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GERALD MORAWSKI

11 DEC 13 PM 3:57
CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT CALIF.
LOS ANGELES
BY: JP

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

10 **CV11-10294 BAK (JILX)**

11 GERALD MORAWSKI, an individual,
12 Plaintiff,

Case No.

COMPLAINT

13 vs.

14 LIGHTSTORM ENTERTAINMENT,
15 INC., a California corporation; JAMES
CAMERON, an individual; and DOES
16 1 through 10,

JURY TRIAL DEMAND

17 Defendants.

ORIGINAL

JIL
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1 Plaintiff Gerald Morawski ("Plaintiff" or "Morawski") alleges as follows:

2 **NATURE OF THE ACTION**

3 1. Morawski is a veteran of the United States Army. During his service,
4 he was stationed in Southeast Asia and worked with the indigenous people who
5 lived in the area. After his service, he worked in the visual arts industry. Among
6 other things, he was a visual effects designer and/or supervisor on major studio
7 productions at MGM and Sony/Tristar.

8 2. In 1991, Morawski met James Cameron ("Cameron"), who was
9 interested in Morawski's Visionary Light Art images. During their discussions,
10 Morawski mentioned that he was developing a motion picture project, and asked if
11 he could pitch it to Cameron. Cameron agreed. Prior to the pitch meetings,
12 Morawski entered into agreements with Cameron and Cameron's production
13 company, Lightstorm Entertainment, Inc. ("Lightstorm"), which provided that
14 Morawski would retain the exclusive rights to his ideas, and that if Defendants
15 wished to use them, Defendants would have to negotiate for the right to do so.

16 3. Pursuant to the agreements, Morawski pitched his motion picture
17 project, titled *Guardians of Eden*, to Defendants in early December 1991. After
18 Morawski completed his pitch, Defendants stated they were very interested in his
19 project and wanted to enter into a deal with him. Ultimately, however, no deal was
20 consummated, and Defendants never acquired the right to use Morawski's ideas.

21 4. In December 2009, the motion picture *Avatar* was released. As
22 described below, the essential elements of *Avatar* are nearly identical to those that
23 Morawski pitched to Defendants in December 1991 for *Guardians of Eden*.
24 Morawski brings this action to obtain redress for Defendants' unauthorized use of
25 the original ideas contained in *Guardians of Eden*.

26 **JURISDICTION AND VENUE**

27 5. This Court has diversity jurisdiction over the present action pursuant to
28 28 U.S.C. §1332(a)(1). Morawski is a resident of the state of Wisconsin. On

1 information and belief, defendant Lightstorm Entertainment, Inc. is a California
2 corporation with its principal place of business in Santa Monica, California. On
3 information and belief, defendant James Cameron is a resident of Los Angeles
4 County, California. The amount in controversy exceeds the sum or value of
5 \$75,000, exclusive of interests and costs.

6 6. Venue is proper in this Court pursuant to 28 U.S.C. §1391(a), as
7 Defendants do business in this District and a substantial part of the events or
8 omissions giving rise to the claims asserted herein occurred within this District.

9 THE PARTIES

10 7. Plaintiff Gerald Morawski is an individual residing in the State of
11 Wisconsin.

12 8. Upon information and belief, defendant Lightstorm Entertainment, Inc.
13 is a California corporation with its principal place of business in Santa Monica,
14 California.

15 9. Upon information and belief, defendant James Cameron is an
16 individual residing in Los Angeles County, California and at all times was acting
17 both on behalf of himself and as an agent of Lightstorm.

18 10. Morawski is unaware of the true names and capacities of defendants
19 named herein as DOES 1 through 10, inclusive, but is informed and believes, and
20 thereon alleges, that each of the fictitiously named defendants engaged in, or is in
21 some manner responsible for, the wrongful conduct alleged herein. Morawski sues
22 these defendants by such fictitious names and will amend this complaint to state
23 their true names and capacities when such names have been discovered.

24 FACTS

25 Morawski's Background

26 11. Morawski was on active duty in the United States Army from 1965
27 through 1968. He then served in the Army Reserves for three years and received an
28 Honorable Discharge in 1971. During his active service, Morawski was stationed in

1 various locations in Southeast Asia and involved in preventive medicine operations.
2 He had substantial contact with indigenous peoples who lived in densely forested
3 tropical areas. As a result of his exposure to toxic materials during that time,
4 Morawski experienced, and continues to experience, health-related issues.

5 12. After his military service, Morawski worked in the field of visual arts,
6 including but not limited to as a visual effects designer and/or supervisor for major
7 studio productions at MGM and Sony/Tristar. Morawski also worked on a series of
8 theme-park ride films in formats that included Showscan 70mm and twin 70mm
9 Stereoscopic 3D.

