

“SHE IS THE ONE”

-The Source

“Fact or Fiction”

-Essence

“It has been a five-year battle with Ms. Stewart, as a little David against the motion picture industry as the Goliath.”

-Final Call

“Stewart has her supporters and she might actually win.”

-Rolling Stone Magazine

“Las Vegas Moviegoers may be astonished to know that two of the biggest blockbusters in films history “Terminator” and “Matrix” were allegedly written by a black woman.”

-Our Weekly Magazine

“Did 20th Century Fox pull a Milli Vanilli?”

-The Independent

“Sophia Stewart is now on the verge of taking on two of the biggest Hollywood films franchises for plagiarizing her story, and she’s looking like winning.”

-Bfm

“The “Mother of The Matrix”, Sophia Stewart is continuing in her fight to gain recognition for stolen script.”

-Bfm

“Sophia Puts Fox in the Dock.”

-Bfm

Mother of the Matrix Fights For Her Custody Rights

“This is about the largest case regarding plagiarism and identity theft Hollywood has ever seen.”

-Xpoz

The Oracle's Prophecy:

Stewart's Original Story

-Uptown

“The Matrix Unravels”

-Michigan Chronicle

“The whole premise of “The Matrix” is from “The Third Eye” there's no doubt about it. When you create an idea and copyright it, no one can take it away. We don't believe that it was taken innocently, but deliberately and for profit. Sophia Stewart is entitled to the profits.”

-Gary S. Brown, lawyer

“Multi-billions at stake in Black writer's Matrix copyright suit.”

-Front Page

“The “Matrix” is listed as being created by the Wachowski Brothers in 1999, published on March 31, 1999, and registered April 16, 1999, under registration number PA-949-615, raising questions of ownership and why a film would be published and released the same day (March 31).”

-Front Page

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Library of Congress Cataloging- In Publication Data

The Third Eye / Sophia Stewart

ISBN # 0-9785396-4-8

Published by ALL EYES ON ME, Inc.

Printed in the United States of America

Edited by Michael Amir and Roman Michael Johnson

First Edition

“For all the fans and people who really want to know who wrote the Matrix and the Terminator. This book is being published for you so you can find out the truth for yourself...”

-Sophia Stewart



In the year 1981-83 I wrote an Epic story entitled “The Third Eye.” It was an epic science fiction work that was copy-written by the Library of Congress and I felt that I had the full protection of the law. My book was also published and given to many people in the media business. Yes, there is a story behind this white-collar crime. White-collar crime is so common in the USA, but if you go to the right places you get justice. The wheel of justice turns slowly, but if you wait, the rewards are great!

I have waited a long time for this moment and I will say that it is a prayer long awaited for, but finally answered!

About The Author

Child prodigy, prolific writer, poet and creative genius are just a few of the terms used to describe Sophia Stewart. Growing up in New York City, Stewart's intellectual prowess was recognized early when she passed the New York State Board of Regents Examination. This feat amazed her teachers, highlighted her talents and catapulted her directly into college from junior high school.

Stewart enters the City University of New York and received her Bachelor of Arts Degree in journalism and minors in law and psychology. While attending the University, she studied under the guidance of many celebrated authors and writers such as: Max Segal, a former journalist of the New York Times; publisher, editor, essayist, and critic, Emile Capouya; and Paul Cherry, a playwright for Broadway. She also served as an intern for television at the Public Broadcasting Station WNET Thirteen, where she worked with Oscar winning film documentary producer Perry Miller Adato. Her graduating class was honored with a special letter/citation from President Jimmy Carter.

In 1979, her love and skills for writing motivated her to move from New York to Los Angeles where she studied cinema at the University of Southern California (USC). It was there that she had the opportunity to study film under the auspices of producer Leon Roth; father of Eric Roth, screenwriter of the movie Forrest Gump. By the early 1980's she had started writing professionally. It was through her association with the entertainer Janet Jackson that she became involved in a special project that enabled her to write her first television scripts entitled "My Special Love" and "Blue Short." During this period Ms. Stewart also had the opportunity to work at Columbia Pictures in the office of Vice President Dick Berres. It was at Columbia Pictures where Dick Berres supported her aspirations to write, and gave Sophia five first draft scripts. One was called "From Here to Eternity." She is an accomplished award-winning poet who has published over one hundred poems. Most recently, Stewart was the recipient of the 2006 NAACP Rosa Parks Award for her contribution to the film industry.

Stewart, a gifted writer-visionary, has also worked for individual celebrities including former Knick player Dick Barnett, Louis Gossett Jr., and Shelly Winters. Her background is diverse and many of her writings reflect groundbreaking literature that is undeniably before it's time.

*Sophia Stewart, "Mother of the Matrix," as she is affectionately known, wrote her Epic "**The Third Eye**" while she was still in college. This ingenuous work, copy written since 1981, is the foundation and contains the core elements of the blockbuster films: "**The Terminator**" and "**The Matrix**."*

*Sophia Stewart's brilliance lies in her ability to create characters, stories and cinematic magic. In "**The Third Eye**," Stewart has transformed comprehensive metaphysical and spiritual concepts into the most revered science fiction films of the 20th century. "**The Terminator**" and "**The Matrix**" films are among the most artistically phenomenal and financially profitable film franchises in Hollywood's history. These works have currently grossed over \$2.5 billion dollars and continue to generate revenue internationally.*

*In 2000, "**The Matrix**" received Hollywood's highest honor, the Academy Award. The Academy of Motion Picture Arts and Sciences gave "**The Matrix**" four Oscars. One of these awards was for special effects. Sophia Stewart designed these ingenious special effects more than fifteen years before the release of the movie. At that time, she was told her concepts were technologically impossible. This type of innovative foresight speaks to the magnitude of Stewart's creativity. She is a modern day visionary.*

*Stewart's current writings are ground-breaking science fiction lore which is destined to supersede the extra ordinary success of "**The Matrix**" and establish Sophia Stewart as one of the most profound master writers of the 21st century.*

In the summer of 1986, Sophia Stewart answered an ad in a national magazine in which the Wachowski brothers were looking for a science fiction manuscript to make into a comic book. At the time the work was submitted, the Wachowskis (who less than a decade ago were running a small construction business in their native Chicago town) received all of Stewart's copy-written work. This included the original draft, special effects, graphic illustrations, character analysis, synopsis, the making of the Third Eye and Stewart's six-page movie treatment about the evolution of consciousness; which was used in the first original movie of "The Matrix" (2hrs. 40 minutes). This movie had a Star Wars introduction with the words to explain the plot going up into the void! There was an interview by Andrew Smith which appeared in the Guardian newspaper on Friday February 7th 1997 explaining how this verbatim intro was added to the movie by the Wachowski Brothers (at the first story conference), and after the FBI's investigation it was no longer a part of the movie.

Stewart saw this same introduction on the national release of the Matrix movie on March 31, 1999. The Wachowskis are claiming in this same newspaper article that Warner Brother's Studio made them put an intro in the movie to explain the plot. In June of 1999, Stewart went to the Federal Bureau of Investigation and U.S. Attorney office in Salt Lake City, Utah for criminal prosecution. During the FBI investigation it was discovered that more than a half-hour of the original film and the verbatim intro was later taken out, in an attempt to protect Warner Bros. from libel action. The Matrix movie is not original or a new movie but a remake of the Terminator movie and series!

The letter dated June 1, 1999 from Warner Brothers states that the Matrix film is based on a original screenplay and contains an original story created by its authors (this same letter also fails to name the authors), and that there is no “ source work “ or any underling work for the basis of the movie.

Warner Brothers defrauded the public by repackaging and remaking many cuts and derivatives of the same movie. Some of the public was unaware of this, but a lot of the die-hard Matrix fans noticed the deception.

The Matrix movie is a derivative of the Terminator and a carry-on of the series; at Media Play, a national sales outlet to buy DVDS etc., the Matrix and Terminator products are packaged the same and are sold side by side in retail space in this same store. Proving that the defendants continued this form of fraud and deception (in other words they continued the willful infringement upon Stewart’s Federal copyrighted work and never had any intention of stopping)!

In 1999 (to present) Warner Brothers distributed the matrix film in 38 countries, possibly more. They continued to revise and renew the movie. They were ever-changing the script, reflecting the differences, and masking the similarities. Several different versions of the movie were produced after Stewart’s demand letter (April 9, 1999) requesting payment (the movie cuts 6 pages: 2hrs and 40 minutes, 136-minutes, 130 minutes, USA: 144, 2 hours, 15 minutes, 135 minutes). Warner Brothers and Joel Silvers (among others) distributed, created and adapted the

stolen manuscript into the movie called Matrix under the guise of the Wachowskis as the co-writers, co-directors, and co-producers, when in reality the Wachowskis cannot prove they even wrote the Matrix film at all (they have no copyrights to the Matrix film to prove ownership; look at the State Court declaration dated July 16, 2003 and the second one dated September 11, 2003).

The FBI, in 2001, explained that the Terminator series and the Matrix trilogies were from the same source work (more examples of the conspiracy to steal the Epic work). Warner Brothers in 1984 distributed T1 and T2 under the guise of HBO, subsidiary. Warner Brothers had knowledge of the Third Eye Epic as far back as 1981, (SONY is a subsidiary of Columbia Pictures now owned by Viacom) because Sophia Stewart worked at Columbia and gave her Epic to Dick Berres in June 1981. Columbia is on the same lot with Warner Brothers.

Susan Merzbach and David Madden (1981-1985) both had the work in their possession and had knowledge of the Epic before they moved from Fox studio over to Paramount. Hemdale Films (owner John Daly) bought 50% of the rights of the Terminator and so became part of it.

Carolco/Carolco Pictures benefited financially from Terminator 1 & 2 franchises. They got an IRS rap because of the financial structure and the proceeds are in bankruptcy (so are the proceeds of Hemdale films). Bill Mechanic, former chairman of the board of Fox Studio at that period, also invested money (this is all factual evidence as noted in the Wall Street Journal article reported on by Staff reporter John Lippman dated March

8, 2002, article talking about the return of Terminator 3), because he had knowledge of the Epic. James Cameron, a then struggling moviemaker, has now had a 20-year association with Fox (This evidence is noted in Cameron's bio-profile seen in the paper called "Mr. Showbiz Celebrities", dated 5/25/01, 5 pages).

Fox has financially backed every one of Cameron's film projects. Part of Matrix 1 was filmed in Fox's studio in Sidney, Australia at the same time that the other part of the Matrix was being filmed at Warner Brothers' subsidiary, Village Roadside Pictures Studio.

In 2000, the FBI said that the Matrix movie had been cut up and that there were many revisions and changes (that were even sold to the public). The defendants continue to defraud the FTC and the public by selling this inferior product.

The Matrix movie that released nationally in March of 1999 in theaters is different from the one sold on DVD & VHS. The defendants also hired ghostwriters from William Morris agency to continue the deception and fraud for Reloaded and Revolution. The Wachowskis' personal agent is at WMA (William Morris Agency), and so they have an established relationship with this firm.

Stewart discovered years later (March 31, 1999, nationwide release to be exact) that not only had the Wachowskis' used the Epic material entitled "The Third Eye," as a movie screenplay, they had also made a comic book in Chicago (before coming to California) with the same name as the movie without so much as paying a dime for the work.

The Wachowski Brothers made a successful comic book, and soon after took the stolen Epic, and crossed state lines from their hometown Chicago to California. Stewart sent a demand letter contacting the defendants numerous times, asking them to pay for the stolen work! There was no reply from any of the main defendants, except for numerous letters and phone calls from Warner Bros. and Fox's lawyers, asking for evidence. They repeatedly denied any wrongdoing, yet continued to bombard Sophia Stewart for evidence, demand more time, and constantly told Stewart there were a lot of people involved.

The lawyers were very interested in the evidence in the FBI's files on the case {Case no. 295-0-25/195-SU-0 Salt Lake City, UT & Case no. 295-NY-U275271 New York City Headquarters). During the investigation on Stewart's case, key pieces of evidence were found and discussed with Stewart by various agents from her files. This evidence established Stewart as the writer of the movie "The Matrix" and "The Terminator." All the characters in the Matrix movie have been identified as Stewart's work. The manuscript itself was physical proof that the conspirators had used the same source material to create the movies in question. What Stewart discovered during the FBI's investigation in 2001 was that the Matrix movie and the Terminator were not two separate movies, but in fact, that the Matrix was actually a derivative of the Terminator movie and Stewart's Epic called the "The Third Eye."

The agents went on to explain that the source work for both movie series were the same book, and that if any derivative movie made from the same source (with the carry over of characters, same plot, same story line, etc) were released as a movie by the studio . . . she would

have to be compensated for it... only if it was released! “The Matrix vs. the Terminator,” written by Shuman Ghosemajumder, Tuesday, June 24, 2003, proves that these franchises were related and the Matrix trilogy was purposely written as the opposite of the Terminator series.

The basic plot of each is the same: at some point between 1997 and 2010, humans “give birth to AI and enter into an epic struggle with the machines they created.” Each series features an ensuing nuclear holocaust, time travel, and robots from the future that look like humans doing unbelievable things in the present. The fundamental difference between the two is the composition of the characters (which is explained in Stewart’s Epic) that T1000 is a flesh, blood and steel cyborg, while Agent Smith is a nasty software application. Another crucial difference between the two series is that the Matrix is a cohesive trilogy created to get further and further away from Stewart’s work, while each Terminator film is basically a remake of the original movie (Each Terminator movie except the last (T-3) was done after the fact).

Stewart wrote an Epic; the Terminator movies follow the exact order of the Epic, while the Matrix derivative is written from the last four chapters of the book, which is the future! Stewart’s Epic spans the past, present, and the future! Warner Brothers distributed terminator 1 & 3 and the Matrix movies. There is some evidence that Matrix Reloaded and Revolution may have been written by ghostwriters through WMA (William Morris Agency). Warner Brothers and Sony have contributed a combined \$ 125 million to the production, and Warner Bros. also agree to pay \$ 50 million for the U.S. rights, plus about that much in marketing costs for “T-3” in the summer of 2003. (Note: the package of the Matrix

movie and the Terminator is the same; also, the trailers of each movie are seen either on the Matrix or vice versa!) A lot of people who are not involved in the industry do not realize that the same plot of a movie or a similar movie can be carried on under another name, but they can't actually have the source as the basis for their movie (committing fraud).

In 1995 the Wachowski brothers sold the stolen work to Joel Silver, the producer (In one of the two State Court Declarations of the Wachowski brothers proves they had a relationship with Warner Brothers since or/on before 1993, and were paid for other work or screenplays supposedly by them). There is evidence in the State Court Declaration dated September 24, 2003 that the brothers do not have a valid copyright dated 1993 or before. It was written up in the publicity papers that Silver is the one who took both brothers and the stolen material to Warner Brother's top brass Lorenzo Di Bonaventura and Alan Horn, to make the movie. In April of 1999 a credible witness (employed at Warner Brothers) came forward saying the executives and lawyers had full knowledge that the work in question did not belong to the brothers. Before the work was sold to Silver, the Washowskis tried numerous times to sell the script (14 drafts of a script that no one could understand) to many production companies in Hollywood, but received much rejection because no one could understand the script. (Partly because the brothers could not explain the complex material, simply because they did not write it!) No one wanted to buy Stewart's script, (at the time being passed off as the Wachoski Brothers' own) because it was very difficult to adapt the stolen Epic into a working viable script. The Wachowski brothers were comic book writers instead of creative writers. They were not skilled enough to do this type of work.

Warner Brothers made the brothers add an introduction to the work. The introduction from Stewart's work was used. This introduction is so damaging that the public had no idea the introduction was removed when released on DVD and VHS. The conspirators knew this introduction would incriminate them in a lawsuit. The six-page treatment shows exactly how the movie should look on the screen and how the scenes should go. The brothers tried to use as much of the material as they could. The story department tried to hide and change as much as they could without destroying the creative heart of the Epic in an attempt to protect them from being libeled. The top brasses and executives knew the work was stolen. The witness said that the original work was evidence because many people (Warner employees) saw them use the work.

This incredible Epic dated back to the early year of 1981. Sophia Stewart, a writer and student at the University of Southern California, prepared a six-page screen treatment entitled "The Third Eye." Stewart wrote this treatment by herself, and was also writing an Epic science fiction with the same title. The inspiration for this work came after viewing the movie "Star Wars."

Stewart wrote an original complex concept that was years before its time. This work was not commercially viable in the 80's (the technology was not available until six months before the Matrix movie was made), said Richard Berres, a Vice President (letter dated June 8, 1981) at Columbia Pictures (Sony Corp.), who had the 45-page outline in his possession at almost the same time frame as Fox Production (Warner Bros. and Columbia Pictures are on the same lot).

Stewart was working for Columbia pictures (for a short period) during that particular time.

In May 1981, Stewart sent her treatment to Twentieth Century-Fox productions because she wanted George Lucas to direct and produce this work. Susan Merzbach, vice president of creative affairs, called Stewart to find out if there was more material written on the treatment, and was informed that a manuscript was in progress (later on Susan Merzbach and David Madden left Fox to work at Paramount Pictures). The book wasn't completed until the winter of '83, at which time a second phone call came from Twentieth Century-Fox, but this time from a David Madden's office via Valerie Redd etc. requesting the finished product. After receiving and using the material in November of 1983, Stewart was informed by Madden's office that she must have an agent to submit this same manuscript. On July 10, 1985 the Manuscript was returned for the third time with an understanding that an early administration was interested in buying the Epic, but now the work in question had to be submitted by agents who are signatory with the Writers Guild. Stewart registered the treatment, Epic, and its complete work with the Register of copyrights (Library of Congress) '83-84.

The Matrix movie, shot in Australia for \$63 million, pulled in a robust \$50.7 million in its first nine days (\$465 million in USA alone, and 500 million overseas) and was released in more than 38 countries. (Studios are under constant pressure from their corporate parents to produce titles that fit their larger interests, and from theater owners to produce blockbusters that draw crowds.) During the FBI investigation on the case and Stewart's research, it was discovered that a great conspiracy and

cover-up was involved. The evidence proves that the movies “The Matrix” and the movie called “The Terminator” are shared and owned by some of the same defendants. Mr. Schwarzenegger’s line, “I’ll be back,” from “The Terminator” movie is a direct quote from Sophia Stewart’s Epic; proving that the book was the source of the Terminator series!

Mr. Schwarzenegger told the talk show host Howard Stern that the line was never even written in the script, but was given directly to him from the director and producer of the first Terminator! What makes “T-3” different is the cost of the deal that was required to get the rights to make the movie. Those rights were split between a company in bankruptcy-court (Hemdale Films/Carolco) proceedings and the former wife of James Cameron, director.

“Terminator” wasn’t a big production, even for 1983. Hemdale sold the U.S. distribution rights to Orion Pictures Corp., an independent producer. Despite minimal marketing support from Orion, “Terminator” was a hit, grossing 36.9 million at the U.S. box office after it was released in 1984. Making a sequel was complicated when Mr. Cameron and Ms. Hurd divorced. Then Hemdale bit the skids and was forced by creditors to sell off its assets. One of the most valuable of them was 50% of the sequel rights to “Terminator.”

Carolco Pictures is a little studio famous for making big-budget action movies. Carolco’s principals, Messrs. Kassar and Vajna, bought Hemdale’s 50% of the “Terminator” sequel rights for \$10 million. Messrs Kassar and Vajna knew Mr. Cameron; he had worked for them as the screenwriter on “Rambo.” Mr. Cameron agreed to write and direct a

sequel, but Ms. Hurd still controlled the rest of the sequel rights. Carolco agreed to pay Hurd \$7 million to become the producer of what became “Terminator 2 Judgment Day.” Ms. Hurd retained her 50% rights to any future sequels. “Terminator 2” cost 93 million to produce due to the special effects. It open on July 4, 1991 and was a monster hit, eventually pulling in \$205 million at the U.S. box office and \$309 million overseas.

Carolco was eventually ruined under the control of Mr.Kassar. Mr. Vajna had sold his stake and left the company before “Terminator 2” was released by Sony Pictures-the company landed in bankruptcy proceedings in the mid-1990s. Once again, a 50% stake in the “Terminator” franchise was an asset to be auctioned off in bankruptcy. Mr. Vajna formed a production company called Cinergi Pictures and Mr. Kassar, after the Carolco debacle, became a producer at Paramount Pictures.

In the mid-1990s, Mr. Kassar rejoined Mr. Vajna at Cinergi, renamed C-2 Pictures after Mr. Vajna bought back Cinergi’s publicity traded shares.

Budapest-born Mr. Vajna (30 years in Hollywood) had to settle an Internal Revenue Service rap stemming from Carolco’s complicated financial structure. The reunited partners recaptured sequel rights to “The Terminator” and were surprised to discover that Carolco’s 50% of the rights were still available. Bill Mechanic (the former chairman of Twentieth Century Fox) had shared into the franchise of the other two “Terminator” movies, but did not want to get involved a third time if Mr. Cameron was not a part of the deal. James Cameron has been financed

by 20th Century Fox for over twenty years. Fox has often given Cameron carte blanche for the “Terminators” (1&2).

Companies such as Digital Domain and Lightstorm Entertainment were financed with money from Fox. With Mr. Cameron declaring he wouldn’t direct “T-3,” Ms. Hurd had little option but to sell her 50% in the project to C-2. She did so for \$7 million, the same amount she received for “Terminator 2.” Ms. Hurd had now made \$14 million on her \$1 investment. C-2 had now invested a total of \$15 million to lock up the rights for “T-3.” Vajna and Kassar spent \$3 million developing the script—some to hire writer Tedi Sarafian, the rest for research and legal expenses. Mr. Sarafian wrote the script and Jonathan Mostow (up-and-coming director) brought in two old classmates from Harvard, Mike Ferris and John Brancato, to touch up the “T-3” script. They are together being paid \$1 million.

Messrs. Vajna and Kassar sold Japanese and German distribution rights to “T-3” for a total of \$20 million. That sale covered Vajna and Kassar’s out-of-pocket expenses to clear the sequel rights and get the project launched. To put up money for production, Vajna and Kassar turned to Intermedia Film Equities, a German financier and sales agent known for backing costly movies.

The plan was for Intermedia to advance Vajna and Kassar production funds in exchange for an equity stake in the film. Intermedia would recoup its investment and then some by selling off international distribution rights region by region, and getting a cut of revenue. They began soliciting studio partners for the resurrected “Terminator” franchise.

Phone calls came from Hollywood's studio chiefs: Jonathan Dolgen and Sherry Lansing from Paramount Pictures, Jerry Katzenberg from DreamWorks, Stacey Snider and Ron Meyer from Universal Pictures, Alan Horn and Lorenzo di Bonaventura from Warner Bros.

Vajna and Kassar are collecting a \$5 million executive-producers fee. Mr. Mostow, the director, and his producer are receiving \$6 million. Intermedia received a \$2.5 million commission fee for its role as foreign sales agent and interim financier. \$10 million will go for lawyers, insurance, completion bonds and financing charges. The producers spent \$20 million on rights and development. Warner Bros. and Sony agreed to cough up the combined \$125 million for the domestic and international distribution rights, plus expensive marketing cost, to ensure that "T-3" gets equal treatment. Insiders say that Warner has agreed to spend as much marketing on "T-3" as it will on each "Matrix" sequel. Warner estimates that it could realize a modest profit of \$25 million when all is said and done. Senior Sony executive Ben Feingold thinks his company can realize a sizable profit if the movie performs anywhere near the way "Terminator 2" did.

In August, 1998- February, 1999, the Matrix movie was released to the Academy Awards members (5,000 members more or less) for the consideration of voting for the Matrix movie during the Oscar award show of 2000. That night the Matrix movie won four Oscars (the public has no knowledge of). One of the Oscars was in the Sound category and three of the Oscars were won in Special Effects!

Sophia Stewart sent the Academy documents from the FBI's file and told the Administration that the Matrix movie was stolen and that the Academy should conduct their own in-house investigation so as not to find themselves in the same situation as the Grammy award show incident with Milli Vanilli a few years earlier!

The Wachowski brothers have become more reclusive since Stewart's demand letter in April 1999. They have not given an interview in four years, and under an unusual deal with Warner Bros., they never have to talk to the press about the Matrix movie. Anyone who works on a film with them is made to sign a nondisclosure agreement. Little else is known about them except the construction business and the writing for Marvel Comics. A script was sold to Silver and the Wachowskis hired underground comic book artists Geog Darrow and Steve Skroce to draw a 500-600-page, shot-by-shot storyboard, and this is how the first Matrix movie was born. A previous theatrical agency, "Circle of Confusion" (hereinafter Circle), has represented the Washowski brothers from before 1993 to date, and continuing (information on pre-1993 projects).

A concept (in Larry's own words) for an entire "Matrix Trilogy" project (all three films) was created before 1993. The first draft was written before 1993. All screenplays are in "longhand" (see both State Declarations – July 16, 2003/ September 24, 2003). The existing documentation concerning the Matrix is available for inspection at the offices of Hersh, Mannis, Kippe & Bogen. The script "Assassins" was written prior to 1993 (submitted to agents, Circle, January 5, 1993).

James Cameron has been sued for allegedly stealing ideas for

“Terminator 1” and the sequel “Terminator 2,” so he has a pattern of theft. An Australian couple claim the director owes them damages and credit on the 1991 movie, alleging he stole from a script for a proposed movie sent to Hollywood producers in 1987 (see document dated April 12, 2002 (WENN)).

Science fiction author Harlan Ellison sued Cameron, claiming that the film was plagiarized from the two “Outer Limits” - the 1963 episodes that Ellison wrote, namely “Soldier” and “Demon with a Glass Hand.” The suit was settled out of court for \$200,000 and newer prints of the film acknowledge Ellison (see document on Ellison lawsuit). However, Harlan Ellison is not the source; he was only given credit for the part that was stolen from him. The Terminator Series is one of the most profitable and famous franchises in movie history. There are video games, comics and T2 3-D: Battle Across Time (1996). 12 films would be directed or produced by Cameron under a 5-year, \$500 million deal with Fox that gave Cameron’s Lightstorm Entertainment total creative control and a large share of the profits (Jon Landau, Fox senior vice president – see James Cameron – Biography interviews-articles).

Dedication

This book is dedicated to my children Tasha and Paris who are my heart and soul. I also make this dedication to my friend the former Three Time Heavyweight Boxing Champion of the World, Muhammad Ali, whose heroics have inspired the NEO character in the movie. Ali was chosen as a role model because of his image as a living hero and because of his successes to the black population and other areas of society.

Acknowledgment

Praises to GOD, who is the author and finisher of my faith, I give all Honor and Glory to The Living God of The Most High. Without his Essences, inspiring me to write “The Third Eye” Epic, I could not have written it. Thank you for giving me the words to write and the vision to see...

You have utilized me to be the vessel to tell the whole world in Scriptures from Genesis to Revelation, “Truth” is revealed.

What makes my work so beautiful is that, I honored GOD with my work. Revelation is written in scientific form. No one had ever done that before. Everything about GOD has always been done religiously, not in spiritual form.

My work is the evolution of consciousness – spirituality prevailing over technology.

The one who proclaims God’s message speaks to people and Gives them help, encouragement, and comfort - - he helps the Whole church.

1 Corinthians Ch.14 verses 3-4

THE THIRD EYE

WHERE IT ALL BEGINS



SOPHIA STEWART

MOTHER OF THE

MATRIX

**All that openeth the Matrix is mine;
Exodus 34:19**

Illustration: Brian KD Forbes

THE THIRD EYE

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THIRD EYE

Introduction

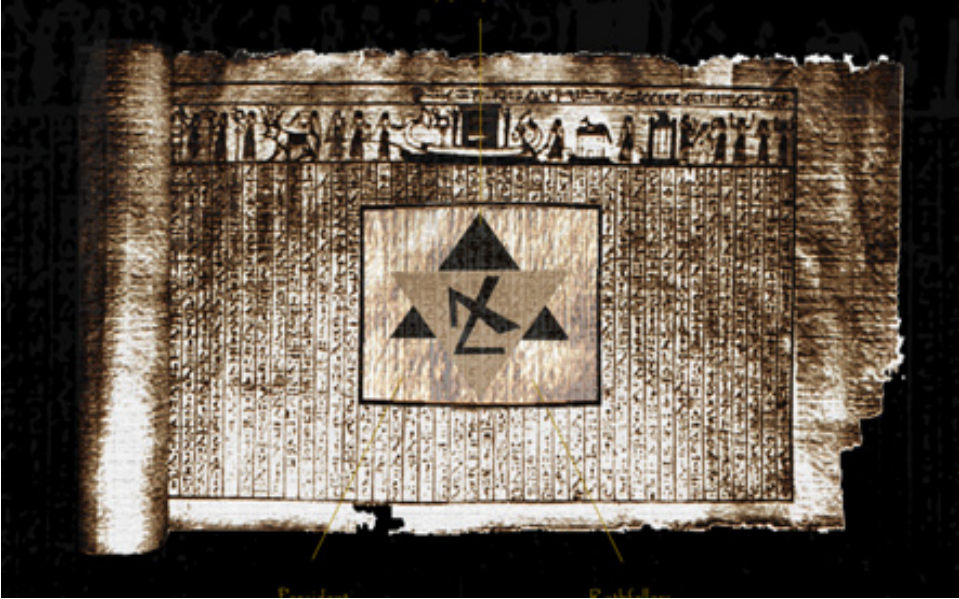
During the 18th dynasty- The Pharaoh Akhenaton reigned...with his ascension into the Heavens...a prophecy was born concerning the Evolution of Consciousness...This prophecy foretold the law of the “**ONE**”

When the rebirth of the “**ONE**” comes upon the Earth again...The people will awaken...

In the beginning there was light

--Revelations

This is not the end... it is just the beginning!



Third Eye Movie Treatment

The proposed science fiction film deals with Earth during the year 2110 A.D. By that time planet Earth had experienced horrible nuclear wars, and a Spiritual Evolution was underway. Also Man was finally moving from the unconscious to the conscious stages of spiritual development. Thus, it seemed apparent that spirituality would soon prevail over technocracy and Earth would have lasting “Peace.”

Unfortunately, members of Earth’s largest banking institutions and corporations secretly banded together in a final effort to maintain the object-worship of money as a permanent way of life. By controlling the mass media (television, newspapers and radio), the secret organization with a code name of “Rothfellers,” convinced people on Earth to rebuild their weapon systems as a means to provide money and jobs for everyone. War began again even before the new weapon systems were finished, and most of the population abandoned the pursuit of Spirituality or died in nuclear battles.

One of the major research and weapon systems development organizations on Earth was headed by a philosopher-scientist, Ikahn. His organization was instrumental in building the Spacestar, a huge vehicle shaped like a pyramid designed for inter-planetary warfare and space travel. Additionally, the Spacestar was to be the flagship of Earth’s space fleet, and it contained the most secret and highly advanced devices known at that time.

The Rothfellers commended Ikahn to use the Spacestar as a vehicle for war against people who resisted their tyranny. Ikahn accepted the assignment with some reluctance.

Just before beginning the assigned mission, Ikahn personally experienced a Spiritual Happening that became manifest in the form of an “eye.” After the ‘Happening,’ he set it aside as simply a hallucination and continued his organizational tasks. These tasks included collecting the finest, most highly trained people on Earth to operate the Spacestar. When all of the preparations were completed, the vessel left the orbiting dock where it had been constructed. At that time, Ikahn experienced another Spiritual Happening, and he envisioned the “eye” again. After the ‘Happening’ Ikahn discussed the event with one of his close associates who informed him that some members of the Spacestar crew were rebels against the Rothfellers, and they stole galactic maps of the universe from top-secret stellar receiving stations. These people were pointed out to Ikahn who confessed that they possessed information concerning the main source of Spiritual Power, the THIRD EYE, which exists on a planet named Cove III in the distant universe.

More importantly, the rebels produced incontrovertible evidence proving to Ikahn that the Rothfellers intended to control and reduce Earth’s population to industrial object-worshipers, and they wanted to systematically destroy the concept of God. They also explained to Ikahn that his Spiritual Happening had meaning, and that he was destined to

stand before the THIRD EYE; also, that he was to bring that power back to Earth.

Ikahn retired to his quarters for meditation, and received notification from the Rothfellers on Earth to open his secret orders. These orders clearly specified exactly what the rebels on board the Spacestar stated, and Ikahn became infuriated over the fact that he had been duped into leading an expedition of destruction eventuating in eliminating the consciousness of God for the population on Earth.

Ikahn called all the people of the Spacestar together and confessed this information. They voted to join the rebels. As a result, the Rothfellers on Earth informed Ikahn that they would hunt down the valuable Spacestar and execute all of the rebels.

The Spacestar fights many battles with Earth's fleet, pirates, and experiences space storms. Many are wounded, and others die. Eventually they are forced to land on the planet Sorr, ruled by Queen Janee; planet Sorr is completely operated by machines powered by energy from the "Black Moons." The light from planet Sorr is such that it encompasses everything in darkness, and it does not lend itself to accurate interstellar navigation unless a space vehicle is within at least one million miles of its atmosphere. Although Queen Janee agrees to help Ikahn with repairs and medical attention for the many wounded people, she informs Rothfellers on Earth about the arrival of the Spacestar.

Queen Janee is gorgeous, and possesses the unique capability of changing the color of her skin to reflect her inner emotions. Unfortunately

for Queen Janee, she comes into intimate contact with Ikahn's growing spirituality. That penetrates her machine-conditioned consciousness; she falls in love with Ikahn. At the last minute Janee helps Ikahn and his people to escape from Sorr, avoiding the oncoming war fleet from Earth. Ikahn escapes, but the Rothfellers soldiers capture and hold Janee as a hostage for her deceit.

Ikahn moves to the planet Cove III that contains the THIRD EYE, and takes up orbit around it. By this time he has been informed that his physical strength and Spirituality enable him to stand before the THIRD EYE. But, he will die from the experience if he contains any amount of Spiritual Impurity. Additionally, it is discovered that the test for Spirituality Impurity is DEATH. In other words, the people of the Spacestar are informed that they must all want Ikahn to possess powers of the THIRD EYE, but all of them must first die as a testament for their belief in Ikahn's Spiritual Purity.

The people on Spacestar decide to die for Ikahn, and they descend to the plains on planet Cove III. As they stand in the open, the surrounding heavens blaze with fire, lightning, thunderous roars, and other phenomenon. All of the people die and Ikahn is left standing—but he is blind. He turns and walks among the bodies of his fallen comrades experiencing humbling emotions. He yells out that he doesn't want the power of the THIRD EYE at a cost so great. Slowly the clothing on his body disintegrates and he is naked on the plains of Cove III. The sound of "OM" emanates from the heavens. He yells out that he wants to die to

resurrect the people, but there is no way available for him to kill himself. He falls to his knees, saying: “Oh God let thy will be done.”

The CAMERA PANS the plains of Cove III showing that Ikahn is alone on the grassy emptiness. Slowly the CAMERA moves in for a MEDIUM CLOSE SHOT of Ikahn’s body. When the plains of Cove III are again full of the people who are happily facing the blind Ikahn, He’s surrounded by magnificent auras of light that slowly form into two golden beams emanating from his closed eyes. Ikahn slowly opens his eyes and perceives the people who appear before him as all the races on Earth, other planets and stars. It is a multitude of the universe that walked out of him. They are all naked, and without shame.

They decide to go back to Earth in their Spiritual Form with full knowledge that they must defeat armies of the Rothfellers in space and on land.

The followers of Ikahn board the Spacestar and fight their way into Earth’s orbit. They descend to Earth amid cheers of the multitude now affected by powers of the THIRD EYE within Ikahn.

The Rothfellers are defeated, and “Peace” is proclaimed.

Synopsis

This science fiction is narrative in its beginning, but later unfolds to show a fictional future of Earth in the 22nd Century. By that time, planet Earth will have undergone many great changes. It will be a period in which people spend too much of everything on material things, and by doing so, lose interest in Nature. Moreover, they lose touch with all natural manifestations because business makes it possible for modern technology to dominate.

The 22nd century will be a time in which Earth will have experienced many computerized nuclear wars, and for the first time in history, the people of Earth will feel the ultimate nuclear war that will bring universal death. It is a century of uncertainty in which space ventures will have already been made, and mankind will have accomplished communication with other intelligent beings on other planets and stars—and the extraterrestrial will finally become a reality, gaining scientific respectability and significant understanding by all.

During this 22nd Century, an extraterrestrial being appears and befriends the people of Earth. Through his alien powers, he establishes a super-government which becomes a world government that is just another modification of all the dictatorial governments before it, but on a larger scale. The only difference with this government is that the leadership is an alien power.

The government of this century severely oppresses the people of Earth, causing tremendous strife and unhappiness. Life is so difficult that Earth is now looking to other planets for help to win a galactic rebellion that Earth is definitely headed for. Everyone senses that this rebellion is near, and echoes of a “Land of Plenty” become a burning desire of the people.

The people of Earth have already heard about a source of energy that could save Earth from its finality. This energy source is known as the “Third Eye,” because it is an all-seeing eye, resembling a gigantic eye that knows everything that is happening in the universe. It is well known by all that the Eye’s knowledge and energy is natural; that it is unseen and untouched by mankind—and that it is ancient because it has always existed, yet new because it always replenishes itself. The power of this Eye can be used to eliminate every poverty, sickness, death and destruction possible. Moreover, it is known that only ONE is capable of using the power of the Third Eye. But, although symbolically known on Earth, the location of the Eye is completely unknown.

The story now evolves around the first hybrid child who is to be born on Earth, and who is to be the leader of the Galactic Rebellion. This leader will be 30 years of age at the time of the Rebellion, and the sole person capable of receiving the energy and using the power of the Third Eye.

CHARACTER ANALYSIS

SIX SUPER HEROES

X-SERS	Ikahn's second in command. 24 years old. 6'2" and weighs 200 lbs. Muscle bound... bald with piercing eyes (ear-ring in one ear)... He has cold logics...three abilities.
KADEAU	Ikahn's best friend. He loves him more then the five other members. 5'10", weighs 155 lbs., moderately built with warm brown eyes. Has two abilities. 21 years old.
ODA	6'1" weighs 180 lbs. Well-built with medium length hair. Strong features. One ability. A good decision maker. The nervous one. 23 years old.
KEV	24 years old. 6'4", weighs 230 lbs. Strong...With a hard look. Extremely well-built. Has one ability and no self-discipline. Raw and primitive (Mohawk hair-do).
AWN	22 years old. 6'1", weighs 175 lbs. Passive in nature. He goes along with whatever is decided (to a certain extent). He keeps to himself but doesn't miss a thing. No abilities.
TREV	The last member...6 feet tall, slender, weighs 165 lbs. Has long shoulder length hair with kid-like features. Warm hearted and well loved by all. The moral support to Ikahn and the rest. No abilities. Just beginning the path. 20 years old.
VASHTA	45 years old, weighs 168 lbs. 6 feet tall (with a beard). Strong character and a good advisor. He participates when times call for it.
TRIFINA	5'7", weighs 120 lbs. Pure of heart. Playing always a symbolic (Major) part in the background, but with awareness of all that takes place...Like an Angel.

Characters

Mycod Alien Leader of Planet Arr

Morning Star Evil Alien (Antagonist)

I-Khan 1st Hybrid Child (Protagonist)

Sam Emen Last President on Earth

Rothfellers Organization Secret Code Name Composed Of 10 major corporations and 7 major banks

Seven Heads Organization Secret Code Name Composed Seven wealthy brothers

Megus Alien Companion to Morning

Queen Janee Ruler of Planet Sorr

Space Star Rebels (Crew Members)

X-Ser	Kadeau	R-Kaa
ODA	Trifina	
Kev	Hochiipop	
Awn	Kor	
Trev	Zonia	

Seven Heads Members
Rothfellers Soldiers
Old Gypsy Hag

Foreword

For humanity on planet Earth there are only two eyes, but in the universe there is a third eye. It is an all-seeing eye that reveals all: enlightenment, power, wisdom—everything! This third eye endures in the Great Seal of the United States of America that harbors on the back of a dollar bill.

