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FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

DEC 08 2011

John A. Clark, Executive Officer/Clerk  
BY Rafaela Juliano Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF LOS ANGELES

12 ERIC RYDER, an individual

13 Plaintiff,

14 vs.

15 LIGHTSTORM ENTERTAINMENT, INC., a  
16 California Corporation; JAMES CAMERON,  
17 an individual; and DOES 1 through 25,  
18 inclusive,

19 Defendants.

) Case No.:

) COMPLAINT FOR:

BC474876

- ) 1) BREACH OF IMPLIED CONTRACT;  
) 2) FRAUD AND DECEIT;  
) 3) NEGLIGENT MISREPRESENTATION;  
) 4) INTENTIONAL INTERFERENCE  
) WITH PROSPECTIVE ECONOMIC  
) ADVANTAGE;  
) 5) NEGLIGENT INTERFERENCE WITH  
) PROSPECTIVE ECONOMIC  
) ADVANTAGE

BY FAX

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**NATURE OF THE ACTION**

1. This action arises from the release and exploitation of the motion picture *Avatar*, in breach of an implied agreement between that film's producer, Lightstorm Entertainment, Inc. ("LEI"), and Plaintiff Eric Ryder. At its own request, LEI had Mr. Ryder work with it for nearly two years on the development of his science fiction story into a production-ready motion picture envisioned as an environmentally themed 3-D epic about a corporation's colonization and plundering of a distant moon's lush and wondrous natural setting, the corporation's spy sent to crush an insurrection on the distant moon among anthropomorphic, organically created beings populating that moon, and the spy's remote sensing experiences with the beings, emotional attachment to one of them in particular, and eventual spiritual transformation into a leader of the lunar beings' revolt against the corporation's mining practices. During the time he worked with LEI on the motion picture's development, Mr. Ryder provided LEI executives not only his science fiction story, entitled K.R.Z. 2068 ("KRZ"), but also further treatments, photographs, 3-D visual representations and imagery, character and scene development, story element and production ideas, and screenplay development assistance, in anticipation of the motion picture's production. LEI and Mr. Ryder agreed, impliedly, that LEI would not use or exploit any of the material Mr. Ryder singly, or they jointly, developed in a motion picture, without Mr. Ryder sharing in the commercial receipts and the writer and producer credits. After some two years of enthusiastically working with Mr. Ryder on the film's development, LEI pronounced that the KRZ movie could not be made because no one would be interested in an environmentally themed science fiction feature film.

2. In mid-December 2009, LEI began its worldwide release and distribution of an environmentally themed feature length science fiction movie, titled *Avatar*. *Avatar* liberally and substantially uses material that fell within the LEI-Ryder agreement. After *Avatar*'s release, Ryder asked LEI to make good on its implied promises to him. LEI has refused. Its refusal, after the release, distribution and theatrical exploitation of *Avatar* without permission from, or credit and compensation to, Mr. Ryder, breached LEI's agreement with him, as have subsequent, additional and derivative exploitations of *Avatar*, including but not limited to DVD releases of

1 the movie.

2 3. In 2011, Mr. Ryder learned, through an LEI representative, that Defendants  
3 contend *Avatar* is owned solely by producers that do not include him; that *Avatar* was,  
4 supposedly, written solely by James Cameron; and that Mr. Cameron, supposedly, had prepared  
5 a full scriptment for *Avatar* before the 1999 time period in which LEI was, on information and  
6 belief, first provided with the KRZ story. Mr. Ryder is informed and believes that LEI's  
7 contentions are false, in whole or in part, on the time period the *Avatar* scriptment was written,  
8 the scriptment's content, and its state of development as of 1999. At the same time, Mr. Ryder  
9 pleads in the alternative that, based on the statements LEI conveyed to him in 2011, to the extent  
10 LEI's contentions are true, Defendants perpetrated a fraud on Mr. Ryder and engaged in other  
11 wrongful conduct: they induced him to believe LEI was working with him in good faith for  
12 some two years on KRZ's development into a motion picture. On information and belief, they  
13 did so as a sham project, one fashioned by them to surreptitiously advance the interests of LEI  
14 and Mr. Cameron in *Avatar* and further refine their development of that film project, all the  
15 while intending to prevent or delay a substantially similar movie, KRZ, from going into  
16 production with any competitor of LEI.

