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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13 WESTERN DIVISION

14 BARBARA CHASE-RIBOUD, an Individual,)
15)
16 Plaintiff,)

17 v.)

18 DREAMWORKS, Inc. (dba DREAMWORKS)
19 SKG) a Delaware Corporation;)
20 DREAMWORKS FILMS LLC, a California)
21 limited liability company; DREAMWORKS)
22 DISTRIBUTION LLC, a California limited)
23 liability company; DREAMWORKS LLC, a)
24 California limited liability company; PUNCH)
25 PRODUCTIONS INC., a Connecticut)
26 Corporation; PENGUIN PUTNAM, INC., a)
27 Delaware Corporation; PENGUIN BOOKS)
28 USA INC., a New York Corporation; and)
DOES 4 through 50, inclusive,)

Defendants.)

CASE NO. 97-7619 ABC (JGx)

FIRST AMENDED COMPLAINT FOR:

- (1) COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 101, et seq.);**
(2) CONTRIBUTORY COPYRIGHT INFRINGEMENT;
(3) CONSPIRACY TO INFRINGE COPYRIGHT;
(4) UNFAIR COMPETITION (15 U.S.C. §§ 1117, 1125(a));
(5) COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 101, et seq.); AND
(6) DECLARATORY RELIEF

JURY TRIAL DEMANDED

Plaintiff Barbara Chase-Riboud, by her undersigned attorneys, complains against DreamWorks, Inc., DreamWorks Films LLC, DreamWorks Distribution LLC, and DreamWorks LLC (collectively "DreamWorks"), Punch Productions Inc. ("Punch"), and Penguin Putnam, Inc. and Penguin Books USA Inc. (collectively "Penguin") as follows:

1
2 **JURISDICTION AND VENUE**

3 1. This First Amended Complaint alleges copyright infringement and contributory
4 copyright infringement arising under the Copyright Act of 1976, 17 U.S.C. §§ 101 et seq. and a
5 claim for unfair competition arising under the Lanham Act of 1946 (as amended), 15 U.S.C. §
6 1125(a). This Court has subject matter jurisdiction over these federal question claims pursuant to
7 28 U.S.C. §§ 1331 and 1338(a) & (b). This First Amended Complaint also alleges violations of
8 California law and includes a claim for declaratory relief. This Court has jurisdiction over these
9 state law claims pursuant to its supplemental jurisdiction, 28 U.S.C. § 1367(a), and has further
10 jurisdiction over the declaratory relief claim pursuant to the Declaratory Judgment Act, 28 U.S.C. §
11 2201.

12 2. Venue is proper in this district under 28 U.S.C. §§ 1391 and 1400(a) because the
13 copyright infringement, contributory copyright infringement, unfair competition and other wrongful
14 acts that give rise to these claims occurred in this district and because Defendants or their agents
15 reside or may be found here. In addition, Penguin regularly transacts business and has distributed its
16 infringing novel within this District, and DreamWorks' principal place of business is within this
17 district and its infringing theatrical motion picture will be exhibited within this district.

18 **INTRODUCTION**

19 3. This case is about the original sin of American history – slavery. The effects of this
20 genocidal crime – our Black Holocaust – continue to haunt the United States of America. From
21 1619 through 1862, 24 million Africans were kidnapped, transported across the ocean and enslaved
22 as chattel by Americans on American soil. Eleven million more perished in the Middle Passage –
23 the deadly voyage between the African coast and the Americas.

24 4. This barbaric period of history, however, was not without its heroes. Some – like Harriet
25 Tubman, Abraham Lincoln, and John Quincy Adams – are well-known; their stories figure
26 prominently in our history books and in our collective consciousness. Yet countless others, who
27 risked and gave their lives fighting for emancipation, remain nameless.
28

1 5. One such forgotten hero was Joseph Cinque who was kidnapped in his native Mendeland
2 (now Sierra Leone) in 1839 and transported to Cuba with 670 other Africans. Forced aboard the
3 Spanish slaving ship, ironically named “L’Amistad” (Spanish for friendship), after he arrived in the
4 Spanish colony, Cinque led his 53 fellow Africans in an heroic uprising against their cruel captors
5 off the shore of Spanish Cuba. After taking control of the ship by killing the captain and most of the
6 crew, Cinque and the others zigzagged up the East Coast of the United States for nearly two months
7 before being captured and imprisoned in New Haven, Connecticut. Formally charged with murder
8 and piracy by the United States government, yet hailed by abolitionists as revolutionaries and
9 defenders of their liberty, Cinque and his fellow African defendants electrified a bitter feud in a
10 nation and a world sharply divided along lines of slavery and freedom. The ensuing lengthy court
11 battle – a harbinger of the looming Civil War – sparked an intense domestic debate as to whether
12 Africans were people or property. The incident also caused an international crisis when Britain
13 demanded that the United States honor its treaty obligations barring the continued trafficking of
14 slaves, while Spain demanded the return of the Africans to their Spanish captors. Aided by former
15 President and then Congressman John Quincy Adams, Cinque and his fellow Africans ultimately
16 won their freedom before the United States Supreme Court, thereby becoming the nation’s first
17 victorious civil rights plaintiffs.

18 6. Despite his heroism, Joseph Cinque’s story was lost for nearly 150 years. This tragic
19 historical oversight was remedied in 1989 with the publication of Barbara Chase-Riboud’s
20 pioneering, critically-acclaimed historical novel, Echo of Lions. A renowned author, poet and
21 sculptor, Chase-Riboud saw Cinque’s story as the archetype for the history of Black slavery – just as
22 Charles Dickens’ Oliver Twist is for child labor in Victorian England, John Steinbeck’s Grapes of
23 Wrath is for migrant farm workers in the 1920s, and Steven Spielberg’s movie Schindler’s List is
24 becoming for the Jewish Holocaust.

25 7. With virtually no published works to rely upon, Chase-Riboud spent three years
26 meticulously researching Cinque’s story. Armed with the fruits of her own personal investigation
27 and the creativity and imagination of an experienced writer, Chase-Riboud breathed new life into
28 Cinque and the Amistad saga, weaving fictional characters and scenes into an absorbing historical

1 framework. It is her masterful blend of fact and fiction – told from Cinque’s perspective – that
2 makes Echo of Lions a compelling epic, a work of such breathtaking originality that any Hollywood
3 screenwriter would be proud to call it his own.

