

Electronically FILED by Superior Court of California, County of Los Angeles on 06/06/2019 04:57 PM Sherri R. Carter, Executive Officer/Clerk of Court, by K. Vargas, Deputy Clerk

1 William Moran II (*Pro Hac Vice* to be sought)
 Moranmedialaw@gmail.com
 2 Arthur P. Hawgood III, Bar No. 313751
 Arthur@hawgoodlaw.com
 3 10015 Old Columbia Rd., Ste. B215
 Columbia, Maryland 21046
 4 Tel: (301) 439-0391

5

6

7

8

SUPERIOR COURT OF THE STATE OF CALIFORNIA

9

COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

10

11

Natasha Tynes) Case No. **19STCV19967**

12

Plaintiff

13

v.

14

Rare Bird Lit., Inc.,

15

16

Defendant

17

18

19

20

21

22

23

24

25

1 **NATURE OF ACTION**

2 1. This is an action for breach of contract, breach of the implied covenant of
3 good faith and fair dealing, detrimental reliance, unjust enrichment, tortious
4 interference, defamation, conspiracy to defame and intentional infliction of
5 emotional distress.

6 **THE PARTIES**

7 2. Plaintiff Natasha Tynes, an individual, is a resident of the State of Maryland.
8 Prior to the events giving rise to the lawsuit, Natasha enjoyed a distinguished
9 reputation in the community at large. Plaintiff is an award winning Jordanian-
10 American author, recipient of the F. Scott Fitzgerald Literary Festival award for
11 short fiction, a communications professional for an international development
12 organization, and has been on the frontline of the fight against ISIS and terrorist
13 propaganda on social media. In 2012, Natasha served as the program director for the
14 International Center for Journalists (ICFJ) and in that capacity trained Egyptian
15 journalists on social media with an emphasis on international journalism standards
16 and ethics. As a result of her actions in defense of free speech and a free press,
17 Natasha was sentenced to five years in an Egyptian prison with hard labor along
18 with ten Americans. In her work and on blogs, Natasha has spoken out about the
19 scourge of racism and bigotry and has been subjected to racism over the years as a
20 result of her Jordanian heritage and her prominent accent. In addition to her
21 stressful career, Natasha is the mother of three small children and her family of
22 five's sole source of income. As a result of Defendant's actions: (a) her reputation at
23 large and in the writing community has been permanently ruined; (b) Plaintiff has
24 been placed on leave at her day job; (c) she has been subjected to death threats,
25 harassment and vile racist epithets; (d) she has been hospitalized with chest pain,

1 elevated blood pressure, hyperventilation, shakiness and suicidal ideations; (e) she
2 has been forced to temporarily leave the country for fear of persecution and harm to
3 her family; and (f) her book, four years of creative labor, was cancelled and
4 sabotaged.

5 3. Defendant Rare Bird Lit., Inc. (hereinafter "Rare Bird") is a corporation in the
6 State of California headquartered in Los Angeles.

7 JURISDICTION AND VENUE

8 4. Jurisdiction is appropriate in the County of Los Angeles, and this Court has
9 personal jurisdiction over Defendant Rare Bird which is (a) headquartered in the
10 Central Judicial District; (b) has transacted and conducted substantial business in the
11 State of California, the County of Los Angeles, and the Central Judicial District; (c)
12 Defendant's actions alleged herein occurred in the State of California and the
13 County of Los Angeles; and (d) many events giving rise to claims at issue in this
14 lawsuit arose in California, including within the County of Los Angeles and the
15 Central Judicial District.

16 FACTS

17 *Plaintiff's Book Contract for They Called Me Wyatt With Rare Bird*

18 5. Founded February 2010, Rare Bird is a Publisher's Group West distributed
19 independent¹ publisher that releases fifty books per year² on its five imprints – A
20 Barnacle Book, a Vireo Book, California Coldblood, Archer and the flagship Rare
21 Bird Books. Each of these imprints (brands) of Rare Bird or, as Los Angeles
22 Magazine referred to them, "Rare Bird's many arms" feature a "slightly different set
23

24 _____
¹ <http://archive.is/GWgyU>

25 ² <http://archive.is/6gRTU>

1 of overlapping genres; California Coldblood focuses on sci-fi and the like, whereas
2 A Barnacle Book brings out Hollywood lit, memoir, and crime fiction,” to target
3 different market segments.³ Rare Bird, the publisher for Hollywood actor Sean Penn,
4 is best publicly known for the events that gave rise to this lawsuit with a Wikipedia
5 page made for Rare Bird on May 13, 2019 in response to the publicity and 100s of
6 news articles their actions to harm Plaintiff generated for them⁴

7 6. California Coldblood Books was “launched in 2014 when Rare Bird Books
8 was kind enough to take [them] on as their imprint for science-fiction and fantasy.”⁵
9 California Coldblood existed without any legal or corporate structure independent
10 of Rare Bird from April 8, 2014⁶ until at least August 23, 2018. California Coldblood
11 Books has been publicly listed as a “division” of Rare Bird and is headed by Robert
12 Jason Peterson.⁷ During this period of time extending in excess of four-years,
13 California Coldblood Books referred to Rare Bird as its “parent company.”⁸ A
14 “California Coldblood” page is included on the online “Catalog” of Rare Bird’s
15 “Collections.”⁹

16 7. In February 2018, Robert Jason Peterson formally joined Rare Bird in the
17 capacity, among other things, as the company’s Wordpress developer and
18 webmaster.

19 8. On April 9, 2018, as an employee and agent of Rare Bird books leading the
20 company’s California Coldblood Books imprint (brand), Robert Jason Peterson

22 ³ <http://archive.is/jwJYz/>

23 ⁴ <http://archive.is/HOGiS>

24 ⁵ <http://archive.is/ZQEy1>

25 ⁶ <http://archive.is/yRV4C>

⁷ <http://archive.is/BHb2l>

⁸ <http://archive.is/EnsdE> and <http://archive.is/InQZH> and <http://archive.is/HtFMD>

⁹ <http://archive.is/GM2bV>

1 proposed a contract to Plaintiff Natasha Tynes to publish her book “They Called Me
2 Wyatt.” The contract states in relevant part the following:

- 3 a. “The parties to the Agreement wish to publish the **hardcover** or trade
4 paperback [sic] original paperback, e-book, **and** audiobook editions of the
5 Author’s book...” (bolded for emphasis).
- 6 b. “Publication dates [are] to be agreed upon **mutually by the parties.**”
7 (bolded for emphasis).
- 8 c. “**PROMISE TO PUBLISH:** In consideration of the **Publisher’s promise to**
9 **publish** and all related covenants set forth herein, Author hereby grants
10 Publisher and its licensees the exclusive rights to print, publish, distribute,
11 and sell the Book, in whole or in part, worldwide.” (bolded for emphasis).
- 12 d. “Publisher agrees to publish the Book at its own expenses [sic]... The
13 initial edition of the Book must be published within eighteen (18) months
14 of Agreement execution, unless agreed upon otherwise.”
- 15 e. “The Publisher and Author shall have **joint approval** over the design,
16 format, and style of the Book...”. (bolded for emphasis).
- 17 f. “Publisher will give Author and/or Agent a combined thirty-five (35)
18 copies of the **print editions** of the Book published by Publisher are initial
19 publication.” (bolded for emphasis).
- 20 g. “Author and/or **Imprint** may purchase additional copies at a discount of
21 50% off the suggested retale price... **Publisher** will use reasonable efforts,
22 if available, to supply Author and **Imprint** with a combined two (2) copies
23 of any licensed version of the physical book.” (bolded for emphasis).
- 24 “**Imprint**” (California Coldblood Books) is distinguished from
25 “**Publisher**” (Rare Bird) multiple times throughout the contract.

