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IN THE UNITED STATES FEDERAL DISTRICT COURT  
CENTRAL DISTRICT, STATE OF UTAH

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SOPHIA STEWART,

Plaintiff,

v.

MICHAEL T. STOLLER, JONATHAN  
LUBELL, DEAN WEBB, GARY  
BROWN and JOHN DOES I through X,  
individuals whose identities are not yet  
known,

Defendants.

**FIRST AMENDED COMPLAINT**

Case No. 2:07cv00552

The Honorable Dale A. Kimball

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COMES NOW Plaintiff, Sophia Stewart (“Stewart”) by and through her counsel of record, Edward W. McBride, Jr., and hereby complains against Michael T. Stoller, Jonathan Lubell, Dean Webb, Gary Brown and John Does I through X and Jane Does I through X, alleging as follows:

**PARTIES AND JURISDICTION**

1. Stewart is an individual residing in Salt Lake City, Utah. Stewart was a resident of Salt Lake City when she signed the contract spawning this action, as well as

when each of the respective Defendants hereto engaged in the acts or omissions that Stewart describes herein.

2. Michael Stoller is an attorney licensed to practice law in the State of California with his offices located at 9454 Wilshire Boulevard, Suite 500, Beverly Hills, California 90212.

3. Jonathan Lubell is an attorney licensed to practice law in the State of New York with his offices located at 730 Fifth Avenue, 9<sup>th</sup> Floor, New York, New York 10019.

4. Gary Brown is an attorney duly licensed to practice law in the State of California with his offices located at One Fair Oaks Avenue, Suite 301, Pasadena, California 91105.

5. Dean Webb is an attorney licensed to practice in the District of Columbia with his offices located at 8002 NE Highway 99, Suite B, Vancouver, Washington, 98665.

6. The John Doe defendants are individuals and corporations that assisted the Defendants named herein in accomplishing the various breaches, acts and omissions spawning this Complaint whose identities Stewart does not yet know.

7. Venue before this Court is proper pursuant to 42 U.S.C. Section 1394(2) and (3).

8. Jurisdiction is proper before this court under 42 U.S.C. Section 1332.

9. This Court has personal jurisdiction over the defendants to this matter because the contract at issue was entered into in Utah and Defendants' acts and omissions spawning this lawsuit occurred in Utah.

10. This Court also has jurisdiction over the defendants to this matter under Utah's long-arm statute, Utah Code Annotated § 78-27-23(2).

11. This Complaint contains claims for breach of contract, malpractice, civil conspiracy, fraud, breach of fiduciary duty and conversion.

12. In her prior copyright infringement lawsuit, Stewart alleged that Andy Wachowski, Larry Wachowski, Thea Bloom, Twentieth Century Fox Film Corporation, Warner Bros. Entertainment, Inc., James Cameron, Gale Ann Hurd and Joel Silver appropriated and infringed on her copyrighted material in creating the Matrix and Terminator Trilogies.

13. Defendants Michael Stoller, Jonathan Lubell, Gary Brown and Dean Webb ("collectively referred to herein as "Defendants") were her counsel of record at various stages of a copyright infringement lawsuit in the United States District Court, Central District of California, Los Angeles, Western Division, Case No. 03-2873-MMM (VBKx) ("the copyright infringement action").

14. Stewart alleges in this action that the copyright infringement action was dismissed because of Defendants' malpractice, negligence, conspiracy and breaches of contract.

15. Stewart also alleges in this matter that she was ordered to pay the defendants' attorneys' fees and in the copyright infringement action as a direct result of Defendants' malpractice, negligence, conspiracy and breaches of contract.

### GENERAL ALLEGATIONS

16. Stewart is a well-known screenwriter, composer, editor of science fiction scripts, projects, motion picture films, motion picture reviews, commentaries and critiques, including motion picture manuscripts.

17. On or about May 1, 1981, Stewart finished an original literary and artistic work consisting of a six-page screen treatment entitled "The Third Eye," a scientific account of futuristic life.

18. During early 1981, Stewart also finished another original literary and artistic work based on and introducing a complex concept set in the future that was not otherwise published in the early 1980s.

19. In May 1981 Stewart delivered via federal mails to Twentieth Century's Susan Merzbach, Vice-President of Creative Affairs, a copy of the six-page screen treatment "The Third Eye." Merzbach read the materials and contacted Stewart, asking whether she had any other materials based on The Third Eye such as screen treatments, and/or scripts that she had authored.

20. Stewart informed Merzbach that she was working on a full and complete manuscript and would have it finished in the winter of 1983.

21. Merzbach warranted that if Twentieth Century used Stewart's material in making a motion picture, Stewart would be compensated.

22. Stewart relied on Merzbach's representation and sent additional materials to Twentieth Century.

23. On or about November 1, 1983, Stewart finished developing a literary and artistic work consisting of a 45-page instrument referred to as an “Epic Science Fiction Manuscript” and entitled “The Third Eye,” which was an account of life in the future.

24. Stewart is the legal and beneficial owner of “The Third Eye” aka “Third Eye,” and the registrant of United States Copyright Office Registration Number Txu 117-610, effective date of registration, February 2, 1983.

25. Stewart is also the owner of “The Third Eye” and registrant of United States Copyright Number Txu 154-281, February 6, 1984, which includes an add-on manuscript to her original (under Stewart’s pseudonym, Zenia Kavala), the original draft, illustrations, character analyses and synopses.

26. Stewart is also the author of “The Makings of the Third Eye.”

27. The Third Eye is Stewart’s sole and exclusive intellectual property, eligible for federal copyright registration and protection.

28. Andy Wachowski is an individual residing in Los Angeles, California that produces and directs films and writes comic books under a business known as A&L Eons Production.

29. Larry Wachowski is an individual residing in Los Angeles, California that produces and directs films and writes comic books under a business known as A&L Eons Production.

30. James Cameron is an individual residing in Los Angeles, California that produces and finances motion picture films.

31. Joel Silver is an individual residing in Los Angeles, California that produces and directs motion picture films.

32. Twentieth Century Fox Film Corporation is a Delaware Corporation with its principle place of business located in Los Angeles, California. Twentieth Century Fox produces and distributes motion picture films.

33. Warner Bros. Entertainment, Inc. is a Delaware corporation with its principle place of business in Los Angeles, California. Warner Bros. produces and distributes motion picture films.

