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 Los Angeles Superior Court

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John A. Clarke, Executive Officer/Clerk
[Signature]
 BY MARY GARCIA, Deputy

6 Attorneys for Plaintiffs Buzz Aldrin,
 7 Lois Aldrin and Lisa Cannon

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 11 COUNTY OF LOS ANGELES

13 BUZZ ALDRIN, an individual; LOIS
 14 ALDRIN, an individual; LISA CANNON,
 an individual,

15 Plaintiffs,

16 v.

17 DAVID M. RANES, an individual;
 18 GUARDIAN PICTURES LLC, a Nevada
 19 limited liability company; WHITELIGHT
 ENTERTAINMENT, INC., a Nevada
 corporation; and DOES 1 through 10,

20 Defendants.

CASE NO. BC 421592

COMPLAINT FOR:

1. BREACH OF CONTRACT
2. FRAUD
3. CONVERSION
4. UNJUST ENRICHMENT
5. UNFAIR BUSINESS PRACTICES
6. VIOLATION OF CIVIL CODE § 1719

NATURE OF THE CASE

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2 1. As more fully set forth herein below, plaintiffs Buzz Aldrin, Lois Aldrin and Lisa
3 Cannon (collectively, the "Plaintiffs") seek monetary relief against defendants David M. Raney
4 ("Raney"), Guardian Pictures LLC ("Guardian") and WhiteLight Entertainment, Inc. aka
5 WhiteLight Media Group ("WhiteLight") (Raney, Guardian, WhiteLight, and DOES 1-10, are
6 sometimes collectively referred to herein as "Defendants") for breach of contract, fraud,
7 conversion, unjust enrichment, violations of California Business and Professions Code § 17200,
8 and violations of California Civil Code § 1719 based on Defendants' wrongful conduct in failing
9 to repay Plaintiffs their capital investment of \$225,000, Defendants' misappropriation of the
10 same, and Guardian's issuance of bad checks, in the total sum of \$600,000.

THE PARTIES

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12 2. Plaintiff Buzz Aldrin is a world renowned astronaut, who, as part of the United
13 States' Apollo 11 mission, was one of the first two men to set foot on the moon in July, 1969.
14 After the Apollo 11 mission, Dr. Aldrin embarked on a worldwide good will tour, received the
15 Presidential Medal of Freedom, and was presented with approximately 50 other awards, honorary
16 degrees, and medals – both in the United States and abroad. Following his work with NASA as
17 an astronaut, Dr. Aldrin, who received the Distinguished Flying Cross as a fighter pilot in Korea,
18 assumed command of the Air Force Test Pilot School at Edwards Air Force Base. Since retiring
19 from NASA and the United States Air Force, Dr. Aldrin has remained at the forefront of efforts to
20 ensure America's role as a leader in manned space exploration. Lois Aldrin is Buzz Aldrin's wife
21 and Lisa Cannon is his step-daughter. Buzz and Lois Aldrin and Lisa Cannon are all individuals
22 who reside in the County of Los Angeles, State of California.

23 3. Defendant Raney is an individual who resides in the County of Los Angeles,
24 State of California. Raney is Vice President of Development of WhiteLight. Plaintiffs are
25 informed and believe that Raney is a shareholder and principal of WhiteLight. Raney is also a
26 shareholder and/or principal in defendant Guardian.

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1 4. Defendant WhiteLight is a Nevada corporation with its principal place of
2 business located at 5200 Lankershim Boulevard, Suite 350, North Hollywood, CA 91601; phone
3 number 818.655.9747; facsimile 818.763.8121. According to its mission statement:

4 WhiteLight Entertainment is dedicated to creating high concept, content
5 responsible films that entertain, enlighten, and educate. Our mission is to focus
6 on being creative and innovative storytellers that recognize the responsibility of
7 feeding the needs of a morally famished world. We will entertain, but more
8 importantly, we will enlighten and educate.