Preface

Far out in space, a great battle took place, and something from that battle was flung to planet Earth. It was something that was defeated on its own planet and, therefore, not allowed to remain any longer. It was thrown out. The thing was huge, though invisible; and although one could not see it, one could feel its power and hear its breathing. Depending on its effect of the individual mind, every imaginable evil was perceived.

This huge powerful thing came here to rule. In fact, it was given Earth to rule and was not going to be denied! It brought with it many wicked images and, with the help of these images, every area of planet Earth was covered. It now had dominion over the air, the land, the people—the entire planet—and this was its new kingdom.

This thing knew that its success depended entirely and only upon deceiving the world.

Introduction

“Watch the heavens...we will be back.”

Yes. They were here, and they promised to return-- those aliens who came to Earth many thousands of years ago--but, their return would not be for the purpose that everyone believed.

Those aliens of long ago knew the time would come when the forces of light and darkness would struggle for dominance over the spirit of man, because universal death for mankind was inevitable. They knew that great changes would take place in the future, most of which would lead to strife among humans and the ultimate destruction of the planet, Earth. They anticipated a period of great famine, high prices, chaotic conditions, and devastating plagues.

They knew that only a revolution would make it possible for the Utopian Age to come into being in the course of time...but not without a price!

Chapter 1

Earth's Past

Before there were any inhabitants on Earth, other beings existed in the galaxies of the universe. Some of these beings were not as we know human life to be. Rather, they were alien in composition and structure, with some existing in other states as pure energy. Life itself could have come from beings such as these; in fact, these beings may have evolved on a planet similar to Earth in an uncharted galaxy.

Many centuries ago, Planet Earth was beautiful and peaceful. Gardens of flourishing flowers, plants, and beautiful trees—abundant with fruit—could be seen everywhere. Everything was perfect bliss and in perfect harmony.

Then, Earth had visitors from space, who came to see how the planet and its inhabitants were progressing. The people of Earth had open communication with these aliens, whom they believed to be gods, and never did they forget the gods from the sky. Stories, artifacts, and drawings relating various encounters and friendships that were formed with the “sky gods” were passed down through many generations. Also, the people of Earth occasionally mated with the visiting aliens and, from such breeding, many new races emanated.

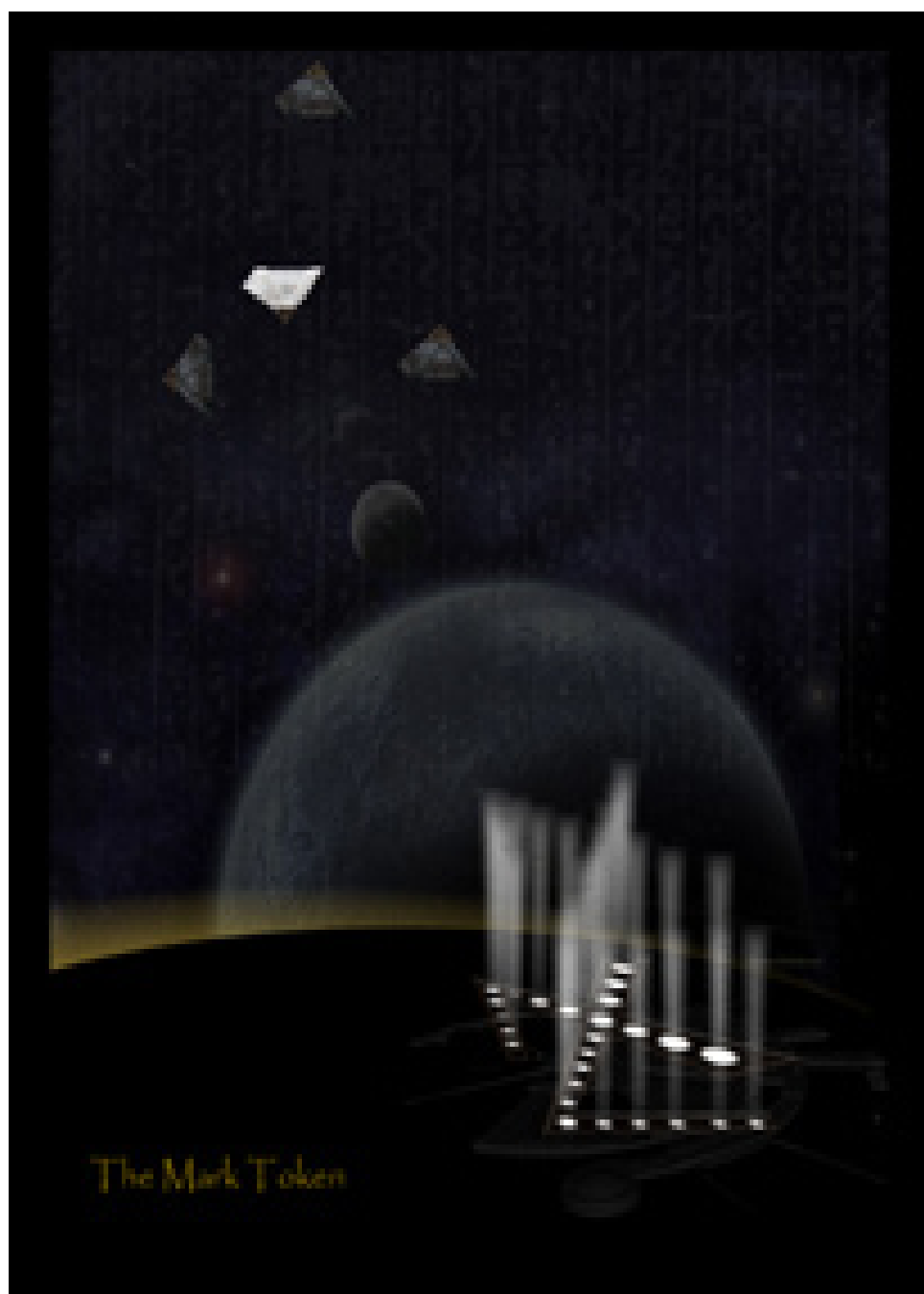
The most important thing that these aliens brought to Earth was knowledge. It was through this knowledge that the people of Earth learned

many things—old and new—including many secrets that were revealed by the super-hybrid races. In time, therefore, they became a new source of knowledge and power.

Earth progressed, with some of the new races being giants and one-of-a-kind life forms, all unusual in appearance because of the bizarre mixtures that resulted from mating with the unknown aliens.

The aliens knew that mankind on Earth would one day annihilate itself, but they promised to return. Also, they knew that in the near future—about one thousand years—the Omega would occur; and when it did, Earth would be destroyed by fire, all human life would be wiped out, and an imbalance in the universe would be created.

Knowing all of this, why would the aliens want to return to a planet that was to perish? Their reason was clear: they planned to intervene in the affairs of man. They would colonize, and they would mate with humans. Their sole purpose was to speed up evolutionary changes in humans to the extent that they would immediately evolve into a Super-race. These evolutionary changes would make it possible for mankind, once hybrid, to become immortal—never experiencing death—then to become very progressive for centuries to come.



Chapter 2

Planet Arr

Years ago, in a very distant galaxy, there was a planet called “Arr.” Its location was secret, only because it existed in an uncharted galaxy millions of miles into space. Peace reigned on the planet; and because of this unique factor, a superior race of aliens developed. These aliens were all beautiful beings of light, who had been conceived of pure energy; their sole purpose was to bring harmony and order to every living thing in the universe. They were the preservers of life, the guardians of the universe; and because of their purpose, they grew more beautiful and bright with every minute of each day.

The power of this unusual planet came from a source called “The Eye.” This power was also the life force of the inhabitants of the planet. Because it was their life force, the location of The Eye was a secret known only to them. They knew that The Eye existed on Obe III, a planet in the same galaxy as their own.

The energy of the Eye was controlled and used by Mycod, their leader, who knew the mysteries of the energy. Mycod believed that one who controlled power should not misuse it, for power wrongly used will only bring destruction.

“He who controls the power must have desires that will be only for the good of the whole, not just for self.”

The Eye, always in a natural state, contained no impurities. Therefore, the prime function of Mycod, as ruler of the planet, was the same as that of the sun: he continuously distributed the energy of The Eye. Thus, Mycod became the giver of life, and because of his leadership qualities, the universe constantly flowed toward knowledge and light.

Mycod assigned tasks to each of the alien inhabitants of the planet, enabling them to play intricate roles in the design of things to come. The aliens were dedicated beings; they worked hard and obeyed happily—except for one.

This alien was exceptional—more beautiful and more gifted than the rest. Everywhere he went, he brought a light as beautiful as morning itself. For this reason, he was called “Morning Star.” Although all his fellow aliens raved over him and praised him, it was not enough for Morning Star. No, Morning Star wanted much, much more. He wanted not only glory, but also power. He became so obsessed with this desire for power that his greedy ambitions embodied him with evil, and it was not long before he decided that he should rule.

Morning Star’s greed turned him into the opposite of himself. His brightness and beauty reversed, he was no longer bright and brilliant, but dark. The aliens of Arr knew nothing about darkness, or how to cope with it. Then, much worse, Morning Star turned completely black and began to throw off negative charges that brought harm and disharmony not only to Planet Arr, but to the entire universe, as well.

With his increasing darkness and power, Morning Star began to consume all other aliens that he came in contact with; and they, in turn, became images and shadows of himself. Morning Star developed a desire to rule not only Planet Arr, but also the entire universe. He felt that he had built a strong army and that he was very powerful—powerful enough to overthrow Mycod.

Plans were already made for the future of Planet Earth; but just prior to carrying out these plans, conflict surfaced between Mycod and Morning Star, whose power was now almost equal to Mycod's. Fortunately, Mycod and the aliens who served him had not given Morning Star enough time to consume all that he needed, and they knew that Morning Star would have to leave Planet Arr very soon, because he was creating a tremendous amount of harm and dissension. Therefore, a plan was formulated to send Morning Star to Earth.

Yes, thought Mycod, if Morning Star wants to rule, I will give him a planet to rule.

It was not long before Morning Star's greed and desire to rule brought about a great battle between Mycod and himself, with Mycod emerging victorious. The defeated Morning Star was banished to Earth to rule, with a promise that he would reign only for a short time because a strange prophecy was to follow him.

Mycod was to be the first to initiate evolutionary changes on Earth by mating with a human. The first hybrid child born of the mating would one day receive the power, and from that child a new race was to come.

With the coming of this first child, Morning Star would know that his time was drawing near. At the age of thirty, this child would use his own power to end Morning Star's reign of evil and restore peace.

With the prophecy in mind, and immediately upon his arrival on Earth, Morning Star established a government directed toward finding and destroying the first child, so that the prophecy would not be fulfilled.

Chapter 3

The Great City

Morning Star feared the prophecy, but he believed that he had a good chance of keeping it from being fulfilled. He knew that he had the power to change the course of energy from positive to negative and that, if he used this power to consume all of Earth, he could then destroy the promised seed that was to defeat him. Since the one who was to defeat him was not to be born for many years, Morning Star had a great deal of time to plan his own success for the prophecy was to take place in 5000 B.C.

In space, there is no time as we know it; there is only light. Therefore, as Morning Star made his rapid descent to earth, great changes were occurring. The great civilizations of earth were deteriorating by the millions and fast becoming lost civilizations with lost knowledge. No one could shed any light on the mysteries of the world or the universe.

At one time, Earth had everything and there was nothing that had not been done or said before. However, now, even time itself was going in a backward motion.

Indeed, Morning Star wasted no time in using his power to change the course of energy, and this change immediately brought about undue influences. A strange phenomenon occurred, almost simultaneously with his descent to Earth. Changes were already taking place in space, but the

closer Morning Star got to his destination, the more apparent the changes were on earth.

Many light years away, Morning Star came hurling through space from his home planet, as though he were a large, burning network full of flames headed straight for Earth. He entered Earth's atmosphere in a flash of brilliant light; but after he reached his destination, the entire universe was engulfed in blackness and began to change gradually from a positive to a negative energy. As time went on, more and more disharmony and strife caused less and less order with everything else...and so, greed had come to earth to rule.

In the beginning—before Morning Star's arrival, but due to an invisible influence—the earth was good, new, and ready for a conqueror to overpower it. From the time man tasted his first piece of meat, he not only grew in wisdom and knowledge, he also became as wild and aggressive as the meat he ate. The fruits no longer pacified his conscience or his convictions. All too soon, there was power on earth that made men kill each other. Work in exchange for money was next to come; one-quarter of Earth's population suffered from war, famine, disease, and wild animals. Thunder and lightning, earthquakes, hail, and fire mingled with blood, because Nature turned against mankind.

The year, 2110 A.D., brought many great changes on Earth. Mankind had just finished experiencing the last of the Atomic Age, when an evolution of awareness began, and man was going from the unconscious stages of evolutionary development into the conscious level

of it. There was no doubt that Earth would be destroyed. Before the destruction of Planet Earth, however, there was to be one thousand years of peace and harmony that was to pave the way for a Super-race that was destined to come. This Super-race would not be touched by death, and with its coming, peace would finally be established. For the moment, however, Earth and its inhabitants were advancing toward evolutionary awareness. They were prepared, because they had been cleansing the insides of their bodies for the last hundred years, and because of this preparation, the cleansing of their minds had taken place.

Just two years before the glorious reign of peace was to take place, Morning Star appeared as the first friendly alien to come to Earth. A demon companion by name, “Megus” (an evil alien from the same planet as Morning Star), came to Earth before Morning Star’s arrival and convinced the people that they should accept Morning Star, because he was indeed their crown liberator. Since Megus came to Earth in human form, the Earth people did not know that he was one of the evil aliens sent by Morning Star.

When Morning Star arrived on Earth, businessmen were already gaining power by using their “business management” ways to get whatever they wanted. Now, Morning Star gave them a very influential gift—deceit. They used this gift of false magic and soon deceived all the people of Earth. They corrupted Earth with immortality by using and selling the most advanced machines known to technology, and this power took peace from Earth.

For years, Morning Star expanded his government and firmly established it. He brought about new changes, and all the people on Earth believed that they had experienced miracles. Then, Morning Star's reign was drawing to an end. All signs of time reminded him that the arrival of the promised seed was upon him. Yes, the child's birth was due to take place somewhere in the century of Earth's time, and at thirty years of age, this child was to lead a great revolution—a battle between good and evil.

The Industrial Revolution had faded, and soon there was nuclear power to take its place; the rebellion that Morning Star anticipated would soon begin. Weapons of mass destruction, with which to erase human life from Earth, had multiplied. Soon, there would be a nuclear war between different nations on Earth and, as was predicted some five thousand years earlier, Earth would be destroyed by fire.

The firing of the missiles would destroy all the nuclear power plants, and the China Syndrome the western world feared would occur. The firing of the missiles would cause the nuclear plants to drop their radioactive loads and fuse them into the core of the planet. A nuclear chain reaction would then cause the destruction of Earth a thousand years later, and its land would be nothing more than craters of radioactive lakes and sulfur pits of burning fire.

Democracy was a word remembered by few, forgotten by many. A dictatorial government had taken its place. All the great cities were destroyed, and a new world government was formed. At this point, Earth's government was based on the pyramid system, and the worship of the

almighty dollar prevailed. For years, the mystery of the pyramid had evaded the masses, but now they understood its meaning, because this governmental system was structured exactly as were the pyramid games played in the last half of the twentieth century.

Everyone knew the pyramid's trilateral structure and its resemblance to a triangle, because it was bound by three sides and had three angles. The pyramidal government was capitalistic. Its masses (at the bottom), supported the very rich (the few at the top), and all were kept in force by three levels of authority: Morning Star (alien power), the Rothfellers (the seven major and ten major corporations), and the last president, who was Sam Emen. He was called, "the last president," because he was critically wounded and was expected to die. However, the wound healed, but he never fully recovered. Instead, he received from Morning Star his own power, throne, and vast authority, because he and the alien became the "same man."

After the president's miraculous recovery, the people of Planet Earth were amazed and followed him. Everyone worshiped Morning Star, because he had given his authority and life to the president. Following this, the president was permitted to make proud claims, which were insulting to all that was good, and was permitted to have authority for three and one-half years. The true power, however, was held by Morning Star, Megus, and the Rothfellers.

Megus's job was to do all the dirty work for both the Rothfellers and the last president. The image of the last president was preserved and

worshiped by the masses throughout the world and was kept in force by Megus. Throughout this chain of power, all people—small and great, rich and poor, slave and free—were forced to have a laser mark placed on them without which no one was permitted to buy or sell. Unless they had the trilateral laser mark of the pyramid, they were not allowed to conduct business of any kind. As soon as scanners were set up, the mark was placed on their right cheek.

Religion no longer served mankind's needs or purposes. The people no longer had time for it, nor did they have any time for leisure. The only factor on Earth that was of any importance was getting money with which to satisfy mass hunger. Democracy was killed the moment all aid programs, welfare, social security, and taxes were eliminated and the draft was brought into full force. Acid rain fell from the sky causing water to turn bitter, and many people died from drinking it. Fire, smoke, sulfur fumes, and radiation waste from the nuclear power plants brought about many plagues, and people could not eat from Mother Earth herself. Because no one could eat or drink from the earth, everything was in great demand and had to be bought.

The nuclear wars had destroyed all the great cities, except for one called, "The Dome." It was a giant, computerized city, protected by a shield of invisible, energized beams that destroyed all types of germs, weapons artillery, and radiation fumes. It was Morning Star's power base and was controlled by the three levels of authority. Here, everyone came to buy or sell because it was self-contained.

Soon the bartering system came into being. Money became scarce and bartering became more precious than gold, silver, or diamonds. The bartering system allowed the performing of a service in exchange for receiving another service, thus eliminating the need for money. The laser mark allowed all those who bore it to be a part of this system and, thereby, totally independent of money. Most of the people took the mark in favor of starving to death. However, the mark “bought them” and they incorporated them into the system. They had no need for money, food and clothes, because the system provided everything, but they were no longer free. If they did not take the mark, they risked starvation—unless they had other means of getting food.

The horrible nuclear wars brought two organizations into power. Members of Earth’s largest banking institutions and corporations secretly banded together in a final effort to maintain the worship of money as a permanent way of life. By controlling the mass media—television, newspapers, radio, and print—the secret organization with the code name, Rothfellers, convinced people on Earth to rebuild their weapon systems as a means of providing money and jobs for everyone. Computer games such as Tron, Space Commander, Defender, and Pac-Man, replaced Monopoly and other home games during the last of the twentieth century. The games were a scheme of the Rothfellers, with the aid of President Sam Emen, to secretly prepare young boys and girls for nuclear wars by programming their minds to handle computerized warfare. Such preparation would be useful, once the draft was brought into full force.

Meanwhile, Morning Star and Megus had another purpose in mind. There were subliminal messages in computer games that were to be picked up by the unconscious minds of the people who played them. Russians, therefore, were not permitted to come into contact with these games. Also, these games had a two-fold purpose—one, to make money; and the other, to teach. Everyone knew that, in the future, the computer would be the master of one's fate.

War had begun, even before the new weapon systems were finished and most of the population abandoned the pursuit of evolution or died in nuclear battle. Hand guns and all other guns were abolished, because the masses believed them to be dangerous; and giving up their use made it possible for the Rothfellers to become tyrants.

The second organization in power was formed to free the masses from the influence of the pyramidal government by giving them jobs and the means by which to form businesses, in order for them to buy and sell without taking the trilateral laser mark of the Rothfellers. The Rothfellers traded only with their own, and one could not buy from them or sell to them without their mark. This second organization's secret code name was the "Seven Heads," and each member had the laser mark on a different head. This organization was set up to destroy those who would destroy Earth, and to help fulfill prophecy by revealing the truth to the masses. This prophecy was the same as that passed down through the generations—that a Super-race would come to Earth. The prophecy may have been born out of a desire to be free from oppression. Whatever it

was, it was a rumor long forgotten by some; but for the bitterly oppressed, it was well remembered. Because the oppressed dreamed of the day when they would be free, they did not care where help would come from.

One thing gave the people strength: they knew their salvation depended upon the coming of a future child and the power of the Third Eye. It was true that this power could be used to rid Earth of all its poverty, disease, sickness, death, and all kinds of destruction, but the question of who was worthy of receiving this power remained. This question was constantly asked by the masses for many years. But, there was no one in heaven or on Earth, or in the world below, who could receive this power, because The One was not yet born.

Chapter 4

I-Ceus's Journey

There was a woman from Judea who, from her appearance, seemed to be of lower birth. However, this was not so, for she was a direct descendant of a king who once ruled Earth many thousands of years ago. What king, no one remembered or cared. She traveled the road that led to the Great City, so called because it was self-contained, and was the only place one could go to buy or sell. It was the largest city not yet destroyed by the nuclear wars. It was invincible. This great city was called "Dome," and it was the largest computerized empire of the century. Every day, hundreds of people were on the road to this city. Mass hunger was everywhere, so all small areas and towns got their aid or trade from Dome.

On her way to the city with some of her relatives who were all seeking aid, I-Ceus came upon a crusty, very old, gypsy woman who was dying by the wayside. I-Ceus felt sorry for her and gave her a drink of water from her canteen. After the old woman drank, she took one last breath and said, "You are to give birth to 'The One.'"

This remark so startled and frightened I-Ceus, that she dropped her canteen, wasting all the rest of her water. The woman's remark reminded I-Ceus of what she constantly had been told as a child by her mother, "We are descendants of a great 'One'. Always remember that! You have nothing to be ashamed of because we are poor."

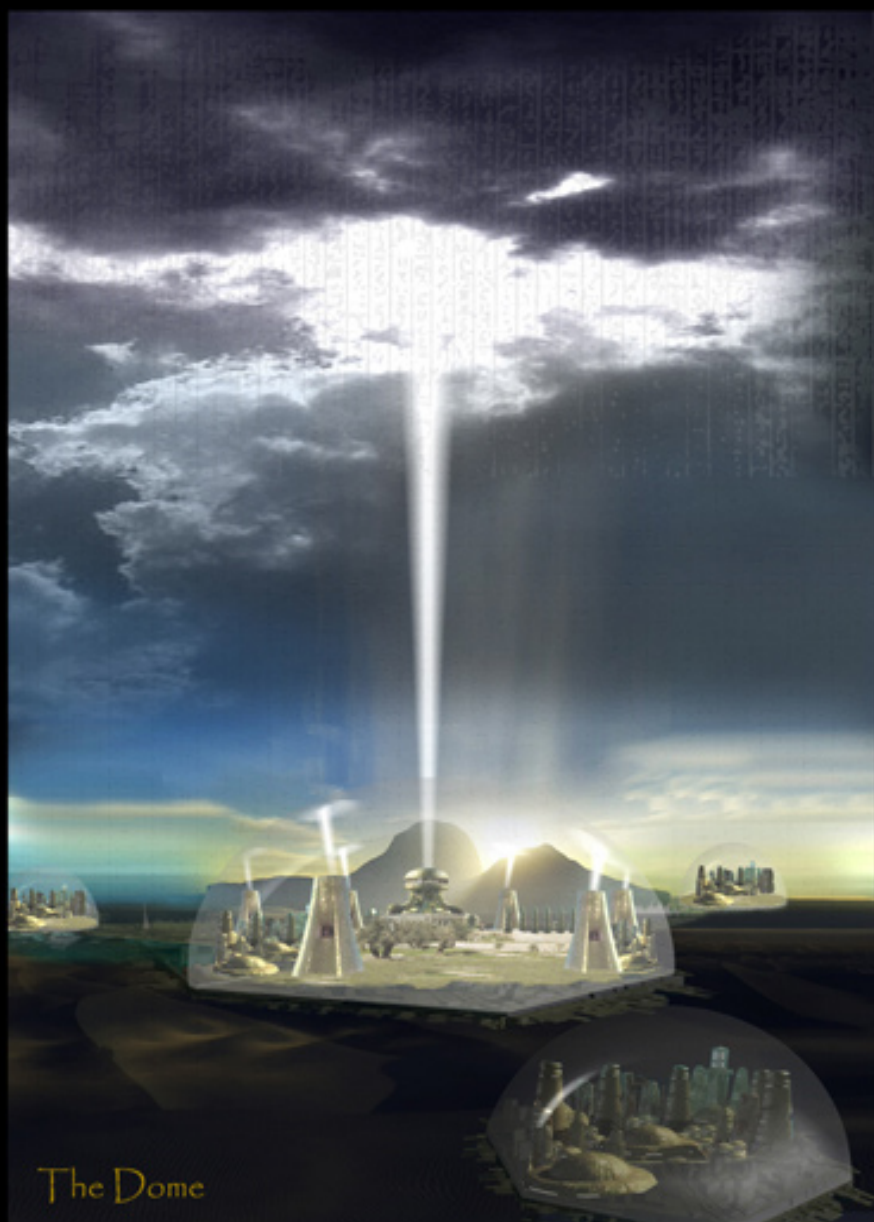
Soon after the occurrence with the gypsy woman, I-Ceus met a strange man with clear, transparent eyes, to whom she became deeply attracted. He spoke profoundly and had a hypnotic affect on I-Ceus. Indeed, she was extremely impressed with him; but when she asked his name, he assured her that this was not important. What was important was that they had met, and they knew they were meant for each other. That night, for the first time in I-Ceus' life, she slept with a man—this man with the intense eyes and hypnotic affect on her. They made love throughout the night, and for the first time, I-Ceus was happy. However, her happiness was short-lived, because the next morning the man with no name was gone; and it seemed as though he never really existed at all. Soon thereafter, she began to forget him, until one day several months later, she realized that she was pregnant.

During the last few days of her journey to Dome, she was about to give birth, and the pain and suffering of childbirth made her cry out. For some unknown reason, Morning Star heard her cries and stood, invisible, in front of her waiting to take her child and destroy it. This was not to be, because a second unseen power was also there—this one to protect the child. I-Ceus gave birth to a son, who would one day bring peace to Earth.

When the Morning Star realized his opportunity to destroy the child had escaped him, he began to pursue the woman. However, I-Ceus fled to the desert where she was given help; thereafter, she was taken care of for three and one-half years, safe from Morning Star's attack. Morning

Star was furious that the woman had escaped him, and he went off to fight against her relatives and those who were faithful to the truth—prophecy.

The child was named “I-Khan,” and was taken by members of the Seven Heads to a safe place. For the next twelve and one-half years, the child was raised as a girl, which, according to his papers, was for his own protection. At the age of thirteen, he was given to Vashta, a ruling brother of the Seven Heads Organization who, unknown to others, was a spy in the Rothfellers Organization. Morning Star searched everywhere, never realizing that his enemy was in his own camp.



Chapter 5

The Birth of I-Khan

At his birth, the sky turned black and the sun did not shine. Heaven and Earth shook with multitudes of earthquakes. Many stars fell from the sky, and many phenomena occurred at his coming, because he was the only one worthy to receive the knowledge and power of The Eye.

His name was I-Khan, and he was the leader of the Galactic Rebellion. He was thirty years of age when the revolution took place on Earth. He had a warm face, with strong fixed eyes. He stood six feet, three inches tall and weighed one hundred eighty-five pounds. At all times, he was dressed in black, because black was the dominant color code of the Rothfellers Organization. He was the seed that the prophecy promised—the one for whom the multitudes had waited so long. He had finally come to fulfill his duty and to destroy Morning Star.

Morning Star waited many, many years for the coming of I-Khan and had prepared everything well in advance for his arrival. He devised many systems with which to find I-Khan. One system was for the last President, Sam Emen, to wipe out taxes, social security, welfare, and aid programs—anything and everything that forced the people to take the mark. Then, he brought the draft system into full force, so that I-Khan would be killed in the nuclear war, once he came of age. He did much more to find the child, but what he did not know was that the child was being educated—right under his nose, in his own Rothfeller

Organization—with the aid of one of his greatest warriors called “Karacus.”

Before I-khan’s thirtieth birthday, he designed and constructed a space vessel called “Space Star.” It was a huge vehicle, shaped like a pyramid, designed for interplanetary warfare and space travel. It was to be the flagship of Earth’s space fleet, and it contained the most secret and highly advanced mechanisms known at that time. I-Khan did not know that the Rothfellers would one day command him to use Space Star as a vehicle for war against the people who registered the Rothfellers’ tyranny.

With the guidance of Karacus, I-Khan grew in strength and wisdom. He was an able young man, and when Karacus noticed how hard he worked, he put him in charge of all the armed forces of the Rothfeller Organization.



Chapter 6

The Rebellion

Space Star is at the orbiting dock. Its crew members are waiting for their assigned orders, which cannot be given until I-Khan receives his secret orders. I-Khan is beginning to change. He does not feel right about his mission, but accepted the assignment with reluctance.

Just before beginning the assigned mission, I-Khan personally experiences a happening that becomes manifest in the form of an eye. He sets the occurrence aside as being simply a hallucination and continues bringing in only the finest, most highly trained people on Earth to operate Space Star. The preparations complete, the vessel leaves the orbiting dock where it was constructed, at which time, I-Khan experiences another happening and once again envisions The Eye.

I-Khan discusses the event with one of his close associates, who informs him that some members of the Space Star crew are rebels against the Rothfellers, and that they have stolen galactic maps of the universe from top-secret stellar receiving stations. They are pointed out to I-Khan and confess that they possess information concerning the main source of power—The Eye—and that it exists on a planet called “Obe III.” They explain that this planet is far off in the distant universe.

More importantly, the rebels produce evidence to I-Khan that the Rothfellers intend to control Earth’s population and reduce it to only

industrial-object worshipers and, further, that they intend to systematically destroy the concept of good. They explain that he is the chosen one who is destined to stand before The Eye and that he is to bring the power of The Eye to Earth.

I-Khan retires to his quarters for meditation and receives notification from the Rothfellers on Earth to open his secret orders. He does so, and finds that the orders clearly specify exactly what the rebels on board the Space Star had reported. I-Khan is infuriated that he has been tricked into leading an expedition of destruction that will eliminate peace on Earth. He then calls all the people of Space Star together and reveals the information he has received, and everyone on board votes to join the rebels! Consequently, the Rothfellers on Earth inform I-Khan that they will hunt down the valuables Space Star and execute all of its occupants.

Chapter 7

The Escape

One hour before I-Khan reads his secret orders, Morning Star finally discovers that the enemy he has been searching for is I-Khan. Knowing that I-Khan is at the orbiting dock, he sends Megus to destroy him. However, just before Megus reaches the dock, I-Khan reads his orders, and believing that Morning Star will try to stop the Space Star from leaving, he devises a plan to throw off Megus until he can escape.

Using his alien power, I-Khan sends out an optical projection of himself for Megus and the Rothfellers' soldiers to battle with. While the soldiers battle with I-Khan's projection, Megus realizes that he has failed and that his prey is now escaping. He knows, too, that someone else will be very upset to receive the news of his failure.

At first, I-Khan and his crew members travel through Space simply to escape capture by the government of Earth. However, this ambition swells to a point where they join in a galactic rebellion to overthrow the government. Unknown to I-Khan, Morning Star has commissioned other space fleets to search out and return Space Star and its crew to the dictatorial government. Additionally, Morning Star offered a generous reward for its return. Space Star fights many battles with Earth's fleets and pirates, and also experiences space storms. Many of the Space Star crew are wounded and some die—and the crew is now reduced in number

and forced to land on a nearby planet called “Sorr” to refuel. Fortunately, while in space on the way to the planet, I-Khan develops his alien side and comes into power.

Chapter 8

Adventure of Space Star

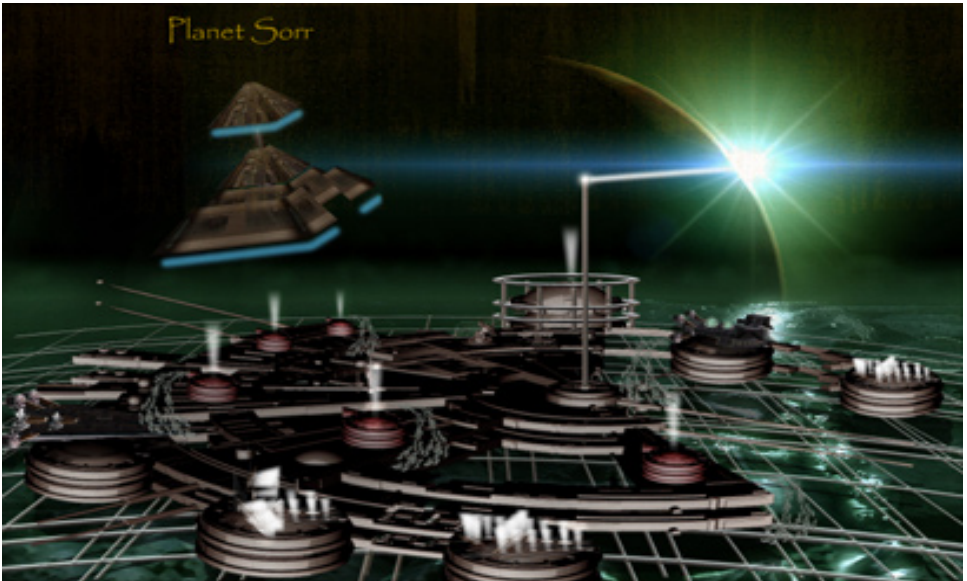
I-Khan and his crew land on a beautiful planet called “Sorr.” Its beauty comes from its radiant black moons, and the light from Sorr is such that it encompasses everything in darkness. Sorr does not lend itself to accurate navigation, unless a space vehicle is within at least one million miles. This planet is governed only by machines of all varieties which are completely operated by energy obtained by connecting into the power from the moons. The space connection between this planet and earth lies in these machines. Modern technology is traded or sold to all who have ships sailing the seas of space and who want to become rich. The planet is controlled by an alien queen called “Janee,” who rules with the Rothfellers of Earth. Her machines get their power from the rocks found on the dark sides of the black moons.

When I-Khan lands on the planet, he soon meets with Queen Janee, who agrees to help him with his repairs and promises medical attention for the wounded members of his crew. Unknown to I-Khan, however, she informs the Rothfellers on Earth about the arrival of Space Star.

Queen Janee is an exceptionally beautiful woman, who possesses the unique capability of changing the color of her skin to reflect her inner emotions. Unfortunately for her, she comes into intimate contact

with I-Khan's alien energy that penetrates her machine-conditioned consciousness, and she falls in love with him.

At the last minute, Janee helps I-Khan and his people to escape from Sorr, avoiding the oncoming war fleet from Earth. I-Khan escapes, but the Rothfellers' soldiers capture and hold Janee as a hostage for her deceit. This causes Morning Star to become so angry that he destroys Sorr.







Chapter 9

The Climax

I-Khan heads straight to the planet, Obe III, where the energy is located, and orbits around it. By this time, he has been informed that his physical strength—he is a hybrid—enables him to stand before The Eye. He is, however, cautioned that if he contains any amount of impurity, he will die from his encounter with The Eye. Moreover, he is informed that if the people of the Space Star want him to possess the powers of The Third Eye, they must first die for their own impurities as a testimony to their belief in I-Khan's own purity and identity.

The people on the Space Star decide to die for I-Khan, and they descend to the planet, Obe III, where flashes of lightning, and rumblings and peals of thunder are occurring. The surrounding heavens blaze with fire and other phenomenon, as the people stand in the open.

Never before has a human set foot on this planet.

The Eye appears and slowly opens. A brilliant, gold light shines from it, and all the people die, except for I-Khan. He stands transfixed, beholding the wondrous sight of The Eye. Staring as though in a daze, he feels lost and empty. He is deep in thought. He realizes that it is now time for him to receive what he was created for.

It feels to I-Khan as though ages have passed since he first began this mission; but now, all is clear and it is time. He is blinded by the brilliancy of The Eye.

Slowly, the clothing on I-Khan's body disintegrates. It is time for him to receive the power, and it could go no place but inside him. The energy enters, and he lies naked and still on the plains of Obe III. The sounds of Om emanate from the heavens. He lies still, as though he were dead, because his human side was destroyed. Because of the energy entering him, however, he is reborn.

He stands alone, feeling empty. Suddenly, one by one, every person who died for him walks out of his body. Once again, the plains of Obe III are full of people, happily facing the blind I-Khan. He is surrounded by magnificent rays of light that slowly form into two golden beads that replace his useless eyes.

Slowly, he raises his eyelids and sees the people who appear before him as all the races on Earth, other planets, and stars. It is the Super-race of the universe that has walked out of him. Never again will they hunger or thirst, nor will any sun or heat burn them, because there will be no death! I-Khan, who is the center, will be their leader, and he will always guide them. His human side was killed, and by this sacrificial death, he brings to Earth the power needed to bring peace.

The people of the Super-race go back to Earth in their alien form, with full knowledge that they must defeat the armies of the Rothfellers in space and on land. They descend to Earth amidst cheers of the multitudes,

now affected by the power of The Eye within I-Khan. The Rothfellers are defeated and peace is proclaimed.

The result of Morning Star's destruction is a reversal of energy. Positive energy begins to dominate, and the entire universe is no longer engulfed in darkness; and because it is no longer black, harmony is once again established.

In the beginning there was light....



Original Manuscript

THE MAKING OF THE THIRD EYE

(the Past to the Present)

Pseudo By Zenia Kavalas

*

FIRST PART May 1, 1981

SECOND PART August 10, 1982

THIRD PART June 28, 1983

FINAL October 1, 1983

280 Pages

9 Chapters

40 Pages or less to
each chapter

FOREWARD

PREFACE

INTRODUCTION

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ILLUSTRATIONS

BRIEF CHAPTERS: I, II, III, IV, V

COMBINATION OF LAST SIX CHAPTERS WITH CONCLUSION

ILLUSTRATIONS

Pridimidial "World" Government of the 22nd Century

The Mark Token

Space Star

MORNING STAR'S EMPIRE

"WORLD"

Pridmidal Government of 22nd Century

- Capitalistic -

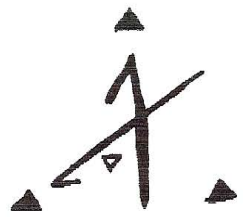
Tri-Lateral

Alien Power

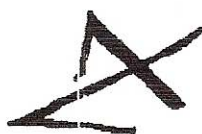
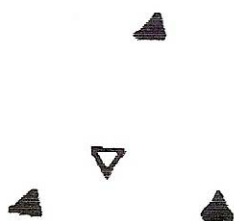
President

Rothfellers

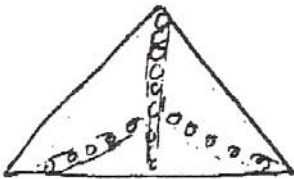
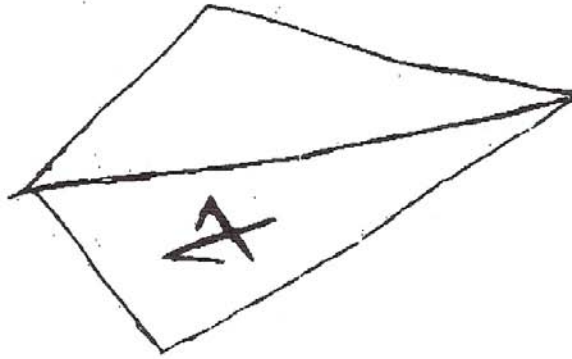




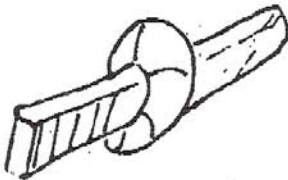
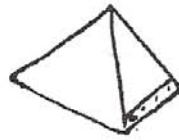
THE MARK TOKEN



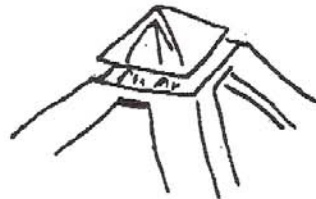
SPACE STAR



Bottom of Ship



Disk Form -
Twirls with 3D projectional sides
Flashing Lights (red and blue)



Orbiting Dock

THE

THIRD

EYE

by Zenia Kavala

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FORWARD

For humanity on planet Earth there are only two eyes, but in the universe there is a "Third Eye". It is an all-seeing eye that reveals ALL: power, enlightenment, wisdom --everything!

