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DRUYAN-SAGAN ASSOCIATES, INC.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

DRUYAN-SAGAN ASSOCIATES, INC., a Delaware corporation,

Plaintiff,

v.

LUMA AI, INC., a Delaware corporation; and DOES 1-10, inclusive,

Defendants.

Case No. 2:26-cv-09474-MWF-DSR
Hon. Michael W. Fitzgerald

FIRST AMENDED COMPLAINT FOR:

(1) COPYRIGHT INFRINGEMENT (17 U.S.C. § 501);
(2) FALSE ENDORSEMENT AND FALSE ASSOCIATION (LANHAM ACT § 43(a)(1)(A) / 15 U.S.C. § 1125(a)(1)(A)); AND
(3) UNFAIR COMPETITION (COMMON LAW)

DEMAND FOR JURY TRIAL

Plaintiff Druyan-Sagan Associates, Inc. ("Druyan-Sagan" or "Plaintiff"), by and through its undersigned attorneys, hereby brings this First Amended Complaint against Defendants Luma AI, Inc. ("Luma") and DOES 1-10, inclusive (collectively, "Defendants"), as follows:

NATURE OF THE ACTION

1. Dr. Carl Edward Sagan ("Sagan" or "Dr. Sagan") is a legend. He was a renowned astronomer, planetary scientist, and science communicator. As a revered public intellectual, he famously served as the host of the television series *Cosmos*, wrote numerous best-selling books, co-founded the Planetary Society, and oversaw such significant NASA missions as the Voyager, Mariner, Viking and Galileo projects. Dr. Sagan was also celebrated for his distinctive voice, delivery and persona, as epitomized by famous impersonations of him on *The Tonight Show*, *Saturday Night Live* and other outlets.

2. In his many decades operating in the public eye, Dr. Sagan firmly established himself as perhaps the most beloved and trusted advocate for technological development and innovation grounded in humanistic values. No one captured the sheer awe of the universe and our place within it more distinctively and iconically than Dr. Sagan, and his life mission focused on promoting an optimistic vision of science where technology would improve humanity's lot and serve the needs of individuals rather than rendering them invisible or, worse yet, obsolete.

3. It is therefore not surprising that a technology company—especially one promoting a new artificial intelligence ("AI") product—would want to firmly associate itself, its brand and its leading products and services with Dr. Sagan. After all, the rise of AI platforms has brought great promise but also provoked widespread anxiety, fear and concern amongst the consuming public. But, Dr. Sagan's renown, reputation and intellectual integrity—and the goodwill associated therewith—took a lifetime to build and that is precisely why the law cannot, and does not, give quarter

to those who would unapologetically usurp and exploit it for their own crass, self-serving commercial purposes.

4. There are few principles more established in the law than the basic precept that, if a business wants to use copyrighted materials or a celebrity's persona in its advertising, it needs to obtain the proper licenses. Armed with a $4 billion valuation and $900 million in recent funding obtained from Humain, the Saudi Arabian Public Investment Fund's AI vehicle, Defendant Luma possesses all of the sophistication and resources needed to ensure it complies with such elementary legal requirements. And, yet, Luma does not.

5. Luma first decided—without permission or compensation—to usurp the intellectual property of the legendary public intellectual and scientist in order to dragoon him into acting as an unwitting spokesperson for its brand and latest AI product. Luma did not merely copy a line from a television program. It cast Dr. Sagan, without so much as seeking his family's consent or authorization from those entrusted with protecting his rights, as the voice introducing Ray 3.14 to the world. Then, upon being caught red-handed, Luma declined to remedy its wrongdoing and, instead, elected to double down on unlawful actions by continuing to infringe and, indeed, despite Luma's attempts to obfuscate and deny, its infringing activities continue at the time of the filing of this First Amended Complaint. Luma's unapologetic misconduct has given Plaintiff no choice but to seek relief from this Court.

6. Plaintiff Druyan-Sagan (formerly known as Carl Sagan Productions, Inc.) is owned and managed by Ann Druyan, a renowned Emmy and Peabody-award-winning writer, producer, director and activist who has served as the creative director of NASA's Voyager Interstellar Message Project, co-wrote the *Cosmos* series, co-authored several best-selling books with Dr. Sagan, and is also Dr. Sagan's widow, and, as the entity holding the intellectual property rights of Dr. Sagan, Druyan-Sagan therefore brings this action against Defendants for willful copyright infringement, false endorsement under the Lanham Act, and common law unfair competition to

obtain redress for the massive, unauthorized and continuing commercial exploitation of the voice, delivery and persona of Dr. Sagan and copyrighted materials embodying the same by Luma in its advertising for its generative AI platform, "Ray 3.14" ("Ray 3.14").

THE PARTIES

7. Druyan-Sagan is a Delaware corporation with its principal place of business in Ithaca, New York. Druyan-Sagan is engaged in the business of, among other things, owning, managing, and licensing the copyrights in the Series (defined below) and the exclusive right to authorize commercial uses of Dr. Sagan's "mark"[1] as embodied in his name, voice, likeness, prosody, distinctive phraseology/delivery and persona (altogether "Sagan Persona" or "Mark"), as further described below.

8. Luma is a Delaware corporation with its principal place of business in Palo Alto, California. On information and belief, Luma is engaged in the business of, among other things, the development, manufacturing, marketing and distribution of artificial intelligence ("AI") software, programs and other consumer products and services, to which the Infringing Advertisement (defined below) at issue in this case pertains.

9. Luma—whether directly or indirectly through its agents—owns, operates, and controls its official accounts on the Social Media Platforms (defined below), including the Facebook page on which the Infringing Advertisement remained posted until November 3, 2026, and Luma determines what content is published on, and removed from, Luma's accounts. Luma markets Ray 3.14 and its other products to, among others, advertisers, advertising agencies, brands, filmmakers, and other creative professionals as tools for producing commercials and

[1] "In cases involving confusion over endorsement by a celebrity plaintiff, 'mark' means the celebrity's persona." *White v. Samsung Elecs. Am., Inc.*, 971 F.2d 1395, 1400 (9th Cir. 1992).

other advertising content.[2] Luma therefore sells its products to the same advertisers and agencies to whom Druyan-Sagan licenses use of the Sagan Persona.

10. DOES 1 through 10, inclusive, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiff will ask leave of Court to amend this First Amended Complaint and insert the true names and capacities of said Defendants when the same have been ascertained. Plaintiff is informed and believes and, upon such, alleges that each of the Defendants designated herein as a "DOE" is legally responsible in some manner for the events and happenings herein alleged, and that Plaintiff's damages as alleged herein were proximately caused by such Defendants. On information and belief, DOES 1 through 10 include any advertising agency, production company, marketing or social media vendor, public relations firm, or other person or entity that, at Luma's direction and on Luma's behalf, created, edited, uploaded, posted, distributed, or maintained the Infringing Advertisement or the Press Release (defined below).

JURISDICTION AND VENUE

11. This is a civil action seeking damages and injunctive relief for copyright infringement under the Copyright Act, 17 U.S.C. § 101 et seq.; false endorsement and false association under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A); and common law unfair competition.