10 13. Morawski created a number of works of Visionary Light Art.
11 Visionary Art is art that transcends the physical world and portrays spiritual or
12 mystical themes. Light Art is art whose main media of expression is light.
13 Morawski created Visionary Light Art images for use in connection with certain
14 projects he envisioned that involved virtual reality environments and radically
15 different usages of computer generated imagery.

16 **Morawski's Contacts With Defendants**

17 14. In April 1991, Morawski met with Lightstorm personnel and showed
18 them some of his Visionary Light Art images. Cameron personally reviewed
19 Morawski's artwork. At that time, Cameron was finishing *Terminator 2*. Morawski
20 was informed that Cameron wished to meet with him after *Terminator 2* was
21 completed.

22 15. On or about October 24, 1991, Morawski met with Cameron at
23 Lightstorm's offices. Morawski showed Cameron a portfolio of his Visionary Light
24 Art images. Cameron's reaction to Morawski's artwork was very favorable.
25 Cameron stated that he might want Morawski to work on a film project Cameron
26 was developing called *Burning Chrome*.

27 16. During that meeting, Morawski asked whether Cameron would be
28 willing to consider a motion picture project Morawski was developing, as well as

1 other potential projects Morawski had conceived. Morawski stated that, if Cameron
2 was interested in a further meeting to discuss these projects, Morawski would need
3 additional funds to help pay for his expenses in California. Absent those funds,
4 Morawski would need to return to Wisconsin.

5 17. Cameron offered to pay Morawski \$4,000 for the right to reproduce
6 four of Morawski's images for Cameron's art gallery. On or about October 29,
7 1991, Defendants paid Morawski \$4,000 for such rights. (A copy of the Bill of Sale
8 is attached hereto as Exhibit A.)

9 18. Morawski subsequently arranged to meet with Cameron to pitch his
10 motion picture project, titled *Guardians of Eden*. Prior to the meeting, Lightstorm
11 insisted that Morawski sign a Confidentiality and Non-Disclosure Agreement
12 ("NDA"). The parties negotiated the terms. On December 4, 1991, Morawski
13 executed the NDA, which was witnessed by an employee of Lightstorm. The NDA
14 contains among others the following terms:

15 Notwithstanding the foregoing, Lightstorm shall not own, and you shall retain
16 as your exclusive property, all original ideas and artwork created by you
17 which are not derived from Lightstorm's Material, and should Lightstorm
18 wish to acquire your property, the parties will negotiate therefore.

19 (A copy of the NDA is attached hereto as Exhibit B.)

20 19. Morawski pitched *Guardians of Eden* to Cameron on or about
21 December 4 and December 9, 1991, at Lightstorm's offices.

22 **Guardians of Eden**

23 20. The idea of *Guardians of Eden*, as pitched by Morawski to Cameron,
24 was as follows:

25 A. An epic struggle takes place between evil mining interests, who
26 would destroy the planet to satisfy their greed, and an indigenous
27 tribe, that lives at one with, and protects its rain forest
28 environment.

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- B. The hero, who emerges from Morawski's own background, is a military veteran named Ray, who is suffering from a debilitating illness as a result of exposure to toxic chemicals. He travels to the rain forest because he has heard it contains plants that have healing properties. He spends a night alone in the forest, where he sees many strange phenomena – unusual insects and animals, and plants that glow.
- C. Ray is found in the forest by a second protagonist – a daughter of a tribal leader. Ray is marked as a “chosen one” by “bio-luminescent” “tree seeds” that light up “around his head and on him.” He is one of the few outsiders accepted into the tribe. The tribal daughter becomes his guide and eventually his wife. Ray becomes a tribal shaman and leader of the tribe.
- D. The tribe members who live in the forest are in harmony with nature. Certain of the tribe members are able to merge their consciousness with animals and become one with them, and control the animals' actions. Tribe members are also able to “dream travel”. The individual falls into a trance or dreamlike state, and his or her consciousness travels to another location, while the physical body remains in place. The individual can assume a physical form (a “second body” or “doppelganger”) in the other location. Ray gains the ability to dream travel.
- E. A third protagonist is a female scientist named Eve, who specializes in the biochemistry and medicinal properties of plants. She has come to the tribal area to study the plant life there. She is capable, determined, and a strong advocate for both the environment and the tribe. Eve also gains the ability to dream travel.

1 F. One of the most unusual features of the story is that the final,
2 main protagonist is the planet itself. The planet has a collective
3 consciousness and spirituality, which manifests itself in the plant
4 life, that forms “a vast ‘neural’ plant mind, aware of what is
5 threatening it in other parts.” The plants themselves are the
6 “Guardians of Eden.” The plants emit chemical vapors that are
7 harmful to people with bad intentions towards the environment.
8 These people must wear oxygen masks to survive. Ray and Eve
9 do not need to wear oxygen masks. The plants possess valuable
10 healing properties as well.

