s position and led Netflix to believe that Netflix would be consulted before Barlow & Bear took steps beyond streaming their album online in audio-only format. Barlow & Bear’s agent said that they had no interest in interfering with Netflix’s rights or in being known only as the “*Bridgerton* girls.”

7. Barlow & Bear’s representations were false. Despite their assurances to the contrary, Barlow & Bear are now claiming *carte blanche* authorization to profit from Netflix’s protected intellectual property in whatever way they see fit.

THE PARTIES

8. Plaintiff Netflix Worldwide Entertainment, LLC is a limited liability company duly incorporated under the laws of the State of Delaware with its principal place of business in Los Angeles, California. Netflix Worldwide Entertainment, LLC owns the copyrights in the *Bridgerton* series, listed in **Exhibit A**.

9. Plaintiff Netflix Studios, LLC is a limited liability company duly incorporated under the laws of the State of Delaware with its principal place of business in Los Angeles, California. Netflix Studios, LLC owns the registered trademark, BRIDGERTON, No. 6,296,166.

10. Defendant Abigail Barlow is an individual d/b/a Abigail Barlow Publishing (ASCAP), on information and belief, residing in Los Angeles, California.

11. Defendant Pink & Purple Lady, Inc. is a corporation, organized under the laws of the State of California.

12. Defendant Emily Bear is an individual d/b/a Jordan King Music USA, on information and belief, residing in Los Angeles, California.

13. Defendant Barlow & Bear, LLC is a limited liability company duly organized under the laws of the State of California.

14. Together, Defendants perform as the musical act “Barlow & Bear.”

NATURE OF ACTION, JURISDICTION, AND VENUE

15. This is an action for infringement of federally registered copyrights and trademarks in violation of 17 U.S.C. § 501 and 15 U.S.C. § 1114 and declaratory judgment under 28 U.S.C. § 2201.

16. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1338(a) and 1400, because this is a civil action arising under an Act of Congress relating to copyrights.

17. Venue is proper in this court pursuant to 28 U.S.C. §§ 1391 and 1400 based on Barlow & Bear’s infringing July 26, 2022 performance at the Kennedy Center, located in the District of Columbia, and the harm caused in this District.

FACTS

I. NETFLIX’S *BRIDGERTON* STREAMING SERIES

18. Season 1 of the *Bridgerton* streaming series follows Daphne Bridgerton, the eldest daughter of the Bridgerton family, through her debut into the competitive marriage market, with her goal of finding a match sparked by true love (like her parents). Each of the eight episodes is introduced and partially narrated by Lady Whistledown, the mysterious writer of an all-knowing scandal sheet. Queen Charlotte first deems Daphne the “diamond” of the season; however, as the eldest Bridgerton brother, Anthony, begins to rule out her potential suitors, Lady

Whistledown reports that Daphne has fallen out of society's favor. Daphne then decides to engage in a "ruse" with Simon Bassett, the Duke of Hastings, a committed bachelor whom Lady Whistledown deems the catch of the season and who wants none of it. Their façade attraction soon turns true as they also find themselves forced to marry to avoid scandal and then struggle to make their marriage real after experiencing feelings of betrayal.

19. Other Bridgerton siblings and the Featherington family also feature prominently, with each character focused on the trials and tribulations of trying (or not) to find a suitable match. Anthony Bridgerton is smitten with his opera-singing mistress, Siena Rosso, only to be rejected by her after he decides he must focus on his role as head of the household in the wake of his father's passing. Eloise Bridgerton, Daphne's younger sister, rejects high society and wants to travel and finds her calling when directed by the Queen to hunt for Lady Whistledown's true identity. And Eloise's friend, Penelope Featherington, wishes for the affections of Colin Bridgerton, but his eyes are set on the Featheringtons' distant cousin, Marina Thompson, who is secretly pregnant. The season, of course, ends with the promise of more.

20. *Bridgerton* was an instant critical and popular phenomenon. The press lauded the show's design, script, and cast. As just one example, *Vulture* described *Bridgerton* as "a heady cloud of pleasure and true love set in an idealized, more inclusive milieu."⁴ Audiences loved the show even more: Within 4 weeks of *Bridgerton*'s premiere, it had been viewed by 82 million households—at the time the most in Netflix history.⁵ The show was also a massive international

⁴ Kathryn VanArendonk, *Bridgerton* Is a Heady, Inviting Fantasy of Pleasure and True Love, *Vulture* (Dec. 21, 2020), <https://www.vulture.com/article/bridgerton-review-netflix-series-shondaland.html>.