4 8. Without Echo of Lions – and Chase-Riboud – the Amistad rebellion, Cinque’s dramatic
5 odyssey through the American legal system, and John Quincy Adams’ courageous advocacy might
6 have been forever lost to the popular imagination. But it was not. Millions have read Echo of
7 Lions. Translated into five major languages, the book was republished by the United States State
8 Department throughout Francophone Africa, including Senegal, Cote d’ Ivorie, Zaire, Mali, Algeria,
9 Morocco, and Tunisia. For her significant contribution, Chase-Riboud received citations from
10 Connecticut’s Governor and General Assembly, and an honorary degree from the University of
11 Connecticut.

12 9. One of the people who read Echo of Lions was the author’s close friend, Jacqueline
13 Kennedy Onassis. Excited by her preview of the manuscript, Mrs. Onassis, then an editor at
14 Doubleday, submitted it to Steven Spielberg in 1988. Executives at Spielberg’s production
15 company at that time – Amblin Entertainment Inc. – were enthusiastic about the book, but
16 ultimately told Chase-Riboud that Amblin would pass on the project because the story was too big
17 for a feature film and better suited for a mini-series. Or so they said.

18 10. Spielberg’s company was not the only entertainment entity to show interest in Echo of
19 Lions. In February 1993, Punch optioned the motion picture, television and ancillary rights to Echo
20 of Lions, and began the process of developing a theatrical motion picture based on the work. Punch
21 envisioned that one of its principals, Dustin Hoffman, would portray the role of John Quincy
22 Adams, and spoke with Barry Levinson about directing the picture. As part of its development,
23 Punch also engaged David Franzoni as the writer for the project. Punch referred to this project both
24 internally and in the industry as its “Echo of Lions Project.”

25 11. Punch’s development of the “Echo of Lions Project” continued over several years, and
26 Punch renewed its option to Echo of Lions several times. Ultimately, Punch began contacting
27 potential distributors for its “Echo of Lions Project,” including many of the major studios. Franzoni
28

1 participated in Punch’s pitches of its “Echo of Lions Project” to major studios, including Warner
2 Brothers.

3 12. On or about March 1, 1995, Punch allowed its option in Echo of Lions to lapse. This
4 event, however, did not spell the end of the “Echo of Lions Project.” Chase-Riboud is informed and
5 believes, and on that basis alleges, that less than two months after the option lapsed, DreamWorks
6 took over the project, putting Franzoni on its payroll as the writer and casting Dustin Hoffman as
7 John Quincy Adams. Because Spielberg is an accomplished director and had shown interest in the
8 project, DreamWorks did not need to continue to pursue Levinson. In other words, DreamWorks
9 took over the “Echo of Lions Project” from Punch, but failed to obtain permission from or
10 compensate the author of Echo of Lions.

11 13. In March 1996, Chase-Riboud received an offer to option the theatrical motion picture
12 rights to her book. The offer was presented to Chase-Riboud by a premier entertainment law firm
13 on behalf of an anonymous client. The law firm serves as outside counsel to the talent agency
14 representing Steven Spielberg and David Franzoni. Chase-Riboud turned down the offer.

15 14. While DreamWorks’ co-opting of the “Echo of Lions Project” can be traced back to
16 1995, DreamWorks held off any public announcement until November 1996. At that time,
17 Spielberg publicly announced to great fanfare that his first movie for his new studio DreamWorks
18 would be the story of Cinque and the slave revolt on “L’Amistad.” Surprised by this announcement,
19 Chase-Riboud immediately contacted DreamWorks. Despite its knowledge of the true origins of its
20 Amistad script, the studio stonewalled, fumbling over several months through a number of ever
21 more absurd rationalizations of the source for Franzoni’s screenplay. In the meantime, Spielberg
22 commenced and completed filming the movie.

23 15. Even the most cursory review of the Amistad shooting script and Echo of Lions reveals
24 a shocking number of striking similarities. While Chase-Riboud makes no claim to the elements of
25 Amistad that are historical fact, she takes great issue with those elements of the movie that are the
26 expression of her personal creative genius and her unique interpretation of this story, including the
27 scenes, characters, and plot devices that are not part of the historical record. These original
28 inventions, which make Echo of Lions a compelling and important piece of literature, have been

1 stolen by DreamWorks in the hopes of infusing Amistad with the epic power of Chase-Riboud's
2 book. Indeed, but for Echo of Lions, there would be no Amistad movie.

3 16. Chase-Riboud is informed and believes, and on that basis alleges, that Spielberg and
4 DreamWorks expect Amistad will stand shoulder-to-shoulder with the movie Schindler's List,
5 thereby becoming the definitive cinematic treatment of America's Black Holocaust. Chase-Riboud
6 is further informed and believes, and on that basis alleges, that DreamWorks does not want or
7 intend to share credit with Chase-Riboud for the underlying creativity that gives this particular
8 telling of the Amistad story its power.

9 17. Amistad is scheduled to be released on December 10, 1997 and the novelized version
10 of the screenplay, published by Defendant Penguin, has very recently arrived at bookstores. The
11 injustice to Chase-Riboud, however, remains unremedied. Ironically, the woman who resurrected
12 Cinque and the Amistad rebellion from the dustheap of history is, like the protagonist in her novel, a
13 forgotten hero. DreamWorks and Penguin, aided by Punch, have misappropriated her labor, her
14 artistic craft and her passion, and arrogantly thrust her inspired work before the public as their own.
15 Chase-Riboud has been cheated out of her rightful place in the story she brought to life and deprived
16 of the recognition and just compensation she deserves for her crucial contribution to Amistad. Like
17 Cinque, this prominent Black writer now faces a struggle against persons who have stripped her of
18 her rights, leaving her with no recourse but to seek justice from this Court. What an irony that the
19 renowned filmmaker who produced and directed The Color Purple would be a party to denying a
20 prominent Black American woman of letters and the arts her rightful recognition for raising public
21 consciousness about slavery.