- 1 h. "Publisher and Author will have **joint approval** over the promotion of the
2 Book." (bolded for emphasis).
- 3 i. "Additionally, the **Author** and Publisher **will have the right to approve**
4 how the book will be described in publicity materials over which the
5 Publisher and Author have control." (bolded for emphasis).
- 6 j. "**ROYALTIES:** Publisher shall pay to the Author: 50% Net..."
- 7 k. "Author may, within sixty (60) days' written notice but not more than
8 once a year, assign and designate a certified and independent public
9 accountant to examine Publisher's records as they relate to the Book..."
- 10 l. "[If] errors are found in excess of ten percent (10%) of royalties in Author's
11 favor, then Publisher shall pay amounts owing for the Book and the
12 reasonable cost of the audit."
- 13 m. "Should the Publisher default in complying with any term of this
14 Agreement... **without restriction on other remedies allowed hereunder**
15 **or by law**, all rights herein shall automatically revert to the Author and
16 Publisher shall have no further rights in and to the Book." (bolded for
17 emphasis).
- 18 n. "The agreement may be assigned... [only] **with Author's written**
19 **approval.**" (bolded for emphasis).
- 20 o. **NOTICES:** Any notice required under any provision of this Agreement
21 shall be made in writing and shall be deemed to have been properly
22 served if delivered by email..."
- 23 p. "Upon execution of this Agreement, Publisher will be responsible for
24 issue an initial acquisitions release"
- 25 9. On April 22, 2018, the publishing contract for They Called Me Wyatt was

1 executed.

2 10. Four months later, on August 23, 2018, an entity California Coldblood Books,
3 LLC was registered listing as its sole-member Rare Bird employee Robert Jason
4 Peterson and listing the entity's address at Mr. Peterson's 959 square foot residential
5 address, the Redfin page of which just shows a haggard roughly 40-year-old RV.¹⁰
6 Plaintiff has no agreement with this later formed LLC and has not consented to any
7 such assignment of the contract.

8 11. On March 2, 2019, Defendant issued a press release announcing the June 11,
9 2019 book release of "They Called Me Wyatt." The primary header in the upper-left
10 corner lists "**Rare Bird Books**, 453 S. Spring Street, Suite 302 Los Angeles CA 90013"
11 featuring Defendant's logo along with a secondary header in the upper-right corner
12 listing "California Coldblood Books, An Imprint of **Rare Bird Books**." The press
13 release states "**Rare Bird Books** and California Coldblood Books are proud to bring
14 you Jordanian-American journalist Natasha Tynes' debut novel..." The book's
15 registration lists: "CONTEMPORARY FANTASY | Paperback | **Rare Bird** /
16 California Coldblood Books." The first contact provided is "Sales: Julia Callahan |
17 julia@rarebirdlit.com | 213.623.1773.

18 12. On March 2, 2019, Defendant Rare Bird created an Amazon page for They
19 Called Me Wyatt making the book available for pre-order on Amazon Kindle,
20 Audiobook, Paperback and Audio CD with readers told "This title will be released
21 on June 11, 2019." In the Product Details section, Defendant Rare Bird listed:
22 "Publisher: Rare Bird Books (June 11, 2019)."¹¹ Rare Bird's control of the Amazon
23

24 _____
¹⁰ <http://archive.is/bK8yD>

25 ¹¹ <http://archive.is/MZ3sj>

1 page is known because in a May 30, 2019 email at 11:37 AM, an attorney on behalf of
2 California Coldblood Books, LLC (which has no contractual relationship with
3 Plaintiff) and Robert Jason Peterson (as an individual) stated, “at the moment I can
4 tell you that it is entirely **Rare Bird’s... doing** and is in their hands. **We do not even**
5 **have control panel access to our listings on Amazon** and cannot make any changes
6 to any of our listings.” (bolded and underlined for added emphasis). The attorney
7 further indicated he “may have further information later” but that his office had
8 caught fire.

9 13. The book’s first page lists: “A California Coldblood Book, **Rare Bird Books**,
10 Los Angeles, Calif.” The back cover of the book lists: “A California Coldblood Book,
11 An Imprint of **Rare Bird Books**, Distributed by Publishers Group West.” The
12 copyright section lists: “A California Coldblood Book | **Rare Bird Books**, 453 South
13 Spring Street, Suite 302, Los Angeles, CA 90013, **rarebirdbooks.com**,
14 **californiacoldblood.com**.” (bolded for emphasis).

15 14. Defendant Rare Bird started shipping print copies of They Called Me Wyatt
16 to pre-order customers on May 10, 2019 in contravention of the book’s agreed upon
17 public release date of June 11, 2019 – Plaintiff did not consent to moving the release
18 date forward. Defendant Rare Bird further assumed a duty to distribute the book
19 with the early release.

20 **ACTIONS BY DEFENDANT THAT GIVE RISE TO THIS CASE**

21 *The Events of May 10, 2019*

22 15. On May 10, 2019, at 9:15 A.M., following her morning commute, Plaintiff
23 Tynes posted a tweet highlighting the fact that a uniformed DC Metro transit
24 employee, who was to her understanding able to ticket passengers for eating on the
25 train, herself ate on the train contrary to posted placards on the train. In the tweet,

1 Plaintiff Tynes, herself a person of color with a distinct accent, made no reference to
2 race.

3 16. Prior to 10:00 A.M., Plaintiff thought better of the social media post, promptly
4 deleted the tweet, and apologized for the shortlived expression of frustration. As a
5 mother of three, a novelist and a communications worker, Plaintiff often does not
6 get a chance to eat before work and she would have liked to have enjoyed such
7 privileges. She always assumed a Metro employee would ticket her if she did. She
8 often goes into the afternoon on an empty stomach to make the commute and fulfill
9 her obligations as a worker and mother.

10 17. The Metro employee has not been publicly identified and was not readily
11 identifiable in an image accompanying Plaintiff's tweet (her face blocked by her
12 Metro uniform cap). It has been reported that no action was taken against the transit
13 worker by Metro nor did Plaintiff think that any employment action could ever be
14 taken against a **union** transit worker for such a minor incident. (bolded for
15 emphasis).

16 18. At 11:38 AM, Plaintiff contacted WMATA through Twitter to make extra
17 certain that the Metro employee would not face any sanction stating: "I would ask
18 you not to discipline the employee... I made an error in judgment by reporting her."

19 19. At 11:47 AM, Plaintiff informed Peterson that she had contacted WMATA to
20 make certain that they would not discipline the Metro worker and explained to him
21 that having not grown up in the United States, the issue of race had not even
22 occurred to her when she made the tweet and she just simply had no such intention
23 at all.

24 20. In response, Peterson said that he did not blame Tynes, that "you'll get
25 through this, we've got your back," confirmed with her that she reached out to

1 WMATA to ensure that the worker’s job would be safe, suggested based on this that
2 she use the wording in a public statement, “I’ve reached out to @WMATA to make
3 sure her job is safe,” thanked her for posting an apology post about the morning
4 tweet and told her “just lay low.” Peterson also confirmed in his emails that he had
5 briefed the rest of the Rare Bird team on all of this and that they were coordinating
6 statements with him.