⁵ Rick Porter, Netflix Says 'Bridgerton' Is Its Biggest Series Ever, *The Hollywood Reporter* (Jan. 27, 2021), <https://www.hollywoodreporter.com/tv/tv-news/netflix-bridgerton-biggest-series-ever-4122779/>.

success, ranking number one overall in 83 countries including the United States, the United Kingdom, Brazil, France, India, and South Africa.⁶ *Bridgerton*'s first season received 12 nominations at the 2021 Emmys, including for Outstanding Directing and Outstanding Drama Series.

21. Netflix released a second season of *Bridgerton* on March 25, 2022. The third season is scheduled to begin filming in summer 2022, and a fourth season is in development.

II. NETFLIX EXPANDS THE *BRIDGERTON* BRAND

22. Netflix has also expanded *Bridgerton* beyond the series. In March 2022, Netflix launched "The Queen's Ball: A Bridgerton Experience." This immersive, ticketed experience allows fans to enjoy a beautiful ballroom decorated in the Regency-era style, interact with actors dressed in exquisite period costumes, and listen to live music inspired by the iconic *Bridgerton* soundtrack. The Bridgerton Experience also provides guests with the opportunity to purchase exclusive merchandise from the event.

23. Netflix is offering the Bridgerton Experience in six U.S. cities (including in Washington, D.C., around the time of the infringing Kennedy Center performance). Netflix offers general admission tickets for \$45 and VIP tickets for \$85, as well as the opportunity for private parties. Netflix has plans to expand these offerings to new cities in the U.S. and abroad. Netflix markets the Bridgerton Experience using the BRIDGERTON marks, including through online and billboard advertising.

⁶ Nellie Andreeva, 'Bridgerton' Smashes Netflix Viewership Records To Become Streamer's Biggest Series Ever, *Deadline* (Jan. 27, 2021), <https://deadline.com/2021/01/bridgerton-netflix-viewership-record-biggest-series-ever-1234681242/>.

24. Beyond the Bridgerton Experience, Netflix also offers *Bridgerton*-related merchandise, including partnering with licensees to do the same. Netflix's merchandise is branded with the BRIDGERTON marks. Netflix has also released original music composed for *Bridgerton* as a soundtrack album. These are full-length albums for the first season (released in 2020) and second season (released in 2022) of *Bridgerton*, available for streaming.

III. DEFENDANTS MAKE UNAUTHORIZED DERIVATIVE WORKS THAT COPY FROM *BRIDGERTON*

25. Barlow & Bear began posting songs based on Season 1 of *Bridgerton* on TikTok in early 2021. They were not the only fans celebrating *Bridgerton*. At the time, countless other fans were creating and posting *Bridgerton*-inspired works, dressing in costume, acting out scenes, and performing dances inspired by the hit series.

26. Barlow's initial TikTok post was no different. She started with the question, "Ok but what if Bridgerton was a musical?" Over time, Barlow & Bear posted a series of videos to TikTok about their passion for *Bridgerton* and expressed that passion through their "musical" version of the series. Barlow & Bear have repeatedly admitted that they intentionally based every single song on the creative elements of the series:

- a) Barlow has repeatedly said that she based the songs on dialogue from *Bridgerton*. For instance, Barlow said she wanted to turn *Bridgerton* into a musical: "The opening scene is so theatrical. I could just see each part of the stage lighting up in my brain. And then I kept writing down lines of dialogue that sounded like song titles."⁷

⁷ Julia Jacobs, TikTok to the Grammys: How a 'Bridgerton' Musical Beat Broadway, *New York Times*, (Apr. 4, 2022), <https://www.nytimes.com/2022/04/04/theater/bridgerton-musical-grammy.html>.

- b) Likewise, Barlow explained: “There are just so many pieces of dialogue in this show that write songs themselves. . . . I just kept picking all of these little moments that are so iconically written in the show.”⁸
- c) In particular, Barlow has credited the *Bridgerton* line, “You have no idea what it’s like to be in a room with someone you can’t live without, and feel like they’re oceans away from you,” as inspiration.⁹
- d) Barlow & Bear created the musical by watching certain scenes from *Bridgerton* on repeat. For instance, Bear explained that “When we were writing the opening number, we watched that opening scene so many times because it’s theatrical.”¹⁰
- e) Barlow & Bear’s YouTube channel describes “The (Unofficial) Bridgerton Musical” as a “[f]ull concept album inspired by the hit Netflix show *Bridgerton*.”¹¹

27. Review of the infringing works also demonstrates Barlow & Bear copied liberally and nearly identically from *Bridgerton* across a number of original elements of expression. Lyrics are lifted verbatim from dialogue and characters, and plot, pace, sequence of events, mood, setting, and themes are replicated faithfully.¹² Rather than restate every infringing lyric

⁸ Ellise Shafer, ‘Bridgerton: The Musical’ Blew Up on TikTok. Could Broadway Be Next?, *Variety* (Jan. 29, 2021), <https://variety.com/2021/music/news/bridgerton-the-musical-tiktok-broadway-abigail-barlow-emily-bear-1234893087/>.