22 **THE PARTIES**

23 18. Plaintiff Barbara Chase-Riboud, the author of Echo of Lions, is a critically acclaimed
24 and best-selling novelist, poet, and sculptor. Her first book, Sally Hemings, won the 1979 Janet
25 Heidinger Kafka Prize as the best novel written by an American woman. In 1988, Chase-Riboud
26 was awarded the prestigious Carl Sandburg Prize as "best American poet" for her second collection
27 of poems, Portrait of a Nude Woman as Cleopatra. A graduate of Yale University's Design and
28 Architectural School who holds honorary degrees from Temple University, Mulenberg University,

1 and the University of Connecticut, Chase-Riboud is a United States citizen who currently lives in
2 Paris, France, where she recently received a knighthood from the French government for her
3 contribution to arts and letters.

4 19. Chase-Riboud's artistic talents were evident at an early age – she sold a set of her prints
5 to the Museum of Modern Art while still in high school. Her sculpture has been exhibited
6 worldwide and is part of the permanent collection of prestigious museums such as the Museum of
7 Modern Art and Metropolitan Museum of Art in New York City and the Centre Pompidou in Paris.
8 Currently, Chase-Riboud is working on a sculpture won through a competition and commissioned
9 for the African Burial Ground in Foley Square in Manhattan.

10 20. Chase-Riboud's trademark as an author is novelizing forgotten or excised history. In
11 Sally Hemings (1979), she told the story of the excised relationship between Thomas Jefferson and
12 his slave Hemings. The protagonist of Chase-Riboud's second historical novel, Valide (1986), is an
13 unknown, unnamed victim of the white slave trade who, as a harem concubine, became the mother
14 of the Turkish sultan Mohammed II, Emperor of the Ottoman Empire early in the nineteenth
15 century. After publishing Echo of Lions, which brought to life the excised story of the first civil
16 rights trial in America and the only favorable Supreme Court ruling on civil rights until Brown v.
17 Board of Education over a century later, Chase-Riboud researched and authored The President's
18 Daughter (1994). This historical novel tells the tragedy of the institutionalized "crime" of
19 miscegenation and the hidden pillar of "passing for white" in American society.

20 21. Chase-Riboud is informed and believes, and on that basis alleges, that Defendant
21 DreamWorks, Inc., which does business as DreamWorks SKG, is a Delaware corporation, whose
22 principal place of business is 100 Universal City Plaza, Bungalow 477, Universal City, California.
23 Chase-Riboud is further informed and believes, and on that basis alleges, that, among other things,
24 DreamWorks, Inc. is engaged in the production and worldwide distribution of theatrical motion
25 pictures.

26 22. Chase Riboud is informed and believes, and on that basis alleges, that DreamWorks
27 Films LLC, which does business as DreamWorks Pictures, is a California limited liability company
28 whose principal place of business is 100 Universal City Plaza, Building 10, Universal City,

1 California. Chase-Riboud is further informed and believes, and on that basis alleges, that
2 DreamWorks Films LLC is engaged in the production of theatrical motion pictures, and is a
3 company wholly controlled and dominated by DreamWorks, Inc.

4 23. Chase Riboud is informed and believes, and on that basis alleges, that DreamWorks
5 Distribution LLC is a California limited liability company whose principal place of business is 100
6 Universal City Plaza, Building 10, Universal City, California. Chase-Riboud is further informed
7 and believes, and on that basis alleges, that DreamWorks Distribution LLC is engaged in the
8 distribution of theatrical motion pictures, and is a company wholly controlled and dominated by
9 DreamWorks, Inc.

10 24. Chase Riboud is informed and believes, and on that basis alleges, that DreamWorks
11 LLC is a California limited liability company whose principal place of business is 100 Universal
12 City Plaza, Building 10, Universal City, California. Chase-Riboud is further informed and believes,
13 and on that basis alleges, that DreamWorks LLC is the holder of any copyrights and/or trademarks
14 in the DreamWorks theatrical motion picture Amistad, is a company created to hold, among other
15 things, such intellectual property rights, and is a company wholly controlled and dominated by
16 DreamWorks, Inc.

17 25. Chase Riboud is informed and believes, and on that basis alleges, that at all times
18 pertinent to this First Amended Complaint, DreamWorks, Inc. has controlled, succeeded to, and/or
19 has been the alter ego of DreamWorks Pictures LLC, DreamWorks Distribution LLC and
20 DreamWorks LLC (collectively the “Companies”) with respect to, without limitation, the matters at
21 issue in this action, including, without limitation, making decisions with respect to the production of
22 the theatrical motion picture Amistad, the decision to misappropriate Chase-Riboud’s intellectual
23 property and incorporate such property in the picture, and the decision not to credit or compensate
24 Chase-Riboud for such intellectual property. Chase-Riboud is further informed and believes, and on
25 that basis alleges, that DreamWorks, Inc. has been directly and actively involved in the Companies’
26 conduct in the matter at issue, and has directed and controlled the Companies’ actions. Chase-
27 Riboud is further informed and believes, and on that basis alleges, that DreamWorks, Inc. has paid
28 the debts and obligations of the Companies, and has dominated and controlled the Companies’

1 organization and activities. Chase-Riboud is further informed and believes, and on that basis
2 alleges, that at times pertinent, there has existed such a unity of interest and ownership between and
3 among DreamWorks, Inc. and the Companies that any individuality and separateness between and
4 among DreamWorks, Inc. and the Companies has ceased and each of these defendants is the alter
5 ego of the others. Adherence to the fiction of the separate existence of DreamWorks, Inc. and the
6 Companies would permit an abuse of any privilege afforded truly separate entities and would
7 sanction fraud and promote injustice in that Chase-Riboud is further informed and believes, and on
8 that basis alleges, that DreamWorks, Inc. may seek to immunize itself from liability for the acts of
9 the Companies which are, or may be, unable to respond, in whole or in part, to the damages
10 sustained by Chase-Riboud.