7 *Statements by Defendant and Imprint*

8 21. Throughout the day, Plaintiff and her husband received increasingly urgent
9 and threatening phone calls from Robert Jason Peterson demanding that she make
10 additional public statements about the incident, threatening to cancel her book and
11 stating that if she did not do what he demanded then Rare Bird and California
12 Coldblood would make public statements maligning Plaintiff and her book. Plaintiff
13 again informed Peterson that her employer advised her not to make any further
14 public comment and she could not risk her job, the sole income for her family of five.

15 22. At 5:38 P.M., Defendant Rare Bird posted a defamatory statement¹² alleging
16 that Plaintiff: (1) “[D]id something truly horrible today”; (2) engaged in
17 “inappropriate behavior” and “unacceptable” behavior; (3) engaged in the
18 “policing” of a “black woman[’s] body”; (4) engaged in an act that “**jeopardize[d] a**
19 **person’s safety**” (bolded for emphasis); and (5) announced that they are “strongly
20 urging Tynes’ publisher, California Coldblood” to end their contract with her. The
21 tweet received 6,092 retweets and 25,950 likes equating to several million views.
22 Plaintiff did not police a black woman’s body. Plaintiff took no action that could
23 have possibly jeopardized anybody’s safety. Plaintiff did not engage in any act of
24

25 ¹² <http://archive.is/rIXEu>

1 racism or bigotry. Plaintiff did not commit any act of moral turpitude. Rare Bird's
2 statements are knowingly false, defamatory *per se* and also carry further defamatory
3 implications.

4 23. At 5:56 P.M., and at the direction, command and in conspiracy with (the other
5 employees and officers of) Rare Bird, California Coldblood Books issued a
6 statement¹³ accusing Ms. Tynes of engaging: (1) in an act of "racism" against a "black
7 wom[a]n" and (2) engaging in the act of an "oppressor." Plaintiff did not engage in
8 an act of racism or bigotry. Plaintiff did not engage in an act of oppression in
9 remarking about whether the rules apply to uniformed authorities. California
10 Coldblood's statements are knowingly false and defamatory *per se*. California
11 Coldblood's statement received 957 retweets and 3,666 likes consistent with roughly
12 one half-million views.

13 HARM AND CAUSATION

14 24. Shortly after the statement by Rare Bird, Plaintiff was rushed to the hospital
15 suffering an acute anxiety reaction and suicidal ideations in response to said
16 statements and the resulting uproar. At 6:31 P.M., Plaintiff's blood pressure, which
17 is ordinarily lower than the norm, skyrocketed to 145/82 mmHg and she was
18 diagnosed with an anxiety reaction with symptoms including shakiness,
19 hyperventilating, and chest pain and was prescribed seven different medications to
20 stabilize her condition.

21 25. At 6:30 P.M., the first news article about the incident, triggered by
22 Defendant's statements, was filed by the local ABC affiliate WUSA9. The outlet
23 reported that: "By the end of the day, Ms. Tynes' book distribution company, Rare
24

25 ¹³ <http://archive.is/EYPI9>

1 Bird Books, would sever all ties with her upcoming novel, **and strongly urge her**
2 **publisher to do the same**” (bolded for emphasis). The article was based on Rare
3 Bird’s statement that Plaintiff allegedly placed a black woman’s safety in jeopardy
4 and that she engaged in an act of “policing” a “black wom[an’s] body.” There were
5 no news entries in the eight hours and 23 minutes prior to Rare Bird’s and California
6 Coldblood’s statements.

7 26. At 10:09 A.M the next morning (May 11, 2019), California Coldblood issued a
8 second statement¹⁴ again accusing Plaintiff of engaging in an act of racism against a
9 black woman and again stating that Plaintiff engaged in the act of an oppressor. In
10 this additional statement, California Coldblood Books also announced their intent to
11 default on the contract with Plaintiff by “halting all shipments from the warehouse
12 and postpoing the book’s publication date” while taking the “appropriate next steps
13 to officially cancel the book’s publication.” The tweet received 251 retweets and
14 1,326 likes consistent with 250,000 views. The accusations by California Coldblood
15 were knowingly false and defamatory *per se*.

16 27. In the wake of the statements by Rare Bird and California Coldblood, the
17 story erupted into national and international news. Washington Post (twice), USA
18 Today, Fox News (twice), NBC News, CBS News, Buzzfeed, RT, BBC News, Daily
19 Beast, New York Post, La Presse, Het Laatste Nieuws (Belgium), Toronto Star, Daily
20 Mail, Yahoo News, Orlando Sentinel, Jezebel and HuffPost reported that Natasha
21 Tynes had lost her book deal and prominently featured the statements by Rare Bird
22 and its imprint California Coldblood falsely accusing Natasha Tynes of an act of
23 moral turpitude, an act of racism, an act of oppression of a black woman, an act that
24

25 ¹⁴ <http://archive.is/C1Zvo>

1 placed a black woman's safety in jeopardy, and an act of policing a black woman's
2 body. The statements by Rare Bird and California Coldblood were knowingly false,
3 defamatory per se, defamatory by implication, in intentional and bad faith violation
4 of their contractual duties to Plaintiff, and intended to cause harm.

5 28. For representative example, BBC News ran the byline "US Author Loses Book
6 Deal for Tweet-Shaming," based on the defamatory statements by Rare Bird and
7 California Coldblood. These statements again also violate contractual duties owed to
8 Plaintiff.

9 **Death Threats, Harassment and Persecution**

10 29. On May 12, 2019, in response to Rare Bird and California Coldblood's
11 statements about Plaintiff Tynes, non-stop media calls to Tynes and her family
12 began while she remained under medical care.

13 30. On May 13, 2019 crews of reporters camped out in front of the Tynes family
14 home, began knocking vigorously at the door, and dropped requests for comment in
15 their mailbox placing the Tynes family under siege and in fear of even doing basic
16 tasks like groceries or dropping their seven-year-old twins off at school. This
17 continued for over two days.

18 31. On May 14, 2019, Plaintiff's employer placed her on administrative leave.

19 32. For weeks after and in response to Rare Bird and California Coldblood's
20 statements, Plaintiff would receive threats to her physical safety and the physical
21 safety of her family via Facebook and Twitter including for representative example
22 the following messages: (1) "You ugly ass racist bitch, Now **Ur book is cancelled**
23 **LOL**, and ur husband is a pussy, I'll smack the shit out of him" (bolded for
24 emphasis); (2) "We all know where you work. Stupid, racist, cousin lover, Trump
25 supporting bitch" (Tynes is a Democrat); and (3) calls for Plaintiff to "be killed

1 violently.”

2 33. Other social media users messaged Plaintiff about her children including for
3 representative example: (1) “You fucking pathetic cunt, I feel sorry for your kids
4 because mommy’s trash”; (2) “You are a piece of shit and deserve to never be
5 published again. I pray your actions haunt your children and grandchildren.”

6 34. Plaintiff’s book, *They Called Me Wyatt*, was flooded with 995 negative
7 reviews and 2,291 negative ratings on the website Goodread. These reviews refer to
8 and are based on the statements from Rare Bird and California Coldblood in stating
9 that Natasha Tynes is “a vile racist,” “a bigot,” and that she does not have any
10 “morals.”

