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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

Natasha Tynes

*Plaintiff*

v.

Rare Bird Lit, Inc.

and

Rare Bird Books LLC

and

Robert Jason Peterson

*Defendants*

) Case No.  
) Judge:

**COMPLAINT FOR:**

- (1) BREACH OF CONTRACT**
- (2) BREACH OF IMPLIED COVENANT**
- (3) PROMISORY ESTOPPEL**
- (4) UNJUST ENRICHMENT**
- (5) TORTIOUS INTERFERENCE**
- (6) DEFAMATION**
- (7) CIVIL FRAUD**

**JURY TRIAL DEMANDED**

1 **NATURE OF ACTION**

2 1. This is an action for breach of contract, breach of the implied covenant of good  
3 faith and fair dealing, promissory estoppel, unjust enrichment, tortious interference,  
4 defamation and civil fraud. Several of these counts are in the alternative with respect to  
5 specific Defendants as is articulated fully in the counts section.

6 **THE PARTIES**

7 2. Plaintiff Natasha Tynes, an individual, is a resident of the State of Maryland. Prior to  
8 the events giving rise to the lawsuit, Natasha enjoyed a distinguished reputation in the  
9 community at large. Plaintiff is an award winning Jordanian-American author<sup>1</sup> and is a  
10 communications professional for the World Bank. In 2012, Natasha served as the program  
11 director for the International Center for Journalists (ICFJ) and in that capacity trained  
12 Egyptian journalists with an emphasis on international journalism standards and ethics. As a  
13 result of her actions in defense of free speech and a free press, Natasha was sentenced to five  
14 years in an Egyptian prison with hard labor along with ten Americans. In her work and on  
15 blogs, Natasha has spoken out about the scourge of racism and bigotry and has been  
16 subjected to racism over the years as a result of her Jordanian heritage and her prominent  
17 accent. In addition to her arduous career, Natasha is the mother of three small children, and  
18 she is her family of five's sole source of income. As a result of Defendants' collective and  
19 individual actions: (a) her reputation at large and in the writing community has been  
20 permanently ruined; (b) Plaintiff lost her day job; (c) she has been subjected to death threats,  
21 harassment and vile racist epithets; (d) she has suffered suicidal ideations; (e) she was forced  
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24 <sup>1</sup> Second runner-up for the 2018 F. Scott Fitzgerald Literary Short Story Contest

1 to temporarily leave the country for fear of persecution and harm to her family;<sup>2</sup> and (f) her  
2 book, four years of creative labor, was not only cancelled but mutilated and sabotaged.

3 3. Defendant Rare Bird Lit, Inc. is a corporation in the State of California headquartered  
4 in Los Angeles.

5 4. Defendant Rare Bird Books LLC is registered in the State of California, is  
6 headquartered in Los Angeles, and the entity's sole member is a resident of Los Angeles.

7 5. Defendants Rare Bird Lit, Inc. and Rare Bird Books LLC are alter egos of one  
8 another. They have the same staff, same address, same website, same logo, they have a  
9 common literary business, the President of Rare Bird Lit, Inc. is the sole-member of Rare  
10 Bird Books LLC listed with the California Secretary of State (as of April 2017 he owned  
11 85.6% of Rare Bird Books LLC with a silent partner owning the rest), they file corporate  
12 registrations on the same date, and they speak in a single voice – in response to an earlier  
13 action against only Rare Bird Lit, Inc., on the @RareBirdLit Twitter account, the statement  
14 was put out with the caption “Statement from Rare Bird” and the header “**STATEMENT**  
15 **FROM RARE BIRD BOOKS**” speaking about the “complaint filed against Rare Bird” and  
16 “Rare Bird will, of course, expend all of the resources necessary.” (Hereinafter, these alter  
17 egos will be referred to as “Rare Bird Defendants.”) Rare Bird Defendants are jointly and  
18 severally liable for acts recounted in paragraphs 1-129 *infra*.

19 6. Defendant Robert Jason Peterson is a natural person living in the State of California  
20 in the County of Los Angeles and the city of Los Angeles. As of April 2017, Defendant  
21 Peterson was referred to as the “co-publisher of California Coldblood” along with Rare Bird  
22 Books LLC and referred to by his co-Defendants as part of “The Rare Bird Team.”

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23  
24 <sup>2</sup> She has since returned.

1 **JURISDICTION AND VENUE**

2 7. Jurisdiction is appropriate in the County of Los Angeles, and this Court has personal  
3 jurisdiction over Defendants which are (a) headquartered in the Central Judicial District; (b)  
4 have transacted and conducted substantial business in the State of California, the County of  
5 Los Angeles and the Central Judicial District; (c) Defendants’ actions alleged herein occurred  
6 in the State of California and the County of Los Angeles; (d) the sole member of Rare Bird  
7 Books LLC resides in Los Angeles County; (e) Defendant Peterson resides in Los Angeles  
8 County and (f) many events giving rise to claims at issue in this lawsuit arose in California,  
9 including within the County of Los Angeles and the Central Judicial District.

10 **FACTS**

11 ***Plaintiff’s Book Contract for They Called Me Wyatt With Rare Bird***

12 8. Founded February 2010, Rare Bird Defendants are a Publishers Group West  
13 distributed publisher<sup>3</sup> that releases fifty books per year<sup>4</sup> on its five imprints – A Barnacle  
14 Book, a Vireo Book, California Coldblood, Archer and the flagship Rare Bird Books. Each  
15 of these imprints (brands) of Rare Bird or, as Los Angeles Magazine referred to them “Rare  
16 Bird’s many arms,” feature a “slightly different set of overlapping genres; California  
17 Coldblood focuses on sci-fi and the like, whereas A Barnacle Book brings out Hollywood lit,  
18 memoir, and crime fiction,” to target different market segments.<sup>5</sup> Rare Bird Defendants are  
19 best publicly known for the events that give rise to this litigation with a Wikipedia page made  
20 for Rare Bird Defendants on May 13, 2019 in response to the publicity and 100s of news  
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23 <sup>3</sup> <http://archive.is/GWgyU>

24 <sup>4</sup> <http://archive.is/6gRTU>

25 <sup>5</sup> <http://archive.is/jwJYz/>

1 articles their actions to harm Plaintiff generated for them<sup>6</sup>

2 9. California Coldblood was “launched in 2014 when Rare Bird Books was kind enough  
3 to take [them] on as their imprint for science-fiction and fantasy.”<sup>7</sup> California Coldblood  
4 existed without any legal or corporate structure independent of Rare Bird from April 8, 2014  
5 <sup>8</sup> until at least August 23, 2018. California Coldblood has been publicly listed as a “division”  
6 of Rare Bird and is headed by Robert J. Peterson.<sup>9</sup> During this period of time extending in  
7 excess of four-years, California Coldblood referred to Rare Bird as its “parent company”<sup>10</sup> **as**  
8 **recent as April 17, 2018.** To this date, a “California Coldblood” page is included on the  
9 online “Catalog” of Rare Bird’s “Collections.”<sup>11</sup>

10 10. In February 2018, Robert J. Peterson also began working for Rare Bird in the  
11 capacity, among other things, as the company’s WordPress Developer and webmaster.<sup>12</sup>

12 11. On March 23, 2018, in response to Plaintiff’s questions about a potential book deal,  
13 Robert Peterson wrote the following: (a) **“You’ll have us at CCB [(California Coldblood)]**  
14 **and RBB [(Rare Bird Books)],** as well as the other authors at CCB, to draw on as resources  
15 for promotions; (b) “[t]he **buck stops with me and Rare Bird,** but rest assured, I won’t  
16 move forward with a [book] cover unless you’re psyched about it”; and (c) **“Rare Bird** also

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18 <sup>6</sup> <http://archive.is/HOGiS>

19 <sup>7</sup> <http://archive.is/ZQEy1>

20 <sup>8</sup> <http://archive.is/yRV4C>

21 <sup>9</sup> <http://archive.is/BHb2l>

22 <sup>10</sup> <http://archive.is/EnsdE> and <http://archive.is/InQZH> and <http://archive.is/HtFMD>

23 <sup>11</sup> <http://archive.is/GM2bV>

24 <sup>12</sup> Peterson previously listed himself as a Rare Bird employee on LinkedIn per BeenVerified. Upon knowledge of these proceedings and in defiance of a document retention request, Peterson deleted this employment entry in order to cover-up his role at Rare Bird. This can be determined from the page summary of this Google Search <http://archive.is/QuRKY> (the summary is based on the last time Google crawled that page) which otherwise corresponds with LinkedIn’s employee listing for Rare Bird: <https://www.linkedin.com/company/rare-bird-books-llc/people/>

1 has some great contacts in the audio book world that I can leverage.” (bolded for emphasis).