11 26. Chase-Riboud is informed and believes, and on that basis alleges, that Punch
12 Productions, Inc., initially sued herein as DOE 1, is a Connecticut corporation, whose principal
13 place of business is 1926 Broadway, Suite 305, New York, New York. Chase-Riboud is further
14 informed and believes, and on that basis alleges, that, among other things, Punch is engaged in the
15 production of theatrical motion pictures and, as such, it regularly conducts business in Southern
16 California. Chase-Riboud is also informed and believes, and on that basis alleges, that the
17 principals of Punch include Dustin Hoffman, Lee Gottsegen, Murray Schisgal, and Bert Fields.

18 27. Chase-Riboud is informed and believes, and on that basis alleges, that Penguin Putnam,
19 Inc., initially sued herein as DOE 2, is a Delaware corporation, whose principal place of business is
20 375 Hudson Street, New York, New York. Chase-Riboud is further informed and believes, and on
21 that basis alleges, that Penguin Putnam, Inc. conducts substantial, continuous and systematic
22 activities within California, by among other things, distributing its books in California. The
23 novelization of the theatrical motion picture Amistad is published by the Penguin Putnam, Inc.
24 division known as Signet Fiction. For purposes of this First Amended Complaint, Signet Fiction is
25 not distinguished from Penguin Putnam, Inc.

26 28. Chase-Riboud is informed and believes, and on that basis alleges, that Penguin Books
27 USA, Inc., initially sued herein as DOE 3, is a New York corporation, whose principal place of
28 business is 375 Hudson Street, New York, New York. Chase-Riboud is further informed and

1 believes, and on that basis alleges, that Penguin Books USA, Inc. conducts substantial, continuous
2 and systematic activities within California, by among other things distributing its books in
3 California. The novelization of the theatrical motion picture Amistad is published by the Penguin
4 Books USA, Inc. division known as Signet Fiction. For purposes of this First Amended Complaint,
5 Signet Fiction is not distinguished from Penguin Books USA, Inc.

6 29. Chase-Riboud does not know the true names and capacities of those defendants sued
7 herein as DOES 4 through 50, inclusive, and therefore sues these defendants by such fictitious
8 names. Chase-Riboud will amend this First Amended Complaint to allege their true names and
9 capacities when such are ascertained. Chase-Riboud is informed and believes, and on that basis
10 alleges, that each of the defendants sued herein as DOES 4 through 50, inclusive, is in some manner
11 legally responsible for the wrongful acts set forth herein.

12 30. Chase-Riboud is informed and believes, and on that basis alleges, that each of the
13 defendants was empowered to act as the agent, servant and/or employee of each of the other
14 defendants, and that all of the acts alleged herein to have been done by each defendant were
15 authorized, approved and/or ratified by each of the other defendants.

16 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF**

17 **Chase-Riboud's Research and Writing of Echo of Lions**

18 31. Having decided to tell Cinque's story, Chase-Riboud spent three years researching both
19 primary and secondary sources before putting pen to paper for Echo of Lions, her third historical
20 novel. The breadth of her research was unprecedented. Piecing together an intricate puzzle, she
21 looked at all of the documents connected with the Amistad case. Among other sources, she
22 examined each of the relevant court transcripts, the published, but long forgotten, argument before
23 the Supreme Court, contemporaneous newspaper articles about the rebellion, and even the papers,
24 letters, diaries, and memoirs of John Quincy Adams, his wife and many of the book's other
25 historical figures. To better understand the Africans' experience, she relied on, among other things,
26 eighteenth- and nineteenth-century "confessions" of slave traders and slave narratives. She even
27 studied books about Mende culture (the local culture in Cinque's home region of Africa), including
28 a dictionary of Mende language, thought, and grammar. Through her research, Chase-Riboud

1 became intimately familiar with everything written about Cinque and the Amistad, and gained
2 valuable insight into nineteenth-century politics and culture.

3 32. After her years of effort, Chase-Riboud realized that, as with any old puzzle, many
4 pieces to the Amistad tale were missing. To fill in the gaps, she wove fictional characters and
5 scenes into the historical framework, thereby creating a vibrant tapestry of historical fiction. Two of
6 Chase-Riboud’s literary inventions bear special note:

7 (a) Chase-Riboud created the fictional character Henry Braithwaite, a prosperous,
8 erudite, middle-aged Black printer who is an abolitionist living in New Haven. Born free,
9 but forced to face danger and discrimination at every turn, Braithwaite, who appears
10 throughout Echo of Lions, is a literary device intended to emphasize the ambiguities
11 confronting free Black Americans in antebellum New England.

12 (b) Another of Chase-Riboud’s inventions is the relationship between John Quincy
13 Adams and Cinque. Although Adams did in fact defend Cinque before the Supreme Court,
14 there is no evidence whatsoever that the two men ever met face-to-face or discussed the
15 case. In Echo of Lions, however, Chase-Riboud bonded Adams and Cinque with a personal
16 relationship in which each man respects, and is influenced by, the other. This ingenious
17 literary device unites Cinque’s quest for freedom with Adams’ abolitionist agenda. The
18 rapport between the two men places them on equal levels, elevating the story from one about
19 an advocate representing a slave to the meeting of two extraordinary men who stand as
20 symbols of America and Africa.

21 33. The Braithwaite character and the Adams/Cinque relationship – both skillful amalgams
22 of fact and imagination – are the art of historical fiction. It is therefore little wonder why these
23 literary devices – and many others like them – were later misappropriated by DreamWorks, with the
24 assistance of Punch, for the soon-to-be-released theatrical feature Amistad.

25 34. Echo of Lions was published by William Morrow and Company, Inc., in 1989 to critical
26 acclaim. The New York Tribune, for example, raved that “the sadness captured in the final pages of
27 this novel is a testimonial to the sensitiveness of an important novelist. She weaves history and
28 fiction with a master’s hand.” A review in The San Francisco Chronicle observed that Chase-

1 Riboud “is a scrupulous historical researcher who writes movingly of the horrifying, murderous
2 brutality of the slave trade. Her descriptions of the starvation, mass suicides and insanity stir us in a
3 way that a mere historical account could never match.” The Cincinnati Post remarked that “Barbara
4 Chase-Riboud will raise not one, but two figures to a higher place in American History. What
5 Chase-Riboud succeeds in doing is illuminating and humanizing a chapter of history that is often
6 overshadowed by the larger events of the Civil War.” Similar praise came from Essence Magazine,
7 “[t]he historical backdrop gives . . . a rare glimpse into the lives of free Black men and women in
8 the pre-civil war era and a place for her brilliant depiction of John Quincy Adams.” And, Alex
9 Haley called Echo of Lions “[a] brilliant dramatization of the most gripping, significant and epic
10 saga that a century of slave ships ever produced.”