11 35. Plaintiff became the subject of racial slurs in response to the frenzy including
12 being called a “terrorist,” “a plane bomber,” “un-American,” “a radical Muslim”
13 and “a Haji” while other users called for her deportation. Subjecting an immigrant
14 woman of color to this racial torment for their own personal profit is what
15 Defendant, an all-white company, promoted while its imprint publicly lectured
16 Plaintiff “that we have to be allies, not oppressors.”

17 36. On May 21, 2019, Natasha Tynes was forced to temporarily flee the United
18 States having become the subject of persecution as a result of Rare Bird and
19 California Coldblood’s statements. Natasha Tynes returned to Jordan fearing that
20 her one-year-old baby, her seven-year-old twins, and her husband would be the
21 subject of violence, reprisals and harassment at the hands of a mob incited by Rare
22 Bird if she remained in the United States. Defendant’s actions separated a mother
23 from her babies. Defendant’s actions forced a woman who had previously faced the
24 prospect of five years in an Egyptian prison – i.e., somebody who knows all too well
25 what persecution looks like – to flee to the Middle East to escape persecution in the

1 United States.

2 37. On May 30, 2019, during a period of time in which Rare Bird's attorney
3 requested a phone call prior to litigation and insisted that he needed a week to
4 review the matter, Rare Bird took the action of cancelling (without her consent) all of
5 the Kindle pre-orders of Plaintiff's book "They Called Me Wyatt" – sales of which
6 had "skyrocketed" – costing her royalties and crippling the book's commercial
7 viability. This action to actively sabotage any sales of this book – a modern day book
8 burning by a publisher no less -- plainly breaches the contract's terms, the covenant
9 of good faith and fair dealing, is an act of tortious interference, and is further subject
10 to reliance damages after Rare Bird assumed the duty by creating the Amazon page
11 and already undertaking distribution of the book.¹⁵

12 38. On June 5, 2019, during a period of time in which Rare Bird's attorney was in
13 communication with Plaintiff's counsel about potential pre-filing options, Rare Bird
14 took the action of cancelling (without her consent) all print copy pre-orders of
15 Plaintiff's book "They Called Me Wyatt" – sales of which had "skyrocketed" –
16 costing her royalties and crippling the book's commercial viability. This action to
17 actively sabotage any sales of this book – a modern day book burning by a publisher
18 no less -- plainly breaches the contract's terms, the covenant of good faith and fair
19 dealing, is an act of tortious interference, and is further subject to reliance damages
20 after Rare Bird assumed the duty by creating the Amazon page and already
21 undertaking distribution of the book.

22
23
24 ¹⁵ A Kindle e-book is a digital copy that did not even require printing of any sort and would not
25 have required any further action from Defendant for these orders to be fulfilled – they plainly
just sabotaged these sales.

1 **Demands for Plaintiff to Sign Away Rights While Under Medical Care**

2 39. On May 14, 2019, at 1:55 A.M., Robert Jason Peterson wrote to Plaintiff urging
3 her to contact him and reach an agreement to sign a release of liability.

4 40. On May 14, 2019, at 8:01 A.M., Plaintiff's husband responded informing
5 Peterson that "Natasha is not in a position to talk."

6 41. On May 14, 2019, at 8:24 A.M., Peterson wrote, "I've got some ideas for how
7 we can move forward, and honestly, **when all is said and done, I think she might**
8 **even be in a better position with her book.**" (bolded for emphasis).

9 42. On May 14, 2019, at 8:37 A.M., Peterson asked Plaintiff's husband, "[w]ould
10 you be willing to hop on the phone with us, just yourself." This represents a
11 transparent attempt to try to have Plaintiff's husband, a non-contract party and a
12 non-attorney, negotiate rights of a contracted party (Plaintiff).

13 43. On May 14, 2019, at 10:00 A.M., Plaintiff's husband responded, "No, sorry. **In**
14 **a medical setting.** And really just cannot do that. I do want Natasha involved."
15 (bolded for emphasis).

16 44. On May 14, 2019, at 2:10 P.M., Peterson wrote an email using an urgency
17 close sales tactics – while Plaintiff was in a medical setting – attempting to have
18 Plaintiff sign away her rights under duress and while incapacitated. The email states
19 "**time is of the essence, and we'd like to see this handled today**" while
20 acknowledging "**we just feel horrible this happened and regret Natasha's fall into**
21 **ill health.**" (bolded for emphasis).

22 45. The email by Peterson referenced in the preceding paragraph goes on to state
23 that the book's publication had been "delayed indefinitely" despite the fact that the
24 book's "**sales numbers have spiked over the weekend,**" but that they "**simply**
25 **don't want to publish this book anymore, and we want to dissolve our publishing**

1 **agreement.”** (bolded for emphasis).

2 46. The email by Peterson referenced in the preceding two paragraphs also stated
3 that, “we think there's a good possibility that Natasha will, after we part ways, be
4 approached by a larger house (or an agent) and find a better home.”

5 47. The email by Peterson referenced in the preceding three paragraphs included
6 a proposed unconscionable contract that he wanted to force Plaintiff Tynes to sign
7 while under medical care that proposes: (a) Plaintiff pay an amount of \$2,977.15 for
8 the rights to her book; (b) Plaintiff waive any claim to a \$3,000 advance for her
9 audiobook; and (c) Plaintiff sign a release of all liability with nothing tangible
10 offered to Plaintiff Tynes in return. To summarize, Peterson asked Plaintiff, while
11 incapacitated and under medical care, to pay \$2,977.15 and waive all legal claims
12 that she had in return for something she would have received automatically based
13 on the default provision of the original book contract.

14 48. Defendant had also already profited and forever abridged her exclusivity
15 rights by delivering the book ahead of its release date to customers (while claiming
16 to the public that they had cancelled the book) which also prevents her from
17 shopping the book to other publishing houses (something that Peterson stated there
18 would have been a “good possibility” of had Defendant not violated the contract
19 terms relating to the book’s release date).

20 49. On May 14, 2019, at 7:33 P.M., Peterson decided that asking Plaintiff for
21 \$5,977.15 in return for nothing was not good enough and wrote to her husband,
22 “Jeff, just following up. We went ahead and had these documents written up. We
23 wanted to include some provisions protecting both of us from damages and
24 disparagement” and that they needed this to be signed “in a timely manner.”
25 Notably, the proposed waiver listed a backdated “effective” date of May 10, 2019

1 despite being delivered and including at the top the date of May 14, 2019.¹⁶ Further,
2 the proposed waiver did not refer at all to “California Coldblood Books, LLC” – an
3 entity with whom Plaintiff has no contractual privity nor did she ever consent to any
4 such assignment -- nor does that LLC have any “doing business as” or fictitious
5 business name registered. Simply the waiver by its plain terms referred to the
6 science-fiction brand of Rare Bird. Neither Tynes nor her husband ever signed the
7 proposed waiver.