34. In 2003, Stewart filed the copyright infringement action *pro se* in the United States District Court, Central District of California, Los Angeles, Western Division, against Andy Wachowski, Larry Wachowski, Thea Bloom, Twentieth Century Fox Film Corporation, Warner Brothers Entertainment, Inc., James Cameron, Gale Hurd and Joel Silver.

35. Stewart alleged in the copyright infringement action that Twentieth Century Fox Film Corporation, James Cameron and Gale Anne Hurd (the “Terminator Defendants”) willfully appropriated and infringed on her copyrighted works by making and distributing The Terminator, Terminator 2: Judgment Day and Terminator 3: Rise of the Machines.

36. Stewart’s *pro se* Complaint in the copyright infringement action also alleged that defendants Warner Brothers Entertainment, Inc., Andy Wachowski, Larry Wachowski, Joel Silver, and Thea Bloom (the “Matrix Defendants”) willfully appropriated and infringed on her copyrighted literary works by making and distributing The Matrix, The Matrix Reloaded and The Matrix Revolutions.

37. Stewart's *pro se* Complaint sought damages for copyright infringement, declaratory relief and violations of the Racketeer Influenced and Corrupt Organization Act ("RICO").

38. Stewart's lawsuit alleged that during the winter of 1983, Stewart received a telephone call from Twentieth Century's David Madden's office, by and through Madden's authorized representative, Valerie Redd. Redd requested Stewart to promise that she would submit and tender her Epic Science Fiction Manuscript to Twentieth Century. Redd suggested in this telephone call that if Twentieth Century used Stewart's material in making a motion picture, she would be compensated.

39. Stewart's lawsuit alleged that Redd's representations to Stewart were false and she knew they were when she made them.

40. Stewart's lawsuit alleged that she justifiably relied on Redd's representations and sent additional material to Twentieth Century.

41. Stewart's lawsuit alleged that in October 1983 she received another telephone call from Valerie Redd of Twentieth Century. Redd asked Stewart to immediately submit a copy of Stewart's finished product. Redd repeated her comment that if Twentieth Century used Stewart's material in making a motion picture, she would be compensated.

42. Stewart's lawsuit alleged that Redd's representations to Stewart in their October 1983 telephone conversation were false and Redd knew they were when she made them.

43. Stewart's lawsuit alleged that she justifiably relied on Redd's representations and sent additional materials to Twentieth Century.

44. Stewart's lawsuit alleged that in November 1983, she caused to be mailed, via federal mails, to Redd a copy of her finished product. In early 1984, Redd placed another telephone call to Stewart, advising her that she must again tender her final product through an agent. Redd's representation was knowingly false, as it was designed to cover up the fact that Twentieth Century already had appropriated Stewart's intellectual property in creating the movie, *The Terminator*.

45. Stewart's lawsuit alleged that she justifiably relied on Ms. Redd's representation, and was lulled into believing that she had to take additional steps to interest Twentieth Century in using her intellectual property. Stewart complied by resubmitting the product through an agent.

46. Stewart's lawsuit alleged that upon receipt of Stewart's second submission, however, Lora Lee, a Twentieth Century agent/employee, telephoned Stewart and told her that she would have to resubmit the final product, now for a third time, and that it could only be submitted through an agent affiliated with the Writer's Guild of America.

47. Stewart's lawsuit alleged that Lee's representation was knowingly false, as it was designed to cover up the fact that Twentieth Century already had misappropriated Stewart's intellectual property in creating the movie, *The Terminator*.

48. Stewart's lawsuit alleged that she justifiably relied on Lee's representation, and was lulled into believing that she had to take additional steps to interest Twentieth Century in using her intellectual property.

49. Stewart's lawsuit alleged that on or about July 1, 1985, Stewart, acting by and through her duly authorized representative, transmitted via federal interstate wires



and/ or federal mail a communication to Twentieth Century, attention, Lora Lee, Story Editor, specifically disclosing Stewart's communications with Susan Merzbach and previous delivery to Twentieth Century of the complete 45-page "The Third Eye" Epic Science Fiction Manuscript.

50. Stewart's lawsuit alleged that she specifically informed Twentieth Century that the delivery of the 45-page manuscript was made through federal mail, return receipt requested, and affirmed receipt by Twentieth Century, but no acknowledgement appeared upon the return receipt itself, and that a second copy of the 45-page manuscript was being resubmitted to Twentieth Century.

51. Stewart's lawsuit alleged that on July 10, 1985 she received, by and through her duly authorized representative, a written communication via federal mail from Twentieth Century, Lora Lee, Story editor, wherein Twentieth Century acknowledged the receipt of Stewart's complete 45-page "The Third Eye" Epic Science Fiction Manuscript.

52. Stewart's lawsuit alleged that Lee's letter further stated ". . . there was interest from Fox during a previous administration, I regret to inform you that Fox is only allowed to accept submissions from agents who are signatory with the Writer's Guild of America. Unfortunately, we cannot make exceptions."

53. Stewart's lawsuit alleged that Lee's representation was knowingly false, as it was designed to cover up the fact that Twentieth Century had appropriated Stewart's intellectual property and used it in creating the movie, *The Terminator*.

54. Stewart's lawsuit alleged that she justifiably relied on Lee's written representation, and was lulled into believing that Twentieth Century had no interest in using her intellectual property.

55. Stewart's lawsuit alleged that during the summer of 1986, Andy and Larry (collectively referred to herein after as "the Wachowskis"), caused an advertisement to be placed in a national magazine actively soliciting screen writers and authors of literary works who specifically composed, edited, designed, created, and developed screen treatments for science fiction themes, comic books, writings, and/ or manuscripts, to send such treatments to the Wachowskis.

56. Stewart's lawsuit alleged that the advertisement represented that if the Wachowskis utilized such treatments in motion pictures or comic books, the writer would be compensated. This representation was knowingly false, as the Wachowskis engaged in such conduct and activity, intended and designed to feloniously acquire, fraudulently acquire and/or convert said science fiction treatment, manuscript, and/or screen treatment for their personal and/or business commercial exploitation purposes into the production, publication, and distribution for reproduction, and/or distribution of a comic book series.

57. Stewart's lawsuit alleged the Wachowskis placed this advertisement in the national magazine utilizing the United States mails and/or telephone lines.

58. Stewart's lawsuit alleged the Wachowskis knew that the magazine in which the advertisement appeared would be delivered to subscribers through the United States mail, and knew that writers responding to the advertisement would use the United States mail to send manuscripts or treatments to the Wachowskis.