11 35. Echo of Lions has been translated into five major languages and has sold over 500,000
12 copies around the world. It is readily available in libraries throughout the United States.

13 **DreamWorks and Its Screenwriter Had Direct Access to Echo of Lions**

14 36. Among those who read and were moved by Chase-Riboud’s rendition of the Amistad
15 story was her close friend Jacqueline Kennedy Onassis. After reading the original manuscript
16 (called “The Summer Triangle”) in or about the Spring of 1988, Mrs. Onassis asked for – and
17 received – permission to submit it to Amblin – Steven Spielberg’s production company at that time.
18 The original manuscript is almost identical to the published version of Echo of Lions.

19 37. The manuscript was well received. On or about April 11, 1988, Kathleen Kennedy, a
20 high-placed executive at Amblin, wrote Mrs. Onassis that “the book was great – clearly the product
21 of passionate research and imaginative writing.” Although Kathleen Kennedy was not certain the
22 story was “readily adaptable to a feature film,” she stated that the people at Amblin were “anxious to
23 acquaint themselves with Barbara [Chase-Riboud].” A true and correct copy of Kennedy’s April 11,
24 1988 letter is attached to and incorporated into this First Amended Complaint as Exhibit A.

25 38. At Amblin’s request, Chase-Riboud met with Deborah Newmyer, Alex Siskin and other
26 Amblin representatives on or about April 18, 1988. Like Kathleen Kennedy, these executives were
27 enthusiastic about the story.
28

1 39. A week later, however, on or about April 25, 1988, Newmyer and Siskin informed
2 Chase-Riboud that they saw “too many obstacles in adapting [the book] to a feature film.” Instead,
3 they seemed to feel that “the material [was] better suited for a mini-series than the large screen.”
4 They did indicate, however, that if “the story reach[ed] the screenplay stage in the future, [they]
5 would be thrilled to read and re-consider it.” A true and correct copy of Newmyer and Siskin’s
6 April 25, 1988 letter is attached to and incorporated into this First Amended Complaint as Exhibit
7 B. Despite their professed misgivings, Amblin never returned Chase-Riboud’s manuscript.

8 40. When Echo of Lions was published a few months later, Chase-Riboud sent a copy of the
9 finished book to Amblin. She received no response. Again, the book was not returned.

10 41. In or about February 1989, Chase-Riboud secured the exclusive rights and privileges in
11 and to Echo of Lions, and received from the Register of Copyrights a certificate of registration
12 effective February 10, 1989, and bearing registration number TX 2-519-903. A true and correct
13 copy of this certificate is attached to and incorporated into this First Amended Complaint as Exhibit
14 C.

15 42. While Amblin chose not to option the theatrical motion picture rights to Echo of Lions,
16 such rights were optioned by Punch in February 1993, initially for 12 months and then extended for
17 two six-month periods and then one extra month. Once optioned, Punch began an active
18 development of what it referred to as its “Echo of Lions Project.” In addition to attaching one of its
19 principals, Dustin Hoffman, to the project, to play the part of former President John Quincy Adams,
20 Punch retained Franzoni as the “writer” for the project. Chase-Riboud is informed and believes, and
21 on that basis alleges, that, as Punch’s writer for the “Echo of Lions Project,” Franzoni read Chase-
22 Riboud’s book, and thereby became intimately familiar with the book’s structure, pacing, imagery,
23 characters, story, fictional scenes, and other literary devices. Chase-Riboud is further informed and
24 believes, and on that basis alleges, that Franzoni was so deeply involved in the “Echo of Lions
25 Project” that he pitched the project on behalf of Punch to several major studios, including Warner
26 Brothers. Thus, Franzoni became familiar with Echo of Lions in 1994 and 1995, and any screenplay
27 that he wrote about the Amistad story thereafter was influenced by, derived from, and related to
28 Echo of Lions, and could not be the product of independent creation.

1 43. Notwithstanding Punch’s obvious interest and investment in the “Echo of Lions
2 Project,” on or about March 1, 1995, Punch allowed its option to lapse. Curiously, however, within
3 two months of Punch’s abandonment of its option, DreamWorks was pursuing its own “Echo of
4 Lions Project,” retaining Franzoni to continue his work as a writer and discussing with Hoffman the
5 role of John Quincy Adams. While ultimately Hoffman left to pursue other film projects, Franzoni
6 has been awarded sole screenwriting credit for Amistad as a result of his work on the project.

7 44. While obviously attempting to take advantage of Franzoni’s intimate familiarity with
8 the Amistad story, much of which is owed to Echo of Lions, DreamWorks never obtained a license
9 for any right to Echo of Lions. This is not to say that someone at DreamWorks or associated with
10 the DreamWorks project may not have tried. In March 1996, Chase Riboud received an offer to
11 option the theatrical motion picture rights to her book. The offer was presented to Chase-Riboud by
12 one of the industry’s premier entertainment law firms. A precondition of the offer was that the
13 firm’s client would remain anonymous. The firm making the offer is outside counsel to the talent
14 agency representing both Steven Spielberg and David Franzoni. Chase-Riboud rejected the offer.

15 How Chase-Riboud Discovered DreamWorks’ Infringement

16 45. Although development began more than a year earlier, DreamWorks announced in
17 November 1996 that the first film that Spielberg would direct for the new studio would be a period
18 drama based on the true story of an 1839 mutiny onboard a slave ship. The film was entitled
19 Amistad. According to the movie’s executive producer, Walter Parkes, Spielberg “was taken from
20 the outset with the possibilities of telling an intimate story between two extraordinary men – an
21 African slave and an ex-president of the United States – set against an epic historical backdrop.”
22 Production of the movie was scheduled to start a few months later – in February 1997.