⁹ Andrea Wurzbarger, Meet the Creators Behind the *Bridgerton* Musical That’s All Over the Internet, *People*, <https://people.com/tv/bridgerton-the-musical-meet-the-creators-tiktok/>.

¹⁰ Ailsa Chang, ‘The Unofficial Bridgerton Musical’ Creators Nominated For Their First Ever Grammy, NPR (Apr. 1, 2022), <https://www.npr.org/transcripts/1090372521>.

¹¹ <https://www.youtube.com/watch?v=GvvMdtaNxKY>;
<https://www.youtube.com/watch?v=6rbWZlpIuPA>.

¹² After the filing of this complaint, Netflix will be lodging copies of the *Bridgerton* series as copyrighted by Netflix as **Exhibit B**. Netflix has also included the lyrics of “The Unofficial

that copies verbatim dialogue, each scene or plot element that is lifted, or every character that is reproduced by Barlow & Bear, Netflix sets forth below representative examples of infringement (with dozens more listed in **Exhibit D** to this Complaint).

28. *First*, in the very first musical track, “Tis the Season,” Barlow & Bear copy *Bridgerton* Episode 1’s opening scenes—making a near identical introduction of its main characters and the 1813 Grosvenor Square setting, while also incorporating substantial dialogue verbatim. For instance, both works include the following dialogue regarding the setting and plot, spoken by Lady Whistledown: “Grosvenor Square, 1813. Dearest reader, the time has come to place our bets for the upcoming social season. Consider the household of the Baron Featherington.” Both works also introduce the key *Bridgerton* siblings (Daphne, Eloise, Hyacinth, and Anthony) in a nearly identical manner. Eloise, for example, expresses frustration with her sister Daphne’s lengthy dressing routine before her social debut, shouting “DAPHNE! YOU MUST MAKE HASTE! Should you think she heard me?” The musical replicates Eloise’s frustration with nearly identical lyrics: “DAPHNE! YOU MUST. MAKE. HASTE. Oh, so, do you think she heard me?”

29. *Second*, Barlow & Bear’s third musical track, “If I Were a Man,” copies Eloise *Bridgerton*’s character and the theme of societal constraints on women, and again lifts dialogue verbatim. The track’s title, “If I Were a Man,” is taken from Eloise’s dialogue in Episode 2, Scene 12. Likewise, in the same scene, Eloise states: “Why must our only options be to squawk and settle or to never leave the nest? What if I want to fly?” Barlow & Bear’s track includes nearly identical language: “I don’t want to settle and squawk / or never leave the nest

Musical” as **Exhibit C**. Netflix will work with Defendants to lodge a copy of “The Unofficial *Bridgerton* Musical” with the Court, which is available on Spotify at the following link: https://open.spotify.com/album/7gXx19GNHliQ3flbXxeY1U?si=yohTTjRgTH2EX9_-EqxCgA.

for a delicate walk / Whoa, what if I, what if I want to fly?” Both the scene and the track also include the same conversation (between Eloise and her friend, Penelope Featherington) about conception and the secret pregnancy of Marina Thompson, Penelope’s distant cousin. In both cases Eloise professes her ignorance as to how unmarried women can become pregnant, stating “How does a woman come to be with child if she’s not married?” . . . “Well, you need to find out so it doesn’t happen to us!” And the similarity is not just in dialogue: The musical appropriates the essential character of Eloise Bridgerton, enumerating all the ways she could pursue her passions and education if she were a man and the freedom she perceives men have—just as Eloise does in the series.