59. Stewart's lawsuit alleged that in the summer of 1986 Stewart, reasonably relying on the Wachowskis' advertisement, transmitted via federal interstate mails to the Wachowskis her copyrighted six-page screen treatment of "The Third Eye" and her copyrighted 45-page "The Third Eye" Epic Science Fiction Manuscript (collectively referred to as "Stewart's protected literary works").

60. Stewart's lawsuit alleged that the Wachowskis did in fact receive Stewarts' protected literary works.

61. Stewart's lawsuit alleged that the Wachowskis neither ever responses to nor returned to Stewart her protected literary works.

62. Stewart's lawsuit alleged that in March 1999, the Wachowskis, acting in concert with Silver, Warner Brothers and Bloom, produced a comic book series entitled "The Matrix." This comic book was based and formulated on Stewart's previously delivered copyrighted intellectual property to the Wachowskis.

63. Stewart's lawsuit alleged that the distribution of this comic book was criminal copyright infringement, in violation of 18 U.S.C. 2319 and 17 U.S.C. 506(a), as the Wachowskis, acting in concert with Silver, Warner Brothers and Bloom, willfully infringed on Stewart's intellectual property in the comic book.

64. On March 31, 1999, Stewart saw the film "The Matrix," and at that time learned that the film and its introduction were derived from her protected literary works.

65. Stewart's lawsuit alleged that on April 9, 1999, Stewart discovered that the Wachowskis had produced a comic book series entitled "The Matrix" that was based and formulated on her protected literary works.

66. Stewart’s lawsuit alleged that the Wachowskis, Silver, Bloom and Warner Brothers obtained Stewart’s copyrighted intellectual property and used it as their own in the making the motion pictures The Matrix I, II, and III.

67. Stewart’s lawsuit alleged that Cameron, Hurd and Twentieth Century obtained Stewart’s copyrighted intellectual property and used it as their own in making the motion pictures The Terminator I, II, III.

68. Stewart’s lawsuit alleged that the infringing works demonstrate substantial similarities to Stewart’s protected literary work on which she holds copyrights.

69. Stewart’s lawsuit alleged the similarities between Stewart’s protected literary work and the Matrix and Terminator trilogies indicate copying rather than independent creation, coincidence or a prior common source.

70. Stewart’s lawsuit alleged the protected literary work and the Matrix and Terminator trilogies have the following specific similarities:

**Protected Literary Work**

**Sophia Stewart-“The Third Eye”**

I-Kahn (The One)  
 X-sers  
 (young, 200 lbs.,muscular, abilities)  
 Kev  
 (young, muscular, 230 lbs.)  
 Old Gypsy Hag  
 (prophet)  
 Vashta  
 (45 yrs., 6’0”, 170 lbs. strong character,  
 Wise advisor, participated when called  
 upon)

**The Infringing Work**

**“The Matrix I-III”**

Neo, “One”, an anagram for One  
 Tank  
 (same characteristics)  
 Apoc  
 (same characteristics)  
 Oracle  
 (same)  
 Morpheus  
 (same-verbatim)

Trifina

(5'7", 120 lbs., pure heart, playing  
Always symbolic major part in the  
Background, awareness of all that  
takes place, like an angel)

Awn

(passive in nature, goes along to a  
certain extent with what is decided,  
betrayed; keeps to himself, no  
abilities)

Trev

(slender, warm hearted, well  
loved, 20 yrs. old, youthful factors,  
moral support to Neo characters and  
the rest)

Zonia

(nondescript lady, no major part)

3 Levels of Authority

that became the same men

Dome Hidden city above Earth

(hidden city above ground)

Spacestar Ship

(highly computerized futuristic ship)

Advanced computers

(alien being different composition,  
not human)

Guardians Eye Logos

(guardian human eye logos)

Rebels

(rebel band knows the truth)

Planet with machines

Trinity

(same-verbatim)

Cypher

(same)

Mouse

(same)

Switch

(same)

3 Agents Levels

that became the same men

Zion Hidden city below

(Hidden city below ground)

Nebuchadnezer Ship

(highly computerized futuristic ship)

Advanced computers

(created by computers that are  
not human)

Sentinel Eye Logos

(sentinel human eye logos)

Rebels

(rebel band knows the truth)

Planet with machines

(planet with computers and  
computer networks, planet ruled  
by them)  
Epic-Evolution of Consciousness  
(birth and evolution of consciousness  
is theme of the story)  
Narrative  
(birth and evolution of consciousness  
Is theme of story)  
Ending  
(perpetual existence)  
Begin Again  
(perpetual existence)  
Good people walked out of I-kahn  
(transnormal effect of entry and  
exit from body)  
Revolution last chapter  
(last chapter of the Epic is the  
Revolution  
I-kahn is blind  
(character ascends to power after  
incurring blindness)  
Golden beams emanate from his  
eyes  
(character ascends to power after  
incurring blindness)  
Girl is captured & held as hostage  
(character captured, held hostage  
for portrayal)  
Rebels (ship) dies as testament  
(rebels on ship die in testament and

(planet with computers and  
computer networks, planet ruled  
by them)  
Epic-Evolution of Consciousness  
(birth and evolution of consciousness  
is theme of story)  
Narrative  
(birth and evolution of consciousness  
is theme of story)  
Ending  
(perpetual existence)  
Begin Again  
(perpetual existence)  
Neo jumped into bad guy  
(transnormal effect of entry and exit  
from body)  
Revolution last movie  
(last movie of *Matrix* trilogy is  
called "The Revolution")  
Neo is blind  
(character ascends to power after  
incurring blindness)  
Golden beams  
(character ascends to power after  
incurring blindness)  
Morpheus is captured & held hostage  
(character captured, held hostage for  
portrayal)  
Rebels (ship) dies as (same)  
(rebels on ship die in testament and

belief that I-kahn is The One)  
I-kahn human side dies (reborn)  
(reborn without corruption)  
I-kahn is foretold as The One  
(prophecy foretold character as  
The One)  
Plot introduction year 2110 A.D.  
(time frame)  
I-kahn spiritual happening  
(hallucinatory awakening, self  
recognition to his purpose)  
Rebels (ship) knew he was The  
One  
(rebel band recognized I-kahn was  
The One and pointed him out to  
each other)  
Hunting for the ship to kill rebels  
(government sent sentinels to hunt  
down and kill rebel band)  
Special effects  
(I-kahn and rebel band send  
forth optical projections of  
images of themselves to engage  
in battle)  
Programmed the mind through downloads  
Virtual Reality and warfare to teach  
(programmed the mind for  
computerized warfare and combat)  
In space I-kahn develops his alien  
side & comes into power  
(In space I-kahn develops its alien