11 G. The antagonists are evil mining interests, that want to exploit the
12 tribal forest and gather a valuable mineral located in the area.
13 The mining company is indifferent to the beneficial properties of
14 the unusual plant life and callous toward the environment. The
15 mining interests are personified by LK, a military veteran who
16 leads an army of “murderous mercenaries” whose goal is to drive
17 out the tribe and permit the mining company to harvest the
18 minerals. The mercenaries must wear oxygen masks to survive
19 in the area.

20 H. LK leads his team of mercenaries in a massive attack on the
21 tribe, carried out on foot and with helicopter gunships. With
22 Eve’s assistance, Ray leads the tribe’s counterattack. The planet
23 itself – including plants and animals – plays an integral role in
24 the battle. After LK’s helicopter is forced to the ground, Ray and
25 the tribal leader’s daughter personally engage LK in battle. Ray
26 ultimately kills LK. Although many of the tribe members are
27 killed, Ray, the tribe and the planet defeat the mercenaries, who
28 are forced to withdraw, leaving the tribe and the planet to live in

1 harmony.

2 **Defendants Offer Morawski a Deal For *Guardians of Eden***

3 21. After Morawski completed his pitch for *Guardians of Eden*, Cameron
4 stated that he liked the project very much and wanted to offer Morawski a deal.
5 Cameron stated that Morawski should take a few days to think about how much
6 money he would need to work on a first draft of the screenplay.

7 22. As Cameron had requested, Morawski sent Cameron a letter on or
8 about December 12, 1991, identifying Morawski's financial requirements to write a
9 script for *Guardians of Eden*. (A copy of Morawski's December 12, 1991 letter is
10 attached hereto as Exhibit C.)

11 23. Shortly thereafter, Larry Kasanoff, Lightstorm's then-President, called
12 Morawski and stated that the deal Cameron had offered would have to be delayed.
13 Kasanoff explained that one of Lightstorm's primary financial backers, Carolco
14 Pictures, was experiencing financial difficulties. Kasanoff stated that Lightstorm
15 did not want to enter into a deal with Morawski because Lightstorm was concerned
16 that Carolco might then claim to have rights in Morawski's screenplay.

17 24. In early January 1992, Morawski contacted Lightstorm and asked
18 whether Lightstorm could provide him with funds to cover his current living
19 expenses, while he was working on the *Guardians of Eden* script and the Carolco
20 situation remained unresolved. Lightstorm advised Morawski that Cameron would
21 lend Morawski \$5,000. Morawski subsequently went to Lightstorm's offices.
22 Cameron told Morawski that it would be cleaner if Cameron (rather than
23 Lightstorm) provided the funds. Morawski signed a promissory note, and Cameron
24 gave him a check for \$5,000. (Copies of the promissory note and the check are
25 attached hereto as Exhibit D.) Cameron also stated he was willing to consider any
26 other projects Morawski might want to submit.

27 25. Several days later, Morawski sent Cameron a letter dated January 12,
28 1992, discussing the *Guardians of Eden* screenplay and certain book projects he had

1 conceived. (A copy of Morawski's January 12, 1991 letter to Cameron is attached
2 hereto as Exhibit E.)

3 26. Ultimately, no agreement was ever reached between Morawski and
4 Defendants that permitted Defendants or any of them to use any of the ideas in
5 *Guardians of Eden*.

6 **Avatar**

7 27. On information and belief, the motion picture *Avatar* was initially
8 released in theaters in the United States on or about December 18, 2009.

9 28. On information and belief, Lightstorm was one of the producers of
10 *Avatar*. On information and belief, Cameron is credited as the author of the
11 screenplay for *Avatar*.

12 29. The basic elements in *Avatar* are the same ideas Morawski conveyed
13 to Defendants in December 1991 in his pitch for *Guardians of Eden*. Those ideas
14 include, but are not limited to, the following:

- 15 A. An epic struggle takes place between evil mining interests, who
16 would destroy the planet to satisfy their greed, and an indigenous
17 tribe, that lives at one with, and protects, its rain forest
18 environment.
- 19 B. The hero is a military veteran (named Jake in *Avatar*) who is
20 suffering from a physical disability as a result of his military
21 service. He spends a night alone in the rain forest, where he sees
22 many strange phenomena – unusual animals and plants that
23 glow.
- 24 C. The veteran is found in the forest by a second protagonist – a
25 daughter of a tribal leader. The veteran is marked as a “chosen
26 one” by “bio-luminescent” “tree seeds” that light up “around his
27 head and on him.” He is one of the few outsiders accepted into
28 the tribe. The tribal daughter (named Neytiri in *Avatar*) becomes

1 his guide and eventually his mate. The veteran becomes a tribal
2 shaman and leader of the tribe. The veteran has the ability to
3 transport his consciousness in a second physical form, while his
4 human body is in a dreamlike state. The tribe members in
5 *Avatar* call the individuals who do this “dream walkers”.

6 D. The tribe members live in harmony with nature. Certain of the
7 tribe members are able to merge their consciousness with
8 animals and become one with them, and control the animals’
9 actions.