8 50. The “Settlement and Release of Liability Form” proposed by Peterson in the
9 email the night of May 14, 2019, included the following terms:

- 10 a. “Author shall make a public statement via standard social media outlets
11 (in Publisher’s sole discretion) regarding Publisher’s request to release
12 Author from the Agreement after the Incident, and the care and hard
13 work exhibited by Publisher on behalf of Author prior to the Incident.”
- 14 b. “Author agrees to indemnify Publisher from any claims, loss and/or
15 expense resulting from the Incident.”
- 16 c. Author is to waive a \$3,000 advance for her audiobook.
- 17 d. Author can pay \$2,977.15 for her own book.
- 18 e. “Author hereby agrees to waive any right to receive any additional
19 payment or reimbursement for expenses and any other claims against
20 Publisher that Author may have now or in the future...”.
- 21 f. Author “hereby releases Publisher from any and all liability for any losses
22 (including, but not limited to payment, lost profits or loss of publicity) and
23

24 ¹⁶ The demand that a new contract be signed to terminate a preexisting contract is an admission
25 that the preexisting contract was in effect and the attempt to backdate the effective date of the
proposed agreement is an open admission of breach and liability.

1 any other damages or expenses as a result of the termination of the
2 Agreement or the subject matter of the Agreement.”

3 To summarize, in return for literally nothing, Peterson – an employee of Rare
4 Bird and on behalf of Rare Bird’s science-fiction division, asked Plaintiff (while
5 under medical care) to sign away her rights to bring a civil claim over Defendant’s
6 statements and actions, pay \$2,977.15 for something she’d receive automatically,
7 waive an advance of \$3,000, effectively gift over all of the existing proceeds from her
8 book (sales of which had “spiked”) to Defendant, indemnify the Defendant for any
9 claims brought against them, pay for their attorneys, allow them to terminate the
10 pre-existing contract without any basis in said pre-existing contract which would
11 sabotage her book sales and to make a glowing public statement about her
12 persecutors. Again, neither Plaintiff nor her husband signed the waiver.

13 **ACTUAL MALICE AND ADMISSIONS AGAINST DEFENDANT’S INTERESTS.**

14 51. On May 24, 2019, at 2:10 PM, an attorney for California Coldblood Books,
15 LLC sent an email titled: “California Coldblood Books, LLC” with an attachment
16 with the subject line “RE: California Coldblood Books, LLC” and the opening line, “I
17 write on behalf of my client, California Coldblood Books, LLC, and its principal,
18 Robert J. Peterson.” (bolded for emphasis). As noted above, Plaintiff Tynes is not in
19 contractual privity with California Coldblood Books, LLC which did not even exist
20 as a legal entity until over four-months after she signed the book contract with
21 “California Coldblood Books” which denoted itself as an “imprint” (brand) of Rare
22 Bird. In fact, Rare Bird is the actual existing company at the time of the contract who
23 went on to publicly refer to Plaintiff as their author, included her book in their
24 “Catalog” and “Collections” and listed themselves as her publisher.

25 52. On Memorial Day (May 27. 2019), at 4:02 PM, Peterson representing himself

1 as making a settlement offer on behalf of California Coldblood Books, LLC (with
2 whom Plaintiff is not in contractual privity), acknowledged the harm Defendant's
3 actions have had on Plaintiff stating, "We can't even tell you how devastated we are
4 by all the threats and racist slurs directed against you and your family."

5 53. In the same correspondence, Peterson suggested that he knew the statements
6 accusing Plaintiff of racist acts were false stating in relevant part: (a) "granting that
7 your photograph of the Metro worker had nothing to do with race" and (b) that
8 racism was nowhere near Plaintiff's mind at the time.

9 54. On May 30, 1:34 PM, an attorney on behalf of California Coldblood Books,
10 LLC and Mr. Peterson as an individual (neither of whom are in contractual privity
11 with Plaintiff) stated that the damage that had been done to Plaintiff's reputation is
12 so severe that, "We cannot align with her based on her current standing." Again,
13 California Coldblood Books, LLC is headquartered out of Mr. Peterson's 959 square
14 foot residence the Redfin picture for which is a very heavily used roughly four
15 decade old RV.

16 55. At 11:34 AM on May 31, 2019, California Coldblood (@CalifColdblood) issued
17 another statement without Plaintiff's consent about her book (in breach of the
18 contract) stating publicly, "Due to contractual obligations, we will be moving
19 forward with the publication of this title" However, they stated that they will only
20 be publishing it on CreateSpace (which has been shuttered)¹⁷ and Kindle **Direct**
21 Publishing (a self-publishing outlet). The contract refers to print copies of the book
22 and publishing – not serving as a sham middle-man to a now non-existent self-
23
24

25 ¹⁷ <http://archive.is/Vc2ba>

1 publishing site and another self-publishing site.¹⁸

2 56. Plaintiff did not consent to any of the numerous harmful, disparaging and
3 defamatory public statements made by Defendant and its science-fiction division
4 (California Coldblood) from May 10, 2019 to May 31, 2019 about her and her book
5 “They Called Me Wyatt” and the absence of any consent or approval by Plaintiff
6 renders those statements to be directly and intentionally in breach of the contract in
7 addition to being tortious in nature.

8 *Additional Facts Relating to Actual Malice*

9 57. On April 29, 2015, Plaintiff Natasha Tynes wrote a HuffPost article that went
10 viral at the time titled: “The Story of Howard: ‘The World’s Best Cashier’” that
11 advocated for Safeway to rehire an employee. That employee was black. Defendant
12 knew of the article by Plaintiff, knew that she had no racial animosity towards black
13 people, and knew that she had previously advocated for a black worker’s rights.

14 58. Plaintiff’s book, the manuscript which Defendant read and accepted, tackles
15 racism and bigotry head-on decrying sentiments of hate and racial animosity
16 pushed by rightwing personalities like Rush Limbaugh and Jihad Watch.

17 **FACTS RELATING TO UNJUST ENRICHMENT**

18 59. Rare Bird was covered favorably in literally 100s of news articles nationally
19 and internationally as a result of making false statements about Plaintiff knowingly
20 and/or in reckless disregard for the truth and with an intent to harm Plaintiff, in
21 breach of their contractual relationship with Plaintiff, and in contravention to the
22 duties they had assumed by listing themselves as her publisher and undertaking
23

24 _____
25 ¹⁸ For frame of reference, this is equivalent to somebody charging you to publish a story on
Medium, a free service open to the public.

1 distribution of her book.

2 60. Rare Bird received several million views on Twitter – a significant publicity
3 boost for a relatively unknown publisher – as a result of making false statements
4 about Plaintiff knowingly and /or in reckless disregard for the truth and with an
5 intent to harm Plaintiff, in breach of their contractual relationship with Plaintiff, and
6 in contravention to the duties they had assumed by listing themselves as her
7 publisher and undertaking distribution of her book.

8 61. Rare Bird was deemed for the first time to be of sufficient public importance
9 as to be provided its own Wikipedia page, as a result of making false statements
10 about Plaintiff knowingly and /or in reckless disregard for the truth and with an
11 intent to harm Plaintiff, in breach of their contractual relationship with Plaintiff, and
12 in contravention to the duties they had assumed by listing themselves as her
13 publisher and undertaking distribution of her book.

14 62. Rare Bird received a significant increase in sales and publicity as evidenced
15 from hundreds of tweets they endorsed from users who said that they were rushing
16 to buy Rare Bird books (many posting receipts) in response to their statements. For
17 example, these include, “Supporting your move 1000%. Take my money,” “Just
18 bought a book from them,” “Can’t wait to buy several books from y’all now,” “I’m
19 heading over to buy something from y’all,” “Let me find another book to buy from
20 y’all,” “Methinks I’ll check out what y’all publish and distribute now.”

21 63. Rare Bird not only made harmful statements but intentionally ginned up
22 outrage against Plaintiff endorsing tweets like, “Life comes at you fast in these Black
23 Twitter streets.” Rare Bird does not employ any minority staff – it is an all-white
24 company – and nobody at Rare Bird is part of the “Black Twitter streets.”