belief that Neo is The One)  
Neo human side dies (reborn)  
(reborn without corruption)  
Neo is foretold as The One  
(prophecy foretold character as  
The One)  
Plot introduction  
(time frame)  
Neo computer happening  
(hallucinatory awakening, self  
recognition to his purpose)  
Rebel (ship) knew Neo  
was The One  
(rebel band recognized Neo was the  
one and pointed him out to each  
other)  
Sentinels were the doing same  
(government had sentinels to hunt  
down and kill rebel band)  
Special effects  
(Neo and rebel band send forth  
optical projections of images of  
themselves to engage in battle)  
(same)  
(same)  
(programmed the mind for  
computerized warfare and combat)  
In space, Neo develops powers  
(In space, Neo develops his alien si

side and inherits special powers)

and inherits special powers)

**Sophia Stewart-“The Third Eye”**

**“The Terminator I-III”**

Quote: “We will be back”

Quote: “I’ll be back”

Identical plot

Identical plot

Identical characters

Identical characters

Identical settings

Identical settings

Spans past, present, and future

Spans past, present, and future

Iceus

Sarah Connors

(mother expecting child destined to destroy computers in the future)

(mother expecting a child destined to destroy computers in the future)

71. Stewart was precluded from testifying in the copyright infringement action and otherwise prove her case as a direct result of the acts and omissions of the Defendants to this action.

72. During or before July 2004, Defendant Lubell contacted Stewart at her residence in Utah and solicited her as a client with respect to the copyright infringement litigation.

73. When Lubell solicited Stewart, he advanced himself as an expert and assured Stewart that he would assemble a competent legal team to assist him with her case.

74. Stewart relied on Lubell’s representations.

75. On or about July 12, 2004, Defendant Gary Brown filed a *Notice of Appearance of Counsel* on Stewart’s behalf in the copyright infringement litigation.

76. Brown also sponsored Michael Lubell’s and Dean Webb’s applications to appear *Pro Hac Vice* on Stewart’s behalf in the copyright infringement action.



77. Brown, Lubell and Webb thereafter drafted and filed Stewart's *First Amended Complaint*.

78. On or about July 26, 2004, the defendants in the copyright infringement action filed a motion to dismiss and strike paragraphs of Stewart's First Amended Complaint. The Court set a hearing on that Motion for August 23, 2004.

79. On or about August 4, 2004, the Court in the copyright infringement action issued an order setting the case for a Scheduling Conference on September 27, 2004. Counsel were directed to file a Joint Rule 26(f) Report on or before September 17, 2004.

80. On September 27, 2004, the Court in the copyright infringement action denied the defendants' motions to dismiss, but granted their motion regarding the RICO claim, with leave for Stewart to file an amended complaint.

81. On or about January 3, 2005, Lubell and Brown filed and served Stewart's Second Amended Complaint in the copyright infringement action.

82. On January 13, 2005, Dean Webb withdrew as Stewart's counsel in the copyright infringement action.

83. On January 25, 2005, the Matrix defendants in the copyright infringement action served requests for documents on Stewart's counsel, Brown and Lubell.

84. On January 25, 2005, the Matrix/Terminator defendants in the copyright infringement action served a Notice of Deposition setting Stewart's deposition for February 22, 2005.

85. Stewart was scheduled to produce documents on February 15, 2005, one week before her scheduled deposition.

86. Lubell and Brown did not disclose any documents on Stewart's behalf.

87. On February 16, 2005, Mr. Boren, counsel to the defendants in the copyright infringement action, faxed a letter to Lubell and Brown stating that he had not received any documents and that any written responses or objections should be produced no later than February 17, 2005. He also confirmed that Stewart's deposition was set for February 22, 2005.

88. On February 17, 2005, Mr. Boren called Brown to ask if Stewart's deposition was going forward. Brown responded that he was "buried in other work" and that he would need to call Lubell, since he would be covering the deposition. Brown stated that he would call counsel to the defendants in the infringement action back that afternoon; he did not.

89. On February 18, 2005, Mr. Boren sent a letter to Lubell and Brown advising them that he had been trying to contact them regarding the deposition and that Brown was not returning his calls.

90. On February 18, 2005, Mr. Boren received a voice mail message from Brown advising him that Stewart was not available and could not attend the deposition.

91. Stewart was available to attend her deposition and tell her story under oath.

92. Brown's assertion that Stewart was not able to attend the deposition was false, as was any inference that he had communicated with her concerning her impending deposition.

93. Brown unilaterally continued Stewart's deposition without her permission or knowledge.

94. In his voicemail, Brown asked if Stewart's deposition could be continued until after March 21, 2005 (the date upon which the motion to dismiss the RICO claims would be heard). Mr. Boren called back and rejected this proposal.

95. Later that afternoon, Mr. Boren received a letter from Brown indicating that Lubell would not be able to defend Stewart's deposition on February 22, 2005. Brown also indicated that he would be the one preparing Stewart for her deposition.

96. Brown and Lubell unilaterally cancelled Stewart's deposition one business day before it was scheduled to take place. They did so without responding to any of the outstanding discovery requests, including Requests for Admissions, Special Interrogatories and Request for Production of Documents.

97. Brown then wrote a letter proposing three alternate dates for Stewart's deposition. He also requested that all documents be produced no later than March 1, 2005.

98. On Monday, February 21, 2005 (President's Day), Bruce Isaacs, counsel for the Matrix and Terminator defendants, received a call from Stewart's friend indicating that Stewart was uncertain whether her deposition was going forward. She was questioning whether Stewart needed to get on a flight to Los Angeles.

99. Boren spoke with Lubell on February 24, 2005, at which time Lubell assured Boren that Stewart would be produced for her deposition. Boren advised Lubell that Stewart had waived her objections to Defendants' Document Requests. Lubell indicated that he would produce the documents by March 14, 2005. Lubell represented that Stewart would be produced for her deposition on March 17, 2005. Mr. Boren thereafter confirmed this arrangement in writing with Lubell and Brown.