10 E. A third protagonist is a female scientist (named Grace in *Avatar*)
11 who specializes in the biochemistry and medicinal properties of
12 plants. She has come to the tribal area to study the plant life
13 there. She is capable, determined, and a strong advocate for both
14 the environment and the tribe. She also has the ability to
15 transport his consciousness in a second physical form.

16 F. Another primary protagonist is the planet itself. The planet has
17 a collective consciousness and spirituality, which manifests itself
18 in the plant life, with a vast neural plant mind. The plants
19 possess valuable healing properties as well.

20 G. The antagonists are evil mining interests, that want to exploit the
21 tribal forest and gather a valuable mineral located in the area.
22 The mining company is indifferent to the beneficial properties of
23 the unusual plant life and callous toward the environment. The
24 mining interests are personified by a military veteran who leads
25 an army of murderous mercenaries whose goal is to drive out the
26 tribe and permit the mining company to harvest the minerals.
27 The mercenaries must wear oxygen masks to survive.

28 H. The head mercenary (named Quaritch in *Avatar*) leads his team

1 of mercenaries in a massive attack on the tribe, carried out on
2 foot and with helicopter gunships. The veteran and female
3 scientist lead the tribe's counterattack. The planet itself –
4 including plants and animals – plays an integral role in the battle.
5 After the mercenaries' leader is forced out of his aircraft onto the
6 ground, the veteran and the tribal leader's daughter personally
7 engage the mercenaries' commander in battle. The mercenaries'
8 commander is ultimately killed. Although many of the tribe
9 members are killed, the veteran, the tribe and the planet defeat
10 the mercenaries, who are forced to withdraw, leaving the tribe
11 and the planet to live in harmony.

12 30. Defendants never obtained Morawski's permission to use his ideas
13 from *Guardians of Eden in Avatar* or for any other purpose. Defendants have not
14 compensated Morawski for their use of his ideas from *Guardians of Eden*.

15 **CLAIMS FOR RELIEF**

16 **First Claim for Relief**

17 **(Breach of Express Contract; Against Lightstorm and DOES 1-10)**

18 31. Morawski repeats and incorporates by reference the allegations
19 contained in paragraphs 1 through 30 as though set forth in full herein.

20 32. Morawski and Lightstorm are parties to a Confidentiality and Non-
21 Disclosure Agreement ("NDA") dated December 4, 1991.

22 33. Morawski has performed all, or substantially all, of the significant
23 things the NDA required him to do.

24 34. All conditions required by the NDA for Lightstorm's performance have
25 occurred.

26 35. Lightstorm has failed to perform its obligations under the NDA by,
27 among other things, using in *Avatar* numerous original ideas from *Guardians of*
28 *Eden* without Morawski's permission and without compensating him for such use.

1 jurisdictional minimum of this Court.

2 **Third Claim for Relief**

3 **(Breach of Implied in Fact Contract; Against Cameron and DOES 1-10)**

4 45. Morawski repeats and incorporates by reference the allegations
5 contained in paragraphs 1 through 44 as though set forth in full herein.

6 46. Morawski and Cameron entered into an implied in fact contract (the
7 “Cameron Agreement”) which provided, among other things, that Morawski would
8 only disclose *Guardians of Eden* to Cameron, if Cameron agreed that he would not
9 use any of the ideas contained in *Guardians of Eden* without Morawski’s consent
10 and without compensating Morawski for such use. Cameron knew or should have
11 known of the aforesaid conditions.

12 47. Morawski has performed all, or substantially all, of the significant
13 things the Cameron Agreement required him to do.

14 48. Cameron voluntarily listened to Morawski’s pitch of *Guardians of*
15 *Eden*.

16 49. All conditions required by the Cameron Agreement for Cameron’s
17 performance have occurred.

18 50. Cameron has failed to perform his obligations under the Cameron
19 Agreement by, among other things, using in *Avatar* numerous ideas from *Guardians*
20 *of Eden* without Morawski’s permission and without compensating Morawski for
21 such use.

22 51. The ideas from *Guardians of Eden* that are in *Avatar* have substantial
23 value.

24 52. Morawski has been harmed, and Cameron has been unjustly enriched,
25 by his breach of the Cameron Agreement in an amount substantially in excess of the
26 jurisdictional minimum of this Court.

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1 **Fourth Claim for Relief**

2 **(Fraud; Against Lightstorm and DOES 1-10)**

3 53. Morawski repeats and incorporates by reference the allegations
4 contained in paragraphs 1 through 52 as though set forth in full herein.

5 54. Lightstorm induced Morawski to enter into the NDA and disclose
6 *Guardians of Eden* to Lightstorm by promising that it would not use Morawski's
7 original ideas without negotiating with Morawski and obtaining his permission for
8 such use.

9 55. Lightstorm's promise was important to Morawski's agreement to enter
10 into the NDA and his disclosure of *Guardians of Eden* to Cameron.