25 64. Plaintiff did not consent to the manner or content of Rare Bird’s use of her

1 likeness or her book in their numerous statements and actions from May 10, 2019 to
2 May 31, 2019 and Rare Bird owed Plaintiff a duty both in contract and in reliance,
3 the latter triggered by their beginning performance of the delivery of her book on
4 May 10, 2019 as well as creating and managing the Amazon page for her book on
5 which they list themselves as her publisher.

6 **COUNT 1: BREACH OF CONTRACT**

7 65. Paragraphs 1 through 64 are incorporated herein by reference.

8 66. Defendant entered into a contract with Plaintiff to publish They Called Me
9 Wyatt on April 22, 2018 through their employee, agent and head of their science
10 fiction imprint (brand) Robert J. Peterson.

11 67. Plaintiff performed her obligations under the contract by delivering an
12 accepted manuscript for her book, They Called Me Wyatt, that was accepted by the
13 publisher who even began public distribution of the book on May 10, 2019.

14 68. Defendant began performing on this contract by marketing her book and
15 listing in publicity materials that they were her publisher, creating an Amazon page
16 for her book where they listed themselves as her publisher, listing her book on their
17 website under their “catalogue” and “collections,” and distributing the book to
18 customers starting on May 10, 2019, over one month before the agreed upon
19 published release date.

20 69. Defendant breached the contract by the following actions:

- 21 a. The defamatory and disparaging statements by Rare Bird and its science
22 fiction division California Coldblood about Plaintiff and her book (They
23 Called Me Wyatt). The contract stipulates that Defendant needed to obtain
24 prior consent from Plaintiff to make these statements – Plaintiff provided
25 no such consent.

1 b. Defendant is in breach of its promise to publish the book which includes
2 the distribution of print copies. Defendant now seeks to limit the book to
3 an online self-publishing outlet with its imprint serving as a sham middle
4 man.

5 c. Defendant has taken actions designed intentionally to suppress and
6 sabotage the sales and the commercial viability of the book, *They Called*
7 *Me Wyatt*, including: (1) public statements denigrating the author and
8 declaring that her book has been cancelled; (2) “taking appropriate actions
9 to cancel Tynes’ novel, *They Called Me Wyatt*, within our distribution
10 network” (Publisher’s Group West); (3) “halting all shipments from the
11 warehouse”; (4) “postponing the book’s publication date” after
12 performance of distribution had already begun on May 10, 2019; and (5)
13 cancelling pre-orders for the book even though sales had “skyrocketed.”

14 70. As a result of Defendant’s numerous acts in breach of the contract: (a)
15 Plaintiff’s reputation at large and in the writing community has been permanently
16 ruined; (b) Plaintiff has been placed on leave at her day job; (c) Plaintiff has been
17 subjected to death threats, harassment and vile racist epithets; (d) Plaintiff has been
18 hospitalized with chest pain, highly elevated blood pressure, hyperventilation,
19 shakiness and suicidal ideations; (e) Plaintiff has been forced to temporarily leave
20 the country for fear of persecution and harm to her family; and (f) Plaintiff’s book,
21 four years of her creative labor, was publicly declared cancelled and the commercial
22 viability of the book has been permanently tarnished.

23 71. As a result of Defendant’s actions, Plaintiff has suffered monetary, emotional
24 and contractual damages in an amount to be proven at trial.

1 **COUNT 2: BREACH OF THE IMPLIED COVENANT OF GOOD FAITH**

2 72. Paragraphs 1 through 64 are incorporated herein by reference.

3 73. Defendant entered into a contract with Plaintiff to publish They Called Me
4 Wyatt on April 22, 2018 through their employee, agent and head of their science
5 fiction imprint (brand) Robert J. Peterson.

6 74. Plaintiff performed her obligations under the contract by delivering an
7 accepted manuscript for her book, They Called Me Wyatt, and Defendant even
8 began publicly distributing the book starting on May 10, 2019 before abruptly
9 stopping distribution.

10 75. Defendant began performing on this contract by marketing her book and
11 listing in publicity materials that they were her publisher, creating an Amazon page
12 for her book where they listed themselves as her publisher, listing her book on their
13 website under their “catalogue” and “collections,” and distributing the book to
14 customers starting on May 10, 2019, over one month before the published release
15 date.

16 76. Defendant unfairly interfered with Plaintiff’s right to receive the benefits of
17 the contract by the following actions:

- 18 a. The defamatory and disparaging statements by Rare Bird and its science
19 fiction division California Coldblood about Plaintiff and her book (They
20 Called Me Wyatt) from which Defendant improperly reaped significant
21 publicity and sales benefits at the expense of Plaintiff’s reputation and the
22 commercial viability of her book They Called Me Wyatt.
- 23 b. Defendant’s action to limit the book to an online self-publishing outlet
24 rather than properly publishing and distributing the book as the contract
25

1 stipulates.

- 2 c. Defendant's attempts to get Plaintiff to sign away her rights under the
3 contract while she was hospitalized, under medical care and in a state of
4 extreme emotional distress, in return for literally no thing of value that
5 was not already automatically guaranteed under the April 22, 2018 book
6 contract.

7 77. Defendant has taken actions designed intentionally to suppress and sabotage
8 the sales and the commercial viability of the book, *They Called Me Wyatt*, including:
9 (1) public statements denigrating the author and declaring that her book had been
10 cancelled; (2) "taking appropriate actions to cancel Tynes' novel, *They Called Me*
11 *Wyatt*, within our distribution network" (Publisher's Group West); (3) "halting all
12 shipments from the warehouse"; (4) "postponing the book's publication date" after
13 performance of distribution had already begun on May 10, 2019; and (5) cancelling
14 pre-orders for the book even though sales had "skyrocketed."

15 78. As a result of Defendant's numerous intentional bad faith actions to unfairly
16 interfere with her right to receive the benefits of the contract: (a) Plaintiff's
17 reputation at large and in the writing community has been permanently ruined; (b)
18 Plaintiff has been placed on leave at her day job; (c) Plaintiff has been subjected to
19 death threats, harassment and vile racist epithets; (d) Plaintiff has been hospitalized
20 with chest pain, extremely elevated blood pressure, hyperventilation, shakiness and
21 suicidal ideations; (e) Plaintiff has been forced to temporarily leave the country for
22 fear of persecution and harm to her family; and (f) Plaintiff's book, four years of her
23 creative labor, was publicly declared cancelled and the commercial viability of the
24 book permanently tarnished.

25 79. As a result of Defendant's actions, Plaintiff has suffered monetary, emotional

1 and contractual damages in an amount to be proven at trial.

2
3 **COUNT 3: DETRIMENTAL RELIANCE**

4 80. Paragraphs 1 through 64 are incorporated herein by reference.

5 81. In addition to the contract, Defendant made additional promises to publish,
6 distribute and market Natasha Tynes' book. In a March 2, 2019 press release stating
7 "Rare Bird Books and California Coldblood Books are proud to bring you Jordanian-
8 American journalist Natasha Tynes' debut novel, the contemporary fantasy *They*
9 *Called Me Wyatt*" and announcing a "book release" date of June 11, 2019 under their
10 logo. On that same date, Rare Bird created an Amazon page for *They Called Me*
11 *Wyatt*, of which they maintained full and sole control over, that also announced the
12 book would be released on June 11, 2019 and in which they listed "Rare Bird Books"
13 as the publisher.