100. Stoller became Stewart's attorney of record on March 7, 2005.

101. On March 14, 2005, Lubell and Brown failed to produce documents despite their written assurances that they would do so. At 4:00 p.m. that day, Issacs spoke with Stoller, who indicated that there was a problem with the document production and that the documents would be delivered the next day.

102. At 5:45 on Tuesday, March 15, 2005, Mr. Boren apprised Stoller in writing that he had still not yet received any documents.

103. On the morning of March 16, 2005, Stoller advised Mr. Boren that Mr. Brown had a serious health condition. Stoller indicated that he had a stack of documents 3-4 inches thick and that he would do his best to get them to Mr. Boren's office that day. Boren reminded Stoller that Stewart's deposition was set for March 17, 2005. At approximately 3:00 p.m. on March 16, 2005, Stoller called Boren to advise that the documents would be delivered to his office later that day, which they were.

104. Stoller also advised Mr. Boren that he was cancelling Stewart's deposition, yet again, notwithstanding that both Lubell and he were available to defend it.

105. Stoller also advised Mr. Boren that Lubell had arrived in Los Angeles to defend Stewart's deposition.

106. On March 17, 2005, at 9:30 a.m., Julia A. Douville, a certified shorthand reporter in and for the State of California, certified that Stewart did not appear for her scheduled deposition.

107. Attorney Bruce Isaacs made a record of the events leading up to Stewart's scheduled deposition.

108. The parties appeared before the Court on March 21, 2005, in connection with the hearing on the Matrix/Terminator Defendants' Motions to Dismiss.

109. Isaacs advised the Court that the Matrix/Terminator Defendants intended to file a motion to preclude Stewart's testimony entirely because she had twice failed to appear for her deposition and the discovery cut-off was scheduled for March 25, 2005.

110. On March 25, 2005 – the discovery cut-off date and almost two years since Stewart filed her initial Complaint, Lubell, Stoller and Brown filed Stewart's first requests for discovery.

111. On February 2, 2005, Fox, Cameron and Hurd each served their First Set of Requests for Admission and First Set of Special Interrogatories on Stewart in the copyright infringement litigation. Lubell, Brown, Webb and Stoller were obligated to respond to the discovery on Stewart's behalf no later than March 7, 2005.

112. On March 3, 2005, Lubell wrote an e-mail to counsel to the defendants in the copyright infringement action, requesting an extension until April 1, 2005 to respond to the discovery requests of Fox, Cameron and Hurd.

113. On March 4, 2005, Mr. Boren responded to Lubell's e-mail, stating that Stewart could have an extension to respond to the discovery, but only until March 14, 2005, because the Matrix/Terminator Defendants needed to have Stewart's responses prior to her deposition, which was then scheduled for March 17, 2005.

114. In his e-mail, Mr. Boren stated that if Lubell did not agree to the March 14, 2005 response date, the responses to the Discovery would still be due March 7, 2005.

115. Lubell did not respond to Boren's e-mail, making Stewart's responses due on March 7, 2005.

116. Stewart's lawyers failed to respond or object to any of the Matrix/Terminator defendants' discovery on or before March 7, 2005.

117. Stewart's lawyers did not respond or object to any of the Matrix/Terminator defendants' discovery on or before March 14, 2005.

118. Stewart's lawyers did not respond or object to any discovery on or before April 1, 2005 – Stoller's proposed date.

119. As of the date of the filing of the Matrix/Terminator Defendants Motion for Summary Judgment and Motion to Preclude Stewart's Testimony, Stewart's counsel had tendered no responses to defendants' discovery requests.

120. Lubell, Brown and Stoller ignored the discovery, which resulted in dismissal of Stewart's copyright infringement action.

121. On March 25, 2005, the Court-ordered fact discovery deadline, Lubell, Stoller and Brown filed *Plaintiff's Ex Parte Application to Continue the Discovery, Motion Cut-Off Dates, Etc., and/or Trial; Memorandum of Points and Authorities; Declaration of Jonathan Lubell and Michael T. Stoller in Support Thereof*, in which counsel requested to extend cut-off date and/or trial "based on good cause as set forth [there]in."

122. The request was made "on the grounds that Stewart's counsel are unable to complete discovery and prepare this matter for trial occasioned from Mr. Brown's recent heart attack and the fact that plaintiff had just recently retained Michael Stoller to replace Dean Browning Webb."

123. In the Memorandum of Points and Authorities, Stoller wrote that “based on having to respond to defendant’s motion to dismiss and withdrawal of Mr. Webb, plaintiff was unable to address the discovery responses until recently.”

124. Stoller also indicated that Brown’s medical condition impacted the ability to provide the discovery responses and that the situation also “impacted preparing plaintiff for her deposition; therefore plaintiff’s counsel gave notice that plaintiff’s deposition would need to be rescheduled.”

125. Stoller wrote that he learned of the discovery and motion cut-off date for the first time at the March 21, 2005 hearing.

126. Stoller, Lubell and Brown never advised Stewart that they unilaterally cancelled her deposition.

127. Stewart never authorized Stoller, Lubell and Brown to continue her deposition.

128. Stewart was prepared to be deposed and tell her story under oath regarding her creation of the Third Eye and Warner Brothers’ access thereto.

129. Stoller, Lubell and Brown precluded Stewart’s testimony by failing to following the Federal Rules of Civil Procedure and producing Stewart pursuant to the Notice of Deposition.

130. Stoller concluded:

Based on plaintiff’s counsel’s medical situation and the association of new counsel as set forth above, good cause exists for an order extending the cut-off dates and trial. If the court adopts the original time frames proposed in the Joint Scheduling Conference Report, with the exception of the non-expert discovery dates being extended from June 30, 2005 to July 29, 2005, then notwithstanding any further defense motions to the pleadings, the case will move forward and be ready for trial should the matter not resolve prior.

131. In support of the motion, Lubell declared:

I became associated as one of plaintiff's counsel in July of 2004. At that time Ms. Stewart also had as her counsel in this case Dean Webb, who presented himself as an expert in RICO matters. A division of responsibility was developed with Mr. Webb addressing the RICO issues, attorney Gary Brown handling the local daily matters and my addressing the copyright issues and coordinating the legal efforts."

132. Lubell further "explained" why no discovery had been issued or responded to, other than the belated document disclosure.

133. On April 4, 2005, Judge Morrow issued her order denying Plaintiff's Ex Parte Application for Continuance of Case Management Date.

134. In her order, Judge Morrow found that Stewart had failed to respond in a timely fashion to discovery propounded by defendants or to appear for her deposition.