This "Third Eye" endures in the Great Seal of the United States of America, that harbors on the back of a dollar bill.

PREFACE

Far out in space, a great battle took place, and something from that battle was flung to planet Earth. It was something that was defeated on its own planet, and it was not allowed to remain any longer--and so it was thrown out. This thing was huge, though invisible; and although unseen by the naked eye, one could feel its power, hear its breathing and, depending on its effect of the individual mind, every imaginable evil was perceived.

This huge and powerful thing came here to rule--in fact, it was given Earth to rule--and it was not going to be denied! It brought with it many wicked images, and with the help of these images every area of planet Earth was covered. It now had dominion over the air, the land, the people--the entire planet--and this was its new kingdom.

One very important factor that this thing knew was -- that its success depended only on deceiving the world.

Introduction

"Watch the heavens ... we will
be back."

Yes, they were here, and they promised to return, those Aliens who came to Earth many thousands of years ago. But, their return would not be for the purpose that everyone believed.

Those aliens of long ago knew the time would come when the forces of light and darkness would struggle for dominance over the spirit of man, because Universal Death for mankind was inevitable. They knew that great changes would take place in the future, most of which would lead to strife among humans and the ultimate destruction of the planet Earth. They anticipated a period of great famine, high prices, chaotic conditions, and devastating plagues.

They knew that only a revolution would make it possible for the Utopian Age to come into being in the course of time --- but not without a price!

Chapter I

EARTH'S PAST

Before there were any inhabitants on Earth, other beings existed in the galaxies of the universe. Some of these beings were not as we know human life to be; rather, they were alien in composition and structure, with some existing in other states as pure energy. Life itself could have come from beings such as these--in fact, these beings may have evolved on a planet similar to Earth, in an uncharted galaxy...

Many centuries ago, the planet Earth was beautiful and peaceful. Everywhere could be seen beautiful trees with gardens of flourishing flowers and plants, and plentiful fruits--and everything was in perfect bliss and harmony. Then, Earth had visitors from space who came to see how the planet and its inhabitants were progressing. The people of Earth had open communications with these aliens, whom they believed to be "gods", and never did they forget the "gods from the sky". Stories, artefacts and drawings, constantly relating various encounters and formed friendships with the "sky gods" were passed down through many generations. Also, the people of Earth occasionally mated with the visiting aliens, and from such breeding many new races emanated. However, the singlemost important thing that these aliens brought to Earth was knowledge. It was through this knowledge that the people of Earth learned many old and new things, and many secrets that were revealed by the super hybrid races, as well. Thus, in time they became a new source of knowledge and power. Earth progressed and so did its beginning, with

some of the new races being giants and one of a kind life forms, all unusual in appearance because of the bizarre mixtures that resulted from mating with the unknown aliens.

The aliens knew that mankind on Earth would one day annihilate themselves, but they promised to return. Also, they knew that in the near future (about 1,000 years) the Omega would occur, and when it did, Earth would be destroyed by fire, all human life would be wiped out, and an imbalance in the universe would be created. Knowing all of this, why would the aliens want to return to a planet that was to perish? Their reason was clear--they planned to intervene in the affairs of man, they would colonize, and they would mate with humans. Their sole purpose was to speed up evolution changes in humans to the extent that they would immediately evolve into a Super Race. These evolutionary changes would make it possible for mankind (once hybrid) to become immortal, never experiencing death, then to become very progressive for centuries to come.

Chapter II

PLANET ARR

Years ago, in a very distant galaxy, there was a planet called "Arr". Its location was secret only because it existed in an uncharted galaxy, millions of miles in space. On this planet peace reigned, and because of this unique factor a superior race of aliens developed. These aliens were all beautiful beings of light, conceived of pure energy--and their sole purpose was to bring harmony and order to every living thing in the universe. They were the preservers of life--the guardians of the universe--and because of their purpose they grew more beautiful and bright with every minute of each day.

The power of this unusual planet came from a source of energy called "The Eye". This power was also the life force of the inhabitants of the planet, and since it was their life force, the location of The Eye was a secret known only to them. They knew that The Eye existed on a planet called "Obe III" in the same galaxy as their planet.

The energy of The Eye was controlled and used by Mycod, their leader, who knew the mysteries of the energy. Mycod believed that one who controlled power should not misuse it, for power wrongly used will only bring destruction. ("He who controls the power, must have desires that will be only for the good of the whole, not just for self".)

The Eye, always in a natural state, contained no impurities. Therefore, the prime function of Mycod as ruler of the planet, was the same as that of the sun--he continuously distributed the energy of The Eye. Thus, Mycod became the giver of life and, because of his leadership qualities, the universe constantly flowed toward knowledge and light.

A short time passed when Mycod decided to assign tasks to each of the alien inhabitants of the planet, enabling them to play intricate roles in the design of future things to come. The aliens became very dedicated; they worked hard and happily obeyed--except for one. This alien was more exceptional--he was more beautiful, and more gifted than the rest. Everywhere he went he brought a light as beautiful as morning itself; and for this reason he was called, "Morning Star". Although all his fellow aliens raved over him and praised him, it was not enough for Morning Star. No, Morning Star wanted much, much more-- he wanted not only glory, but power too. Very soon he became obsessed with this desire for power, that in a short time his greedy ambitions embodied him with evil, and it was not long before he decided that he should rule. Morning Star's greed turned him into the opposite of himself; his brightness and beauty began to reverse, and in a short time he was no longer bright and brilliant, but dark. The aliens of Arr knew nothing about darkness, or how they were to cope with it. Then, much worse, Morning Star turned completely black and began to throw off negative charges that brought harm and disharmony, not only to Planet Arr, but to the entire universe.

With his increasing darkness and power, Morning Star began to consume all other aliens that he came in contact with, and they in turn became images and shadows of himself. Morning Star now developed a desire to rule not only Planet Arr, but the entire universe. He felt that he had built a strong army, and that he was very powerful--powerful enough to overthrow Mycod.

About this time plans were already made for the future of Planet Earth. However, just prior to carrying out these plans, conflict surfaced between Mycod and Morning Star, whose power was now almost equal to Mycod's. Fortunately, Mycod and the aliens who served him had not given Morning Star enough time to consume all that he needed, and they knew that Morning Star would have to leave Planet Arr very soon, because he was creating a tremendous amount of harm and dissension. Therefore, a plan was formulated to send Morning Star to Earth. Yes, thought Mycod, if Morning Star wanted to rule, he would give him a planet to rule.

It was not long before Morning Star's greed and desire to rule brought about a great battle with Mycod, with Mycod emerging victorious. Morning Star, defeated, was banished to Earth to rule--with a promise that he would only reign for a short time, because a strange prophecy was to follow him. Mycod was to be the first to initiate evolutionary changes on Earth, by mating with a human. The first hybrid child born of this mating would one day receive the power, and from that child a new race was to come. Also, with the coming of this first child,

Morning Star would know that his time is drawing near, because at the age of 30, this child would use his own power to end Morning Star's reign of evil, by restoring peace.

With the prophecy in mind and immediately upon his arrival on Earth, Morning Star establishes a government directed towards finding and destroying the first child, so that the prophecy would not be fulfilled.

Chapter III

THE GREAT CITY

Morning Star feared the prophecy, but he believed that he had a good chance of destroying the occurrence of its fulfillment. He knew that he had the power to change the course of energy from positive to negative and that if he used this power to consume all of Earth, he could then destroy the promised seed that was to defeat him. Since the one who was to defeat him was not to be born for many years, Morning Star had a great deal of time to plan his own success...for the prophecy was to take place in 5000 B.C.

In Space there is no time as we know it, there is only light...so as Morning Star made his rapid descent to Earth great changes were occurring. The great civilizations of Earth were deteriorating by the millions and fast becoming lost civilizations with lost knowledge. No one could shed any light on the mysteries of the world...or the Universe. At one time Earth had everything, and there was nothing that had not been done or said before; however, now even time itself was going in a backward motion.

Indeed, Morning Star wasted no time in using his power to change the course of energy, which immediately brought about undue influences. A strange phenomenon occurred, almost simultaneously with his descent to Earth. Changes were

already taking place in Space, but the closer Morning Star got to his destination (Earth) the more apparent and gradual the changes were there.

Many light years away, Morning Star came hurtling through space from his home planet, as though he was a large burning network full of flames, heading straight for Earth. He entered Earth's atmosphere like a flash of brilliant light. After he reached his destination, the entire Universe was engulfed in blackness and began to change gradually from a positive energy to a negative one. As time went on, there began to appear more and more disharmony and strife, which caused less order with everything else...and so, greed had come to Earth to rule.

In the beginning (before Morning Star's arrival, but due to an invisible influence) the Earth was good, new and ready for a conqueror to conquer it. From the first time man tasted his first piece of meat, he not only grew in wisdom and knowledge, he became as wild and aggressive as the meat he ate. The fruits no longer pacified his conscience or his convictions. All too soon there was power on Earth that made men kill each other. Work in exchange for money was next to come; one-quarter of Earth's population suffered from war, famine, disease, and wild animals. Thunder and lightening, earthquakes, hail and fire mingled with blood, because Nature turned against mankind.

The year 2110 A.D. brought many great changes on Earth. Mankind just finished experiencing the last of the Atomic Age, when an evolution of awareness began; and man was going from the unconscious stages of evolutionary development into the conscious levels of it. There was no doubt that Earth would be destroyed. Before the destruction of planet Earth, however, there was to be 1,000 years of peace and harmony that was to pave the way for a Super Race that was destined to come. This Super Race would not be touched by death, and with their coming peace would finally be established. For the moment, however, Earth and its inhabitants were evolving toward evolutionary awareness. They had prepared for this, because they had been cleansing the insides of their bodies for the last hundred years, and because of this preparation, the cleansing of the mind had taken place.

Just two years before this glorious reign of peace was to take place, Morning Star appeared as the first friendly alien to come to Earth. A demon companion by the name of Megus (an evil alien from the same planet as Morning Star) came to Earth before Morning Star's arrival and convinced the people that they should accept Morning Star, because he was indeed their crown liberator. Since Megus came to Earth in human form the Earth people did not know that he was one of the evil aliens sent by Morning Star.

When Morning Star arrived on Earth, businessmen were already gaining power by using their "business management" ways to get whatever they wanted. Now, Morning Star gave them a

very influential gift--deceit. They used this gift of false magic and soon deceived all the people of Earth. They corrupted Earth with immorality by using and selling the most advanced machines of technology known--and this power took peace from Earth.

For years, Morning Star expanded his government and firmly established it. He brought about new changes, and all the people on Earth believed that they had experienced miracles. Then, Morning Star's reign was drawing to an end. All signs of time reminded him that the arrival of the promised seed was upon him. Yes, the child's birth was due to take place somewhere in this century of Earth's time, and at 30 years of age, this child was to lead a great revolution--a battle between good and evil.

The Industrial Revolution had faded and soon there was nuclear power to take its place...the rebellion that Morning Star anticipated would shortly begin. Weapons of mass destruction had multiplied to erase human life from Earth. Soon, there would be a nuclear war between different nations on Earth and, as was predicted some 5,000 years earlier, Earth would be destroyed by fire.

The firing of the missiles sunk all the nuclear power plants, and the China Syndrome that the western world feared occurred. The firing of the missiles caused the nuclear plants to drop their radioactive loads and fuse them into the core of the planet. A nuclear chain reaction would then cause the destruction of Earth a thousand years later, and its land would be nothing more than craters of radioactive lakes and sulfur pits of burning fire.

Democracy was a word once remembered, but only by a few, because it was soon forgotten by many. A dictatorial government had taken its place. All the great cities were destroyed and a new world government was formed. Now, Earth's government was based on the pyramid system, and the worship of the almighty dollar prevailed. For years, the mystery of the pyramid had evaded the masses, but now they understood its meaning, because this governmental system was structured exactly as the pyramid games played in the last half of the 20th century.

Everyone knew the pyramid's tri-lateral structure and its resemblance to a triangle, because it was bounded by three sides and had three angles. The pyramidal government was capitalistic; its masses (at the bottom) supported the very rich, (the few at the top), and all were kept in force by three levels of authority...Morning Star (alien power), the Rothfellers (the seven major banks and ten major corporations), and the last president who was Sam Emen. He was called the last president because he was critically wounded, and he was expected to die; however, the wound had healed, and he never fully recovered--instead, he received from Morning Star his own power, throne, and vast authority, because he and the alien became the "same men". After the president's miraculous recovery, the people on planet Earth were amazed and followed him. Everyone worshipped Morning Star because he had given his authority and life to the president. Following this, the president was permitted to make proud claims which were insulting to all that was good, and was permitted to have authority for 3-1/2 years. The true power, however, was

held by Morning Star, Megus, and the Rothfellers.

Megus' job was to do all the dirty work for both the Rothfellers and the last president. The image of the last president was preserved and worshipped by the masses throughout the world, and was kept in force by Megus. Throughout this chain of power, all the people--small and great, rich and poor, slave and free--were forced to have a laser mark placed on them; and no one was permitted to buy or sell unless they had the tri-lateral laser mark of the pyramid. As soon as scanners were set up, the mark was placed on their right cheek.

Religion no longer served mankind's needs or purpose; the people no longer had time for it, nor did they have any time for leisure. The only factor on Earth that was of any importance, was getting money to satisfy mass hunger. Democracy was killed the moment all aid programs, welfare, taxes, and social security were eliminated; and the Draft was brought into full force. Acid rain fell from the sky, which caused water to turn bitter, and many people died from drinking it. Fire, smoke, sulfur fumes, and radiation waste from the nuclear power plants brought about many plagues, and people could not eat from Mother Earth herself...and because no one could eat or drink from the earth, everything was in great demand and had to be bought.

The nuclear wars had destroyed all the great cities, except for one called "The Dome". It was a giant computing city, protected by invisible energized beams that formed a protective shield over the entire city. These beams destroyed all types of germs, weapon artillery, and radiation fumes. It was

Morning Star's power base, and it was controlled by the three levels of authority. Here, everyone came to buy or sell because it was self-contained.

Soon the bartering system came into being; money became scarce and bartering became more precious than gold, silver or diamonds. The bartering system allowed one to perform a service in exchange for another service, thus eliminating the need for money. The laser mark made all those who bore it a part of this system which permitted one total independence of money, but still dependent without it. Most of the people took the mark in favor of starving to death, because the mark not only incorporated one into the system, one was also owned by the system. No longer was one free, and one had no need for money, food, clothes, etc., because the system provided everything. If one did not take the mark they risked starvation--unless they had other means of getting food, and anything else they needed.

The horrible nuclear wars brought two organizations in power. Members of Earth's largest banking institutions and corporations secretly banded together in a final effort to maintain the worship of money as a permanent way of life. By controlling the mass media (television, newspapers, radio, print, etc.) the secret organization with the code name "Rothfellers", convinced people on Earth to rebuild their weapon system as a means of providing money and jobs for everyone. Computer games such as Tron, Space Commander, Defender, Pac-Man, etc. replaced Monopoly and other home games during the last of the 20th century. This

was a scheme of the Rothfellers (with the aid of President Sam Emem) to secretly prepare young boys and girls for nuclear wars, by programming their minds to handle computerized warfare, which would be useful, once the Draft was brought into full force. Meanwhile, Morning Star and Megus had another purpose in mind--there were subliminal messages in computer games that could be picked up, only in the unconscious minds of the people who played them. This was one of several reasons why they would not permit any Russians to come into contact with these games. Also, these games had a twofold purpose; one was to make money and the second was to teach, because everyone knew that in the future the computer would be the master of everyone's fate.

War began, even before the new weapon systems were finished, and most of the population abandoned the pursuit of evolution, or died in nuclear battle. Hand guns and all other guns were abolished because the masses believed them to be dangerous and, giving up their use, made it possible for the Rothfellers to become tyrants.

The second organization in power was formed to free the masses from the influence of the pyramidal government by giving them jobs and the means by which to form businesses, so that they could buy and sell without taking the tri-lateral laser mark of the Rothfellers (the Rothfellers only traded with their own, and one could not buy or sell without their mark, unless one had other means to keep from starving). This second organization's secret code name was the "Seven Heads", and each member had the laser mark of a different head. This

organization was set up to destroy those who would destroy Earth, and to help fulfill the prophecy, by revealing the truth to the masses. This prophecy was the same as that passed down through the many generations--that a Super Race would come to Earth. The prophecy may have been true, and yet it may have been born out of a desire to be free from oppression. Whatever it was, it was a rumor long forgotten by some, and for the bitterly oppressed it was well remembered...and because the oppressed dreamed of the day when they would be free, they did not care where help would come from.

There was one thing that gave the people strength, that was that they knew their salvation depended on the coming of a future child and the power of the Third Eye. It was true that this power could be used to rid Earth of all its poverty, disease, sickness, death, and all kinds of destruction, but the question remained--who was worthy of receiving this power? This question was constantly asked by the masses for many years. But, there was no one in heaven or on Earth, or in the world below, who could receive this power, because the "ONE" was not yet born.

Chapter IV

I-CEUS' JOURNEY

There was a woman from Judea who, from her appearance, seemed to be of lower birth. However, this was not so, for she was a direct descendant of a king who once ruled Earth many thousands of years ago. What king? No one remembered or cared. She travelled the road that led to the Great City. It was called "The Great City" because it was self-contained, and also it was the only place one could go to buy or sell. It was the largest city that was not destroyed by the nuclear wars because it was invincible. This great city was called "The Dome" and it was the largest computerized empire of the century. Hundreds of people, everyday, were on the road to this city. Mass hunger was everywhere, and so all small areas and towns got their aid or trade from The Dome.

On her way to the city, with some of her relatives who were also seeking aid, I-Ceus came upon an old gypsy woman by the wayside who was dying--she was very crusty and very old. I-Ceus felt sorry for her and gave her a drop of water from her canteen. After the old woman drank, she took one last breath and said, "You are to give birth to the 'One'". This remark startled and frightened I-Ceus, causing her to drop her canteen...wasting all of her water. The woman's remark reminded I-Ceus of what her mother constantly told her as a

child, "We are descendants of a great 'One'...always remember that! You have nothing to be ashamed of because we are poor."

Soon after the occurrence with the gypsy woman, I-Ceus met a strange man with clear, transparent eyes, whom she became deeply attracted to. He spoke very profoundly and had a hypnotic effect on I-Ceus. Indeed, she was extremely impressed with him, but when she asked his name, he assured her that his was not important--what was important was that they had met and they were knew that they were meant for each other. That night, for the first time in I-Ceus' life she slept with a man, this man with the intense eyes and hypnotic effect on her. They made love throughout the night, and for the first time I-Ceus was very happy. However, her happiness was short-lived, because the next morning the man with no name was gone...and it seemed as though he never really existed at all. Soon thereafter she began to forget him, until one day (several months later) she realized that she was pregnant. During the last few days of her journey to Dome she was soon to give birth, and the pain and suffering of childbirth made her cry out. Morning Star, for some unknown reason, heard her cries, and stood (invisible) in front of her, waiting to take her child and destroy it. But this was not to be, because an unseen power was also there--to protect the child. I-Ceus then gave birth to a son, who would one day bring peace to Earth.

When Morning Star realized his opportunity to destroy the child had escaped him, he began to pursue the woman. However, the woman (I-Ceus) fled to the desert where she was given help; thereafter, she was taken care of for three and one-half years,

safe from Morning Star's attack. Morning Star was furious that the woman had escaped him, and he went off to fight against her relatives and those who were faithful to the truth (prophecy).

The child was named "I-Khan" and was taken by members of the "Seven Heads" to a safe place. For the next 12-1/2 years, the child was raised as a girl (on paper) for his own protection. At the age of 13, he was given to Vashta, a ruling brother of the Seven Heads Organization who, unknown to others, was a spy in the Rothfellers Organization. And so, Morning Star searched everywhere, never realizing that his enemy was in his own camp.

Chapter V

BIRTH OF I-KHAN

At his birth, the sky turned black and the sun did not shine. Heaven and Earth shook, and there were a multitude of earthquakes; many stars fell from the sky, and many phenomena occurred at his coming, because he was the only one worthy to receive the knowledge and power of the Eye.

His name was I-Khan and he was the leader of the Galactic Rebellion. He was thirty years of age when the Revolution took place on Earth. He had a warm face, with strong fixed eyes; he stood 6'3" and weighed 185 pounds. At all times, he was dressed in black, because black was the dominant color code of the Rothfellers Organization. He was the seed that the prophecy promised...the one that the multitudes had so long waited for. He had finally come to fulfill his duty and to destroy Morning Star.

Morning Star waited many, many years for the coming of I-Khan, and prepared everything well in advance for his arrival. He devised many systems to find I-Khan. One system was for the last president (Sam Emen) to wipe out taxes, social security, welfare, aid programs, etc.--anything and everything that forced the people to take the mark. Then, he brought the Draft system into full force, so that I-Khan would be killed in the nuclear war, once he came of age. And...he did much more to

find the child, but what he did not know was that the child was being educated, right under his nose, in his own Rothfeller Organization, with the aid of one of his greatest warriors called "Karacus".

Before I-Khan's 30th birthday, he designed and constructed a space vessel called "Space Star". It was a huge vehicle, shaped like a pyramid, designed for interplanetary warfare and space travel. It was to be the flagship of Earth's space fleet, and it contained the most secret and highly advanced mechanisms known at that time. I-Khan did not know that the Rothfellers would one day command him to use Space Star as a vehicle for war against the people who resisted the Rothfellers' tyranny.

With the guidance of Karacus, I-Khan grew in strength and wisdom. He was an able young man, and when Karacus noticed how hard he worked, he put him in charge of all the armed forces of the Rothfeller Organization.

Chapter VI

THE REBELLION

Space Star is at the orbiting dock with its crew members, and everyone is waiting for their assigned orders which cannot be given until I-Khan receives his secret orders. I-Khan is beginning to change...he did not feel right about this mission, and accepted the assignment with some reluctance.

Just before beginning the assigned mission, I-Khan personally experiences a happening that becomes manifest in the form of an "eye". He sets this aside as simply being an hallucination and continues his organizational tasks, which include collecting the finest, most highly trained people on Earth to operate Space Star. When all the preparations are completed, the vessel leaves the orbiting dock where it was constructed. At this time I-Khan experiences another happening, and once again he envisions the "eye". After this second happening, I-Khan discusses the event with one of his close associates, who informs him that some members of the Space Star crew are rebels against the Rothfellers, and that they had stolen galactic maps of the universe from top-secret stellar receiving stations. These people were later pointed out to I-Khan, and later confess that they possessed information concerning the main source of power--the "Eye", and that it exists on a planet called "Obe III"

They explain that this planet is far off in the distant universe. More importantly, the rebels produce evidence to I-Khan that the Rothfellers intend to control and reduce Earth's population to industrial object-worshippers, and that they wanted to systematically destroy the concept of "good". They also explain to I-Khan that the happenings he envisioned had significance, for he is the chosen one who is destined to stand before the "Eye", and that he was to bring the power of The Eye to Earth.

I-Khan retires to his quarters for meditation, and receives notification from the Rothfellers on Earth to open his secret orders. He does so, and finds that the orders clearly specify exactly what the rebels on board the Space Star had reported. I-Khan then becomes infuriated that he has been tricked into leading an expedition of destruction that will eliminate "peace" on Earth. He then calls all the people of Space Star together and reveals the information he has received--and everyone on board votes to join the rebels. Consequently, the Rothfellers on Earth inform I-Khan that they will hunt down the valuable Space Star and execute all of its occupants.

Chapter VII

THE ESCAPE

One hour before I-Khan reads his secret orders, Morning Star finally discovers that I-Khan is his enemy. Knowing that I-Khan is at the orbiting dock, he sends Megus to destroy him. However, just before Megus reaches the dock, I-Khan has read his orders, and believing that Morning Star will try to stop the Space Star from leaving, he devises a plan to throw off Megus until he can escape. Using his alien power, I-Khan sends out an optical projection of himself for Megus and the Rothfellers' soldiers to battle with. While the battle is going on with the projection, the ship is leaving the orbiting dock, emerging upward towards the stars. When I-Khan withdraws the projection, Megus realizes that he has failed and that his prey is now escaping. Also, Megus knows that someone else will be very upset to receive this news.

At first, I-Khan and his crew members travel through Space simply to escape capture by the government of Earth. However, this ambition swells to a point where they join in a galactic rebellion to overthrow the government. Unknowing to I-Khan, Morning Star has commissioned other space fleets to search out and return Space Star and its crew to the dictatorial government. Additionally, Morning Star offers a

generous reward for its return. Space Star fights many battles with Earth's fleets, pirates, and also experiences space storms. Many of the Space Star crew are wounded and some die--and the crew is now reduced in number, and forced to land on a nearby planet called "Sorr" to refuel. Quite fortunately, while in space on the way to the planet, I-Khan develops his alien side and comes into power.

Chapter VIII

ADVENTURE OF SPACE STAR

I-Khan and his crew land on a beautiful planet called "Sorr". Its beauty comes from its radiant black moons, and the light from Sorr is such that it encompasses everything in darkness, and does not lend itself to accurate navigation unless a space vehicle is within at least one million miles. This planet is governed only by machines of all varieties that are completely operated by energy power, that is obtained by connecting into the power from the moons. The space connection between this planet and Earth is these machines. Modern technology is traded or sold to all who have ships sailing the seas of space, and who want to become rich. The planet is controlled by an alien queen called "Janee", who rules with the Rothfellers of Earth. Her machines get their power from the rocks found on the dark sides of the black moons.

When I-Khan lands on the planet, he soon meets with Queen Janee, who agrees to help him with his repairs, and who promises medical attention for the wounded members of the crew. Unknown to I-Khan, however, she informs the Rothfellers on Earth about the arrival of Space Star.

Queen Janee is a very beautiful woman, and she possesses the unique capability of changing the color of her skin to reflect her inner emotions. Unfortunately for her, she comes into intimate contact with I-Khan's alien energy that

penetrates her machine-conditioned consciousness, and she falls in love with him. At the last minute, Janee helps I-Khan and his people to escape from Sorr, avoiding the oncoming war fleet from Earth. I-Khan escapes, but the Rothfellers' soldiers capture and hold Janee as hostage for her deceit. This causes Morning Star to become so angry that he destroys Sorr.

Chapter XX

THE CLIMAX

I-Khan heads straight to the planet called "Obe III" where the energy is located, and orbits around it. By this time, he has been informed that his physical strength (he is a hybrid) enables him to stand before The Eye. However, he is cautioned that if he contains any amount of impurity, he will die from his encounter with The Eye. Moreover, it is discovered that if the people of the Space Star want I-Khan to possess the powers of "The Third Eye", they must first die for their own impurities as a testament of their belief in I-Khan's own purity and identity.

The people on the Space Star decide to die for I-Khan, and they descend to the planet Obe III where flashes of lightning, rumblings, and peals of thunder are occurring. The surrounding heavens blaze with fire and other phenomenon, as the people stand in the open.

(...Never has a human set foot on this planet, not even one who is half-human).

The Eye appears and slowly opens, a brilliant gold light shines from it, and all the people die, except for I-Khan. He stands transfixed, beholding the wondrous sight of The Eye, and staring as though in a daze, feeling lost and empty. He is deep in thought because now he knew it was time for him to receive what he was created for. It seemed as though ages had passed since he first began this mission, but now all was clear and it was time. He is blinded by the brilliancy of The Eye,

Slowly, the clothing on I-Khan's body disintegrates... it is time for him to receive the power, and it could go no place but inside of him. After the energy enters, he lies naked and still on the plains of Obe III, as the sound of "Om" emanates from the heavens. He seems so still...as though he were dead because his human side was destroyed...but because of the energy entering him, he is reborn. After a short while, he stands alone feeling empty, when suddenly each and every one of the people who died for him walk out of his body. Once again, the plains of Obe III are full of people happily facing the blind I-Khan. He is surrounded by magnificent rays of lights that slowly form into two golden beams emanating from his closed eyes. Then, slowly he opens his eyes and sees the people who appear before him as all the races on Earth, other planets, and stars. It is the Super Race of the universe that walked out of him. Never again will they hunger or thirst, nor will any sun or heat burn them, because there will be no death! I-Khan, who is the center, will be their leader, and he will always guide them. His human side was killed, and by this sacrificial death, he brings to Earth the power needed to bring peace.

The Super Race goes back to Earth in their alien form, with full knowledge that they must defeat the armies of the Rothfellers in space and on land. They descend to Earth amidst cheers of the multitudes, now affected by the power of The Eye within I-Khan. The Rothfellers are defeated and peace is proclaimed.

After Morning Star's destruction, a reversal of energy comes about. Positive energy begins to dominate and the entire universe is no longer engulfed in darkness; and because it is no longer black, harmony is once again established.

In the beginning there was light...

Addendum

Black Sci-Fic To Be Produced

Sofia Stewart is planning a production called *The Third Eye*, a multi-million dollar science fiction film to be produced in 1982.

Sofia Stewart, independent production called THE THIRD EYE, a multi-million dollar science fiction film to be produced in 1982.

Sofia Stewart, independent producer, represents a group of leading Black people who have a interest and desire to develop this project. This film, the first of it's kind, is dedicated to three times former World Heavyweight Champion Muhammad Ali, because of his projected success to the Black population and other areas of society. Because of Ali's image as a living hero he was chosen as a role model.

The purpose of this unique film project is to create a more positive image of Black (Sci-Fic) Super Heroes for little Black children everywhere. The producer's intentions are to eradicate the negative roles currently projected through violence.

We are currently accepting new ideas and material. For more information write or call:

Sofia Stewart Productions
256 S. Robertson Blvd.,
Suite 8180
Beverly Hills, Calif.
90211
(213) 652-6452

The Los Angeles
Sentinel Newspaper
June 8th, 1981



TWENTIETH
CENTURY-FOX
PRODUCTIONS

SUSAN MERZBACH
VICE PRESIDENT
CREATIVE AFFAIRS

June 1, 1981

Ms. Sofia Stewart
SOFIA STEWART PRODUCTIONS
256 South Robertson Blvd., Ste. 8180
Beverly Hills, CA. 90211

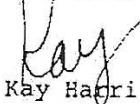
Re: THIRD EYE by Sofia Stewart - TRE (6pp)

Dear Sofia,

Pursuant to your telephone conversation of this morning with Susan Merzbach, I am enclosing the above-referenced material.

Many thanks.

Sincerely,


Kay Harrison

/kh
Enclosure



Columbia Pictures Industries, Inc.

Richard Berres
Vice President
Director of Music

June 8, 1981

Sofia Stewart Productions
256 South Robertson Blvd.
Suite 8180
Beverly Hills, CA 90211

Dear Sofia,

Sorry for the delayed response -- have been in New York.
In looking closely at your outline, let me first say that
I'm not an expert whatsoever in determining what's commercially
viable for the networks. However, I will give you a personal
viewpoint and say that while your outline is interesting to
read, I believe that it is not "commercially viable".

In any event -- best wishes and good luck!

Cordially,

Dick Berres

DB:ds

Columbia Plaza, Burbank, California 91505 • 213-954-4045

Verona Russell-Scales, Agent
(718) 287-8347
3353 Ft. Independence Street
Riverdale, New York 10463
Suite 145

July 1, 1985

Lora Lee, Story Editor
Twentieth Century-Fox Productions
Box 900
Beverly Hill, CA 90213

Re: Third Eye by Sofia Stewart-Manuscript

Dear Ms. Lee:

In June 1981 Susan Merzbach read these six pages of a science fiction treatment entitled "Third Eye" and liked what she had read ... so much in fact, that she personally called up my client to see if there were anything more written about the subject. Unfortunately at the time my client was busy working on the manuscript of her book which wasn't completed until the winter of 83.

After it's completion, she received a second phone call from Twentieth Century-Fox but this time from a David Madden's Office via Valrie Redd etc. requesting the finished product.

I submitted the manuscript on the behalf of my client August 23, 1984 (Register; Return Receipt), but never received a formal acknowledgment of receipt!

As per conversation on June 17, 1985, between my client and the secretary (Vivian) in your office I am re-submitting this manuscript for your consideration.

Sincerely,

Verona Russell-Scales
Agent

VR-S/jb

Enclosure

Ester Duffie, Agent
(915) 949-9208
2009 Raney
San Angelo, Texas 76901
Suite 96

3353 Ft. Independence Street
Riverdale, New York 10463
Suite 145

August 18, 1984

Valrie Redd
David Madden Office
Twentieth Century-Fox Productions
Box 900
Beverly Hill, CA 90213

Re: Third Eye by Sofia Stewart-Manuscript

Dear Valrie,

Pursuant to your telephone conversation several months ago with Sofia Stewart,
I am enclosing the above-referenced material for your consideration.

Sincerely,

Ester Duffie

ED/jb

Enclosure

TWENTIETH CENTURY FOX FILM CORPORATION



July 10, 1985

Verona Russell-Scales
3353 Ft. Independence Street, Suite 14S
Riverdale, NY 10463


Dear Ms. Russell-Scales,

Thank you for your submission entitled, *Third Eye*, which I am returning.

While I understand that there was interest from Fox during a previous administration, I regret to inform you that Fox now is only allowed to accept submissions from agents who are signatory with the Writer's Guild of America. Unfortunately, we cannot make exceptions.

Thank you, however, for thinking of Fox. Much luck to you in the future.

Sincerely yours,


Lora Lee
Story Editor

encl.
LL/vcm

John A. Schulman
Executive Vice President
and General Counsel

April 14, 1999



WARNER BROS.

4000 Warner Boulevard
Burbank, California 91522-0822
(818) 954-4223 Fax: (818) 954-4768
E-Mail: john_schulman@warnerbros.com

Ms. Sofia Stewart
PO Box 165153
Salt Lake City, UT 84116

Dear Ms. Stewart:

I write in response to your April 9 letter to Warner Bros. Legal Department, which was received by Silver Pictures. I write in light, also, of your prior telephone conversation with me. As I told you when we spoke, let me please repeat: If you truly believe that "Matrix" is an unauthorized derivative work based on your book, "Third Eye," please provide Warner Bros. with the relevant materials which you claim support your claim so that we might evaluate it. Pam Kirsh enumerated them in her recent letter to you. Simply, your letter to me doesn't tell us enough to enable us to evaluate your claim. You can send any materials to Pam Kirsh or to me at the address above.

Sincerely,



John A. Schulman

JAS:hjl

cc: Pam Kirsh (w/encl)

A Time Warner Entertainment Company

Pamela Kirsh
Vice President and General Counsel
Theatrical



WARNER BROS.

4000 Warner Boulevard
Burbank, California 91522
(818) 954-2331
Fax: (818) 954-2490

U.S. Mail

April 14, 1999

Sofia Stewart
P.O. Box 165153
Salt Lake City, Utah
84116

re: "THE MATRIX"

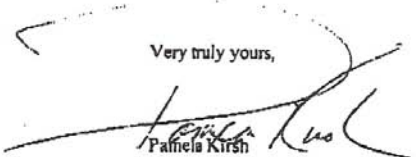
Dear Ms. Stewart,

I am responding to your April 9, 1999 letter to the Warner Bros. Legal department concerning the above-referenced matter. In order to evaluate your claim that THE MATRIX infringes your copyright in and to your book entitled "Third Eye", I will need the following information and documents:

- (1) a copy of your book "Third Eye";
- (2) copies of the copyright registration and Writers Guild registration, if any;
- (3) evidence of access (including date submission) by Warner Bros. or anyone else associated with THE MATRIX to your book;
- (4) an analysis of the similarities between THE MATRIX and "Third Eye"; and
- (5) any other information you believe would be relevant for us to consider in evaluating your claim.

As I'm sure you understand, Warner Bros. reserves all of its rights and remedies in this matter.

Very truly yours,



Pamela Kirsh

PK/csa

A Time Warner Entertainment Company

Pamela Kirsh
Vice President and General Counsel
Theatrical



WARNER BROS.

4000 Warner Boulevard
Burbank, California 91522
(818) 954-2331
Fax: (818) 954-3490

By U.S. Mail

May 7, 1999

Sofia Stewart
P.O. Box 165153
Salt Lake City, Utah 84116

re: "Third Eye"

Dear Ms. Stewart,

I received the materials you sent in connection with your claim that "THE MATRIX" infringes your work "Third Eye". We are now able to conduct an investigation and evaluation of your claim and will respond to you in more detail as soon as that process is complete. Please understand that may take a few weeks. In the meantime, if you have any additional information which you believe will substantiate your claim, please forward it to my immediate attention.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Pamela Kirsh', is written over a large, loopy flourish. Below the signature, the name 'Pamela Kirsh' is printed in a small, sans-serif font.

Pamela Kirsh

PK/csa

cc: John Schulman
Jeremy Williams

A Time Warner Entertainment Company

Jeremy N. Williams
Senior Vice President
Deputy General Counsel



WARNER BROS.

4000 Warner Boulevard
Burbank, California 91522
(818) 954-7096
Fax: (818) 954-3503
E-Mail: jeremy_williams@warnerbro

VIA EXPRESS MAIL

May 19, 1999

Ms. Sofia Stewart
Post Office Box 165153
Salt Lake City, Utah 84116

Re: "The Matrix"

Dear Ms. Stewart:

We have now had opportunity to review fully the claim made in your letter of April 9, 1999. As I told you on the phone, whether or not we agreed with your claim, it has always been our intention to consider it carefully and seriously. That has taken time, and we appreciate your patience in waiting for this reply.

Having conducted our review, we must advise you, with due respect, that we disagree with your view that "The Matrix" is an infringement of your unpublished manuscript entitled "The Third Eye". In the balance of this letter, we will attempt to explain why.

There are two basic reasons why "The Matrix" cannot and does not infringe upon your work. The first reason is that according to all the information at hand, including your own submissions, the creators of "The Matrix" never had access to your work. Accordingly, they could not have copied it. The second reason is that, even if there were access, "The Matrix" lacks sufficient similarity to your work to constitute an infringement of it. Indeed the works are very different from each other in character, plot and setting. There are a few similarities between the works at a general, thematic level, and those similarities may have caused you to feel that your work was copied. But under the law, no one can "own" the types of themes and ideas involved. Let us now elaborate a bit

A Time Warner Entertainment Company



on each of the two reasons for our conclusion that "The Matrix" does not infringe upon your manuscript.

Access. Regardless of any similarities between two works, there cannot be copyright infringement unless the second work is actually copied from the first. For there to be copying, there must have been access. Based on our investigation, the writers of "The Matrix" have never had access to and have never seen "The Third Eye". You have provided evidence that it was submitted to some movie studios. But you have provided no evidence that it was ever submitted to this studio, or to any of the people involved in the creation and production of "The Matrix". Notably, the materials you sent us show that you submitted your work to the Columbia and Fox studios, not Warner Bros., and that you did so in 1981 and 1985, when the writers of "The Matrix" were still in their teens and not in the motion picture industry. You may be speculating that because your manuscript was sent to some companies, there is a theoretical possibility that it found its way to this company or the creators of "The Matrix". But in copyright cases, the courts have established that the mere possibility of access is not sufficient to support a claim. Real evidence of access must be presented and established. You have not presented such evidence.