30. *Third*, Barlow & Bear’s last musical track, “Ocean Away,” copies a key plot point of Episode 7—the emotional rift between Simon Bassett and Daphne Bridgerton—as well as appropriating Season 1, Episode 7’s title (“Oceans Apart”) and dialogue. In Episode 7, Simon and Daphne are emotionally and thematically separated after fighting about Simon’s unwillingness to have children and Daphne’s resulting sense of betrayal. Yet, despite the seemingly insurmountable strife in their union, the couple must pretend to be happy newlyweds. Sir Henry Granville’s dialogue in Episode 7, Scene 53 serves as a metaphor for the couple’s challenge: “You have no idea what it is like to be in a room with someone you cannot live without and yet still feel as though you are oceans apart.” Barlow & Bear’s “Ocean Away” copies Episode 7’s same sense of emotional rift with lyrics that mimic Granville’s “Oceans Apart” dialogue. In the song, the characters of Daphne and Simon sing a duet acknowledging their physical closeness and emotional distance: “When we’re dancing in the same room / but you’re an ocean away.” The song also makes use of the couple’s previous fight and seemingly irreconcilable views on bearing children. Both Simon and Daphne sing: “Forget the ache of

yesterday / And why don't we go dancing in the rain? / I know you think that I should change /
But nothing in the world could sway my way.”

IV. DEFENDANTS DO NOT HAVE A LICENSE TO EXPLOIT *BRIDGERTON* INTELLECTUAL PROPERTY

31. Barlow & Bear’s “The Unofficial Bridgerton Musical” is not authorized by Netflix, Shondaland, or Julia Quinn. And Netflix has never given Barlow & Bear permission to create or perform “The Unofficial Bridgerton Musical” live, let alone at the Kennedy Center or Royal Albert Hall, or to create new derivative works based on the *Bridgerton* intellectual property.

32. Barlow & Bear have admitted this publicly—that [they] “don’t own the I.P.”¹³ Yet in attempting to defend their clients’ blatant infringement, Barlow & Bear’s attorneys have now taken the position that they somehow *do not need* a license because Netflix did not file this lawsuit sooner. That is not how copyright law works. Netflix is not required to sue every infringer. Rather, it can make its rights known—which it unambiguously, and repeatedly, did here. Here is the history:

33. It is no secret that in early 2021, Netflix did not stop what Barlow & Bear represented as their personal TikTok fan tribute to *Bridgerton*. Numerous individuals involved in the creation of *Bridgerton*, including actors, producers, and Netflix, applauded Barlow & Bear, including with the tweet: “Absolutely blown away by the Bridgerton musical playing out on TikTok.” Barlow & Bear benefited from the attention: They went viral.

¹³ Julia Jacobs, TikTok to the Grammys: How a ‘Bridgerton’ Musical Beat Broadway, *New York Times*, (Apr. 4, 2022), <https://www.nytimes.com/2022/04/04/theater/bridgerton-musical-grammy.html>.

34. In March 2021, Barlow & Bear’s counsel asked expressly for Netflix’s blessing of a recorded album and a *single* specific U.K. charity promotion to occur in or around July or August of 2021, for which they would engage West End performers who had been furloughed because of the pandemic. Netflix responded in June that it was “not approving or authorising” the album’s release or any charity performances, but in the spirit of supporting what Barlow & Bear represented as two *Bridgerton* fans’ expression of their appreciation for the series, it stated that it was “not standing in the way.” Barlow & Bear did not ask for, and Netflix never granted, ongoing authorization or any license. Ultimately, the requested performances did not happen.

35. In August, after learning that Barlow & Bear were due to release an album to Spotify the following month, Netflix sought to advise them of a clear line: Netflix representatives stressed to Barlow & Bear’s representative that Netflix would not authorize and did not want them to engage in any live performances (e.g., performances of “The Unofficial Bridgerton Musical”) or other derivative works that might compete with Netflix’s own planned live events (i.e., the Bridgerton Experience). At the time, Barlow & Bear’s representative stated *no* such events or other works based on “The Unofficial Bridgerton Musical” were planned. Barlow & Bear’s representative also made clear that they wanted to focus on their other work to avoid becoming known as the “*Bridgerton* girls.”

36. In November 2021, Barlow & Bear’s representative informed Netflix that their canceled U.K. charity performance had been rescheduled for later that month, and that proceeds from the event would be donated to a local foundation. Barlow & Bear’s representative stated that they planned to do this live concert focused on Barlow & Bear’s broader repertoire—i.e., *not* as “The Unofficial Bridgerton Musical”—and that it would include only a few of the songs. Netflix again reiterated that live performances of “The Unofficial Bridgerton Musical” were not

authorized and that the U.K. event should be only a one-time occurrence. Barlow & Bear’s representative confirmed that they fully understood. They also promised that they did not have any additional plans for more *Bridgerton*-inspired works or live shows that would include songs from “The Unofficial Bridgerton Musical.” Given Netflix’s clear statement to Barlow & Bear that this would be the last such event, Barlow & Bear’s assurances that it would be, and their express statement that they planned to focus on other projects to avoid becoming known as the “*Bridgerton* girls,” Netflix did not seek to halt the rescheduled charity event in the U.K.