135. Judge Morrow found that the four attorneys working on Stewart's case were not excused by Brown's illness or the work that the Motions to Dismiss spawned.

136. Judge Morrow found that all of Stewart's proposed discovery was untimely since it could not be completed and responded to before the discovery cut-off date.

137. In ruling against Stewart, Judge Morrow found:

The record before the court shows that plaintiff has not been diligent either in pursuing or in responding to discovery. Despite the fact that the action had been on file for almost two years, she made not effort to propound any discovery to defendants until the fact discovery cut-off date set by the court. Nor did she respond in timely fashion to discovery propounded by defendants. This is consistent with the overall manner in which plaintiff has prosecuted the action, missing deadlines, seeking extensions, and generally ignoring the Federal Rules of Civil Procedure and court orders. Under these circumstances, the court cannot find that plaintiff has been diligent in attempting to meet the timetable set forth for discovery in the scheduling order."



138. The court found that “[a]lthough two of plaintiff’s three attorneys attempt to excuse this lack of diligence by asserting that they were ignorant of the discovery cut-off, this does not constitute good cause for modification of the scheduling conference order.”

139. The Court denied Stewart’s attorneys’ request.

140. On April 29, 2005, the Terminator Defendants filed their motion for summary judgment. The Terminator Defendants noticed their motion for summary judgment to be heard on May 23, 2005 (the motion cut-off date).

141. Stewart’s opposition to the motion was originally due on May 9, 2005.

142. Judge Morrow, *sua sponte*, continued the date on the motion for summary judgment to June 13, 2005. She also issued an order setting a briefing schedule, ordering *inter alia* that Stewart to file her opposition to the motion for summary judgment not later than May 16, 2005.

143. Stewart’s attorneys did not file any opposition to the Terminator Defendant’s Motion for Summary judgment or the Matrix Defendants’ Motion for Summary Judgment).

144. On May 23, 2005, the Terminator Defendants filed their *Notice of Non-Opposition to their Motion for Summary Judgment*.

145. On May 31, 2005, the Court issued an order denying Stewart’s Rule 60(b) motion but permitting her to file opposition papers to the summary judgment motions no later than June 3, 2005.

146. Stewart’s attorneys, Lubell, Stoller and Brown, did not file her opposition to the Terminator Defendants’ Motion for Summary Judgment.

147. On June 6, 2005 – three days after Stewart’s opposition papers were due – her attorneys filed and served her opposition to Terminator Defendants’ Motion for Summary Judgment.

148. On June 13, 2005, Judge Morrow issued her order granting the Matrix Defendants’ and the Terminator Defendants’ Motions for Summary Judgment.

149. In her ruling, Judge Morrow started by stating “[v]irtually every fact in this action is disputed.” (June 13, 2005, Order, page 2).

150. The primary issues in the case were whether defendants had “access” to Stewart’s work and whether her works were substantially or strikingly similar to the Matrix and Terminator trilogies.

151. Judge Morrow noted that Fox had access to Stewart’s protected works in the 1980s when she sent a copy of the six page treatment to Fox’s Vice President of Creative Affairs and a copy of her completed manuscript to David Madden.

152. Lubell, Stoller and Brown never deposed either Madden or the Vice President of Creative Affairs.

153. The Terminator Defendants’ Motion for Summary Judgment relied on Stewart’s “admissions” – the discovery requests her attorneys neglected to respond to – to establish that: (1) no person at Fox was involved in any way in creating, writing, developing or producing Terminator 1, 2 or 3; (2) Stewart has no factual basis or evidence to support the allegation that Fox provided Cameron a copy of the movie treatment and 47-page manuscript; (3) Stewart has no factual basis or evidence to support the allegation that Fox provided Hurd a copy of the treatment or 47-page manuscript; (4) Stewart has no factual basis or evidence to support the contention that Fox provided any

person connected with Terminator 1, 2 or 3 a copy of the treatment or 47-page manuscript; (5) Cameron did not have access to the treatment or the 47-page manuscript; and (6) Hurd did not have access to the treatment or the 47-page manuscript.

154. Lubell, Stroller and Brown failed to deny the Requests for Admissions, resulting in Stewart's copyright infringement action being dismissed.

155. Lubell, Stroller and Brown failed to depose Hurd, Cameron or anyone else in order to establish the evidence to support Stewart's claim.

156. As a result of Lubell's, Stoller's, and Brown's failure to take any depositions or tender any other timely discovery requests, Stewart was unable to present her case in court.

157. The evidence supporting Stewart's claim of ownership to the Matrix and Terminator trilogies has never been properly developed and presented in a court of law.

158. Judge Morrow found that "Stewart, who bears the burden of proof on this issue, must therefore adduce contradictory evidence that raises a triable issue of fact regarding access. The only evidence Stewart proffers regarding access is her own declaration and certain documents attached thereto. In a separate order, the court has precluded Stewart from offering testimony in opposition to defendants' motions for summary judgment. Thus, none of the evidence she submits may be considered, and no triable issue of fact defeating summary judgment has been raised."

159. Judge Morrow went on to state that even if she were to consider Stewart's affidavit, in which Stewart stated that Fox employees Susan Meszbach and David Madden had access to her work, the statement lacks the proper legal foundation.

160. Lubell, Stoller and Brown failed to depose Meszbach and Madden regarding this issue, thereby preventing Stewart from proving the Terminator Defendants' "access" to her materials.

161. Lubell, Stoller and Brown failed to develop admissible evidence that Meszbach and Madden later went to work for Paramount, that Paramount had a role in creating the Terminator films or that Paramount provided copies of the Third Eye to Cameron and/or Hurd.

162. Judge Morrow also specifically found that "Stewart is barred from presenting evidence that directly contradicts her admission that Fox had no role in creating, writing, developing or producing Terminator 1, 2, or 3."

163. Lubell, Stoller and Brown submitted inadmissible newspaper articles on Stewart's behalf in an effort to show that Fox had a role in the development of the Terminator trilogy. Lubell, Stoller and Brown neglected to develop any admissible evidence to prove this element of the case.

164. As a result of their failure, Stewart was prejudiced and her case dismissed.

165. Lubell, Stoller and Brown also proffered an inadmissible hearsay statement in her declaration regarding statements certain FBI agents made to Stewart.

166. Rather than taking sworn statements from the FBI agents themselves, Lubell, Stoller and Brown attempted to introduce this hearsay evidence through Stewart.

