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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

14 **JAMES MURTAGH, M.D., an**
15 **individual,**

16 **Plaintiff,**

17 **v.**

18 **CLARK BAKER, an individual;**
19 **OFFICE OF MEDICAL & SCIENTIFIC**
20 **JUSTICE, INC., a California**
21 **corporation; DOES 1-10.**

22 **Defendants.**

CASE NO.: BC527716 (Assigned Hon.
Michael P. Linfield, Dept. 34)

THIRD AMENDED COMPLAINT FOR
EQUITABLE RELIEF AND DAMAGES:
(1) INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS;
(2) NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS;
(3) NEGLIGENCE;
(4) DEFAMATION;
(5) VIOLATION OF CIV. CODE §1798.53;
(6) INTENTIONAL INTERFERENCE WITH
CONTRACTUAL RELATIONS;
(7) INTENTIONAL INTERFERENCE WITH
PROSPECTIVE ECONOMIC
ADVANTAGE;
(8) INTRUSION INTO PRIVATE
AFFAIRS;
(9) VIOLATION OF B.&P. CODE §§
17200 and 17500;
(10) VIOLATION OF CIV. CODE §3344;
(11) UNAUTHORIZED COMMERCIAL
USE OF NAME/LIKENESS; and
(12) DECLARATORY RELIEF

23 Plaintiff **JAMES MURTAGH, M.D.**, alleges the following against Defendants
24 **CLARK BAKER; OFFICE OF MEDICAL & SCIENTIFIC JUSTICE, INC.; and DOES 1-10**
25 (collectively "Defendants") in this Third Amended Complaint ("Complaint").
26
27
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1 **TABLE OF ABBREVIATIONS**

2 "Baker" refers to Defendant CLARK WARREN BAKER.

3 "OMSJ" refers to Defendant OFFICE OF MEDICAL & SCIENTIFIC
4 JUSTICE, INC. (www.omsj.org)

5 "Plaintiff" refers to Plaintiff James Murtagh, M.D.

6 "SSI" refers to the Semmelweis Society International

7 "TAC" refers to the Treatment Action Campaign

8 "TMB" refers to the Texas Medical Board.

9 "Defendants' Websites" refers to blogs and websites created, controlled and/or
10 maintained by Defendants including:

- 11 <http://www.cwbpi.com>
- 12 <http://www.exlibhollywood.blogspot.com>
- 13 <http://www.jamesmurtaghmd.com>
- 14 <http://www.jamesmurtaghmdpsycho.org>
- 15 <http://www.jamesmurtaghmdtruth.com>
- 16 <http://www.omsj.com>
- 17 <http://www.propagandists.org>
- 18 <http://www.semmelweis.org>

19 "WIPO" refers to the World Intellectual Property Organization (www.wipo.int).

1 **COMPLAINT**

2 Plaintiff DR. JAMES MURTAGH (hereinafter "Plaintiff") alleges in this Third
3 Amended Complaint ("Complaint") as follows:

4 **OVERVIEW**

5 1. **DEFENDANTS' PURPOSE.** Defendant Clark Baker and his company,
6 Office of Medical and Scientific Justice Inc. ("OMSJ") are each private investigators who
7 have engaged in criminal and tortious conduct to harass and ruin the career and life of
8 Dr. Murtagh.

9 2. **HACKING.** Defendants engage in *hacking* into Dr. Murtagh's icloud and
10 email accounts (in violation of 18 U.S.C. §§ 1037, 1039) and *stealing* photos and
11 documents; Defendants then sent the stolen items by email to a third party (who in turn
12 provided those emails to Dr. Murtagh's attorneys).

13 3. **STALKING.** Defendants engage in *stalking* (in violation of Civ. Code ¶
14 1708.7) which includes illegal *pinging* of Dr. Murtagh's phone (in violation of Penal Code
15 § 631) and deceptive and illegal *spoofing* (in violation of 18 U.S.C. § 1037) (i.e., sending
16 email which appears to be from trusted persons, such as Dr. Murtagh's attorneys).

17 4. **DAMAGING PROPERTY.** Defendants illegally accessed Dr. Murtagh's
18 website, changed the password and defaced the website, including with links to false
19 information and to Defendants' own websites.

20 5. **DEFAMING DR. MURTAGH.** Defendants communicate *outright lies* and
21 innuendo (i.e., suggestively negative information) about Dr. Murtagh by: (i) posting the
22 defamation online in websites specifically about Dr. Murtagh (the "Websites"); and (ii)
23 communicating the defamation to hospitals and recruiters.

24 6. **VIOLATING A COURT ORDER.** Defendants shared documents with other
25 persons: (a) which Defendants improperly acquired; (b) which Defendants know are
26 confidential and privileged, especially in light of the July 10, 2014 Order of this Court
27 declaring those documents to be privileged; and (c) which Defendants failed and refused
28 to destroy or return to Dr. Murtagh.

1 11. **DOE DEFENDANTS.** Dr. Murtagh does not know the true names of
2 defendants DOES 1 through 10 and therefore sues them by those fictitious names. Dr.
3 Murtagh on information and belief alleges that each of those defendants were in some
4 manner legally responsible for the events and happenings alleged in this Complaint and
5 for Dr. Murtagh's damages. Dr. Murtagh will identify the names, capacities, and
6 relationships of DOES 1 through 10 by amendment to this Complaint when and if Dr.
7 Murtagh subsequently ascertains and learns such information. Each reference Dr.
8 Murtagh makes to a named defendant herein below includes a reference to the
9 fictitiously named defendants.

10 12. **AGENCY.** At all times mentioned in this Complaint, defendants, and each
11 of them, were the agents and employees of their co-defendants and acting within the
12 course and scope of such agency and employment with the permission and consent of
13 their co-defendants and doing the things alleged in this Complaint within the course and
14 scope of said agency and employment. On further information and belief, Dr. Murtagh
15 alleges defendants, and each of them, were alter egos of each other and that
16 recognition of any defendants as a separate legal entity would be inequitable and should
17 not be recognized.