11 56. Lightstorm did not intend to perform its promises when it made them.

12 57. Lightstorm intended that Morawski would rely on Lightstorm's
13 promises.

14 58. Morawski reasonably relied on Lightstorm's promises.

15 59. Lightstorm did not perform its promises.

16 60. Morawski has been harmed as a result of Lightstorm's acts.

17 61. Morawski's reliance on Lightstorm's promises was a substantial factor
18 in causing his harm.

19 **Fifth Claim for Relief**

20 **(Fraud; Against Cameron and DOES 1-10)**

21 62. Morawski repeats and incorporates by reference the allegations
22 contained in paragraphs 1 through 61 as though set forth in full herein.

23 63. Cameron induced Morawski to enter into the NDA and disclose
24 *Guardians of Eden* to Lightstorm by promising that he would not use any of the
25 ideas contained in *Guardians of Eden* without Morawski's consent and without
26 compensating Morawski for such use.

27 64. Cameron's promise was important to Morawski's agreement to disclose
28 *Guardians of Eden* to Cameron.

- 1 65. Cameron did not intend to perform his promises when he made them.
2 66. Cameron intended that Morwaski would rely on Cameron's promises.
3 67. Morawski reasonably relied on Cameron's promises.
4 68. Cameron did not perform his promises.
5 69. Morawski has been harmed as a result of Cameron's acts.
6 70. Morawski's reliance on Cameron's promises was a substantial factor in
7 causing his harm.

8 **Sixth Claim for Relief**

9 **(Negligent Misrepresentation; Against Lightstorm and DOES 1-10)**

- 10 71. Morawski repeats and incorporates by reference the allegations
11 contained in paragraphs 1 through 70 as though set forth in full herein.
12 72. Lightstorm owed a duty of care to Morawski.
13 73. Lightstorm misrepresented a material fact by promising it would not
14 use Morawski's original ideas without negotiating with Morawski and obtaining his
15 permission for such use.
16 74. Lightstorm lacked reasonable ground for belief in the truth of its
17 representation at the time it was made.
18 75. Lightstorm intended to induce Morawski's reliance on Lightstorm's
19 representation.
20 76. Morawski reasonably relied on Lightstorm's representation.
21 77. Morawski has been harmed as a result of Lightstorm's representations.
22 78. Morawski's reliance on Lightstorm's representation was a substantial
23 factor in causing his harm.

24 **Seventh Claim for Relief**

25 **(Negligent Misrepresentation; Against Cameron and DOES 1-10)**

- 26 79. Morawski repeats and incorporates by reference the allegations
27 contained in paragraphs 1 through 78 as though set forth in full herein.
28 80. Cameron owed a duty of care to Morawski.

1 81. Cameron misrepresented a material fact by promising he would not use
2 any of the ideas contained in *Guardians of Eden* without Morawski's consent and
3 without compensating Morawski for such use.

4 82. Cameron lacked reasonable ground for belief in the truth of his
5 representation at the time it was made.

6 83. Cameron intended to induce Morawski's reliance on Cameron's
7 representation.

8 84. Morawski reasonably relied on Cameron's representation.

9 85. Morawski has been harmed as a result of Cameron's representations.

10 86. Morawski's reliance on Cameron's representation was a substantial
11 factor in causing his harm.

12 WHEREFORE, Morawski prays for judgment against Defendants, as follows:

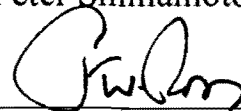
- 13 1. For an actual and compensatory damages in an amount to be proven at
14 trial.
- 15 2. For Defendants' unjust enrichment in an amount to be proven at trial.
- 16 3. For exemplary and punitive damages with respect to Morawski's fraud
17 claims.
- 18 4. For prejudgment interest.
- 19 5. For Morawski's costs of suit incurred herein.
- 20 6. For Morawski's attorneys' fees; and
- 21 7. For such other and further relief as the Court may deem just and proper.
- 22

23 DATED: December 13, 2011

BROWNE GEORGE ROSS LLP

Peter W. Ross
Peter Shimamoto

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26 By



Peter W. Ross

Attorneys for Plaintiff
GERALD MORAWSKI

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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial pursuant to Rule 38(a) of the Federal Rules of Civil Procedure on all matters triable by a jury.

DATED: December 13, 2011

BROWNE GEORGE ROSS LLP
Peter W. Ross
Peter Shimamoto


By 
Peter W. Ross
Attorneys for Plaintiff
GERALD MORAWSKI

EXHIBIT A



BILL OF SALE

ARTIST: Jerry Morawski (aka Gerald)
24781 Pointe Trinity Suite-D
Dana Point, CA 92629
714/240-5141

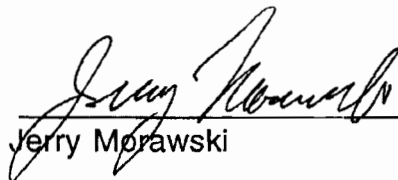
PURCHASER: James Cameron
Lightstorm Entertainment, Inc.
3100 Damon Way
Burbank, CA 91501
818/562-1301
Re: "Burning Chrome"

DESCRIPTION OF WORKS:
4 Light Art pieces

SALES PRICE: \$4,000.00

PURCHASER SHALL HAVE THE RIGHT TO ENLARGE AND PRINT FOR PERSONAL
USE THE WORKS FOR DISPLAY PURPOSES ONLY.