12. This Court has subject matter jurisdiction over the claims asserted under the Copyright Act and the Lanham Act pursuant to 15 U.S.C. § 1121 (original jurisdiction over Lanham Act claims), 28 U.S.C. § 1331 (federal question), and 28 U.S.C. § 1338 (jurisdiction to adjudicate claims of federal copyright and trademark

[2] For example, on February 2, 2026, one week after it released the Infringing Advertisement, Luma announced "The Luma Dream Brief," a global competition offering $1 million for a commercial made with Luma's tools that wins a Gold Lion at the June 2026 Cannes Lions International Festival of Creativity. On information and belief, Luma has also partnered with advertising agency groups to deploy its tools in the production of commercials.

infringement), and it has supplemental jurisdiction over the remaining claims pursuant to 28 U.S.C. § 1367 because they arise from the same nucleus of operative facts as Plaintiff's claims under the federal Copyright Act and Lanham Act.

13. This Court has personal jurisdiction over Luma because Luma is headquartered in California and, additionally, has continuous and systematic contacts within California, which include, without limitation:

a. Luma is qualified to do business in California and is registered as a foreign corporation with the California Secretary of State.

b. Luma maintains a strong physical presence in California, including maintaining its principal headquarters in Palo Alto, California, where it employs California residents.

c. On information and belief, Luma created and disseminated the Infringing Advertisement and the Press Release (defined below) in connection with the commercial launch of and promotion of Ray 3.14 from its headquarters and through its business operations in this District.

d. Luma targeted California residents and residents of this District in publishing the Infringing Advertisement on its official accounts on Social Media Platforms, including its LinkedIn, YouTube, Instagram, X, Facebook and TikTok accounts, and in the Press Release (defined below), which bears a Palo Alto, California dateline and the contact information for Luma's head of communications, Peter Binazeski, for the purpose of promoting Ray 3.14 and Luma's related commercial services.

e. Luma has purposefully availed itself of California law and could and did reasonably anticipate being brought into this Court because, among other reasons, it has engaged in infringing conduct within the State of California and this District, including by knowingly, intentionally, and repeatedly exploiting, without permission, the copyrights, Sagan Persona and other intellectual property assets of

Druyan-Sagan through the dissemination of the Infringing Advertisement within this District and to California residents.

14. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b), (c) and/or § 1400(a) in that, among other things, Defendants are found and regularly transact business in this District by, inter alia, deriving substantial revenue from commercial activities in this District; they actively and purposefully engage with, and have substantial, continuous and systematic business ties to, this District; there is a direct and substantial nexus between the Plaintiff's claims in this case and Defendants purposefully avail themselves of the privilege of conducting activities within this District; the Infringing Advertisement was and is actively and repeatedly disseminated in this District and targeted towards this District in order to, inter alia, entice residents in this District to purchase, license, or otherwise utilize Defendants' goods and services in this District; Defendants chose to direct their Infringing Advertisement at this District; and the injury suffered by Plaintiff occurred as a result of Defendants' unauthorized use of Plaintiff's intellectual property to promote and advertise their goods and services in this District.

FACTS APPLICABLE TO ALL CLAIMS

15. Druyan-Sagan is the sole and exclusive proprietor and owner of all relevant rights, title and interest in and to the personal and intellectual property of the late Dr. Sagan brought as claims in this lawsuit, including but not limited to (a) the exclusive right to commercially exploit, license, and protect the Sagan Persona, which identity and persona function as an unregistered mark identifying Dr. Sagan and signifying his endorsement, sponsorship, or approval, and (b) the registered copyrights in and to numerous works, including all episodes of the television series *Cosmos: A Personal Voyage* (1980) ("Series"), including episode 9: "The Lives of the Stars," which was first broadcast on November 23, 1980 ("Episode") (the Sagan Persona, Series and Episode are collectively referred to as the "Property").

16. Druyan-Sagan is the owner of all rights, title, and interest in and to the Sagan Persona/Mark and the goodwill associated therewith, including the exclusive right to license the use of the Sagan Persona in connection with goods and services, to police unauthorized uses of it, and to bring and prosecute claims arising from such uses, including this action. Druyan-Sagan, under its current name and its former name, Carl Sagan Productions, Inc., has exercised those rights continuously and exclusively for decades, and Plaintiff's claims rest upon the commercial interest in the reputation and endorsement value of the Sagan Persona that, among other things, Druyan-Sagan has acquired, maintained and built through years of exclusive licensing as the sole source from which advertisers, publishers, producers, and other commercial users have obtained authorization to use the Sagan Persona. Among other things, within the licensing, advertising, and entertainment industries, and among the relevant consuming public, Druyan-Sagan and Ann Druyan are known as the stewards of the Sagan legacy and the source of authorized commercial uses of the Sagan Persona.

17. The Episode was registered with the United States Copyright Office on November 3, 1980, bearing Registration No. PA0000146361.

18. The copyrighted Episode features Dr. Sagan delivering the iconic statement: "If you wish to make an apple pie from scratch, you must first invent the universe" ("Statement"). The Statement appears at approximately the 2:53 mark of the Episode. The Statement is delivered by Dr. Sagan himself, in his own voice, speaking directly to the viewer. It is one of the most widely quoted lines Dr. Sagan ever uttered. The Statement circulates independently of the Episode, such as in books, articles, classrooms, posters, merchandise, and online, and is quoted and attributed to Dr. Sagan by name. The public associates the Statement with Dr. Sagan himself, as an iconic embodiment of his persona and worldview, and not with any particular television episode.

19. Dr. Sagan's voice, prosody and distinctive delivery patterns are immediately recognizable and remain uniquely associated with Dr. Sagan in the

public mind and have been both during his life and since his passing. *Cosmos* was for years the most widely watched series in the history of American public television and has been seen by hundreds of millions of viewers in more than sixty countries and it made Dr. Sagan an international icon. Through the Series, and through his many television appearances, lectures, and recorded readings of his own books, Dr. Sagan's voice, with its deep tone, deliberate cadence, precise enunciation, and unmistakable sense of wonder, became one of the most recognizable voices and science communicators in the world. That recognition does not depend on any particular recording: the public recognizes Dr. Sagan's voice whenever and wherever it is heard, which is precisely why impersonations of his voice and cadence on *The Tonight Show*, *Saturday Night Live*, and elsewhere were instantly and unmistakably understood by audiences as impersonations of Dr. Sagan. Indeed, the Statement is intimately and inextricably associated with Dr. Sagan, his legacy and the goodwill associated therewith—just as Vanna White is associated with turning letters in a gown, the actors George Wendt and John Ratzenberger from the television show *Cheers* are associated with sitting at the end of a bar, and Tom Waits is associated with his gruff singing voice.[3] Dr. Sagan's actual voice, like a celebrity's actual likeness or photograph, is his identity itself. Its use in an advertisement is a use of the Sagan Persona, and it is

[3] *See White v. Samsung Elecs. Am., Inc.*, 971 F.2d 1395, 1399 (9th Cir. 1992) (Vanna White); *Wendt v. Host Int'l, Inc.*, 125 F.3d 806, 812–13 (9th Cir. 1997) (George Wendt and John Ratzenberger); *Waits v. Frito-Lay, Inc.*, 978 F.2d 1093, 1098–99, 1105 (9th Cir. 1992) (Tom Waits). Nor is imitation required. *See also Downing v. Abercrombie & Fitch*, 265 F.3d 994, 1004–05, 09 (9th Cir. 2001) (use of actual photograph of surfers in clothing catalog supported false endorsement claim and was not preempted by the Copyright Act); *Fifty-Six Hope Road Music, Ltd. v. A.V.E.L.A., Inc.*, 778 F.3d 1059, 1069–1072 (9th Cir. 2015) (affirming false endorsement verdict in favor of entity controlling the persona of the late Bob Marley based on use of his actual photographs on merchandise); *Facenda v. N.F.L. Films, Inc.*, 542 F.3d 1007, 1024–25, 1032 (3d Cir. 2008) (use of deceased narrator's actual recorded voice in promotional program for video game supported viable false endorsement claim, and state right-of-publicity claim was not preempted by the Copyright Act).

no less so simply because Dr. Sagan's voice was captured in a recording rather than recreated through imitation. If anything, the use of Dr. Sagan's actual voice conveys the message of his participation and endorsement more powerfully than any imitation could.