18 13. **CONSPIRATORS.** On information and belief, Dr. Murtagh alleges that at
19 all relevant times mentioned in this Complaint, defendants, and each of them, were
20 engaged in a conspiracy to commit one or more tortious acts against Dr. Murtagh as
21 alleged herein. Dr. Murtagh is further informed and believes that defendants, and each
22 of them, were aware that their co-conspirators planned to commit such wrongful acts,
23 acted in concert with and/or came to a mutual understanding to accomplish their
24 common and unlawful plan, that one or more of the co-conspirators committed an overt
25 act to further said conspiracy against Dr. Murtagh, and that Dr. Murtagh suffered
26 damages as a result thereof. The last over act of the conspiracy occurred within the
27 limitation period of each applicable statute of limitations.

28 ///

1 their P.I. licenses including to refrain from "acts constituting dishonesty or fraud"
2 pursuant to Business and Professions Code §§ 7561.1 and 7561.4.

3 19. **DUTIES AS A SECTION 501 CORPORATION.** As set forth below, OMSJ
4 has duties to the public, including to Dr. Murtagh, and have violated those duties, based
5 on OMSJ's claim to be a tax-exempt entity under IRC § 501.

6
7 **DEFENDANTS' SCIENTER**

8 20. **MALICE.** Defendants have explicitly expressed malice and malicious intent
9 towards Dr. Murtagh in that Defendants have stated and written that Defendants want:
10 (a) to harm Dr. Murtagh; (b) to prevent Dr. Murtagh from working as a physician; (c) to
11 disrupt Dr. Murtagh's employment relationships; (d) to isolate him from friends,
12 colleagues, and supporters; (e) to impose expenses on Dr. Murtagh; and (f) to inflict pain
13 and suffering on Dr. Murtagh.

14 21. **TAUNTING.** Defendants have publicly referred to Dr. Murtagh as: "goon,"
15 "rat," "psycho" and "corrupt." Defendants routinely harass Dr. Murtagh via email. By
16 email, Defendants repeatedly suggest that Dr. Murtagh commit suicide. For example,
17 Baker wrote to Dr. Murtagh:

18 a. "Every message I receive from you reminds me that I have a life and
19 you don't. I have more time now that hospital recruiters no longer call me as much as
20 they did. You sure know how to make friends and influence people. Now that your
21 medical career is finally over, will you work at McDonalds or hang yourself in your
22 closet?"

23 b. "With no job, no family, no children, no prospects and no future; I
24 [Clark Baker] pray that someone won't find you [Dr. Murtagh] hanging from a belt in a
25 motel closet this Christmas. I want you alive so that I can depose you on videotape....
26 [¶] You can probably find work somewhere that doesn't require you to interact with other
27 people, delivering papers or maybe as a long haul truck driver. [¶] In 2008, I warned you
28 and your associates that the storm would come. That storm has come."

1 c. "BTW [by the way], I received the attached notice about your
2 upcoming TMB hearing. What will you do when they revoke your medical license? They
3 seem to get a lot of information from www.JamesMurtaghMD.com. I'm sure that your
4 former employers in Georgia, Idaho, Maine, and Ohio will want to write letters for you
5 too. BTW, how's your buddy Kevin Kuritzky? You have some creepy friends."

6 d. On November 24, 2014 at 2:38 p.m. Baker emails Dr. Murtagh (bold
7 added): "Dear Mo;...I see that your **medical recruiters, clinics and hospitals regularly**
8 **visit your website**. The spend a few minutes there, **click on links that describe your**
9 **mental problems**, and leave. **The clock is ticking, your career is circling the drain**,
10 and the holiday season will be a very dark and empty place for you and yours – oh wait
11 – you don't have anyone do you. I forgot. <http://www.jamesmurtaghmdtruth.com/> Happy
12 Thanksgiving, to the biggest turkey I know. Clark Baker (LAPD ret)."

13 22. **ORIGINS OF DEFENDANTS' MALICE**. Dr. Murtagh first met Baker in
14 connection with the Semmelweis Society International ("SSI") and after a struggle for
15 control of that group, the SSI Board removed Baker as a Director of SSI because of his
16 threats of violence; as reflected in the Board Resolution, Baker was expelled for
17 "dishonorable and possibly criminal conduct by instructing to 'target physicians', by
18 threatening violence, and engaging in intimidating tactics . . . By threatening violence
19 and publicly advocating the lynching of a Founder of this organization."

20 23. **DEFENDANTS' DANGEROUS REPUTATION**. Dr. Murtagh has been
21 informed that Baker has made death threats towards other persons. Many people fear
22 Baker. Since Defendants' conduct is so irrational, Dr. Murtagh believes that Baker is
23 crazy enough to kill or do great bodily harm.

24
25 **DEFENDANTS' CYBER MISCONDUCT - DEFACING WEBSITE**

26 24. **DEFENDANTS DEFACED DR. MURTAGH'S WEBSITE**. Defendants
27 hacked into and defaced a website owned by Dr. Murtagh and changed the passwords.

28 ///

1 "From" line) which shows the names of Dr. Murtagh's friends, colleagues and lawyers –
2 and therefore by doing so, Defendants: (i) prompt Dr. Murtagh to at least open the email
3 (at which point Defendants can locate Dr. Murtagh); and (ii) prompt Dr. Murtagh to
4 respond to the email thinking that the sender is the person identified on the "From" line
5 of the email.

6 32. **DEFENDANTS' ADMISSIONS.** Defendants brag about their spoofing
7 directed towards Dr. Murtagh.

8 a. Obtained in discovery, Baker sent an email stating "I'm going to
9 spoof Murtagh and locate him by sending an email under a colleague's name."