2 12. On March 24, 2018, in response to Plaintiff’s questions about a potential book deal,  
3 Robert Peterson wrote: (a) Plaintiff would receive assistance with book launch events  
4 because “**the crew at Rare Bird** basically know every small bookstore in the country”; and  
5 (b) Plaintiff would receive space at book festivals because “**Rare Bird goes to a ton of**  
6 **festivals**, including the biggies like BEA, and **all RBB/CCB [(Rare Bird Books/California**  
7 **Coldblood)] authors** are invited to attend, sign, etc. [sic] etc.”

8 13. On April 16, 2018, Plaintiff’s book (They Called Me Wyatt) was listed for pre-sale on  
9 Rare Bird Defendants’ website by Peterson at [http://rarebirdbooks.com/product/they-called-](http://rarebirdbooks.com/product/they-called-me-wyatt/)  
10 [me-wyatt/](http://rarebirdbooks.com/product/they-called-me-wyatt/). When Plaintiff expressed excitement at how fast the book became part of Rare  
11 Bird Defendants’ catalog, Peterson explained, “helps when you **built and manage** the RBB  
12 ([Rare Bird Books]) website.” (bolded for emphasis). This was **a week prior to the**  
13 **contract**. Peterson said the book had received twenty (20) preorders in its first few hours.

14 14. On April 17, 2018, Plaintiff’s book was made available for pre-sale in an e-book  
15 format on the Rare Bird website by Robert J. Peterson.

16 15. That same day, **on April 17, 2018**, Plaintiff wrote on Twitter, “**So happy to see my**  
17 **awesome publisher @rarebirdlit mentioned in this piece** [linking to a tweet from  
18 @CalifColdblood].” Plaintiff Tynes also said on Twitter on March 23, 2019, “My publisher  
19 @rarebirdlit will be publishing Sean Penn’s new book” -- **@RareBirdLit endorsed this**  
20 **tweet with a like** (bolded for emphasis). Plaintiff reasonably (and correctly) believes that her  
21 publishing contract is with Rare Bird Defendants through their science-fiction imprint  
22 (brand). Plaintiff is not alone as another author reasonably (and correctly) appears to believe  
23 that his publisher is Rare Bird Defendants through their science-fiction imprint as his Twitter  
24  
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1 profile header is “(@rarebirdlit @califcoldblood)”<sup>13</sup> and said, “[t]his, by the way, is the  
2 premise of my next book... coming out next year from @rarebirdlit and @califcoldblood.”<sup>14</sup>

3 16. On April 20, 2018 at 11:08AM PDT, as a member of “The Rare Bird Team” (agent)  
4 and “co-publisher” (partner) with Rare Bird Defendants of the California Coldblood imprint  
5 (brand), Robert J. Peterson issued a written contract memorializing terms for the publication  
6 of Plaintiff’s book “They Called Me Wyatt.” The contract stated in relevant part:

- 7 a. “The parties to the Agreement wish to publish the **hardcover** or trade paperback  
8 [sic] original paperback, e-book, **and** audiobook editions of the Author’s book...”  
9 (bolded for emphasis).
- 10 b. “Publication dates [are] to be agreed upon **mutually by the parties.**” (bolded for  
11 emphasis).
- 12 c. “**PROMISE TO PUBLISH:** In consideration of the **Publisher’s promise to**  
13 **publish** and all related covenants set forth herein, Author hereby grants Publisher  
14 and its licensees the exclusive rights to print, publish, distribute, and sell the  
15 Book, in whole or in part, worldwide.” (bolded for emphasis).
- 16 d. “The Publisher and Author shall have **joint approval** over the design, format,  
17 and style of the Book...”. (bolded for emphasis).
- 18 e. “Publisher will give Author and/or Agent a combined thirty-five (35) copies of  
19 the **print editions** of the Book published by Publisher after initial publication.”  
20 (bolded for emphasis).
- 21 f. “Author and/or **Imprint** may purchase additional copies at a discount of 50% off  
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<sup>13</sup> <http://archive.is/cuDIH>

24 <sup>14</sup> <https://twitter.com/drewminh/status/1045039034018324481>

1 the suggested retail price... **Publisher** will use reasonable efforts, if available, to  
2 supply Author and **Imprint** with a combined two (2) copies of any licensed  
3 version of the physical book.” (bolded for emphasis). “**Imprint**” (California  
4 Coldblood) is distinguished from “**Publisher**” (Rare Bird) multiple times  
5 throughout the contract.

6 g. “Publisher and Author will have **joint approval** over the promotion of the Book.”  
7 (bolded for emphasis).

8 h. “Additionally, the **Author** and Publisher **will have the right to approve** how the  
9 book will be described in publicity materials over which the Publisher and Author  
10 have control.” (bolded for emphasis).

11 i. “**ROYALTIES**: Publisher shall pay to the Author: 50% Net...”

12 j. “Should the Publisher default in complying with **any term** of this Agreement...  
13 **without restriction on other remedies allowed hereunder or by law**, all rights  
14 herein shall automatically revert to the Author and Publisher shall have no further  
15 rights in and to the Book.” (bolded for emphasis).

16 k. “The agreement may be assigned... [only] **with Author’s written approval**.”  
17 (bolded for emphasis).

18 l. “Upon execution of this Agreement, Publisher will be responsible for issuing an  
19 initial acquisitions release”

20 m. “Publisher will defend and hold harmless Author from any claim made against  
21 Author that relates solely to **Rare Bird Book Material** included in the Book, or  
22 in any advertising and promotion of the same, provided that Author has given  
23 Publisher prompt written notice of any such claim.”  
24  
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1 n. “Publisher, as well as its licensees and customers, may use Author’s name, **pre-**  
2 **approved likeness**, and pre-approved biographical information for promotional  
3 purposes.” (bolded for emphasis).

4 17. On April 22, 2018, Plaintiff signed the publishing contract for They Called Me Wyatt.

5 18. At the time of the contract, the email signature line of Rare Bird’s second highest  
6 officer listed California Coldblood as a division under the control of Rare Bird:

7 Julia Callahan  
8 **Rare Bird Lit**  
9 **Rare Bird Books**  
10 A Vireo Book  
11 A Barnacle Book  
12 **California Coldblood**  
13 Archer  
14 Director of Sales and Marketing  
453 E. Spring St., Suite 302  
Los Angeles, CA 90013  
213.623.1773 o  
831[redacted] c  
@rarebirdlit  
julia@rarebirdlit.com  
www.rarebirdlit.com

15 (bolded for emphasis)

16 19. On April 25, 2018, Plaintiff’s book was added to www.californiacoldblood.com with  
17 the purchase link stating “Buy Now From Rare Bird Books” which redirected back to the  
18 Rare Bird book page referenced in paragraph 12.<sup>15</sup>

19 20. On July 23, 2018, Rare Bird Defendants created an Amazon page for They Called Me  
20 Wyatt making the book available for pre-order on Amazon Kindle, Audiobook, Paperback  
21 and Audio CD with readers told “This title will be released on June 11, 2019.” In the Product  
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23 \_\_\_\_\_  
24 <sup>15</sup> <https://web.archive.org/web/20180425065251/http://www.californiacoldblood.com/they-called-me-wyatt/>

1 Details section, Rare Bird Defendants listed: “**Publisher: Rare Bird Books** (June 11,  
2 2019).”<sup>16</sup> (bolded for emphasis).

3 21. On August 23, 2018, **four months after the contract**, a separate entity California  
4 Coldblood Books LLC was registered listing as its sole-member Defendant Peterson.<sup>17</sup>

5 **Plaintiff has no agreement with this later formed LLC and has never consented to any**  
6 **assignment of the contract – the contract requires consent to assign to a new party.**

7 22. On November 13, 2018, “California Coldblood, an imprint of **Rare Bird Lit, Inc.**,”  
8 entered into an audio publication agreement with Brilliance Publishing with an advance of  
9 \$3,000. On the first page, the “Rights Holder’s Notice Address” was listed as follows:  
10 “California Coldblood / **Rare Bird Lit, Inc., 453 South Spring Street, Suite 302**, Los  
11 Angeles, CA 90013, Attention: Robert Peterson, Phone: **(213) 623-1773.**” Notably, the  
12 address and phone number belong to Rare Bird Lit, Inc., not the subsequently formed LLC.