20. The Sagan Persona functions as a source identifier and endorsement signal independent of the Episode and any other copyrighted work in which his distinctive voice, timbre, prosody, delivery pattern and cadence happen to have been recorded. It is settled commercial practice widely understood by consumers that a celebrity's voice appears in an advertisement only with the permission of the celebrity or of those who control the celebrity's rights. For years, Druyan-Sagan has carefully and selectively licensed the Sagan Persona for use by advertisers and brands precisely because consumers recognize his voice, associate it with him and his values, and understand its appearance in an advertisement as a signal that Dr. Sagan, or those authorized to speak for his legacy, endorse the advertised product. The licenses described below are endorsement and sponsorship licenses: the licensees paid for the right to associate their brands with Dr. Sagan, not merely for permission to copy a recording. Because consumers have for years encountered Dr. Sagan's actual voice in authorized advertising campaigns for products such as Apple's iPhone, a consumer who encounters his voice in an advertisement understands it to be an authorized endorsement.

21. Over the past thirty years, Druyan-Sagan has diligently maintained Dr. Sagan's legacy and carefully cultivated the goodwill and commercial success of the Sagan brand. Druyan-Sagan carefully reviews proposed commercial uses of the Property to ensure that each such use satisfies the stringent standards necessary to protect the integrity of Dr. Sagan's legacy and preserve the substantial commercial value and goodwill associated with the Property. In addition to careful curation and selection of the authorized uses of the Property, Druyan-Sagan likewise vigorously protects against unauthorized infringements of the Property.

22. Through decades of careful stewardship and selective licensing, Druyan-Sagan has preserved and enhanced the substantial commercial value and goodwill associated with the Property. Druyan-Sagan regularly receives requests to license limited uses of the Property in exchange for substantial fees and has generated significant revenue by authorizing such uses in connection with brand sponsorships, endorsements, commercial campaigns, and other projects. As a result of Dr. Sagan's enduring reputation, recognition, and goodwill, the Property has continued to possess substantial commercial value and generate significant revenue for nearly three decades following his death. Druyan-Sagan has also received, and has negotiated, requests from major commercial brands to license Dr. Sagan's voice, including from the Series, for use in advertising, in exchange for substantial fees.

23. On or about January 26, 2026, Luma publicly released Ray 3.14, characterized by Luma as its "most professional and powerful model." The Infringing Advertisement (defined below) was the official launch video for the Ray 3.14 product and the centerpiece of Luma's launch campaign. To advertise, market, and promote Ray 3.14, Luma created and widely disseminated an approximately thirty-seven-second commercial advertisement featuring the Property and Statement ("Infringing Advertisement") through several of its official social media accounts, including its LinkedIn, YouTube, Instagram, X, Facebook, and TikTok accounts (each, a "Social Media Platform," and collectively, the "Social Media Platforms"). Each of these accounts is maintained in Luma's name, bears its branding, and is owned by Luma, which directly or indirectly controls the accounts and uses them to promote its products and services. Luma's publication of the Infringing Advertisement to the Social Media Platforms made it available to consumers worldwide. For example, the Infringing Advertisement had received over 2.7 million views on Luma's Facebook page alone, where it remained live and continued to accumulate additional views until November 3, 2026, more than nine months after Luma first published it, more than eight months after Druyan-Sagan first demanded its removal on February 16, 2026

(see below), some 210 days after Luma represented on April 7, 2026 that the Sagan audio would be entirely removed (see below), and 70 days after Druyan-Sagan commenced this action—and only after Plaintiff's repeated requests for cessation.

24. On the same day, January 26, 2026, Luma issued a press release/advertisement announcing the launch of Ray 3.14, titled "Luma AI Launches Ray3.14, Eliminating Quality-Speed-Cost Tradeoff in Generative Video," which Luma caused to be distributed through the *Business Wire* paid press release distribution service and published on businesswire.com (the "Press Release"). The Press Release bears a Palo Alto, California dateline, quotes Luma's Chief Executive Officer and Co-Founder, Amit Jain, identifies Luma's Head of Communications, Peter Binazeski, as Luma's contact for the release, and embeds a playable copy of the Infringing Advertisement, including Dr. Sagan's recorded recitation of the Statement, as the featured video accompanying the announcement. The Press Release is Luma's own publication: Luma wrote it, Luma supplied the video, Luma paid or caused *Business Wire* to distribute it, and Luma controls whether it, and the video placed therein, remain available. At Luma's direction and with Luma's authorization, *Business Wire* reproduced the Infringing Advertisement, hosts a downloadable copy of the video file on its own servers to this day, published the Infringing Advertisement to its own YouTube channel, and distributed the Press Release and the Infringing Advertisement to news outlets and online publications, at least one of which republished the Infringing Advertisement by linking directly to the video file hosted by *Business Wire*. As of the filing of this First Amended Complaint, the Press Release remains publicly available on businesswire.com, the Infringing Advertisement placed therein continues to play Dr. Sagan's voice reciting the Statement, and the copy published to *Business Wire*'s YouTube channel likewise remains available.

25. As such, Luma has exploited the Sagan Persona and the copyrighted recording of Dr. Sagan's performance, and the substantial goodwill associated with Dr. Sagan to advertise and promote Ray 3.14, by creating and distributing, without

authorization, the Infringing Advertisement wherein the Statement was utilized by way of taking it from its original work, cutting it out, and then using it in a stand-alone ad for an unrelated product. Druyan-Sagan, which has carefully overseen Dr. Sagan's legacy since his passing and scrupulously guarded it from actions and usages that would be antithetical to Dr. Sagan's values and ideals, did not allow, and would not have allowed, this use.

26. Luma has benefitted substantially from the unauthorized copying and distribution of the Statement and the Sagan Persona as used in the Infringing Advertisement. The substantial revenue that it has made on the sale of Ray 3.14 is inextricably tied to the false message conveyed to consumers that Dr. Sagan has endorsed, sponsors, approves of, and/or is affiliated with Luma and Ray 3.14 when, in fact, he has not and is not.

27. Druyan-Sagan became aware of Luma's infringement and violation of Dr. Sagan's rights on or about February 3, 2026, when a lifelong fan of Dr. Sagan and the Series encountered the Infringing Advertisement, immediately recognized the use of the Sagan Persona, and contacted Druyan-Sagan to inquire whether the Infringing Advertisement and Ray 3.14 were authorized or actually endorsed. This inquiry provides just one example of how Luma's unauthorized use of the Sagan Persona in interstate commerce has created not merely a likelihood of confusion, but even actual confusion, as to Druyan-Sagan's sponsorship, endorsement, approval, and affiliation of Luma and Ray 3.14. The inquiry represents the paragon of sponsorship confusion: a consumer who heard Dr. Sagan's voice in Luma's advertisement immediately recognized it and contacted Druyan-Sagan to ask whether the use was authorized.