9 The Chairman and Chief Executive Officer of WhiteLight is Gerald R. Molen, the acclaimed
10 Academy Award winning producer of *Shindler's List*, who also served as the producer on
11 *Jurassic Park*, *The Lost World: Jurassic Park II* and *Minority Report*. WhiteLight works with
12 Guardian in the development of motion picture projects, has repeatedly held itself out to Plaintiffs
13 as Guardian, and has used each corporate name interchangeably when discussing motion pictures
14 under development and has purported to have the same motion pictures under development as
15 Guardian.

16 5. Defendant Guardian is a Nevada limited liability company with its principal
17 place of business located at the same location as WhiteLight: 5200 Lankershim Boulevard, Suite
18 350, North Hollywood, CA 91601; phone number 818.655.9744; facsimile 818.763.8121.
19 Guardian has the same facsimile number as WhiteLight, 818.763.8121. Guardian is a film
20 company that specializes in the development, marketing, exploitation, and distribution of motion
21 picture projects with WhiteLight. Guardian shares personnel and office space with WhiteLight,
22 has the same facsimile number as WhiteLight, and has purported to have the same motion
23 pictures under development as WhiteLight. Guardian has repeatedly held itself out to Plaintiffs as
24 WhiteLight and has used each corporate name interchangeably when discussing motion pictures
25 under development.

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1 6. Plaintiffs are informed and believe that Guardian and WhiteLight have
2 commingled their operations. Plaintiffs are informed and believe that not only have Guardian and
3 WhiteLight commingled their operations but that defendant Raney has used the corporate
4 structure to commingle and convert Guardian's assets for his own personal use and for
5 WhiteLight's corporate expenses, including, without limitation, the payment of WhiteLight's
6 operating expenses, that Raney, Guardian and WhiteLight have been assisted in the wrongful acts
7 set forth herein by DOES 1-10, and that DOES 1-10 have engaged in the wrongful acts set forth
8 herein, in furtherance of the instrumentality, conduit, artifice and mere subterfuge described
9 below.

10 7. The true names and capacities of defendants DOES 1 – 10 are unknown to
11 Plaintiffs at this time, and Plaintiffs will seek leave of court to amend this Complaint to allege
12 such names and capacities as soon as they are ascertained.

13 8. Plaintiffs are informed and believe that Guardian is an instrumentality, conduit,
14 artifice and mere subterfuge of WhiteLight, and that Guardian is being operated by Raney and
15 WhiteLight as part of a scheme to secure and defraud investors. Plaintiffs are further informed
16 and believe that, like Guardian, WhiteLight is using its corporate structure to perpetrate a scheme
17 designed to secure and defraud investors.

18 9. Based on the foregoing, Plaintiffs are informed and believe that there exists, and
19 at all relevant times there existed, a unity of interest between defendants Guardian and
20 WhiteLight, such that any individuality and separateness between them has ceased and they are,
21 in fact, alter egos of one another. Under the circumstances, Plaintiffs are informed and believe
22 and thereon allege that adherence to the fiction of the separate existence of Guardian as distinct
23 from WhiteLight would permit an abuse of the corporate privilege and would sanction fraud and
24 promote injustice.

25 10. Plaintiffs are informed and believe that each of the Defendants was the agent,
26 joint venturer and employee of each of the remaining Defendants and in doing the things
27 hereinafter alleged, each was acting within the course and scope of said agency, employment and
28 joint venture with the advance knowledge, acquiescence or subsequent ratification of each and

1 every remaining Defendant.

2 **JURISDICTION AND VENUE**

3 11. The Court has jurisdiction over this matter pursuant to California Code of Civil
4 Procedure §§ 410.10, 393, and 395.

5 **FACTUAL BACKGROUND**

6 12. Beginning in the early summer of 2002, defendant Lisa Cannon ("Cannon") had a
7 series of meetings and conversations with representatives of WhiteLight and Guardian, who
8 touted WhiteLight's business and encouraged Plaintiffs to invest in WhiteLight.

