

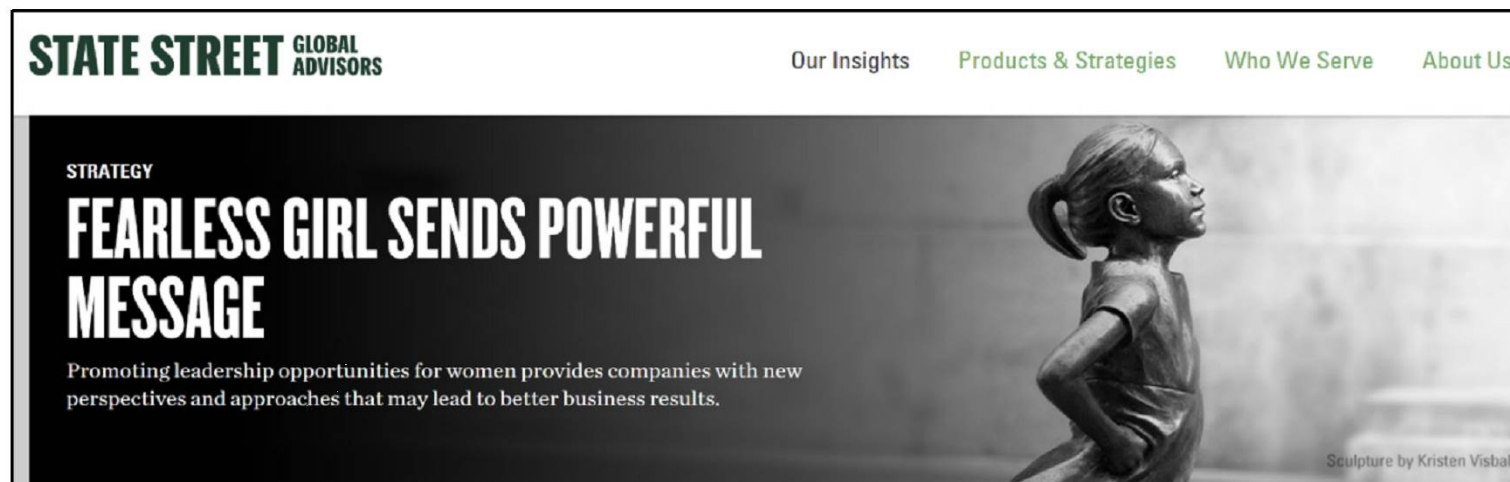
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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STATE STREET GLOBAL ADVISORS	:	Index No. _____
TRUST COMPANY, a Massachusetts trust	:	
company,	:	
	:	
Plaintiff,	:	COMPLAINT
	:	
-against-	:	
	:	
KRISTEN VISBAL,	:	
	:	
Defendant.	:	
-----X		

INTRODUCTION

1. Plaintiff SSGA brings this action to safeguard its interests in New York City’s iconic “Fearless Girl” statue—and to uphold the important message for which she stands—before it is damaged by Defendant’s unauthorized delivery of a replica statue in material breach of her contractual obligations to SSGA.

2. SSGA is one of the largest asset managers in the world. It sponsors and manages the “SPDR SSGA Gender Diversity Index ETF,” a fund that is designed to measure the performance of companies that exhibit gender diversity in their senior leadership positions. To celebrate its sponsorship of this important movement, SSGA, in the pre-dawn hours of International Woman’s Day 2017, introduced the world to Fearless Girl by placing her at Bowling Green in New York City.





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3. Defendant Visbal is an artist who was hired to sculpt the Fearless Girl statue pursuant to the concepts and designs that SSGA developed with its agents and consultants.

4. Upon the statue's unveiling, Fearless Girl quickly went viral, garnering over 1 billion Twitter impressions in the first 12 hours, and becoming an icon herself. Millions of New York City tourists and natives have flocked to see the statue, which has become a symbol of courage and change that is inexorably intertwined with both New York City and SSGA.