37. In March 2022, following Barlow & Bear’s Grammy nomination, Netflix reached out—again—to reiterate the lines. Barlow & Bear’s representative assured Netflix that they did not have any *Bridgerton*-related plans other than the Grammy nomination and any follow-up interviews if they were to win. Barlow & Bear’s representative reiterated that Netflix should not worry because Barlow & Bear did not want to be known only for their work derivative of *Bridgerton*, so they would be focusing on other activities in the future.

38. In addition to their assurances to Netflix, Barlow & Bear’s own conduct confirms they knew they needed Netflix’s permission for live performances of “The Unofficial Bridgerton Musical”—and that Netflix never gave them that permission. Barlow & Bear kept coming back to Netflix with updates on the U.K. charity event and went out of their way to make clear that they did not have any other performances planned. Netflix relied on these representations in deciding not to pursue any additional enforcement activity.

V. DEFENDANTS’ INFRINGING KENNEDY CENTER PERFORMANCE

39. Despite their prior assurances, on June 7, 2022, Barlow & Bear’s representative informed Netflix for the first time that they would be performing “The Unofficial Bridgerton Musical” at the Kennedy Center on July 26. Netflix then sought to understand from Barlow &

Bear's representative what type of performance was planned, how it would be marketed, and whether it would be for charity. Rather than engaging with Netflix on its questions, Barlow & Bear's representative stated that they were not asking for Netflix's permission and would not further delay the announcement of the performance to afford the parties time to discuss. They publicly announced the Kennedy Center show within days.¹⁴

40. Multiple times, in June and July 2022, Netflix informed counsel for Barlow & Bear that the July 26 performance and any subsequent live performances were not authorized and that such exploitation would constitute willful copyright and trademark infringement unless they negotiated a license—which Netflix was willing to do. Netflix offered Barlow & Bear a license that would allow them to proceed with their scheduled live performances at the Kennedy Center and Royal Albert Hall, continue distributing their album, and perform their *Bridgerton*-inspired songs live as part of larger programs going forward. Barlow & Bear refused.

41. Barlow & Bear then doubled down on their infringement and resulting harm to Netflix. Netflix found out from the press that the performance would include Broadway actors. Barlow & Bear announced via TikTok that their Kennedy Center performance would include “some brand new songs, one that you’ve never heard before,” and “some, you know, little tasteful extensions to some of the [existing] *Bridgerton* songs.” Barlow & Bear also teasingly hinted: “You guys have been asking us to turn ‘Fool for You’ into a full song since the very beginning and we may or may not have done that. There may or may not be an overture. Uh oh!

¹⁴ The online marketing for the event changed multiple times during this dispute—evidencing Barlow & Bear's realization that they had no rights to exploit Netflix's trademarks. At some point after June 21, 2022 and after Netflix told Barlow & Bear they were not authorized, they added a reference to Netflix Studios' ownership of the registered trademark. Later, they took that down at Netflix's request. Then, as of July 20, after Netflix had sent a settlement demand, they changed it to say the mark was being “used with Permission” of Netflix, when the parties had *not* reached an agreement and Netflix continued to object.

There may or may not even be more material that we're not saying, who knows?" Barlow & Bear concluded their post by saying, "Come show up at the Kennedy Center. It's going to be a Ball!"—drawing on the same market for the Bridgerton Experience without authorization.

42. The Kennedy Center performance went forward over Netflix's objections on July 26, 2022, in front of a sold-out audience, with seats available for \$29 to \$149 per ticket (in an 1,100 seat venue), and the option to purchase a "VIP package." Barlow & Bear performed 14 of the 15 songs from "The Unofficial Bridgerton Musical Album," including a new, full-length version of the song "Fool for You." The performance also included a new song entitled "Secrets, Secrets," which Barlow & Bear described as having a theme that is "constant throughout the entirety of the *Bridgerton* world and its characters, which is secrets." The event also involved *sixteen* "special guests," including Tony Award winner Kelli O'Hara, Tony Award nominee Ephraim Sykes, and Tony Award nominee Denée Benton, who performed dramatized versions of the songs in the roles of various *Bridgerton* characters. For example, special guest Micaela Diamond imitated Eloise Bridgerton's signature mannerisms and demeanor while performing the song "If I Were a Man" in the character of Eloise. Before each song, Barlow & Bear discussed the song's origins, regularly invoking the *Bridgerton* plot themes and storylines on which each song was based.