9 13. On or about July 30, 2002, Cannon entered into an Investment Capital Disclosure
10 Agreement (the "Cannon Agreement") with Guardian whereby Cannon invested \$25,000 for the
11 development of three motion pictures. At all relevant times, Guardian held itself out to Cannon
12 as WhiteLight, and used each corporate name interchangeably when discussing motion pictures
13 under development and purported to have the same motion pictures under development as
14 WhiteLight.

15 14. Pursuant to the express terms set forth in the Cannon Agreement, the funds invested
16 by Cannon were to be used for development of the three motion pictures listed therein.

17 15. On or about May 2, 2003, plaintiffs Buzz and Lois Aldrin (collectively, the
18 "Aldrins") entered into an Investment Capital Disclosure Agreement (the "Aldrin Agreement")
19 with Guardian whereby the Aldrins invested \$200,000 for the development of six motion pictures
20 (including the three motion pictures listed in the Cannon Agreement). At all relevant times,
21 Raner represented that Guardian and WhiteLight were one and the same, and used each corporate
22 name interchangeably when discussing motion pictures under development and purported to have
23 the same motion pictures under development as WhiteLight.

24 16. Pursuant to the express terms set forth in the Aldrin Agreement, the funds invested
25 by the Aldrins were to be used for development of the six motion pictures.

26 17. At the respective times the Cannon and Aldrin Agreements were entered into, and at
27 all relevant times thereafter, Defendants had no intention of using the funds for the development
28 of the motion pictures. Instead, with the intent to defraud Plaintiffs, and in direct violation of the

1 Cannon and Aldrin Agreements, Defendants misappropriated the funds invested by Plaintiffs
2 (collectively, the "Capital Investment") for their own use. In addition, with the intent to defraud
3 Plaintiffs, Guardian and Raney, acting as an agent of WhiteLight, caused Plaintiffs' Capital
4 Investment to be misappropriated for the benefit of WhiteLight by using the funds to pay
5 WhiteLight's operating expenses. At all relevant times, WhiteLight knew that the money from
6 Guardian and Raney that was used to pay its operating expenses came from Plaintiffs.

7 18. In 2006, Cannon on behalf of Plaintiffs began communicating with Raney via e-mail
8 on a regular basis regarding repayment of the Capital Investment.

9 19. From March 2006 – September 2008, Raney repeatedly made false promises to
10 repay Plaintiffs' Capital Investment, plus "bonuses" thereon. These false promises were
11 memorialized in dozens of emails from Defendants to Cannon over the course of this time period.
12 A handful of the false statements communicated in writing on behalf of Defendants by Raney to
13 Plaintiffs during this timeframe include the following:

- 14 a. **February 13, 2007:** I'll keep you posted over the next few days on timing
15 and return of your funds. Thanks for being patient and please assure Lois
16 [Aldrin] we will have it wrapped up soon.
- 17 b. **March 23, 2007:** The good news is I am moving forward with my other deal
18 here [in London], that I will be able to get monies back to you and Lois
19 [Aldrin]. My closing date is April 15. So if you do not have the funds back
20 via Mark and [WhiteLight], I will cover you personally from this deal until
21 [WhiteLight] comes thru.
- 22 c. **May 21, 2007:** The funds were wired from Dubai the Friday before last . . .
23 We anticipated having access to those funds last Monday . . . Because the
24 funds came from the Middle East the US has very strict guidelines (from the
25 Patriot Act) for screening monies that come into this country. I'm told it can
26 take a week or more for the funds to clear . . . Also [WhiteLight] is finally
27 able to access funds as of next week as well . . . I realize that this deal has
28 been dragging on for too long, and it needs to be resolved. I also feel