13 23. On March 2, 2019, Rare Bird Defendants issued a press release announcing the June  
14 11, 2019 book release of “They Called Me Wyatt.” The primary header in the upper-left  
15 corner lists “**Rare Bird Books, 453 S. Spring Street, Suite 302** Los Angeles CA 90013”  
16 featuring Rare Bird Defendants’ logo along with a secondary header in the upper-right corner  
17 listing “California Coldblood Books, An Imprint of **Rare Bird Books.**” The press release  
18 states “**Rare Bird Books** and California Coldblood Books are proud to bring you Jordanian-  
19 American journalist Natasha Tynes’ debut novel...” The book’s registration lists:

20 “CONTEMPORARY FANTASY | Paperback | **Rare Bird** / California Coldblood Books.”

21 The first contact provided is “Sales: Julia Callahan | [julia@rarebirdlit.com](mailto:julia@rarebirdlit.com) | 213.623.1773.

22  
23 \_\_\_\_\_  
24 <sup>16</sup> <http://archive.is/MZ3sj>

<sup>17</sup> <http://archive.is/bK8yD>

1           24. On March 22, 2019, Plaintiff wrote to Defendant Peterson: “**Does [Julia Callahan]**  
2 **still work for CCB [(California Coldblood)]?”** Defendant Peterson responded: “**Julia**  
3 **Callahan? Yes, she works for Rare Bird.**” (bolded for emphasis).

4           25. The book’s first page lists: “A California Coldblood Book, **Rare Bird Books**, Los  
5 Angeles, Calif.” The back cover of the book lists: “A California Coldblood Book, An Imprint  
6 of **Rare Bird Books**, Distributed by Publishers Group West.” The copyright section lists: “A  
7 California Coldblood Book | **Rare Bird Books, 453 South Spring Street, Suite 302**, Los  
8 Angeles, CA 90013, **rarebirdbooks.com**, **californiacoldblood.com**.” (bolded for emphasis).  
9 That street address belongs to Rare Bird Defendants.

10           26. The book’s ISBN number of 978-1947856752 is registered to Rare Bird Books.<sup>18</sup>

11           27. From June 2, 2018 until May 9, 2019, Rare Bird Defendants, using their Twitter  
12 account @rarebirdlit, systematically “liked” (endorsed) over thirty-five (35) tweets by  
13 @NatashaTynes nearly all of which referred or related to her book “They Called Me Wyatt.”

14           28. On May 30, 2019, Rare Bird Defendants took the action of cancelling (without her  
15 consent) all of the Kindle pre-orders of Plaintiff’s book “They Called Me Wyatt” costing her  
16 royalties, crippling the book’s commercial viability and causing further intrinsic harm.<sup>19</sup>

17           29. On May 31, 2019, less than a day after the events of the preceding paragraph and, on  
18 information and belief in coordination with Rare Bird Defendants, Defendant Peterson  
19 created a competing Amazon Page for They Called Me Wyatt selling a bootleg copy with a  
20 black and white cover under a completely different ISBN number (i.e. – this is registered as a  
21

22 \_\_\_\_\_  
23 <sup>18</sup> <https://isbnsearch.org/isbn/9781947856752>

24 <sup>19</sup> 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 – these are purely  
sabotaged sales and is a digital version of book burning.

1 completely different book) further diluting any possible sales or future publication of the  
2 book. Plaintiff did not consent to the cover and did not consent to the book being assigned to  
3 any new entity. This appears to be an amateurish attempt to cover up the fact that Rare Bird  
4 Defendants were Natasha Tynes' contractually bound "co-publisher."

5 30. On June 5, 2019, Rare Bird Defendants took action towards cancelling (without  
6 Plaintiff's consent) all print copy pre-orders of "They Called Me Wyatt" costing Plaintiff  
7 royalties, crippling the book's commercial viability and causing intrinsic harm by flushing  
8 away four years of the debut novelist's creative labor.

9 31. On June 9, 2019, in concert with attorney David S. Eisen, Rare Bird Defendants  
10 issued an extraordinary statement in their own name identical to what Mr. Eisen had just told  
11 the press. In relevant part for this section, the statement cited as its "chief" defense to this  
12 action that allegedly "Rare Bird never had any agreement of any kind with Ms. Tynes"  
13 before clumsily linking to a lone negative book review (the book had otherwise generally  
14 reviewed very well) which itself lists Rare Bird Defendants as the publisher in the top line:  
15 "Natasha Tynes. **Rare Bird**, \$16 trade paper (280 p)." <sup>20</sup>

16 32. Based on Paragraphs 5-31, Rare Bird Defendants are bound by the contract between  
17 Natasha Tynes and California Coldblood Books because at the time of contract formation  
18 California Coldblood was simply not a separate and distinct legal entity, but rather a legal  
19 extension – the unincorporated science fiction brand – of Rare Bird Defendants.

20 33. **In the alternative**, based on Paragraphs 5-31, Rare Bird Defendants are bound by the  
21 contract (along with Defendant Peterson) as the "co-publisher of California Coldblood."  
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23 \_\_\_\_\_  
24 <sup>20</sup> The actionable content in the whole of David S. Eisen's and Rare Bird's statement shall be  
25 addressed later in this Complaint.

1           34. **In the alternative**, based on Paragraphs 5-31, Rare Bird Defendants are bound by the  
2 contract between California Coldblood Books and Plaintiff on a theory of ostensible agency.

3           35. **In the alternative**, based on Paragraphs 5-31, Rare Bird Defendants are bound by the  
4 contract between California Coldblood Books and Natasha Tynes under an alter ego theory.

5 **ACTIONS BY DEFENDANTS THAT GIVE RISE TO THIS CASE**

6 *The Events of May 10, 2019*

7           36. On May 10, 2019, at 9:15 A.M., following her morning commute, Plaintiff Tynes  
8 posted a tweet highlighting the fact that a uniformed DC Metro transit employee, who was to  
9 her understanding able to ticket passengers for eating on the train, was herself eating a full-  
10 plate meal while sitting right under a train placard that said: “The following are strictly  
11 prohibited in the Metrorail system: No smoking, **No eating** or drinking, No animals, No  
12 Audio/Video, No Littering, No Dangerous or Flammable Items. It’s the law. Violation is  
13 punishable by fine and/or jail. To contact Metro Transit Police, call 202-962-2121.” (bolded  
14 for emphasis). The tweet made no reference to race. The tweet highlighted in all-caps that the  
15 Metro worker was in “**UNIFORM**” and that the worker had blown Plaintiff off when asked  
16 about what rules apply to Metro staff saying, “worry about yourself.” (bolded for emphasis).

17           37. At or before 9:49 A.M., Plaintiff thought better of the social media post and promptly  
18 deleted the tweet. As a mother of three, a novelist and a communications worker, Plaintiff  
19 often does not get a chance to eat before work and she would have liked to have enjoyed such  
20 privileges. She assumed a Metro employee would ticket her for eating on the train because a  
21 couple years ago a different Metro employee forced her to throw away a banana that she was  
22 eating on the platform under threat of being ticketed. Thus, Plaintiff often goes into the  
23 afternoon on an empty stomach to make the commute and fulfill her obligations.

1           38. The Metro employee has not been publicly identified and was not readily identifiable  
2 in an image accompanying Plaintiff’s tweet (her face blocked by her Metro uniform cap). It  
3 has been reported that no action was taken against the transit worker by Metro nor did  
4 Plaintiff think that any employment action would ever actually be taken against a Metro  
5 **union** transit worker for such a minor incident. (bolded for emphasis).<sup>21</sup>

6           39. At 11:38 AM, Plaintiff contacted Metro through Twitter to make extra certain that the  
7 Metro employee would not face any sanction stating: “I would ask you not to discipline the  
8 employee... I made an error in judgment by reporting her.”

9           40. At 11:47 AM, Plaintiff informed Defendant Peterson that she had contacted Metro to  
10 make certain that they would not discipline the worker and explained to him that having not  
11 grown up in the United States, the issue of race had not even occurred to her when she made  
12 the tweet and she just simply had no such intention at all. Specifically, she stated that “I don’t  
13 understand race in the US and I’m stupid. Im [sic] so sorry.”