17 **PARTIES**

18 4. Plaintiff Eric Ryder is an individual residing in Ojai, Ventura County, California.

19 5. Mr. Ryder is informed and believes and therefore alleges that Defendant LEI is a  
20 California corporation conducting business out of offices located in Santa Monica, Los Angeles  
21 County, California.

22 6. On information and belief, Defendant James Cameron is an individual who  
23 resides in Los Angeles County, California.

24 7. Mr. Ryder is ignorant of the true names and capacities of Defendants sued as  
25 DOES 1 through 25, inclusive, and he therefore sues these Defendants by their fictitious names.  
26 On information and belief, each of the fictitiously named Defendants is responsible in some  
27 manner for the occurrences alleged in this Complaint, and by their conduct proximately caused  
28 Mr. Ryder's damages. Mr. Ryder will amend this Complaint to allege the true names and

1 capacities of Defendants DOES through 25 when ascertained.

2 ///

3 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

4 8. In 1997 and 1998, Plaintiff Eric Ryder developed a story and wrote a treatment  
5 entitled K.R.Z. 2068 ("KRZ").

6 9. In February 1999, Mr. Ryder submitted his KRZ treatment to Andrew Wald, a  
7 film producer with Wald Pictures in Los Angeles. Wald expressed interest in co-producing KRZ  
8 as a feature film.

9 10. On information and belief, during 1999, Wald discussed the KRZ project on Mr.  
10 Ryder's behalf with LEI development executive Jay Sanders, who likewise expressed interest in  
11 developing KRZ as a feature film. On information and belief, KRZ was circulated within LEI;  
12 senior executives and decision-makers within LEI, including James Cameron, Jon Landau and  
13 Rae Sanchini became intimately familiar with the KRZ project, including the story and  
14 development material. On information and belief, Cameron, Landau and Sanchini also were  
15 intimately involved in the development and production of *Avatar*.

16 11. Messrs. Ryder and Wald, and Wald's associate Toni Baffo, worked together with  
17 Sanders, who was acting as LEI's representative, to further develop a motion picture based on  
18 the KRZ treatment. During this period, at Sanders' request on behalf of LEI, Mr. Ryder worked  
19 on numerous story drafts and created additional content that was provided to LEI. Mr. Ryder  
20 also submitted to Jay Sanders 3-D imaging material, photographs and visual representations  
21 which depicted what Ryder envisioned certain scenes and settings to look like for the proposed  
22 motion picture, including without limitation scenes of Jupiter and her moons looming in the  
23 background, self-contained robotic exterior suits which house a single human operator, and  
24 bioluminescent nature scenes that play a role in the KRZ plot development. On information and  
25 belief, Sanders circulated these photographs and visual representations to other senior executives  
26 and decision-makers within LEI.

27 12. In late summer 2000, Sanders asked Ryder to work with Stuart Hazeldine, a  
28 registered screenwriter, who was commissioned pursuant to the KRZ project to prepare a

1 screenplay based on KRZ. In the summer of 2001, Hazeldine submitted his first draft story  
2 treatment to LEI, based upon Ryder's most recent story revisions, creative material and  
3 suggestions. The Hazeldine story treatment draft was circulated within LEI and creative notes  
4 were generated in order for a screenplay to be prepared.

5 13. The process continued until the final screenplay draft was completed and  
6 submitted to LEI in the fall of 2001. On information and belief, the final screenplay draft was  
7 circulated to senior executives and decision-makers within LEI.

8 14. During the process described above, Mr. Ryder visited LEI's offices  
9 approximately six times. The final meeting at the end of 2001 was attended by Ryder, Wald,  
10 Baffo, Sanders and, on information and belief, other LEI senior executives and representatives  
11 that included Rac Sanchini and Jon Landau. Hazeldine participated in the meeting by  
12 speakerphone.

13 15. From about 2000 to 2001, Mr. Ryder as well as Andrew Wald (on Ryder's behalf)  
14 presented KRZ to Defendants, their agents and employees, including Sanders, Hazeldine,  
15 Landau and Sanchini. Those agents and employees of Defendants were acting within the course  
16 and scope of such agency and employment, and with the permission and consent of the  
17 Defendants, and all of them.