- 1 strongly that we owe you [*sic*] an additional bonus which I will arrange for
2 you. I have always promised that in the end you and Lois will be very
3 pleased with your involvement with us. I will make sure that you are.
- 4 d. **June 13, 2007:** The funds are here in the US, but must be cleared by the
5 [Department of Homeland Security] . . . We have an attorney working on
6 this in D.C. and she is pushing hard to release them. She did tell me she was
7 sure it would not be any later than the end of the month . . . On another front,
8 [WhiteLight] finally told me today [*sic*] a date they would start paying back
9 as well.
- 10 e. **November 25, 2007:** My bank confirmed that the funds were out of my
11 account as of Friday. You should have them in your account at some point
12 tomorrow.
- 13 f. **November 28, 2007:** I was not able to get to the bank . . . I will [get] there
14 tomorrow to get the FED number for you and to find out why in the hell you
15 don't have the funds yet . . . Wells Fargo is consistently a problem for me.
- 16 g. **November 20, 2007:** I've just returned from the bank and now understand
17 what the problem was. I'm so tired of giving you excuses I don't even want
18 to go into it . . . I have canceled the wire per your request and will get
19 cashiers checks sent to you . . . later today or tomorrow.
- 20 h. **December 3, 2007:** I have signed off on the cashiers checks and am waiting
21 for my partner to sign off so I can issue them to you . . . I am sorry for the
22 further delays and will be willing to compensate you with [*sic*] further
23 bonuses if need be.
- 24 i. **March 20, 2008:** . . . I am pushing as hard as I can to get these funds back to
25 you ASAP . . . I do hope that the bonus we have offered will compensate you
26 on the timing issue . . . I do feel confident that we are finally there.
- 27 j. **June 19, 2008:** I can confirm that the funds are in NY and that our investor
28 is doing all he can to get them to us ASAP. He moved a very large sum of

1 funds from outside the US and his bank has some minor compliance issues . .
2 . [s]omething with the Patriot Act.

3 k. **August 9, 2008:** I have already set up the wire with my bank and have given
4 instructions to wire to you as soon as the funds hit the account.

5 l. **August 15, 2008:** The wire is set up at the bank, but due to normal banking
6 procedures we will not be able to get it out to you until early next week; and

7 m. **August 19, 2008:** I will be in touch as soon as I know exact timing. I want
8 to make [sure] there are no hitches and that you get it when I say you will.

9 20. In addition to Defendants' egregious lies about repaying Plaintiffs, and in pursuit of
10 Defendants' continuing efforts to conceal Defendants' fraud, on or about September 23, 2007,
11 Raney and Guardian knowingly caused four fraudulent checks to be issued to Plaintiffs in the total
12 sum of \$600,000. These checks were signed by Raney and were supposed to repay Plaintiffs'
13 Capital Investment, plus bonuses thereon.

14 21. All four checks were returned for insufficient funds in or about November 2007.
15 Based upon the misrepresentations set forth above, the continuing fraud and continuing efforts by
16 Defendants to conceal their fraud, the issuance of the fraudulent checks, and the continuing fraud
17 and continuing efforts by Defendants to conceal their fraud after issuance of the fraudulent
18 checks, Plaintiffs' had no reason to discover and did not discover the falsity of the
19 misrepresentations and the continuing fraud of Defendants until at least as late as August 2008.

20 22. To date, despite Plaintiffs' demands for the same, Defendants have failed to repay
21 Plaintiffs' Capital Investment, the "bonuses" thereon, or any part thereof.

22 **FIRST CAUSE OF ACTION**

23 **(Breach of Contract Against Raney and Guardian)**

24 23. Plaintiffs incorporate herein by reference each and every allegation contained in
25 paragraphs 1 – 22 above.

26 24. As stated above, Plaintiffs and Guardian entered into the Cannon and Aldrin
27 Agreements on July 30, 2002 and May 2, 2003, respectively.

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1 least as late as August 2008.

2 42. The actions of Ranex and Guardian described hereinabove were willful, wanton,
3 malicious and oppressive and justify the award of exemplary and punitive damages.