28. Upon learning of Luma's unauthorized use, Druyan-Sagan, through its global representative, CMG Worldwide, Inc. ("CMG"), promptly notified Luma of the Infringing Advertisement by written demand dated February 16, 2026, addressed to Luma's Chief Executive Officer and Co-Founder, Amit Jain, and its Chief Operating Officer, Caroline Ingeborn. From that date forward, Luma's most senior

officers were put on notice and had actual knowledge of Druyan-Sagan's rights and of its objections to the Infringing Advertisement. Druyan-Sagan demanded that Luma cease and desist from all unauthorized uses of Dr. Sagan and the Property, remove the Infringing Advertisement and related promotional materials from circulation, provide written assurance that Luma would refrain from future unauthorized uses, and account for the Infringing Advertisement's distribution, impressions, and related revenues.

29. On or about February 23, 2026, Luma denied Druyan-Sagan's claims, instead characterizing its unauthorized use of the Property as an unactionable de minimis copying that could not cause consumer confusion with respect to an association with Dr. Sagan. In that response, Luma, through counsel, described the audio as "purportedly excerpted from the television show *Cosmos: A Personal Voyage*, in which Dr. Carl Sagan narrates a single sentence," only to insist that it was "not even readily identifiable as Dr. Sagan's voice" and "could not possibly give consumers any reason to believe" that Dr. Sagan endorsed Ray 3.14. Luma further characterized its use as "a clear example of such unactionable de minimis copying" and claimed that it was protected by fair use. That position is belied by the fan who had already identified it, by Luma's own decision to build the Infringing Advertisement around imagery that makes sense only if the viewer recognizes Dr. Sagan, and by the millions of views the Infringing Advertisement has since drawn.

30. On or about March 9, 2026, Druyan-Sagan firmly rejected these contentions and advised Luma that its unauthorized use had already caused confusion and remained unresolved.

31. On or about April 7, 2026, Luma, through its counsel, who serve as agents for Luma and its management, responded that, "in the interest of avoiding burdening the Courts with unnecessary litigation," Luma "will agree to edit its videos to remove the relevant audio clip," represented that the YouTube version had "already been edited" and that "the Facebook video will be as well shortly," and stated: "[w]e trust that this resolves the matter." Luma's own representation that it had edited the

YouTube version eliminates any doubt that Luma and the agents acting on its behalf have, and at all relevant times have had, the ability to remove the Statement and the use of the Sagan Persona from every copy of the Infringing Advertisement it controls. Plaintiff never conceded, agreed or consented to Luma's counsel's unilateral statement that the matter was resolved simply by a take-down.

32. Despite its representations that the Infringing Advertisement on its Facebook page would be edited "shortly," Luma nevertheless continued to let it remain accessible in its unedited form until November 3, 2026. Nor did Luma remove or alter the Press Release, which continued, and continues, to feature the Infringing Advertisement with Dr. Sagan's recitation of the Statement intact to this very day.

33. Thus, despite receiving actual notice of Druyan-Sagan's rights and its infringement of the same and despite Plaintiff's repeated requests that Luma cease and desist its infringing conduct, Luma has continued to willfully, intentionally, and purposefully infringe on Plaintiff's rights for its financial benefit, maintaining the Infringing Advertisement with the Statement and use of the Sagan Persona on Luma's Facebook page until November 3, 2026, and in the Press Release.

34. Luma's conduct after this action was filed confirms that its continued infringement is knowing and deliberate and conducted with malice, oppression and fraud. It continued to deny any continuing use of the Infringing Advertisement while it actively continued to exploit the Infringing Advertisement. On September 9, 2026, and again on September 22, 2026, Luma, by and through its counsel, invoked its April 7, 2026 representation that the Sagan audio would be removed and questioned whether the Infringing Advertisement remained publicly available and demanded "evidentiary support" for Plaintiff's allegations to the contrary.

35. When Luma, through its counsel, sent those letters, the Infringing Advertisement was, and had continuously been, publicly available on Luma's own Facebook page and in Luma's own Press Release.

36. On September 29, 2026, Luma's counsel was provided with the direct link to the Facebook post, and Luma's counsel could not, and of course did not, dispute that the Infringing Advertisement remained live on Luma's official Facebook page. In short, Luma had been misrepresenting the facts yet again, and, even worse yet, had threatened to improperly deploy tools under the Federal Rules of Civil Procedure to punish Plaintiff and its counsel for calling out these misrepresentations.

37. On October 27, 2026, Luma's counsel was again informed that the Infringing Advertisement remained live on its official Facebook page, and Luma's counsel acknowledged that it had received the link. Even then, Luma did not remove the post until November 3, 2026, thirty-five days after first receiving the link on September 29, and on the same day it moved to dismiss this action.

38. To make matters worse, Luma is still continuing to exploit the Infringing Advertisement notwithstanding its April 7, 2026 representation that all use of the Sagan audio would be removed. As of the filing of this First Amended Complaint, the Infringing Advertisement remains publicly available in the Press Release and on the *Business Wire* YouTube channel, where it was published alongside the Press Release. Luma's officers, managing agents and direct agents, including but not limited to its counsel, with actual knowledge of Plaintiff's objections since February 16, 2026, have permitted this continuing use, actively misrepresented that the uses had ceased, and, as such, Luma's conduct constitutes malice, oppression and fraud within the meaning of Cal. Civ. Code § 3294.

39. Druyan-Sagan has developed substantial commercial value in the Sagan Persona and the copyrighted works through decades of careful stewardship, licensing, and enforcement. Druyan-Sagan is highly selective regarding commercial associations with Dr. Sagan and authorizes such uses only when they align with his ideas and legacy. Authorized commercial partners have paid substantial licensing fees for limited rights involving Dr. Sagan and his intellectual property.

40. Reflecting the premium value of the Property, Druyan-Sagan has entered into a number of substantial, but carefully vetted and circumscribed, licensing relationships with highly prestigious business organizations for the use of Druyan-Sagan's Property, indeed prestigious business organizations that, unlike Luma here, recognized a license was necessary for such commercial use, chose to negotiate a license and did not just take others' property. Representative examples of these licenses include: (i) in 2014, Samsung featured a clip of Dr. Sagan from the Series, including his voice and performance, in a television commercial; (ii) in 2017, Apple utilized Dr. Sagan's voice as he read a famous excerpt from his best-selling book, *Pale Blue Dot*, as part of an advertising campaign for the iPhone; (iii) in 2019, Fiat Chrysler utilized a recording of Dr. Sagan reading from *Pale Blue Dot* in an advertising campaign for the Jeep Wrangler plug-in hybrid; (iv) in 2022, Space Perspective utilized a recording of Dr. Sagan's voice in a digital advertising campaign; and (v) in 2025, Netflix utilized Dr. Sagan's recorded voice reading from *Pale Blue Dot* in the trailer for its feature film *A House of Dynamite*. Each of these campaigns featured Dr. Sagan's own recorded voice, not an imitation, and each did so only with proper authorization and for a substantial fee. And indeed, Druyan-Sagan has licensed the Sagan Persona separately from any right to copyrighted material, such as a license in connection with a recording embodying the Sagan Persona in which Druyan-Sagan does not own the copyright. When consumers hear Dr. Sagan's voice speaking for a product or production, they associate that product or production with Dr. Sagan himself and understand that he, or those entrusted with his legacy, approved of the association.