10 b. Also obtained in discovery, Defendants bragged "how easy it is to
11 spoof" emails and actually spoofed an email from the President of the United States,
12 "Obama" to Pardo through the Czech server. See Baker's email to Pardo dated
13 November 19, 2012 at 10:27 AM ("I sent you an email spoofing Obama's email address
14 to show you how easy it is to spoof. With no job, no friends, no career and no lawyers,
15 Mo has a lot of time")

16 c. An email supposedly from Dr. Murtagh's friend, Todd DeShong, to
17 Dr. Murtagh was not in fact sent by Mr. DeShong. On September 28, 2012, 6:42 PM,
18 approximately one hour after Dr. Murtagh received the spoofed email from "Todd
19 Deshong," Baker sent an email (as revealed in discovery) that Baker **"just sent a
20 spoofed email to Mo. If he clicks on a link I'll know where he is."** Moreover,
21 Defendants' computer or IP address is: 76.93.63.68, which was the originating IP
22 address for the email from Deshong. Still further, the DeShong email
23 contains embedded a link to the Defendants' website, www.OMSJ.org and to their
24 "Operation Letterhead."

25 d. Jami Kohn, Esq., is a lawyer who has represented Dr. Murtagh and
26 Dr. Murtagh received an email "From Jami Kohn rgoff@regconsulting.com;" in fact, the
27 email was from Defendants and Mr. Kohn was no such email address. Once Dr.
28 Murtagh opened such an email, the IP address becomes instantly known to the sender

1 who can easily determine a *physical* address of the device using that IP address.
2 Defendants have sent to Dr. Murtagh emails which reflect that the person sending the
3 email is someone other than Defendants (such as emails from "Judy Simmons" or
4 "poodle") or a friend or acquaintance of Dr. Murtagh (such as emails from Todd
5 Deshong, Carol Czarkowski, Amanda deGroat, and Alpharetta Martin.

6 33. **DANGER OF SPOOFING.** By spoofing Dr. Murtagh's lawyers, such as
7 Tom Jacobs, Esq. and Jami Kohn, Esq., Defendants can acquire a communication from
8 Dr. Murtagh to his lawyer – if Defendants succeed in fooling Dr. Murtagh into believing
9 that Dr. Murtagh is communicating with his lawyer when in fact Dr. Murtagh is actually
10 communicating with Defendants. This technique poses a real danger to the attorney-
11 client privilege.

12 34. **MASKING BEHAVIOR.** Not only do Defendants "spoof" the address
13 and/or identity of Dr. Murtagh's friends, colleagues and lawyers but Defendants have
14 taken additional steps to try to prevent Dr. Murtagh from tracing an email back to
15 Defendants, including use of services in countries which block tracing of the location of
16 an email including the Czech Republic and Canada. Defendants bragged in writing
17 about "how easy it is to spoof" the President of the United States through the Czech
18 server. The despicable nature of Defendants' conduct is further shown by their attempts
19 to hide their responsibility for the spoofed emails.
20

21 **DEFENDANTS' CYBER MISCONDUCT - PINGING**

22 35. **DEFINITION.** A cell phone can be "pinged" to determine the location, with
23 reasonable accuracy, of a cell phone's GPS location aware capabilities. Defendants
24 committed a crime whenever they pinged Dr. Murtagh's phone.

25 36. **DEFENDANTS' PURPOSE.** By pinged Dr. Murtagh's phone, Perpetrators
26 can locate the nearest cell tower to Dr. Murtagh in order to locate Dr. Murtagh's most
27 recent workplace.

28 ///

1 (ii) Within days, Defendants sent Dr. Murtagh a text message on
2 his new phone. The most likely way Defendants obtained Dr. Murtagh's new phone
3 number was by hacking into Dr. Murtagh's email account or, far less likely, by hacking
4 into Verizon's records.

5 c. **Dr. Murtagh's Financial Records.** Defendants have obtained
6 access to Dr. Murtagh's private financial records and have commented in email that Dr.
7 Murtagh does not use credit cards.

8
9 **DEFENDANTS INTERFERED WITH DR. MURTAGH'S WORK**

10 41. **MANNER OF INTERFERENCE.** Defendants interfered with various
11 contracts and contract opportunities. Defendants did so by: (a) communicating false
12 information about Dr. Murtagh and/or directing persons to look at the Websites; (b)
13 revealing information and materials which are subject to an attorney-client privilege
14 owned by Dr. Murtagh and/or by posting those materials online; and/or (c) by
15 maintaining their Websites with false information about Dr. Murtagh. These contracts
16 and contract opportunities are listed below.

17 42. **STALKING.** Baker kept track of Dr. Murtagh's jobs and submitted that list
18 to the Texas Medical Board, thereby creating his own evidence that he was stalking Dr.
19 Murtagh. Often, Dr. Murtagh was at the hospital at which he worked when Baker located
20 him. At other times, on learning of Dr. Murtagh's location, even when Dr. Murtagh was
21 not at the hospital, Baker could locate the closest hospital and communicate with
22 personnel at that hospital.

23 43. **DEFENDANTS' LIES TO EMPLOYERS.** Defendants have communicated
24 by telephone, email and by mass mailings about Dr. Murtagh to hospitals and recruiters.
25 Defendants included false statements about Dr. Murtagh in those communications.

26 44. **DEFENDANTS' MASS MAILING.** A supportive recruiter sent Dr. Murtagh
27 a copy of an email received from Defendants which falsely stated (bold added):
28

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1 "first name: James
2 last name: Murtagh
3 email: drm@nym.hush.com
4 country: United States
5 specialty:
6 question: FYI - James John Murtagh MD is a Georgia physician who
7 **shakes down hospitals** and clinics throughout the United States. Shortly
8 after he finds an employer, **he causes a problem** and sues hoping to get
9 a \$10,000 - \$200K settlement. He **records all telephone conversations**
10 and uses them to sue recruiting companies and recruiters. He may try to
11 find jobs through your agency. For more information about his behavior
12 and court cases, **visit www.jamesmurtaghmd.com**."

13
14
15 45. **DEFENDANTS' CONNECTION.** The above mailing actually links to
16 OMSJ.COM, Defendants' website.

17
18 46. **INTERFERENCE WITH LICENSING.** Baker contacted **licensing**
19 **agencies** in New Mexico and Virginia and conveyed false information which delayed Dr.
20 Murtagh in acquiring the necessary licensing and frustrated the efforts so that other
21 candidates obtained the positions and since there was no longer any position for him,
22 Dr. Murtagh withdrew his application. Because Baker has created legal problems for Dr.
23 Murtagh to get new medical licenses, Dr. Murtagh is effectively barred from working in
24 states which would require a new license. Baker contacted the **Texas Medical Board**
25 and conveyed false information causing Dr. Murtagh to expend substantial monies
26 defending himself and protect his existing license in Texas.