14           41. At 11:53AM, Meg Eden who identified herself as the “Assistant Director of Publicity  
15 and Marketing at California Coldblood” replied:

16           You’re not stupid – race relations in the US have a really messy  
17 history and a still messy present. **Twitter is a dumpsterfire [sic]**  
18 **and will latch onto anything.** I would just recommend that the  
19 lesson be: avoid calling people out on public platforms as a general  
20 rule, and avoid posting pictures of people without their permission.  
21 If you have complaints with an organization, or more so, a specific

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22  
23 <sup>21</sup> A DC Metro worker would not reasonably be fired for the jaywalking level act of eating on a  
24 train when the Metro literally catches fire every other day spurring the creation of an account “Is  
25 Metro on Fire?” to let you know if your train is on fire. <https://twitter.com/IsMetroOnFire>

1 employee, seek to contact them privately instead of publicly.

2 42. Defendant Peterson responded similarly saying that he did not blame Tynes, that  
3 “[y]ou’ll get through this, Natasha [,] [w]e’ve got your back,” confirmed with her that she  
4 reached out to Metro to ensure that the worker’s job would be safe, thanked her for posting  
5 an apology post about the morning tweet and told her “**just lay low.**” (bolded for emphasis).  
6 Peterson also confirmed that he briefed the rest of Rare Bird and that he was coordinating  
7 statements with them stating that he “conferred” with “RBB” (Rare Bird Books).

8 43. In addition to the content of this correspondence, Rare Bird Defendants had  
9 additional reason to know that Plaintiff held no racial animosity based on her prior writings  
10 including a HuffPost article titled, “The Story of Howard: ‘The World’s Best Cashier’”  
11 which advocated for Safeway to rehire a worker. That Safeway worker was black.

12 *Initial Statements by Defendants*

13 44. Throughout the day on May 10, 2019, Plaintiff and her husband received increasingly  
14 threatening phone calls from Defendant Peterson demanding that she make additional public  
15 statements about the incident, threatening to cancel her book and stating that if she did not do  
16 what he demanded then Rare Bird Defendants and he would make public statements  
17 maligning Plaintiff and her book. Plaintiff informed Defendant Peterson that her employer  
18 had issued a directive strictly prohibiting her from making any further public comment.

19 45. At 8:38 P.M., Rare Bird Defendants, in concert with Defendant Peterson, posted a  
20 defamatory statement<sup>22</sup> alleging that Plaintiff: (1) engaged in the “**policing**” of a “**black**  
21 **woman[’s] body**”; (2) “**jeopardize[d] a person’s safety**”; (3) specifically targeted a black  
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24 <sup>22</sup> <http://archive.is/rIXEu>

1 woman with “this kind of inappropriate behavior”<sup>23</sup> and (4) announced that they are  
2 “strongly urging Tynes’ publisher, California Coldblood” to end their contract with her (even  
3 though Rare Bird is the actual contract party as California Coldblood Books LLC did not  
4 even exist until over four months after the date of contract formation). (bolded for emphasis).  
5 The tweet received 6,092 retweets and 25,950 likes equating to several million views.  
6 Plaintiff did not engage in an act of racial targeting or subjugation. Plaintiff took no action  
7 that jeopardized anybody’s safety (an accusation akin to assault). Plaintiff did not commit  
8 any act of moral turpitude. Rare Bird Defendants’ statement is knowingly false, defamatory  
9 *per se* and also carries further defamatory implications.

10 46. At 8:56 P.M., and in concert with Rare Bird Defendants, Defendant Peterson issued a  
11 statement<sup>24</sup> on the account (@CalifColdblood) falsely implying that Plaintiff engaged: (1) in  
12 an act of “racism” against a “black wom[a]n” and (2) engaging in the act of an “oppressor.”  
13 Plaintiff did not engage in an act of racism. Plaintiff did not engage in an act of oppression in  
14 tweeting about the rules not applying to uniformed authorities. This statement received 957  
15 retweets and 3,666 likes consistent with roughly one half-million views.

16 47. At 1:09 P.M the next day (May 11, 2019), Defendant Peterson issued a second  
17 statement<sup>25</sup> again falsely implying that Plaintiff engaged in an act of racism against a black  
18 woman and again stating that Plaintiff engaged in the act of an oppressor. In this additional  
19 statement, In this statement, Defendant Peterson also called for “halting all shipments from  
20

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21 <sup>23</sup> 97% of DC Metro employees are black so if a customer has an interaction with a Metro  
22 worker, there’s a decent chance having nothing to do with their race that they just happen to be  
23 black. [https://www.washingtontimes.com/news/2012/mar/27/even-with-big-salaries-metro-cant-  
fill-its-jobs/?utm\\_medium=RSS&utm\\_source=RSS\\_Feed](https://www.washingtontimes.com/news/2012/mar/27/even-with-big-salaries-metro-cant-fill-its-jobs/?utm_medium=RSS&utm_source=RSS_Feed)

24 <sup>24</sup> <http://archive.is/EYPI9>

25 <sup>25</sup> <http://archive.is/C1Zvo>



1 the warehouse and postponing the book’s publication date” and taking “appropriate next  
2 steps to officially cancel the book’s publication.” The tweet received 251 retweets and 1,326  
3 likes consistent with 250,000 views.

#### 4 **HARM AND CAUSATION**

5 48. In the wake of the statement by Defendants, the story erupted into national and  
6 international news. Washington Post,<sup>26</sup> Slate,<sup>27</sup> USA Today,<sup>28</sup> Daily Mail,<sup>29</sup> Fox News,<sup>30</sup>  
7 NBC News,<sup>31</sup> CBS News,<sup>32</sup> RT,<sup>33</sup> HuffPost,<sup>34</sup> BuzzFeed, BBC News, Daily Beast, New York  
8 Post, Orlando Sentinel, Jezebel, etc. and reported that Natasha Tynes had lost her book deal  
9 and prominently featured the statements by Rare Bird Defendants falsely accusing Natasha  
10 Tynes of an act of moral turpitude, an act of racial targeting, an act that placed a black  
11 woman’s safety in jeopardy, and an act of racial subjugation and body policing a black  
12 woman. The statement by Rare Bird Defendants was knowingly false, defamatory *per se*,  
13 defamatory *per quod*, defamatory by implication, and in intentional and bad faith violation of  
14 contractual duties owed to Plaintiff and intended to cause harm.

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16 <sup>26</sup> [https://www.washingtonpost.com/transportation/2019/05/11/dc-pundit-shamed-metro-worker-eating-train-now-her-book-deal-is-jeopardy/?utm\\_term=.481b0636a96f](https://www.washingtonpost.com/transportation/2019/05/11/dc-pundit-shamed-metro-worker-eating-train-now-her-book-deal-is-jeopardy/?utm_term=.481b0636a96f)

17 <sup>27</sup> <https://slate.com/news-and-politics/2019/05/woman-reports-employee-eating-may-lose-book-deal.html>

18 <sup>28</sup> <https://www.usatoday.com/story/life/books/2019/05/11/natasha-tynes-book-deal-halted-amid-metro-shaming-backlash/1176291001/>

19 <sup>29</sup> <https://www.dailymail.co.uk/news/article-7018277/Publisher-drops-authors-book-calls-Metro-rail-worker-eating-train-fired.html>

20 <sup>30</sup> <https://www.foxnews.com/us/natasha-tynes-author-shamed-washington-dc-transit-worker-book-deal>

21 <sup>31</sup> <https://www.nbcnews.com/news/us-news/author-reported-metro-worker-eating-train-now-she-might-lose-n1004716>

22 <sup>32</sup> <https://www.cbsnews.com/news/natasha-tynes-twitter-author-tweet-metro-worker-eating-on-train-publisher-delay-novel/>

23 <sup>33</sup> <https://www.rt.com/usa/459090-book-cancelled-metro-eating/>

24 <sup>34</sup> [https://www.huffpost.com/entry/natasha-tynes-author-washington-metro-black-worker\\_n\\_5cd88714e4b054da4e8b467b](https://www.huffpost.com/entry/natasha-tynes-author-washington-metro-black-worker_n_5cd88714e4b054da4e8b467b)

1           49. BBC News ran the byline “US Author Loses Book Deal for Tweet-Shaming,” based  
2 on the defamatory statement by Rare Bird. **Every news outlet mentioned in the preceding**  
3 **paragraph led with the fact that Plaintiff lost her book deal and centered their stories**  
4 **on Rare Bird Defendants’ accusations about Plaintiff.** In the over 11 hours before  
5 Defendants’ statement, the only reference to Plaintiff’s tweet was online, mostly Twitter.

#### 6 **Death Threats, Harassment and Persecution**

7           50. On May 12, 2019, in response to Defendants’ statement about Plaintiff Tynes, non-  
8 stop media calls to Tynes and her family began.