167. Judge Morrow found that the statements that "the FBI explained to her in 2001 that the Terminator series and the Matrix trilogies were from the same source work," and that "all the key characters in the Matrix movie had been identified from Stewart's work" were inadmissible hearsay.

168. Judge Morrow found that Stewart's documentary evidence from the FBI was inadmissible in that it was "unauthenticated."

169. Lubell, Stroller and Brown knew or should have known that many portions of Stewart's declaration contained inadmissible evidence.

170. In granting summary judgment, Judge Morrow ruled that no reasonable juror could conclude, based on the evidence adduced, that the creators of the Terminator films had access to the Third Eye literary works.

171. Lubell, Stroller and Brown failed to follow the Federal Rules of Civil Procedure and the Federal Rules of Evidence.

172. With respect to the Matrix Defendants, Judge Morrow again referenced Stewart's "admissions," specifically finding that they establish: (1) no one at Warner Bros. had access to the six-page treatment or the 47-page manuscript prior to the creation of Matrix 1; (2) Larry and Andy Wachowski did not place an advertisement soliciting works of science fiction in a national magazine; (3) Stewart never submitted the treatment or the 47-page manuscript to Larry Wachowski, Andy Wachowski, Silver or Bloom; (4) Larry Wachowski, Andy Wachowski, Silver and Bloom did not have access to the six-page treatment or the 47-page manuscript prior to the creation of Matrix 1, 2 or 3; and, (5) Larry and Andy Wachowski independently created Matrix 1, 2 and 3.

173. Judge Morrow also found that "Stewart also admitted that no one connected with Matrix 1, 2 and 3 had access to the treatment or the 47-page manuscript.

174. Lubell, Stroller and Brown failed to depose any of these witnesses or develop any admissible evidence supporting Stewart's claims.

175. Lubell, Stroller and Brown “admitted” facts directly contrary to Stewart’s allegations in her First Amended Complaint for the purpose of interfering with Stewart’s presentation of her case in the United States Federal District Court, Western District of California.

176. Lubell, Stroller and Brown did not depose Terasa Wayne or anyone else at Warner Brothers to prove that Stewart submitted her work to them.

177. Lubell, Stroller and Brown never requested Warner Bros.’ computerized database which may contain the submission.

178. Lubell’s, Stroller’s and Brown’s failure to conduct and discovery, coupled with their failure to respond to defendants discovery and dispositive motions, resulted in the dismissal of Stewart’s lawsuit, on the merits, without ever having her evidence properly submitted and considered by a court of law.

179. On June 13, 2005, Judge Margaret Morrow dismissed Stewart’s lawsuit on Motion for Summary Judgment.

180. Judge Morrow ruled that Stewart and her attorneys failed to diligently prosecute the matter, failed to respond to discovery and failed generally to follow the Federal Rules of Civil Procedure, resulting in summary judgment in defendants’ favor without the proper presentation and consideration of Stewart’s evidence.

181. But/for Defendants’ actions, Stewart would have prevailed in her case against the Matrix/Terminator Defendants.

182. Throughout 2004 and 2005 Defendants repeatedly assured Stewart at her residence in Utah, through telephone contact, mail and/or e-mail, that her case was proceeding according to plan.

183. Defendants never disclosed their misconduct and failed to advise Stewart that they had neglected the case as specified herein.

184. Stewart was lead to believe that her case could be re-filed at anytime.

185. Stewart discovered her prior attorneys' misconduct in July 2007 upon consultation with legal counsel.

186. Defendants concealed their acts and omissions from Stewart.

### CAUSES OF ACTION

#### FIRST CAUSE OF ACTION

(Breach of Contract)

187. Stewart repeats and re-alleges each and every allegation contained herein.

188. On or before September 21, 2004, Lubell contacted Stewart, a Utah resident, at her residence in Utah for the purpose of offering to provide legal services to Stewart in connection with the trademark infringement case.

189. Lubell drafted a written fee agreement wherein he, Dean Browning Webb and Gary S. Brown contracted to provide legal services in connection with the trademark infringement case.

190. The agreement was sent to Stewart in Utah.

191. Stewart executed the agreement in Utah.

192. The agreement required Stewart to pay a retainer of \$50,000 *and* established her lawyer's contingency fee of **50%**.

193. Stewart paid the \$50,000 and has otherwise performed her obligations under the contract.

194. On or about March 7, 2005, Stoller joined Stewart's defense team and also contracted with Stewart.

195. Defendants contacted Stewart at her residence in Utah and periodically advised her that her case was being handled competently.

196. At no time did Defendants advise Stewart that they were neglecting their obligations under the contract.

197. Lubell, Brown and Stoller breached their contracts with Stewart by failing to perform competent legal work.

198. Lubell's, Brown's and Stoller's contractual breaches are beyond outrageous and evince a deliberate and reckless indifference toward Stewart and her right, warranting punitive damages.

199. As a result of Defendants' breaches, Stewart has suffered compensatory damages not less than \$150,000,000.

200. As a result of Defendants' breaches, Stewart is entitled to an award of punitive damages.

### **SECOND CAUSE OF ACTION**

(Breach of Covenants of Good Faith and Fair Dealing)

201. Stewart repeats and incorporates each of the foregoing allegations.

202. Obligations to deal with Stewart fairly and in good faith were inferred in the retainer agreement and contractual relationship between the parties.

203. Defendants were obligated to deal with Stewart fairly and in good faith.

204. Defendants did not deal with Stewart fairly or in good faith.

205. Defendants failed to do anything to fulfill their contractual obligations.

206. Defendants' failure to perform proper legal work on Stewart's behalf breached the implied covenant of good faith and fair dealing and also evince their deliberate and reckless indifference toward Stewart and her rights.



207. Defendants' pervasive breaches of the implied covenant of good faith and fair dealing are beyond outrageous and warrant – among other sanctions – an award of punitive damages.

**THIRD CAUSE OF ACTION**  
(Malpractice)

208. Stewart repeats and re-alleges each and every allegation contained herein.

209. Stewart and Defendants entered into a contract for legal services in the State of Utah.

210. Defendants solicited Stewart at her residence in Utah for the purpose of representing her in the copyright litigation.

211. Defendants had a professional obligation to use the appropriate care in handling Stewart's underlying infringement litigation.