41. By obtaining the commercial and promotional value of an association with Dr. Sagan without authorization or compensation, Luma deprived Druyan-Sagan of its right to control the usage of Dr. Sagan's intellectual property and impaired its ability to protect Dr. Sagan's legacy by negotiating licensing and sponsorship opportunities. Luma's misappropriation of the Sagan Persona and the false

endorsement it has engendered has directly injured Druyan-Sagan's commercial interests in its licensing business. It has deprived Druyan-Sagan of the license fee that Druyan-Sagan would have earned had Luma sought authorization and Druyan-Sagan accepted the endorsement request; it has diminished the exclusivity, and consequently the value, of Dr. Sagan's endorsement to the artificial intelligence and technology companies that would otherwise pay for it; it associated Dr. Sagan with a generative AI product that Druyan-Sagan never vetted; and it usurped Druyan-Sagan's proper and protected role as the sole arbiter of the brands with which Dr. Sagan's legacy will be associated. Each of those injuries flows directly from the deception that the Infringing Advertisement worked on consumers.

42. Recognizing the commercial value of Dr. Sagan's renown and goodwill, Luma misappropriated the Property by reproducing in the Infringing Advertisement an excerpt from the Episode containing the copyrighted embodiment of Sagan's performance of the Statement without first obtaining Plaintiff's prior authorization. Specifically, the Infringing Advertisement prominently exploits the Property by using Dr. Sagan's approximately eight-second recitation of the Statement that forms the centerpiece of the entire advertisement and constitutes the only spoken content therein. The Statement is the Infringing Advertisement's narration. Dr. Sagan's voice speaks directly to the viewer, in the second person ("If you wish . . ."), in the role of the advertisement's announcer and spokesperson, and his words are paired with the presentation of Luma's product and brand. The Infringing Advertisement contains no other voice and no disclaimer. Nothing informs the viewer that the audio was taken from a 1980 television program rather than recorded for Luma. In fact, the audio is divorced from the Episode altogether: Luma extracted Dr. Sagan's voice from its original audiovisual context, discarded the accompanying footage, and laid it over new imagery, apparently generated using Ray 3.14 itself, so that Dr. Sagan appears to narrate a demonstration of Luma's own product. The viewer simply hears Carl Sagan introducing Ray 3.14. Moreover, the deep tone, precise enunciation, crisp delivery,

measured cadence, and distinctive timbre in the Infringing Advertisement are unmistakably identifiable as Dr. Sagan's voice. Those qualities are the attributes of Dr. Sagan's own voice and manner of speaking, the same attributes by which the public recognizes him in any recording or broadcast. They are not features peculiar to the Episode.

43. Luma's unauthorized exploitation of the Property by incorporating the Statement into the Infringing Advertisement impairs Dr. Sagan's reputation and goodwill, and further constitutes willful copyright infringement and false endorsement. That is, the Infringing Advertisement's deliberate pairing of the Statement with cosmological imagery of the sun, planets, and outer space; prolonged display of the mathematical symbol for pi (i.e., π); incorporation of the leading digits of pi, 3.14, into the name of Luma's product (i.e., Ray 3.14); and conclusion imagery of a fruit pie are indicative of the willfulness of Luma's conduct. Those visual choices do not merely illustrate the words of the Statement, which says nothing about planets, stars, or the symbol π. Rather, they reproduce the iconic presentation of the Sagan Persona to the public: Dr. Sagan's voice speaking over sweeping imagery of the cosmos is the format through which hundreds of millions of viewers came to know him and how new generations of viewers come to know him. And the Infringing Advertisement's central pun, in which "pie" becomes "π" and "π" becomes "Ray 3.14," works only for a viewer who recognizes Dr. Sagan and his Statement. Luma designed the Infringing Advertisement on the premise that its audience would recognize Dr. Sagan, and it intended that recognition. The aforementioned elements were intentionally, not incidentally, included in the Infringing Advertisement to create in viewers' minds an association between Luma and Ray 3.14 on the one hand, and Dr. Sagan, the Statement, and the Property, on the other hand. Luma directed the Infringing Advertisement to filmmakers, creative professionals, technologists, and other prospective users of generative AI tools, an audience among whom Dr. Sagan is likely to be especially well known and esteemed. Dr. Sagan's renown as an

advocate for technology grounded in humanistic values is closely related to the product Luma is selling: an artificial intelligence product whose adoption depends on consumers' trust in the technology, all in a broader environment where there is widespread consumer distrust of AI. And Luma disseminated the Infringing Advertisement through online video and social media, the same kinds of channels through which Druyan-Sagan's authorized licensees have advertised using the Sagan Persona.

44. Luma's use of the Statement and unmistakable invocation of Dr. Sagan's legacy through its intentional inclusion in the Infringing Advertisement of cosmological and pie-related visual imagery betrays Luma's deliberate and deceptive efforts to falsely associate Ray 3.14 with Dr. Sagan and his reputation for scientific authority, intellectual integrity, and innovation. In so doing, Luma traded on the goodwill that Druyan-Sagan spent decades building, preserving, and protecting, as well as created a false and misleading impression that Dr. Sagan sponsored, endorsed, approved, or was otherwise affiliated with Luma and Ray 3.14, when no such affirmation has actually been given. Luma did not merely copy a line; it cast Dr. Sagan, in his own voice, as the spokesperson for Ray 3.14 and Luma's AI products.

45. Luma has refused to comply with Druyan-Sagan's repeated demands that it cease and desist from infringing its rights by continued use of the Infringing Advertisement. Despite Druyan-Sagan's good-faith efforts to resolve this matter amicably, Luma's response has been both dismissive and misleading. The Infringing Advertisement remains in circulation to this day, including in the Press Release, where it remains accessible throughout the country and continues to constitute an ongoing act of willful infringement.

46. Luma's arrogant and continued refusal to cease its infringement confirms its conscious disregard of Plaintiff's rights in the Property and its intent to monetize its AI platform by capitalizing on the false impression that Dr. Sagan sponsored, endorsed, or was otherwise associated with Ray 3.14. Indeed, in a duplicitous attempt

to placate Druyan-Sagan, Luma represented that it would edit a Facebook post on Luma's page containing the Infringing Advertisement, which misappropriates the Property. Yet Luma left the Facebook post unedited for nearly seven more months, until November 3, 2026, and, as of the filing of this First Amended Complaint, the Press Release featuring the Infringing Advertisement remains live, demonstrating the continuing and widespread nature of Luma's infringement in the face of actual notice and a direct request to cease and desist—the unmistakable hallmarks of willful and bad-faith misconduct.