43. The Kennedy Center performance materials—including the performance program book, posters displayed at the venue, and the on-stage performance backdrop—were all prominently branded with the BRIDGERTON mark. All of the materials also wrongly assured audience members that the mark was being "used with Permission," even though Netflix had made clear to Barlow & Bear that they had no such permission.

44. Barlow & Bear further sold merchandise featuring the BRIDGERTON marks,

both at the Kennedy Center and prior to that performance online, including clothing, songbooks, and vinyl albums promoting “The Unofficial Bridgerton Musical,” complete with a keychain of a vinyl record bearing the words “BRIDGERTON MUSICAL.”¹⁵

45. Barlow & Bear’s Kennedy Center performance interfered with Netflix’s long-announced offering of the Bridgerton Experience in Washington, D.C.: It attracted *Bridgerton* fans who would have otherwise attended the Bridgerton Experience and created confusion as to whether Netflix had approved of Barlow & Bear’s unauthorized derivative works. Barlow & Bear benefited from the confusion and false association with the BRIDGERTON brand.

46. Barlow & Bear lacked any license, approval, or authorization to exploit *Bridgerton* intellectual property in connection with the Kennedy Center performance. And to the extent Barlow & Bear ever claimed to believe they had such license, approval, or authorization—despite Netflix’s clear statements to the contrary—it has now been unequivocally revoked.

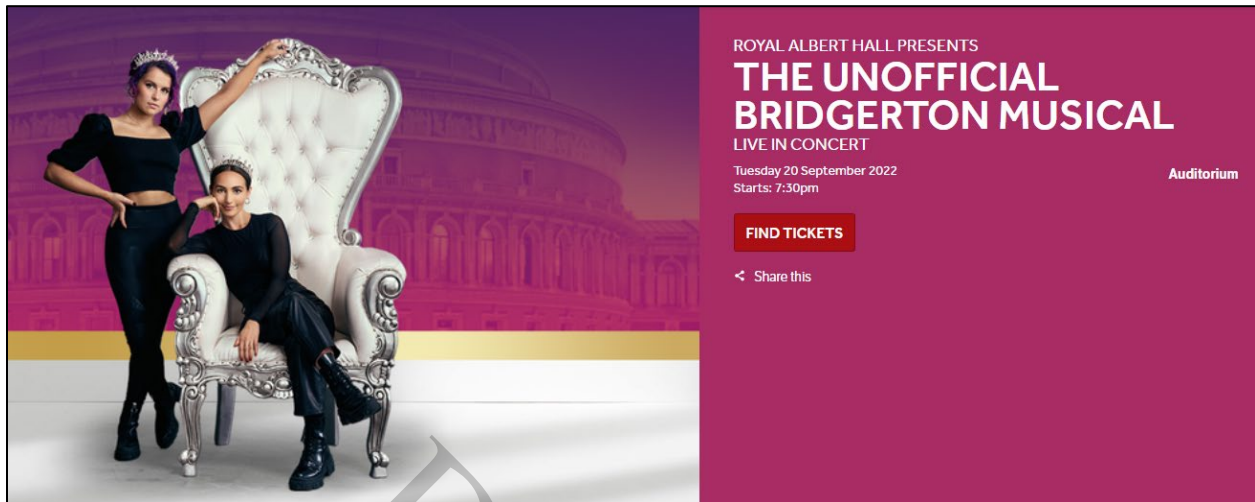
VI. NETFLIX FACES IRREPARABLE HARM TO THE *BRIDGERTON* BRAND

47. Barlow & Bear’s decision to usurp the *Bridgerton* series and brand for itself threatens Netflix—and everyone engaged in the *Bridgerton* franchise—with irreparable harm.

48. Beyond their Kennedy Center performance, Barlow & Bear have also announced a September performance of “all your favorite tunes from The Unofficial Bridgerton Musical alongside the BBC Orchestra at Royal Albert Hall!” They posted the announcement to their official Facebook page nearly a month after Netflix had made clear that Barlow & Bear did not

¹⁵ Prior to this lawsuit being filed, Barlow & Bear sold apparel featuring *Bridgerton* marks at <https://stores.inksoft.com/BarlowAndBear/shop/home>. They sold a vinyl record and keychain at <https://www.barlowandbear.com/vinyl>. The songbook was available at <https://www.halleonard.com/product/366478/barlow-bear-the-unofficial-bridgerton-musical>.

have permission to exploit the work of everyone involved in creating the *Bridgerton* series. The current marketing for the show features the word mark BRIDGERTON in large font:



The show, which Royal Albert Hall has said will involve “a host of special guests,” threatens Netflix’s plans for the Bridgerton Experience in the United Kingdom.