27
28 47. **HOSPITAL SENSITIVITY.** Baker knows that hospitals want to avoid
upsetting patients. Baker included false information on the Websites but he also knows
that he creates difficulty in hiring Dr. Murtagh merely by maintaining a controversial or
confusing website.

48. **THREAT TO SUE.** Baker is willing to go to greater lengths in the Websites
and Baker's communications do not work as seen by Baker's **threat to sue** the VA if Dr.
Murtagh was not terminated from the VA Medical Center in Fayetteville, Arkansas.

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1 53. Defendants interfered with a contract with recruiter **AB staffing** (Dr.
2 Murtagh worked with **James Lynch**) and **Crow Agency**, Indian Health Service ("IHS"),
3 **Montana** from February 2014 ongoing for the next year. Dr. Bates, the chief of the
4 Emergency room, asked Dr. Murtagh for written explanations as to the Websites on
5 three different occasions. Shortly thereafter, the contract was abruptly terminated on
6 September 12, 2014. Previously, Dr. Bates asked Dr. Murtagh to consider becoming a
7 Chief physician at Crow but he no longer answers Dr. Murtagh's calls. Baker's call(s) to
8 Ft. Yates put Dr. Murtagh's ability to work at the IHS at risk nationwide, and put Dr.
9 Murtagh's ability to continue to contract with AB Staffing at risk.

10 54. Defendants interfered with another contract with recruiter **AB staffing** (Dr.
11 Murtagh worked with **James Lynch**) and **Ft. Yates Hospital**, IHS, in **North Dakota** in
12 January 2014. Dr. Noisy Hawk, CMO of Ft. Yates, had asked Dr. Murtagh back to Ft.
13 Yates. However, James Lynch then informed Dr. Murtagh that Baker had called Ft.
14 Yates and told Dr. Noisy Hawk that Dr. Murtagh was going to lose his Texas license,
15 which was a false statement. Shortly thereafter, the contract was abruptly terminated on
16 January 17, 2014. Baker's call(s) to Ft. Yates put Dr. Murtagh's ability to work at the
17 Indian Health Service at risk nationwide, and put Dr. Murtagh's ability to contract with AB
18 staffing at risk.

19 55. Defendants interfered with a contract with recruiter **DeltaLocums** (Dr.
20 Murtagh worked with **Derek Collie**) and **Trinity Mother Francis Hospital** in Tyler,
21 Texas from May 2014 ongoing for the next year. The program director, Dr. Suhel Patel,
22 asked Dr. Murtagh to consider leading the observation unit. When Sound Physicians
23 acquired this program, they terminated Dr. Murtagh because of information which Sound
24 Physicians had received from their prior contacts with Baker including false accusations
25 regarding Dr. Murtagh's Texas license. Baker put at risk Dr. Murtagh's ability to work with
26 Deltalocums, Sound Physicians ("Sound"), Cogent Medical ("Cogent") (which recently
27 merged with Sound), and with Catholic Hospitals throughout Texas. Director Suhel Patel
28 continues to give Dr. Murtagh good references and to support him. However, none of the

1 entities have been willing to work with Dr. Murtagh again.

2 56. Defendants interfered with a contract with recruiter **ECHO Locum Tenens**,
3 an Affiliate of Sound, through Garrett Youngblood, Senior Recruiting Consultant. The
4 recruiter tried to place Dr. Murtagh but could not do so because of the Websites. Dr.
5 Murtagh acquired a writing which stated that "[a]fter viewing
6 <http://jamesmurtaghmd.com/>" and "after consulting with the Credentialing Department at
7 Sound along with our legal team, and along with the Credentialing Department at our
8 clients office in Virginia, they decided it would be best for us to not move forward with
9 Credentialing in Virginia based on the information we have in hand." Since this time, no
10 affiliate of Sound or of Cogent would consider Dr. Murtagh's application. In fact,
11 recruiter Julie Berg of Global Medical ("Gmedical") Staffing has documented that Sound,
12 Echo, Cogent, HCA and Parallon and Eagle (all of which are affiliated) have placed Dr.
13 Murtagh on their "do not hire" list.

14 57. Defendants interfered with a contract with recruiter **CompHealth** (Shawn
15 Blymiller), and **Sutter Health System**, in **Lakeport, California** from January 2014
16 ongoing for the next year. Dr. Murtagh was terminated in the last week of February
17 2014. Mr. Blymiller wrote "I am writing you to inform you that Sutter Lake Hospital
18 (staffed by Desert Valley Emergency Physicians) has removed you from their schedule
19 because they found a website that raised some red flags and concerns for them. ...They
20 have decided to cut ties from any further working relationship from this point". Later
21 Shawn told Dr. Murtagh "I don't believe you can work as a locums while the negative
22 websites are in place. We lost our contract because of you. Don't ever call us again."
23 CompHealth is the largest national recruiter of doctors, and shares a database of
24 doctors with Weatherby and other recruiters. Baker's negative websites have ended Dr.
25 Murtagh's relationship with CompHealth, Sutter, Weatherby, Desert Valley Emergency
26 group, and related entities. This has made it difficult for Dr. Murtagh to practice in the
27 state of California.

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1 58. Defendants interfered with a contract with **Southern Hospitalists**. CEO of
2 Southern Hospitalists, Tom Pate, actively recruited Dr. Murtagh for several possible
3 positions and told Dr. Murtagh on the phone "With the negative websites up, I could not
4 get you a job. With the websites down, I got you a great job immediately." Mr. Pate
5 wrote to Dr. Murtagh, "You're probably already aware, but there is a website very similar
6 to the original which pops up on Google. I don't see how to proceed with that in place.
7 www.jamesmurtaghmdtruth.com/" He added to Dr. Murtagh on the phone: "I'd love to
8 hire you, but I can't with the website up." As a result, Dr. Murtagh lost: (a) the
9 opportunity to work at all the hospitals which Pate staffs throughout the Southeast; and
10 (b) the chance for promotion and advancement that would have come through continued
11 personal affiliation with Mr. Pate.