23 46. From her home in Paris, Chase-Riboud was shocked to hear this announcement and was
24 justifiably concerned that DreamWorks and its writers may have, inadvertently or otherwise,
25 infringed her copyright in Echo of Lions. Chase-Riboud faced a similar problem with her first
26 historical novel – Sally Hemings. Three years after that book was published, a playwright named
27 Granville Burgess wrote a play on the same subject called “Dusky Sally.” After Chase-Riboud
28 wrote a series of letters to Burgess, he filed a lawsuit seeking a declaratory judgment that his play

1 did not infringe on her book, and Chase-Riboud counterclaimed for copyright infringement. In a
2 landmark copyright decision articulating the copyright protections afforded works of historical
3 fiction, Chase-Riboud ultimately prevailed before the United States District Court for Eastern
4 District of Pennsylvania. Burgess v. Chase-Riboud, 765 F. Supp. 233 (E.D. Penn. 1991). The
5 Court enjoined Burgess from distributing, producing or selling any rights in the play unless and until
6 he signed an appropriate license agreement with Chase-Riboud.

7 47. Being intimately familiar with every available historical resource, Chase-Riboud knew
8 the Herculean effort required to recreate the Amistad story from the paltry historical record. In the
9 150 years between the Amistad mutiny and the announcement of DreamWorks' intent to tell this
10 story in film, only six other books describing the rebellion had been written. None of these six other
11 books include the creative amalgamation of fact and fiction – or the unique dramatic interpretation
12 of the historical record – found in Echo of Lions.

13 **DreamWorks' Incredible, Shifting Explanations**

14 48. On or about November 22, 1996, Chase-Riboud contacted DreamWorks to remind it of
15 her prior submission of Echo of Lions to Spielberg, offer to consult on the movie, and ask whether
16 her book had served as a reference in the development of the Amistad project. DreamWorks
17 responded that “the ship has already sailed on this project” and that the company had no interest in
18 either acquiring her rights to Echo of Lions or retaining her as a consultant. In this conversation,
19 DreamWorks claimed that its script was based on a book written in the 1980s. The only Amistad
20 book, other than Echo of Lions, published in the 1980s, however, is a textbook called Mutiny on
21 the Amistad. Written by Howard Jones, this textbook takes a purely scholarly approach to the
22 rebellion, focusing on the international diplomatic issues it raised, and bears no resemblance
23 whatsoever to either Echo of Lions or Amistad.

24 49. Realizing the obvious inadequacy of its first explanation as to the movie's origin, and
25 desperate to find some source containing the elements it pirated from Echo of Lions, DreamWorks
26 revised its position, claiming that its movie was based on the book The Long Black Schooner. That
27 work, however, is a children's book, written by Emma Stern and published by Scholastic Inc. in
28

1 1953. It lacks many of the historical details unearthed by Chase-Riboud and does not contain any of
2 the literary devices found first in Chase-Riboud’s novel and later copied in the Amistad script.

3 50. After Chase-Riboud challenged its unconvincing reliance on The Long Black Schooner,
4 DreamWorks invented yet another, a third, “source” for Amistad – the book Black Mutiny. (Chase-
5 Riboud is informed and believes, and on that basis alleges, that DreamWorks did not acquire the
6 rights to Black Mutiny until after she accused the studio of copyright infringement.) Although
7 Black Mutiny is a work of historical fiction, it not only lacks all of the imaginary characters,
8 dialogue, relationships, and scenes shared by DreamWorks’ Amistad and Echo of Lions, but reflects
9 the racial stereotypes still prevalent in 1950s American culture. One need look no further than the
10 brief meeting between Adams and Cinque for an example: upon viewing Cinque and the other
11 imprisoned Africans, Adams asks the jailer whether the “two Mulatto bright” Africans “learn better
12 than the others.” True and correct copies of the pages from Black Mutiny in which Adams meets
13 Cinque are attached to and incorporated into this First Amended Complaint as Exhibit D. To the
14 extent that DreamWorks claims that Black Mutiny is a source for the screenplay, this is a blatant
15 falsehood. Moreover, any such designation would be in violation of the applicable rules of the
16 Writers Guild of America, West.

17 51. Unable to put forward any book or other writing as the basis for its movie, DreamWorks
18 devised an even more far-fetched explanation: the Amistad project was based on an “idea”
19 presented to Spielberg by the TV actress Debbie Allen, best known for her role on the television
20 show “Fame.” According to DreamWorks, Allen learned about Cinque and the Amistad while
21 visiting Howard University and had “shopped” the idea for some years. Chase-Riboud is informed
22 and believes, and on that basis alleges, that, six or more years after Spielberg learned of Amistad
23 from Chase-Riboud and rejected it for film adaptation, Allen contributed, if anything, nothing more
24 than the idea of bringing the Amistad affair to the screen. Chase-Riboud is further informed and
25 believes, and on that basis alleges, that Allen never took time to express her “idea” in any writing
26 whatsoever, let alone a treatment or screenplay. For her efforts, Allan is credited as a producer of
27 Amistad and has a small role in the picture.

1 52. DreamWorks asserts that Amistad is an original Spielberg project and that it hired its
2 own researchers and screenwriters to develop a script based on Allen’s idea. According to
3 DreamWorks, its researchers scoured libraries and archives to uncover the complete Amistad story.
4 Amazingly, however, DreamWorks claims that, despite their extensive efforts, these researchers
5 never came across, let alone read, Echo of Lions – the most-recent, best-researched, most widely-
6 available, and most-comprehensive rendition of the Amistad saga.

7 53. On March 21, 1997, counsel for Chase-Riboud put DreamWorks on notice that its
8 shooting script of Amistad infringed her copyright in Echo of Lions. For eight months, thereafter,
9 Chase-Riboud sought to engage DreamWorks in a meaningful discussion of the origins and
10 references for its project. Chase-Riboud even offered DreamWorks a detailed comparison
11 evidencing the astounding similarities between Echo of Lions and Amistad. DreamWorks,
12 however, never responded.