47. On information and belief, the decisions to create and publish the Infringing Advertisement as the official launch video for Ray 3.14, to issue the Press Release featuring the Infringing Advertisement, and, after receiving Druyan-Sagan's demands, to continue displaying the Infringing Advertisement were made, authorized, or ratified by Luma's officers, directors, and managing agents, including: its Chief Executive Officer and Co-Founder, Amit Jain, who is quoted in the Press Release and who, on information and belief, reviewed and approved the launch campaign for Luma's flagship model; its Chief Operating Officer, Caroline Ingeborn, to whom, together with Mr. Jain, Druyan-Sagan's February 16, 2026 demand was addressed; and its Head of Communications, Peter Binazeski, who is identified in the Press Release as the Luma representative responsible for the same and who, on information and belief, exercises substantial discretionary authority over Luma's public communications, including the Infringing Advertisement and the Press Release. On information and belief, those officers and managing agents had advance knowledge that the Infringing Advertisement used Dr. Sagan's voice without authorization, had actual knowledge of Druyan-Sagan's objections no later than February 16, 2026, and consciously disregarded Druyan-Sagan's rights by authorizing and ratifying the continued publication of the Infringing Advertisement. Luma, through its counsel, acting as Luma's authorized agents and at Luma's direction, represented to Druyan-Sagan on April 7, 2026 that the Infringing Advertisement would be edited to remove

Dr. Sagan's voice and later asserted that there was no good faith basis for Plaintiff to allege any continuing use, and, all the while, Luma's officers and managing agents allowed the Infringing Advertisement to remain on Luma's own Facebook page and in the Press Release. Luma has ratified that conduct by failing to repudiate it and by continuing the infringement after being given the direct link to the post. Luma's conduct was and is oppressive, fraudulent, and malicious, and was undertaken with a willful and conscious disregard of Druyan-Sagan's rights.

48. Luma's unauthorized exploitation of the Property bypassed the rigorous approval process required of every prospective licensee. Druyan-Sagan authorizes commercial uses of the Property only in rare and carefully selected circumstances, after determining that the proposed use is consistent with Dr. Sagan's legacy, satisfies Druyan-Sagan's exacting standards, does not foreclose or diminish the possibility of other attractive collaborations or licensing opportunities and provides for appropriate terms. By taking and using the Property for its own commercial benefit without seeking approval or paying any licensing fee, Luma arrogated to itself rights that legitimate partners must carefully negotiate and earn. Luma's misconduct has deprived Druyan-Sagan of its most basic rights secured by law: its exclusive ability to determine whether, how, and in connection with which products the Property may be used, while diminishing the exclusivity, goodwill, and commercial value of the Property in connection with legitimate brand partnerships and licensing opportunities.

49. For its part, Luma has profited, and continues to profit, tremendously from its unauthorized use of the Property. For example, on information and belief, Ray 3.14 has been rapidly adopted by and incorporated into the workflows of a considerable number of users of both Luma's AI video generator, "Dream Machine," for which it receives paid subscription fees, and by way of deals Luma has struck with Adobe, into Adobe's Creative Cloud applications, including Adobe Firefly, the use of which has contributed in no insignificant way to the staggering revenue flowing to Luma from the licensing and use of Ray 3.14. In February 2026, Luma's Chief

Executive Officer stated publicly that Luma had grown from approximately 30 employees in early 2025 to more than 160, adding 20 to 25 employees per month (Euronews, Feb. 6, 2026, located at https://euronews.com/next/2026/02/06/luma-ai-bets-on-middle-east-as-next-ai-compute-hub-with-arabic-world-model).

On information and belief, the Infringing Advertisement, as the official launch video for Ray 3.14, drove adoption of Ray 3.14 by subscribers, API customers, and Adobe Firefly and Creative Cloud users, and Luma has received, and continues to receive, subscription, usage, and licensing revenue attributable to that adoption. Luma continued to promote and sell Ray 3.14 after receiving notice of Plaintiff's rights on February 16, 2026, while leaving the Infringing Advertisement publicly available (including on its Facebook page until November 3, 2026, and as part of the Press Release through the filing of this First Amended Complaint).[4]

50. Luma is aware that its conduct constitutes a myriad of actionable violations of federal copyright and trademark law. A sophisticated, well-heeled entity with billions of dollars of venture capital at its disposal, Luma creates, protects and enforces its own intellectual property and regularly negotiates, executes, and enforces licensing agreements. Luma also enjoys the benefits of access to world-class intellectual property counsel that is well-versed in the strictures of intellectual property law and the dictates of proper licensing. As such, Luma is well aware of industry standards and legal requirements governing the use of third parties' copyrighted materials and trademarks, and their names, images, and likenesses.

51. Despite this knowledge and experience, Luma proceeded to use the Sagan Persona to promote Ray 3.14 without authorization, in willful disregard of Druyan-Sagan's rights.

[4] *See, e.g.*, *Business Wire*, Jan. 26, 2026, located at https://secure.businesswire.com/news/home/20260126744711/en/Luma-AI-Launches-Ray3.14-Eliminating-Quality-Speed-Cost-Tradeoff-in-Generative-Video).

52. Despite demands prior to this lawsuit from Druyan-Sagan that Luma cease and desist such unlawful conduct and take appropriate remedial actions therefor, Luma firmly declined.

53. Luma's willful and deliberate misconduct has caused, and continues to cause, substantial, manifest, and irreparable harm to Druyan-Sagan, while enriching Luma at Druyan-Sagan's expense. By this lawsuit, Druyan-Sagan seeks to bring Luma's conduct to a stop and to obtain appropriate relief for Luma's brazen theft of its intellectual property and personal identity assets.

54. Thus, through this action, Druyan-Sagan seeks injunctive relief, recovery of its damages and Luma's attributable profits, statutory remedies, attorneys' fees and costs, and all other relief the Court deems just and proper.

FIRST CAUSE OF ACTION

COPYRIGHT INFRINGEMENT

(17 U.S.C. § 501)

55. Plaintiff incorporates by this reference each and every averment contained in Paragraphs 1 through 54, inclusive, as though fully set forth herein.

56. Plaintiff is the owner of all rights, title, and interest in the Episode, including but not limited to the copyrights thereto, which are valid and subsisting under the laws of the United States.

57. Plaintiff has complied in all respects with the Copyright Act and all of the laws of the United States governing copyrights, and the Episode has been timely registered with the United States Copyright Office, bearing Registration No. PA0000146361.

58. Defendants have infringed, and continue to infringe, Plaintiff's copyright interests in the Episode by reproducing, distributing, publicly displaying and publicly performing the Statement from the Episode in the Infringing Advertisement, and derivative versions thereof, without permission or consent, in violation of Plaintiff's exclusive rights under the Copyright Act, 17 U.S.C. §§ 106 and 501. Specifically, and

among other things, Luma reproduced the Statement from the Episode in the Infringing Advertisement; reproduced, distributed, publicly performed, and publicly displayed the Infringing Advertisement by uploading and posting it to the Social Media Platforms, including Luma's own Facebook page, and by issuing the Press Release through *Business Wire*; and has continued to distribute, publicly perform, and publicly display the Infringing Advertisement through the date of this First Amended Complaint.