18 16. Mr. Ryder presented and disclosed KRZ to the Defendants, and their agents and  
19 employees, in confidence and with the expectation and understanding that he would be  
20 compensated and receive writer and producer credits, in the event any of the KRZ development  
21 project's material was used in a motion picture released for commercial distribution.

22 17. Mr. Ryder's presentation and disclosure of the KRZ story, production materials  
23 and film development project to Defendants and their agents and employees was consistent with  
24 the well-established customs and practices of the entertainment industry, and on the condition  
25 that the ideas and concepts presented by Ryder would not be disclosed or exploited without  
26 Ryder's consent and Ryder's receipt of appropriate compensation and credit.

27 18. At no time was Mr. Ryder asked to sign, nor did he sign, any document that  
28 waived his rights or assigned any right, title or interest in KRZ or the project to LEI. Nor did

1 LEI ever compensate Mr. Ryder for KRZ or his services. The parties' clear understanding was  
2 that if LEI used KRZ to produce and release a film, Ryder would receive credit and  
3 compensation.

4 19. Ultimately, in 2002 LEI represented to Mr. Ryder that no one would go to see an  
5 environmentally themed feature length science fiction movie, and that KRZ would not be made.  
6 On information and belief, LEI's representation was false; LEI in fact wanted to make an  
7 environmentally themed science fiction motion picture with striking similarities to KRZ; and,  
8 without Ryder's consent, LEI used the KRZ story, development materials and film project in the  
9 making of *Avatar*.

10 20. **Synopsis of KRZ.** The KRZ film development project presented the story of a  
11 strong female protagonist who is sent to a moon of a distant planet to try to infiltrate and disrupt  
12 an insurrection among the local KRYs who populate that moon. The KRYs are anthropomorphic  
13 robotic beings who have been created through organic "growing." They have an essentially  
14 human look. But they are threatening a major earth-based corporation's efforts to mine a very  
15 valuable commodity from the faraway moon. The female protagonist had lost her husband in an  
16 accident working for the corporation years earlier, and has developed a lone-wolf, hardened  
17 exterior. Sent out as the mining corporation's spy, she instead becomes emotionally attached to  
18 one of the KRYs: an intelligent "KRZ" who leads the mutiny. In so doing, she finds that she can  
19 remotely re-experience the KRZ's sensory data files first hand, and understand the KRYs'  
20 history and their reasons for turning against the corporation. The death and destruction that has  
21 been unleashed on the faraway moon had been egregious, yet the corporation feels no  
22 responsibility to mitigate the damage to the environment. To the contrary, the corporation cares  
23 only about increasing the productivity of the mining operations, and squelching the mounting  
24 insurrection of the KRYs that had been threatening productivity. In addition to experiencing the  
25 destruction that was occurring at the hands of the corporation through remote sensory transfers,  
26 the woman has revelatory, transcendental experiences interacting with the lush and fantastic  
27 beauty of the natural world, influencing her to become sympathetic to the insurgents, and  
28 eventually to side with them against her corporate employer.

21. The KRZ project and *Avatar* have many striking similarities, including elements of the synopsis above. Among other things, in both KRZ and *Avatar*:

- 3-D effects infuse the story, and in particular the faraway moon's environment;
- The protagonist is retained by a large corporation to do its bidding;
- The protagonist has suffered personal hardship, and the loss of a close loved-one, which have made the protagonist a lone wolf, who is receptive to the corporation's proposal;
- The earth-based corporation asks the protagonist to travel to a faraway moon of a distant planet for a mission;
- The corporation has reached into and has colonized deep space to mine a substance of incredible value;
- The protagonist is offered enormous compensation in exchange for helping the corporation to maximize productivity of its mining operation;
- The corporation has created and utilized anthropomorphic creatures that are able to move about in and experience the alien environment, and the protagonist is able to connect with these creatures to share sensory data and share the creature's real-time sensory experiences;
- Through the protagonist's sharing of the creature's sensory experiences, the protagonist was able to directly perceive the beauty and richness of the indigenous world;
- Sensory experience is shared through locks of hair at the back of the head, through a filament, or pony-tail connection, and this occurs between the protagonist and the anthropomorphic native of the moon world, with whom an emotional and romantic bond has formed;
- The protagonist and other characters also experience powerful connections to the indigenous world and its bioluminescent life forms;
- The lush and fantastical environment—on a distant moon—plays a central role in the story;
- The protagonist escapes from danger in the moon's lush environment by plunging through a torrent of water;
- A character is envisioned to be played by or styled after Sigourney Weaver;