4 **FOURTH CAUSE OF ACTION**

5 **(Unjust Enrichment Against All Defendants)**

6 43. Plaintiffs incorporate herein by reference each and every allegation contained in
7 paragraphs 1 – 42 above.

8 44. By using the funds for their own personal and corporate gain, rather than the
9 development of the motion pictures referenced in the Cannon and Aldrin Agreements,
10 Defendants, and each of them, have been unjustly enriched in the sum of \$225,000.

11 45. Defendants should, therefore, be ordered to pay said amount, plus interest thereon at
12 the legal rate, to Plaintiffs so as to prevent such unjust enrichment.

13 **FIFTH CAUSE OF ACTION**

14 **(Violation of California Business and Professions Code § 17200**

15 **Against All Defendants)**

16 46. Plaintiffs incorporate herein by reference each and every allegation contained in
17 paragraphs 1 – 45 above.

18 47. California Business and Professions Code § 17200 *et seq.* provides that unfair
19 competition shall mean and include an “unlawful . . . business act of practice.”

20 48. Defendants deliberately, recklessly, or unreasonably developed, encouraged and
21 profited from the operation of a business that encouraged and relied on numerous unlawful
22 business acts and practices. These include, without limitation: (a) breach of contract; (b)
23 conversion; and (c) fraud.

24 49. Defendants committed these unlawful business acts and practices for their own
25 economic self-interest. By committing these unlawful business acts and practices, Defendants
26 caused Plaintiffs to suffer injury, including, without limitation, monetary damages.

27 50. As a direct and proximate result of Defendants’ unlawful business acts and
28 practices, Plaintiffs have suffered injury, the amount of which shall be proven at trial.

SIXTH CAUSE OF ACTION

(Violation of California Civil Code § 1719 Against Raney and Guardian)

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3 51. Plaintiffs incorporate herein by reference each and every allegation contained in
4 paragraphs 1 – 50 above.

5 52. On or about September 23, 2007, Guardian caused four fraudulent checks signed by
6 Raney in the total sum of \$600,000 to be issued to Plaintiffs. Said checks were supposed to repay
7 Plaintiffs' Capital Investments, plus bonuses thereon. All four checks were returned for
8 insufficient funds.

9 53. At the time the checks were issued by Guardian and signed by Raney, Plaintiffs are
10 informed and believe that there were insufficient funds in the account from which the checks
11 were issued.

12 54. On or about September 18, 2008, pursuant to Civil Code §1719, Plaintiffs caused a
13 Notice to be sent to Guardian and Raney in which Plaintiffs demanded payment of the full amount
14 of the checks and the applicable statutory service charges.

15 55. Neither Guardian nor Raney responded to said demand and, to date, have failed to
16 pay Plaintiffs the face value of the checks or any sum at all.

17 56. As a result, the Aldrins are entitled to payment from Guardian and Raney in the sum
18 of \$475,000, plus a service charge in the amount of \$60 and Cannon is entitled to payment from
19 Guardian and Raney in the sum of \$125,000, plus a service charge in the amount of \$60.

20 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as
21 follows:


- 22 1. Compensatory damages to Cannon in the sum of \$25,000;
 - 23 2. Compensatory damages to the Aldrins in the sum of \$200,000;
 - 24 3. Pursuant to Civil Code §1719, an award of \$125,060 to Cannon;
 - 25 4. Pursuant to Civil Code §1719, an award of \$475,060 to the Aldrins;
 - 26 5. Punitive and exemplary damages in an amount to be determined at trial;
 - 27 6. Pre- and post-judgment interest on all damages incurred; and
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7. Any and all further relief deemed just and proper by the Court.

Dated: September 11, 2009

ARENT FOX LLP

By: 
Robert C. O'Brien
Steven E. Bledsoe
Attorneys for Plaintiffs
Buzz Aldrin, Lois Aldrin and Lisa Cannon