5. Fearless Girl is not only a statue. The Fearless Girl name identifies a global campaign through which SSGA initiates corporate change to support gender diversity and woman leadership on corporate boards. The incredible value of SSGA's Fearless Girl campaign and messaging cannot be understated. SSGA needs this Court's help to protect this valuable message and the goodwill it owns therein.

6. The full extent of Visbal's actions and breach is unknown—mainly because she and her counsel have rebuffed all of SSGA's attempts to communicate. But based on what SSGA *does* know, the delivery of Visbal's replica into the hands of unauthorized buyers will cause substantial and irreparable harm to Fearless Girl and her message, as well as SSGA, its reputation, and its rights.

¹ Photo by Dalelyama, Wikipedia Commons, CC BY-SA 4.0, license details available online at <https://creativecommons.org/licenses/by-sa/4.0/>

² Photo by Steven Gomez, Pexels, available online at <https://www.pexels.com/photo/fearless-girl-1058590/>

**SSGA's Fearless Girl: A Powerful Message
That Is In Grave Danger Of Harm**

7. SSGA conceived and launched Fearless Girl because it believes that corporate responsibility demands support of corporate gender diversity. It also believes, and has the research to show, that strong female leadership causes companies to perform better.

8. Through its globally renowned Fearless Girl campaign, SSGA initiates—and achieves—significant corporate change. For example, SSGA has sent guidelines to companies worldwide to help them increase the number of women on their corporate boards, declared that it would use its proxy voting power if companies failed to meet SSGA's gender diversity goals, and advised male-dominated boards of directors that if they did not vote women onto their boards, SSGA would do it for them. And in just the first 20 months of Fearless Girl's presence in New York City's Bowling Green, Fearless Girl and SSGA together inspired more than 300 companies globally to add a female director to their previously all-male boards. See Exhibit A.

9. To SSGA, the Fearless Girl statue is the visual representation of the company's commitment to asset stewardship, i.e., careful management of client assets. This is not something it takes lightly. SSGA proactively uses its voice and vote to make a measurable difference around the globe, and SSGA's Fearless Girl initiatives are an integral part of this commitment.

10. SSGA has poured its "heart and soul" into Fearless Girl and the important ideals she represents. But SSGA understands that corporate gender diversity is a long-term battle; it is not a battle that can be won only by unveiling a statue. It requires hard work, and a strong, clear, and consistent message. For SSGA's Fearless Girl campaign to remain successful and achieve the goals that SSGA has in mind, the integrity of its Fearless Girl brand must remain strong and unadulterated.

11. Visbal is weakening and adulterating the Fearless Girl message by selling unauthorized copies of the Fearless Girl statue for profit in material breach of several agreements she entered into with SSGA. Her unauthorized buyers misuse the Fearless Girl image and SSGA's Fearless Girl trademark to promote their own companies and for their own corporate purposes.

12. Visbal's most recent sale to an Australian buyer, Maurice Blackburn—a plaintiff class action law firm that has launched well-publicized class action suits against a number of financial institutions, including against companies led by women, and that markets itself as a “social justice group”—constitutes a breach of contract. Another breach stems from the fact that Visbal's replica is being delivered to/accepted by two Australian “superannuation funds”—financial companies that collect employee wages for retirement—which are promoting the replica in conjunction with Maurice Blackburn. Attached hereto as Exhibit B, is a collection of true and correct copies of articles discussing Maurice Blackburn, these funds, and Visbal's written confirmation of her understanding that Blackburn is a “social justice group.”

13. Visbal's breaches cause SSGA to lose control over its reputation and Fearless Girl trademark, and undermines and weakens the goodwill associated with SSGA's Fearless Girl brand and campaign. Visbal's Australian buyers are now becoming associated with SSGA, and the public is likely to be confused into believing that there is an affiliation between SSGA and the three Australian entities concerning Fearless Girl and SSGA's asset stewardship endeavors, when there is none. These are incalculable harms.

14. To exacerbate the issue, Visbal intends to travel to Australia to promote the replica with her unauthorized recipients, upon SSGA's information and belief. Her participation in a promotional event will also constitute a material breach, and will further undermine and damage SSGA's reputation and its Fearless Girl brand and campaign.