DATE: OCTOBER 28, 1991


Jerry Morawski 10-28-91

10/29/91 - rec'd 4 transparencies Alexander Orlov

3100 DAMON WAY
BURBANK, CALIFORNIA 91505
TEL 818.562.1301 • FAX 818.562.1814

EXHIBIT A

EXHIBIT B



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Lightstorm Entertainment, Inc. ("Lightstorm") is considering engaging your services.

To facilitate Lightstorm's decision, you have been asked to review various materials and other information furnished to you by Lightstorm. Lightstorm has a strict confidentiality policy with respect to its affairs and its projects (individually a "Project" and collectively "Projects"), and the information and materials which Lightstorm has asked you to review or which you may be exposed to involve areas which are personal, private and proprietary, and which constitute trade secrets of Lightstorm. It is essential, therefore, that you agree to hold all such information and material confidential, and refrain from disclosing same at any time to the media or to any other party.

Accordingly, you agree that you will not, at any time (whether before, during or after the term of your employment, if any) disclose information or material (hereinafter referred to as "the Material") of any kind dealing with or in any way relating to any Project, or any element thereof (including, without limitation, the underlying literary material, locations, creative elements, and any process or other technological development relating thereto), the business or affairs of Lightstorm, its principals and affiliated persons or entities, including without limitation American Gothic Productions, Inc. and James Cameron (which shall be deemed included in the term "Lightstorm" as used herein).

You acknowledge that any breach of the foregoing agreement is a material breach which will cause irreparable injury to Lightstorm not readily measurable in money, and for which Lightstorm shall, without waiving any other rights or remedies, be entitled to injunctive and declaratory relief as well as the right not to engage your services (or, if you are so engaged, to terminate your employment).

All Material and other information furnished by Lightstorm to you, as well as any ideas and responses furnished by you, shall be the sole and exclusive property of Lightstorm, which may freely exploit same in any manner or kind, without any restriction whatsoever and without payment or any other obligation or liability to you. In this connection, any input or suggestions by you shall be deemed rendered "for hire" for Lightstorm, as understood for U.S. Copyright law purposes, and specifically commissioned by Lightstorm for inclusion in an audio/visual work. Notwithstanding the foregoing, Lightstorm shall not own, and you shall retain as your exclusive property, all original ideas and

3100 DAMON WAY
BURBANK, CALIFORNIA 91505
TEL 818.562.1301 • FAX 818.562.1814

EXHIBIT B



LIGHTSTORM
ENTERTAINMENT

artwork created by you which are not derived from Lightstorm's Material, and should Lightstorm wish to acquire your property, the parties will negotiate therefor.

If you agree with the foregoing, please sign four copies of this document, delivering three to Lightstorm, and retaining one for your files.

Dated: 12-4-91

Witness: [Signature]

Signature: [Signature]

Address: 24781 Pointe Trinity
Suite D
Dana Point CA 92629

Print Name Here: Jerry Morawski

EXHIBIT C

JERRY MORAWSKI
24781 Pointe Trinity-D
Dana Point, CA.92629
714-240-5141

12-12-91

RE:GUARDIANS OF EDENTM

JAMES CAMERON
LIGHTSTORM ENTERTAINMENT INC.
3100 Damon Way
Burbank, Ca. 91501
818-562-1301
-818-562-1814

Jim,

To assure an understanding of what my needs are for the 6 month,1st look deal you mentioned on Monday, I'll briefly state it here.

In order for an undistracted focus to result in a script of Guardians of Eden and,perhaps,at my discretion one or more alternate versions of the story, all within approx. 90-120 days, I need \$24,000.

This amount takes in to consideration my basic overhead, research expenses, word processing equipment and a small monthly experimental sum for imagery prototypes relating to the story. These imagery prototypes,if any are created,would serve only to suggest a directionof the final,fully developed light forms. These could take the form of sketches or photographs.

If there is time, I would like to conceive a fine art book which,although not a product derived from the story Guardians of Eden, deals with the category of imagery which I create. Probably, a light art interpretation of shaman masks from around the world or something dealing with the subject of tribal shamanism as an art series.

Again, if there is any spare time, I have a concept for a Visual Music project which could stand alone,totally apart,from the actual storyline of Guardians of Eden or be designed to exploit the story. I am not at this time planning to reveal the storyline of Guardians of Eden with the intention of pre-licensing anything. We need to define the areas you may already have leads.