- 1 • The protagonist used a digital diary to record experiences:
- 2 • The corporation's mining practices have been incredibly destructive, but the corporation
- 3 feels no responsibility to limit its impact on the environment in its ever-increasing demand for
- 4 maximum productivity and profits:
- 5 • The corporation creates great incentives for increased production;
- 6 • The lead on-site corporate actor refuses to accept low production, has quarterly
- 7 production goals, and resorts to extreme tactics to achieve those goals;
- 8 • The corporation's mining practices are dangerous, but the corporation views the lunar
- 9 beings and indigenous environment as expendable, and violence is used to set an example;
- 10 • The protagonist's growing appreciation for the natural environment leads the protagonist
- 11 to turn against the death and destruction represented by the corporation;
- 12 • There is a recurring theme of studying and learning to appreciate the indigenous nature,
- 13 and scientific cataloguing of alien species;
- 14 • One-man vessels or suits (with a scaled interior environment for the human operator)
- 15 with functioning limbs that mimic the operator's movements, are used for performing the
- 16 corporation's tasks in the alien environment;
- 17 • There is an increasing and ultimately foreboding threat to continued existence of natural
- 18 environment creates anxiety for the characters, and suspense for the audience;
- 19 • The protagonist ultimately becomes completely sympathetic to the lunar beings, and
- 20 becomes one of them; and
- 21 • There is a happy ending, with the protagonist taking a leading role in preventing the
- 22 corporation from achieving its destructive objectives and protecting the natural indigenous
- 23 environment.

24       22. Mr. Ryder is informed and believes and therefore alleges that the substantial  
25 similarities between *Avatar* and KRZ are no mere coincidence. On information and belief, LEI  
26 is the production company of James Cameron, the director of *Avatar* who also claims to have  
27 created an *Avatar* "scriptment" and screenplay. Mr. Ryder is informed and believes, and pleads  
28 in the alternative, that one of two things (or some combination of two things) must be true:



1 either:

2 (A) any scriptment of *Avatar* that was in existence in 1999 did not yet include the  
3 elements of KRZ that are substantially similar to the *Avatar* motion picture that was ultimately  
4 released, and LEI breached its implied-in-fact contract with Ryder, and breached its duty of  
5 confidentiality, by disclosing KRZ and Ryder's related production material, concepts, and ideas  
6 to Cameron, for purposes unrelated to the advancement of the KRZ project, who then claimed  
7 the material as his own;

8 (B) LEI induced Ryder to enter into an implied-in-fact contract regarding development of  
9 KRZ as a motion picture, and induced Ryder to disclose his KRZ treatment, concepts and ideas  
10 to LEI, through fraud; specifically, Ryder is informed and believes and therefore alleges that LEI  
11 never intended to develop KRZ as a motion picture, and its representations to Ryder to the  
12 contrary were false, made for the purpose of inducing Ryder to take his potentially competitive  
13 story and film project out of the market for a period of time sufficient to allow Defendants to get  
14 *Avatar* in production before Ryder, Wald and another studio could put KRZ into development;  
15 or

16 (C) LEI induced Ryder to enter into an implied-in-fact contract regarding development  
17 of KRZ as motion picture, with the secret objective of appropriating and incorporating Ryder's  
18 story, 3-D production ideas and material as it saw fit for use in LEI's nascent *Avatar* project,  
19 never intending in good faith to facilitate the production of a film that would be substantially  
20 similar and competitive to *Avatar*.

21  
22 **FIRST CAUSE OF ACTION**

23 (Breach of Implied Contract, against LEI)

24 23. Ryder incorporates by reference paragraphs 1 through 22 above.

25 24. In about 2000-2001, Plaintiff Eric Ryder and Defendant LEI established an  
26 implied-in-fact contract, as shown by their conduct, whereby LEI agreed to accept Ryder's  
27 presentations of KRZ and to develop KRZ into a motion picture only with Ryder's consent and  
28 with compensation and credit to Ryder. At LEI's request, Mr. Ryder physically, orally and in

1 writing provided and disclosed KRZ and related 3-D imagery visualizations, ideas, concepts,  
2 story, character and scenery elements, photographs, artistic renderings, graphic presentations,  
3 and other materials to LEI and its authorized agents and representatives.