15. SSGA's attempts to communicate with Visbal have fallen on deaf ears. SSGA's most recent formal breach notice to Visbal and her attorney was sent on February 11, 2019. It requested a response by 8pm the next day in the form of a written confirmation that Visbal would prevent the sale in Australia and take other steps to cure her breach. This written confirmation has yet to surface. Follow-up calls and emails to Visbal's counsel were rebuffed. Visbal feigned ignorance of receiving the letter. This failure to communicate with SSGA was happening while, upon information and belief, Visbal was engaged with the Australian companies, denying SSGA's claims, and attempting to thwart SSGA's efforts in Australia to prevent the inevitable damage that Visbal put into motion.

THE PARTIES

16. Plaintiff, State Street Global Advisors Trust Company ("SSGA"), is a Massachusetts trust company with a principal place of business at 1 Iron Street, Boston, Massachusetts 02111.

17. Defendant, Kristen Visbal ("Visbal"), is an individual with a business address of 17618 Vineyard Lane, Lewes, Delaware 19958. She was hired by SSGA to sculpt the Fearless Girl statue pursuant to the concepts and designs that SSGA developed with its agents and consultants.

JURISDICTION AND VENUE

18. This is an action for relief from breach of contract.

19. This Court has personal jurisdiction over Visbal pursuant to Paragraph 17(e) of the parties' confidential Master Agreement (the "Master Agreement"), and its analogous provisions in a copyright license agreement (the "Copyright License Agreement"), and a trademark license agreement (the "Trademark License Agreement") each dated May 12, 2017 (the "Agreements").

20. Venue in this county is proper under Section 501 of the Civil Practice Law and Rules of the State of New York, C.P.L.R. § 501, in that the parties agreed that “any legal suit, action, or proceeding arising out of or related to [the Agreements] shall be brought in the state or federal courts located in New York County, New York.”

FACTUAL BACKGROUND

SSGA and Fearless Girl

21. SSGA is the investment management division of State Street Corporation. It is one of the largest asset managers in the world and has over \$2.5 trillion under its care. SSGA creates investment strategies for a variety of organizations including businesses, governments, and non-profit organizations.

22. SSGA sponsors and manages the “SPDR SSGA Gender Diversity Index ETF,” a fund that is designed to measure the performance of U.S. large, successful companies that are “gender diverse” by exhibiting gender diversity in their senior leadership positions. Through this fund, SSGA invests in U.S. large-capitalization companies that rank among the highest in their sector in achieving gender diversity across senior leadership. *See Exhibit A.*

23. SSGA unveiled Fearless Girl in celebration of the first anniversary of its Gender Diversity Index fund and to promote SSGA’s ongoing campaign to raise awareness of gender inequality in the workplace. Attached hereto is Exhibit C, which includes true and correct copies of news articles discussing Fearless Girl and SSGA.

24. Though the New York City local government originally permitted the statue to be installed in Bowling Green for one month, it quickly became clear that the public wanted Fearless Girl to stay. She was moved to a new location outside the New York Stock Exchange on December 10, 2018, so that she can have “a bigger stage [and] an even greater impact.” *Id.*

25. Because SSGA owns both the statue and the Fearless Girl trademark, SSGA has a permanent connection to and public association with Fearless Girl. SSGA's high-profile commission and unveiling of the statue in the pre-dawn hours of International Women's Day garnered a wealth of media attention from around the world. Much of the media attention connects Fearless Girl to SSGA. For example:

- “‘The Fearless Girl’ Takes on Wall Street’s Bull: State Street Global Advisors placed the statue ahead of International Women’s Day.” - March 8, 2017, US News.
- “As part of an International Women’s Day campaign by U.S. fund manager State Street Global Assets, the company unveiled a statue of a fearless girl staring down the iconic bull.” - March 8, 2017, Press Herald.
- “‘Fearless Girl’” was installed . . . by State Street Global Advisors as part of the asset-manager’s campaign to increase the number of women on their clients’ corporate board.” - March 9, 2017, CNN.
- “State Street Global Advisors commissioned the work as part of a broader push to get more women onto corporate boards.” - March 13, 2017, The Atlantic.
- “Defiantly facing the mighty Bull of Wall Street, ‘Fearless Girl,’ the bronze statue installed by the State Street Global Advisors (SSGA) this year on International Women’s Day (March 8) has awakened our senses about where women are not!” - April 3, 2017, Huffington Post.
- “Happy Birthday, Fearless Girl; The debut of the 50-inch bronze statue — commissioned by the investment arm of State Street — has put all-male corporate boards on notice” -March 8, 2018, the Boston Globe
- “State Street’s ‘Fearless Girl’ stakes out new territory outside Wall Street’s NYSE,” - January 7, 2019, Pensions & Investments

See Exhibit C.

26. As the owner of the Fearless Girl statue and trademark, SSGA will always be associated with Fearless Girl. SSGA is proud of this association. Maintaining the strength and

integrity of Fearless Girl's message is critical to SSGA and to advancing women in the corporate sphere.

The Agreements

27. In 2017, SSGA and Visbal entered into the Agreements concerning the promotion and use of Fearless Girl.

28. The primary goal of the Agreements is to ensure that the message behind SSGA's Fearless Girl remains pure, strong, and consistent with SSGA's values. For this reason, the parties included several safeguards to protect SSGA's campaign to promote women leadership through Fearless Girl. Each party owns a series of exclusive rights and are bound by certain obligations.

29. Under New York law, implicit in every contract is a covenant of good faith and fair dealing. This implied covenant prohibits contracting parties from frustrating the purpose of the contract, even if the contract does not specifically prohibit the conduct.

30. Visbal has materially breached express provisions in the Agreements and her covenant of good faith and fair dealing. She has breached them by selling unauthorized replicas in Australia, as alleged above and below, and Oslo, Norway; she also breached by bringing a replica to the 2019 Women's March in Los Angeles.

31. SSGA has made numerous attempts to prevent Visbal's breaches before the fact, and work with her to cure them after the fact. But Visbal persistently refuses to cooperate and employs delay tactics. She has withheld information, forcing SSGA to gather facts from public sources. She has failed to acknowledge her breaches and thus refuses to cure. She neglected to timely pursue mediation when SSGA proposed to mediate.

32. Visbal has made a habit of breaching her contracts, and not just those with SSGA. The U.S. Coast Guard Alumni Association is also suing Visbal for breach, alleging that she took

over \$28,000 to produce a statue for veterans, which she never delivered. Attached hereto as Exhibit D are true and correct copies of a news article and complaint.

**Visbal's Breach And Impending Breach Of The Agreements
By Her Sale Of An Unauthorized Replica In Australia**

33. SSGA learned from a news article that “Fearless Girl is now coming to Australia.” The article makes it seem—incorrectly—that the statue arriving is actually the statue owned by SSGA that resides in NYC. Attached hereto is Exhibit E, which is a true and correct copy of this article.

34. Other news sources stated that the statue is “being brought to Melbourne by lawyers Maurice Blackburn and industry super funds HESTA and Cbus, as a symbol of the fight for gender equality.” *Id.*