12 59. Defendants interfered with a contract with **Coast-to-Coast Healthcare**
13 **Services** through CEO Mark Bolton, M.D. and **New Horizon Hospital**, Owenton,
14 Kentucky from January 2014 ongoing for the next year. Dr. Murtagh was terminated in
15 the first week of March 2014. Dr. Bolton told Dr. Murtagh, "I wanted to promote you, you
16 do a good job. But if I hire you, I will lose contracts." Dr. Bolton went further,
17 "<http://www.jamesmurtaghmdtruth.com> is clearly designed to severely complicate your
18 ability to earn income as a clinical physician at a minimum. At worst this site was set up
19 with the goal to destroy you financially." Dr. Bolton stated that his firm would lose
20 contracts and business if he hired Dr. Murtagh because of the websites. As a result, Dr.
21 Murtagh lost the opportunity to work at all the hospitals which Dr. Bolton staffs from
22 Coast-to-Coast and lost the chance for promotion and advancement that would have
23 come through continued personal affiliation with Dr. Bolton.

24 60. Defendants interfered with a contract with **Taylor Regional Hospital** (CEO
25 Jane Wheatley) and to provide Pulmonary services at Taylor Regional in Kentucky,
26 starting in April 2014 with the possibility of ongoing and permanent employment;
27 terminated on April 30, 2014. Ms. Wheatley said "I desperately need a pulmonologist,
28 but I can't hire you because the negative websites caused uproar among doctors and

1 patients the last time you worked for me. I would be unseated as the CEO if I hired you.”
2 As a result, Dr. Murtagh lost the opportunity to work at Taylor Regional Hospital, and lost
3 the benefit of his personal affiliation with Ms. Wheatley.

4 61. Defendants interfered with a contract with **OPYS Physician Services**
5 (through CEO Dr. Creese) and Breman Hospital in the Emergency room (“ER”) in
6 Indiana from October 2013 ongoing for the next year. However, after viewing the
7 Websites, Breman’s representative asked Dr. Murtagh be removed and threatened to
8 cancel contracts with OPYS and Dr. Creese. Dr. Creese wrote that he was going to
9 work hard to find Dr. Murtagh another position, but he has not been able to convince
10 hospitals to hire Dr. Murtagh because of the Baker websites. As a result, Baker’s
11 Websites have blocked Dr. Murtagh’s ability to work at all of the hospitals and ERs which
12 Dr. Creese staffs and lost the close affiliation and friendship Dr. Murtagh had built with
13 Dr. Creese.

14 62. Defendants interfered with a contract with **Hospital Physician Partners**
15 (“**HPP**”) from April 2014 ongoing for the next year through recruiter Danielle Watts,
16 HPP’s Credentialing Coordinator, for several hospitals in Kentucky at \$250 per hour. Dr.
17 Murtagh’s contract was terminated even before he began working, explicitly because of
18 the Websites. As a result, Dr. Murtagh lost a very lucrative permanent contract to
19 provide services for hospitals in the HPP network. Ms. Watts wrote, “It is requested that
20 you provide a complete detailed explanation of the website www.jamesmurtaghmd.com
21 including your response to the accusations listed against you, as well as, what you are
22 doing/have done in response to the website being posted.” Ms. Watts stated that she
23 would hire Dr. Murtagh if the Websites were removed.

24 63. Defendants interfered with a contract with recruiting company **Whitaker**
25 **Medical**. John Maisonville testified that Baker’s call to Whitaker resulted in Dr. Murtagh’s
26 loss of placements through Whitaker, including Sound, Echo, Cogent, Baptist, Southern
27 Regional. Maisonville states Dr. Murtagh lost all of these job opportunities because of
28 Baker’s revelation of materials protected by the attorney-client privilege between Dr.

1 Murtagh and various attorneys. As a result, Dr. Murtagh lost the ability to work at all of
2 the listed hospitals - and with many national chains, including Baptist MS, Southern
3 Regional GA, Gulfcoast Ms, and with Sound Physicians.

4 64. Defendants interfered with a contract with recruiting agency **Onyx Medical**,
5 which represented Dr. Murtagh at approximately one dozen locations. The Websites,
6 Baker's communications and Baker's revelation of lawyer-client protected materials
7 caused Dr. Murtagh to lose all of these job opportunities and at all of the related system-
8 wide hospitals.

9 65. Defendants interfered with a contract with recruiting firm **Barton**
10 **Associates ("Barton")**, which is a major employer, and presented Dr. Murtagh to
11 approximately one dozen hospitals. Barton dropped Dr. Murtagh immediately after Baker
12 contacted Barton in December, 2012. Barton's Emily Wood wrote her experience of the
13 encounter with Baker: "At this point I'm just not sure what to do. Honestly, I'm pretty
14 freaked out by the whole thing. I don't know who these people are who are contacting
15 me." Because she was scared, Dr. Murtagh was never rehired. Emily Wood confirmed
16 that Barton had placed Dr. Murtagh on a "do not call and do not hire" list following
17 Baker's call and email submission to Barton. Baker's call to Barton ended Dr. Murtagh's
18 employment with Barton and eliminated Dr. Murtagh's ability to work at any of the
19 hospitals represented by Barton, and at national staffing chains affiliated with these
20 hospitals.

21 66. Defendants interfered with a contract with recruiter **Global Medical**
22 **("GMedical") Staffing** through Julie Berg, Physician Placement Specialist. Ms. Berg
23 wrote Dr. Murtagh on or about September 12, 2013: "Unfortunately, Cogent tells us that
24 you had already been presented by another agency to the Intensivist job in Texarkana.
25 They have also let us know that you are on their "do not use" list. They won't give us any
26 details or explanation about that. I have done a Google search on your name and there
27 are a lot of conflicting stories of which I am sure you are aware. From reading them it is
28 hard to tell what is the truth." Ms. Berg documented that Cogent, Eagle, HCA, Emcare

1 and virtually every major hospital placement group would not work with Dr. Murtagh
2 because of the Websites. Ms. Berg wrote that she believed this was wrong, and
3 continued to work with Dr. Murtagh. However, she concluded that she could not present
4 Dr. Murtagh for most jobs. "Eagle did not clear you to work with us. They say you are "do
5 not use" in their system. I think we will have to avoid the large groups. Most of our
6 Hospitalist work is with large groups but I will let you know whenever something comes
7 in that would be with a smaller group or independent hospital." As result, Dr. Murtagh
8 cannot be placed by Global including in positions in Alaska, Saudi Arabia, Canada and
9 New Zealand.