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

13           52. On May 14, 2019, Plaintiff’s employer placed her on administrative leave. Thereafter,  
14 Plaintiff was informed that her contract with the World Bank would not be renewed. Plaintiff  
15 lost her day job and her entire career in response to Rare Bird Defendants’ actions.

16           53. For weeks after and in response to Defendants’ statement, Plaintiff would receive  
17 threats to her physical safety and the physical safety of her family via Facebook and Twitter  
18 including for representative example the following messages: (1) “You ugly ass racist bitch,  
19 Now **Ur book is cancelled LOL**, and ur husband is a pussy, I’ll smack the shit out of him”  
20 (bolded for emphasis); (2) “We all know where you work. Stupid, racist, cousin lover, Trump  
21 supporting bitch” (Tynes is a Democrat); and (3) calls for Plaintiff to “be killed violently.”

22           54. Other social media users messaged Plaintiff about her children including for  
23 representative example: (1) “You fucking pathetic cunt, I feel sorry for your kids because  
24  
25

1 mommy's trash"; (2) "You are a piece of shit and deserve to never be published again. I pray  
2 your actions haunt your children and grandchildren."

3 55. Plaintiff became the subject of racial slurs in response to the frenzy including being  
4 called a "terrorist," "a plane bomber," "un-American," "a radical Muslim" and "a Haji" while  
5 other users called for her deportation.

6 56. On May 21, 2019, Natasha Tynes was forced to temporarily flee the United States  
7 having become the subject of persecution as a result of statement by Defendants. Natasha  
8 Tynes returned to Jordan fearing that her one-year-old baby, her seven-year-old twins, and  
9 her husband would be the subject of violence, reprisals and harassment at the hands of a mob  
10 Rare Bird Defendants' statement was a substantial factor in ginning up to a fever pitch.

11 57. Plaintiff has suffered and continues to suffer suicidal ideations as a result of Rare Bird  
12 Defendants' false and defamatory statement and breach of contract which was a substantial  
13 factor in the public harassment and persecution of Plaintiff.

#### 14 **Defendants' Ongoing Harassment Campaign**

15 58. On June 9, 2019 at 5PM (EDT), attorney David S. Eisen, on behalf of Rare Bird  
16 Defendants, released the following defamatory and extraordinary statement<sup>35</sup> (in part):

17 The complaint filed against Rare Bird by Natasha Tynes is baseless  
18 for a host of reasons, chief among them: Rare Bird has never had  
19 any agreement of any kind with Ms. Tynes, **nor has anyone from**  
20 **Rare Bird ever had any contact with her whatsoever**, and Rare  
21 Bird's statement about Ms. Tynes' conduct was not defamatory.

22  
23  
24 <sup>35</sup> <https://deadline.com/2019/06/la-book-publisher-rare-bird-sued-natasha-tynes-1202629776/>

1 Ms. Tynes' publisher, California Coldblood, arranged for Rare  
2 Bird to distribute the book. As Rare Bird has stated previously, **the**  
3 **company could not in good conscience be affiliated in any way**  
4 **with Ms. Tynes' book, given her actions on social media.**

5  
6 As for the amount of damages Mr. [sic] Tynes claims to be  
7 seeking, it is worth noting that **her book had pre-orders of less**  
8 **than 50 copies**, and only a few hundred were scheduled to be  
9 printed. And it was not initially well-received [(linking to a single  
10 book review)].<sup>36</sup>

11  
12 This statement is defamatory *per se* (or, in the alternative, *per quod*) in that it maligns  
13 Plaintiff's competence in and compatibility with one of her chosen professions – as a  
14 novelist, at which she has spent four years of her time and creative energy – by publicly  
15 proclaiming as fact a knowingly false sales figure with an intent to harm Plaintiff's reputation  
16 in the field of writing. The book pre-sold considerably more copies on Amazon alone per  
17 April 2019 statements by Defendant Peterson and this is without the benefit of the book ever  
18 being properly launched with all of the events, engagements and promotions for the book  
19 cancelled a month before the scheduled release due to Rare Bird Defendants' actions and  
20 intentional breach of the contract.

21 The statement is defamatory *per se* in reaffirming Rare Bird Defendants' initial libelous  
22 statement and accusing, with knowing falsity, Plaintiff of committing an act of moral

23  
24 <sup>36</sup> <https://www.publishersweekly.com/978-1-947856-75-2>

1 turpitude of such magnitude that “the company **could not in good conscience** be affiliated in  
2 any way with Ms. Tynes’ book, given her actions on social media.” (bolded for emphasis).

3 The statement, if taken on face value, provides added evidence of actual malice on the  
4 part of Rare Bird Defendants who in one breath falsely accused Plaintiff of jeopardizing a  
5 black woman’s safety and specifically targeting the worker on the basis of race, but in the  
6 next breath claim they never spoke with Plaintiff (i.e. – they couldn’t have investigated).

7 This statement attributed to attorney David S. Eisen on behalf of Rare Bird Defendants  
8 was published in the USA Today, Deadline, Daily Mail (UK), Buzzfeed and Huffington Post.

9 59. On June 9, 2019 at 8PM (EDT), and in concert with attorney David S. Eisen, Rare  
10 Bird Defendants posted an identical statement<sup>37</sup> even making the same pronoun error (as  
11 referenced in the preceding paragraph) in their own name captioning the tweet “Statement  
12 from Rare Bird” and denoting in the header “**STATEMENT FROM RARE BIRD**  
13 **BOOKS.**” This statement received 1,220 retweets and 6,195 Likes as of June 15, 2019  
14 consistent with 750,000 views. This statement remained pinned to the top of Rare Bird  
15 Defendants’ Twitter account for an entire week in order to maximize the harm to Plaintiff.

16 60. Notably, the statement by Rare Bird Defendants and David S. Eisen states that “the  
17 company could not in good conscience be affiliated in any way with Ms. Tynes’ book, given  
18 her actions on social media,” but one of Rare Bird Defendants’ most heavily marketed  
19 (white) authors who has two books with the company has said the following on social media  
20 which Rare Bird Defendants have expressed no issue with: ‘i [sic] was more annoyed I  
21 couldn’t quote “nigger” on air when tackling the story,” “ps just type out nigger, saying the n  
22 word sounds gay as fuck,” “she said nigger and I don’t [sic] want you to forget that,” ’I say  
23

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24 <sup>37</sup> <http://archive.is/pfg9X>

1 “N-Bomb” instead of “Nigger” lest someone think I’m racist,” “banging black guys to piss  
2 off your dad,” “street nigga,” “niggas be in court like, I’m in the G.E.D. program Your  
3 Honor,” “Tax Season: Black guy [(image of a bobcat)] and overweight white women [(image  
4 of a bunny as the prey)],” “why do all these black bums look like wyclef [sic],” “once you go  
5 black then you’re a single mom.” There are literally thousands of these one worse than the  
6 next, but Rare Bird Defendants’ “conscience” has no problem remaining affiliated with that  
7 particular author despite his “actions on social media.”

8 61. Another of Rare Bird Defendants’ (white) authors has said on Twitter, “I just want to  
9 be shared by a group of black thugs. Is that so much for a white girl to ask?” and “gold all on  
10 my chain niggaa nigga niggggguh.” Rare Bird Defendants’ “conscience” has no problem  
11 remaining affiliated with that particular author despite her “actions on social media.”

12 62. Another one of Rare Bird Defendants’ (white) authors has said on Twitter, “Why are  
13 so many for [sic] Central America under 5 ft tall, I am wondering to myself. Many think I am  
14 racist. I don’t give a fuck,” and “It is why the Chinese won’t amount to anything. Their  
15 emotional responses are ugly. Creepy,” and “Bill Maher is a Jew, yeah? I saw his people  
16 today and thought they were dressed for Halloween... and Jews should wear smaller  
17 skullcaps.” Rare Bird Defendants’ “conscience” has no problem remaining affiliated with  
18 that particular author despite his “actions on social media.”

19 63. Another one of Rare Bird Defendants’ (white) authors says that the Democratic Party  
20 has become a “slave to the muslim [sic] brotherhood [sic],” did a whole 17-minute YouTube  
21 video claiming that Congresswoman Ilhan Omar was literally Hitler, has spoken in favor of  
22 banning Muslims from entering the United States, and claims that “there is a plan for a  
23 Muslim Brotherhood takeover of North America.” Rare Bird Defendants’ conscience has no  
24

1 problem remaining affiliated with that particular author despite his “actions on social media.”