4       25. Mr. Ryder submitted KRZ and disclosed his material, ideas and creative concepts  
5 for KRZ to LEI pursuant to the standard custom and practice in the motion picture industry with  
6 respect to the exchange of creative material and ideas, and on the condition and with the  
7 understanding that: (A) Ryder's disclosure of KRZ and related material, ideas and concepts was  
8 for the purpose of inducing LEI to become interested in KRZ and to produce KRZ as a motion  
9 picture; (B) Ryder expected to be compensated and receive credit for any use or exploitation of  
10 KRZ by LEI; (C) LEI would not exploit or cause or assist any other person or entity to exploit  
11 KRZ without obtaining Ryder's consent, giving him credit, and compensating him; and (D)  
12 Ryder presented KRZ and disclosed his material, ideas and concepts related to KRZ to LEI and  
13 its agents and representatives in confidence, with the expectation and understanding that LEI  
14 would use the disclosures and its working relationship with Ryder only for the good faith  
15 objective of furthering the development of KRZ into a feature length motion picture, not for  
16 other purposes.

17       26. LEI demonstrated and implemented the implied-in-fact contract through its  
18 intentional conduct, including the following:

- 19       • In early 2000, Sanders, on behalf of LEI, accepted Ryder's submission and disclosure of  
20 the KRZ treatment, and said LEI was interested in developing KRZ as a feature film;
- 21       • Sanders, on behalf of LEI, worked with Ryder, Wald and Baffo to further develop a  
22 motion picture based on Ryder's KRZ treatment;
- 23       • Sanders, on behalf of LEI, actively encouraged Ryder to work on numerous story drafts  
24 to create additional content and production material, and to submit photographs and visual  
25 representations that depicted what Ryder envisioned certain scenes and settings to look like;
- 26       • Sanders, on behalf of LEI, asked Ryder to work with Hazeldine to prepare a screenplay  
27 based on KRZ, and LEI commissioned Hazeldine to prepare that screenplay;
- 28       • LEI caused KRZ, story drafts, screenplays based on KRZ, and related materials to be

1 circulated within LEI for review by LEI senior executives and decision-makers; and

2 • LEI representatives, including Sanders and, on information and belief, Rae Sanchini and  
3 Jon Landau, met personally with Ryder at LEI's offices for the purpose of developing KRZ into  
4 a feature film.

5 27. The conduct of Mr. Ryder and LEI alleged above was intentional, and Ryder and  
6 LEI each knew, or had reason to know, that the other party would interpret their conduct as an  
7 agreement to enter into a contract. An implied-in-fact contract between Mr. Ryder and LEI was  
8 created, as herein alleged.

9 28. Mr. Ryder has performed all conditions, covenants, and promises required on his  
10 part to be performed in accordance with the terms and conditions of his implied-in-fact contract  
11 with LEI.

12 29. Mr. Ryder is informed and believes and therefore alleges that LEI breached its  
13 contract with him by, among other things, (A) using and exploiting, and causing or assisting  
14 others to use and exploit, KRZ and Ryder's related ideas and concepts in a motion picture  
15 released as *Avatar*; (B) failing to use Ryder's submission of KRZ and related material, ideas and  
16 concepts, for the purpose of good faith development of KRZ into a motion picture; and (C)  
17 failing to compensate Mr. Ryder, share with him the receipts and profits from the exploitation of  
18 KRZ, or give him writer and producer credits.

19 30. As a direct and proximate result of LEI's breach of contract, Ryder has suffered  
20 and will continue to suffer damages and lost profits in an amount to be proven at trial.

## 21 SECOND CAUSE OF ACTION

22 (Fraud and Deceit, against LEI)

23 31. Ryder incorporates by reference paragraphs 1 through 30 above.