There are other application areas of my art which are being marketed on a worldwide scale via stock photo sales which have no attachment,at this time,to the umbrella, Guardians of Eden. This may come about soon,because of the eco-mystical series of art pieces I have conceived for the past 18 months which relates to the general subject of shamanism.The tribal psychiatrist,psychic,herbal healer.

Now,having said all that. I realize your schedule is a tight one. But I have today received a tight schedule of my own which only the culmination of an agreement by us will preempt. As of 18 Dec , I will be on my way out of California to Wisconsin unless a partial payment of at least \$4,000 is received by Tuesday, 17 Dec 91. If you don't believe that is enough time for you to be fair to your own operating procedures, I must know that by Friday afternoon,14Dec91. I've mentioned earlier in our discussions about my limited ability to sustain a lengthy waiting period for the conclusion of this deal(and I'm sure you realize that I think very highly of your offer) so I'm sure you would not consider this deadline any form of unjustified Ego-driven manipulation on my part. It's just the reality I have,right now.

Please tell me if the deal is not going to happen,


EXHIBIT C

FACSIMILE TRANSMITTAL FORM

DATE: 12-12 TIME: 4:55

NUMBER OF PAGES (including transmittal form): 2

ATTN: ALEXANDRA
TO: Sonia Cameron
Highland Ent.

FAX # 818-562-1814

CONTACT NAME ALEX
DRORAC

FROM: Sandy M... ..

CONTACT # 818-562-1391

YOUR PHONE NO 714-240-5141

TRANSMITTED VIA:
MAIL BOXES ETC. #1001
32545-A Golden Lantern
Dana Point, CA 92629
Tel: 714-493-5556
Fax: 714-493-4010

Fax No: _____

Contact Name: _____

Transmitted In:
Normal Mode _____ Fine Mode _____

TRANSMISSION REPORT

THIS DOCUMENT (REDUCED SAMPLE ABOVE)
WAS SENT

** COUNT **
2

*** SEND ***

NO	REMOTE STATION I. D.	START TIME	DURATION	#PAGES	COMMENT
1	8185621814	12-12-91 4:59PM	1'34"	2	

TOTAL 0:01'34" 2

EXHIBIT D



PROMISSORY NOTE

January 7th, 1992

I, Gerald Morawski (AKA Jerry Morawski), promise to pay to James Cameron the sum of Five Thousand Dollars (\$5000.00) at no interest.

Gerald Morawski hereby assigns income from the stock photography contract (copy of notification acknowledgement attached) with PHOTOBANK INC. of Irvine, California, as collateral for the \$5000 loan.

Income from this stock photography contract will be paid by Photobank Inc. directly to:

James Cameron

REDACTED

until the terms stated above are met and Photobank Inc. has been notified in writing by both Gerald Morawski and James Cameron.

Payment of the Five Thousand Dollars (\$5000.00) shall be remitted in full to James Cameron by Gerald Morawski on or before July 1st, 1992.

By: Gerald Morawski
At: Burbank, Ca.
Date: 1-7-92
Address: 24781 POINTE TRINITY - D
DANA POINT, CA. 92629
Phone: 714-240-5141

3100 DAMON WAY
BURBANK, CALIFORNIA 91505
TEL 818.562.1301 • FAX 818.562.1814

EXHIBIT D

JAMES CAMERON SEPARATE PROPERTY

DATE 01-07-92

CHECK NO. 1010

REDACTED

FIVE THOUSAND DOLLARS EXACTLY

PAY
TO
THE
ORDER
OF

JERRY MORAWSKI

***\$5,000.00

Walt R.H.

JAMES CAMERON SEPARATE PROPERTY

DATE 01-07-92

CHECK NO.

VENDOR INFORMATION

FOR INTERNAL USE ONLY

THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW. IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

INV DATE	INVOICE #	DESCRIPTION	PAYMENT	CODE	DISTRIBUTION
01-07-92	10	PERSONAL LOAN DUE 7/7/92	5,000.00	015007	5,000.00

EMPLOYEE	TOTAL EARNINGS	FED. INC. TAX	F.I.C.A.	STATE INC. TAX	S.D.I.	NET PAY
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DETACH AND RETAIN THIS STATEMENT

EXHIBIT E

ULTR★NOVA

JAMES CAMERON
3100 DAMON WAY
BURBANK, Ca.91505
818-562-1301
Fax 818-562-1814

JERRY MORAWSKI
24781 Pointe Trinity-D
Dana Point , Ca.92629
714-240-5141

1-12-92

Jim,

Van indicated that you expected a summary of creative costs and a brief description of each potential book project, along with selected examples of imagery , for the next time you and I met.

Considering that, it seems you won't be available for several weeks , and I had hoped to get to work on both a book project and the screenplay, I propose this:

Based on your interest in the attached project description, we either meet briefly at your convenience or talk over the phone to finalize an agreement before you leave.