Similarity. As a writer, you must be aware that no one can own themes and ideas. The law protects only particular expressions of themes and ideas. We firmly believe that the similarities between "The Matrix" and "The Third Eye" involve only a few themes and ideas, most if not all of which are found in a variety of other works. "The Matrix" and "The Third Eye" treat those similar themes and ideas in thoroughly different ways. In short, each work contains its own expression.

What are the similarities? In essence, both works contain futuristic science-fiction stories based on the following basic themes and ideas: the Earth is controlled by an oppressive regime; the central character, viewed as a "chosen one" by other characters, joins a group of rebels who are attempting to overthrow the regime; that central character must go through episodes of training and trials in order to improve his powers and achieve his goals. Clearly, those thematic elements are unprotectible ideas residing in the public domain. And they are common to numerous works, ranging widely from Biblical

chapters to such sci-fi motion pictures as "Star Wars" and "The Terminator".



In any event, even these basic similarities are expressed very differently in "The Matrix" and "The Third Eye". The differences are fundamental and thus they make the stories fundamentally different. To take just a few important examples:

- a) In "The Third Eye", the evil regime is created and ruled by an alien being, while in "The Matrix" the evil regime is maintained by computers originally created by humans.
- b) In "The Third Eye", the population is fully aware of the existence of the oppressing ruler and regime, while in "The Matrix" the oppressed population is living in a "virtual reality" that has rendered it unaware of the existence of its own oppression. Only the rebel band knows the truth.
- c) "The Third Eye" is an epic story that takes place on Earth, space and distant planets, and spans a period from the beginning of time to the distant future. "The Matrix", on the other hand, takes place only on Earth, and is essentially confined to two settings and periods. "The Matrix" takes place in a relatively short period of time.
- d) At the end of "The Third Eye" the hero defeats and destroys the evil regime and the world begins anew. At the end of "The Matrix", the computer-dominated virtual world still exists, and it is uncertain if, when and how the hero will ultimately defeat the oppressor machines.

Aside from the general themes and ideas just described, there is another area of similarity between "The Matrix" and "The Third Eye" that may have caught your attention, and caused you to think that your work was infringed. In particular, computers and computer networks are incorporated into both narratives, and the stories include a planet ruled by them. But computer networks and even a computer-ruled planet are certainly unprotectible story ideas. Once again, the expression of the ideas is very different in the two stories. In your story, the planet in question is not the oppressed Earth, but rather a planet more incidental to the overall story, and the machine-ruled regime is a beneficial one. On the other hand, "The Matrix"



uses the idea of a computer-ruled planet as its central theme. The planet is the Earth, the computer regime is the central enemy in the story, and the virtual reality world created by those machines forms the heart of the conflict.

We could state and analyze numerous other differences, large and small, between "The Matrix" and "The Third Eye". The foregoing discussion is merely designed to illustrate what we see as the limited and unprotectible nature of the similarities between the stories, and the very different manner in which the two works express the similar elements. We hope you will consider our points carefully and perhaps review your reaction to the film in light of them.

To summarize, we repeat that in order to establish copyright infringement, you must show (i) access to your work, and (ii) substantial similarity of protected expression between your work and the allegedly infringing work. As to access, there must be more than the mere possibility of access, and, as to similarity, there must be something more than similarity in the unprotected realm of themes and ideas. Just as you are sincere in bringing your claim, we are equally sincere in our conviction that neither element of infringement has been demonstrated here. Accordingly, we must deny any and all liability to you. If there are any additional facts which you wish to bring to our attention, please submit them in writing and we will consider them.

In our phone conversation, you said that you intend to engage legal counsel. If so, it is the appropriate procedure for you to communicate with us through that representative from this point on. Please have your attorney call me or Pam Kirsh.

Sincerely,


Jeremy N. Williams

JNW:lh

cc: Pamela Kirsh



TWENTIETH CENTURY FOX
A UNIT OF TWENTIETH CENTURY FOX FILM CORPORATION

P.O. Box 900
Beverly Hills, California 90213-0900
Phone 310 369 3548 • Fax 310 369 4428

Mark E. Meyerson
Vice President
Legal Affairs

VIA MAIL

March 13, 2001

Sofia Stewart
P.O. Box 165153
Salt Lake City, Utah 84116

Re: "TERMINATOR"

Dear Ms. Stewart:

I am writing in reply to your letter of March 8, 2001 to Greg Gelfan.

Please be advised that Twentieth Century Fox Film Corporation did not produce the motion picture "TERMINATOR" or the motion picture "TERMINATOR 2", and does not own either of those pictures. If you have information or documentation to the contrary, please send me a letter setting forth the basis of your position, enclosing copies of any relevant documents you may have which support your position.

Sincerely,

Mark E. Meyerson

MM/

cc: Greg Gelfan

LGL165197 v1 MM 03-13-01
Sofia Stewart

A NEWS CORPORATION COMPANY

From: Brownfhf@aol.com
Date: Mon, 20 Dec 2004 01:27:15 EST
Subject: FOX HAD ACCESS NO.1
To: sophiastewart003@yahoo.com, jwinjpl@aol.com

Titles distributed by Twentieth Century Fox Home Entertainment Germany [de]

Here are the 11 matching titles:

"24" (2001) TV Series
Abyss, The (1989) 7.4/10 (20533 votes)
Army of Darkness (1993) 7.3/10 (20278 votes)
...aka Army of Darkness, the Ultimate Experience in Medieval Horror (1993) (closing credits title)
...aka Army of Darkness: Evil Dead 3 (1993)
...aka Army of Darkness: The Medieval Dead (1993) (UK)
...aka Bruce Campbell Vs. Army of Darkness (1993) (UK: video title)
...aka Captain Supermarket (1993)
...aka Evil Dead 3 (1993)
...aka Medieval Dead, The (1993)
Chariots of Fire (1981) 7.2/10 (8096 votes)
Day After Tomorrow, The (2004) 8.2/10 (18628 votes)
Fish Called Wanda, A (1988) 7.7/10 (23551 votes)
Kiss of the Spider Woman (1985) 7.2/10 (2155 votes)
...aka Beijo da Mulher Aranha, O (1985) (Brazil)
Platoon (1986) 8.1/10 (31880 votes)
RoboCop (1987) 7.1/10 (14727 votes)
Stuck On You (2003/I) 6.2/10 (5006 votes)
Terminator, The (1984) 7.9/10 (55752 votes)

From: "Gary Brown" <garysbrown@comcast.net>
To: "David Boren" <dboren@wymanisaacs.com>
CC: "Jonathan Lubbel" <jwlnjpl@aol.com>, Ricoman1968@aol.com
Subject: Discovery
Date: Wed, 15 Sep 2004 13:21:57 -0700

David --

Here is a rough outline of the discovery we plan, based upon what we know at this time. I appreciate you including it in the 26(f) report.

The 26(a) disclosures will occur on October 11, 2004.

1. Depositions:

- a. Andy Wachovski
- b. Larry Wachovski
- c. Thea Bloom
- d. 20th Century Fox --
Valarie Redd
David Madden
Lora Lee
Bill Mechanic
John Daley
- e. Warner Bros --
Judy Nulack
Jeremy Williams
John Schuleman
Pamela Kirsch
- f. Helmdale Films --
Gale Ann Hurd
James Cameron
Joel Silver
- g. Calolco --
Kassar
Vajna
Tedi Sarafian
- h. FBI --
John Barrios
Jeffrey Ross
Robin Alamo

2. Documents:

- a. All documents that show access to the 3rd Eye.
- b. All documents that show the creation of all of the Terminator and Matrix stories (all versions), including the story boards.
- c. All documents that show the development of the Terminator and Matrix, including




Regarding your question about the source of The Matrix, the answer is simple. There is no "source work" in the sense of some underlying work published in another medium. The film is based on an original screenplay, and the screenplay contains an original story created by its authors.

One other point is worth emphasizing here. In your letter, you state that a "simple denial" of liability "without supporting documentation" will not satisfy you or your client. That statement implies that we have the burden of proving that we did not copy your client's work. That is a legal theory that neither we nor any court will accept. On the contrary, your client must prove copying, and, as noted, we have seen no evidence that even suggests it.

As I hope Ms. Stewart will confirm, we have treated her claim seriously and respectfully. But based on everything we have seen to date, there is no merit in this claim. That leaves us no choice but to defend against it, and if necessary we are prepared to do so. We hope, however, that upon objective review of the evidence, you and Ms. Stewart may come to the conclusion that there is no basis here for legal action.

Sincerely,


Jeremy N. Williams

Enclosure

cc: Pamela Kirsh, John Schulman

CERTIFICATE OF COPYRIGHT REGISTRATION



This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 410(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

Olivia Rose

REGISTER OF COPYRIGHTS
United States of America

FORM TX

UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

TXu 117-610

TX
EFFECTIVE DATE OF REGISTRATION

Feb 2 1983
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK

THIRD EYE

PREVIOUS OR ALTERNATIVE TITLES

NONE

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

NONE

If published in a periodical or serial give: Volume

Number

Issue Date

On Pages

NONE

2

NAME OF AUTHOR

a

Sofia Stewart

DATES OF BIRTH AND DEATH
Year Born Year Died

Was this contribution to the work a "work made for hire?"

☐ Yes

☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

Citizen of

Domiciled in

United States

United States

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☒ No

Pseudonymous?

☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed.

Original Treatment For Motion Picture (Entire Text)

NAME OF AUTHOR

b

(Story)

DATES OF BIRTH AND DEATH
Year Born Year Died

Was this contribution to the work a "work made for hire?"

☐ Yes

☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

Citizen of

Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☐ No

Pseudonymous?

☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed.

NAME OF AUTHOR

c

DATES OF BIRTH AND DEATH
Year Born Year Died

Was this contribution to the work a "work made for hire?"

☐ Yes

☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

Citizen of

Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☐ No

Pseudonymous?

☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed.

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

MAY 1, 1983

This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information: ONLY if this work has been published.

Month Day Year

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Sofia Stewart
3553 20th Independence St. Apt 145
Brown, NY 10462

See Instructions before completing No space.

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED

02 FEB 1983

ONE DEPOSIT RECEIVED

02 FEB 1983

TWO DEPOSITS RECEIVED

REMITTANCE NUMBER AND DATE

118848 FEB 283

TXu

117-610

EXAMINED BY
DISCLOSED BY

FORM TX

☐ CORRESPONDENCE
☒ Yes
☐ DEPOSIT ACCOUNT
☐ FUNDS USED
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COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ☐☒ This is the first published edition of a work previously registered in unpublished form.☒ This is the first application submitted by this author as copyright claimant.☐ This is a changed version of the work, as shown by space 6 on this application.If your answer is "Yes," give: Previous Registration Number Year of Registration **DERIVATIVE WORK OR COMPILATION** Complete both space 6a & 6b for a derivative work; complete only 6b for a compilation.a. **Preexisting Material.** Identify any preexisting work or works that this work is based on or incorporates. b. **Material Added to This Work.** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. See instructions
before completing
this space.**MANUFACTURERS AND LOCATIONS** If this is a published work consisting preponderantly of nondramatic literary material in English, the law may require that the copies be manufactured in the United States or Canada for full protection. If so, the names of the manufacturers who performed certain processes, and the places where these processes were performed must be given. See instructions for details.Names of Manufacturers Places of Manufacture **REPRODUCTION FOR USE OF BLIND OR PHYSICALLY HANDICAPPED INDIVIDUALS**

A signature on this form at space 10, and a check in one of the boxes here in space 8, constitutes a non-exclusive grant of permission to the Library of Congress to reproduce and distribute solely for the blind and physically handicapped and under the conditions and limitations prescribed by the regulations of the Copyright Office: (1) copies of the work identified in space 1 of this application in Braille (or similar tactile symbols); or (2) phonorecords embodying a fixation of a reading of that work; or (3) both.

a ☒ Copies and Phonorecordsb ☐ Copies Onlyc ☐ Phonorecords Only

See instructions.

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.Name Account Number **CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/ Apt/City/State/Zip

SOFIA STEWART
 3353 FORT INDEPENDENCE ST. APT. 14S
 BRONX, N.Y. 10463
 Area Code & Telephone Number (212) 543-4505

Be sure to
give your
daytime phone
number.**CERTIFICATION** I, the undersigned, hereby certify that I am theCheck one ☐☐ author☐ other copyright claimant☒ owner of exclusive right(s)☐ authorized agent of

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Name of author or other copyright claimant, or owner of exclusive right(s) Typed or printed name and date If this is a published work, this date must be the same as or later than the date of publication given in space 3.

THIRD EYE

date MAY 1, 1987

Handwritten signature (X)

Ms. Sofia Stewart

**MAIL
CERTIFI-
CATE TO**Certificate
will be
mailed in
window
envelope

Name Ms. Sofia Stewart
 Number/Street/Apartment Number Apt. 14S
 3353 FORT INDEPENDENCE ST.
 City/State/Zip BRONX, N.Y. 10463

Have you:

- Completed all necessary spaces?
- Signed your application in space 10?
- Enclosed check or money order for \$10 payable to Registrar of Copyrights?
- Enclosed your deposit material with the application and fee?

MAIL TO: Registrar of Copyrights,
Library of Congress, Washington,
D.C. 20559.

* 17 U.S.C. § 506(e). Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in

CERTIFICATE OF COPYRIGHT REGISTRATION



This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 410(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

Dina Ross

REGISTER OF COPYRIGHTS
United States of America

FORM TX

UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

TXu

154-281

TX

TXU

EFFECTIVE DATE OF REGISTRATION

2

6

84

Month

Day

Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK

1

THIRD EYE (Add-on Manuscript)

PREVIOUS OR ALTERNATIVE TITLES

THIRD EYE (Treatment) 6 pgs.

PUBLICATION AS A CONTRIBUTION

If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume

Number

Issue Date

On Pages

2

NAME OF AUTHOR

a

Sofia M. Stewart

DATES OF BIRTH AND DEATH

Year Born

Year Died

Livia Karala Pseudonym

Was this contribution to the work a "work made for hire"?

☐ Yes

☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

United States

OR Citizen of

Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☒ No

Pseudonymous?

☒ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed.

ENTIRE TEXT

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "yes" in the space provided, give the employer for whom the work was prepared as "Author" of that part, and leave the space for dates of birth and death blank.

NAME OF AUTHOR

b

DATES OF BIRTH AND DEATH

Year Born

Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes

☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

Citizen of

Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☒ No

Pseudonymous?

☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed.

NAME OF AUTHOR

c

DATES OF BIRTH AND DEATH

Year Born

Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes

☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

Citizen of

Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☒ No

Pseudonymous?

☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed.

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

1983

This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if this work has been published.

Month

Day

Year

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

*Sofia Stewart
3353 34th Independence St
Minersdale, N.Y. 10463*

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED
35 FEB 1984
ONE DEPOSIT RECEIVED
11/28/83
TWO DEPOSITS RECEIVED

REMITTANCE NUMBER AND DATE
117024 FFR 6R4

DO NOT WRITE HERE OFFICE USE ONLY

TXU 154-281

EXAMINED BY <i>HR</i>	FORM TX
CHECKED BY	
<input type="checkbox"/> CORRESPONDENCE	FOR COPYRIGHT OFFICE USE ONLY
<input type="checkbox"/> DEPOSIT ACCOUNT FUNDS USED	

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☒ Yes ☐ No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ☐☐ This is the first published edition of a work previously registered in unpublished form.☐ This is the first application submitted by this author as copyright claimant.☒ This is a changed version of the work, as shown by space 6 on this application.If your answer is "Yes," give: Previous Registration Number *TXU 117-610* Year of Registration *1983*

DERIVATIVE WORK OR COMPILATION Complete both space 6a & 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ☐*Third Eye (Treatment)*b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ☐*1) the new narrative plus 8 brief Chapters
2) the Preface and also illustrations, introductions*

MANUFACTURERS AND LOCATIONS If this is a published work consisting predominantly of nondramatic literary material in English, the law may require that the copies be manufactured in the United States or Canada for full protection. If so, the names of the manufacturers who performed certain processes, and the places where these processes were performed must be given. See instructions for details.

Names of Manufacturers ☐Places of Manufacture ☐

REPRODUCTION FOR USE OF BLIND OR PHYSICALLY HANDICAPPED INDIVIDUALS

A signature on this form at space 10, and a check in one of the boxes here in space 8, constitutes a non-exclusive grant of permission to the Library of Congress to reproduce and distribute solely for the blind and physically handicapped and under the conditions and limitations prescribed by the regulations of the Copyright Office: (1) copies of the work identified in space 1 of this application in braille (or similar tactile symbols); or (2) phonorecords embodying a fixation of a reading of that work on (2) both.

a ☒ Copies and Phonorecordsb ☐ Copies Onlyc ☐ Phonorecords Only

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ☐Account Number ☐CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt./City/State/Zip ☐*Ms. Sofia Stewart**3353 Fort Independence St.**Riverdale, N.Y. 10463*Area Code & Telephone Number *(212) 287-8347 or (915) 653-2731*

CERTIFICATION I, the undersigned, hereby certify that I am the

Check one ☐☒ author☐ other copyright claimant☐ owner of exclusive right(s)☐ authorized agent of

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Name of author or other copyright claimant, or owner of exclusive right(s) ☐Typed or printed name and date ☐ If this is a published work, this date must be the same as or later than the date of publication given in space 3.*Mr. Sofia M. Stewart**date Jan. 30, 1984*Handwritten signature (10) ☐

MAIL CERTIFICATE TO

Certificate will be mailed in window envelope

Name <input type="checkbox"/>	<i>Ms. Sofia M. Stewart</i>
Number/Street/Apartment Number <input type="checkbox"/>	<i>3353 Fort Independence St. Apt. 145</i>
City/State/Zip <input type="checkbox"/>	<i>Riverdale, N.Y. 10463</i>

Have you:

- Completed all necessary requests?
 - Signed your application in space 10?
 - Enclosed check or money order for \$10 payable to Register of Copyright?
 - Enclosed your deposit material with the application and fee?
- MAIL TO: Register of Copyrights, Library of Congress, Washington, D.C. 20559.

* 17 U.S.C. § 506(b): Any person who knowingly makes a false representation of a material fact in this application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

- 110 - COPYRIGHTED BY: U.S. GOVERNMENT PRINTING OFFICE: 1983-461-228-000

Sept. 1982-800-000

ITAL SERVICE NEWS

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Print your name, address, and ZIP code in the space below.
• Complete boxes 1, 2, 3, and 4 with the appropriate information.
• Attach to front of article if space permits.
• Endorse article "Foreign Receipt Requested" adjacent to number.

RETURN TO



Ms Sofia Stewart #745
(Name of Sender)
3353 1st Independent St
(Street or P.O. Box)
Grand, NY 10463
(City, State, and ZIP Code)

Erster Duffie Agent
(Name of Addressee)
2009 Cherry St
(City, State, and ZIP Code)
Shaw Angelo, Deas 7690
(City, State, and ZIP Code)
Suite 96

When the service is used for the first time, the user must complete the "First Use" card and attach it to the front of the first article. This card is the only card that should be attached to the front of the first article. The card is not to be attached to any other article.

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A fee of \$1.00 per article is charged for the first article. This fee is charged for the first article only. The fee is not charged for any subsequent articles. The fee is not charged for any article that is returned to the sender.

RESTRICTIONS ON USE

The business or person using the service must be a resident of the United States. The service is not available to persons who are not residents of the United States.

LIMITED COVERAGE

The limited coverage is not available for articles that are not insured. The limited coverage is not available for articles that are not insured. The limited coverage is not available for articles that are not insured.

PS Form 3800, July 1987 (Reverse Part 1)

INTERNATIONAL REGISTERED MAIL—Insures coverage for international registered mail. Insured items are limited to \$500 per item. The maximum insured value is \$500 per item.

DECLARATION OF VALUE—Addition and required to insure the full value of the contents of the package. The declaration is required for all international registered mail. The declaration is not required for domestic registered mail.

INSURANCE—Optional Postal Insurance may be purchased by adding the appropriate fee to the cost of the article. The insurance fee is \$1.00 per article. The insurance fee is not charged for any article that is not insured.

POSTAGE—The postage for the article must be paid in advance. The postage is not paid for any article that is not insured. The postage is not paid for any article that is not insured.

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DISCLAIMER—The service is provided by the United States Postal Service. The service is provided by the United States Postal Service. The service is provided by the United States Postal Service. The service is provided by the United States Postal Service.

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PS Form 3800, April 1986 (Reverse)

121

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIAFILED
CLERK, U.S. DISTRICT COURT

DEC - 6 2004

CENTRAL DISTRICT OF CALIFORNIA
DEPUTY

SOPHIA STEWARD,

CASE NUMBER

CV 03-02873-MMM(VBKx)

Plaintiff(s)

v.

ANDY WACHOWSKI, ET AL.,

Defendant(s)

ORDER/REFERRAL TO
ADR PILOT PROGRAMcal ✓
12/20

IT IS HEREBY ORDERED THAT this case shall be

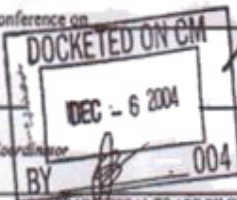
- ☐ ordered to the Attorney Settlement Officer Panel for an early settlement conference to be completed no later than _____ Within ten (10) days, plaintiff shall: obtain the consent of the Attorney Settlement Officer who will conduct the settlement conference; telephonically notify the Attorney Settlement Officer Panel Coordinator (213-894-8249) of the consent; and file form ADR-2, Stipulation Regarding Selection of Attorney Settlement Officer. If the parties have not selected and obtained the consent of an Attorney Settlement Officer within ten (10) days, one shall be randomly assigned by the Attorney Settlement Officer Panel Coordinator appointed by the court. Forms and a list of Attorney Settlement Officers are available on the court's website located at www.cacd.uscourts.gov.
- ☒ ordered to the Attorney Settlement Officer Panel for a Local Civil Rule 16-14 Settlement Conference. Within ten (10) days, plaintiff shall: obtain the consent of the Attorney Settlement Officer who will conduct the settlement conference; telephonically notify the Attorney Settlement Officer Panel Coordinator (213-894-8249) of the consent; and file form ADR-2, Stipulation Regarding Selection of Attorney Settlement Officer. If the parties have not selected and obtained the consent of an Attorney Settlement Officer within ten (10) days, one shall be randomly assigned by the Attorney Settlement Officer Panel Coordinator appointed by the court. Forms and a list of Attorney Settlement Officers are available on the court's website located at www.cacd.uscourts.gov.
- ☐ ordered to a private mediator based upon a stipulation of the parties to be completed no later than _____
- ☒ other Settlement conference shall be completed no later than May 31, 2005.

The Court hereby directs the parties to complete the following discovery before engaging in the settlement conference or mediation hearing _____

The Court further sets a status conference on _____

Dated: SEPTEMBER 27, 2004

cc: Attorney Settlement Officer Panel Coordinator



Margaret M. Howell
United States District Judge

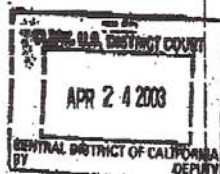
ADR-12 (10/04)

ORDER / REFERRAL TO ADR PILOT PROGRAM

SOPHIA STEWART
P.O. BOX 165153
SALT LAKE CITY, UTAH 84116

Telephone: (801) 220-0588

Plaintiff in Pro Se



3:00

Fee Paid 5/20
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CV 03-2873-TJH (VBK)

SOPHIA STEWART,

Plaintiff,

vs.

ANDY WACHOWSKI, LARRY
WACHOWSKI, GALE ANN HURD,
JAMES CAMERON, HEMDALE FILMS,
JOEL SILVERS, 20th CENTURY FOX
PRODUCTIONS, WARNER BROTHERS,

Defendants.

Case No:

COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF FOR:

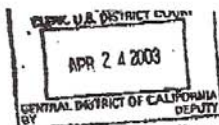
1. COPYRIGHT INFRINGEMENT
[17 U.S.C.]
2. RACKETEER INFLUENCED
AND CORRUPT
ORGANIZATION [R.I.C.O.]:
A. WIRE FRAUD
B. MAIL FRAUD
[18 U.S.C.A.]
3. SUPPLEMENTAL/PENDENT
STATE CLAIMS:
A. UNFAIR COMPETITION

JURY TRIAL DEMANDED

Plaintiff, SOPHIA STEWART [hereinafter "Plaintiff"], respectively, in
pro se, for her Complaint against Defendants Andy Wachowski [hereinafter "Andy"],
Gale Ann Hurd, [hereinafter "Gale"], Hemdale Films, [hereinafter "Hemdale"],
James Cameron, [hereinafter "James"], Joel Silver, [hereinafter "Joel"], Larry
Wachowski, [hereinafter "Larry"], 20th Century Fox Productions, [formerly
Twentieth Century Fox Productions] [hereinafter "20th Century"], and Warner Brothers
[hereinafter "Warner Brother's"], [hereinafter collectively named, "Defendants"], and

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

1 SOPHIA STEWART
2 P.O. BOX 165153
3 SALT LAKE CITY, UTAH 84116
4 Telephone: (801) 220-0588
5 Plaintiff in Pro Se



6
7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 CV 03-2873-TSH (V3Kx)

11 SOPHIA STEWART,
12 Plaintiff,

13 vs.

14 ANDY WACHOWSKI, LARRY
15 WACHOWSKI, GALE ANN HURD,
16 JAMES CAMERON, HEMDALE FILMS,
17 JOEL SILVER, 20TH CENTURY FOX
18 PRODUCTIONS, WARNER BROTHERS.

19 Defendants.

CASE NUMBER:

CERTIFICATION AS TO
INTERESTED PARTIES

[Local Rule 83-1.5]

20 The undersigned, Sophia Stewart, Plaintiff in pro se, certifies that the following
21 listed parties have a direct, pecuniary interest in the outcome of this case. These
22 representations are made to enable the Court to evaluate possible disqualification or
23 recusal.

- 24 1. ANDY WACHOWSKI, defendant, writer, composer, director, producer,
25 editor [copyright infringement-R.I.C.O and ancillary/supplemental/pendant
26 state claims]
27 2. LARRY WACHOWSKI, defendant, writer, composer, director, producer,
28 editor [copyright infringement-R.I.C.O and ancillary/supplemental/pendant
state claims]

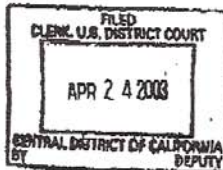
CERTIFICATION AS TO INTERESTED PARTIES

24
25
26
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28
CERTIFICATION AS TO INTERESTED PARTIES

1 SOPHIA STEWART
2 P.O. BOX 163153
3 SALT LAKE CITY, UTAH 84116

4 Telephone: (801) 220-0588

5 Plaintiff in Pro Se



6
7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10
11 SOPHIA STEWART,

12 Plaintiff,

13 vs.

14 ANDY WACHOWSKI, LARRY
15 WACHOWSKI, GALE ANN HURD,
16 JAMES CAMERON, HEMDALE FILMS,
17 JOEL SILVER, 20TH CENTURY FOX
18 PRODUCTIONS, WARNER BROTHERS,

19 Defendants.

CV 03-2873-TJH (UBKx)
CASE NUMBER:

STATEMENT OF RELATED
CASES

20 Plaintiff SOPHIA STEWART, in pro se, is informed and believes and based upon
21 such information and belief and that at the time and on the date of filing her Complaint in
22 the United States District Court, Central District of California, there are no pending
23 related cases on file.

24 
25 Sophia Stewart
26 Plaintiff in pro se
27
28

STATEMENT OF RELATED CASES



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United States District Court
Central District of California
Western Division

SOPHIA STEWART,
Plaintiff,

v.

ANDY WACHOWSKI, *et al.*,
Defendants.

CV.03-2873 TJH (VBKx)

Order.

E

APR 29 2003

The Court has observed a number of actions filed in this Court based on the Racketeer Influenced and Corrupt Organizations Act ["RICO"], 18 U.S.C. §§ 1961-1968. Such claims tend to expand the scope of a case, increase discovery, lead to numerous time-consuming and costly motions to dismiss, and prevent possible settlement. This Order is not intended to minimize valid claims or to render their prosecution more difficult. Rather, it is intended to assist the parties and the Court in separating those claims which are arguably meritorious from those which are not.

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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
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12 SOPHIA STEWART,) CASE NO. CV 03-2873 MMM (VBKx)
13 Plaintiff,)
14 vs.) TENTATIVE ORDER DENYING
15 ANDY WACHOWSKI; LARRY) DEFENDANT'S MOTION TO STRIKE
16 WACHOWSKI ,) PARAGRAPH 29 OF PLAINTIFF'S FIRST
17 Defendants.) AMENDED COMPLAINT
18

19 This action concerns plaintiff Sofia Stewart's claim that defendants willfully infringed her
20 copyrighted literary works. Stewart alleges , *inter alia*, that defendants have willfully infringed
21 two copyrighted works, both titled "The Third Eye," "and used [them] as their own property in
22 the making of the motion pictures The Matrix I, II, and III, and The Terminator I, II, and III."¹
23 Defendants have moved to strike paragraph 29 of plaintiff's First Amended Complaint under Rule
24 12(f) of the Federal Rules of Civil Procedure, asserting that it refers to purported settlement
25
26
27

28 ¹First Amended Complaint, ¶ 44.

1 negotiations that are inadmissible under Rule 408 of the Federal Rules of Evidence.²

3 I. FACTUAL BACKGROUND

4 Plaintiff Sophia Stewart is a screenwriter, composer and editor who works under the
5 pseudonym, Zenia Kavala.³ On or about May 1, 1981, Stewart created a six-page screen
6 treatment titled "The Third Eye," which was a "scientific account of futuristic life."⁴ On or about
7 November 1, 1983, she created a 45-page manuscript titled "The Third Eye."⁵ Stewart registered
8 a copyright in the six-page treatment on February 2, 1983. She registered a copyright in the 45-
9 page manuscript on February 6, 1984.⁶

10 In the summer of 1986, Stewart sent her six-page treatment and 45-page manuscript to
11 Andy and Larry Wachowski in response to an advertisement in a national magazine seeking
12 science fiction works.⁷ The Wachowskis did not respond to Stewart's submission, and did not
13 return the copyrighted works.⁸

14 Stewart alleges that, in March and April 1999, she discovered that the Wachowskis had

16 ²The parties dispute whether plaintiff complied with the meet and confer requirements set
17 forth in Local Rule 7-3. (See Plaintiff's Response To Motion To Strike Paragraph 29 Of First
18 Amended Complaint ("Pl.'s Response") at 2; Defendants' Reply Brief In Support Of Their
19 Motion To Strike Paragraph 29 Of Plaintiff's First Amended Complaint ("Defs.' Reply") at 1-2.)
20 Because it appears there was some attempt to comply with the meet and confer requirement, the
21 court declines plaintiff's request that it deny defendants' motion for failure to satisfy Local Rule
22 7-3. It further declines plaintiff's request that it entertain a motion for attorneys' fees and
23 sanctions. The court cautions counsel, however, that it expects compliance with the letter and
24 spirit of the Local Rules, and that it will enforce those rules in the future.

22 ³*Id.*, ¶ 2.

23 ⁴*Id.*, ¶ 15.

24 ⁵*Id.*, ¶ 16.

25 ⁶*Id.*, ¶ 2, Exhs. 1, 3.

26 ⁷*Id.*, ¶¶ 23-24.

27 ⁸*Id.*, ¶ 25.

1 produced a comic book series and a film titled "The Matrix."⁹ She concluded that the comic book
2 series and "The Matrix," which had been produced and distributed by Warner Brothers,¹⁰
3 infringed her copyright in both the treatment and the manuscript.¹¹ As a result, she communicated
4 with Warner Brothers, asserting that it had infringed her copyrighted works, and demanding that
5 it cease its infringing activities.¹² Stewart continued to correspond with Warner Brothers about
6 her claim through February 2001.¹³

7 Stewart also alleges that the films "Terminator I," "Terminator II," and "Terminator III,"
8 infringe her copyrighted works.¹⁴ She contends that James Cameron, Gale Ann Hurd,¹⁵ Joel Silver
9 and the Wachowskis misappropriated or acquired her works and used them to create "Terminator
10 II."¹⁶ She further contends that Warner Brothers and Sony Pictures Entertainment Corporation
11 funded the production and/or distribution of "Terminator III."

12 Paragraphs 28 and 29 of plaintiff's First Amended Complaint state:

13 "28. In *April, 1999*, after plaintiff submitted written notification to immediately
14 cease and desist from further infringing activities and a demand for compensation
15 arising from such infringing activities, Warner Brothers' general counsel, John
16

17 ⁹*Id.*, ¶¶ 25, 26.

18 ¹⁰*Id.*, ¶ 38.

19 ¹¹*Id.*, ¶ 26.

20 ¹²*Id.*, ¶¶ 28, 39-42.

21 ¹³*Id.*, ¶¶ 40-42, 47.

22 ¹⁴*Id.*, ¶¶ 44, 54.

23 ¹⁵Stewart alleges that Hemdale Film Corporation (a purported RICO enterprise) is a
24 corporation that was used by Cameron and Hurd "to effect transfers of monies and/or properties
25 received from the commercial exploitation of intellectual property rights." (*Id.*, ¶ 52.) Hemdale
26 filed a bankruptcy petition in 1992, which Stewart alleges was "motivated in bad faith for
27 purposes of discharging any and/or all claims of creditors." (*Id.*, ¶ 53.)

28 ¹⁶*Id.*, ¶ 54.

Schulman, telephoned plaintiff and told plaintiff that Warner Brothers wanted to resolve this matter in a discrete, confidential manner, including remunerating plaintiff. Schulman further told plaintiff that Warner Brothers would refer plaintiff to counsel for purposes of facilitating and furthering the resolution of this matter. Schulman told plaintiff that attorney Judy Neulak, in house counsel at Warner Brothers, would work with plaintiff in this regard.

29. Plaintiff spoke with Neulak in *April, 1999*, by telephone to discuss the matter. Neulak specifically told plaintiff not to negotiate a settlement because Neulak told plaintiff that she, Neulak, knew for a fact that Warner Brothers, by and through their employees and representatives, had copied plaintiff's protected literary works, including the fact that Neulak personally witnessed the infringing activities herself at Warner Brothers. Neulak asked plaintiff if she had any copies of her book left, and plaintiff affirmed that she did. Neulak then specifically told plaintiff to retain plaintiff's protected literary works as evidence, which plaintiff reasonably interpreted and construed . . . to mean the protected literary works would be necessary for purposes of any prospective copyright infringement litigation plaintiff would initiate against Warner Brothers, and others."¹⁷

Defendants seek to strike paragraph 29 on the grounds that Neulak's purported statements were made in the course of settlement negotiations, and are therefore inadmissible under Rule 408 of the Federal Rules of Evidence.¹⁸

¹⁷*Id.*, ¶¶ 28-29. The court quotes paragraph 28 to provide context for the communications recited in paragraph 29. Defendants do not seek to strike paragraph 28.

¹⁸Although other paragraphs in the complaint appear to detail pre-suit communications regarding plaintiff's claim against Warner Brothers (see, e.g., *id.*, ¶¶ 39, 40, 41, 42), defendants have not moved to strike these paragraphs.

II. DISCUSSION

A. Legal Standard Governing Motions To Strike

Rule 12(f) provides that a court “may order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent, or scandalous matter.” FED.R.CIV.PROC. 12(f). Motions to strike are generally regarded with disfavor because of the limited importance of pleading in federal practice, and because they are often used as a delaying tactic. See *Lazar v. Trans Union LLC*, 195 F.R.D. 665, 669 (C.D. Cal. 2000); *Bureerong v. Uvawas*, 922 F.Supp. 1450, 1478 (C.D. Cal. 1996); *Colaprico v. Sun Microsystems, Inc.*, 758 F.Supp. 1335, 1339 (N.D. Cal.1991). Given their disfavored status, courts often require “a showing of prejudice by the moving party” before granting the requested relief. *Securities and Exchange Commission v. Sands*, 902 F. Supp. 1149, 1166 (C.D. Cal. 1995) (citations omitted). The possibility that issues will be unnecessarily complicated or that superfluous pleadings will cause the trier of fact to draw “unwarranted” inferences at trial is the type of prejudice that will support the granting of a motion to strike. See *Fantasy, Inc. v. Fogerty*, 984 F.2d 1524, 1528 (9th Cir. 1993) (holding that the district court properly struck lengthy, stale and previously litigated factual allegations to streamline the action), rev’d. on other grounds, *Fogerty v. Fantasy, Inc.*, 510 U.S. 517 (1994).

Courts have used Rule 12(f) to strike allegations from complaints that detail settlement negotiations within the ambit of Rule 408. See, e.g., *Philadelphia’s Church of Our Savior v. Concord Township*, No. Civ.A. 03-1766, 2004 WL 1824356, * 2 (E.D. Pa. July 27, 2004) (“While Rule 408 does not apply to pleadings directly, repeated decisions from this Court have held that allegations in a complaint may be stricken, under Rule 12(f), as violative of these policies”); *United States ex rel. Alasker v. CentraCare Health Systems, Inc.*, Civ. A. No. 99-106, 2002 WL 1285089, * 2 (D. Minn. June 5, 2002) (“Under Rule 408, evidence of conduct or statements made in compromise negotiations is inadmissible to prove liability. . . . Although this is a rule of evidence, courts have routinely granted motions to strike allegations in pleadings that fall within the scope of Rule 408”); *Kelly v. L.L. Cool J.*, 145 F.R.D. 32, 40 (S.D.N.Y. 1992) (granting defendant’s motion to strike portions of a complaint that referenced settlement discussions under Rule 408 as immaterial and potentially prejudicial); *Agnew v. Avdin Corp.*, Civ.

1 A. No. 88-3436, 1988 WL 92872, * 4 (E.D. Pa. Sept. 6, 1988) (striking parts of a complaint
2 pursuant to Rule 408 because they referenced settlement negotiations for the purpose of showing
3 liability).

4 **B. Whether Paragraph 29 Should Be Stricken¹⁹**

5 Rule 408 of the Federal Rules of Evidence states:

6 “Evidence of (1) furnishing or offering or promising to furnish, or (2) accepting
7 or offering or promising to accept, a valuable consideration in compromising or
8 attempting to compromise a claim which was disputed as to either validity or
9 amount, is not admissible to prove liability for or invalidity of the claim or its
10 amount. Evidence of conduct or statements made in compromise negotiations is
11 likewise not admissible. This rule does not require the exclusion of any evidence
12 otherwise discoverable merely because it is presented in the course of compromise
13 negotiations. This rule also does not require exclusion when the evidence is offered
14 for another purpose, such as proving bias or prejudice of a witness, negating a
15 contention of undue delay, or proving an effort to obstruct a criminal investigation
16 or prosecution.” FED. R. EVID. 408.

17 Defendants contend that the allegations set forth in paragraph 29 are untrue,²⁰ and that,
18 even if true, the paragraph describes statements made during the course of a settlement
19 negotiation.²¹ “The purpose behind Rule 408 is the promotion of ‘nonlitigious solutions to
20 disputes.’” *Catullo v. Metzner*, 834 F.2d 1075, 1078-79 (1st Cir. 1987) (quoting *Reichenbach*
21 *v. Smith*, 528 F.2d 1072, 1074 (5th Cir. 1976)). “The rule protects parties to a settlement
22

23 ¹⁹Defendants also request that the court strike equivalent paragraphs in plaintiff’s RICO
24 case statement. As the court has stricken the case statement in its entirety, it need not consider
25 this aspect of the motion.