24 32. In or about February 2000, in a meeting at LEI's Santa Monica offices, LEI,  
25 through Jay Sanders, made the material representation to Plaintiff Eric Ryder that LEI was  
26 interested in having Ryder work on a joint project with it for the development of KRZ into a  
27 feature length motion picture. LEI, through Sanders, made this representation in a manner that  
28 would be understood to mean that LEI had good faith intentions to facilitate the development of

1 KRZ as a motion picture in which Ryder would participate, receive credit, and receive a share of  
2 its receipts and profits from exploitation, and to use Ryder's story, treatment, creative materials  
3 and future submissions only for the purpose of furthering their joint development project. In  
4 making this representation, LEI did not disclose the following facts, among others, which LEI  
5 has represented in 2011 as true: that LEI as of the time of the representation already possessed a  
6 fully developed scriptment supposedly prepared by James Cameron for a film project called  
7 *Avatar* that was substantially similar to KRZ, and that LEI fully intended to prepare *Avatar* for  
8 film production. Nor did LEI disclose that it would not produce or facilitate a film such as KRZ,  
9 that was substantially similar to the *Avatar* scriptment LEI now contends was already developed  
10 prior to 2000; nor that LEI intended to secretly share KRZ and Ryder's submissions with James  
11 Cameron for the purpose of surreptitiously assisting Cameron's continuing development of this  
12 film project called *Avatar*, as LEI and Cameron saw fit, without the knowledge or participation  
13 of Ryder. The facts known to LEI, but not disclosed to Mr. Ryder at the time of Sanders'  
14 representations to him, were material, and their withholding made Sanders' representations  
15 misleading. LEI knew these affirmative representations and omissions of fact were false and  
16 misleading; or, it made them recklessly, without regard for their truth and their likely impact on  
17 Ryder.

18 33. Mr. Ryder relied on the representations Sanders made on behalf of LEI. He was  
19 induced to believe that he had entered into a joint project for the development of an  
20 environmentally themed feature length science fiction movie based on KRZ. Over the course of  
21 roughly two years, based on Jay Sanders' representations on behalf of LEI, Eric Ryder  
22 committed his time and labor, and his story, to what he believed was a good faith joint  
23 development project with LEI.

24 34. On information and belief, LEI intended for Ryder to rely on Sanders'  
25 representations and withholding of material information.

26 35. On information and belief, as a pretext to cover up its use of the KRZ film project  
27 in bad faith for the purpose of surreptitiously aiding the development of *Avatar*, LEI conveyed to  
28 Mr. Ryder in 2002 the supposed assessment that an environmentally themed feature length

1 science fiction movie, such as KRZ, would not be accepted by the movie-going public, and for  
2 this reason LEI would not be able to continue with production of KRZ. LEI conveyed this  
3 assessment while knowing this, too, was false and misleading.

4 36. As a proximate result of LEI's false representations and omissions as to material  
5 facts, compounded by its effort in 2002 to continue to mislead Mr. Ryder about its true intent to  
6 covetously assist and secure the exclusive development of the supposed *Avatar* project, without  
7 competition, Plaintiff futilely devoted two years of his life to what was, unbeknownst to him, a  
8 sham project. He lost the opportunity to sell his project to another film production company, and  
9 lost his working relationship with film producer Andrew Wald. Plaintiff has suffered tort  
10 damages in an amount to be proven at trial.

11 37. LEI's conduct as described above was malicious, oppressive and fraudulent.

12  
13 **THIRD CAUSE OF ACTION**

14 (Negligent Misrepresentation, against LEI and Does 1 through 25)

15 38. Ryder incorporates by reference paragraphs 1 through 33 and 35-36 above.

16 39. LEI's representations to Mr. Ryder were made despite LEI's possession of facts  
17 showing them to be false and misleading. LEI negligently misrepresented to Ryder that it was in  
18 good faith entering into a joint project for the development of an environmentally themed feature  
19 length science fiction movie based on KRZ, without conflict with a supposedly fully or partially  
20 developed *Avatar* scriptment.

21 **FOURTH CAUSE OF ACTION**

22 (Intentional Interference with Prospective Economic Advantage,

23 Against LEI, Cameron and Does 1 through 25)

24 40. Ryder incorporates by reference paragraphs 1 through 39 above.

25 41. As of 1999, Film producer Andrew Wald agreed to work with Plaintiff Eric Ryder  
26 to co-produce KRZ as a motion picture, in association with a studio or other film production  
27 company. Plaintiff had a reasonable expectation of future economic benefits through Mr. Wald's  
28 agreement to participate in the production of KRZ a feature length film.

1 42. LEI and, on information and belief, Defendant James Cameron, were aware that  
2 Mr. Ryder and Mr. Wald had an actual and prospective economic relationship and advantage  
3 concerning the development of KRZ into a feature length film.