10 67. Defendants interfered with a contract with **Odyssey Staffing** which was
11 terminated on December 2, 2014. Dr. Murtagh had been working with Odyssey since
12 July 2014, but has not been able to get credentialed. An email from Erick Barnett,
13 Managing Partner, Staff Plus, Inc. d/b/a/ Odyssey Staffing on December 2, 2014,
14 explained the hold up: "Dr. Murtagh, I wanted to warn you of the seriousness of the
15 slanderous websites seen on Google about you. From a recruitment standpoint, this
16 could be devastating to your career as more and more hospitals are 'searching Google'
17 during their credentialing due-diligence process....We believe that even with your clean
18 NPDB and spotless work history, that the majority of the hospitals who see this, will
19 cancel their recruitment of you...." This incident jeopardized Dr. Murtagh's continuing
20 relationship with Odyssey which had several assignments for Dr. Murtagh.

21 68. Defendants interfered with a contract through recruiter **John Maisonville**
22 to work at Southern Regional Hospital outside Atlanta from October 2012 until January
23 2013. The contract was terminated in the third week of January 2013. This incident
24 jeopardized Dr. Murtagh's continuing relationship with John Maisonville who had several
25 assignments for Dr. Murtagh. Mr. Maisonville stated that Dr. Murtagh lost this job directly
26 as a result of Baker's call, and because of Baker's revelation of privileged materials that
27 belonged to Dr. Murtagh. Importantly, Southern Regional was a Sound physician-staffing
28 site, and this incident became a major reason why Dr. Murtagh was terminated at other

1 Sound-staffed hospitals, including Trinity, Mother Frances and Sound-managed
2 hospitals across the nation. This is also a major reason why Cogent (now merged with
3 Sound), and other Sound affiliated national chains (such as Echo, Eagle and HCA)
4 terminated Dr. Murtagh.

5 69. Defendants interfered with a contract through recruiters at **Next Medical** to
6 work at **Southern Arizona VA Hospital** from November 2013 until June 2014. The
7 contract was terminated on January 3, 2014. On January 2, 2014, Dr. Habib told Dr.
8 Murtagh that Baker called the VA Medical Center ("VAMC") and made wild allegations.
9 He revealed that there had been extensive discussion over a period of weeks to try and
10 understand if the Arizona VA could hire Dr. Murtagh despite these allegations. However,
11 the contract was withdrawn on January 3, 2014. A Freedom of Information Act ("FOIA")
12 request revealed that Baker had provided extensive materials to the Southern VAMC,
13 including Baker's correspondence with the Texas Medical Board. This incident ended
14 Dr. Murtagh's ability to work with Next Medical, and also jeopardized Dr. Murtagh's ability
15 to work at the VAMC.

16 70. Defendants interfered with a contract through recruiter **Fred Greer** at
17 Staffcare to continue work at the **Fayetteville VAMC** from 2009 until January 2010. The
18 contract was terminated on March 1, 2009 because of Baker's repeated calls to the
19 VAMC, and repeated bogus complaints. Baker's false accusations about misuse of
20 computers at Fayetteville led to the loss of VA jobs throughout the country, as
21 documented by FOIA. This impact continues to the present day. Dr. Murtagh lost jobs at
22 the VAMC in Idaho, West Virginia, Montgomery, Arizona and elsewhere. Baker also
23 threatened to sue the VA if Dr. Murtagh was not terminated, and this threat and the
24 trouble Baker caused led to the loss of Dr. Murtagh's VAMC jobs so that Dr. Murtagh
25 was blacklisted by the VAMC.

26 71. Defendants interfered with a contract with **Hospitalist Consultant Linde**
27 **Healthcare** (through recruiter Matthew A. Goudy Sr.), an AMN Healthcare company, for
28 work at Apogee in Roswell, New Mexico, from January 2014 until January 2015. The

1 contract was terminated in February, 2014 because the New Mexico Medical licensure
2 board delayed issuing a New Mexico license solely because of the issues which Baker
3 had raised. The New Mexico board required Dr. Murtagh to respond in writing to the
4 Websites. Dr. Murtagh had to spend considerable time and money for legal expenses.
5 This incident also jeopardized Dr. Murtagh's continuing relationship with Linde, which
6 had several assignments for Dr. Murtagh. Linde is one of the largest Locum providers in
7 the country.

8 72. Defendants interfered with a contract with **Hospitalist Consultant Linde**
9 **Healthcare** (through recruiter Matthew A. Goudy Sr.). After the loss of the New Mexico
10 job, Mr. Goudy attempted to get Dr. Murtagh hired at **Owensboro, Kentucky** in January
11 2013. Owensboro refused to hire Dr. Murtagh because of the Websites. At this point
12 Goudy gave up trying to find a job for Dr. Murtagh and Linde terminated its relationship
13 with Dr. Murtagh.

14 73. Defendants interfered with a contract for a lucrative Sleep Directorship
15 through CEO Dimi Barot, MD, Chief Executive Officer with **Sleep Clinics of America,**
16 **Inc.** at the HCA-affiliated **Richmond Sleep Clinic**. The contract was signed in
17 November 2012. The contract was terminated on or about March 29, 2013, because the
18 Virginia Medical licensure board delayed issuing a Virginia license solely because of the
19 issues Baker had raised. Dr. Murtagh had to spend considerable time and money for
20 legal expenses. This incident also jeopardized Dr. Murtagh's continuing relationship with
21 several related sleep clinics and with HCA, and ended his relationship with Dr. Barot.