26 ²⁰Defendants’ Memorandum Of Points And Authorities In Support Of Defendants’ Motion
27 To Strike Paragraph 20 Of Plaintiff’s First Amended Complaint And All Equivalent Paragraphs
In The RICO Case Statement (“Defs.’ Mem.”) at 4.

28 ²¹*Id.*

1 negotiation from adverse consequences when the negotiations fail; admissions made during the
2 course of the negotiations may not be introduced as evidence of liability on the underlying claim
3 – such admissions may, however, be introduced for other purposes.” *Id*; see also *Brocklesby v.*
4 *United States*, 767 F.2d 1288, 1292 (9th Cir. 1985). The parties here dispute whether the
5 statements alleged in paragraph 29 were made during the course of settlement negotiations. They
6 also dispute whether the statements will be offered as evidence of liability.

7 Defendants contend that Neulak’s purported statements fall within Rule 408 because they
8 are “statements made in compromise negotiations.” FED. R. EVID. 408. “[C]ompromise
9 negotiations’ do not always have a recognizable beginning and end like a trial, a deposition, or
10 other litigious activities.” 23 Charles A. Wright & Kenneth W. Graham, *FEDERAL PRACTICE AND*
11 *PROCEDURE: EVIDENCE*, § 5307, at p. 228 (1980). Courts have devised two means of determining
12 whether a statement was made “in” compromise negotiations:

13 “One interpretation is that the word is purely temporal, i. e., the only question is
14 when the statement was made. This reading is likely to be coupled with an
15 interpretation of ‘compromise negotiations’ as referring to an event; that is, the
16 court first determines if any compromise negotiations took place, then decides if
17 the statement was made in the course of the negotiations. But ‘in’ can also be
18 interpreted in a functional sense; i. e., was the purpose of the statement to further
19 a compromise? The functional view is likely to be used by courts that have
20 interpreted ‘compromise negotiations’ to refer to a state of mind rather than an
21 event. Such courts will ask if the speaker was seeking to reach a compromise, then
22 exclude the statement if it was germane to that purpose.” *Id.* at 233.

23 Compare *General Leaseways v. National Truck Leasing Association*, 830 F.2d 716, 724, n. 12
24 (7th Cir. 1987) (affirming the district court’s conclusion that evidence of a telephone conversation
25 that led to a written offer of settlement was not barred by Rule 408 even though settlement was
26 mentioned during the call because “the suggestions made by Mr. Ehlers in the telephone call were
27 not made in the context of a settlement of this lawsuit, even though the subsequent ‘settlement
28 letter’ did refer back to the call”) with *Raybestos Products Co. v. Younger*, 54 F.3d 1234, 1241

1 (7th Cir. 1995) ("To determine whether Younger sent his letter as an attempt to compromise a
2 claim, or rather to intimidate the plaintiff, this court must look at the totality of the circumstances,
3 carefully reviewing the contents of the letter and the timing of its delivery. Upon review of the
4 record and the atmosphere in which this letter was sent, we conclude that Younger volunteered
5 this letter and that no settlement arrangements or discussion had been initiated by Raybestos
6 against whom Younger was then making various defamation claims").

7 If the "functional view" of "in compromise negotiations" is used, it would appear that
8 Neulak's comments were not made "in compromise negotiations." As alleged by plaintiff,
9 Neulak's remarks were not designed to foster settlement. Rather, they were directed at preventing
10 compromise of the claim. The "functional view" considers the state of mind of the speaker to
11 determine whether he or she was seeking to reach a compromise. It is difficult to envision any
12 circumstance in which a person would tell another "not to negotiate a settlement" with the
13 intention of facilitating a settlement. See *Ullmann v. Olwine, Connelly, Chase, O'Donnell &*
14 *Weyher*, 123 F.R.D. 237 (S.D. Ohio 1987) ("For Rule 408 to be applicable, the Court must first
15 determine that compromise negotiations were in fact happening. But no such thing was occurring
16 here. Mr. Taylor never responded to the letters or treated them as offers to settle. In large part
17 the letters consist of Ms. Ullmann's demands upon Taylor and threats of litigation. The purpose
18 of Rule 408 is to encourage dispute resolution, not to encourage threatening litigation by
19 protecting admissions made in such threats. . . . Considering the correspondence as a whole, the
20 Court finds that the purpose of Rule 408 would not be served by excluding those portions of the
21 correspondence relied upon in this opinion").

22 If the court were to adopt the "temporal view" of "in compromise negotiations," however,
23 it would more likely find, based on the allegations contained in the complaint, that Neulak's
24 remarks were made during one of a series of communications directed at resolving Stewart's
25 disputed claim that Warner Brothers had infringed her copyrighted works. Stewart alleges that
26 Warner Brothers' General Counsel, John Schulman, directed her to speak with Neulak "for the

1 purpose[] of facilitating and furthering the resolution of this matter,”²² and that her conversation
2 with Neulak occurred shortly thereafter.

3 As the complaint provides no further information concerning Neulak’s conversation with
4 Stewart, however, it is not possible to determine, on the face of the pleading, which view of “in
5 compromise negotiations” would best further the policy rationale of Rule 408, and which should
6 be adopted by the court. Because the issue has been raised in a motion to strike, the court must
7 view the pleadings in the light most favorable to the non-moving party. As a consequence, it
8 concludes that plaintiff may be able to prove a set of facts that would support admission of
9 Neulak’s statements at trial because they were not made “in compromise negotiations” as that
10 term is used in Rule 408.

11 Even if Neulak’s comments are found to have been made “in compromise negotiations,”
12 moreover, plaintiff contends that they are admissible not to “prove liability for or invalidity of
13 the claim,” but “for another purpose.” FED. R. EVID. 408. Specifically, she contends that
14 Neulak’s comments are admissible to prove Warner Brothers’ knowledge and state of mind. See
15 *Bankcard America, Inc. v. Universal Bankcard Systems, Inc.*, 203 F.3d 477, 484 (7th Cir. 2000)
16 (“Courts have admitted evidence of offers or agreements to compromise . . . to show the
17 defendant’s knowledge and intent”); *Thompson v. Safeway, Inc.*, No. 01 C 3260, 2002 WL
18 500547, * 2 (N.D. Ill. Apr. 2, 2002) (“Courts have routinely admitted evidence of offers or
19 agreements to compromise for purposes of rebuttal, for purposes of impeachment, or to show the
20 defendant’s knowledge and intent”).²³

21 Certainly, Warner Brothers’ knowledge that its production infringed plaintiff’s works is
22

23 ²²First Amended Complaint, ¶ 28.

24 ²³At least one court has held, however, that this exception applies only to settlement
25 agreements or the occurrence of settlement negotiations, not to communications that take place
26 during those negotiations. See *Goodyear Tire & Rubber Co. v. Chiles Power Supply, Inc.*, 332
27 F.3d 976, 981 (6th Cir. 2003) (“Julian has not presented evidence of any case where the Rule 408
28 exceptions have been used to allow settlement communications into evidence for any purpose.
Rather, the exceptions have been used only to admit the occurrence of settlement talks or the
settlement agreement itself for ‘another purpose’”).

1 relevant to proof of willful copyright infringement. See *Danjaq v. Sony Corp.*, 263 F.3d 942,
2 957 (9th Cir. 2001) (“the term ‘willful’ refers to conduct that occurs ‘with knowledge that the
3 defendant’s conduct constitutes copyright infringement’”). Nonetheless, plaintiff’s argument that
4 the statements are relevant to prove knowledge is too vague to permit the court to determine their
5 admissibility at this time. See *United States v. Cooper*, 283 F. Supp. 2d 1215, 1228 (D. Kan.
6 2003) (“The government does argue generally that the admissions are relevant in proving
7 knowledge and intent, but it does not articulate with enough specificity for this court to conclude
8 that the evidence is being properly offered for another purpose”).

9 Whether to grant a motion to strike is within the sound discretion of the district court.
10 *Fantasy*, *supra*, 984 F.2d at 1528. In exercising its discretion, the court views the pleadings in
11 the light most favorable to the non-moving party (see *In re 2TheMart.com Securities Litigation*,
12 114 F. Supp. 2d 955, 965 (C.D. Cal. 2000)), and resolves any doubt as to the relevance of the
13 challenged allegations in favor of plaintiff. *Wailua Assocs. v. Aetna Casualty and Surety Co.*, 183
14 F.R.D. 550, 553-54 (D. Haw. 1998) (“Matter will not be stricken from a pleading unless it is
15 clear that it can have no possible bearing upon the subject matter of the litigation; if there is any
16 doubt as to whether under any contingency the matter may raise an issue, the motion may be
17 denied . . .”); see also *Dah Chong Hong, Ltd. v. Silk Greenhouse, Inc.*, 719 F. Supp. 1072, 1073
18 (M.D. Fla. 1989) (“Motions to strike on the grounds of insufficiency, immateriality, irrelevancy,
19 and redundancy are not favored, often being considered ‘time wasters,’ and will usually be denied
20 unless the allegations have no possible relation to the controversy and may cause prejudice to one
21 of the parties”).

22 Given the uncertainties that exist regarding the admissibility of Neulak’s statements, the
23 disfavored status of motions to strike, and the absence of any allegations by defendants that they
24 are prejudiced by the presence of these statements in the complaint, the court declines to strike
25 paragraph 29 at this time. Rather, defendants may move to exclude evidence of the conversation,
26 if appropriate, at a later stage of the litigation. See *Yankelevitz v. Cornell University*, No. 95
27 CIV. 4593 PKL, 1997 WL 115651 (S.D.N.Y. Mar. 14, 1997) (declining to find that an
28 amendment that purportedly concerned settlement negotiations was futile because “it [was] not

1 clear that the amendments could properly be stricken as relating to settlement negotiations,
2 especially given the general disfavor with which motions to strike are generally viewed"); *Eskofot*
3 *A/S v. E.I. Du Pont De Nemours & Co.*, 872 F. Supp. 81, 94 (S.D.N.Y. 1995) (declining to
4 strike allegations, despite strong reservations regarding plaintiff's contention that the allegations
5 did not relate to settlement negotiations, because it was unclear whether or not the discussions
6 referenced constituted negotiations).

7 8 IV. CONCLUSION

9 For the foregoing reasons, defendant's motion to strike paragraph 29 of plaintiff's first
10 amended complaint is denied without prejudice to their right to seek exclusion of any evidence
11 probative of the allegations as appropriate in any subsequent proceeding.

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13 DATED: September 27, 2004

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MARGARET M. MORROW
UNITED STATES DISTRICT JUDGE
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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
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11
12 SOPHIA STEWART,) CASE NO. CV 03-2873 MMM (VBKx)
13 Plaintiff,)
14 vs.) TENTATIVE ORDER RE DEFENDANTS'
15 ANDY WACHOWSKI, et al.,) MOTION TO DISMISS PLAINTIFF'S
16 Defendants.) FIRST AMENDED COMPLAINT BASED
17) ON THE STATUTE OF LIMITATIONS
18) AND LACHES
19)

20 This action concerns plaintiff Sofia Stewart's claim that defendants willfully infringed her
21 copyrighted literary works. Stewart alleges, *inter alia*, that defendants have willfully infringed
22 two copyrighted works, both titled "The Third Eye," "and used [them] as their own property in
23 the making of the motion pictures The Matrix I, II, and III, and The Terminator I, II, and III."¹
24 Defendants James Cameron, Gale Ann Hurd, and Twentieth Century Fox Film Corporation
25 ("Twentieth Century") move to dismiss plaintiff's declaratory relief, copyright infringement and
26 contributory copyright infringement claims on the basis that they are barred by the statute of
27 limitations and the doctrine of laches.

28 ¹First Amended Complaint, ¶ 44.

I. FACTUAL BACKGROUND

Plaintiff Sophia Stewart is a screenwriter, composer and editor who works under the pseudonym, Zenia Kavala.² On or about May 1, 1981, Stewart created a six-page screen treatment titled "The Third Eye," which was a "scientific account of futuristic life."³ On or about November 1, 1983, she created a 45-page manuscript titled "The Third Eye."⁴ Stewart registered a copyright in the six-page treatment on February 2, 1983. She registered a copyright in the 45-page manuscript on February 6, 1984.⁵

Stewart alleges that, in May 1981, she delivered the six-page treatment to Susan Merzback, Vice-President of Creative Affairs for Twentieth Century Fox Film Corporation.⁶ In November 1983, she allegedly mailed a copy of the manuscript to the office of Twentieth Century's David Madden.⁷ For the next year and a half, Stewart and her agent, Ester Duffie, purportedly communicated with employees of Twentieth Century, and made several attempts to submit the manuscript for the studio's consideration. Stewart asserts that Twentieth Century advised her by mail that it could not accept the manuscript unless it was submitted by an agent registered with the Writer's Guild of America.⁸

In the summer of 1986, Stewart sent her six-page treatment and 45-page manuscript to Andy and Larry Wachowski in response to an advertisement in a national magazine seeking science fiction works.⁹ The Wachowskis did not respond to Stewart's submission, and did not

²*Id.*, ¶ 2.

³*Id.*, ¶ 15.

⁴*Id.*, ¶ 16.

⁵*Id.*, ¶ 2, Exs. 1, 3.

⁶*Id.*, ¶ 18.

⁷*Id.*, ¶ 20.

⁸*Id.*, ¶¶ 20-22.

⁹*Id.*, ¶¶ 23-24.

1 return the copyrighted works.¹⁰

2 Stewart alleges that, in March and April 1999, she discovered that the Wachowskis had
3 produced a comic book series and a film titled “The Matrix.”¹¹ She concluded that the comic
4 book series and “The Matrix,” which had been produced and distributed by Warner Brothers,¹²
5 infringed her copyright in both the treatment and the manuscript.¹³ As a result, she communicated
6 with Warner Brothers, asserting that it had infringed her copyrighted works, and demanding that
7 it cease its infringing activities.¹⁴ Stewart continued to correspond with Warner Brothers about
8 her claim through February 2001.¹⁵

9 Stewart also alleges that the films “Terminator I,” “Terminator II,” and “Terminator III,”
10 infringe her copyrighted works.¹⁶ She contends that James Cameron, Gale Ann Hurd,¹⁷ Joel Silver
11 and the Wachowskis misappropriated or acquired her works and used them to create “Terminator
12 II.”¹⁸ She further contends that Warner Brothers and Sony Pictures Entertainment Corporation
13 funded the production and/or distribution of “Terminator III.”¹⁹

14
15 ¹⁰*Id.*, ¶ 25.

16 ¹¹*Id.*, ¶¶ 25, 26.

17 ¹²*Id.*, ¶ 38.

18 ¹³*Id.*, ¶ 26.

19 ¹⁴*Id.*, ¶¶ 28, 39-42.

20 ¹⁵*Id.*, ¶¶ 40-42, 47.

21 ¹⁶*Id.*, ¶¶ 44, 54.

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23 ¹⁷Stewart alleges that Hemdale Film Corporation (a purported RICO enterprise) is a
24 corporation that was used by Cameron and Hurd “to effect transfers of monies and/or properties
25 received from the commercial exploitation of intellectual property rights.” (*Id.*, ¶ 52.) Hemdale
26 filed a bankruptcy petition in 1992, which Stewart alleges was “motivated in bad faith for
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1 On June 10, 1999, Stewart filed a written complaint with the Federal Bureau of
2 Investigation, charging that the Wachowskis, Twentieth Century, Silver, Warner Brothers,
3 Cameron and Hurd had infringed her copyrights.²⁰ On June 28, 1999, Stewart notified the
4 Wachowskis of her copyright infringement claim and threatened legal action.²¹

5 On April 24, 2003, Stewart, filed a *pro se* complaint for damages. On July 14, 2004,
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7 statement.

8 9 II. DISCUSSION

10 A. Applicable Legal Standards

11 1. Legal Standard Governing Motions To Dismiss Under Rule 12(b)(6)

12 A Rule 12(b)(6) motion tests the legal sufficiency of the claims asserted in the complaint.
13 Rule 12(b)(6) must be read in conjunction with Rule 8(a) which requires “a short and plain
14 statement of the claim showing that the pleader is entitled to relief.” 5A Charles A. Wright &
15 Arthur R. Miller, *FEDERAL PRACTICE AND PROCEDURE*, § 1356 (1990).

16 A court may not dismiss a complaint for failure to state a claim “unless it appears beyond
17 doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him
18 to relief.” *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957); *Johnson v. Knowles*, 113 F.3d 1114,
19 1117 (9th Cir. 1997); *Moore v. City of Costa Mesa*, 886 F.2d 260, 262 (9th Cir. 1989) (quoting
20 *Conley*), cert. denied, 496 U.S. 906 (1990). See *Haddock v. Board of Dental Examiners*, 777
21 F.2d 462, 464 (9th Cir. 1985) (complaint should not be dismissed if it states a claim under any
22 legal theory, even if the plaintiff erroneously relies on a different legal theory). In other words,
23 a Rule 12(b)(6) dismissal is proper only where there is either a “lack of a cognizable legal theory”
24 or “the absence of sufficient facts alleged under a cognizable legal theory.” *Balistreri v. Pacifica*
25 *Police Dept.*, 901 F.2d 696, 699 (9th Cir. 1988).

26
27 ²⁰*Id.*, ¶ 43.

28 ²¹*Id.*, ¶ 36.

1 In deciding a motion to dismiss for failure to state a claim pursuant to Rule 12(b)(6), the
2 court's review is limited to the contents of the complaint. *Campanelli v. Bockrath*, 100 F.3d
3 1476, 1479 (9th Cir. 1996); *Allarcom Pay Television, Ltd. v. General Instrument Corp.*, 69 F.3d
4 381, 385 (9th Cir. 1995). The court must accept all factual allegations pleaded in the complaint
5 as true, and must construe them and draw all reasonable inferences from them in favor of the
6 nonmoving party. *Cahill v. Liberty Mutual Ins. Co.*, 80 F.3d 336, 337-38 (9th Cir. 1996); *Mier*
7 *v. Owens*, 57 F.3d 747, 750 (9th Cir. 1995), citing *Usher v. City of Los Angeles*, 828 F.2d 556,
8 561 (9th Cir. 1987); *NL Indus. Inc. v. Kaplan*, 792 F.2d 896, 898 (9th Cir.1986). It need not,
9 however, accept as true unreasonable inferences or conclusory legal allegations cast in the form
10 of factual allegations. *Western Mining Council v. Watt*, 643 F.2d 618, 624 (9th Cir. 1981), cert.
11 denied, 454 U.S. 1031 (1981).

12 2. Statute Of Limitations On Copyright Infringement Claims

13 The statute of limitations for claims brought under the Copyright Act is found in 17 U.S.C.
14 § 507(b), which provides that "[n]o civil action shall be maintained under the provisions of this
15 title unless it is commenced within three years after the claim accrued." 17 U.S.C. § 507(b).²²
16 "A cause of action for copyright infringement accrues when one has knowledge of a violation or
17 is chargeable with such knowledge." *Roley v. New World Pictures, Ltd.*, 19 F.3d 479, 481 (9th
18 Cir. 1994). In *Roley*, the Ninth Circuit held that "in a case of continuing copyright
19 infringements, an action may be brought for all acts that accrued within the three years preceding
20 the filing of suit." The statute bars "bars recovery on any claim for damages that accrued more
21 than three years before commencement of suit." *Id.*; see also *Hoey v. Dixel Systems Corp.*, 716
22 F.Supp. 222, 223 (E.D. Va. 1989) (stating that § 507(b) "does not provide for a waiver of
23 infringing acts within the limitation period if earlier infringements were discovered and not sued

24
25 ²²The three year statute of limitations governing copyright infringement actions also
26 governs claims for declaratory relief regarding copyright ownership or infringement. See, e.g.,
27 *Meat Loaf Enterprises Inc. v. Sony Music Entertainment, Inc.*, No. 96 Civ. 0991(MGC), 1997
28 WL 598410, * 5 (S.D.N.Y. Sept. 25, 1997) (noting that courts have "not limited the application
of the three-year statute of limitations to infringement claims [but have] applied it to claims
seeking declarations of copyright ownership").

1 upon, nor does it provide for any reach back if an act of infringement occurs within the statutory
2 period”).

3 Recently, in *Polar Bear Productions, Inc. v. Timex Corp.*, __ F.3d __, 2004 WL 1949285
4 (9th Cir. Sept. 3, 2004), the Ninth Circuit harmonized *Roley*’s holding with the rule that a
5 copyright infringement claim accrues when the copyright holder has knowledge of a violation or
6 is chargeable with such knowledge. It stated that “under *Roley*, the statute of limitations does not
7 prohibit recovery of damages incurred more than three years prior to the filing of suit if the
8 copyright plaintiff was unaware of the infringement, and that lack of knowledge was reasonable
9 under the circumstances.” *Id.* at * 4. Rather, it is only when a plaintiff knows or should know
10 of the infringement that the claim accrues and the statute begins to run. Thus, the date on which
11 a plaintiff discovered or should have discovered alleged infringement is a critical fact in
12 determining whether a claim is barred by the statute of limitations.

13 3. Applicability Of The Doctrine Of Laches To Copyright Infringement 14 Claims

15 In addition to asserting that Stewart’s claims are barred by the statute of limitations,
16 defendants contend they are barred by the doctrine of laches as well. “Laches is an equitable
17 defense that prevents a plaintiff, who with full knowledge of the facts, acquiesces in a transaction
18 and sleeps upon his rights” from proceeding with his suit. *Danjaq LLC v. Sony Corp.*, 263 F.3d
19 942, 951 (9th Cir. 2001) (internal quotations and citations omitted). Both statute of limitations
20 and laches defenses are available in copyright infringement actions because they address different
21 types of delay. As the Ninth Circuit explained in *Kling v. Hallmark Cards, Inc.*, 225 F.3d 1030
22 (9th Cir. 2000), the statute of limitations is triggered only by violations – i.e., by actual
23 infringements. Laches, by contrast, “may be triggered when a plaintiff knows or has reason to
24 know about an impending infringement” and fails to act. *Kling, supra*, 225 F.3d at 1038; see also
25 *Haas v. Leo Feist, Inc.*, 234 F. 105, 108 (S.D.N.Y. 1916) (Learned Hand, J.) (“It must be
26 obvious to every one familiar with equitable principles that it is inequitable for the owner of a
27 copyright, with full notice of an intended infringement, to stand inactive while the proposed
28 infringer spends large sums of money in its exploration, and to intervene only when his

1 speculation has proved a success. Delay under such circumstances allows the owner to speculate
2 without risk with the other's money; he cannot possibly lose, and he may win"). Thus, a laches
3 defense will lie against a copyright holder if she knew of a planned infringement more than three
4 years prior to filing suit, even if she complied with the statute of limitations by filing less than
5 three years after the infringement actually began. *Kling, supra*, 225 F.3d at 1039.

6 "To demonstrate laches, the 'defendant must prove both an unreasonable delay by the
7 plaintiff and prejudice to itself.'" *Id.* (quoting *Couveau v. Am. Airlines, Inc.*, 218 F.3d 1078,
8 1083 (9th Cir. 2000)). "Generally speaking, the relevant delay is the period from when the
9 plaintiff knew (or should have known) of the allegedly infringing conduct, until the initiation of
10 the lawsuit in which the defendant seeks to counterpose the laches defense." *Danjaq, supra*, 263
11 F.3d at 952 (citing *Kling, supra*, 225 F.3d at 1036). "The question of laches does not depend,
12 as does the statute of limitation, upon the fact that a certain definite time has elapsed since the
13 cause of action accrued, but whether, under all the circumstances of the particular case, plaintiff
14 is chargeable with a want of due diligence in failing to institute proceedings before he did."
15 *Townsend v. Vanderwerker*, 160 U.S. 171, 186 (1895).

16 A laches defense is not available in cases of willful infringement, where the infringing
17 conduct "occurs 'with knowledge that the defendant's conduct constitutes copyright
18 infringement.'" *Danjaq, supra*, 263 F.3d at 957.

19 **B. Whether Plaintiff's Complaint Must Be Dismissed On Statute Of Limitations**
20 **Or Laches Grounds**

21 Defendants Cameron, Hurd and Twentieth Century (collectively, the "Terminator
22 defendants") assert that any copyright infringement claims based on the creation, production and
23 distribution of the first two Terminator films are barred by the statute of limitations and laches,
24 and that any claims arising from the final Terminator film are barred by the doctrine of laches.²³

25
26
27 ²³Defendants James Cameron, Gale Ann Hurd And Fox's Motion To Dismiss Plaintiff's
28 First Amended Complaint Pursuant To Federal Rule Of Civil Procedure 12(b)(6) Based On The
Statute Of Limitations And Laches ("Def.'s Mot.") at 2-5.

1 **1. Terminator I and II**

2 Defendants assert that, as respects "Terminator I" and "Terminator II," any acts of
3 infringement by Cameron and Hurd took place ten to twenty years ago, and thus fall outside the
4 three year statute of limitations governing copyright infringement claims. They assert that
5 Cameron and Hurd have not participated in the distribution or exhibition of the films and thus
6 have committed no potentially infringing acts that fall within the three-year limitations period.
7 In support, they cite the holding in *Roley*, *supra*, 19 F.3d at 481, that where there is continuing
8 copyright infringement, an action may be brought for all acts that accrued within the three years
9 preceding the filing of suit, but not for actions about which the plaintiff knew or should have
10 known more than three years before the commencement of suit. *Id.*

11 The Terminator defendants argue that

12 "there are facts which suggest that either [Stewart] knew or she should have known
13 of this purported copyright infringement nearly 20 years ago and that she has sat
14 on her rights.

15 As early as 1984, Stewart knew, or should have known, that "Terminator 1" was
16 released to the public. As is commonly known, this was not a small independent
17 house film. This was a major film release, widely-released and widely-distributed.
18 'Terminator 1' instantly became a part of American culture. It is undisputed that
19 Stewart corresponded with movie studios as early as 1981 concerning her purported
20 treatment 'The Third Eye[.]' . . . and that she again had correspondence with some
21 movie studios in 1983. . . . Therefore, Stewart was attempting to become actively
22 involved in the movie business as early as 1981. As one attempting to get involved
23 in movies by virtue of purportedly drafting a science fiction manuscript, Stewart
24 knew, or should have known, as early as 1984, that 'Terminator 1' had been
25 released and purportedly infringed upon 'The Third Eye.'"²⁴

26
27 ²⁴Defendant's Reply Brief In Support Of Motion To Dismiss Based On the Statute of
28 Limitations And Laches ("Def.'s Reply") at 7.

1 The problem with defendants' analysis is that it does not confine itself to the facts alleged
2 in the complaint. Nowhere in the complaint does Stewart allege when the Terminator films were
3 created, produced or distributed, or when she learned of their creation, production, distribution
4 or release. The complaint also contains no allegation as to the date the films were first released,
5 or the date on which Stewart saw any of the films.

6 The pleading, in short, alleges no facts from which the court can conclude that Stewart
7 either saw or should have seen defendants' films more than three years prior to the date she filed
8 this lawsuit. It also contains no facts from which the court can conclude that Stewart should have
9 known of Cameron's writing activities or Hurd's production activities more than three years prior
10 to the commencement of the action.

11 Among the only allegations that bear on the timeliness of Stewart's claims is Paragraph 43,
12 which states:

13 "On 10 June 1999, plaintiff filed an in person written complaint with the Federal
14 Bureau of Investigation ["FBI"] with the Salt Lake City, Case No.: 295-0-15/195-
15 SU-0, White Collar Crime Branch re: Copyright Infringement (295C) about the
16 alleged federal copyright infringement committed by Wachowski, Twentieth
17 Century, Joel Silver, Warner Brothers in concert with others, including but not
18 restricted to James Cameron and Gale Ann Hurd, of plaintiff's protected literary
19 works. Attached hereto and incorporated herein as Exhibit No.: 21 is a copy of the
20 FBI complaint filed by plaintiff."²⁵

21 This allegation suggests that Stewart believed the Terminator defendants were engaged in
22 infringing activities as early as June 1999. It is unclear, however, whether those activities related
23 to the Terminator films or to the alleged infringement of Stewart's works by the Matrix films.
24 Exhibit 21 provides no information concerning the extent to which Stewart was on notice of
25 infringing activities involving the Terminator films in 1999, since the partially redacted FBI
26 document does not mention the films, and does not identify Cameron, Hurd or Twentieth Century
27

28 ²⁵First Amended Complaint, ¶ 43.

1 in any of its unredacted portions.²⁶

2 Another allegation asserts that, on May 19, 1999, Jeremy N. Williams of Warner Brothers
3 wrote to explain the studio's disagreement with Stewart's contention that "The Matrix" infringed
4 Stewart's "The Third Eye." In this letter, Williams acknowledged that "The Matrix" and "The
5 Third Eye" had "similar themes," but asserted that "those thematic elements [were] unprotectible
6 ideas residing in the public domain," which were "common to numerous works, ranging widely
7 from Biblical chapters to such sci-fi motion pictures as 'Star Wars' and 'The Terminator.'"²⁷
8 Defendants do not contend that this letter sufficed to put Stewart on notice of the purportedly
9 infringing content of the Terminator films, and the court cannot say at this point, viewing the
10 evidence in the light most favorable to Stewart, that it contained sufficient information to trigger
11 the statute of limitations on Stewart's Terminator claims.

12 Because the facts on which defendants rely in asserting the statute of limitations bar are
13 outside the complaint, and because plaintiff's allegations do not establish either when defendants
14 engaged in the allegedly infringing conduct or when plaintiff knew or should have known of the
15 purported infringement, the court cannot determine when Stewart's claim accrued. Accordingly,
16 it must deny defendants' motion to dismiss Stewart's "Terminator I and II" claims on statute of
17 limitations grounds. The court must also deny defendants' motion to dismiss the "Terminator I
18 and II" claims on the basis of laches. None of the allegations in the complaint demonstrates that
19 Stewart knew or should have known of defendants' allegedly infringing conduct for an
20 unreasonably long period of time prior to initiating this action. See *Danjaq, supra*, 263 F.3d at
21 952.

22 In *Danjaq*, the court dismissed a claim that eight James Bond films, released over a period
23 of thirty-six years, infringed plaintiff's copyright. *Danjaq, supra*, 263 F.3d at 950-51. Because
24 the plaintiff did "not argue . . . that he was unaware of the[] movies" (*id.* at 953, n. 10), the
25 court looked to the release dates of the movies to determine the period of delay (*id.* at 952).

26 ²⁶*Id.*, Ex. 21.

27 ²⁷*Id.*, Ex. 20.

1 Given the plaintiff's concession, the holding in *Danjaq* cannot be read to impute knowledge of
2 infringement broadly to any plaintiff whose work was allegedly infringed by a widely distributed
3 film. In the present case, there is no information on the face of the pleadings as to when plaintiff
4 first learned of defendants' allegedly infringing activities in creating, producing and distributing
5 "Terminator I and II." As a result, the analysis conducted in *Danjaq* cannot presently be
6 performed in this case.

7 Additionally, plaintiff alleges willful copyright infringement. As noted earlier, the defense
8 of laches is unavailable to a willful infringer. See *Danjaq*, *supra*, 263 F.3d at 957. Because the
9 court cannot resolve on the face of the pleadings whether such allegations are true, or whether
10 defendants created, produced and distributed the Terminator films "with knowledge that the[ir]
11 . . . conduct constitute[d] copyright infringement" (*id.*), it cannot grant defendants' motion to
12 dismiss Stewart's "Terminator I and II" claims on the basis of laches for this further reason as
13 well.

14 2. Terminator III

15 Defendants also seek to dismiss Stewart's claims based on "Terminator III" on the grounds
16 of laches. Citing *Danjaq*, they argue that because "Terminator III" was based on the same
17 allegedly infringing material as "Terminator I and II," Stewart's claims respecting it are barred
18 even though they were brought within the three year limitations period prescribed by § 507(b).
19 In *Danjaq*, the court held that plaintiff's claim that a recently released DVD of the Bond films
20 infringed his copyright was barred by laches, even though filed within three years of the release
21 of the DVD. It stated:

22 "... [W]e conclude that claims of infringement stemming from re-releases of Bond
23 movies on DVD have been 'delayed' for purposes of laches. On the one hand, we
24 recognize the seemingly paradoxical nature of this conclusion. After all, how can
25 it fairly be said that a lawsuit filed in 1998, relating to a DVD released in 1997 (to
26 take the example of Dr. No) was 'delayed'? The answer is simple: Where, as
27 here, the allegedly infringing aspect of the DVD is identical to the alleged
28 infringements contained in the underlying movie, then the two should be treated

1 identically for purposes of laches. It would be incongruous indeed to hold the
2 opposite – to say, that is, that McClory’s claim for infringement on a re-release
3 survives, despite the dismissal for laches of the same claim regarding the original
4 work. This exception would effectively swallow the rule of laches, and render it
5 a spineless defense.” *Id.* at 953.²⁸

6 Here, as noted, the court cannot determine if Stewart’s claims concerning “Terminator I and II”
7 are barred by laches. It also cannot determine if Stewart’s willful infringement can be proven.
8 It thus cannot utilize the rationale of *Danjaq* to hold that Stewart’s “Terminator III” claims are
9 similarly barred.

11 III. CONCLUSION

12 For the foregoing reasons, defendants’ motion to dismiss plaintiff’s first amended
13 complaint on statute of limitations and laches grounds is denied.

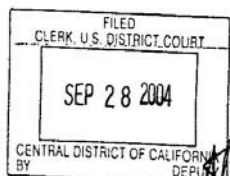
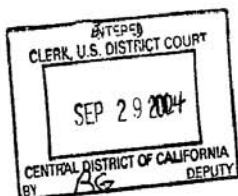
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15 DATED: September 27, 2004

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MARGARET M. MORROW
UNITED STATES DISTRICT JUDGE

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26 ²⁸The court rejected plaintiff’s “argument that laches may never bar a claim for
27 infringement brought within the statute of limitations,” noting that it had already held in *Kling*,
28 *supra*, 225 F.3d at 1039, and other cases that “laches may sometimes bar a statutorily timely
claim.” *Danjaq, supra*, 263 F.3d at 954. The court acknowledged that “such an application of
laches [might] be unusual,” but concluded that it was appropriate in the case before it. *Id.*



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SOPHIA STEWART,

Plaintiff,

vs.

ANDY WACHOWSKI, et al.,

Defendants.

CASE NO. CV 03-2873 MMM (VBKx)

ORDER DENYING DEFENDANTS'
MOTION TO DISMISS PLAINTIFF'S
FIRST AMENDED COMPLAINT BASED
ON THE STATUTE OF LIMITATIONS
AND LACHES

This action concerns plaintiff Sofia Stewart's claim that defendants willfully infringed her copyrighted literary works. Stewart alleges, *inter alia*, that defendants have willfully infringed two copyrighted works, both titled "The Third Eye," "and used [them] as their own property in the making of the motion pictures The Matrix I, II, and III, and The Terminator I, II, and III."¹ Defendants James Cameron, Gale Ann Hurd, and Twentieth Century Fox Film Corporation ("Twentieth Century") move to dismiss plaintiff's declaratory relief, copyright infringement and contributory copyright infringement claims on the basis that they are barred by the statute of limitations and the doctrine of laches.

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I. FACTUAL BACKGROUND

Plaintiff Sophia Stewart is a screenwriter, composer and editor who works under the pseudonym, Zenia Kavala.² On or about May 1, 1981, Stewart created a six-page treatment titled "The Third Eye," which was a "scientific account of futuristic life."³ On or about November 1, 1983, she created a 45-page manuscript titled "The Third Eye."⁴ Stewart registered a copyright in the six-page treatment on February 2, 1983. She registered a copyright in the 45-page manuscript on February 6, 1984.⁵

Stewart alleges that, in May 1981, she delivered the six-page treatment to Susan Merzback, Vice-President of Creative Affairs for Twentieth Century Fox Film Corporation.⁶ In November 1983, she allegedly mailed a copy of the manuscript to the office of Twentieth Century's David Madden.⁷ For the next year and a half, Stewart and her agent, Ester Duffie, purportedly communicated with employees of Twentieth Century, and made several attempts to submit the manuscript for the studio's consideration. Stewart asserts that Twentieth Century advised her by mail that it could not accept the manuscript unless it was submitted by an agent registered with the Writer's Guild of America.⁸

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1 return the copyrighted works.¹⁰

2 Stewart alleges that, in March and April 1999, she discovered that the Wachowskis had
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21 F.2d 462, 464 (9th Cir. 1985) (complaint should not be dismissed if it states a claim under any
22 legal theory, even if the plaintiff erroneously relies on a different legal theory). In other words,
23 a Rule 12(b)(6) dismissal is proper only where there is either a "lack of a cognizable legal theory"
24 or "the absence of sufficient facts alleged under a cognizable legal theory." *Balistreri v. Pacifica*
25 *Police Dept.*, 901 F.2d 696, 699 (9th Cir. 1988).

26
27 ²⁰*Id.*, ¶ 43.

28 ²¹*Id.*, ¶ 36.

1 In deciding a motion to dismiss for failure to state a claim pursuant to Rule 12(b)(6), the
2 court's review is limited to the contents of the complaint. *Campanelli v. Bockrath*, 100 F.3d
3 1476, 1479 (9th Cir. 1996); *Allarcom Pay Television, Ltd. v. General Instrument Corp.*, 69 F.3d
4 381, 385 (9th Cir. 1995). The court must accept all factual allegations pleaded in the complaint
5 as true, and must construe them and draw all reasonable inferences from them in favor of the
6 nonmoving party. *Cahill v. Liberty Mutual Ins. Co.*, 80 F.3d 336, 337-38 (9th Cir. 1996); *Mier*
7 *v. Owens*, 57 F.3d 747, 750 (9th Cir. 1995), citing *Usher v. City of Los Angeles*, 828 F.2d 556,
8 561 (9th Cir. 1987); *NL Indus. Inc. v. Kaplan*, 792 F.2d 896, 898 (9th Cir. 1986). It need not,
9 however, accept as true unreasonable inferences or conclusory legal allegations cast in the form
10 of factual allegations. *Western Mining Council v. Watt*, 643 F.2d 618, 624 (9th Cir. 1981), cert.
11 denied, 454 U.S. 1031 (1981).

12 2. Statute Of Limitations On Copyright Infringement Claims

13 The statute of limitations for claims brought under the Copyright Act is found in 17 U.S.C.
14 § 507(b), which provides that "[n]o civil action shall be maintained under the provisions of this
15 title unless it is commenced within three years after the claim accrued." 17 U.S.C. § 507(b).²²
16 "A cause of action for copyright infringement accrues when one has knowledge of a violation or
17 is chargeable with such knowledge." *Roley v. New World Pictures, Ltd.*, 19 F.3d 479, 481 (9th
18 Cir. 1994). In *Roley*, the Ninth Circuit held that "in a case of continuing copyright
19 infringements, an action may be brought for all acts that accrued within the three years preceding
20 the filing of suit." The statute bars "bars recovery on any claim for damages that accrued more
21 than three years before commencement of suit." *Id.*; see also *Hoey v. Dixel Systems Corp.*, 716
22 F.Supp. 222, 223 (E.D. Va. 1989) (stating that § 507(b) "does not provide for a waiver of
23 infringing acts within the limitation period if earlier infringements were discovered and not sued

24
25 ²²The three year statute of limitations governing copyright infringement actions also
26 governs claims for declaratory relief regarding copyright ownership or infringement. See, e.g.,
27 *Meat Loaf Enterprises Inc. v. Sony Music Entertainment, Inc.*, No. 96 Civ. 0991(MGC), 1997
28 WL 598410, * 5 (S.D.N.Y. Sept. 25, 1997) (noting that courts have "not limited the application
of the three-year statute of limitations to infringement claims [but have] applied it to claims
seeking declarations of copyright ownership").

upon, nor does it provide for any reach back if an act of infringement occurs within the statutory period").