2 64. As of June 12, 2019, the front page of Rare Bird Defendants’ website promoted 26  
3 white authors with not a single minority author – no Asian, African-American, Latino, or any  
4 authors of any race or creed other than white. Los Angeles’s population is 71.3% minority.  
5 Yet, they falsely accuse one of their only minority authors of racial targeting over a tweet  
6 that didn’t mention race at all while not commenting at all while some of their white authors  
7 run around the internet chanting the n-word. Rare Bird Defendants’ claim that their highly  
8 public denigration of Plaintiff was motivated by their “conscience” strains credulity.

9 **FACTS RELATING TO UNJUST ENRICHMENT**

10 65. Rare Bird Defendants were covered favorably in literally 100s of news articles  
11 nationally and internationally as a result of making a defamatory statement about Plaintiff  
12 with knowledge of falsity and/or in reckless disregard for the truth and with an intent to harm  
13 Plaintiff, in breach of their contractual relationship with Plaintiff, or, in the alternative, in  
14 contravention to their duties to Plaintiff under a theory of promissory estoppel.

15 66. Rare Bird Defendants received several million views on Twitter – a significant  
16 publicity boost for a mid-sized publisher – as a result of making a defamatory statement  
17 about Plaintiff with knowledge of falsity and/or in reckless disregard for the truth and with an  
18 intent to harm Plaintiff, in breach of their contractual relationship with Plaintiff or, in the  
19 alternative, in contravention to their duties to Plaintiff under a theory of promissory estoppel.

20 67. Rare Bird Defendants were deemed for the first time to be of sufficient public  
21 importance as to be provided their own Wikipedia page, as a result of making a defamatory  
22 statement about Plaintiff with knowledge of falsity and/or in reckless disregard for the truth  
23 and with an intent to harm Plaintiff, in breach of their contract with Plaintiff or, in the  
24

1 alternative, in contravention to their duties to Plaintiff under a theory of promissory estoppel.

2 68. Rare Bird Defendants received a significant increase in sales and publicity as  
3 evidenced from hundreds of tweets they endorsed from users who said that they were rushing  
4 to buy Rare Bird Defendants' books (many posting receipts) in response to their statement.  
5 For example, these include, "Supporting your move 1000%. Take my money," "Just bought a  
6 book from them," "Can't wait to buy several books from y'all now," "I'm heading over to  
7 buy something from y'all," "Let me find another book to buy from y'all," "Methinks I'll  
8 check out what y'all publish and distribute now."

9 69. Rare Bird Defendants' not only made a harmful statement but intentionally ginned up  
10 outrage endorsing tweets like, "Life comes at you fast in these Black Twitter streets." Rare  
11 Bird has an all-white staff and nobody at Rare Bird is part of the "Black Twitter streets."

12 70. Plaintiff did not consent to the manner or content of Rare Bird Defendants' use of her  
13 likeness or her book in their numerous statements and actions from May 10, 2019 to June 9,  
14 2019 and Rare Bird Defendants owed Plaintiff a duty both in contract or, in the alternative,  
15 by promissory estoppel.

16 **COUNT 1: BREACH OF CONTRACT**

17 71. Paragraphs 1 through 70 are incorporated herein by reference.

18 72. Rare Bird Defendants entered into a contract with Plaintiff to publish They Called Me  
19 Wyatt by making the book available for pre-sale on April 16, 2018 and the agreement was  
20 memorialized a week later by the execution of a written instrument on April 22, 2018 with  
21 Defendant's science fiction division which was not a separate and distinct legal entity.

22 73. Plaintiff performed her obligations under the contract by delivering an accepted  
23 manuscript for her book, They Called Me Wyatt.  
24  
25



1           74. Rare Bird Defendants began performing on this contract by marketing her book and  
2 listing in publicity materials that they were her publisher, creating an Amazon page for her  
3 book where they listed themselves as her publisher, listing her book on their website under  
4 their “catalogue” and “collections,” and entering into a derivative contract as the rights  
5 holder with Brilliance Publishing (audiobook).

6           75. Defendants breached the contract by the following actions:

- 7           a. The disparaging May 10, 2019 statement by Rare Bird Defendants about Plaintiff  
8 and her book (They Called Me Wyatt). The contract stipulates that Rare Bird  
9 Defendants needed to obtain prior consent from Plaintiff to make these statements  
10 which made representations about her and her book– Plaintiff provided no such  
11 consent.
- 12           b. Rare Bird Defendants are in breach of its promise to publish the book which  
13 includes the distribution and sale of print copies.
- 14           c. Rare Bird Defendants have taken actions designed intentionally to suppress and  
15 sabotage the sales and the commercial viability of the book, They Called Me  
16 Wyatt, including: (1) public statements denigrating the author and declaring that  
17 her book has been cancelled; (2) “taking appropriate actions to cancel Tynes’  
18 novel, They Called Me Wyatt, within our distribution network” (Publishers Group  
19 West); and (3) cancelling pre-orders for the book.

20           76. As a result of Defendants’ numerous acts in breach of the contract: (a) Plaintiff’s  
21 reputation at large and in the writing community has been permanently ruined; and (b)  
22 Plaintiff’s book, four years of her creative labor, was publicly declared cancelled and the  
23 commercial viability of the book has been permanently tarnished.

1 77. The statement by Rare Bird Defendants that gives rise to a claim of reputational  
2 injury by means of breaching the provisions in the contract regarding public statements by  
3 the publisher about Plaintiff and the book “They Called Me Wyatt” is in paragraph 45.

4 78. **As a result of Rare Bird Defendants’ actions**, Plaintiff has suffered damages in an  
5 amount to be proven at trial.

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

7 79. Paragraphs 1 through 70 are incorporated herein by reference.

8 80. Rare Bird Defendants entered into a contract with Plaintiff to publish They Called Me  
9 Wyatt by making the book available for pre-sale on April 16, 2018 and the agreement was  
10 memorialized a week later by the execution of a written instrument on April 22, 2018 with  
11 Defendant’s science fiction division which was not a separate and distinct legal entity.

12 81. Plaintiff performed her obligations under the contract by delivering an accepted  
13 manuscript for her book, They Called Me Wyatt.

14 82. Rare Bird Defendants began performing on this contract by marketing her book and  
15 listing in publicity materials that they were her publisher, creating an Amazon page for her  
16 book where they listed themselves as her publisher, listing her book on their website under  
17 their “catalogue” and “collections,” and entering into a derivative contract as the rights  
18 holder with Brilliance Publishing (audiobook).

19 83. Rare Bird Defendants unfairly interfered with Plaintiff’s right to receive the benefits  
20 of the contract by the following actions:

- 21 a. The disparaging May 10, 2019 statement by Rare Bird Defendants from which  
22 Rare Bird Defendants improperly reaped significant publicity and sales benefits at  
23 the expense of Plaintiff’s reputation and the commercial viability of her book  
24

1           They Called Me Wyatt.

2           b. By cancelling the pre-orders of Plaintiff's book.

3           c. By making Plaintiff's book unavailable on Amazon.

4           d. By conspiring with Defendant Peterson to trot out a defective bootleg copy of the  
5           book under a completely different ISBN number who even created a competing  
6           Amazon page for it.

7           e. By declaring that the book would be cancelled and telling distributors not to pick  
8           up the book without cause in the contract and without Plaintiff's consent.

9           84. Rare Bird Defendants have taken actions designed intentionally to suppress and  
10          sabotage the sales and the commercial viability of the book, They Called Me Wyatt,  
11          including: (1) the May 10, 2019 statement denigrating the author and declaring that her book  
12          had been cancelled; (2) "taking appropriate actions to cancel Tynes' novel, They Called Me  
13          Wyatt, within our distribution network" (Publishers Group West); and (3) cancelling pre-  
14          orders for the book.

15          85. As a result of Rare Bird Defendants' numerous intentional bad faith actions to  
16          unfairly 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; and (b)  
18          Plaintiff's book, four years of her creative labor, was publicly declared cancelled and its  
19          commercial viability tarnished.

20          86. The statement by Rare Bird Defendants that gives rise to a claim of reputational  
21          injury, by means of breaching duties regarding public statements by the publisher about  
22          Plaintiff and the book "They Called Me Wyatt," is in paragraphs 45.

23          87. **As a result of Rare Bird Defendants' actions**, Plaintiff has suffered damages in an  
24

1 amount to be proven at trial.

2 **COUNT 3: PROMISSORY ESTOPPEL**

3 88. Paragraphs 1 through 70 are incorporated herein by reference.