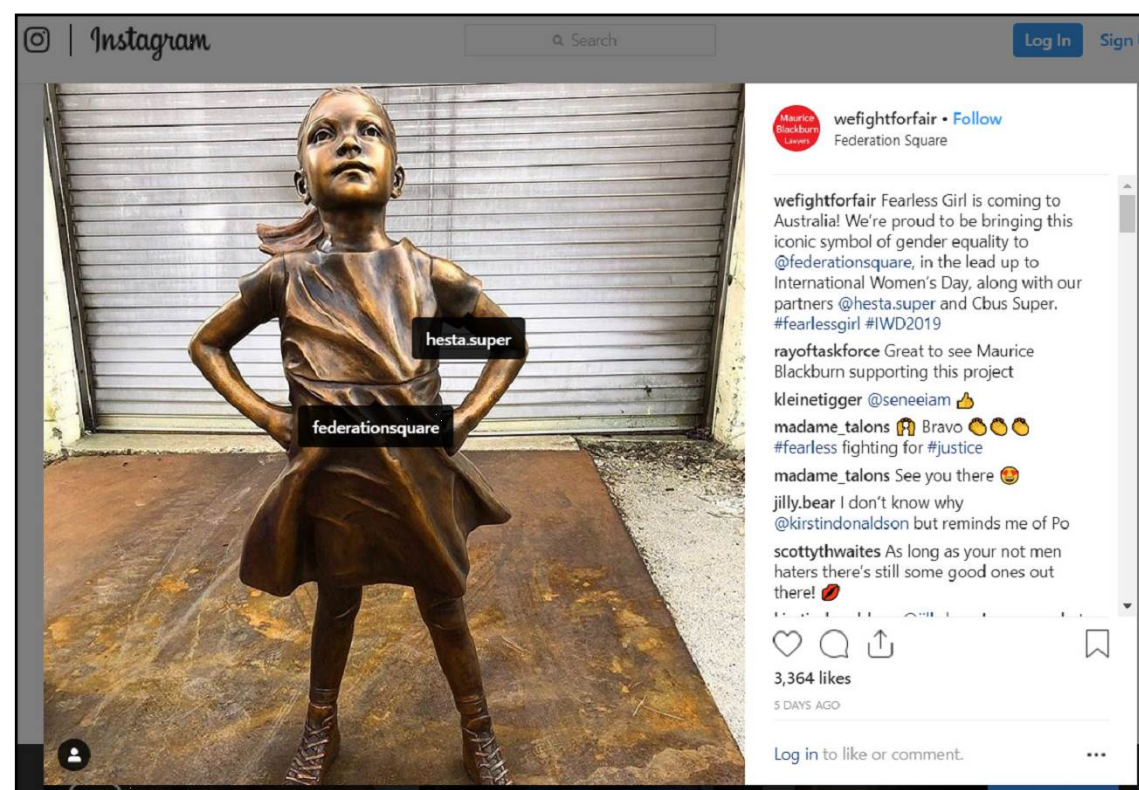
35. On information and belief, Maurice Blackburn is a large Australian law firm whose specialties include personal injury, class actions, superannuation, insurance, and financial services. Maurice Blackburn’s website touts that it is “Australia’s #1 [plaintiff] law firm.” *See* Exhibit B.

36. On information and belief, HESTA refers to Health Employees Superannuation Trust Australia, which is a super fund managed by H.E.S.T. Australia Limited. *Id.*

37. On information and belief, Cbus refers to Construction and Building Unions Superannuation, and is one of Australia’s largest super funds. *Id.*

38. These Australian firms are promoting Fearless Girl in corporate press releases that falsely suggest that it is SSGA’s statue that is arriving. *See e.g.*, <https://www.hesta.com.au/about-us/media-centre/FEARLESS-GIRL-to-take-a-stand-for-equality-in-Australia.html> (“She faced off against the Charging Bull on Wall Street and Fearless Girl is now coming to Australia.”). *See* Exhibit E.

39. Maurice Blackburn's Instagram account, which depicts the company's trademarks, slogans, and branding, boasts a photograph of Fearless Girl and makes prominent use of SSGA's Fearless Girl trademark alongside its own:



See <https://www.instagram.com/p/BtkUyx6FMox> (attached in Exhibit F).

40. Visbal's sale to Maurice Blackburn is a material breach of Sections 7(b) and 7(c)(i)-(iii) of the confidential Master Agreement, Section 1 of the confidential Copyright License Agreement, and Section 3 of the confidential Trademark License Agreement.

41. Visbal's sale and impending delivery frustrate the purpose underlying the Agreements and is a material breach of her express contractual obligations to protect the integrity of Fearless Girl and SSGA, which owns the Fearless Girl trademark in the US, Australia, and in many countries around the globe.

42. As such, SSGA was concerned by the news of the sale and, the day the article was published, emailed Visbal to ask whether she was involved. Visbal responded by email confirming that Maurice Blackburn, which she characterized as a "social justice group," was her client. See

Exhibit B. As noted above, Visbal has been given formal notice of her significant, numerous, and material breaches of the Agreements. The most recent notice has gone unanswered.