Recently, in *Polar Bear Productions, Inc. v. Timex Corp.*, __ F.3d __, 2004 WL 1949285 (9th Cir. Sept. 3, 2004), the Ninth Circuit harmonized *Roley's* holding with the rule that a copyright infringement claim accrues when the copyright holder has knowledge of a violation or is chargeable with such knowledge. It stated that "under *Roley*, the statute of limitations does not prohibit recovery of damages incurred more than three years prior to the filing of suit if the copyright plaintiff was unaware of the infringement, and that lack of knowledge was reasonable under the circumstances." *Id.* at * 4. Rather, it is only when a plaintiff knows or should know of the infringement that the claim accrues and the statute begins to run. Thus, the date on which a plaintiff discovered or should have discovered alleged infringement is a critical fact in determining whether a claim is barred by the statute of limitations.

3. Applicability Of The Doctrine Of Laches To Copyright Infringement Claims

In addition to asserting that Stewart's claims are barred by the statute of limitations, defendants contend they are barred by the doctrine of laches as well. "Laches is an equitable defense that prevents a plaintiff, who with full knowledge of the facts, acquiesces in a transaction and sleeps upon his rights" from proceeding with his suit. *Danjaq LLC v. Sony Corp.*, 263 F.3d 942, 951 (9th Cir. 2001) (internal quotations and citations omitted). Both statute of limitations and laches defenses are available in copyright infringement actions because they address different types of delay. As the Ninth Circuit explained in *Kling v. Hallmark Cards, Inc.*, 225 F.3d 1030 (9th Cir. 2000), the statute of limitations is triggered only by violations - i.e., by actual infringements. Laches, by contrast, "may be triggered when a plaintiff knows or has reason to know about an impending infringement" and fails to act. *Kling, supra*, 225 F.3d at 1038; see also *Haas v. Leo Feist, Inc.*, 234 F. 105, 108 (S.D.N.Y. 1916) (Learned Hand, J.) ("It must be obvious to every one familiar with equitable principles that it is inequitable for the owner of a copyright, with full notice of an intended infringement, to stand inactive while the proposed infringer spends large sums of money in its exploration, and to intervene only when his

1 speculation has proved a success. Delay under such circumstances allows the owner to speculate
2 without risk with the other's money; he cannot possibly lose, and he may win"). Thus, a laches
3 defense will lie against a copyright holder if she knew of a planned infringement more than three
4 years prior to filing suit, even if she complied with the statute of limitations by filing less than
5 three years after the infringement actually began. *Kling, supra*, 225 F.3d at 1039.

6 "To demonstrate laches, the 'defendant must prove both an unreasonable delay by the
7 plaintiff and prejudice to itself.'" *Id.* (quoting *Couveau v. Am. Airlines, Inc.*, 218 F.3d 1078,
8 1083 (9th Cir. 2000)). "Generally speaking, the relevant delay is the period from when the
9 plaintiff knew (or should have known) of the allegedly infringing conduct, until the initiation of
10 the lawsuit in which the defendant seeks to counterpose the laches defense." *Danjaq, supra*, 263
11 F.3d at 952 (citing *Kling, supra*, 225 F.3d at 1036). "The question of laches does not depend,
12 as does the statute of limitation, upon the fact that a certain definite time has elapsed since the
13 cause of action accrued, but whether, under all the circumstances of the particular case, plaintiff
14 is chargeable with a want of due diligence in failing to institute proceedings before he did."
15 *Townsend v. Vanderwerker*, 160 U.S. 171, 186 (1895).

16 A laches defense is not available in cases of willful infringement, where the infringing
17 conduct "occurs 'with knowledge that the defendant's conduct constitutes copyright
18 infringement.'" *Danjaq, supra*, 263 F.3d at 957.

19 **B. Whether Plaintiff's Complaint Must Be Dismissed On Statute Of Limitations**
20 **Or Laches Grounds**

21 Defendants Cameron, Hurd and Twentieth Century (collectively, the "Terminator
22 defendants") assert that any copyright infringement claims based on the creation, production and
23 distribution of the first two Terminator films are barred by the statute of limitations and laches,
24 and that any claims arising from the final Terminator film are barred by the doctrine of laches.²³

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26
27 ²³Defendants James Cameron, Gale Ann Hurd And Fox's Motion To Dismiss Plaintiff's
28 First Amended Complaint Pursuant To Federal Rule Of Civil Procedure 12(b)(6) Based On The
Statute Of Limitations And Laches ("Def.'s Mot.") at 2-5.

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1 The problem with defendants' analysis is that it does not confine itself to the facts alleged
2 in the complaint. Nowhere in the complaint does Stewart allege when the Terminator films were
3 created, produced or distributed, or when she learned of their creation, production, distribution
4 or release. The complaint also contains no allegation as to the date the films were first released,
5 or the date on which Stewart saw any of the films.

6 The pleading, in short, alleges no facts from which the court can conclude that Stewart
7 either saw or should have seen defendants' films more than three years prior to the date she filed
8 this lawsuit. It also contains no facts from which the court can conclude that Stewart should have
9 known of Cameron's writing activities or Hurd's production activities more than three years prior
10 to the commencement of the action.

11 Among the only allegations that bear on the timeliness of Stewart's claims is Paragraph 43,
12 which states:

13 "On 10 June 1999, plaintiff filed an in person written complaint with the Federal
14 Bureau of Investigation ["FBI"] with the Salt Lake City, Case No.: 295-0-15/195-
15 SU-0, White Collar Crime Branch re: Copyright Infringement (295C) about the
16 alleged federal copyright infringement committed by Wachowski, Twentieth
17 Century, Joel Silver, Warner Brothers in concert with others, including but not
18 restricted to James Cameron and Gale Ann Hurd, of plaintiff's protected literary
19 works. Attached hereto and incorporated herein as Exhibit No.: 21 is a copy of the
20 FBI complaint filed by plaintiff."²⁵

21 This allegation suggests that Stewart believed the Terminator defendants were engaged in
22 infringing activities as early as June 1999. It is unclear, however, whether those activities related
23 to the Terminator films or to the alleged infringement of Stewart's works by the Matrix films.
24 Exhibit 21 provides no information concerning the extent to which Stewart was on notice of
25 infringing activities involving the Terminator films in 1999, since the partially redacted FBI
26 document does not mention the films, and does not identify Cameron, Hurd or Twentieth Century

27
28 ²⁵First Amended Complaint, ¶ 43.

1 in any of its unredacted portions.²⁶

2 Another allegation asserts that, on May 19, 1999, Jeremy N. Williams of Warner Brothers
3 wrote to explain the studio's disagreement with Stewart's contention that "The Matrix" infringed
4 Stewart's "The Third Eye." In this letter, Williams acknowledged that "The Matrix" and "The
5 Third Eye" had "similar themes," but asserted that "those thematic elements [were] unprotectible
6 ideas residing in the public domain," which were "common to numerous works, ranging widely
7 from Biblical chapters to such sci-fi motion pictures as 'Star Wars' and 'The Terminator.'" ²⁷
8 Defendants do not contend that this letter sufficed to put Stewart on notice of the purportedly
9 infringing content of the Terminator films, and the court cannot say at this point, viewing the
10 evidence in the light most favorable to Stewart, that it contained sufficient information to trigger
11 the statute of limitations on Stewart's Terminator claims.

12 Because the facts on which defendants rely in asserting the statute of limitations bar are
13 outside the complaint, and because plaintiff's allegations do not establish either when defendants
14 engaged in the allegedly infringing conduct or when plaintiff knew or should have known of the
15 purported infringement, the court cannot determine when Stewart's claim accrued. Accordingly,
16 it must deny defendants' motion to dismiss Stewart's "Terminator I and II" claims on statute of
17 limitations grounds. The court must also deny defendants' motion to dismiss the "Terminator I
18 and II" claims on the basis of laches. None of the allegations in the complaint demonstrates that
19 Stewart knew or should have known of defendants' allegedly infringing conduct for an
20 unreasonably long period of time prior to initiating this action. See *Danjaq, supra*, 263 F.3d at
21 952.

22 In *Danjaq*, the court dismissed a claim that eight James Bond films, released over a period
23 of thirty-six years, infringed plaintiff's copyright. *Danjaq, supra*, 263 F.3d at 950-51. Because
24 the plaintiff did "not argue . . . that he was unaware of the[] movies" (*id.* at 953, n. 10), the
25 court looked to the release dates of the movies to determine the period of delay (*id.* at 952).

26
27 ²⁶*Id.*, Ex. 21.

28 ²⁷*Id.*, Ex. 20.

1 Given the plaintiff's concession, the holding in *Danjaq* cannot be read to impute knowledge of
2 infringement broadly to any plaintiff whose work was allegedly infringed by a widely distributed
3 film. In the present case, there is no information on the face of the pleadings as to when plaintiff
4 first learned of defendants' allegedly infringing activities in creating, producing and distributing
5 "Terminator I and II." As a result, the analysis conducted in *Danjaq* cannot presently be
6 performed in this case.

7 Additionally, plaintiff alleges willful copyright infringement. As noted earlier, the defense
8 of laches is unavailable to a willful infringer. See *Danjaq*, *supra*, 263 F.3d at 957. Because the
9 court cannot resolve on the face of the pleadings whether such allegations are true, or whether
10 defendants created, produced and distributed the Terminator films "with knowledge that the[ir]
11 . . . conduct constitute[d] copyright infringement" (*id.*), it cannot grant defendants' motion to
12 dismiss Stewart's "Terminator I and II" claims on the basis of laches for this further reason as
13 well.

14 2. Terminator III

15 Defendants also seek to dismiss Stewart's claims based on "Terminator III" on the grounds
16 of laches. Citing *Danjaq*, they argue that because "Terminator III" was based on the same
17 allegedly infringing material as "Terminator I and II," Stewart's claims respecting it are barred
18 even though they were brought within the three year limitations period prescribed by § 507(b).
19 In *Danjaq*, the court held that plaintiff's claim that a recently released DVD of the Bond films
20 infringed his copyright was barred by laches, even though filed within three years of the release
21 of the DVD. It stated:

22 " . . . [W]e conclude that claims of infringement stemming from re-releases of Bond
23 movies on DVD have been 'delayed' for purposes of laches. On the one hand, we
24 recognize the seemingly paradoxical nature of this conclusion. After all, how can
25 it fairly be said that a lawsuit filed in 1998, relating to a DVD released in 1997 (to
26 take the example of Dr. No) was 'delayed'? The answer is simple: Where, as
27 here, the allegedly infringing aspect of the DVD is identical to the alleged
28 infringements contained in the underlying movie, then the two should be treated

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1 identically for purposes of laches. It would be incongruous indeed to hold the
2 opposite – to say, that is, that McClory’s claim for infringement on a re-release
3 survives, despite the dismissal for laches of the same claim regarding the original
4 work. This exception would effectively swallow the rule of laches, and render it
5 a spineless defense.” *Id.* at 953.²⁸

6 Here, as noted, the court cannot determine if Stewart’s claims concerning “Terminator I and II”
7 are barred by laches. It also cannot determine if Stewart’s willful infringement can be proven.
8 It thus cannot utilize the rationale of *Danjaq* to hold that Stewart’s “Terminator III” claims are
9 similarly barred.

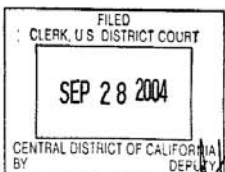
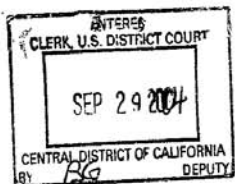
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11 **III. CONCLUSION**

12 For the foregoing reasons, defendants’ motion to dismiss plaintiff’s first amended
13 complaint on statute of limitations and laches grounds is denied.

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15 DATED: September 27, 2004


MARGARET M. MORROW
UNITED STATES DISTRICT JUDGE

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26 ²⁸The court rejected plaintiff’s “argument that laches may never bar a claim for
27 infringement brought within the statute of limitations,” noting that it had already held in *Kling*,
28 *supra*, 225 F.3d at 1039, and other cases that “laches may sometimes bar a statutorily timely
claim.” *Danjaq, supra*, 263 F.3d at 954. The court acknowledged that “such an application of
laches [might] be unusual,” but concluded that it was appropriate in the case before it. *Id.*



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SOPHIA STEWART,

Plaintiff,

vs.

ANDY WACHOWSKI, et al.,

Defendants.

CASE NO. CV 03-2873 MMM (VBKx)

ORDER DENYING DEFENDANT'S
MOTION TO STRIKE PARAGRAPH 29
OF PLAINTIFF'S FIRST AMENDED
COMPLAINT

This action concerns plaintiff Sofia Stewart's claim that defendants willfully infringed her copyrighted literary works. Stewart alleges, *inter alia*, that defendants have willfully infringed two copyrighted works, both titled "The Third Eye," "and used [them] as their own property in the making of the motion pictures The Matrix I, II, and III, and The Terminator I, II, and III."¹ Defendants have moved to strike paragraph 29 of plaintiff's First Amended Complaint under Rule 12(f) of the Federal Rules of Civil Procedure, asserting that it refers to purported settlement

¹First Amended Complaint, ¶ 44.

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negotiations that are inadmissible under Rule 408 of the Federal Rules of Evidence.²

I. FACTUAL BACKGROUND

Plaintiff Sophia Stewart is a screenwriter, composer and editor who works under the pseudonym, Zenia Kavala.³ On or about May 1, 1981, Stewart created a six-page screen treatment titled "The Third Eye," which was a "scientific account of futuristic life."⁴ On or about November 1, 1983, she created a 45-page manuscript titled "The Third Eye."⁵ Stewart registered a copyright in the six-page treatment on February 2, 1983. She registered a copyright in the 45-page manuscript on February 6, 1984.⁶

In the summer of 1986, Stewart sent her six-page treatment and 45-page manuscript to Andy and Larry Wachowski in response to an advertisement in a national magazine seeking science fiction works.⁷ The Wachowskis did not respond to Stewart's submission, and did not return the copyrighted works.⁸

Stewart alleges that, in March and April 1999, she discovered that the Wachowskis had

²The parties dispute whether plaintiff complied with the meet and confer requirements set forth in Local Rule 7-3. (See Plaintiff's Response To Motion To Strike Paragraph 29 Of First Amended Complaint ("Pl.'s Response") at 2; Defendants' Reply Brief In Support Of Their Motion To Strike Paragraph 29 Of Plaintiff's First Amended Complaint ("Defs.' Reply") at 1-2.) Because it appears there was some attempt to comply with the meet and confer requirement, the court declines plaintiff's request that it deny defendants' motion for failure to satisfy Local Rule 7-3. It further declines plaintiff's request that it entertain a motion for attorneys' fees and sanctions. The court cautions counsel, however, that it expects compliance with the letter and spirit of the Local Rules, and that it will enforce those rules in the future.

³*Id.*, ¶ 2.

⁴*Id.*, ¶ 15.

⁵*Id.*, ¶ 16.

⁶*Id.*, ¶ 2, Exhs. 1, 3.

⁷*Id.*, ¶¶ 23-24.

⁸*Id.*, ¶ 25.

1 produced a comic book series and a film titled "The Matrix."⁹ She concluded that the comic book
2 series and "The Matrix," which had been produced and distributed by Warner Brothers,¹⁰
3 infringed her copyright in both the treatment and the manuscript.¹¹ As a result, she communicated
4 with Warner Brothers, asserting that it had infringed her copyrighted works, and demanding that
5 it cease its infringing activities.¹² Stewart continued to correspond with Warner Brothers about
6 her claim through February 2001.¹³

7 Stewart also alleges that the films "Terminator I," "Terminator II," and "Terminator III,"
8 infringe her copyrighted works.¹⁴ She contends that James Cameron, Gale Ann Hurd,¹⁵ Joel Silver
9 and the Wachowskis misappropriated or acquired her works and used them to create "Terminator
10 II."¹⁶ She further contends that Warner Brothers and Sony Pictures Entertainment Corporation
11 funded the production and/or distribution of "Terminator III."

12 Paragraphs 28 and 29 of plaintiff's First Amended Complaint state:

13 "28. In April, 1999, after plaintiff submitted written notification to immediately
14 cease and desist from further infringing activities and a demand for compensation
15 arising from such infringing activities, Warner Brothers' general counsel, John
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17 ⁹*Id.*, ¶¶ 25, 26.

18 ¹⁰*Id.*, ¶ 38.

19 ¹¹*Id.*, ¶ 26.

20 ¹²*Id.*, ¶¶ 28, 39-42.

21 ¹³*Id.*, ¶¶ 40-42, 47.

22 ¹⁴*Id.*, ¶¶ 44, 54.

23 ¹⁵Stewart alleges that Hemdale Film Corporation (a purported RICO enterprise) is a
24 corporation that was used by Cameron and Hurd "to effect transfers of monies and/or properties
25 received from the commercial exploitation of intellectual property rights." (*Id.*, ¶ 52.) Hemdale
26 filed a bankruptcy petition in 1992, which Stewart alleges was "motivated in bad faith for
27 purposes of discharging any and/or all claims of creditors." (*Id.*, ¶ 53.)

28 ¹⁶*Id.*, ¶ 54.

1 Schulman, telephoned plaintiff and told plaintiff that Warner Brothers wanted to
2 resolve this matter in a discrete, confidential manner, including remunerating
3 plaintiff. Schulman further told plaintiff that Warner Brothers would refer plaintiff
4 to counsel for purposes of facilitating and furthering the resolution of this matter.
5 Schulman told plaintiff that attorney Judy Neulak, in house counsel at Warner
6 Brothers, would work with plaintiff in this regard.

7 29. Plaintiff spoke with Neulak in *April, 1999*, by telephone to discuss the matter.
8 Neulak specifically told plaintiff not to negotiate a settlement because Neulak told
9 plaintiff that she, Neulak, knew for a fact that Warner Brothers, by and through
10 their employees and representatives, had copied plaintiff's protected literary works,
11 including the fact that Neulak personally witnessed the infringing activities herself
12 at Warner Brothers. Neulak asked plaintiff if she had any copies of her book left,
13 and plaintiff affirmed that she did. Neulak then specifically told plaintiff to retain
14 plaintiff's protected literary works as evidence, which plaintiff reasonably
15 interpreted and construed . . . to mean the protected literary works would be
16 necessary for purposes of any prospective copyright infringement litigation plaintiff
17 would initiate against Warner Brothers, and others."¹⁷

18 Defendants seek to strike paragraph 29 on the grounds that Neulak's purported statements
19 were made in the course of settlement negotiations, and are therefore inadmissible under Rule 408
20 of the Federal Rules of Evidence.¹⁸

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25 ¹⁷*Id.*, ¶¶ 28-29. The court quotes paragraph 28 to provide context for the communications
26 recited in paragraph 29. Defendants do not seek to strike paragraph 28.

27 ¹⁸Although other paragraphs in the complaint appear to detail pre-suit communications
28 regarding plaintiff's claim against Warner Brothers (see, e.g., *id.*, ¶¶ 39, 40, 41, 42), defendants
have not moved to strike these paragraphs.

II. DISCUSSION

A. Legal Standard Governing Motions To Strike

Rule 12(f) provides that a court “may order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent, or scandalous matter.” FED.R.CIV.PROC. 12(f). Motions to strike are generally regarded with disfavor because of the limited importance of pleading in federal practice, and because they are often used as a delaying tactic. See *Lazar v. Trans Union LLC*, 195 F.R.D. 665, 669 (C.D. Cal. 2000); *Bureerong v. Uvawas*, 922 F.Supp. 1450, 1478 (C.D. Cal. 1996); *Colaprico v. Sun Microsystems, Inc.*, 758 F.Supp. 1335, 1339 (N.D. Cal.1991). Given their disfavored status, courts often require “a showing of prejudice by the moving party” before granting the requested relief. *Securities and Exchange Commission v. Sands*, 902 F. Supp. 1149, 1166 (C.D. Cal. 1995) (citations omitted). The possibility that issues will be unnecessarily complicated or that superfluous pleadings will cause the trier of fact to draw “unwarranted” inferences at trial is the type of prejudice that will support the granting of a motion to strike. See *Fantasy, Inc. v. Fogerty*, 984 F.2d 1524, 1528 (9th Cir. 1993) (holding that the district court properly struck lengthy, stale and previously litigated factual allegations to streamline the action), rev’d. on other grounds, *Fogerty v. Fantasy, Inc.*, 510 U.S. 517 (1994).

Courts have used Rule 12(f) to strike allegations from complaints that detail settlement negotiations within the ambit of Rule 408. See, e.g., *Philadelphia’s Church of Our Savior v. Concord Township*, No. Civ.A. 03-1766, 2004 WL 1824356, * 2 (E.D. Pa. July 27, 2004) (“While Rule 408 does not apply to pleadings directly, repeated decisions from this Court have held that allegations in a complaint may be stricken, under Rule 12(f), as violative of these policies”); *United States ex rel. Alasker v. CentraCare Health Systems, Inc.*, Civ. A. No. 99-106, 2002 WL 1285089, * 2 (D. Minn. June 5, 2002) (“Under Rule 408, evidence of conduct or statements made in compromise negotiations is inadmissible to prove liability. . . . Although this is a rule of evidence, courts have routinely granted motions to strike allegations in pleadings that fall within the scope of Rule 408”); *Kelly v. L.L. Cool J.*, 145 F.R.D. 32, 40 (S.D.N.Y. 1992) (granting defendant’s motion to strike portions of a complaint that referenced settlement discussions under Rule 408 as immaterial and potentially prejudicial); *Agnew v. Avdin Corp.*, Civ.

1 A. No. 88-3436, 1988 WL 92872, * 4 (E.D. Pa. Sept. 6, 1988) (striking parts of a complaint
2 pursuant to Rule 408 because they referenced settlement negotiations for the purpose of showing
3 liability).

4 **B. Whether Paragraph 29 Should Be Stricken¹⁹**

5 Rule 408 of the Federal Rules of Evidence states:

6 "Evidence of (1) furnishing or offering or promising to furnish, or (2) accepting
7 or offering or promising to accept, a valuable consideration in compromising or
8 attempting to compromise a claim which was disputed as to either validity or
9 amount, is not admissible to prove liability for or invalidity of the claim or its
10 amount. Evidence of conduct or statements made in compromise negotiations is
11 likewise not admissible. This rule does not require the exclusion of any evidence
12 otherwise discoverable merely because it is presented in the course of compromise
13 negotiations. This rule also does not require exclusion when the evidence is offered
14 for another purpose, such as proving bias or prejudice of a witness, negating a
15 contention of undue delay, or proving an effort to obstruct a criminal investigation
16 or prosecution." FED. R. EVID. 408.

17 Defendants contend that the allegations set forth in paragraph 29 are untrue,²⁰ and that,
18 even if true, the paragraph describes statements made during the course of a settlement
19 negotiation.²¹ "The purpose behind Rule 408 is the promotion of 'nonlitigious solutions to
20 disputes.'" *Catullo v. Metzner*, 834 F.2d 1075, 1078-79 (1st Cir. 1987) (quoting *Reichenbach*
21 *v. Smith*, 528 F.2d 1072, 1074 (5th Cir. 1976)). "The rule protects parties to a settlement
22

23 ¹⁹Defendants also request that the court strike equivalent paragraphs in plaintiff's RICO
24 case statement. As the court has stricken the case statement in its entirety, it need not consider
25 this aspect of the motion.

26 ²⁰Defendants' Memorandum Of Points And Authorities In Support Of Defendants' Motion
27 To Strike Paragraph 20 Of Plaintiff's First Amended Complaint And All Equivalent Paragraphs
In The RICO Case Statement ("Defs.' Mem.") at 4.

28 ²¹*Id.*

1 negotiation from adverse consequences when the negotiations fail; admissions made during the
2 course of the negotiations may not be introduced as evidence of liability on the underlying claim
3 – such admissions may, however, be introduced for other purposes.” *Id.*; see also *Brocklesby v.*
4 *United States*, 767 F.2d 1288, 1292 (9th Cir. 1985). The parties here dispute whether the
5 statements alleged in paragraph 29 were made during the course of settlement negotiations. They
6 also dispute whether the statements will be offered as evidence of liability.

7 Defendants contend that Neulak’s purported statements fall within Rule 408 because they
8 are “statements made in compromise negotiations.” FED. R. EVID. 408. “[C]ompromise
9 negotiations’ do not always have a recognizable beginning and end like a trial, a deposition, or
10 other litigious activities.” 23 Charles A. Wright & Kenneth W. Graham, *FEDERAL PRACTICE AND*
11 *PROCEDURE: EVIDENCE*, § 5307, at p. 228 (1980). Courts have devised two means of determining
12 whether a statement was made “in” compromise negotiations:

13 “One interpretation is that the word is purely temporal, i. e., the only question is
14 when the statement was made. This reading is likely to be coupled with an
15 interpretation of ‘compromise negotiations’ as referring to an event; that is, the
16 court first determines if any compromise negotiations took place, then decides if
17 the statement was made in the course of the negotiations. But ‘in’ can also be
18 interpreted in a functional sense; i. e., was the purpose of the statement to further
19 a compromise? The functional view is likely to be used by courts that have
20 interpreted ‘compromise negotiations’ to refer to a state of mind rather than an
21 event. Such courts will ask if the speaker was seeking to reach a compromise, then
22 exclude the statement if it was germane to that purpose.” *Id.* at 233.

23 Compare *General Leaseways v. National Truck Leasing Association*, 830 F.2d 716, 724, n. 12
24 (7th Cir. 1987) (affirming the district court’s conclusion that evidence of a telephone conversation
25 that led to a written offer of settlement was not barred by Rule 408 even though settlement was
26 mentioned during the call because “the suggestions made by Mr. Ehlers in the telephone call were
27 not made in the context of a settlement of this lawsuit, even though the subsequent ‘settlement
28 letter’ did refer back to the call”) with *Raybestos Products Co. v. Younger*, 54 F.3d 1234, 1241

1 (7th Cir. 1995) ("To determine whether Younger sent his letter as an attempt to compromise a
2 claim, or rather to intimidate the plaintiff, this court must look at the totality of the circumstances,
3 carefully reviewing the contents of the letter and the timing of its delivery. Upon review of the
4 record and the atmosphere in which this letter was sent, we conclude that Younger volunteered
5 this letter and that no settlement arrangements or discussion had been initiated by Raybestos
6 against whom Younger was then making various defamation claims").

7 If the "functional view" of "in compromise negotiations" is used, it would appear that
8 Neulak's comments were not made "in compromise negotiations." As alleged by plaintiff,
9 Neulak's remarks were not designed to foster settlement. Rather, they were directed at preventing
10 compromise of the claim. The "functional view" considers the state of mind of the speaker to
11 determine whether he or she was seeking to reach a compromise. It is difficult to envision any
12 circumstance in which a person would tell another "not to negotiate a settlement" with the
13 intention of facilitating a settlement. See *Ullmann v. Olwine, Connelly, Chase, O'Donnell &*
14 *Weyher*, 123 F.R.D. 237 (S.D. Ohio 1987) ("For Rule 408 to be applicable, the Court must first
15 determine that compromise negotiations were in fact happening. But no such thing was occurring
16 here. Mr. Taylor never responded to the letters or treated them as offers to settle. In large part
17 the letters consist of Ms. Ullmann's demands upon Taylor and threats of litigation. The purpose
18 of Rule 408 is to encourage dispute resolution, not to encourage threatening litigation by
19 protecting admissions made in such threats. . . . Considering the correspondence as a whole, the
20 Court finds that the purpose of Rule 408 would not be served by excluding those portions of the
21 correspondence relied upon in this opinion").

22 If the court were to adopt the "temporal view" of "in compromise negotiations," however,
23 it would more likely find, based on the allegations contained in the complaint, that Neulak's
24 remarks were made during one of a series of communications directed at resolving Stewart's
25 disputed claim that Warner Brothers had infringed her copyrighted works. Stewart alleges that
26 Warner Brothers' General Counsel, John Schulman, directed her to speak with Neulak "for the

1 purpose[] of facilitating and furthering the resolution of this matter,"²² and that her conversation
2 with Neulak occurred shortly thereafter.

3 As the complaint provides no further information concerning Neulak's conversation with
4 Stewart, however, it is not possible to determine, on the face of the pleading, which view of "in
5 compromise negotiations" would best further the policy rationale of Rule 408, and which should
6 be adopted by the court. Because the issue has been raised in a motion to strike, the court must
7 view the pleadings in the light most favorable to the non-moving party. As a consequence, it
8 concludes that plaintiff may be able to prove a set of facts that would support admission of
9 Neulak's statements at trial because they were not made "in compromise negotiations" as that
10 term is used in Rule 408.

11 Even if Neulak's comments are found to have been made "in compromise negotiations,"
12 moreover, plaintiff contends that they are admissible not to "prove liability for or invalidity of
13 the claim," but "for another purpose." FED. R. EVID. 408. Specifically, she contends that
14 Neulak's comments are admissible to prove Warner Brothers' knowledge and state of mind. See
15 *Bankcard America, Inc. v. Universal Bankcard Systems, Inc.*, 203 F.3d 477, 484 (7th Cir. 2000)
16 ("Courts have admitted evidence of offers or agreements to compromise . . . to show the
17 defendant's knowledge and intent"); *Thompson v. Safeway, Inc.*, No. 01 C 3260, 2002 WL
18 500547, * 2 (N.D. Ill. Apr. 2, 2002) ("Courts have routinely admitted evidence of offers or
19 agreements to compromise for purposes of rebuttal, for purposes of impeachment, or to show the
20 defendant's knowledge and intent").²³

21 Certainly, Warner Brothers' knowledge that its production infringed plaintiff's works is

22
23 ²²First Amended Complaint, ¶ 28.

24 ²³At least one court has have held, however, that this exception applies only to settlement
25 agreements or the occurrence of settlement negotiations, not to communications that take place
26 during those negotiations. See *Goodyear Tire & Rubber Co. v. Chiles Power Supply, Inc.*, 332
27 F.3d 976, 981 (6th Cir. 2003) ("Julian has not presented evidence of any case where the Rule 408
28 exceptions have been used to allow settlement communications into evidence for any purpose.
Rather, the exceptions have been used only to admit the occurrence of settlement talks or the
settlement agreement itself for 'another purpose'").

relevant to proof of willful copyright infringement. See *Danjaq v. Sony Corp.*, 263 F.3d 942, 957 (9th Cir. 2001) (“the term ‘willful’ refers to conduct that occurs ‘with knowledge that the defendant’s conduct constitutes copyright infringement’”). Nonetheless, plaintiff’s argument that the statements are relevant to prove knowledge is too vague to permit the court to determine their admissibility at this time. See *United States v. Cooper*, 283 F. Supp. 2d 1215, 1228 (D. Kan. 2003) (“The government does argue generally that the admissions are relevant in proving knowledge and intent, but it does not articulate with enough specificity for this court to conclude that the evidence is being properly offered for another purpose”).

Whether to grant a motion to strike is within the sound discretion of the district court. *Fantasy*, *supra*, 984 F.2d at 1528. In exercising its discretion, the court views the pleadings in the light most favorable to the non-moving party (see *In re 2TheMart.com Securities Litigation*, 114 F. Supp. 2d 955, 965 (C.D. Cal. 2000)), and resolves any doubt as to the relevance of the challenged allegations in favor of plaintiff. *Wailua Assocs. v. Aetna Casualty and Surety Co.*, 183 F.R.D. 550, 553-54 (D. Haw. 1998) (“Matter will not be stricken from a pleading unless it is clear that it can have no possible bearing upon the subject matter of the litigation; if there is any doubt as to whether under any contingency the matter may raise an issue, the motion may be denied . . .”); see also *Dah Chong Hong, Ltd. v. Silk Greenhouse, Inc.*, 719 F. Supp. 1072, 1073 (M.D. Fla. 1989) (“Motions to strike on the grounds of insufficiency, immateriality, irrelevancy, and redundancy are not favored, often being considered ‘time wasters,’ and will usually be denied unless the allegations have no possible relation to the controversy and may cause prejudice to one of the parties”).


Given the uncertainties that exist regarding the admissibility of Neulak’s statements, the disfavored status of motions to strike, and the absence of any allegations by defendants that they are prejudiced by the presence of these statements in the complaint, the court declines to strike paragraph 29 at this time. Rather, defendants may move to exclude evidence of the conversation, if appropriate, at a later stage of the litigation. See *Yankelevitz v. Cornell University*, No. 95 CIV. 4593 PKL, 1997 WL 115651 (S.D.N.Y. Mar. 14, 1997) (declining to find that an amendment that purportedly concerned settlement negotiations was futile because “it [was] not

1 clear that the amendments could properly be stricken as relating to settlement negotiations,
2 especially given the general disfavor with which motions to strike are generally viewed"); *Eskofo*
3 *A/S v. E.I. Du Pont De Nemours & Co.*, 872 F. Supp. 81, 94 (S.D.N.Y. 1995) (declining to
4 strike allegations, despite strong reservations regarding plaintiff's contention that the allegations
5 did not relate to settlement negotiations, because it was unclear whether or not the discussions
6 referenced constituted negotiations).

7
8 **IV. CONCLUSION**

9 For the foregoing reasons, defendant's motion to strike paragraph 29 of plaintiff's first
10 amended complaint is denied without prejudice to their right to seek exclusion of any evidence
11 probative of the allegations as appropriate in any subsequent proceeding.

12
13 DATED: September 27, 2004


14 MARGARET M. MORROW
15 UNITED STATES DISTRICT JUDGE
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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 LOS ANGELES – WESTERN DIVISION

12 SOPHIA STEWART,

13 Plaintiff,

14 v.

15 ANDY WACHOWSKI and LARRY
WACHOWSKI, both individually and doing)
16 business as A & L EONS PRODUCTION;)
LARRY WACHOWSKI and THEA)
17 BLOOM, both individually and on behalf of)
their community property marital estate;)
18 TWENTIETH CENTURY FOX FILM)
CORPORATION, a foreign corporation;)
19 WARNER BROS. ENTERTAINMENT,)
INC., a foreign corporation; JAMES)
20 CAMERON; GALE ANNE HURD; and,)
JOEL SILVER,)

21 Defendants.
22

Case No. CV 03-2873-MMM (VBKx)

**SECOND AMENDED COMPLAINT
FOR:**

- 1-4. Violations of Racketeer Influenced
And Corrupt Organizations Act,
18 U.S.C. §§ 1961-1968;
5-6. Declaratory Judgment, 28 U.S.C.
§§ 2201-2202
7-8. Direct Copyright Infringement, 17
U.S.C. §§ 501 *et seq.*;
9-10. Contributory Copyright
Infringement, 17 U.S.C. §§ 501 *et*
seq.;

REQUEST FOR JURY TRIAL

23 Plaintiff Sophia Stewart alleges and complains against defendants as follows:

JURISDICTION

- 25 1. Subject matter jurisdiction and venue exists, in whole and/or in part, pursuant to the
26 following federal statutes: (a) 18 U.S.C. §§1961 *et seq.*, as the complaint alleges violations of RICO;
27 (b) 28 U.S.C. § 1338, as the complaint alleges copyright infringement; (c) 28 U.S.C. § 1332, as there
28

1 is complete diversity of citizenship and the amount in controversy exceeds \$75,000, exclusive of
2 costs and interest; (d) 28 U.S.C. § 1331, as the complaint alleges federal questions; (e) 28 U.S.C. §§
3 2201-2202, as the complaint seeks a declaratory judgment; (f) to the extent this Court lacks original
4 jurisdiction to hear any claim, the Court has supplemental jurisdiction over the claim pursuant to 28
5 U.S.C. § 1367(a), as the claim is so related to those claims for which original jurisdiction with this
6 Court lies that they form part of the same case or controversy under Article III of the United States
7 Constitution.

8 PARTIES

9 2. Plaintiff Sophia Stewart ("Stewart") was, and at all times material herein is an
10 internationally recognized and universally celebrated screenwriter, composer, editor of science
11 fiction scripts, projects, motion picture films, motion picture reviews, commentaries, and critiques,
12 including motion picture manuscripts and epics, residing within the City and County of Salt Lake,
13 State of Utah. Stewart is the legal and beneficial federal copyright claimant, owner, and author
14 of the following intellectual property: (1) "The Third Eye," United States Copyright Office
15 Registration Number Txu 117-610, effective date of registration, **2 February 1983**, attached hereto
16 and incorporated herein as **Exhibit 1**; (2) "**The Third Eye**," which the creation of the work was
17 completed **1 May 1981**, attached hereto and incorporated herein as **Exhibit 2** (the work for the
18 created epic manuscript was completed in **1983**, and includes the entire text (original story), the
19 original treatment for a motion picture, which is the document referenced in **Exhibit 1**); (3) "**The**
20 **Third Eye**" (add on manuscript), United States Copyright Number Txu 154-281, **6 February 1984**,
21 attached hereto and incorporated herein by reference as **Exhibit 3** (which includes the add on
22 manuscript, by Sophia Stewart under her pseudonym Zenia Kavala, the original draft, graphic
23 illustrations, character analysis, synopsis; and (4) "**The Makings of The Third Eye**," which is
24 attached hereto and incorporated herein by reference as **Exhibit 4**. (These items are collectively
25 referred to herein after as "plaintiff's protected literary works".)

26 3. Stewart is engaged in activities and conduct that affect federal interstate and/or
27 foreign commerce. Stewart is a "person," as that term is defined pursuant to 18 U.S.C. § 1961(3)
28 of the Racketeer Influenced and Corrupt Organizations Act of 1970 ("RICO").

1 4. Defendant Andy Wachowski ("Andy"), upon information and belief, was, and at all
2 times material herein is, a producer of motion picture films, a director of motion picture films, and
3 a writer of comic books under the business operated, owned, and maintained as Andy Wachowski
4 and Larry Wachowski doing business as A & L Eons Production. Andy, upon information and
5 belief, is a citizen and resident of the County of Los Angeles, State of California. Andy is engaged
6 in activities and conduct that affect federal interstate and/or foreign commerce. Andy Wachowski
7 is a "person," as that term is defined pursuant to 18 U.S.C. § 1961(3) of RICO.

8 5. Defendant Larry Wachowski ("Larry"), upon information and belief, was, and at all
9 times material herein is, a producer of motion picture films, a director of motion picture films, and
10 a writer of comic books under the business operated, owned, and maintained as Andy Wachowski
11 and Larry Wachowski doing business as A & L Eons Production. Larry, upon information and
12 belief, is a citizen and resident of the County of Los Angeles, State of California. Larry is engaged
13 in activities and conduct that affect federal interstate and/or foreign commerce. Larry is a
14 "person," as that term is defined pursuant to 18 U.S.C. § 1961(3) of RICO.

15 6. Defendant Thea Bloom ("Thea"), upon information and belief, was, and at all times
16 material herein is, engaged in activities concerning the production of motion picture films and comic
17 books under the business operated, owned, and maintained as Andy Wachowski and Larry
18 Wachowski doing business as A & L Eons Production. Thea, upon information and belief, is a
19 citizen and resident of the County of Los Angeles, State of California. Thea is engaged in activities
20 and conduct that affect federal interstate and/or foreign commerce. Thea is a "person," as that
21 term is defined pursuant to 18 U.S.C. § 1961(3) of RICO. Larry and Thea, upon information and
22 belief, were, and at all times material herein are, alleged to have engaged in the activities and/or
23 conduct as described herein, both individually and on behalf of their community property marital
24 estate.

25 7. Defendant Gale Ann Hurd ("Hurd"), upon information and belief, was, and at all
26 times material herein is, a producer of motion picture films, a financier of motion picture films, and
27 is the former spouse of defendant James Cameron. Hurd, upon information and belief, is a citizen
28 and resident of the County of Los Angeles, State of California. Hurd is engaged in activities and

1 conduct that affect federal interstate and/or foreign commerce. Hurd is a “person,” as that term
2 is defined pursuant to 18 U.S.C. § 1961(3) of RICO.