Also, your partner, explained the factors which prevent a development option on Guardians of Eden and stated that you were still sincerely interested , but that a screenplay submission was, at this time, the only way anything could progress.

I'll write the screenplay in approx. 6 months, and submit occasional drafts for criticism as was discussed and we will have no time limits imposed on the deal. No obligation on your part to do anything. Over the next 6 months while completing the additional imagery for the book, I would also be able to work on the screenplay.

Royalty advances from a publisher on the book, or any other publishing products such as; posters, prints, CD-ROM electronic book could be assigned to pay back your seed money. Thereafter we split the profits equally on the project. I retain copyrights. The imagery winds up paying for it's own development. The PHOTOBANK Inc. stock contract can also be used to return your seed money.

My 6 month cost to generate the additional imagery for the book is \$24,000. There is no profit for me in that figure, based on what I have in mind for new imagery. I make this offer to you based on belief in myself and the work. Because you don't have as much insight into what I know I can do, I'm willing to indemnify the entire cost with my artwork. If there are no publishers for the book to be found and Guardians of Eden isn't a project you want to do, ... you can have all the money back , that you put up from any contracts I cut with someone else or from the publishing projects generated by the stock photo contract. And we part friends.

Best Regards,



JERRY MORAWSKI

EXHIBIT E

<p>I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) GERALD MORAWSKI, an individual</p>	<p>DEFENDANTS LIGHTSTORM ENTERTAINMENT, INC., a California corporation; JAMES CAMERON, and individual; and DOES 1 through 10</p>
<p>(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) BROWNE GEORGE ROSS, LLP Peter W. Ross (State Bar No.: 109741) Peter Shimamoto (State Bar No.: 123422) 2121 Avenue of the Stars, Suite 2400 Los Angeles, CA 90067 Tel.: 310.274.7100/Fax 310.275.5607</p>	<p>Attorneys (If Known)</p>

<p>II. BASIS OF JURISDICTION (Place an X in one box only.)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.)</p> <table style="width:100%;"> <tr> <td style="width:30%;">Citizen of This State</td> <td style="width:10%;">PTF</td> <td style="width:10%;">DEF</td> <td style="width:30%;"></td> <td style="width:10%;">PTF</td> <td style="width:10%;">DEF</td> </tr> <tr> <td></td> <td><input type="checkbox"/> 1</td> <td><input checked="" type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input checked="" type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF	DEF		PTF	DEF		<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF	DEF		PTF	DEF																				
	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify): 6 Multi-District Litigation 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT: \$** 75,000.00

VI. CAUSE OF ACTION (Cite the U. S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

28 U.S.C. § 1332 (a) (1)

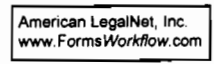
VII. NATURE OF SUIT (Place an X in one box only.)

<p>OTHER STATUTES</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce/ICC Rates/etc.</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 810 Selective Service</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 875 Customer Challenge 12 USC 3410</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Act</p> <p><input type="checkbox"/> 892 Economic Stabilization Act</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 894 Energy Allocation Act</p> <p><input type="checkbox"/> 895 Freedom of Info. Act</p> <p><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>	<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input checked="" type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p> <p>REAL PROPERTY</p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent Lease & Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p>	<p>TORTS PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Fed. Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury-Med Malpractice</p> <p><input type="checkbox"/> 365 Personal Injury-Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>IMMIGRATION</p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 463 Habeas Corpus-Alien Detainee</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p>TORTS PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p> <p>BANKRUPTCY</p> <p><input type="checkbox"/> 22 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>CIVIL RIGHTS</p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/Accommodations</p> <p><input type="checkbox"/> 444 Welfare</p> <p><input type="checkbox"/> 445 American with Disabilities - Employment</p> <p><input type="checkbox"/> 446 American with Disabilities - Other</p> <p><input type="checkbox"/> 440 Other Civil Rights</p>	<p>PRISONER PETITIONS</p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus</p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p><input type="checkbox"/> 540 Mandamus/Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p> <p>FORFEITURE / PENALTY</p> <p><input type="checkbox"/> 610 Agriculture</p> <p><input type="checkbox"/> 620 Other Food & Drug</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 630 Liquor Laws</p> <p><input type="checkbox"/> 640 R.R. & Truck</p> <p><input type="checkbox"/> 650 Airline Regs</p> <p><input type="checkbox"/> 660 Occupational Safety /Health</p> <p><input type="checkbox"/> 690 Other</p>	<p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Mgmt. Relations</p> <p><input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act</p> <p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 61 HIA(1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW 405(g)</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS-Third Party 26 USC 7609</p>
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CV11-10294

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.



**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Wisconsin

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Lightstorm Entertainment, Inc.--Los Angeles James Cameron--Los Angeles	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

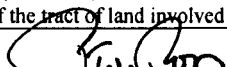
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):


Peter W. Ross

Date December 13, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3 -1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))