43. Visbal's sale and impending delivery in Australia, and the forthcoming public ceremony to promote the statue, will lead to even more media coverage and promotional activity that is confusing and results in a loss of control by SSGA in its reputation and its Fearless Girl trademark.

44. Visbal has proceeded in flagrant disregard of the contractual terms to which she is bound. Upon information and belief, she reassured her buyer that there is no relevant restriction, contractual or otherwise, on her creation of replicas for sale around the world. This is a blatant mistruth.

45. Her unauthorized sale constitutes a material breach of numerous contractual provisions and the scope and content of her actions appear purposefully designed to instill damage on SSGA. At the very least, they indicate Visbal's willful blindness and/or gross negligence of learning facts that were easily available to her.

46. As a result of Visbal's conduct, SSGA has suffered and continues to suffer the loss of goodwill, injury to its reputation, devaluation of its Fearless Girl campaign, and loss of control over the use of its own Fearless Girl brand.

47. Visbal's actions could also lead to a disruption of SSGA's business relationships and the loss of clients and potential clients who will now call into the question the integrity of SSGA's asset stewardship programs, including the Fearless Girl campaign.

48. Visbal's breach of contract was intentional, knowing, and willful. SSGA is thus entitled to an award of exemplary damages and reasonable attorneys' fees.

**Visbal's Breach Of The Agreements By Her Sale
Of An Unauthorized Replica In Oslo, Norway To The Grand Hotel Oslo**

49. Unfortunately, Visbal's current breach of the parties' Agreements is not her only one.

50. Sometime before March 8, 2018, without any notice to SSGA, Visbal sold a replica to real estate investor Christian Ringnes and owner of the Grand Hotel in Oslo, Norway.

51. On March 8, 2018—International Women's Day and the anniversary of SSGA's unveiling of its Fearless Girl statue in New York—the replica was placed publicly outside of the Grand Hotel, where it was photographed and unveiled to the public as part of a promotional event that advertised the replica, its buyer, and, in particular, the Grand Hotel.

52. Photos of the replica—before and after its unveiling outside of the Grand Hotel—were published on the Grand Hotel's Facebook and LinkedIn social media accounts in connection with the Grand Hotel trade name, trademark, and branding as shown below:

The image shows a screenshot of a LinkedIn post from the Grand Hotel Oslo account. The post features a collage of photos: a three-tiered silver serving tray with fruit, a close-up of the bronze Fearless Girl replica statue, and a group of people standing around the statue. The post text reads: "Oslo, meet «Fearless Girl»! On International Women's Day we are proud to introduce the release of Grand's newest addition to our art collection, 'The Fearless Girl' of Kristen Visbal. The Fearless Girl is world renowned for her location in Manhattan, New York facing the Charging Bull on Wall street. An addition of 'The Fearless Girl' is now proudly placed in front of Grand Hotel Oslo, so everyone can enjoy! Read more: <https://lnkd.in/dzxpTxn>". The LinkedIn interface shows 2,558 followers and a notification of 20+ new followers. The bottom navigation bar includes Home, My Network (20+), Messaging (1), Notifications (20+), and Jobs.

See <https://www.facebook.com/GrandHotelOslo/photos/a.117079034997181/1693069350731467/?type=3&theater> (attached as Exhibit G).

53. Further, the unveiling was covered by local media, which also promoted the Grand Hotel in conjunction with the replica. *Id.*

54. Visbal's sale of a replica to the Grand Hotel constitutes a breach of multiple Sections of the parties' confidential Master Agreement, including Sections 1(d), 7(b)(c), and the Copyright License Agreement.

55. Visbal's contractual obligations under the Agreements require her to determine whether a particular sale is authorized. This is a fundamental aspect underlying all of the contracts between the parties. She breached this material obligation.