4 43. LEI and Defendant James Cameron engaged in wrongful acts intended to disrupt  
5 the prospective economic relationship between Ryder and Wald; or, at the least, they pursued  
6 these wrongful acts with reckless disregard for the interference they would cause to Plaintiff's  
7 prospective economic relationship with film producer Andrew Wald.

8 44. The wrongful acts of LEI, Defendant James Cameron, and Doe Defendants 1  
9 through 25, directly or in concert, did in fact interfere in and disrupt the prospective economic  
10 relationship between Ryder and Wald.

11 45. As a proximate result of the acts of interference by Defendants, Plaintiff Eric  
12 Ryder has suffered tort damages in an amount to be proven at trial.

13 46. The acts of interference, intentionally undertaken by LEI and Mr. Cameron, were  
14 fraudulent, malicious and oppressive.

15 **FIFTH CAUSE OF ACTION**

16 (Negligent Interference with Prospective Economic Advantage,

17 Against LEI, Cameron and Does 1 through 25)

18 47. Ryder incorporates by reference paragraphs 1 through 42 and 44-45 above.

19 48. LEI, James Cameron and Does 1 through 25 were negligent in engaging in the  
20 acts of interference  
21 described above.

22  
23 **PRAYER FOR RELIEF**

24 WHEREFORE, ERIC RYDER prays for judgment against Defendants as follows:

- 25 1. That RYDER be awarded contract damages in an amount to be proven at trial;  
26 2. That RYDER be awarded tort damages in an amount to be proven at trial.  
27 3. That RYDER be awarded the profits that Defendants obtained from their  
28 wrongful acts;


1           4.       That RYDER be awarded punitive damages in an amount sufficient to punish,  
2 deter. and make an example of Defendants for their conduct alleged herein;

3           5.       That the Court award RYDER such further relief as the Court deems just and  
4 proper.

5  
6 Dated: December 8, 2011

Respectfully submitted,

RINCON VENTURE LAW GROUP

7  
8 By   
9 K. Andrew Kent  
10 Attorneys for Plaintiff  
11 ERIC RYDER  
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) K... Andrew Kent, Esq. RINCON VENTURE LAW GROUP 2815 Townsgate Road, Suite 215 Westlake Village, CA 91361 TELEPHONE NO. (805) 557-0850 FAX NO. (805) 557-0480		FOR COURT USE ONLY <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES  DEC 08 2011  John A. Clarke, Executive Officer/Clerk BY <u>Rubena Julliano</u> Deputy	
ATTORNEY FOR (Name) Eric Ryder SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS 111 North Hill Street MAILING ADDRESS 111 North Hill Street CITY AND ZIP CODE Los Angeles, CA 90012 BRANCH NAME Stanley Mosk Courthouse		CASE NUMBER:  <b>BC 474876</b> DEPT.	
CASE NAME: Ryder v. Lightstorm Entertainment			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence	d. <input type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. <input type="checkbox"/> Substantial postjudgment judicial supervision
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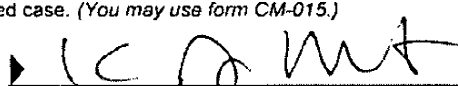
3. Remedies sought (check all that apply): a. ☒ monetary     b. ☐ nonmonetary; declaratory or injunctive relief     c. ☒ punitive

4. Number of causes of action/specify: 5

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 8, 2011  
 Andrew Kent, Esq.  
 (TYPE OR PRINT NAME)

  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL, 5-6 ☐ HOURS/ ☒ DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps -- If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in central (other county, or no bodily injury/property damage).  | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.   | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                       | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                     | 10. Location of Labor Commissioner Office                  |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
<b>Other Personal Injury/Property Damage/ Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
<b>Non-Personal Injury/ Property Damage/ Wrongful Death Tort</b>	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
<b>Employment</b>	Wrongful Termination (35)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
<b>Contract</b>	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A5002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
<b>Real Property</b>	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 8.
<b>Unlawful Detainer</b>	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2., 8.
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
<b>Miscellaneous Civil Complaints</b>	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.	
<b>Miscellaneous Civil Petitions</b>	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
	<input type="checkbox"/> A6100 Other Civil Petition	2., 9.	

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**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS  111 North Hill Street
CITY Los Angeles	STATE CA	ZIP CODE 90012	

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 12/8/11

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.