49. Barlow & Bear have also stated that they are planning *further* live performances of “The Unofficial Bridgerton Musical.” Indeed, the description to the newly-released songbook states that Barlow & Bear are “performing at concerts and music events around the world.”

50. Barlow & Bear’s actions have undermined and will continue to undermine the rightsholders’ ability to offer legitimate, authorized derivative works of *Bridgerton*, including live stage productions such as musical theater performances and the ongoing Bridgerton Experience offered by Netflix in Washington D.C. and other cities, not to mention their own branded merchandise, soundtracks, and other consumer products.

51. Barlow & Bear’s actions will also lead to irreparable consumer confusion about whether their performances and merchandise are in fact authorized by the rightsholders. Although Barlow & Bear have titled their derivative work “Unofficial” and disclosed that BRIDGERTON is a registered trademark of Netflix Studios, Barlow & Bear also falsely

represented that they had Netflix's permission, when they did not. Such statements cause, and certainly do not negate, consumer confusion.

52. In addition to harming Netflix and everyone involved in creating the series, Barlow & Bear's infringing use of Netflix's copyrights and trademark may also encourage other third parties to develop derivative works based on *Bridgerton* without Netflix's authorization. This would dilute the value of Netflix's copyright in *Bridgerton* and cause Netflix to incur substantial additional expense in enforcing its copyrights.

COUNT I
COPYRIGHT INFRINGEMENT

53. Netflix realleges and incorporates herein by reference Paragraphs 1 through 52 of the Complaint as if fully set forth herein.

54. Netflix Worldwide Entertainment owns the registered copyrights for Season 1 of *Bridgerton*, which are listed in **Exhibit A** hereto.

55. Netflix Worldwide Entertainment's copyrighted works contain original expression under the Copyright Act.

56. Defendants admit that "The Unofficial *Bridgerton* Musical" is a derivative work of *Bridgerton*. A review of the works establishes that "The Unofficial *Bridgerton* Musical" copies liberally from *Bridgerton* across numerous elements of creative expression. *See* 17 U.S.C. § 101 ("A 'derivative work' is a work based upon one or more preexisting works, such as a ... musical arrangement, dramatization, ... or any other form in which a work may be recast, transformed, or adapted.").

57. Defendants do not have a license. At a minimum, as of June 17, 2022, Netflix made clear that to the extent Defendants claimed to be under the misimpression that they had a license, that license had been revoked.

58. Defendants' reproduction, public performances, distribution and/or creation of new derivative works based on *Bridgerton* infringes Netflix Worldwide Entertainment's copyrights.

59. Defendants' conduct is willful.

60. Defendants' copyright infringement has injured Netflix Worldwide Entertainment in an amount to be determined at trial and threatens to cause irreparable harm to Netflix Worldwide Entertainment, for which there is no adequate remedy at law. As such, Netflix Worldwide Entertainment is entitled to and seeks injunctive relief as a result thereof pursuant to 17 U.S.C. § 502, as well as actual damages and any additional profits of Defendants pursuant to 17 U.S.C. § 504, and its costs, including attorneys' fees, in prosecuting this action pursuant to 17 U.S.C. § 505. Further, because Defendants' infringing conduct has been and continues to be willful, Netflix Worldwide Entertainment, at its election, as an alternative to an award of actual damages and Defendants' profits, is entitled to recover the maximum amount of statutory damages available under 17 U.S.C. § 504(c)(2), for each infringed work.

COUNT II
DECLARATORY RELIEF

61. Netflix realleges and incorporates herein by reference Paragraphs 1 through 60 of the Complaint as if fully set forth herein.

62. Defendants contend that they have a license or other authorization to exploit Netflix Worldwide Entertainment's copyright in *Bridgerton* via "The Unofficial Bridgerton Musical."

63. Netflix Worldwide Entertainment has made clear to Defendants that they do not have and never have had any such license and, to the extent they ever claimed to believe they did, such license has now been revoked.

64. Accordingly, Netflix Worldwide Entertainment is entitled to a declaratory judgment that Defendants lack any right or license to exploit the elements of “The Unofficial Bridgerton Musical” that they derived from *Bridgerton*.

COUNT III
INFRINGEMENT OF REGISTERED TRADEMARKS UNDER 15 U.S.C. § 1114

65. Netflix realleges and incorporates herein by reference Paragraphs 1 through 64 of the Complaint as if fully set forth herein.