14 82. Relying on the promise to publish the book was reasonable and foreseeable as
15 Rare Bird is known in the literary community as a credible publishing house
16 associated with the well-respected Publisher's Group West, links were provided by
17 Rare Bird for readers to pre-order the novel in a number of different mediums
18 including print, audio CD and e-book, they publicly announced that they would
19 undertake to publish, print and distribute the book, and they actually even began
20 the act of distributing the book (prior to the public release date) on May 10, 2019.

21 83. Defendant actually and reasonably relied upon this promise having
22 endeavored four years of creative energy to write the book, having scheduled book
23 tours and public engagements about the book centered on the June 11, 2019 public
24 release date, having taken steps to ensure the book was widely reviewed ahead of
25 the publication date and having not reached out to any other publishing houses to

1 print, publish or distribute her book in reliance of the Defendant's public promise.

2 84. Plaintiff's reliance on the promise by Rare Bird was detrimental as her book's
3 commercial viability has been permanently tarnished and her public reputation,
4 both at large and in the writing community, has been forever ruined by Rare Bird's
5 failure to act consistent with their promise to publish, print, distribute and market
6 the book in good faith.

7 85. Further injustice can only be prevented by enforcement of Defendant's
8 promise to publish, print, distribute and properly market the book. This is as a result
9 of, but not limited to, Rare Bird improperly beginning distribution of the book prior
10 to its published release date thereby thereby destroying any exclusivity of rights that
11 would have otherwise existed if Plaintiff had wanted to shop the book to a different
12 publishing house.

13 86. As a result of Plaintiff's detrimental reliance, she has suffered monetary,
14 emotional and contractual damages in an amount to be proven at trial.

15 **COUNT 4: UNJUST ENRICHMENT**

16 87. Paragraphs 1 through 64 are incorporated herein by reference.

17 88. Defendant received a significant publicity benefit in the form of 100s of news
18 articles of favorable coverage related to their statements as well as approximately
19 ten million views of their improper public statements May 10, 2019 to May 31, 2019
20 about Plaintiff. In fact, Rare Bird was for the first time deemed of sufficient public
21 importance as a result of these actions to warrant the creation of a Wikipedia page.
22 Defendant also received a significant increase in sales and customer base (which
23 they flaunted openly by endorsing hundreds of tweets saying things like "take my
24 money" and including receipts of books just purchased from them) as a result of
25 their improper public statements about Plaintiff Tynes.

1 89. Defendant received these significant publicity and sales benefits at direct
2 expense of Plaintiff's reputation, in the writing community and at large, and at the
3 expense of the commercial viability of her debut novel They Called Me Wyatt.

4 90. It would be unjust for Defendant to retain the value of the significant
5 publicity and sales benefits they received as a result of their statements denigrating
6 Plaintiff and her book as they were aware that the statements were false, harmful, in
7 violation of their contractual obligations, in violation of their public promise to
8 publish, print, distribute and market Plaintiff's book in good faith, and that their
9 subsequent actions in furtherance of these public statements would only bring about
10 additional harm to Plaintiff.

11 91. There existed a contractual relationship between the parties or, in the
12 alternative, a quasi-contractual relationship between the parties based on
13 Defendant's public promise.

14 92. As a result of Defendant's actions, Rare Bird was unjustly enriched in an
15 amount to be proven at trial.

16 **COUNT 5: TORTIOUS INTERFERENCE**

17 93. Paragraphs 1 through 64 are incorporated herein by reference.

18 94. **In the alternative**, Plaintiff had a business relationship and/or expectancy
19 with Rare Bird's California Coldblood Books imprint and with Rare Bird's
20 distribution network.

21 95. Plaintiff reasonably expected to have continued business relationships with
22 Rare Bird's California Coldblood Books imprint and with Rare Bird's distribution
23 network.

24 96. At the time Rare Bird made intentionally false and defamatory statements
25 about Plaintiff (that were also in violation of their own contract with Plaintiff and in

1 violation of their public promise to publish, print, distribute and market her book in
2 good faith), Defendant knew of her business relationships with their imprint (brand)
3 and with Rare Bird's distribution network, as well as Defendant's expected business
4 relationship in the future with Rare Bird's imprint (brand) and the distribution
5 network (Publisher's Group West).¹⁹

6 97. Rare Bird intentionally interfered with Plaintiff's business relationships as
7 well as her expected business relationship by making false and defamatory
8 statements, campaigning to undermine her credibility as an author and citizen,
9 "strongly urging" California Coldblood to cancel her book in a public statement that
10 received several million views on Twitter and was featured in over 100 news articles
11 worldwide, and taking actions to force the distribution network (Publisher's Group
12 West) to cancel "They Called Me Wyatt." Rare Bird's public demands to force
13 California Coldblood and Publisher's Group West to cancel her book were also in
14 violation of Rare Bird's own promise to print, publish, distribute and market
15 Plaintiff's book in good faith. Rare Bird's statement further made a representation
16 not only about "They Called Me Wyatt," but further declared on false pretenses that
17 Plaintiff was so beneath contempt that she was neither worthy of being published
18 nor being associated with in any way ("[We] have no desire to be involved with
19 anyone who thinks it's acceptable to jeopardize a person's safety and employment in
20 this way.").

21 98. Defendant's interference damaged Plaintiff's business relationships and
22

23 ¹⁹ This claim of tortious interference is in the alternative. The California Coldblood Books
24 imprint (brand) of Rare Bird is plainly a division and legal arm of Defendant Rare Bird for the
25 reasons laid out in paragraphs 5-14, but Rare Bird would also be liable for the same exact
damages if the two actually were separate entities (which they are not and could not even be as
California Coldblood Books (LLC) did not even exist at the time of the contract.

1 expected relationships with California Coldblood, Publisher's Group West, the
2 literary and publishing community at large, and Plaintiff's day job.

3 99. As a result of Defendant's interference, Plaintiff has suffered monetary and
4 contractual damages in an amount to be proven at trial.

5 **COUNT 6: DEFAMATION**

6 100. Paragraphs 1 through 64 are incorporated herein by reference.

7 101. Defendant has made and published intentionally false and harmful
8 statements about Plaintiff, as discussed above, and in particular, declaring her so
9 beneath contempt that nobody should be associated with her, falsely stating or
10 implying that she committed an act of moral turpitude, falsely stating or implying
11 that she engaged in an act of racism, falsely stating or implying that she threatened a
12 black woman's safety, falsely stating or implying that she engaged in an act of
13 oppression, and falsely stating or implying that she wanted to get a Metro worker
14 fired despite direct knowledge that she later contacted WMATA to ensure exactly
15 the opposite.

16 102. Defendant intentionally made and published these false and defamatory
17 statements, without privilege, to third parties to the public through social media and
18 publications to include over 100 news articles in the U.S. and abroad.

19 103. Defendant made these statements with actual malice and bad faith, with
20 knowledge that the statements were false, or in reckless disregard of the truth. This
21 is evidenced from the email chain between Plaintiff and Peterson (on which he
22 stated he briefed the rest of the Rare Bird team), Plaintiff's statements decrying
23 bigotry in her book (the manuscript of which Rare Bird read and accepted),
24 knowledge of her past public writings advocating for the rights of a black worker,
25 and the failure of Rare Bird to investigate the matter before making a public

1 statement declaring Plaintiff guilty of acts of racism, violence and moral turpitude.