212. Defendants breached that duty by:

- Failing to communicate with Stewart to professional standards regarding the actual events of her case;
- Affirmatively misrepresenting the status of the case to Stewart at her Utah residence;
- Failing to advise Stewart of the actual status of her case;
- Failing to obtain Stewart's consent to continue discovery;
- Failure to properly represent Stewart's interests in the underlying litigation;
- Failing to respond to discovery;
- Failing to advise Stewart that they had failed to respond to discovery;
- Failing to deny Requests for Admissions;

- Failing to produce Stewart for her deposition, resulting in the preclusion of Stewart's testimony from the court's consideration;
- Failing to propound any discovery;
- Failing to take any depositions;
- Failing to timely file Stewart's opposition to defendants' motions for summary judgment;
- Failing to introduce the Matrix and Terminator movies into evidence to establish "substantial similarity";
- Failing to introduce admissible evidence of "access" to the Court;
- Failing to conduct discovery within the court-ordered time limits; and,
- Otherwise being negligent.

215. As a result of Defendants' negligence, the copyright infringement case was dismissed without Stewart's evidence ever having been properly developed and presented to the Court.

216. As a result of Defendants' negligence, Stewart has been damaged in an amount not less than \$150,000,000.00 in compensatory damages.

**FOURTH CAUSE OF ACTION**  
(Civil Conspiracy)

217. Stewart repeats and incorporates each of the foregoing allegations.

218. Defendants failed to perform any meaningful legal services on Stewart's behalf in order to properly advance her interests in the litigation.

219. Defendants failed to initiate any discovery, failed to timely answer discovery, failed to produce Stewart for her deposition and otherwise impeded, rather than advanced, Stewart's interests.

220. Upon information and belief, Defendants conspired with other unknown persons with the purpose and intent of impeding Stewart's underlying litigation.

221. As it stands, although the copyright infringement case was dismissed, Stewart's evidence was never properly considered.

222. Upon information and belief, Defendants conspired against Stewart so that her evidence would not be properly considered.

223. As a result of Defendants' wrongful acts, Stewart has been damaged in a sum of not less than \$150,000,000.00 in compensatory damages.

224. As a result of Defendants' wrongful acts, Stewart is entitled to an award of punitive damages.

**FIFTH CAUSE OF ACTION**  
(Fraud)

225. Stewart repeats and incorporates each of the foregoing allegations.

226. Defendants failed to perform any meaningful legal services on Stewart's behalf in order to properly advance her interest in the litigation.

227. Defendants failed to initiate any discovery, failed to timely answer discovery, failed to produce Stewart for her deposition and otherwise impeded, rather than advanced, Stewart's interests.

228. Upon information and belief, Defendants conspired with other unknown persons with the purpose and intent of impeding Stewart's underlying litigation.

229. Though the copyright infringement action was dismissed, Stewart's evidence was never properly considered.

230. Upon information and belief, Defendants conspired against Stewart so that her evidence would not be properly considered.

231. Stewart paid Defendants \$50,000.00 to represent her interests.

232. Defendants represented that they would adequately represent Stewart's interests.

233. Stewart relied upon Defendants' statements and representations.

234. Defendants' statements and representations that they would each perform adequate, competent legal work was false.

235. Defendants did not provide adequate, competent legal work.

236. Defendants defrauded Stewart and prevented her from proving her copyright infringement case.

237. Defendants failed to represent Stewart's interests and instead conspired to work against her and defeat her claim.

238. Defendants defrauded Stewart by taking her money, failing to perform adequate legal services and otherwise squandering her opportunity to present her claims against the Matrix/Terminator defendants.

239. As a result of Defendants' wrongful acts, Stewart has been damaged in a sum of not less than \$150,000,000.00 in compensatory damages, plus punitive damages.

240. As a result of Defendants' wrongful acts, Stewart is entitled to an award of punitive damages.

**SIXTH CAUSE OF ACTION**  
(Breach of Fiduciary Duty)

241. Stewart repeats and re-alleges each and every allegation contained herein.

242. Defendants had a fiduciary duty to Stewart in handling her copyright infringement litigation.

243. Defendants breached that duty by:

- Failing to communicate with Stewart to professional standards regarding the actual events of her case;
- Affirmatively misrepresenting the status of the case to Stewart at her Utah residence;
- Failing to advise Stewart of the actual status of her case;
- Failing to obtain Stewart's consent to continue discovery;
- Failure to properly represent Stewart's interests in the underlying litigation;
- Failing to respond to discovery;
- Failing to advise Stewart that they had failed to respond to discovery;
- Failing to deny Requests for Admissions;
- Failing to produce Stewart for her deposition, resulting in the preclusion of Stewart's testimony from the court's consideration;
- Failing to propound any discovery;
- Failing to take any depositions;
- Failing to timely file Stewart's opposition to defendants' motions for summary judgment;
- Failing to introduce the Matrix and Terminator movies into evidence to establish "substantial similarity";
- Failing to introduce admissible evidence of "access" to the Court;
- Failing to conduct discovery within the court-ordered time limits; and,
- Otherwise being negligent.

244. As a result of Defendants' breach, the copyright infringement case was dismissed without Stewart's evidence ever having been properly developed and presented to the Court.

245. As a result of Defendants' breach of fiduciary duty, Stewart has been damaged in an amount not less than \$150,000,000.00.

**SEVENTH CAUSE OF ACTION**  
(Conversion)

246. Stewart repeats and re-alleges each and every allegation contained herein.

247. Stewart paid Defendants approximately \$50,000.00 to advance her case.

248. Defendants accepted the money and failed to perform any meaningful legal services on Stewart's behalf.

249. Defendants wrongfully converted Stewart's assets without providing her adequate or fair consideration in return.

250. As a direct result of defendants' conversion, Stewart has been damaged and is entitled to compensatory and punitive damages.

**PRAYER FOR RELIEF**

WHEREFORE, Stewart prays for judgment against defendants as follows:

1. For compensatory damages not less than One Hundred Fifty Million and 00/100 (\$150,000,000.00);
2. For punitive damages;
3. For recovery of costs and attorneys fees;
4. For pre-judgment interest as the law provides; and
5. For such other and further relief as the Court deems just and proper under the circumstances.

Dated: August 1<sup>st</sup>, 2007

**EDWARD W. McBRIDE, JR., P.C.**

/S/ Edward W. McBride  
Edward W. McBride, Jr.  
Attorney for Plaintiff  
Sophia Stewart

**JURY DEMAND**

Stewart demands a trial by jury on all issues herein. Stewart has already paid the appropriate fee.

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