22 74. Defendants interfered with a contract at an annual salary of \$800,000 for a
23 Critical Care, Pulmonary and Sleep practice through Bonnie Saleeby of **Assurgent**
24 **Medical** with a group near Dallas, Texas. Dr. Murtagh was in negotiation for this position
25 in January 2013, but had to withdraw when Baker filed his claims against Dr. Murtagh
26 with the Texas Medical Board. Although Dr. Murtagh was cleared, he now must indicate
27 that an investigation took place, harming Dr. Murtagh's reputation and opportunities
28 forever.

1 75. Defendants interfered with contract negotiations for a position at annual
2 salary of \$900,000, for a Critical Care, Pulmonary and Sleep practice from Pattie J.
3 Cristelli, Executive Assistant, **Capital Medical Center** in Olympia, Washington. After a
4 site visit on or about April 29, 2012, Dr. Murtagh was told that the Hospital wanted Dr.
5 Murtagh to start immediately. However, credentialing led hospital personnel to view the
6 Websites, and the contract was not finalized. Dr. Murtagh was told that he would not be
7 hired for a permanent job as long as the Websites were accessible. This incident ended
8 Dr. Murtagh's opportunity to work in the Capella Health System. Further, it led to Dr.
9 Murtagh's stopping to apply for permanent positions, as this appeared to be
10 counterproductive at best as long as the Baker websites were posted.

11 76. Defendants interfered with a contract through Amanda Del Zotto and Mary
12 Ludvik of **Universal Physician Services** to work at the Emergency Room of **Pikeville**
13 **Medical Center**, in Pikeville, Kentucky which would have been ongoing from April 2013.
14 Despite positive feedback, on July 22, 2013, Dr. Murtagh received an email stating that
15 he would be terminated as of July 30, 2013. Dr. Murtagh was not given an explanation.
16 This contract paid Dr. Murtagh \$262 per hour. The need for doctors in Pikesville was
17 desperate. Even after Dr. Murtagh was notified that he was terminated, he was asked to
18 work overtime and for 21 consecutive days at Pikesville before termination.

19 77. Defendants interfered with a contract with recruiter **Emcare** (through
20 Kenny O'Connor) to work at **Biggs-Gridley Memorial Hospital**, Gridley California, from
21 April 2013 until August 2013. The contract was terminated on or about April 27, 2013.
22 After serving extra shifts and extra hours to help Gridley out, Dr. Murtagh was abruptly
23 terminated. The Hospital Chief, Dr. Starkes, was surprised and inquired why this
24 happened. This incident also jeopardized Dr. Murtagh's continuing relationship with
25 Emcare which had several assignments for Dr. Murtagh, and who was considering hiring
26 Dr. Murtagh for a permanent job.

27 78. Defendants interfered with a contract with Emcare (through recruiter Kenny
28 O'Connor) to work at **Red Lake HIS Minnesota Memorial Hospital**, from September

1 2013 until August 2014. The contract was terminated on or about October 27, 2013.
2 Because no reason was given, Mr. O'Connor inquired in light of the positive evaluations
3 which Dr. Murtagh had received. This incident also jeopardized Dr. Murtagh's continuing
4 relationship with Emcare which had several assignments for Dr. Murtagh, and who was
5 considering hiring Dr. Murtagh for a permanent job. Mr. O'Connor at this point never
6 placed Dr. Murtagh at another assignment.

7 79. Defendants interfered with a contract with **Emcare** (through recruiter
8 **Kristen Fuentealba** EmCare Regional Manager) to work at several hospitals in the
9 Napoleon Ohio Region, from September 2013 until August 2014. The contract was
10 terminated on or about September 27, 2013. Because no reason was given, Ms.
11 Fuentealba asked the hospital to reconsider. This incident also jeopardized Dr.
12 Murtagh's continuing relationship with Emcare which had several assignments for Dr.
13 Murtagh, and who was considering hiring Dr. Murtagh for a permanent job.

14 80. Defendants interfered with a contract with **EmCare** (through officer
15 Stephen Roberts MD). Dr. Roberts recruited Dr. Murtagh for a prestigious position on
16 the EmCare traveling team, which visited hospitals throughout the nation to either start
17 new EmCare programs, or to improve struggling Emcare ER's. After a thorough
18 credentialing, Dr. Murtagh was offered an ongoing contract and placed on a schedule.
19 However, in the first part of December 2013, the contract was withdrawn. Dr. Roberts
20 promised to call and discuss the contract, but he never did. Dr. Roberts indicated that
21 the Websites resulted in his decision. This incident also jeopardized Dr. Murtagh's
22 continuing relationship with Emcare which had several assignments for Dr. Murtagh. It
23 was the most lucrative and stable job Dr. Murtagh had been offered.

24 81. Defendants interfered with a contract with **Onyx Recruiters** to work at
25 **Mercy Medical Center / West Coast Hospitalists, Merced, CA**, ongoing from October
26 2013. The contract was terminated in the second week of January, 2014. The job was
27 terminated as a result of Baker's phone call(s) from Baker in which he revealed
28 privileged materials. Onyx immediately terminated Dr. Murtagh from all assignments.

1 This incident ended Dr. Murtagh's continuing relationship with Onyx which had many
2 assignments for Dr. Murtagh.

3 82. Defendants interfered with a contract with **Whittaker Medical** (recruiter
4 John Maisonville) to work at **several Baptist hospitals**, ongoing from 2011. Several
5 officials at Baptist Golden Triangle, including Jack Reed CMO, and at Oxford Baptist,
6 recruited Dr. Murtagh for several short term and long term positions. Dr. Murtagh started
7 working in the Baptist system on or about November 15, 2011. During March 2012, Dr.
8 Murtagh was working at Oxford Baptist when certain nurses at the Hospital viewed the
9 Websites. His contract was terminated in March 2012 because the Baptist officials could
10 not withstand the pressure created by the Websites. However, an illness left Baptist
11 without a pulmonologist, and Dr. Murtagh was asked to return on an emergency basis.
12 While Mr. Maisonville was brokering a very lucrative permanent position there, sometime
13 during the summer of 2013, Baptist withdrew from negotiations. This incident also
14 jeopardized Dr. Murtagh's continuing relationship with John Maisonville who had several
15 assignments for Dr. Murtagh.