2 104. These statements were defamatory *per se*.

3 105. These statements also carry additional defamatory implications about
4 Plaintiff.

5 106. These statements were made about Plaintiff Tynes regarding her acts as a
6 private citizen and she was not a limited-purpose public figure at the time the
7 statements were made. This is evidenced by the fact that no news outlet deemed the
8 matter sufficiently worthy of coverage – not even a local news outlet – in the eight
9 hours and 23 minutes prior to Rare Bird’s first public statement about Plaintiff.

10 107. As a result of Defendant’s false and defamatory statements, Plaintiff has
11 suffered the following harms: (a) her reputation at large and in the writing
12 community has been permanently ruined; (b) Plaintiff has been placed on leave at
13 her day job; (c) she has been subjected to death threats, harassment and vile racist
14 epithets; (d) she has been hospitalized with chest pain, extremely elevated blood
15 pressure, hyperventilation, shakiness and suicidal ideations; (e) she has been forced
16 to temporarily leave the country for fear of persecution and harm to her family; and
17 (f) her book, four years of her creative labor, was cancelled and sabotaged.

18 108. As a result of Defendant’s false and defamatory statements, Plaintiff has
19 suffered and will continue to suffer monetary, emotional and contractual damages
20 in an amount to be proven at trial.

21 **COUNT 7: CONSPIRACY TO DEFAME**

22 109. **Paragraphs 1 through 108** are incorporated herein by reference.

23 110. Defendant, working in concert with its imprint California Coldblood and
24
25

1 Robert J. Peterson,²⁰ combined and conspired with the purpose to defame Plaintiff as
2 is shown by: (a) Peterson briefing the rest of the Rare Bird team about the email
3 chain that started May 10, 2019 at 11:47 AM where Plaintiff informed Peterson that
4 she had reached out to WMATA to make certain that no punitive action was taken
5 against the Metro employee; (b) Peterson stating to Plaintiff and her husband on the
6 phone that Rare Bird and California Coldblood were going to make statements
7 denigrating her and her book unless she did what he said; and (c) the temporal
8 nexus, a mere 18-minutes apart, between Rare Bird and California Coldblood's
9 public statements.

10 111. Through this conspiracy, Defendant did defame Plaintiff.

11 112. As a result of this conspiracy, Plaintiff has sustained and will continue to
12 sustain emotional, contractual and monetary damages in an amount to be proven at
13 trial.

14 **COUNT 8: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

15 113. Paragraphs 1 through 64 are incorporated herein by reference.

16 114. Defendant acted intentionally to cause harm to Plaintiff as evidenced by:
17 (a) Peterson threatening that Rare Bird and California Coldblood would make
18 denigrating statements about Plaintiff if she refused to do what he said; (b)
19 California Coldblood making additional defamatory and denigrating public
20 statements about Plaintiff the following day (May 11, 2019) knowing that she had
21 been hospitalized and was on the brink of suicide as a result of Rare Bird and
22

23 _____
24 ²⁰ Plaintiff's position remains that Rare Bird is vicariously liable for the actions of its employee
25 Robert J. Peterson and it's science ficton division California Coldblood under a theory of
respondeat superior, but, in the alternative, they are liable for those same actions on the basis of
conspiracy.

1 California Coldblood's statements the previous day; and (c) attempting to force
2 Plaintiff to sign away her rights to her book and any civil action with nothing
3 tangible offered in return. Again, Peterson knew full well and acknowledged that
4 this was while she was under medical care, medicated and in a state of severe
5 emotional distress.

6 115. Defendant's conduct is sufficiently extreme and outrageous in that: (a)
7 Rare Bird's employee Peterson attempted to extort a statement by Plaintiff under the
8 threat (and with no basis in the contract) that if she refused then Rare Bird and
9 California Coldblood would destroy her life and career; (b) Rare Bird and California
10 Coldblood completed this threat with knowingly false and extremely harmful
11 statements shortly thereafter; (c) After knowing that these actions resulted in the
12 hospitalization of Plaintiff and placed her on the brink of suicide, California
13 Coldblood engaged in a double tap making another extremely harmful and
14 knowingly false statement about Tynes the following day; (d) attempting then to get
15 Plaintiff, while she was in a medical setting on the brink of suicide, to sign away her
16 rights to the fruit of four years of creative labor and her right to pursue any litigation
17 using urgency tactics one would expect from a door-to-door salesman.

18 116. Defendant's conduct in the form of threats of extortion, completion of said
19 extortionate threats in the form of extremely damaging and intentionally false public
20 statements, additional statements after she had already been hospitalized and was
21 on the brink of suicide, and attempts to get her to sign away her rights while under
22 medical care and already in a state of extreme emotional distress (as a result of
23 Defendant's preceding acts) directly caused Plaintiff's extreme emotional distress.

24 117. Plaintiff suffered extreme emotional distress in being hospitalized with
25 chest pains, shakiness, hyperventilation and suicidal ideations with her blood

1 pressure skyrocketing to 145/82 mmHg immediately after Rare Bird and California
2 Coldblood's statements. Plaintiff was diagnosed with a severe anxiety reaction and
3 was prescribed seven different medications to stabilize her condition. Defendant's
4 additional acts including the statement of May 11, 2019 by California Coldblood and
5 the attempts to get her to sign away her rights while under medical care
6 retraumatized her, caused her to suffer additional bouts of hyperventilation and
7 chest pain, triggered additional suicidal ideations, and further incited such a media
8 uproar – national and international – and such a barrage of constant harassment,
9 death threats, threats against her family and horrific racial slurs directed at her that
10 she felt no choice but to leave the country (and her three children) behind for a
11 temporary period to escape persecution in the United States finding refuge in the
12 Middle East (where she had previously faced a five year prison sentence in an
13 Egyptian prison with hard labor for training journalists). If that is not severe
14 emotional distress then the tort does not exist.

15 118. As a result of this action, Plaintiff has sustained and will continue to
16 sustain emotional and monetary damages in an amount to be proven at trial.
17
18
19
20
21
22
23
24
25

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff Natasha Tynes, moves this Court to enter judgment for
3 her against Defendant Rare Bird Lit. Inc., in the amount of THREE MILLION FOUR
4 HUNDRED AND FORTY THOUSAND (\$3,440,000) as compensatory damages and
5 TEN MILLION (\$10,000,000) in punitive damages for a total of THIRTEEN
6 MILLION FOUR HUNDRED AND FORTY THOUSAND (\$13,440,000), plus pre-
7 judgment and post-judgment interest at the maximum rate(s) allowed by law on the
8 entire judgment from the date of May 10, 2019 until paid. Plaintiff further moves this
9 Court for injunctive relief against Defendant Rare Bird Lit., Inc., to enforce their
10 promise to publish, print, distribute and market the book They Called Me Wyatt in
11 good faith.

12 Respectfully submitted,

13 HAWGOOD, HAWGOOD & MORAN, LLP

14 /s/William Moran II, Esq.
15 WILLIAM MORAN II, Esq.
16 *Attorney for Plaintiff*
(Pro hac vice to be sought)
moranmedialaw@gmail.com

17 /s/Arthur Hawgood III, Esq.
18 ARTHUR P. HAWGOOD III, Esq.
19 *Attorney for Plaintiff (SBN 313751)*
arthur@hawgoodlaw.com