66. Netflix Studios owns all rights, title, and interest in the U.S. trademark BRIDGERTON, with U.S. federal registration no. 6,296,166. A true and correct copy of the registration certificate is attached as **Exhibit E**, which was issued by the United States Patent and Trademark Office on March 16, 2021.

67. Netflix Studios has continuously used the BRIDGERTON mark in commerce throughout the United States since December 25, 2020 in connection with the distribution, promotion, marketing, and advertising of the *Bridgerton* series, the “Bridgerton Experience,” and related merchandise.

68. The BRIDGERTON mark is distinctive and/or has acquired secondary meaning.

69. Netflix Studios has expended substantial time, money, and resources distributing, promoting, marketing, and advertising the *Bridgerton* series, the “Bridgerton Experience,” and related merchandise.

70. By creating, promoting, publishing, and selling merchandise featuring the “The Unofficial Bridgerton Musical,” Defendants have used in commerce a reproduction or copy of Netflix Studios’ registered BRIDGERTON mark in connection with the sale, offer for sale,

distribution, or advertising of goods or services without Netflix Studios' authorization or consent.

71. Defendants' use in commerce of "The Unofficial Bridgerton Musical" is confusingly similar to Netflix Studios' registered BRIDGERTON mark and is likely to cause confusion, to cause mistake, and/or to deceive consumers as to the source, sponsorship, or origin of "The Unofficial Bridgerton Musical."

72. The aforesaid acts of Defendants constitute trademark infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

73. At this point, Defendants' conduct has been and continues to be intentional and willful within the meaning of 15 U.S.C. § 1114 and § 1117.

74. Netflix Studios has been and is likely to be damaged by Defendants' infringing and unlawful acts.

75. Defendants' conduct has injured Netflix Studios in an amount to be determined at trial, and has caused and, unless enjoined by this Court, is likely to cause Netflix Studios to suffer irreparable harm to its business, reputation, and goodwill, for which Netflix Studios has no adequate remedy at law. As such, Netflix Studios seeks injunctive relief pursuant to 15 U.S.C. § 1116, as well as actual damages and Defendants' profits or statutory damages pursuant to 15 U.S.C. § 1117, and its reasonable attorneys' fees in prosecuting this action pursuant to 15 U.S.C. § 1117(a). Further, because Defendants' infringing conduct has been and continues to be willful, Netflix Studios is entitled to an enhanced damages award pursuant to 15 U.S.C. § 1117(a).

COUNT IV
FALSE DESIGNATION OF ORIGIN UNDER 15 U.S.C. § 1125(A)(1)

76. Netflix realleges and incorporates herein by reference Paragraphs 1 through 75 of the Complaint as if fully set forth herein.

77. As alleged above, Netflix Studios owns all rights, title, and interest in the BRIDGERTON mark.

78. Defendants have used and continue to use Netflix Studios' mark on merchandise without Netflix Studios' license or authorization.

79. Defendants' use of "The Unofficial Bridgerton Musical" is likely to cause confusion, to cause mistake, and/or to deceive consumers as to the affiliation, connection, or association of Defendants with Netflix and/or as to the origin, sponsorship, or approval of Defendants' merchandise.

80. The aforesaid acts of Defendants constitute false designation of origin in violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

81. At this point, Defendants' conduct is willful.

82. Defendants' conduct has injured Netflix Studios in an amount to be determined at trial, and has caused and, unless enjoined by this Court, is likely to cause Netflix Studios to suffer irreparable harm to its business, reputation, and goodwill, for which Netflix Studios has no adequate remedy at law. As such, Netflix Studios seeks injunctive relief pursuant to 15 U.S.C. § 1116, as well as actual damages and Defendants' profits or statutory damages pursuant to 15 U.S.C. § 1117, and its reasonable attorneys' fees in prosecuting this action pursuant to 15 U.S.C. § 1117(a). Further, because Defendants' infringing conduct has been and continues to be willful, Netflix Studios is entitled to an enhanced damages award pursuant to 15 U.S.C. § 1117(a).

PRAYER FOR RELIEF

Wherefore, Netflix prays for judgment against Defendants as follows:

- a) Declaratory relief establishing Netflix's rights;
- b) Preliminary and permanent injunctive relief;

- c) Damages available under 17 U.S.C. § 504 and 15 U.S.C. § 1117;
- d) That Netflix be entitled to recover its reasonable attorneys' fees, costs of suit and interest; and
- e) That Netflix be awarded any and all such other and further relief as this Court shall deem just and proper.

Dated: July 29, 2022

Respectfully submitted,

/s/ Ginger D. Anders

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