56. Notably, in February 2018, SSGA and Visbal participated in a series of calls about Visbal's exploitation of replicas. Through the course of those discussions, Visbal remained silent about the sale in Oslo, refusing to divulge the identify of her buyer, and leaving SSGA to learn about the replica by a press inquiry. By concealing this sale and the replica's public unveiling, Visbal breached her covenant of good faith and fair dealing, as well as numerous express obligations under the Agreements.

57. On April 16, 2018, after learning of the Oslo breach, SSGA's attorney sent a notice letter to Visbal asking her to cure her breaches within 30 days.

58. The next day, Visbal's attorney refused to acknowledge the breach and advised there would be no cure, going so far as declining a compromised solution offered by SSGA and proposing an unrealistic and overly-delayed mediation. Thus, Visbal neglected her responsibility to negotiate in good faith to reach resolution.

Visbal's Breach in Los Angeles, California

59. Yet another improper breach occurred by Visbal in January 2019 when she brought a Fearless Girl replica to the Women's March in Los Angeles. The Agreements require Visbal to obtain SSGA's approval to use replicas with certain promotional events. Visbal sought that approval, was notified in writing that SSGA did not approve, yet she proceeded anyway. *See Exhibit H.*

60. Visbal blamed SSGA for her breach, declaring that "[f]or the record, a 2 week review time is not rapid enough for [her] need," and "[SSGA was] late answering" her request to participate in the March, despite the fact that the parties' Agreements do not require SSGA to respond in a two week time frame.

61. Due to Visbal's flagrant disregard of the material terms of the Agreements, and her prior and continuing unwillingness to work with SSGA, SSGA has no choice but to file this action for breach, seeking injunctive relief, damages, and reimbursement of its fees and costs.

FIRST CLAIM OF RELIEF
(Breach of the Master Agreement)

62. SSGA repeats and realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

63. The Master Agreement is a valid, binding, and enforceable written contract that was signed by both parties, and its terms are in full force and effect.

64. Visbal breached several sections of the confidential Master Agreement by making unauthorized sales of replicas to third-party buyers.

65. Visbal breached the Master Agreement by selling/distributing/displaying several prohibited Fearless Girl replicas.

66. Visbal breached other covenants in the Master Agreement by failing to maintain the well-regarded reputation and integrity of Fearless Girl, the Fearless Girl trademark, and SSGA.

67. Visbal's breaches are intentional, knowing, and willful. At the very least, Visbal's actions indicate willful blindness and/or gross negligence.

68. As a result of Visbal's conduct, SSGA has suffered and continues to suffer injury to its reputation, the loss of goodwill in and a devaluation of its Fearless Girl campaign and brand, and a loss of control over the use of its own Fearless Girl trademark.

69. Visbal's actions are a disruption to SSGA's business, and may lead to a loss of clients and potential clients who will now call into the question the integrity of SSGA's asset stewardship programs, including the Fearless Girl campaign.

70. Visbal's breaches have caused and will continue to cause SSGA substantial injury, including that which is irreparable.

71. SSGA has suffered and will continue to suffer and irreparable injury for which it has no adequate remedy at law.

72. Visbal has been unjustly enriched by her actions.

73. SSGA is entitled to equitable relief, specific performance, damages, costs and attorneys' fees.

SECOND CLAIM OF RELIEF

(Breach of the Trademark License Agreement)

74. SSGA repeats and realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

75. The Trademark License Agreement is a valid, binding, and enforceable written contract that was signed by both parties, and its terms are in full force and effect.

76. Visbal breached the terms of the confidential Trademark License Agreement by

making unauthorized sales of replicas to third-party buyers who then misuse SSGA's Fearless Girl trademark.

77. Visbal breached the terms of the confidential Trademark License Agreement by failing to maintain the well-regarded reputation and integrity of Fearless Girl, the Fearless Girl trademark, and SSGA.

78. Visbal's breaches are intentional, knowing, and willful. At the very least, Visbal's actions indicate willful blindness and/or gross negligence.

79. As a result of Visbal's conduct, SSGA has suffered and continues to suffer injury to its reputation, the loss of goodwill in and a devaluation of its Fearless Girl campaign and brand, and a loss of control over the use of its own Fearless Girl trademark.