4 89. **In the alternative (with regards to Rare Bird Defendants and Counts 1-2),**<sup>38</sup> Rare  
5 Bird Defendants made additional promises to publish, distribute and market Natasha Tynes’  
6 book. On July 23, 2018, Rare Bird Defendants created an Amazon page for They Called Me  
7 Wyatt, of which they maintained full and sole control over, that announced the book would  
8 be released on June 11, 2019 and in which they listed “Rare Bird Books” as the publisher.  
9 Rare Bird Defendants further declared in a March 2, 2019 press release: “Rare Bird Books  
10 and California Coldblood Books are proud to bring you Jordanian-American journalist  
11 Natasha Tynes’ debut novel, the contemporary fantasy *They Called Me Wyatt*” and  
12 announcing a “book release” date of June 11, 2019 under their logo.

13 90. Relying on the promise to publish the book was reasonable and foreseeable as Rare  
14 Bird Defendants are known in the literary community as a credible publishing house, links  
15 were provided by Rare Bird Defendants for readers to pre-order the novel across a number of  
16 different mediums including print, audio CD and e-book, and Rare Bird Defendants publicly  
17 announced that they would undertake to publish, print, sell and distribute the book.

18 91. Plaintiff actually and reasonably relied upon this promise having endeavored four  
19 years of creative energy to write the book, having scheduled book tours and public  
20 engagements about the book centered on the June 11, 2019 public release date, having taken  
21 steps to ensure the book was widely reviewed ahead of the publication date and having not  
22

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23 <sup>38</sup> This claim is **in the alternative** and should be in no way read as a concession of any fact. The  
24 California Coldblood imprint plainly operated as a division and legal arm of Rare Bird  
25 Defendants at the time of contract formation as laid out in paragraphs 5-31.

1 reached out to any other publishing houses to print, publish or distribute her book in reliance  
2 of Defendants’ public promise. Further, Plaintiff’s actual belief that Rare Bird Defendants’  
3 were her publisher is established by her statements referring to Rare Bird Defendants’ as her  
4 publisher in paragraph 15 – Rare Bird Defendants “liked” one of these statements.

5 92. Plaintiff’s reliance on the promise by Rare Bird Defendants was detrimental as her  
6 book’s commercial viability has been permanently tarnished and her public reputation, both  
7 at large and in the writing community, has been forever ruined by Rare Bird’s failure to act  
8 consistent with their promise to publish, print, distribute and publicize in good faith.

9 93. **As a result of Plaintiff’s reliance on Rare Bird Defendants’ promise (this is in the**  
10 **alternative),** she has suffered damages in an amount to be proven at trial.

11 **COUNT 4: UNJUST ENRICHMENT**

12 94. Paragraphs 1 through 70 are incorporated herein by reference.

13 95. Rare Bird Defendants received a significant publicity benefit in the form of 100s of  
14 news articles of favorable coverage and over ten million social media views as a result of  
15 their improper and harmful statement (both tortious and in breach of contract) about Plaintiff  
16 occurring on May 10, 2019. In fact, Rare Bird Defendants were for the first time deemed of  
17 sufficient public importance as a result of this statement to warrant the creation of a  
18 Wikipedia page. Rare Bird Defendants also received a significant increase in sales and a  
19 growth in their customer base (which they flaunted by endorsing hundreds of tweets  
20 declaring “take my money” with receipts of books just purchased from them) as a result of  
21 this improper public statement about Plaintiff.

22 96. Rare Bird Defendants received these significant publicity and sales benefits at direct  
23 expense of Plaintiff’s reputation, in the writing community and at large, and at the expense of  
24  
25

1 the commercial viability of her debut novel They Called Me Wyatt.

2 97. It would be unjust for Rare Bird Defendants to retain the value of the significant  
3 publicity and sales benefits they received as a result of their statement denigrating Plaintiff  
4 and her book as they were aware that the statement was false, harmful, in violation of their  
5 contractual obligations, and in violation of their public promise to publish, print, distribute  
6 and market Plaintiff's book in good faith.

7 98. There existed a contractual relationship between Rare Bird Defendants and Plaintiff  
8 in addition to Rare Bird Defendants' public promise to her as one of their authors.

9 99. **As a result of Rare Bird Defendants' actions**, Rare Bird Defendants were unjustly  
10 enriched in an amount to be proven at trial.

#### 11 **COUNT 5: TORTIOUS INTERFERENCE**

12 100. Paragraphs 1 through 70 are incorporated herein by reference.

13 101. Defendant Robert J. Peterson tortiously interfered with Plaintiff's business  
14 relationship and/or expectancy with Rare Bird Defendants and the Publishers Group West  
15 distribution network as evidenced by his statements on Twitter using the @CalifColdblood  
16 handle recounted in Paragraphs 46 and 47. In these statements, Peterson disparages Plaintiff  
17 and calls for "halting all shipments from the warehouse and postponing the book's  
18 publication date" and "officially cancel[ing] the book's publication"<sup>39</sup>

19 102. **In the alternative (regarding Rare Bird Defendants and Counts 1-3),<sup>40</sup>** and  
20

21 \_\_\_\_\_  
22 <sup>39</sup> This claim is not necessarily "in the alternative." We specifically contend that Peterson was a  
23 member of "The Rare Bird Team," had Rare Bird listed on his LinkedIn profile as his employer  
24 and was a "co-publisher of California Coldblood" with Rare Bird Defendants **at the time of  
25 contract formation**. However, we make no representation whether or not he was employed by  
Rare Bird Defendants' specifically at the time of Rare Bird's May 10, 2019 statement.

<sup>40</sup> Plaintiff restates FN 38.

1 assuming *arguendo* Rare Bird Defendants’ highly dubious contention that the contract was  
2 only with Peterson and not with them, then Plaintiff would have had a business relationship  
3 and/or expectancy with Peterson, California Coldblood and with the Publishers Group West  
4 distribution network.

5 103. **In the alternative (regarding Rare Bird Defendants and Counts 1-3)**, and  
6 assuming *arguendo* Rare Bird Defendants’ highly dubious contention that the contract was  
7 only with Peterson and not with them, Plaintiff would have reasonably expected to have  
8 continued business relationships with Rare Bird’s imprint and with the Publishers Group  
9 West distribution network.

10 104. **In the alternative (regarding Rare Bird Defendants and Counts 1-3)**, and  
11 assuming *arguendo* Rare Bird Defendants’ highly dubious contention that the contract was  
12 only with Peterson and not with them, then at the time Rare Bird Defendants would have  
13 known about Plaintiff’s business relationships with Peterson, California Coldblood and  
14 Publishers’ Group West at the time they made the defamatory May 10, 2019 statement.

15 105. **In the alternative (regarding Rare Bird Defendants and Counts 1-3)**, and  
16 assuming *arguendo* Rare Bird Defendants’ highly dubious contention that the contract was  
17 only with Peterson and not with them, then Rare Bird Defendants would have intentionally  
18 interfered with Plaintiff’s business relationships as well as her expected business relationship  
19 by making false and defamatory statements, publicly undermining her credibility as an author  
20 and citizen, “strongly urging” California Coldblood to cancel her book in a public statement  
21 that received several million views on Twitter and was featured in over 100 news articles  
22 worldwide, and taking actions to force the distribution network (Publishers Group West) to  
23 cancel “They Called Me Wyatt.”  
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1 accusing Plaintiff of acts of moral turpitude and falsely stating or implying that Plaintiff was  
2 an incompetent who was not compatible with one of her chosen vocations (writing).

3 111. Rare Bird Defendants and Defendant Peterson conspired to intentionally make  
4 and publish the false and defamatory May 10 statement (Paragraph 45), without privilege, to  
5 third parties and to the public via social media and publications to include over 100 news  
6 articles in the U.S. and abroad. Rare Bird Defendants, in concert with attorney David S.  
7 Eisen, intentionally made and published the false and defamatory June 9, 2019 statements  
8 (Paragraphs 58 and 59), without privilege, to third parties, and to the public via social media  
9 and publications to include over a dozen news articles in the U.S. and abroad.

10 112. Rare Bird Defendants and Defendant Peterson conspired to make the May 10,  
11 2019 statement (Paragraph 45) with actual malice and bad faith, with knowledge that the  
12 statements were false, or in reckless disregard for the truth. This is evidenced from (among  
13 other things) the email chain including Plaintiff, Eden and Peterson (on which he stated he  
14 “conferred” with the rest of the Rare Bird team on statements), knowledge of Plaintiff’s past  
15 public writings advocating for the rights of a black worker, and Rare Bird Defendants’ own  
16 assertion that they failed to investigate the matter before falsely declaring to the public that  
17 Plaintiff was guilty of acts of racial targeting, of jeopardizing a black woman’s safety and of  
18 moral turpitude.