59. In addition to, and independent of, its own direct infringement, Luma is secondarily liable for the direct infringement of third parties. Third parties, including *Business Wire*, have, without Plaintiff's permission or consent, reproduced, distributed, publicly performed, and publicly displayed the Statement from the Episode by reproducing the Infringing Advertisement on their own servers, publishing it to their own channels, including *Business Wire*'s YouTube channel, and publishing it on businesswire.com, beginning on or about January 26, 2026 and continuing to the present. *Business Wire*'s hosted copy of the video file has in turn been placed on third-party websites, through which *Business Wire* publicly displays and performs the Infringing Advertisement to still more viewers, thereby extending the reach of the infringement that Luma induced. On information and belief, to the extent the acts of reproducing, uploading, posting, or maintaining the Infringing Advertisement were physically carried out not by Luma directly but by any advertising agency, production company, social media vendor, or public relations firm retained by Luma or other such third party, including DOES 1 through 10, each such person or entity likewise directly infringed Plaintiff's copyright in the Episode and Luma faces secondary liability for these acts of direct infringement.

60. Luma is contributorily liable for each of those infringements because Luma induced and encouraged them and knowingly and materially contributed to the direct acts of infringement. Luma created the Infringing Advertisement, supplied it to *Business Wire* and to its other agents and vendors, paid for and directed its

distribution, placed it in a press release whose very purpose was to publicize it as widely as possible, and continued to do so after receiving actual notice of Plaintiff's rights in February 2026. Luma thereby knowingly and intentionally induced, encouraged, materially contributed to, and facilitated the unauthorized reproduction, distribution, public display, and public performance of the Statement from the Episode, and derivative versions thereof, by those third parties, and, among other things, upon full knowledge of claims by Plaintiff herein, failed to stop its and others' infringement.

61. Luma is also vicariously liable for those infringements. Luma has, and at all relevant times has had, the right and ability to supervise and control the infringing conduct of *Business Wire* and of its other agents and vendors, including on information and belief the contractual right to modify or withdraw the Press Release and the video placed in it and to direct the removal of the Infringing Advertisement from the channels to which those parties published it, and Luma has a direct financial interest in the infringing activity, which exists for the sole purpose of promoting and selling Luma's own product.

62. Defendants are therefore directly and secondarily liable for infringement under the Copyright Act.

63. Each of the Defendants directly and individually performed the acts alleged herein, and also did so jointly and in concert with one another, or as an agent or alter ego of the other. Accordingly, each of the Defendants is liable for all of the acts alleged herein because they were the cause in fact and proximate cause of all injuries Plaintiff has suffered.

64. As detailed *supra*, Defendants' acts of infringement are willful, intentional, and purposeful, in disregard of and with complete indifference to Plaintiff's rights.

65. Defendants' wrongful acts have caused, and are causing, great injury to Plaintiff, of which damages cannot be accurately computed, and unless this Court

restrains Defendants from further and continuing commission of said acts, Plaintiff will suffer irreparable injury, for all of which it is without an adequate remedy at law.

SECOND CAUSE OF ACTION

FALSE ENDORSEMENT AND FALSE ASSOCIATION

(Lanham Act § 43(a)(1)(A) / 15 U.S.C. § 1125(a)(1)(A))

66. Plaintiff incorporates by this reference each and every averment contained in Paragraphs 1 through 54, inclusive, as though fully set forth herein.

67. The Sagan Persona, and in particular Dr. Sagan's distinctive voice, prosody, delivery, and manner of speaking, by which the public identifies him, is a "name, symbol, or device" within the meaning of 15 U.S.C. § 1125(a)(1)(A) that identifies Dr. Sagan and signifies his endorsement, sponsorship, or approval, and Plaintiff's rights in the Sagan Persona are protectable under Section 43(a) in the same manner as rights in an unregistered mark. The Sagan Persona is inherently distinctive, strong and widely recognized by consumers, and Plaintiff holds the exclusive right to license, exploit, and protect it, as alleged above. The fame of the Statement, and the public's attribution of it to Dr. Sagan, further evidences the strength of the Sagan Persona. Plaintiff's claim does not, however, depend upon any assertion of exclusive rights in the words of the Statement, and would lie with equal force had Luma used any other embodiment of Dr. Sagan's voice and persona to the same end.

68. Defendants' unauthorized use of Dr. Sagan's actual voice and the Sagan Persona as the voice of the Infringing Advertisement, as described above, is a use in commerce of a name, symbol, or device that is likely to cause confusion, to cause mistake, and to deceive as to the affiliation, connection, and association of Dr. Sagan and Plaintiff with Luma, and as to the sponsorship and approval of Luma's goods, services, and commercial activities by Dr. Sagan and Plaintiff, in violation of 15 U.S.C. § 1125(a)(1)(A).

69. Defendants' incorporation and use of the Mark, including Dr. Sagan's voice, delivery, prosody, and distinctive and distinguishing characteristics of his

persona, tend to cause likely confusion, mistake, and deception as to the endorsement, affiliation, association, sponsorship, or approval of the Luma product promoted by the Infringing Advertisement, namely Ray 3.14. Each of the considerations relevant to the likelihood of confusion in a false endorsement case weighs in Plaintiff's favor: (a) Dr. Sagan enjoys an extraordinarily high level of recognition among the general public and, in particular, among the segment of the public to whom Luma directed the Infringing Advertisement; (b) Dr. Sagan's fame as a scientist and advocate for humane technology is closely related to the artificial intelligence product Luma was promoting; (c) the "likeness" Luma used was not merely similar to Dr. Sagan but was instead Dr. Sagan's own voice; (d) the Infringing Advertisement caused actual confusion, as alleged above; (e) Luma disseminated the Infringing Advertisement through the same marketing channels used by Plaintiff's authorized licensees; (f) viewers of social media advertising exercise a low degree of care; (g) Luma intentionally selected Dr. Sagan and designed the Infringing Advertisement to trade on recognition of him; and (h) Druyan-Sagan's association with Dr. Sagan is strong and well known, such that confusion as to Dr. Sagan's endorsement is confusion as to Plaintiff's endorsement.

70. Defendants have not been authorized by Plaintiff to incorporate or use the Mark, including Dr. Sagan's voice, delivery, prosody, persona, and distinctive and distinguishing characteristics, in the Infringing Advertisement, and Defendants are not endorsed, affiliated, or associated with, sponsored by, or approved by Plaintiff.

71. Defendants' unauthorized use of the Mark has caused, and is likely to continue to cause, confusion, mistake, or deception as to Plaintiff's sponsorship of the Infringing Advertisement. Consumers have believed and will continue to mistakenly believe that Plaintiff endorses, approves, recommends, or is affiliated or associated with Luma and Ray 3.14 as a direct result of Defendants' unauthorized use of the Sagan Persona.

72. Defendants knew or should have known that their unauthorized use of the Mark, including Dr. Sagan's voice, delivery, prosody, persona, and distinctive and distinguishing characteristics, by incorporating Dr. Sagan's distinctive voice in, and rendition of the Statement, was likely to cause confusion or mistake regarding whether Plaintiff has endorsed, is affiliated or associated with, sponsors, is connected to, or has approved of the Infringing Advertisement and/or the Luma product promoted by the Infringing Advertisement, namely Ray 3.14.

73. Defendants' unauthorized use of the Mark, including Dr. Sagan's voice, delivery, prosody, persona and distinctive and distinguishing characteristics, occurred in interstate commerce and in connection with the advertising and promotion of Ray 3.14.