13 54. As early as January 1997, DreamWorks promised Chase-Riboud that it was preparing a
14 detailed line-by-line comparison of the script and her book and would forward her a copy when its
15 analysis was completed. Such an analysis, however, was never forthcoming. DreamWorks
16 promised specifically to address each of the explicit similarities noted by Chase-Riboud.
17 DreamWorks’ only response, however, was further silence. Other than citing a number of irrelevant
18 secondary sources, DreamWorks never identified or provided Chase-Riboud with any of the
19 “extensive research” that supposedly went into its script. In sum, DreamWorks maintained a
20 Sphinx-like silence, leaving the clear impression that DreamWorks had no response and no
21 explanation for the overwhelming similarities between Echo of Lions and Amistad. For months,
22 Chase-Riboud was also promised a settlement offer. After receiving no satisfactory response on the
23 sources of Amistad or any settlement offer, Chase-Riboud was forced to bring this action.

24 **The Overwhelming Similarities Between Echo of Lions and Amistad**

25 55. Nearly every aspect of DreamWorks’ Amistad, from the beginning to the end, from the
26 title of an earlier version of the screenplay to its final montage – contains themes, dialogue,
27 characters, relationships, plots, scenes, and fictional inventions that were originally created by
28 Chase-Riboud for Echo of Lions that have no basis in the historical record, and were copied from

1 Echo of Lions. These are Chase-Riboud’s own original literary creations, and they are unique,
2 valuable and copyright protectible. Set forth below are some of the remarkable similarities in
3 scenes, characters, and images alone between Echo of Lions and Amistad, that cannot be traced to
4 any historical accounts and are overwhelming evidence that Amistad copied Echo of Lions:
5

6 Echo of Lions

Amistad Shooting Script

7 A. The title of Chase-Riboud’s book is Echo of
8 Lions.

The title of an earlier version of shooting script
was The Other Lion.

9
10 B. Chase-Riboud created, as one of the book’s
11 main characters, a prosperous, erudite,
12 middle-aged, Black man living in New
13 Haven, Connecticut and involved with the
14 printing of abolitionist literature.

The shooting script includes, as one of the
movie’s main characters, a prosperous, erudite,
middle-aged Black man living in New Haven,
Connecticut and involved with the printing of
abolitionist literature.

15
16 C. Cinque calls on his ancestors for help in his
17 legal battle.

Cinque calls on his ancestors for help in his legal
battle:

18 CINQUE: “We won’t be going in there alone.”

19 ADAMS: “Indeed not. We have ‘right’ at our
20 side. We have ‘righteousness’ at our side. We
21 have Baldwin over there.”

22 CINQUE: “I meant my ancestors . . . I will call
23 into the past, far back to the beginning of time –
24 and beg them to come and help me at the
25 judgment. I will reach back and draw them into
26 me. And they must come, for at this moment I
27 am the whole reason they have existed at all.”
28

- 1 D. The Black abolitionist printer considers the fact that, if Cinque were white, he would be treated as a hero. Before the Supreme Court, Adams argues that “If [Cinque] were white, he wouldn’t be standing before this court fighting for his life. If he were white and his enslavers British, he wouldn’t be able to stand, so heavy the weight of the medals we would bestow upon him.”
- 2
- 3
- 4
- 5
- 6
- 7
- 8 E. Chase-Riboud altered historical fact to give Cinque has one child. In reality, he had three. Cinque has one child.
- 9
- 10
- 11
- 12 F. Cinque compares the masts of three ships with the sign of the cross. One of the Africans “stares in awe at the three huge masts and crossbeams – looking exactly like the pictures in his Bible of the crosses erected to crucify Christ and the thieves.”
- 13
- 14
- 15
- 16
- 17 G. Chase-Riboud altered historical fact to describe a scene in which Queen Victoria writes a letter to President Van Buren expressing concern for the Africans. In reality, the letter was written by one of Queen Victoria’s ministers to the U.S. Secretary of State. Queen Victoria writes a letter to President Van Buren expressing concern for the Africans.
- 18
- 19
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- 24
- 25 H. John Quincy Adams and his wife discuss the “abominable Executive conspiracy going on against the lives of the Africans.” A nighttime scene inside the White House is described as follows: “Van Buren, Hammond and Forsyth in the Presidential Office, huddled together in a timeless executive portrait of
- 26
- 27
- 28

1 conspiracy. In another day this could be Nixon,
2 Haldeman and Kissinger.” In the scene that
3 follows, these three men conspire to replace the
4 judge presiding over the Africans’ trial with one
5 more amenable to the President’s will.

6
7 I. Chase-Riboud created an intimate personal The shooting script describes an intimate
8 relationship between Adams and Cinque in personal relationship between Adams and
9 which each respects and is influenced by the Cinque in which each respects and is influenced
10 other. Through this relationship, Cinque by the other. Through this relationship, Cinque
11 discusses and contributes to his defense. discusses and contributes to his defense.

12
13 J. Chase-Riboud transforms Covey, the Mende The shooting script depicts Covey as a major
14 translator who in reality was a minor character who is Cinque’s eyes and ears.
15 historical character, into the literary Cinque’s
16 eyes and ears.

17
18 K. Cinque and his brother-in-law (who is a Cinque and his brother-in-law are seen working
19 literary invention of Chase-Riboud’s) are in rice fields.
20 seen working in rice fields.

21
22 L. In the final scene, Cinque cries out from In the final scene, a “lone Mende woman’s
23 Africa, and his desperate shout “rumble[s] plaintive chant” carries across the sea to a Civil
24 southwards along the Atlantic coast and the War battlefield where “armies of blue- and grey-
25 marshes of Delaware, across the Schuykill uniformed soldiers fire on each other from across
26 River Valley to a place they call Gettysburg.” a field, the smoke from their muskets clouding
27 the sky.”
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FIRST CLAIM FOR RELIEF

(Copyright Infringement – 17 U.S.C. §§ 101 et seq.)

(Against DreamWorks and Does 4 through 50)

56. Chase-Riboud realleges and incorporates by reference the allegations set forth above in Paragraphs 1 through 55 inclusive, as though set forth in full.

57. Echo of Lions contains material wholly original with Chase-Riboud, and is copyrightable subject matter under the laws of the United States.