3 8. Defendant James Cameron (“Cameron”), upon information and belief, was, and at
4 all times material herein is, a producer of motion picture films, a director of motion picture films,
5 a film editor, music composer, and screenwriter, and is the former spouse of Hurd. Cameron, upon
6 information and belief, is a citizen and resident of the County of Los Angeles, State of California.
7 Cameron is engaged in activities and conduct that affect federal interstate and/or foreign commerce.
8 Cameron is a “person,” as that term is defined pursuant to 18 U.S.C. § 1961(3) of RICO.

9 9. Defendant Joel Silver (“Silver”), upon information and belief, was, and at all times
10 material herein is, a producer of motion picture films, a director of motion picture films, and is
11 engaged in activities affiliated with motion picture production. Silver, upon information and belief,
12 is a citizen and resident of the County of Los Angeles, State of California. Silver is engaged in
13 activities and conduct that affect federal interstate and/or foreign commerce. Silver is a “person,”
14 as that term is defined pursuant to 18 U.S.C. § 1961(3) of RICO.

15 10. Defendant Twentieth Century Fox Film Corporation (“Twentieth Century”), upon
16 information and belief, was, and at all times material herein is, a company organized under the laws
17 of the State of Delaware, maintaining its principal place of business within the City of Los Angeles,
18 County of Los Angeles, State of California. Twentieth Century, upon information and belief, is
19 engaged in the production and distribution of motion picture films, as well as the commercial
20 exploitation of motion picture films by and through video cassette, DVD, CD-ROM, and other
21 alternative delivery vehicles, both domestically and internationally. Twentieth Century, upon
22 information and belief, is a citizen and resident of the County of Los Angeles, State of California.
23 Twentieth Century is engaged in activities and conduct that affect federal interstate and/or foreign
24 commerce. Twentieth Century is a “person,” as that term is defined pursuant to 18 U.S.C. § 1961(3)
25 of RICO.

26 11. Defendant Warner Bros. Entertainment Inc. (“Warner Bros.”), upon information and
27 belief, was, and at all times material herein is, a company organized under the laws of the State of
28 Delaware, maintaining its principal place of business within the City of Los Angeles, County of Los

1 Angeles, State of California. Warner Bros., upon information and belief, is engaged in the
2 production and distribution of motion picture films, as well the commercial exploitation of motion
3 picture films by and through video cassette, DVD, CD-ROM, and other alternative delivery vehicles,
4 both domestically and internationally. Warner Bros., upon information and belief, is a citizen and
5 resident of the County of Los Angeles, State of California. Warner Bros. is engaged in activities and
6 conduct that affect federal interstate and/or foreign commerce. Warner Bros. is a "person," as that
7 term is defined pursuant to 18 U.S.C. § 1961(3) of RICO.

8 12. Each and every defendant is liable as a principal pursuant to 18 U.S.C. §§ 2(a)-(b)
9 and each and every defendant is liable as a co-conspirator pursuant to 18 U.S.C. § 371. The acts,
10 conduct, activities, and/or omissions committed by one defendant are attributable to all of the other
11 defendants.

12 13. At all times material herein, the activities, conduct, and/or omissions committed
13 and/or engaged in by the defendants herein give rise to this action being instituted within this federal
14 district, by and through employment of federal instrumentalities of federal interstate commerce,
15 including the federal mails, federal wires, and traveling in connection with the commission of
16 racketeering activity across federal interstate and/or international boundaries and/or lines.

17 14. The defendants, each of whom are engaged in principal business activities within the
18 City of Los Angeles, County of Los Angeles, State of California, engaged in continuous, concerted,
19 and systematic activities with plaintiff within this district, resulting in injury to plaintiff's interests
20 in plaintiff's business or property.

21 VENUE

22 15. Venue is proper within this judicial district pursuant to 28 U.S.C. §§ 1391(a)(2),
23 (a)(3), and (b) inasmuch as all defendants transact business and can be found within this district, and
24 that a substantial part of the events or omissions giving rise to the claims occurred in, or a substantial
25 part of property that is the subject matter is situated within, this district.

26 FACTS

27 **A. Plaintiffs' protected literary works**

28 16. On or about May 1, 1981, plaintiff originated, created, and/or otherwise developed

1 certain literary and artistic work consisting of a six [6] page screen treatment entitled "*The Third*
2 *Eye*," a scientific account of futuristic life. Plaintiff's origination, creation, and/or development of
3 "*The Third Eye*" is plaintiffs' sole and exclusive intellectual property, eligible for federal copyright
4 registration and protection.

5 17. On or about November 1, 1983, plaintiff originated, created, and/or otherwise
6 developed certain literary and artistic work consisting of a 45 page instrument referred to as an "Epic
7 Science Fiction Manuscript," similarly entitled "*The Third Eye*," a scientific account of futuristic
8 life. Plaintiff's origination, creation, and/or development of the Epic Science Fiction Manuscript of
9 "*The Third Eye*" is plaintiff's sole and exclusive intellectual property, eligible for federal copyright
10 registration and protection.

11 18. During early 1981, plaintiff additionally originated, created, and/or otherwise
12 developed an original literary and artistic work complex concept that was futuristic and considered
13 not to be commercially viable in the early 1980s. This fact is illustrated by a letter dated June 8,
14 1981, that plaintiff received, via federal mails, from Columbia Pictures Industries, Inc., attached
15 hereto and incorporated herein as *Exhibit 5*.

16 **B. Twentieth Century Fox Obtains Plaintiffs' Protected Literary Works**

17 19. In May 1981, plaintiff delivered, via federal mails, a copy of the six [6] page screen
18 treatment "*The Third Eye*" to Twentieth Century's Susan Merzbach, Vice-President of Creative
19 Affairs. Merzbach read plaintiffs' "*The Third Eye*" and on or about _____, 1981, made a
20 telephone call to plaintiff, via federal interstate wires, inquiring of plaintiff whether plaintiff
21 possessed any other material information, including documents, screen treatment, and/or scripts that
22 plaintiff had authored based upon plaintiffs' "*The Third Eye*." Plaintiff informed Merzbach, via
23 federal interstate wires, that plaintiff was proceeding with working upon a full and complete
24 manuscript of the screen treatment entitled "*The Third Eye*," and that the actual completion of the
25 manuscript would not be available until the winter of 1983. Mezbach suggested in this telephone
26 call that if Twentieth Century used plaintiff's material in making a motion picture, plaintiff would
27 be compensated for the use of her intellectual property. This representation was knowingly false,
28 and plaintiff justifiably relied on this representation and sent additional material to Twentieth

1 Century. [CHECK]

2 20. During the winter of 1983, plaintiff received telephonic contact, via federal interstate
3 wires, from Twentieth Century's David Madden's office, by and through Madden's authorized
4 representative, Valerie Redd. Redd requested plaintiff to promise, warrant, and/or otherwise affirm
5 that plaintiff would submit and tender plaintiff's Epic Science Fiction Manuscript to Twentieth
6 Century. Redd suggested in this telephone call that if Twentieth Century used plaintiff's material
7 in making a motion picture, plaintiff would be compensated for the use of her intellectual property.
8 This representation was knowingly false, and plaintiff justifiably relied on this representation and
9 sent additional material to Twentieth Century. [CHECK]

10 21. In October 1983, plaintiff received a telephone call from Valerie Redd of David
11 Madden's offices. Redd requested plaintiff to immediately submit to her offices a copy of the
12 finished product. Redd suggested that if Twentieth Century used plaintiff's material in making a
13 motion picture, plaintiff would be compensated for the use of her intellectual property. This
14 representation was knowingly false, and plaintiff justifiably relied on this representation and sent
15 additional material to Twentieth Century. [CHECK] In response thereto, in November 1983,
16 plaintiff caused to be mailed, via federal mails, to Redd a copy of the finished product.
17 Subsequently, in early 1984, [CHECK DATE] a second telephone call was placed by Redd to
18 plaintiff, advising plaintiff that plaintiff must resubmit the final product by and through an agent.
19 This representation by Redd was knowingly false, as it was designed to cover up the fact that
20 Twentieth Century already had misappropriated plaintiff's intellectual property and provided it for
21 use in creating the movie *The Terminator*. Plaintiff justifiably relied on this representation, and was
22 lulled into believing that she had to take additional steps to interest Twentieth Century in utilizing
23 her intellectual property. Plaintiff complied by resubmitting the product through an agent. Upon
24 receipt of second submission, however, Lora Lee, a Twentieth Century agent/employee, telephoned
25 plaintiff and told plaintiff that plaintiff would have to resubmit the final product, now a third time,
26 that the final product could only be submitted through an agent who was a signatory with the
27 Writer's Guild of America. This representation by Lee was knowingly false, as it was designed to
28 cover up the fact that Twentieth Century already had misappropriated plaintiff's intellectual property

1 and provided it for use in creating the movie *The Terminator*. Plaintiff justifiably relied on this
2 representation, and was lulled into believing that she had to take additional steps to interest
3 Twentieth Century in utilizing her intellectual property. Plaintiff had originally mailed to Twentieth
4 Century a copy of plaintiff's protected literary works. A copy of the confirming letter dated August
5 18, 1984, addressed to Twentieth Century, Madden and Redd from plaintiff's authorized agent,
6 Ester Duffie, is attached hereto and incorporated herein by referenced as ***Exhibit 6***.

7 22. On or about July 1, 1985, plaintiff, acting by and through her duly authorized
8 representative, transmitted via federal interstate wires and/or federal mails, a communication to
9 Twentieth Century, attention, Lora Lee, Story Editor, specifically informing Twentieth Century of
10 plaintiff's previous verbal communications with Susan Mezerbach, and of plaintiff's previous
11 delivery to Twentieth Century's David Madden's offices of the complete 45 page "***The Third Eye***"
12 Epic Science Fiction Manuscript. In addition thereto, plaintiff specifically informed Twentieth
13 Century that the delivery of the 45 page manuscript was effected by federal mails, return receipt
14 requested, and affirmed receipt by Twentieth Century, but no acknowledgment appeared upon the
15 return receipt itself, and that a second copy of the 45 page manuscript was being resubmitted to
16 Twentieth Century. A copy of said letter is attached hereto and incorporated herein by reference as
17 ***Exhibit 7***.

18 23. On July 10, 1985, plaintiff received, by and through plaintiff's duly authorized
19 representative a written communication, via federal mails, from Twentieth Century, Lora Lee, Story
20 editor, wherein Twentieth Century acknowledged the receipt of plaintiff's complete 45 page "***The***
21 ***Third Eye***" Epic Science Fiction Manuscript. Said written letter further stated that "... there was
22 interest from Fox during a previous administration, I regret to inform you that Fox is only allowed
23 to accept submissions from agents who are signatory with the Writer's Guild of America.
24 Unfortunately, we cannot make exceptions." This representation by Lee was knowingly false, as it
25 was designed to cover up the fact that Twentieth Century had misappropriated plaintiff's intellectual
26 property and provided it for use in creating the movie *The Terminator*. Plaintiff justifiably relied on
27 this representation, and was lulled into believing that Twentieth Century had no interest in utilizing
28 her intellectual property. A copy of said letter is attached hereto and incorporated herein by

reference as *Exhibit 8*.

C. Infringement of Plaintiffs' Protected Literary Works By *The Matrix* Movies

24. 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, which advertisement actively and aggressively solicited screen writers and writing composers 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. 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 surreptitiously 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. Upon information and belief, the Wachowskis placed this advertisement in the national magazine utilizing the United States mails and/or telephone lines.

25. 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.

26. In the summer of 1986, plaintiff, reasonably relying upon the national advertisement published by the Wachowskis, transmitted, conveyed, and/or otherwise cause to be transported via federal interstate mails to the Wachowskis plaintiff's federal copyright protected six [6] page screen treatment of "*The Third Eye*" and plaintiff's federal copyright protected complete 45 page "*The Third Eye*" Epic Science Fiction Manuscript, including but not restricted to the original draft, graphic illustrations, character analysis, "*The Makings of The Third Eye*," synopsis, and the creation of "*The Third Eye*" (collectively referred to as "plaintiff's protected literary works"). The Wachowskis did in fact receive plaintiffs' protected literary works. Subsequent to plaintiff's transmission and delivery of plaintiffs' protected literary works to the Wachowskis, plaintiff did not

1 receive any response from them, and the protected literary works were not otherwise returned to
2 plaintiff from the Wachowskis.

3 27. In March 1999, the Wachowskis, acting in concert with Silver, Warner Brothers and
4 Bloom, produced a comic book series entitled “The Matrix.” This comic book was based and
5 formulated upon plaintiffs’ previously delivered federal copyright protected intellectual properties
6 to the Wachowskis. The distribution of this comic book was criminal copyright infringement, in
7 violation of 18 U.S.C. § 2319 and 17 U.S.C. § 506(a), as the Wachowskis, acting in concert with
8 Silver, Warner Brothers and Bloom, willfully infringed plaintiff’s copyrights for purposes of
9 commercial advantage or private financial gain by copying plaintiff’s intellectual property in the
10 comic book. Attached hereto and incorporated herein by reference as *Exhibits 9-10* is a copy of the
11 comic book script of the “*The Matrix*” by the Wachowskis.

12 28. In March 1999, the Wachowskis, acting in concert with Silver, Warner Brothers and
13 Bloom, released a motion picture film entitled “The Matrix.” This film was based and formulated
14 upon plaintiffs’ federal copyright protected intellectual properties. The distribution of this film was
15 criminal copyright infringement, in violation of 18 U.S.C. § 2319 and 17 U.S.C. § 506(a), as the
16 Wachowskis, acting in concert with Silver, Warner Brothers and Bloom, willfully infringed
17 plaintiff’s copyrights for purposes of commercial advantage or private financial gain by copying
18 plaintiff’s intellectual property in the film. The publication of the comic book series coincided with
19 the release of the motion picture “*The Matrix*.”

20 29. On March 31, 1999, plaintiff saw the film “The Matrix,” and at that time learned that
21 the film and its introduction was derived from her protected literary works. On April 9, 1999,
22 plaintiff inadvertently discovered that the Wachowskis had produced a comic book series entitled
23 the “*The Matrix*,” that was based and formulated upon plaintiff’s protected literary works.

24 30. Plaintiff later learned that Warner Brothers instructed the Wachowskis and Silver to
25 add the introduction to the motion picture. [NOTE: TO ADD OR TO DELETE?] Plaintiff
26 ascertained in May 2000, from FBI agent John Barrio, that the introduction then was deleted from
27 the motion picture during the FBI’s investigation because it revealed that the introduction in “*The*
28 *Third Eye*” and “*The Matrix*” were virtually identical. Plaintiff subsequently discussed this

1 particular issue with the New York City headquarters of the FBI, Case No.: 295-NY-U275271, FBI
2 agent Peter Greco, and Greco informed plaintiff that a newspaper article described the reasons why
3 the introduction was deleted from the film. The news article explained the reasons for deleting the
4 introduction was due to its undue length and that it was deemed impractical for public viewing
5 because of the length; consequently, the film was reduced from 150 minutes to 136 minutes. The
6 deletion of the introduction by Warner Brothers, the Wachowskis and Silver is a direct and
7 proximate result of plaintiff's written letters notifying Warner Brothers of its infringing conduct and
8 activity, coupled with demands to compensate plaintiff for engaging in infringing conduct and
9 activity.

10 31. In April 1999, after plaintiff submitted written notification to immediately cease and
11 desist from further infringing activities and a demand for compensation arising from such infringing
12 activities, Warner Brothers' general counsel, John Schulman, telephoned plaintiff and told plaintiff
13 that Warner Brothers wanted to resolve this matter in a discrete, confidential manner, including
14 remunerating plaintiff. Schulman further told plaintiff that Warner Brothers would refer plaintiff to
15 counsel for purposes of facilitating and furthering the resolution of this matter. Schulman told
16 plaintiff that attorney Judy Neulak, in house counsel at Warner Brothers, would work with plaintiff
17 in this regard.

18 32. In April 1999, plaintiff spoke with Neulak by telephone to discuss the matter. Neulak
19 specifically told plaintiff not to negotiate a settlement because Neulak told plaintiff that she, Neulak,
20 knew for a fact that Warner Brothers, by and through their employees and representatives, had copied
21 plaintiff's protected literary works, including the fact that Neulak personally witnessed the infringing
22 activities herself at Warner Brothers. Neulak asked plaintiff if she had any copies of her book left,
23 and plaintiff affirmed that she did. Neulak then specifically told plaintiff to retain plaintiff's
24 protected literary works as evidence, which plaintiff reasonably interpreted and construed to mean
25 the protected literary works would be necessary for purposes of any prospective copyright
26 infringement litigation plaintiff would initiate against Warner Brothers, and others.

27 33. During 1999, plaintiff discovered that the Wachowskis had affirmatively stated in
28 writing, disseminated and transmitted via federal interstate wires and/or federal mails, that the

1 Wachowskis were the writers and directors of the motion picture film entitled "*The Matrix*" and
2 furthermore stated that the Wachowskis had hired and retained the professional services of Joel
3 Silver, of Silver Production, to produce the motion picture film. Attached hereto and incorporated
4 herein by reference as *Exhibit 11* is a copy of the review of "*The Matrix*" (1999), by Ken Price.

5 **[DELETE THIS PARAGRAPH AND EXHIBIT?]**

6 34. On May 11, 1999, plaintiff discovered, by via access to the Internet, the following
7 informational review of the motion picture film production entitled "The Matrix":

- 8 • MPAA: Rated R for sci-fi violence and brief language.
- 9 • Runtime: USA: 144 / Australia: 136
- 10 • Country: USA
- 11 • Language: English
- 12 • Color: Color (Technicolor)
- 13 • User Comments: Christine Fata, Summary: What is the Matrix ... Oh my
14 God, Becky... "The Matrix (The Wachowski Brothers) brought to you by the
15 writing/directing/producing brothers who also brought us "Bound" and wrote
16 "Assassins"...

17 Attached hereto and incorporated herein by reference as *Exhibit 12* is a copy of of the motion
18 picture film review of "*The Matrix*." **[DELETE THIS PARAGRAPH AND EXHIBIT?]**

19 35. On or about May 18, 1999, a review of Yahoo! Movies fully identifies the "synopsis"
20 of the motion picture film production entitled "*The Matrix*" as follows:

- 21 • Genre – SciFi, Action
- 22 • rating – R for sci-fi violence and brief language
- 23 • Running Time – 2 hours, 30 minutes
- 24 • Release Schedule – March 31, 1999, Nationwide
- 25 • Directed by Andy Wachowski, Larry Wachowski. Produced by Andrew
26 Mason, Joel Silver. Written Andy Wachowski, Larry Wachowski.
27 Distributed Warner Brothers.
- 28 • Play the Trailer-Real Video ... from the Film.com Screening Room.

1 Attached hereto and incorporated herein by reference as *Exhibit 13* is a copy of the Yahoo! Movies.

2 **[DELETE THIS PARAGRAPH AND EXHIBIT?]**

3 36. Prior to the actual distribution of "*The Matrix*" for public consumption, the
4 Wachowskis, Warner Brothers, Silver and Bloom had fraudulently and wrongfully acquired,
5 feloniously absorbed, commercially misappropriated, and/or tortiously and/or criminally obtained,
6 by and through false pretenses, plaintiffs' previously delivered and received federal copyright
7 protected literary works.

8 37. The fraudulent acquisition and misappropriation by the Wachowskis, Warner
9 Brothers, Silver and Bloom of plaintiffs' protected literary works was designed and intended to
10 deprive plaintiff of plaintiff's interest in plaintiff's business or property.

11 38. The fraudulent acquisition and misappropriation by the Wachowskis, Warner
12 Brothers, Silver and Bloom of plaintiffs' protected literary works was for the purpose of "passing
13 off" plaintiffs' intellectual property as their own creative intellectual property.

14 39. On June 28, 1999, plaintiff, via federal interstate wires and/or federal mails,
15 transmitted to the Wachowskis a letter specifically informing that they had engaged in conduct
16 statutorily proscribed under the federal copyright, specifically, infringing upon plaintiff's protected
17 literary works. Said letter strictly admonished the Wachowskis that if they did not recognize
18 plaintiff as the legal claimant of the afore described intellectual property, plaintiff would seek legal
19 recourse. The demand letter was summarily ignored. Attached hereto and incorporated herein as
20 *Exhibit 14* is a copy of plaintiffs' letter.

21 40. On information and belief based upon a news article appearing in the May 18, 1999
22 website of USA Today, the Wachowskis, Silver and Bloom rewrote the content of plaintiff's federal
23 copyright protected intellectual properties, as reported in the article, to include 14 screenplay drafts,
24 supervised about a half dozen artists to draw up story-boards (approximately 500) of each scene,
25 to persuade and convince Warner Brothers' senior management to produce "*The Matrix*." Attached
26 hereto and incorporated herein as *Exhibit 15* is a copy of the USA Today article. **[DELETE THIS
27 PARAGRAPH AND EXHIBIT?]**

28 41. On or about April 9, 1999, plaintiff transmitted a letter, via federal mails, to Warner

1 Brothers' legal department, thereby affirmatively notifying Warner Brothers of plaintiff's federal
2 copyright infringement claims arising from the infringing activity engaged in by Warner Brothers,
3 in concert with others, including but not restricted to the Wachowskis, of plaintiffs' protected literary
4 works. Attached hereto and incorporated herein as *Exhibit 16* is a copy of the letter mailed to
5 Warner Brothers legal department as described herein above.

6 42. On April 14, 1999, Warner Brothers, via federal mails, sent a letter to plaintiff in
7 reply to plaintiff's April 9, 1999 letter. The Warner Brothers' legal department letter denied any
8 allegedly copyright infringing activity engaged in by Warner Brothers of plaintiffs' protected literary
9 works. Attached hereto and incorporated herein as *Exhibit 17* is a copy of the letter mailed from
10 Warner Brothers' legal department as described herein above.

11 43. On May 7, 1999, Pamela Kirsch, Warner Brothers vice president and general counsel,
12 Theatrical, [CHECK TITLE ???] via federal mails, sent a letter to plaintiff acknowledging and
13 confirming receipt of plaintiffs' "documents" for comparison and investigation of alleged federal
14 copyright infringement committed by Warner Brothers of plaintiffs' protected literary works.
15 Attached hereto and incorporated herein as *Exhibit 18* is a copy of the letter mailed from Warner
16 Brothers' legal department as described herein above.

17 44. On June 1, 1999, Jeremy N. Williams, senior vice president and general counsel,
18 Warner Brothers, forwarded a letter, via federal mails, to plaintiff's counsel David G. Turcotte,
19 addressing the alleged "substantial similarity" contention asserted by plaintiff and the alleged federal
20 copyright infringement committed by Warner Brothers of plaintiffs' protected literary works. The
21 letter categorically denies any alleged copyright infringing activity allegedly committed by Warner
22 Brothers. The letter states Warner Brothers' position, evidenced by the following:

23 "I can best do that by referring you to my May 19, 1999 letter to Ms. Stewart. You
24 didn't mention that document in your letter, so in case you have not seen it I enclose
25 a copy for your review. In the letter, I explain in some detail why her claim lacks
26 merit. Obviously, there is no point in repeating that detail here. I will summarize our
27 reaction to the claim as follows:

28 1. The Third Eye and The Matrix hardly resemble each other. They are very

1 different stories, differing in setting, characters, and plot. The few elements
2 of similarity that exist fall way below the level of protectible expression, and
3 even those elements are treated very differently in the two stories. The
4 legally required infringement standard – substantial similarity – is not
5 approached here.

6 2. Ms. Stewart has offered, and have found, no evidence whatsoever of access
7 to her unpublished work. As you know, courts in copyright cases will not
8 accept mere possibility or speculation as a basis for establishing access.

9 Without credible evidence of access, there is simply no case.

10 Regarding your question about the source of *The Matrix*, the answer is simple. There
11 is no “source work” in the sense of some underlying work published in another
12 medium. The film is based on an original screenplay, and screenplay contains an
13 original story created by its authors.”

14 Attached hereto and incorporated herein as *Exhibit 19* is a copy of the letter mailed from Warner
15 Brothers’ legal department as described herein above. Also attached hereto and incorporated herein
16 as part of *Exhibit 20* is a copy of the 19 May 1999 letter from Warner Brothers to Stewart.

17 45. On June 10, 1999, plaintiff filed an in person written complaint with the Federal
18 Bureau of Investigation (“FBI”) with the Salt Lake City, Case No.: 295-0-25/195- SU-0, White
19 Collar Crime Branch re: Copyright Infringement (295C) about the alleged federal copyright
20 infringement committed by the Wachowskis, Joel Silver, Warner Brothers in concert with others,
21 of plaintiffs’ protected literary works. Attached hereto and incorporated herein as *Exhibit 21* is
22 a copy of the FBI complaint filed by plaintiff.

23 46. In 2001, plaintiff had a telephone conversation with Salt Lake City FBI agent Robin
24 Arhard about the FBI’s investigation. Arhard specifically told plaintiff during this conversation that
25 the FBI White Collar Crime Section investigators had conclusively established and identified each
26 and every character in “*The Matrix I*” as the characters that were the literary creation of plaintiff’s
27 original characters identified and described within “*The Third Eye*.” Arhard also told plaintiff that
28 she should have her attorneys subpoena the FBI for the evidence in the FBI investigative files.



From the Desk Of:

ASAC WILLIAM H. DUFF
WHITE COLLAR CRIME BRANCH
DIVISION 2 - BRANCH "2"

X2802

DATE 7/6/61



— ADIC MAWN
— SAC _____
— SAC CORDIER
— ASAC _____
— ASAC _____
— CDC _____
— _____

— CSSA [REDACTED]
— SSA [REDACTED] (C-1)
— SSA [REDACTED] (C-2)
— SSA [REDACTED] (C-3)
— SSA [REDACTED] (C-4)
— SSA [REDACTED] (C-8)
— SSA [REDACTED] (C-12)
— SSA [REDACTED] (C-14)
— SSRA [REDACTED] (C-21)
— SSA [REDACTED] (C-28)
— SSA [REDACTED] (C-33)
— SSA [REDACTED] (C-35)
— SSA [REDACTED] (C-37)

b7c

— JANIE
— MARY ANNE

RE:

.....
Please Expedite _____ For Info _____ Please Handle _____
For Approval _____ Please See Me _____ See Attached _____
.....

Looks like a 295 E case.



NOTES: (1) All entries must be typewritten or printed in ink. (2) All entries must be legible. (3) All entries must be in English. (4) All entries must be in the present tense. (5) All entries must be in the first person. (6) All entries must be in the active voice. (7) All entries must be in the past tense. (8) All entries must be in the third person. (9) All entries must be in the passive voice. (10) All entries must be in the future tense. (11) All entries must be in the second person. (12) All entries must be in the imperative mood. (13) All entries must be in the infinitive mood. (14) All entries must be in the gerund mood. (15) All entries must be in the participle mood. (16) All entries must be in the noun mood. (17) All entries must be in the adjective mood. (18) All entries must be in the adverb mood. (19) All entries must be in the pronoun mood. (20) All entries must be in the preposition mood. (21) All entries must be in the conjunction mood. (22) All entries must be in the interjection mood. (23) All entries must be in the exclamation mood. (24) All entries must be in the question mood. (25) All entries must be in the command mood. (26) All entries must be in the suggestion mood. (27) All entries must be in the warning mood. (28) All entries must be in the request mood. (29) All entries must be in the permission mood. (30) All entries must be in the prohibition mood. (31) All entries must be in the allowance mood. (32) All entries must be in the refusal mood. (33) All entries must be in the agreement mood. (34) All entries must be in the disagreement mood. (35) All entries must be in the approval mood. (36) All entries must be in the disapproval mood. (37) All entries must be in the praise mood. (38) All entries must be in the blame mood. (39) All entries must be in the reward mood. (40) All entries must be in the punishment mood. (41) All entries must be in the encouragement mood. (42) All entries must be in the discouragement mood. (43) All entries must be in the consolation mood. (44) All entries must be in the comfort mood. (45) All entries must be in the support mood. (46) All entries must be in the assistance mood. (47) All entries must be in the help mood. (48) All entries must be in the aid mood. (49) All entries must be in the service mood. (50) All entries must be in the duty mood. (51) All entries must be in the obligation mood. (52) All entries must be in the responsibility mood. (53) All entries must be in the accountability mood. (54) All entries must be in the liability mood. (55) All entries must be in the ownership mood. (56) All entries must be in the possession mood. (57) All entries must be in the control mood. (58) All entries must be in the management mood. (59) All entries must be in the supervision mood. (60) All entries must be in the direction mood. (61) All entries must be in the guidance mood. (62) All entries must be in the instruction mood. (63) All entries must be in the teaching mood. (64) All entries must be in the learning mood. (65) All entries must be in the study mood. (66) All entries must be in the research mood. (67) All entries must be in the investigation mood. (68) All entries must be in the exploration mood. (69) All entries must be in the discovery mood. (70) All entries must be in the invention mood. (71) All entries must be in the creation mood. (72) All entries must be in the production mood. (73) All entries must be in the development mood. (74) All entries must be in the growth mood. (75) All entries must be in the progress mood. (76) All entries must be in the improvement mood. (77) All entries must be in the enhancement mood. (78) All entries must be in the enrichment mood. (79) All entries must be in the elevation mood. (80) All entries must be in the exaltation mood. (81) All entries must be in the glorification mood. (82) All entries must be in the glorification mood. (83) All entries must be in the glorification mood. (84) All entries must be in the glorification mood. (85) All entries must be in the glorification mood. (86) All entries must be in the glorification mood. (87) All entries must be in the glorification mood. (88) All entries must be in the glorification mood. (89) All entries must be in the glorification mood. (90) All entries must be in the glorification mood. (91) All entries must be in the glorification mood. (92) All entries must be in the glorification mood. (93) All entries must be in the glorification mood. (94) All entries must be in the glorification mood. (95) All entries must be in the glorification mood. (96) All entries must be in the glorification mood. (97) All entries must be in the glorification mood. (98) All entries must be in the glorification mood. (99) All entries must be in the glorification mood. (100) All entries must be in the glorification mood.

Shelley Productions
Warner Brothers

Copyright Infringement (2950)

Complainant: ☒ Person ☐ Corporation
Sofia Stewart, aka
Sofia Stewart

Complaint received: ☐ Personal ☒ Telephone Date: **06/10/1999** Time: **2:00 pm**

Complainant's address and telephone number:
4351 N. Redwood Rd., Apt. 1, SLC
801-575-8487

Complainant's DOB: **[REDACTED]** Sex: **Female**

Age	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	Height	Hair	Build	Birth date and birth place
Age	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	Weight	Eyes	Complexion	Social Security Number
Scars, marks and other data					

Employer: _____ Address: _____ Telephone: _____

Vehicle Description: _____

Facts of Complaint:

On 06/10/1999, complainant advised the movie entitled "The Matrix" is an infringement of her copyrighted material. In 1983, the complainant obtained a copyright for her science fiction epic entitled "The Third Eye". She subsequently employed the services of [REDACTED] (around 1983-1987) for the purpose of creating a comic book from her science fiction epic. Nothing transpired regarding the creation of the comic book. A few years ago, [REDACTED] created a comic book based on her science fiction epic and without advising her that the comic book had been created. (NOTE: Complainant did not learn this until after "The Matrix" had been released to movie theaters). [REDACTED] took the science fiction epic to several movie producers who

795-0225

SEARCHED INDEXED
SERIALIZED FILED
JUN 30 1999
FBI - SALT LAKE CITY

indicated they were not interested. [REDACTED] eventually took the manuscript to [REDACTED] of Silver Production who had some connection with Warner Brothers Studio. [REDACTED] was very interested in the manuscript and had [REDACTED] prepare 500 story board pictures illustrating what the manuscript would look like as a movie. [REDACTED] took the story board pictures and purchased the manuscript (around 1995-1996). [REDACTED] subsequently sold the manuscript to Warner Brothers who, in turn, produced the movie "The Matrix." The copyright infringement includes the original draft and drafts, logos, illustrations, the comic book, character analysis of the characters, etcetera. b7c

Complainant said she called the United States Attorney's office approximately one to two weeks ago and asked a female AUSA (name not recalled by complainant) if this is a case they would be interested in pursuing. The female AUSA indicated yes and advised her to contact the FBI. Writer attempted to locate the AUSA who talked with the complainant but was unable to locate any of the female AUSAs working white collar crime. As a result, writer discussed instant matter with AUSA Gregory Diamond who advised that they would be interested in the case if there was criminal conduct. AUSA Diamond explained that although this is a civil matter, the FBI would have to investigate the case in order to determine if criminal statutes were violated.

Complainant has already retained the services of a civil attorney, David G. Turcotte, 1101 South 800 East, SLC, Utah 84105, telephone number 801-364-4853.

Complainant indicated that the criminal prosecution means more to her than the civil suit and that she has a plethora of physical proof to substantiate her allegations.

Character Breakdown

”Start doing the things you think should be done, and start being what you think society should become. Do you believe in free speech? Then speak freely. Do you love the truth? Then tell it. Do you believe in an open society? Then act in the open. Do you believe in a decent and humane society? Then behave decently and humanely.” Adam Michnik

The FBI’s investigations of the “Terminator” and the “Matrix” movies has an interesting revelation. The Federal Bureau of Investigations used a lot of time questioning and took notes from Ms. Stewart’s claims. They took Ms. Stewart’s case line-by-line and unfolded the cover up. One needs not to go through the analysis and say so what? That alone would be a reaction I mentioned earlier on that we cannot say that we are good by ignoring important issues. We must be able to cross the bridge and come to the other side in order to be pleased when ever we hear that justice still reins and can be on our side in our hopeless world.

The FBI’s way of explaining the analysis is the best so far and it is an explanation that can never be forgotten. One could close their eyes and the revelations would still be there as clearer as daylight.

It is also fascinating that one can suddenly see an end to this case, and Ms. Stewart walking out breathing a sigh of relief as she receives her recognition and the reward she deserves. And even if the defendants’ attorneys try hard to compare this case with other cases, this case is unique, just as Sophia Stewart is.

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, participate when called
upon)

Trifina
5’7”, 120 lbs., pure heart, playing
always symbolic majority part in
the background, awareness of all
that takes places, like an angel)

Awn
(Passive in nature, goes along to
to a certain extent with what is
decided, betrayer; 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
same men.

Dome Hidden city above Earth

(Hidden city above ground)

Spacestar Ship
(highly computerized futuristic ship)

The Infringing Work

“The Matrix I-III”

Neo, “One”, an Anagram for
One.

Tank
(Same characteristics)

Apoc
(Same characteristics)

Oracle

(Same)

Morpheus
(Same – verbatim)

Trinity
(Same-verbatim)

Cyper
(Same)

Mouse
(Same)

Switch

3 Agents Levels that the
became the same men.

Zion Hidden city below

(Hidden city above
ground)

Nebchadnzzar Ship
(highly computerized
futuristic ship)

Advanced computers
(alien being different composition,
not human)

Guardian Eyes Logos
Guardian human eye logos

Rebels

(Rebels 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 the theme of the story)

Narrative

Ending

(Perpetual existence)

Begin again

Good people walked out of I-Khan

(transnormal effect of entry and exit
from body)

I-khan is blind

(Character ascends to power
after incurring blindness)

Golden beams emanate from his eyes;
ascends to power after incurring
blindness

Girl is captured & held hostage

Advanced computers
(created by computers not
human)

Sentinel Eyes Logos
Sentinel human eye logos

Rebels

(Rebels 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 the theme of
the story)

Narrative

Ending

(Perpetual existence)

Begin again

Good people walked out of
I-Khan

(transnormal effect of entry
and exit from body)

Neo is blind

(Character ascends to power
after incurring blindness)

Golden beams emanate from
his eyes; ascends to power after
incurring blindness

Morpheus is captured & held
hostage

(Character captured, held hostage for portrayal)

Rebels (ships) die as treatment
(rebels on ship die in testament
and belief that I-khan is the one)

I-khan human side dies (reborn)

(Reborn without corruption)

I-khan is foretold as the one
(Prophecy foretold character as the one)

Plot introduction year 2110 A.D.
(time frame)

I-khan spiritual happening (hallucinatory)

Awakening, self recognition to
his purpose

Rebels (ship) knew he was the one
(rebel band recognized I-khan 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-khan and rebel band send forth optical
projections of images of themselves to
engage in battle

Programmed the mind-computerized
warfare – to teach (programmed the mind
for computerized warfare and combat)

In space I-khan develops his alien side
and inherits special powers)

(character captured, held
hostage for portrayal)

Rebels (ships) dies as treatment
(rebels on ship die in testament
and 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 spiritual happening
(hallucinatory)

Awakening, self recognition to
his purpose

Rebels (ship) knew Neo
(rebel band recognized Neo.)

Sentinels were doing the same
(government sent sentinels to
kill rebel band)

Special effects

Neo and rebel band send forth
optical projections of images of
themselves to engage in battle

Programmed the mind (same)
programmed the mind for
computerized warfare and
combat)

In space Neo develops his alien
side and inherits special powers)

Protected Literary Work
Sophia Stewart – “The Third Eye”

Quote: “We will be back”

Identical plot

Identical characters

Identical settings

Spans past, present, and future

Iceus

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

The Infringing Work
“The Terminator I-III”

Quote: “I’ll be back”

Identical plot

Identical characters

Identical settings

Spans past, present, and future

Sara Connors

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

In Sophia's own words:

"The public has been lied to and they need to know the truth about who really wrote "The Matrix and The Terminator."

It is not a wonder that Warner Brothers removed, cut out, and destroyed more than thirty minutes of the original production of the motion picture the "Matrix" to avoid civil and criminal charges of copyright infringement, from Sophia Stewart's "Third Eye" manuscript claim; which dates back to 1981, as acknowledged by the Federal Bureau of Investigations.

June 13th, 2004. Sophia Stewart's press release read:

"The Matrix & Terminator movie franchises have made world history and have ultimately changed the way people view movies and how Hollywood does business, yet the real truth about the creator and creation of these films continues to allude the masses because the hidden secret of the matter is that these films were created and written by a Black woman... a Black woman named Sophia Stewart. But Hollywood does not want you to know this fact simply because it would change history. Also it would encourage our Black children to realize a dream and that is... nothing is impossible for them to achieve!"

"The Terminator and the Matrix are one film. They have just been made to look like independent creations."

Talking about independent film creations; I have read in my research on the Internet that films are often made to look like independent creations when in fact it is a common system in the film industry. That most of the films we watch today are not new films but versions of other older movies. For example that the "Die Hard" movie from 1988 is a remake of "Rambo" from 1987. The action was done differently by changing the Vietnam scene and bringing in a modern scene from Los Angeles offices. And that the movie "Speed" from 1994 is "Die Hard" on the bus, and that "Air Force One" from 1997 is "Die Hard" on the plane. And "Cliffhanger" from 1993 is "Die Hard" on the mountain, and that "Under Siege" is "Die Hard" on a boat, and we could go back and start with "Speed II" as "Die Hard" on a bigger boat and the game goes on.

Excerpted from John Cones' book: How the Movie Wars Were Won
Orion and Hemdale sued by Gale Anne Hurd, James Cameron and Arnold Schwarzenegger: The Terminator producer (Gale Anne Hurd), writer/director (James Cameron), star (Arnold Schwarzenegger) and special effects supervisor (Stan Winston) sued Hemdale and Orion in October of 1990 seeking “ . . . unspecified damages, payment of profits owed and court costs.” According to the suit, Hurd's production company was to receive 60% of the net profits that The Terminator generated, while Cameron was to receive 10%, .Schwarzenegger 5% and Winston 2%.