74. Plaintiff's claim under 15 U.S.C. § 1125(a)(1)(A) rests on the false representation of Dr. Sagan's sponsorship and approval conveyed by the use of his identity in Luma's advertising. It does not rest on, and Plaintiff does not seek relief for, any failure to attribute the Episode to its author or producer, or for the copying of the Episode as such. The wrong alleged in this Second Cause of Action is independent of any copying and Luma would be equally liable had it hired a sound-alike to recite the Statement in imitation of Dr. Sagan's voice, and Luma could have copied footage from the Episode that does not feature Dr. Sagan's voice that may not have conveyed any false endorsement at all. Plaintiff has suffered injury to its commercial interests in reputation and sales, including the loss of licensing revenue and the diminution of the exclusivity and value of Dr. Sagan's endorsement, and that injury was proximately caused by Luma's deception of consumers.

75. As a direct and proximate result of Defendants' actions, Plaintiff has been damaged in an amount presently unknown but to be proven at the time of trial.

76. Defendants' conduct has been intentional, willful, and with full knowledge of the violation of Plaintiff's rights, and was done with the intent to trade upon the goodwill and reputation of Dr. Sagan and this case should be deemed

exceptional and Defendants should be held liable for enhanced damages, attorneys' fees and costs, disgorgement of Defendants' profits due to the infringement and prejudgment interest.

77. Defendants have caused, and continue to cause, Plaintiff irreparable harm for which Plaintiff has no adequate remedy at law.

THIRD CAUSE OF ACTION

UNFAIR COMPETITION

(Common Law)

78. Plaintiff incorporates by this reference each and every averment contained in Paragraphs 1 through 54, inclusive, and Paragraphs 67 through 77, inclusive, as though fully set forth herein.

79. The acts of Defendants complained of herein constitute acts of unfair competition against Plaintiff under the common law of the state of California, which acts have been committed knowingly and willfully and have injured Plaintiff in its trade and business. Defendants' acts of unfair competition consist of passing off Ray 3.14 as a product endorsed, sponsored, and approved by Dr. Sagan and Druyan-Sagan, which is the equivalent of passing off under California law, and of engaging in false endorsement and false association substantially congruent with the conduct prohibited in the Lanham Act to sell Luma's product. Those acts are likely to deceive and confuse consumers as to the sponsorship, approval, and affiliation of Ray 3.14, and have in fact done so.

80. Plaintiff's unfair competition claim does not seek to vindicate any right equivalent to the exclusive rights of a copyright owner and, among other things, includes multiple additional elements beyond a copyright infringement claim, including the added elements of a likelihood of consumer confusion as to endorsement and association. It is directed at Defendants' non-consensual use of the Sagan Persona, which is not a work of authorship and is not within the subject matter of copyright, in advertising, to misrepresent his sponsorship and approval of Luma's

product. The claim targets the non-consensual use of the Sagan Persona in advertising to sell a product, not the reproduction or distribution of the Episode as a work. The claim requires proof of elements, including the use of Dr. Sagan's identity in advertising and the likelihood of consumer confusion as to sponsorship, that are no part of a claim for copyright infringement. Defendants could have committed the copyright infringement alleged in the First Cause of Action without committing the acts of unfair competition alleged here, for example, by copying footage from the Episode that does not feature Dr. Sagan's voice, and likewise could have committed the acts of unfair competition alleged here without infringing Plaintiff's copyright, for example, by hiring a sound-alike to recite the Statement in imitation of Dr. Sagan's voice.

81. By the acts and activities of Defendants complained of herein, Defendants have been unjustly enriched.

82. As a direct and proximate result of the acts and activities of Defendants complained of herein, Plaintiff has been damaged in an amount not yet ascertainable.

83. Plaintiff is informed and believes, and based thereon alleges, that Defendants, in doing the things herein alleged, acted willfully, maliciously, fraudulently and oppressively, with full knowledge of the adverse effect of their actions on Plaintiff, and with willful and deliberate disregard for the consequences to Plaintiff. As alleged above, the conduct complained of herein was authorized and ratified by Luma's officers, directors, and managing agents, including its Chief Executive Officer, Amit Jain, its Chief Operating Officer, Caroline Ingeborn, and its Head of Communications, Peter Binazeski, each of whom had advance knowledge of, or actual notice of Plaintiff's objections to, the Infringing Advertisement and consciously disregarded Plaintiff's rights by authorizing or ratifying its continued publication. Defendants should be held liable for exemplary/punitive damages pursuant to Cal. Civ. Code § 3294.

84. As a consequence of Defendants' violations, Plaintiff is entitled to relief as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For preliminary and permanent injunctive relief prohibiting Defendants and their officers, directors, employees, agents, representatives, subsidiaries, affiliates, successors, assigns, and all persons acting in concert or in participation with Defendants from:

a. reproducing, adapting, distributing, publicly displaying, publicly performing, or otherwise exploiting protected audiovisual or audio material from the Episode, and/or derivatives thereof, without Plaintiff's authorization;

b. using the Mark or Dr. Sagan's distinctive voice, delivery, persona, and distinctive and distinguishing characteristics in any manner likely to cause confusion, mistake, or deception as to Dr. Sagan's or Plaintiff's association with, affiliation with, sponsorship or endorsement of, or approval of Defendants, Ray 3.14, or any other product or service;

c. continuing to publish, display, distribute, or otherwise disseminate the Infringing Advertisement, the Press Release in any form that includes the Infringing Advertisement, or any substantially similar advertisement; and

d. maintaining, or permitting any agent, vendor, or distributor acting on Defendants' behalf to maintain, any copy of the Infringing Advertisement, and for an order requiring Defendants to remove, and to request the removal by *Business Wire* and every other third party to which Defendants distributed it, of every copy of the Infringing Advertisement that Defendants caused to be published;

2. For an award of Plaintiff's actual damages and Defendants' profits attributable to Defendants' copyright infringement pursuant to 17 U.S.C. § 504(b), in an amount to be determined at trial;

3. Alternatively, at Plaintiff's election, for an award of statutory damages pursuant to 17 U.S.C. § 504(c), including enhanced statutory damages for Defendants' willful infringement to the fullest extent permitted by law;

4. For an award of Defendants' profits, Plaintiff's damages, and the costs of this action arising from Defendants' violations of the Lanham Act pursuant to 15 U.S.C. § 1117(a), including a sum the Court finds just if recovery based on profits is inadequate;

5. For enhanced damages, including an award of up to three times Plaintiff's actual damages, as permitted by 15 U.S.C. § 1117(a);

6. For compensatory damages arising from Defendants' violations of California common law, in an amount to be determined at trial, including restitution and disgorgement of all profits and benefits Defendants obtained through their unfair competition;

7. For punitive and exemplary damages under Cal. Civ. Code § 3294 based on Defendants' oppression, fraud, or malice;

8. For corrective advertising damages;

9. For Plaintiff's reasonable attorneys' fees and costs to the fullest extent permitted by 17 U.S.C. § 505, 15 U.S.C. § 1117(a), and other applicable law;

10. For pre-judgment and post-judgment interest to the fullest extent permitted by law; and

11. For such other and further relief as the Court deems just and proper.

Dated: November 13, 2026

CMG LAW APC

By: /s/ Joseph William Roesler
Joseph William Roesler
Ashkon Michael Ariaee
Conor James Singleton Winston

ONE LLP

By: /s/ John Tehranian
John Tehranian
Peter R. Afrasiabi

Attorneys for Plaintiff,
Druyan-Sagan Associates, Inc.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all claims and all issues properly triable thereby.

Dated: November 13, 2026

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