58. In or about February 1989, Dr. Chase-Riboud secured the exclusive rights and privileges in and to Echo of Lions, and received from the Register of Copyrights a certificate of registration bearing registration number TX-2-519-903 (Exhibit C).

59. Chase-Riboud is currently and always has been the sole proprietor of all right, title and interest in and to the copyright in Echo of Lions. She has produced and distributed this book in strict conformity with the provisions of the Copyright Act of 1976 and all other laws governing copyright.

60. As the sole proprietor of all right, title and interest in and to the copyright in Echo of Lions, Chase-Riboud has exclusive right to, among other things, prepare derivative works based on this book or transfer this right to someone else.

61. By producing Amistad, a movie indisputably derived from Echo of Lions and permitting Penguin to publish a novelized version of the infringing screenplay, DreamWorks knowingly and willingly infringed, and will continue to infringe, Chase-Riboud’s copyright in her book.

62. As a direct and proximate result of DreamWorks’ copyright infringement, Chase-Riboud has suffered and will continue to suffer severe injuries and damage, much of which cannot be reasonably or adequately measured or compensated in damages. Such injuries and damage include, but are not limited to, the fact that Chase-Riboud has been unfairly deprived of: (1) just compensation for the infringing use of Echo of Lions; (2) the fair opportunity to republish Echo of Lions due to the publication of the novelized version of the movie Amistad; and (3) appropriate

1 recognition, including a screen credit, to which she is undeniably entitled. Chase-Riboud's exact
2 amount of damages will be proven at trial.

3 **SECOND CLAIM FOR RELIEF**

4 **(Contributory Copyright Infringement)**

5 **(Against Punch and Does 4 through 50)**

6 63. Chase-Riboud realleges and incorporates by reference the allegations set forth above in
7 Paragraphs 1 through 62 inclusive, as though set forth in full.

8 64. Chase-Riboud is informed and believes, and on that basis alleges, that Punch
9 participated in the copyright infringement perpetrated by DreamWorks by, and in addition to the
10 conduct discussed above, benefiting from DreamWorks' exploitation of Echo of Lions with the
11 knowledge that DreamWorks did not have any rights in Echo of Lions. Moreover, Chase-Riboud is
12 informed and believes, and on that basis alleges, that Punch provided the means by which
13 DreamWorks infringed Chase-Riboud's copyright in Echo of Lions by recommending Franzoni to
14 DreamWorks with the knowledge that his screenplay was derived from Echo of Lions and that
15 DreamWorks did not have the film rights to that book.

16 65. As a direct and proximate result of Punch's contributory copyright infringement,
17 Chase-Riboud has suffered and will continue to suffer severe injuries and damage, much of which
18 cannot be reasonably or adequately measured or compensated in damages. Such injuries and
19 damage include, but are not limited to, the fact that Chase-Riboud has been unfairly deprived of: (1)
20 just compensation for the infringing use of Echo of Lions; (2) the fair opportunity to republish Echo
21 of Lions due to the publication of the novelized version of the movie Amistad; and (3) appropriate
22 recognition, including a screen credit, to which she is undeniably entitled. Chase-Riboud's exact
23 amount of damages will be proven at trial.

24 **THIRD CLAIM FOR RELIEF**

25 **(Conspiracy to Infringe Copyright)**

26 **(Against DreamWorks, Punch and Does 4 through 50)**

27 66. Chase-Riboud realleges and incorporates by reference the allegations set forth above in
28 Paragraphs 1 through 65 inclusive, as though set forth in full.

1 DreamWorks, Punch, and Penguin deny, that these defendants infringed on Chase-Riboud's
2 copyright in Echo of Lions.

3 86. Chase-Riboud desires a judicial determination of this issue.

4 87. Such a declaration is necessary and appropriate at this time in order that Chase-Riboud
5 may ascertain her rights to compensation and credit for her contribution to Amistad and the
6 novelized version of the screenplay.

7 **SEVENTH CLAIM FOR RELIEF**

8 **(Injunctive Relief)**

9 **(Against DreamWorks, Penguin and Does 4 through 50)**

10 88. Chase-Riboud realleges and incorporates by reference the allegations set forth above in
11 Paragraphs 1 through 87 inclusive, as though set forth in full.

12 89. DreamWorks' and Penguin's wrongful conduct described above, unless and until
13 enjoined and restrained by order of this Court, will cause great and irreparable injury to Chase-
14 Riboud in that such conduct, among other things, may prevent her from receiving appropriate credit
15 for her contribution to Amistad and from being able to republish Echo of Lions.

16 90. Chase-Riboud has no adequate remedy at law for many of the injuries that are threatened
17 in that it will be impossible for Chase-Riboud to determine the precise amount of damage she will
18 suffer if DreamWorks' conduct is not restrained.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Chase-Riboud prays for judgment against DreamWorks, Punch, and
21 Penguin as follows:

22 **ON THE FIRST CLAIM FOR RELIEF**

23 1. For Chase-Riboud and against DreamWorks on the first claim for relief for copyright
24 infringement;

25 2. For an injunction ordering that DreamWorks and its agents and employees be
26 permanently enjoined from infringing on Chase-Riboud's copyright in Echo of Lions in any manner,
27 including distributing or showing Amistad without Chase-Riboud's express consent;

1 copyright in Echo of Lions in any manner, including distributing or showing the movie Amistad or
2 selling the novelized version of the Amistad screenplay without Chase-Riboud's consent; and (2)
3 designating anything other than Echo of Lions as the basis or inspiration for Amistad; and

4 30. For such other and further relief as the Court deems appropriate.

5 DATED: November 17, 1997

O'DONNELL & SHAEFFER, LLP

6
7
8 By: _____
9 PIERCE O'DONNELL
10 Attorneys for Plaintiff
11 BARBARA CHASE-RIBOUD

12 JURY DEMAND

13 Plaintiff Chase-Riboud hereby requests a trial by jury on each claim for relief alleged in the
14 First Amended Complaint.

15 DATED: November 17, 1997

O'DONNELL & SHAEFFER, LLP

16
17
18 By: _____
19 PIERCE O'DONNELL
20 Attorneys for Plaintiff
21 BARBARA CHASE-RIBOUD
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