80. Visbal's actions are a disruption to SSGA's business, and may lead to a loss of clients and potential clients who will now call into the question the integrity of SSGA's asset stewardship programs, including the Fearless Girl campaign.

81. Visbal's breaches have caused and will continue to cause SSGA substantial injury, including that which is irreparable.

82. SSGA has suffered and will continue to suffer irreparable injury for which it has no adequate remedy at law.

83. Visbal has been unjustly enriched by her actions.

84. SSGA is entitled to equitable relief, specific performance, damages, costs and attorneys' fees.

THIRD CLAIM OF RELIEF
(Breach of the Copyright License Agreement)

85. SSGA repeats and realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

86. The Copyright License Agreement is a valid, binding, and enforceable written contract that was signed by both parties, and its terms are in full force and effect.

87. Visbal breached the terms of the confidential Copyright License Agreement by making unauthorized sales to third-party buyers of replicas that are used in breach of the parties' agreements.

88. Visbal's breaches are intentional, knowing, and willful. At the very least, Visbal's actions indicate willful blindness and/or gross negligence.

89. As a result of Visbal's conduct, SSGA has suffered and continues to suffer injury to its reputation, the loss of goodwill in and a devaluation of its Fearless Girl campaign and brand, and a loss of control over the use of its own Fearless Girl trademark.

90. Visbal's actions are a disruption to SSGA's business, and may lead to a loss of clients and potential clients who will now call into the question the integrity of SSGA's asset stewardship programs, including the Fearless Girl campaign.

91. Visbal's breaches have caused and will continue to cause SSGA substantial injury, including that which is irreparable.

92. SSGA has suffered and will continue to suffer irreparable injury for which it has no adequate remedy at law.

93. Visbal has been unjustly enriched by her actions.

94. SSGA is entitled to equitable relief, specific performance, damages, costs and attorneys' fees.

FOURTH CLAIM OF RELIEF

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

95. SSGA repeats and realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

96. The Master Agreement, Copyright License Agreement, and Trademark License Agreement are valid, binding, and enforceable written contracts, and their terms are in full force and effect.

97. Visbal's conduct frustrates the underlying purpose of the Agreements. Visbal's conduct equates to bad faith, such that she broke the spirit of the contracts. Visbal has frustrated the purpose of the Agreements by failing and refusing to disclose relevant information to SSGA about her sales and other exploitations of Fearless Girl; refusing to acknowledge her numerous and repeated material breaches; failing to cure; and refusing to negotiate or mediate in a timely manner or in good faith.

98. Essentially, Visbal is happy to exploit the fame she gained from SSGA hiring her to sculpt the Fearless Girl statue pursuant to the concepts and designs that SSGA developed with its agents and consultants, but is not willing to obey the fair and underlying contracts that come with that fame. Visbal fails to acknowledge or respect SSGA's rights in Fearless Girl, and its significant expenditure of time, money and energy in building and maintaining these rights.

99. By willfully disregarding her obligations, and due to her non-performance, neglect, and nonfeasance, Visbal has breached and continues to breach her implied covenant of good faith and fair dealing.

100. Visbal's breaches have caused and will continue to cause SSGA substantial injury, including that which is irreparable.

101. SSGA has suffered and will continue to suffer irreparable injury for which it has no adequate remedy at law.

102. Visbal has been unjustly enriched by her actions.

103. SSGA is entitled to equitable relief, specific performance, damages, costs and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, SSGA prays:

1. That the Court compel Visbal to mediate;
2. That the Court require Visbal to cure her ongoing breaches of the terms of the parties' Agreements;
3. That the Court award damages including exemplary damages to SSGA;
4. That the Court enter judgment in favor of SSGA, including injunctive relief, and against Visbal, on all claims for relief asserted in the Complaint;
5. That the Court award SSGA all costs, including attorneys' fees, pursuant to the parties' Agreements or otherwise; and
6. That the Court award SSGA such other and further relief as this Court deems, fair, just, and proper.

Dated: New York, New York
February 14, 2019

Respectfully submitted,

FISH & RICHARDSON P.C.

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