19 113. Rare Bird Defendants, in concert with attorney David S. Eisen, made the June 9,  
20 2019 statements (Paragraphs 58 and 59) with actual malice and bad faith, with knowledge  
21 that the statements were false, or in reckless disregard for the truth. This is evidenced, in part,  
22 by the information in the preceding paragraph and in additional part (regarding Plaintiff’s  
23 competence as an author) by Rare Bird Defendants (in concert with attorney David S. Eisen)

1 intentionally stating a false sales figure when they have direct access to these numbers.

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

3 115. These statements also carry additional defamatory implications.

4 116. The May 10, 2019 statement was made about Plaintiff Tynes regarding her acts as  
5 a private citizen and she was not a limited-purpose public figure at the time the statement was  
6 made. This is evidenced by the fact that all of the related news stories by national and  
7 international news outlets came only after Rare Bird Defendants' statement and not in the 11  
8 hours and 23 minutes between Plaintiff's tweet and Rare Bird Defendants' statement. This is  
9 further corroborated by the news articles centering on Rare Bird Defendants' statement.

10 117. Although Plaintiff would otherwise be considered a public figure at the time of  
11 the June 9, 2019 statements (Paragraphs 58 and 59), Plaintiff contends that she would not  
12 have been a public figure at the time of these statements but for Rare Bird Defendants' earlier  
13 defamatory publication on May 10, 2019. Thus, Plaintiff should be treated as a private person  
14 regarding the June 9, 2019 statements as well.

15 118. Specifically, that Defendant Peterson conspired with Rare Bird Defendants to  
16 write and publish the May 10, 2019 statement posted on @RareBirdLit at 8:38PM ET  
17 (5:38PM PT) is evidenced by Peterson stating that he "conferred" with "RBB" on the  
18 statement and his posting of a similar statement at @CalifColdblood only minutes apart.

19 119. As a result of Defendants' false and defamatory statements, Plaintiff has suffered  
20 the following harms: (a) her reputation at large and in the writing community has been  
21 permanently ruined; (b) she lost her day job and entire career; (c) she has been subjected to  
22 death threats, harassment and vile racist epithets; (d) she has been forced to temporarily leave  
23 the country for fear of persecution and harm to her family; (e) her book, four years of her  
24

1 creative labor, was sabotaged; and (f) she has suffered suicidal ideations.

2 120. The alleged defamatory statements by Defendants in this Complaint are  
3 specifically paragraphs 45 and 58-59.

4 121. **As a result of Rare Bird Defendants' false and defamatory statements,**  
5 Plaintiff has suffered and will continue to suffer damages in an amount to be determined by a  
6 jury. **Defendant Peterson is jointly liable for Rare Bird's statement in paragraph 45 on**  
7 **the basis that he was a co-conspirator in the statement's publication.**

8 **COUNT 7: CIVIL FRAUD**

9 122. Paragraphs 1 through 70 are incorporated herein by reference.

10 123. **In the alternative (regarding Rare Bird Defendants and Counts 1-3),** and  
11 assuming *arguendo* Rare Bird Defendants' highly dubious contention that the contract was  
12 only with Peterson and not with them, then Defendant Peterson committed civil fraud.

13 124. **In the alternative (regarding Rare Bird Defendants and Counts 1-3),** and  
14 assuming *arguendo* Rare Bird Defendants' highly dubious contention that the contract was  
15 only with Peterson and not with them, then Defendant Peterson falsely represented himself  
16 his company as an "imprint of Rare Bird Books" (a term that means brand), misrepresented  
17 that Rare Bird Defendants were California Coldblood's "parent company," misrepresented  
18 the access that he could provide to book festivals, misrepresented his ability to print and  
19 distribute, misrepresented his access to the Publishers Group distribution network,  
20 misrepresented his ability to secure audiobook and other derivative contracts, misrepresented  
21 who was publishing the book on multiple sites including Amazon, misrepresented who was  
22 publishing the book in a press release, misrepresented the size and relative prestige of the  
23 publishing house (Rare Bird was in much higher public esteem at the time of contract  
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1 formation than California Coldblood), and at absolute minimum implicitly misrepresented  
2 that Plaintiff could trust that Rare Bird would owe her the baseline contractual and fiduciary  
3 duty not to public destroy her life and reputation.

4 125. **In the alternative (regarding Rare Bird Defendants and Counts 1-3)**, and  
5 assuming *arguendo* Rare Bird Defendants' highly dubious contention that the contract was  
6 only with Peterson and not with them, then Defendant Peterson would have known that the  
7 above representations were false as well as his representations that "you'll have us at CCB  
8 [(California Coldblood Books)] and RBB [(Rare Bird Books)]" and that "the buck stops with  
9 me and Rare Bird."

10 126. **In the alternative (regarding Rare Bird Defendants and Counts 1-3)**, and  
11 assuming *arguendo* Rare Bird Defendants' highly dubious contention that the contract was  
12 only with Peterson and not with them, then Defendant Peterson would have had clear intent  
13 to defraud when he stated "you'll have us at CCB [(California Coldblood Books)] and RBB  
14 [(Rare Bird Books)]," that "the buck stops with me and Rare Bird," the further  
15 representations that he made as articulated in Paragraph 124 and further would have known  
16 that he had, in fact, induced Plaintiff's reliance that she was dealing with Rare Bird by April  
17 17, 2018 (five days before the written contract was signed) when Plaintiff stated on Twitter:  
18 **"So happy to see my awesome publisher @rarebirdlit mentioned in this piece** [linking to  
19 a tweet from @CalifColdblood]." Because this tweet linked to @CalifColdblood's tweet,  
20 Defendant Peterson would have even received a Twitter notification of Plaintiff's statement.

21 127. **In the alternative (regarding Rare Bird Defendants and Counts 1-3)**, and  
22 assuming *arguendo* Rare Bird Defendants' highly dubious contention that the contract was  
23 only with Peterson and not with them, then not only would Plaintiff have had justifiable  
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1 reliance based on the representations by Defendant Peterson as articulated in the preceding  
2 three paragraphs, but she does not even appear to be the only California Coldblood author  
3 who believes that their real publisher is Rare Bird. *See* Paragraph 15 of this Complaint.

4 128. **In the alternative (regarding Rare Bird Defendants and Counts 1-3)**, and  
5 assuming *arguendo* Rare Bird Defendants' highly dubious contention that the contract was  
6 only with Peterson and not with them, then as a result of Plaintiff's reliance on Defendant  
7 Peterson's representations, she has suffered injury to her reputation (in the writing  
8 community and at large), to her prospective book sales (which are now being sold in what  
9 looks like illicit bootleg black and white covers under a completely different ISBN number  
10 on which she has not seen a single penny), to her emotional and physical health, and she has  
11 lost out on the opportunity to market her book to a more reputable and capable publisher.

12 129. **In the alternative (regarding Rare Bird Defendants and Counts 1-3)**, and  
13 assuming *arguendo* Rare Bird Defendants' highly dubious contention that the contract was  
14 only with Peterson and not with them, then Plaintiff suffered and will continue to suffer  
15 damages **as a result of Defendant Peterson's actions** in an amount to be proven at trial.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff Natasha Tynes, moves this Court to enter judgment for her  
18 against Rare Bird Lit, Inc., Rare Bird Books LLC, and/or Defendant Robert Jason Peterson in  
19 the amount of FOUR MILLION (\$4,000,000) for compensatory and presumed damages or an  
20 amount to be determined by a jury. Plaintiff also seeks punitive damages in an amount to be  
21 determined by a jury. Plaintiff further seeks pre-judgment and post-judgment interest at the  
22 maximum rate(s) allowed by law on the entire judgment from May 10, 2019 until paid.  
23  
24  
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1 DATED: July 15, 2019

Respectfully Submitted,

2 HAWGOOD, HAWGOOD & MORAN, LLP

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4 \_\_\_\_\_  
ARTHUR P. HAWGOOD III  
5 *Lead Counsel* (SBN 313751)

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff hereby requests trial by jury.

8 DATED: July 15, 2019

Respectfully Submitted,

9 HAWGOOD, HAWGOOD & MORAN, LLP

10 

11 \_\_\_\_\_  
ARTHUR P. HAWGOOD III  
12 *Lead Counsel* (SBN 313751)