The plaintiffs alleged that Hemdale and, to a lesser degree, Orion “ . . . underreported rentals, improperly claimed incidental expenses as distribution fees and over reported travel and other expenses.” In addition, the suit claimed that Hemdale entered into “ . . . certain ancillary agreements that altered the creative team's original deals, including a 30% underwriting of the production by Eurofilm Funding that caused profits to be diverted and a \$372,076 loan to be paid out of distribution fees.” The Terminator suit was the second time within a two month period that a creative team headed by Cameron and Hurd sued the studios that released their films. The pair (along with others creatively involved) sued 20th Century Fox over profits from the 1986 film Aliens. James Cameron subsequently went out and secured his own funding for future films, Schwarzenegger may be too big at the box office, for the moment, to be hurt by such litigation, but Gale Anne Hurd's next movie (The Waterdance was released by independent Samuel Goldwyn in 1992), although her other 1992 effort (Raising Cain) was released by 20th Century-Fox. Again, it would be important to know whether the 20th Century- Fox suit was settled.

1985 Hemdale and HBO co-financed “The Terminator” with Orion Pictures, which had foreign rights and first right of refusal on domestic distribution.,

1992 Lightstorm entered into a five-year global-distribution agreement. Under the arrangement, Twentieth Century Fox handles the company's product in North America, Puerto Rico and France; Nippon Herald in Japan; Artistic Associate in Italy; Jugendfilm in Germany; and Universal in the rest of the world (though Universal's foreign theatrical and home-video distributors, UIP and CIC, respectively, handle the properties in most of those territories, including such major territories as the United Kingdom, Australia and Spain).

Lightstorm agreement for toy manufacturing and distribution software games and toys, areas in which previous Cameron films have generated tremendous revenue, according to Lightstorm president Rae Sanchini, who runs Cameron's company. Other key personnel include CFO Carol Henry. In a further diversification, Lightstorm Music Inc. (LMI) was established in January 1993. Headed by Randy Gerston, it is joint-ventured with Sony's music affiliates. The unit handles music supervision for Lightstorm and other films ("Renaissance Man," "Tombstone"). Says Gerston, "That's an area we want to expand."

Terminator Movie Trivia Arnold Says" The movie had a successful domestic, and later foreign, theater run; and went to become one of the most rented videos of the time. Of course "I'll be back" became part of American pop-culture. Schwarzenegger became an American icon, the movie was an instant classic, and Cameron became the hottest new director in Hollywood

Terminator Movie Trivia "The Terminator" was part of his recovery from that disastrous first experience, and Cameron sold the rights to Hurd for \$1 and the promise that she would never let anyone else direct it.

Terminator Movie Trivia Cameron was disappointed when Orion, who had later opted in to share the costs with Hemdale on the movie, wouldn't promote in other way than a sci-fi movie of the week. They expected it to last a week or two and didn't think highly of the film.

Copyright Holder Cinema '84, A Greenberg Brothers Partnership
Greenberg Brothers Adam cameraman With "The Terminator" (84) he managed his breakthrough at the latest. The capabilities of Greenberg were brought into play for comedies (Three Men and a Baby (87), music portraits (La Bamba (87), adventure movies.

THE FACTS YOU DON'T KNOW

- Did you know that Sophia Stewart owns the original copyrights (1981, 1983 and 1984) for *The Third Eye*, the manuscript from which *The Terminator* and *The Matrix* franchises were produced?
- Did you know that Sophia Stewart's book entitled "The Third Eye" was with Fox Studios for five years (1981 –1985)?
- Did you know that Fox Studios released Stewart's work (*The Third Eye*) in 1984 as *The Terminator* and it was not until the Federal Bureau of Investigation (FBI) notified her in 2001 that she learned about the theft?
- Did you know that in 1986, Sophia Stewart submitted *The Third Eye* to the Wachowski brothers and they never replied?
- Did you know that the 1994-copyrighted script titled *The Matrix*, owned by the Wachowski brothers, bears no resemblance to the 1999 movie release?
- *Did you know that this same '94 copyright was never shown to the State judge during Larry Wachowski's divorce proceedings in 2003 and was never entered in the Federal court of Sophia Stewart's case?*
- Did you know that in July 2003 in an unrelated case Lawrence Wachowski said that he and his brother wrote *The Matrix* in 1993 and later on in that same case said it was not true?
- Did you know that the FBI investigated Stewart's case because criminal copyright infringement is a federal crime?
- Did you know that the FBI found that *The Terminator* and *The Matrix* were based upon Sophia Stewart's Epic *The Third Eye*?
- Did you know that there have been several revisions to the original *Matrix* movie released in 1999?

- Did you know that direct quotes were taken from Sophia Stewart's work, *The Third Eye*?
- Did you know that an introduction was taken out of Sophia Stewart's Epic "The Third Eye" and was used in verbatim for the opening of the original Matrix movie?
- Did you know that in 1999 Warner Brothers tried to settle the case with Sophia Stewart and negotiations broke down when she was advised not to settle by a studio insider?
- Did you know that in 2003, after waiting for the FBI to take action, Sophia Stewart went to court to fight for her rights as copyright owner?
- Did you know that the defendants hired the first judge's son to defend them after the case was filed and that Judge Terry Hatter had to excuse himself?
- Did you know that the lawyers representing the defendants admitted "willful intent" by claiming that the statute of limitations had run out for *The Terminator*?
- Did you know that Sophia Stewart was represented by four of the most reputable law firms in the country; yet, they have not subpoenaed records & evidence, which are vital to winning her case?
- Did you know that Sophia's case was written in the Law Review September 16, 2004, has received international attention, and is being monitored by lawyers and legal organizations around the country?
- Did you know that because of the possible indictments for criminal activities related to this case including copyright infringement, obstruction of justice, collusion, duplicity, and fraud, it is in the best interest of the defendants to settle the civil case to avoid criminal prosecution?

- Did you know that *The Matrix* won four Oscars, one of which was for the special effects which Sophia Stewart created and submitted with her original manuscript?
- Did you know that by 2006, *The Matrix* and *The Terminator* film franchises have earned over \$2.5 billion dollars and to date Sophia Stewart, The Mother of *The Matrix*, has not received one dime for her work?
- Did you know that James Cameron never wrote *The Terminator* and his name is only part of the title in the '84 copyright?
- Did you know that Gale Ann Hurd's own Production Company called Pacific Western hired her as an employee to write *The Terminator* and that Hemdale Film is claiming to be the owner on the copyright?
- Did you know while in Federal Court Fox denied distributing the '84 *Terminator* yet, they did distribute the film in Germany?
- Did you know that the March 31, 1999 nationwide release of *The Matrix* movie was not registered until April 16, 1999, raising questions of ownership and of why a film would be published and released the same day?
- Did you know that Warner Brothers' claim is there is no "source work" for *The Matrix* movie?
- Did you know that Warner Brothers has stated *The Matrix* film is based on an original screenplay, and contains an original story?
- Did you know that Sophia Stewart has several letters of access from Fox and certified return receipts?
- Did you know that Carrie-Ann Moss (Trinity) starred in a 1993 Canadian television series called *Matrix*?
- Did you know that the Wachowski Brothers in a 2001 interview with Steve Hockensmith admitted they never wrote the first *Matrix* film instead they hired comic-book artist to draw the entire movie?

- Did you know after Sophia Stewart contacted the Wachowski Brothers they signed a contract with Warner Brothers to never do any interviews on *The Matrix* movie?
- Did you know in a May 13, 2004 letter to Sophia Stewart that Fox admitted to distributing “ Terminator 1 “ in the home video market in foreign territories and claim that they had limited involvement with “ Terminator 1”?
- Did you know that the Wachowski brothers had already defaulted by more than 30 days in the federal courts before Warner Brother lawyers decided to defend them?
- Did you know that an African American woman named Sophia Stewart created *The Matrix* movie?
- Did you know that the same law firm defended all eight of the defendants in *The Matrix* case?
- Did you know that Sophia Stewart’s own lawyers prevented her from going to trial because they failed to answer the admissions, failed to put in the evidence and they did not defend the opposition to block Sophia Stewart from speaking?
- Did you know that Sophia Stewart got a letter of access dated May 19, 1999 from Warner Brothers comparing her original draft of *The Third Eye* with *The Matrix* Movie?
- Did you know that all of the characters and some of the special effects in *The Matrix I* film were created by Sophia Stewart?
- Did you know that Sophia Stewart has been in the federal court system since April 24, 2003 -- over three years?
- Did you know that the quote “Ill be back” made world famous by California Governor Arnold Schwarzenegger was created by Sophia Stewart, and is a direct quote from Sophia Stewarts Epic *The Third Eye*?

- Did you know that Sophia Stewart has already made history because her *Matrix* case is recorded in the courts and has been heard and read about around the entire world?
- Did you know why Sophia Stewart was prevented from going to trial and why going to trial would have sent the defendants to jail?
- Did you know that the FBI violated Sophia Stewart's Civil & Constitutional Rights because she did not get due process of the law, and the government failed to protect her copyrights?
- Did you know that the Oracle in *The Matrix* movie was based on the real life of Sophia Stewart?
- Did you know that Sophia Stewart has been using *The Matrix* and *Terminator* for years and no countersuits have ever been filed?
- Did you know the defendants have never denied that Sophia Stewart wrote *The Matrix* or *Terminator* in the media or the courts?

The Saga Continues

MAN WANTED TO LIVE FOREVER!

SOUL-LESS

SOPHIA STEWART

"the mother of the matrix"

SOUL-LESS

SOFIA STEWART

©1999

Sofia Stewart's book called **"Soul-less"**

1. *The Plague*
2. *The beast among us*
3. *Time-Travel*
4. *The Trackers*
5. *The Z Chip*
6. *The Device*
7. *Serial Killers*
8. *Flesh Eaters*

This is my table of contents

I think this book should be in Epic form or an Epic story.

I am in the process of developing this property for a movie (film).

I first started working on this material in the year of 1999.

I wanted to do something original...actually something deep and spiritual.

I think the public should be made aware of a deeper purpose then just simply existing!

I want the most common man to question him-self and all that may threaten his environment.

I think we all should take a look inside and see if we like what we find. I am searching for the spiritual quest and the deeper meaning of life. I guess you could say I am looking for "God." All my work will be an expression of this quest and all will recognize this trademark. It is the essence of my soul and my reason for being. It is my writing style and it was developed and molded years ago as my life began to take shape. People tried to take credit for the work I did many years ago and I was very surprised and hurt about this. I did not think that man would stoop so low to defraud the public by passing of my work as their own.

This is indeed what happened to me on March 31, 1999 when I first saw the movie "The Matrix." This was clearly my work in all its glory. I was surprised at how much of my work was copied.

SOUL-LESS

THE PLAGUE

THE BEAST AMONG US

TIME-TRAVEL

THE TRACKERS

THE Z CHIP

THE DEVICE

SERIAL KILLERS

FLESH EATERS

SOUL-LESS

CAST:

LYLE TREXX
DR. RYL BOL
LIZABETH BROWNLEY “LIZ”
RON TRACEY
MICHEAL CAGE (LAYMAN 1)
ROBERT KIMBLE (LAYMAN 2)
TRACKER 1 (ORM)
TRACKER 2 (STAR)
TRACKER 3 (LICK)
TRACKER 4 (TIL)
TRACKER 5 (SPAWN)
TRACKER 6 (CHANCE)
FLESHEATERS

OPENING:

The film opens with a beautiful poem written by Robert Browning
dedicated to the love of his life “Elizabeth.”

... We see giant drops of water falling as though someone were weeping,
and because of this action we see pools of water... beautiful blue water
that slowly dissolves, and fades into the story.

SOUL-LESS

All are not taken; there are left behind
Living beloveds, tender looks to bring
And make the daylight still a happy thing,
And tender voices, to make soft the wind:
But if it were not so- if I could find
No love in all the world for comforting,
Nor any path but hollowly did ring
Where 'dust to dust' the love from life
 disjoined,
And if, before those sepulchers unmoving
I stood alone, (as some forsaken lamb
Goes bleating up the moors in weary
 dearth,)
I know a Voice would sound, "Daughter,
 I am.
Can I suffice for heaven and not for earth?"

Elizabeth Barrett Browning 1861-

SOUL-LESS



SOUL-LESS

The Frankensteins of the future (2520 A.D. being the 22nd century) were flesh-eaters.

They ate upon the Earth's population like cannibals. These soul-less things were born without souls. They were made in human form but born without human souls. These creatures did not get the spark of life from GOD therefore they were not created in his image! GOD gave man dominion over the Air and the Earth and this power was good... and so man began to use this power that God gave him. Man began to create bodies, countless of bodies without souls. Over the years man used many devices such as test tube babies, the Petri dish, artificial insemination, and in 1996 cloning finally becomes a reality because man is able to use all the technology available to him.

Man became vain and did not want to die... **He wanted to live forever!**

SOUL-LESS



SOUL-LESS

This proposed motion picture is a work of science fiction that deals with the future of Earth during the year 2520 A.D. During this period many technological advances had been made, and many great changes had come upon the Earth. The people of Earth now deal with the newly created Frankenstein of this particular period and the “plague” of the flesh eaters. In the past the scientists claimed they were looking for medical wonders... new designer drugs for the many diseases that had no cure. The scientists felt if they could map our DNA, they would soon have the answers to solve the many problems that plagued our earth’s population... all because man did not want to die! The scientists became vain and started to play “GOD,” they thought they knew what was best for us, and so they finally broke the genetic code, and added high tech devices of their own. One of these devices was a chip called “Z.” This chip was named after an unknown radical gene (found right after the first body was successfully cloned), called Zip. This incredible gene was called Zip because of the unstable energy found in it and the speed it had... the scientist who discovered this gene is also the same one who created this chip. This scientist was known as **Ryl Bol**...

Ryl was nothing like the other scientists working on the same project... he was what one could consider an outlaw, because he did not follow the mainstream of science... he was always looking for unethical methods to get credit for, and he did not care who was hurt by his discoveries...as long as he was celebrated for his accomplishments! He

SOUL-LESS

did not even check his work out thoroughly enough at all times to see if his inventions were safe... he was a very unscrupulous person.

Ryl Bol wanted to be the first to create an indestructible body, because he was vain, and because of his vanity he wanted to live forever and since he had this great desire... this great burning desire... he decided to do something about it. It was not long before he discovered, and invented, the first indestructible body. His first creation was an indestructible body called **Ava**... she is a female that **Ryl** is perversely in love with. This was a glorious discovery for **Ryl**, because at the same time he made his discovery, another scientist by the name of **Lyle Trexx** had just discovered Time-Traveling, and the secrets behind it.

SOUL-LESS



SOUL-LESS

It took man some time to understand that you could not take your body into time (space), because it was solid matter, and **Trexx** found to his amazement that it was impossible to take solid mass into another composition that was apposed to it! **Trexx** and **Bol** were always in competition for the same prize (they both worked for **Mestec**), and that prize was to be the head honcho at the top, the only CEO who would be in charge, and running things at **Mestec International**... a multi-billion dollar company who was way ahead of all the other giants in the field... as far as technological advances were for that period. **Trexx** was only 28 years old at the time of his discovery, and had a great edge on **Dr. Bol** who was considerably older... **Ryl** was at a point in life that he was quite desperate... there were many men his age who had already been retired in a company that thrived off the virtue of youth. **Ryl** knew his time was short, and that he would have to come up with something else besides indestructible bodies... he wanted to stay on top, and he needed some insurance for that, so he secretly created (unknown to others in the company) the flesh-eaters. He felt that if the company ever tried to get rid of him he would use these creatures on them, and so he felt very powerful and cocky... he also knew something else... once these soul-less things were unleashed... there would be no way of going back, because it would be no weapons or anything else to destroy them... at least nothing on earth.

SOUL-LESS



SOUL-LESS adam & eve, the beginning

SOUL-LESS

Soon after, a great dispute with the company caused **Ryl** to unleash the flesh-eaters upon the population and because of this a plague developed on earth... with nothing to stop it.

We see **Trex** busy in his lab trying to find a solution to this problem... he has created six trackers to hunt these creatures, and kill them, but it is discovered that he must travel back in time... back into the past to London, England in the year 1861, and study old Dr. Frankenstein's creation of life so that he is able to create a device to bring back to the year 2520 in order to kill these monsters. While **Trex** is visiting the past and gaining what he came for... a dilemma occurs when he falls in love with a beautiful woman in her middle thirties by the name of "**Liz**" (Elizabeth Brownley), and she does not know that **Trex** is a time traveler... she has given him her heart, and he in turn has fallen in love for the first time! He has the missing ingredient to the weapon in hand... but now a choice has come to him, because he cannot bring her back with him. He must either stay for love or bring back what is necessary to save mankind. Only **Trex** can make the great sacrifice that is needed... he and only he must wrangle his way out of this!

In the end **Trex** does what is right, and because of this decision, things are set right.

God gave man the power to create in the air and on the earth, and with this knowledge, man was able to become a tyrant, and he used technology to dominate.

SOUL-LESS

No one could imagine that in the future this business of “soul-less” bodies would get out of hand and create what the prophecy of the bible predicted. The prophecy being that a great “plague” would take place in the near future... that future being the 22nd century!

You see... life as we know it comes from a spiritual being and His name is “Creator”... only He can give man a “Soul!”

You see the spark of life came from God...that spark that is created in His image. For many centuries man failed to grasp this knowledge. The image of God was to be like God having the ability to determine Right from Wrong. Our CONSCIENCE is the image that is God-like, and it is created in the Almighty’s image.

It all started in the Garden of Eden when Adam and Eve were forbidden to partake of the tree of knowledge... for the beast would inquire unto Eve to eat of the tree of knowledge in which God had commanded them not... He told Eve to “eat the fruit and become like God ... no harm shall come because of this.” You, Eve would know what was Good and what was Bad and after this CONSCIENCE was born in them even though The Beast told the truth about the fruit of the tree... he lied about the punishment because SIN was born in them... and unto the world, and through Sin, DEATH came about. However, before this spark, or image, Adam and Eve were both the first Soul-less bodies created from the earth with life breathed into them. Many generations of mankind came from this beginning all created with SOULS. All The Beast had done was to change

God’s plan for mankind... to such an extent that it would now speed up

SOUL-LESS

these plans for evolution. Why not give man, if he proved worthy, the ETERNAL SOUL so that man may live in service forever with God... because nothing and I mean nothing would alter these plans... for these plans would succeed!

Even though all these events were of undue timing for God... He was glad of one fact and that was that the beast had not tempted Adam and Eve to partake of the tree of Life (because of the rebellion and disobedience of the two), to do so would not only have given them conscience of God... Adam and Eve would have become gods and they would then be unable to be destroyed... making them ETERNAL BEINGS with no end. So this pair brought in sin and death and took peace from the earth and so became the first rebels. This is why the beast lives among us. All of these things would be corrected later. Mankind was set in his nature and because of this he would rebel and be disconsolate all through history. It only got worse as time went on...

SOUL-LESS



SOUL-LESS

It didn't take man long to abuse this gift of power that was taken from God. Man began quickly to create Frankenstein's Monsters who were flesheaters. They ate upon the Earth's population like cannibals. These soul-less things were born without souls, because man began to create bodies, countless bodies all without souls. They were made in human form, but without human souls. These creatures did not get the spark of life from God... therefore they were not created in his image!

After the cloning took place, man was finally able to use all the technology available to him... man thought of glory, and he became vain, and because of his vanity... man wanted to live forever! Man did not appreciate the image of being like God; he wanted to be a God and so he created the soul-less bodies and tried to reach heaven. He wanted to set his kingdom unto the heavens, above God's kingdom, so that he could look upon the Earth and abuse it. He had no great love or respect for anything God had created, including himself... HE DID NOT KNOW GOD! And because of his failure to learn the truth, man is unable to communicate or pray to God!

Man's failure to know God has brought about his own destruction and the plight of his unhappiness, but he blames God for his problems, not The Beast who dwells among us. The Beast has blinded man unto his own nature and has deceived him and continues to keep him in bondage with distractions and denials. Man's disobedience caused a "plague" to come about on mankind and in the end all of mankind will be destroyed if this

SOUL-LESS

great “plague” isn’t destroyed or stopped. If this plague is not stopped in time all that will be left of civilization will be the great buildings and skyscrapers... other monuments created by man just like the old civilization of the ages. These buildings and monuments of old are still standing as a testament to the great civilizations but the questions asked were... what happened to the people? What “plague” destroyed these great races and the dinosaurs?

But soon now, in the future, the people will finally get the answers that have been a mystery to them for centuries... these questions will go well into the past millennium (year 2000 A.D.). The plague that revelation spoke of will destroy the people of the future, thus creating no future! The plague would be an epidemic but not a disease, but in reality, a scourge of evil worse than anyone can even imagine! A “plague,” a scourge on mankind, will be created and man will find himself needing a device to stop it and in time will use this weapon once it is found.

We see the year 2520 A.D., and the many new discoveries of that period. In a large building with many technological wonders and machinery we find a group of scientists helping many people to choose bodies. These scientists (three) work for the giant mini-conglomerate called **Mestec**. **Ryl Bol** is its leading scientist, because of his discovery of the Z chip. He is also in charge of the other two men called layman. It is the layman's jobs to help the customers of **Mestec** to choose the right designer bodies that will fit their need during time travel. It is finally discovered that the body of a man cannot travel through time with him... it is also a reality for man that it is his essence or shadow (called a twin) that really separates causing death. Our twin is actually the one who sees through these windows, or eyes of the body we at the present are occupying, and we can stay in these zones and spaces for only a short while... as long as we remain emotionless.

Thoughts travel just as time travels into space, and it is all done in the twinkle of an eye! Our twin is a print or shadow of our actual body and it is related to thought... in other words, it is composed of the same matter as thought. It also occupies the same space as thought, and it may travel at the same speed! Our twin is able to time-travel through the three doors called past, present and present future. These doors or gateways are all composed of this same matter...they are like prints or shadows and are governed by time and speed. When we slow our speeds... our twins can go into the past and when our speed or time increases we may see

SOUL-LESS

some of the future, but we can never completely enter the future... it is cut off from us, because God does not allow it. The past and the present are interchangeable to us and only minutes, days, weeks and months are available to us when visiting the future during time travel. Man never in the past could understand how to time travel, because he thought he could take his physical body (which is composed of solid matter) to time travel and he was never able to do it until far into the future wherein a man, or scientist discovered the truth.

Ryl's designer bodies are used for time traveling...

The Laymen are there to help people find the right bodies for their needs or comfort. It is known that one must not get emotional when you are visiting different zones during time traveling. Your emotion will cause a vacuum to occur, and then you will be sucked out of the period against your will... before it is time to complete what you were there for. So it is important that you choose the right body for travel. **Michael Cage** and **Robert Kimble** were the two laymen in charge of this area... they were working under **Ryl**. They wanted **Ryl** to be the next CEO, and so they were very loyal to him!

They were very good at their job... sometimes too good.

SOUL-LESS



It is discovered that the two had purposely entered **Trex**'s lab late one night to adulterate and pervert one of the trackers. It would be a surprise to all of us, which of the trackers had been exposed... you see there is no way of knowing which one it was until it made a move to reveal itself. After this knowledge is found out by **Trex**'s friend **Tracey**... there was nothing either of them could do but wait and hope the other trackers were able to handle this situation when the problem arose. **Trex** was the head man over the division of travel at the huge biopharmaceutical company... he also had assistance by someone named **Ron Tracey** to help him with the machinery... **Tracey** was also there to make sure that protocol and procedures were followed while he, **Trex**, was conducting business. He was also very loyal to his boss and besides he and **Trex** were best friends who grew up together... so there was love and respect there. **Tracey** was the only one who helped **Trex** create the six trackers. These special creatures were more than indestructible bodies... they were each given a gift or talent to help them destroy the flesheaters. The first tracker's name was **Orm**, and he was given the gift of intelligence... the second tracker's name was **Star**, and he was given the gift of speed... the third tracker's name was **Lick**, and he was given the gift of strength ... the fourth tracker's name was **Til**, and he was given the gift of agility... the fifth tracker's name was **Spawn**, and he was given the gift of stamina... and the last of the six trackers was called **Chance**, and

SOUL-LESS

she had the most powerful gift of all, because she was able to absorb and use all the other trackers gifts at once!

The trackers were able to project their thoughts to communicate... they were also able to cross other boundaries, because they were able to tear away matter and step into the void to hide... because matter could no longer hamper them. The Z chip gave them other abilities and power. Even with all the beauty and magnificence... these creatures had a flaw... and the flaw was that they could not tell the difference between a flesheater and a person with a soul.

The soul-less flesh-eaters were crafty beings and the people with souls were not. People would simply disappear... never to be seen again nor heard from... no bones were found... no evidence because they were eaten! The question was “How do you tell a soul-less being from a human born with a soul?” The answer was simple -- you couldn’t, and that was the reason why they needed a device to destroy these monsters. These things were hunting and eating people and they had to be stopped.

SOUL-LESS

The device that **Trexx** creates in the past will be the only way of identifying them so that they will be able to be destroyed. This device is able to see into their eyes... and what is projected back is like... looking into a pool of darkness. This machine is able to pick up no reflections in the eyes. Their eyes are not like mirrors... but it was more like a dull smooth surface of emptiness... purely devoid of any emotions or life! It was like looking into a deep pit of nothingness... after all, they only had material bodies... there was no spark found. This machine was able to find that spark of life if it is present... and if it is not there you only have so much time to kill this thing or be eaten by it!

The plague on earth was a deadly experience for people with souls... they knew they needed a hero and they did not at the moment care where the help came from! They soon came to realize that their only savior was **Trexx** and his device... Would he bring it back in time? Would he come back at all? Will he fulfill his destiny or will he give it up for a new life and love?

THE END

Prequel

When the Gods Walked the Earth™

Sophia Stewart

©2001

WHEN THE GODS WALKED THE EARTH



WHEN THE GODS WALKED THE EARTH

Thousands of years before the man Jesus walked the Earth, there were ancient beings whose genetic make-up was superior to ours. Many of the Earth's Scientists and Scholars thought that these beings were Star Children. This, in fact, was so far from the truth. In reality, it was indeed far fetched. These ancient beings take their place in History during the period of the "Golden Era" of ancient Egypt. It is a time of the Kings--it is the time of what one will become--it is the time of the Pharaohs.

Before televisions, newspapers, radios, or media, etc. ... before the written word, the Scribes were the ones recording history. Before time immortal, the Scribes were the recorders of world history-- during this period we had oral documentation. It was all stored in their DNA. These beings had extra chromosomes; their genetic makeup was different from the creations of the common man. These were special beings with special gifts to photograph events, or a photographic memory was given, to store the memory of the event.

These beings did not need to read books. There were no books. These beings were created to understand vibrations--there is no such thing as "the written word." There is only numbers. We live in a world of numbers. We have always lived in a world of numbers. From birth to death you are numbered. It is written in Ecclesiastes. God created these beings to tap into the universal mind, which is Spirit. The gifts that are given these beings transcend time, or time traveling. It also transcends the understanding of man's natural mind. Man cannot grasp the knowledge or understanding of

WHEN THE GODS WALKED THE EARTH

God's wisdom. These beings have always been upon the face of the Earth since time began! They were called Time Walkers.

All living things, including the Earth itself, are vibrating, and when the vibrations cease, there is no life. The planets, the suns, and stars are all created in the image of the living God of the most high, and they will vibrate until it is time for them to rest. These scribes were special beings who were given the gift to walk the Earth, or transcend--there were also other beings called Transporters--these beings will never taste death. They were created to ascend to dimensions, or other dimensions, each Earthly rotational period--during that time these beings will go through the evolutionary process and will ascend to the period of time or place in history that needs help. When you read your Bible you have read about many of these beings. There are many stories relating to them being taken up, and you wonder, what does that mean? Let me tell you about a very special being that is a very popular story. This story is about how God brought his law upon the Earth, for his people.

This story is about Moses. This story starts in the 18th dynasty in Egypt. The Moses you know is really known as Akhenaton, which is his Egyptian name, but his Hebrew name was Moses. He did not bring the 10 Commandments; he brought the law of the ONE. The nine laws flow into the ONE. They all become one and the same, meaning that, if you start out in one place, you will eventually end up back in the same place--meaning rebirth--you will start where you ended-- you will even have memory of it until you are reconditioned and reprogrammed to create new memory.

WHEN THE GODS WALKED THE EARTH

These ancient beings who were called “The Gods” are not Star Children. The ancient ones were dimensional. They walked through time or transcended time. These Gods were 3-D or three dimensional beings, meaning, they could actually walk through time and were able to descend. They are also able to communicate with people or beings in the dimensional state. Sometime these beings can be seen in two places at the same time. Reports of this happening is often recorded in the media, or books of the unknown, or unexplained.

These Gods understood the universal laws of time and space or what one would say were the universal laws of God. They knew how to transport themselves from one dimension to another dimension. They knew how to materialize themselves and other things into being! They also knew how to scale the veils that divide the Earth from the surrounding planes and Heavens that exist. The Earth Scholars taught mankind, through books, that these beings or Star children were probably extraterrestrial. These Gods were Aliens because of their different composition from man, but not E.T.’s, and they were able to transcend time because they knew the secrets of the numbers.

Man had, for years, looked for the fountain of youth. He had written endless amount of books looking for the secrets of Eternal Youth. He thought that it was some tangible object like drinking water from a spring or some material object that he would find buried in some cave or ground or some hidden treasure yet to be discovered, not dreaming that transcending time would be his answer to immortality. All of the Mystical numbers and

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knowledge of God were written in Hieroglyphics. The word *hieroglyphics* means “hidden knowledge” because God’s knowledge was meant to be hidden from certain men. The spirit knew that in time man would corrupt all that was good upon the beautiful Earth and he, man, would try to deceive all those who had no sense of God, into believing that science was the Creator of mankind.

“Row, Row, Row, your boat, gently down the stream,
Merrily, merrily, merrily,
Life is but a dream”

Three thousands years before the Christ consciousness of truth--clothed in flesh--came upon the Earth--we were--the “One” and only from a “One,” and only! We came with “The Book of Life” to rule over the Lords who controlled “The Book of The Dead.” We were genetic aliens with compound genes and chromosomes—we were of a different composition, and nature, totally different from that of man--a strain, breed, or race like no other, who brought with us the secrets of life--the secrets of the numbers or sacred geometry. This ancient geometry is the secret science of the properties and relations of magnitudes in space, as lines, Surfaces, etc.—it is also the hidden knowledge of God. These sacred numbers also contain the secrets to ascend or ascension, to another dimension, life, or dream of consciousness! Our knowledge was already ancient, mysterious, and very difficult to understand—already centuries upon the Earth before the era of

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man or his existence upon the great Earth-- the energy was already here. Life was never created – so therefore it can never be destroyed—it has always existed! I am or I am, who I am, because I be—I exist—I exist—I live—I live—my soul!

The story starts in the 18th Dynasty when the “Crazy” Pharaoh brought the living law of “ONE” upon the Ancient Egyptians and the world. Akhenaton was called the crazy Pharaoh because the law he brought forbade the telling of lies—everything had to be truthful—even the art and paintings could not be distorted. Akhenaton was also called “The Child of The Sun,” the 13th sign of the Aton ... the Giver of the law ... the law of “One.” He taught the ancient people of his era how to worship God. He told the people the truth, and the truth is that there is only “One” God ... one power! Man lost his way when he began to believe in two powers. He gave equal power to something that did not exist. This false assumption caused lies to be born upon the Earth.

The People of that period worshiped the many Gods. The High priestess made a lot of money selling the many Gods to the people—there were many Gods of wood, stone, earth, or clay, but they were not living Gods. The Pharaoh’s army was very angry because they could not steal, rob or pillage. The people did not understand God’s invisible laws of energy that transcended upon the Earth. The energy grids are circling the Earth in all directions in harmony with certain Stars. The grids and the Star configurations are in sync, and create barriers and force fields—the Secret Societies, Masons, and illuminated Ones grew rich from the knowledge that

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was hidden from the masses in later times—that knowledge was passed down through the many generations by mouth or hidden symbolism—the man Jesus often gave the key of Heaven to the people of his time by speaking in parables—he knew that too much of anything was not good for the people’s evolutionary path—man would have to go through many lives of consciousness—many evolutions upon the Earth School before his energy could go back to the source from where it first arrived. Man lived in confusion and each passing day he grew more confused than before. He kept searching for the hidden mysteries of God—he did not know who he was or how he got here, and he certainly did not know the knowledge of God or who God is. Man kept longing for something, kept searching, and his quest and hunger steady grew--before long he discovered he had more questions than answers. The longer he was seeking, the more frustrations he encountered—never realizing that what he was seeking was inside of him--all the time it was inside of him--because man was seeking truth.

Man could barely understand the bible and yet, he finally understood that it was encoded—but what he did not know was that the bible was three-dimensional time traveling. Not only was the bible 3-D, it was also a computer with numerous programs running through it. It was the greatest mastery of technology ever invented. It was 3-D because it had the keys to our past, present, and future. If we wanted to know about our past then we would read and decode the Old Testament, and if we wanted to know what is happening to us now—we would study the New Testament. Additionally, if one wanted to know what he would become in the future, he would study

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Revelation. The small picture man was able to comprehend, but what he could not see was the big picture of his existence! He did not correlate the numbers as being the vibrations that are circling the energy grids on Earth, and that these same numbers were the hidden messages of creation that was encoded in the bible—the very same vibrations that God spoke the day that the heavens were born! Man knew about math but he did not know the important role math played in his life, especially when he was told that the written word was more important to his well being. Those who controlled the knowledge were the keepers of the secrets and they felt that the men-children of the realm were not capable of using the hidden powers that came from knowing the truth. The keepers are the ones who decided to control the population by keeping the masses in a child-like state of ignorance. This ignorance has done more harm to man than the knowledge that God created to exist, to free him from bondage! Man cannot make a choice about his spirit if he does not have the truth—for it is truth and only truth that can free a man from bondage – and yet can a man really be free of ignorance?

It is written in the bible that many of the people's names are not written in the book of the living, many will perish, yet still others will be reborn, because they will ascend—they are the ones who will not experience death. These are the beings that will rebuild the future world that has yet to come. Man can steal many things that he has created, but man cannot steal knowledge, because knowledge, which is wisdom, is more valuable than diamonds and pearls—man cannot steal what belongs to God. Give unto man what belongs to man, but also give unto God what belongs to

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him! When Moses brought the invisible law of the “One,” he explained to the people that if they disobeyed, they would come under judgment by these laws. He told the people that these laws were living energy that stood upon the Earth like sentinels. He also explained that the laws were just, and if anyone transgressed the law, he or she would be subjected to the energy, and that this same energy could bring death—the wages of sin. This information was lost with time. Man did not even understand that he could not escape what he has reaped upon the Earth, but the keepers of the secrets knew the truth of the laws and the energy that governs them. There were other men who taught lies to keep the masses confused, and in a state of ignorance. These same keepers knew that the laws were not written upon any stones. The false prophets were the ones who taught the many lies, illusions, and magic. The fathers of the church kept the hidden knowledge of God a secret. What man did not know was that math was the key that unlocked all knowledge—all secrets.

In time man would finally discover the truth that would lead to time traveling. In order for man to understand the forms of traveling, he would have to understand the three bodies of the Ka. The first body of material self, the second body of spiritual and the third body of soul, which equals the Essence of God that contains consciousness/ knowledge. This third body is created in the image of the “I am” or “I have always existed!” The hidden knowledge has kept man in bondage and living in a backward world. Man lives in a backward world, because he lives in the past. Nothing has changed because people fear change, and when people fear change, they

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fear life. The fear of life is really the fear of living. When you read the word “live” backwards--it spells evil. A backward life is an evil life. So people are dead, for choosing to live an evil life. Evil destroys life—this is the reason why we must do away with evil, so that others can start living in the present. There is more to life than what we see with our naked eyes. The people had stopped thinking and others began making decisions for them. The people are dead inwardly, for without independent thought, man is nothing and there can be no change—no change for man anyway! All things must change and all things will change, whether we like it or not, because this is the law of the universe and it is also the law of God!

God was a mystery unto his own children ... for they knew him not. The people did not understand his ways or the reason he came to dwell among us. Why would God embody flesh to live among the many? This is the question that was asked for many thousands of years, but there was no answer to this question because man had no knowledge of who God was! Man did not understand God because he did not understand the energy or the energy grids that encircled the great Earth. He did not know that he had a spiritual connection to this energy and that this same energy occupied the space of matter. The energy was invisible, powerful and endless. This energy did not come from man, it came from God. The bodies of matter came from man. That is the reason why man was able to create the cloned bodies without souls. It is written in the Universal laws that God gave man dominion over the air and the Earth. Man was given guardianship over the Earth and God’s flock of men. However, man was not given permission

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to corrupt the people nor the Earth ... it was greed that caused man to be disobedient unto the laws of God. Akhenaton/Moses was the lawgiver who brought God's laws to the people ... laws that many have forgotten ... laws that many no longer honor ... man then made laws that supersede God's real laws as the only laws that man honor upon the Earth. These laws that man created are the same laws of ignorance. The life of man was a journey ... a journey that he did not understand. He did not understand consciousness or his connections to God ... it was not easy for man to reason ... for he knew neither reasons nor rhymes.

In the bible, Matrix means womb. It means coming out of darkness or ignorance unto knowledge and light. The Matrix energy is the female energy of the Aeons, Logos, or the feminine energy of God. It is all "One" vision, one life, one dream ... it is all One!

The body is composed of three natures: Physical, Mental and Astral = 3D, or what you would call subjective mind, which is of a denser nature, called Earth or Earthly animal level, a objective state which is Spirit and a higher calling or consciousness that is Soul. The Mystery School of Isis gave ancient knowledge beyond the thought of men. This knowledge has helped man to evolve. Three to four thousands year ago, a prophecy was given concerning the flower of life or the Evolution of Consciousness. It was foretold that when the law of the "One" comes back upon the Earth again, the people would awaken from their sleep. The Matrix was born again in the 21st Century and this energy awakens the masses!

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New Breed

2525 A.D.

The movie opens with a futuristic high tech war in progress. We see an amazingly beautiful woman and a small child crying, but something is out of place. What is a child doing in a war zone? What is the reason for this war? Enemy soldiers and tanks approach this woman and child, surrounding them, but before they come in for the kill, surprise, surprise, surprise. This woman and child instantly transformed into weapons. Deadly living weapons that take out the opposition in a matter of minutes, then seconds!

These are the new technology hi-caliber weapons of the future. These are living weapons that are able to change their cellular structures like electrical transformers. These living weapons are created to end wars swiftly. These weapons are called 4-D New Breed. For in the future, when all knowledge becomes superior—and man will cross the threshold, never to return again—for once man has cracked the genetic codes, he became a living God upon the Earth. Now man is able to use the knowledge of God—because he knows what God knows!

In the future, the Gods walked the Earth and a plague came upon it. There are no armies—no more wars—no more strife. The 4-D new breeds are the law. These new Breeds are deadly killing machines that can metamorphosis to handle any situation. These living organisms are chipped and encoded with information about the human population. They are the living laws upon the Earth.

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In ancient Egypt—during the past, the 3-Ds were created to build civilizations. It was the reason the Garden of Eden existed, for the 3-Ds were the Gods who walked the Earth. In the past, these evolved souls were the Earth's co-creators—but in the future, when the next shift comes—new bodies will be created and cloned. In the 21st Century, the young 4-D bodies were born and immediately started evolving. The 4-D children were the new ascending masters of our future world—yet to come—they were the new beginning. Everything that was destroyed by the second shift will be rebuilt by them--but in the future—knowledge never ends—because once you have tapped into knowledge—it takes on a life of its' own—because man kept pushing for more knowledge—he was never satisfied!