16 83. Defendants interfered with a contract at **SleepCare Diagnostics -**
17 **Cincinnati**. Dr. Murtagh was hired and served from April 2010 until February 2012. Baker
18 contacted SleepCare under the name "Judy Simmons" and shortly thereafter ceased
19 paying Dr. Murtagh. This incident ended Dr. Murtagh's ability to work in Cincinnati, and
20 harmed his ability to get a comparable position as a sleep medicine director.

22 DEFENDANTS' WEBSITES CONTAIN FALSE STATEMENTS

23 84. **FALSE STATEMENTS IN OMSJ.ORG.** Defendants created, own,
24 operate, control and/or maintain a website at <http://www.omsj.org>. OMSJ.ORG:

25 a. **Invaded Dr. Murtagh's privacy** by hosting a link to Dr. Murtagh's
26 highly confidential, private psychiatric records, which Defendants had no right to possess
27 or to publicly post;

28 ///

1 b. **Falsely states** the Defendants worked on cases which in fact they
2 did not work on.

3 c. **Defames** Dr. Murtagh in multiple ways.

4 (i) The very first sentence about Dr. Murtagh on OMSJ.ORG
5 asserts multiple false statements: “Although **cited and fined for perjury, poor patient**
6 **care, issuing false and defamatory emails in other people’s names, altering**
7 **evidence, identity theft and tax fraud**, James Murtagh MD . . .” The attribution of
8 crimes to Dr. Murtagh is defamatory *per se*.

9 (ii) OMSJ.ORG also falsely states: “According to James
10 Murtagh, his *confederate* SSI organization is funded and controlled by the Treatment
11 Action Campaign (TAC). TAC is a South African pharmaceutical front group whose
12 funding comes indirectly from the pharmaceutical industry and pro-Marxist groups.”

13 (iii) Another of Defendants’ webpages repeats the defamatory
14 matter: “UPDATE 27 Dec 2012: Like the OpEd story, blogger Mike Volpe does not
15 explain Murtagh’s **tax evasion, ID theft**, vexatious litigation or his penchant for illegally
16 recording conversations with his targets.”

17 (iv) The website links to Baker’s blog,
18 <http://exlibhollywood.blogspot.com/2008/07/gallos-egg.html>, which defames Dr. Murtagh
19 by falsely stating: “When I wrote this report in 2008, I had no evidence that Duesberg’s
20 primary accusers, James Murtagh MD and Kevin Kuritzky had a long history or
21 fabricating evidence and were working directly with – and receiving support from -
22 Robert Gallo himself.”

23 (v) In that same blog (which is linked to the OMSJ.ORG
24 website), <http://exlibhollywood.blogspot.com/2008/07/gallos-egg.html>, Baker falsely
25 states about Dr. Murtagh: “[a]t the time, I did not know that Murtagh and Kuritzky were
26 being supported by pharmaceutically funded operatives from South Africa, Cornell
27 University, and the Los Alamos National Laboratory.”

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1 85. **FALSE STATEMENTS IN JAMESMURTAGHTRUTH.COM.** Defendants
2 also created, own, operate, control and/or maintain websites about Dr. Murtagh,
3 including www.jamesmurtaghmd.com and www.jamesmurtaghpsycho.com and
4 www.jamesmurtaghmdtruth.com, which is currently accessible.

5 a. This website **defames** Dr. Murtagh in multiple ways.

6 (i) The first sentence in this website is misleading: "WELCOME
7 to the unofficial page of James J. Murtagh, MD. . . ." The word "unofficial" is vague and
8 does not disclose the meaning that the website was not "authorized" by Dr. Murtagh.
9 The language "unofficial page of James J. Murtagh, MD" implies simply that it is informal
10 and that there is another website which is the official website. The language does not
11 disclose that the website was created by someone other than Dr. Murtagh.

12 (ii) This website is defamatory in that it publicly and falsely
13 accuses Dr. Murtagh of committing an illegal act: "Dr. Murtagh unlawfully records
14 telephone conversations."

15 (iii) In a webpage at [http://www.jamesmurtaghmdtruth.com/omsj-](http://www.jamesmurtaghmdtruth.com/omsj-the-questionable-company-robort-gallo-keeps)
16 [the-questionable-company-robort-gallo-keeps](http://www.jamesmurtaghmdtruth.com/omsj-the-questionable-company-robort-gallo-keeps), Defendants make the following false
17 statement about Dr. Murtagh: "After claiming he was forced out and discriminated
18 against because of his "Irish ancestry," Murtagh filed several lawsuits against Emory.
19 Murtagh then breached a settlement agreement with the university, and was fined by the
20 court for 'perjury, poor patient care, issuing false and defamatory emails in other
21 people's names, altering evidence, identity theft, and tax fraud.'"

22 (iv) In addition, this website also links to "OMSJ.ORG."

23 b. **WIPO Costs.** Defendants would not give up the website address
24 www.jamesmurtaghmd.com so that Dr. Murtagh was forced to incur substantial expense
25 in securing a decision of the World Intellectual Property Organization (www.wipo.int)
26 which required Defendants to take down that website and surrender use of the website
27 name to Dr. Murtagh.

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1 **DEFENDANTS VIOLATED THIS COURT'S ORDER**

2 86. **ORDER.** By Order dated on or about July 10, 2014, this Court determined
3 that Defendants were in possession of documents which were confidential attorney-
4 client communications.

5 87. **DEFENDANTS' DISREGARD.** Defendants reveal that they have defied
6 the order still have the Confidential Matter and intend to post it publicly once this lawsuit
7 is over.

8
9 **DEFENDANTS' OTHER IMPROPER ACTIVITIES**

10 88. **DEFENDANTS' MALICIOUS COMPLAINTS.** Defendants filed frivolous
11 litigation against Dr. Murtagh and made a false and malicious complaint to the Texas
12 Medical Board solely to impose on Dr. Murtagh the cost of defending himself.

13 89. **DEFENDANTS SOLICITED CONFIDENTIAL MATTER.** Defendants
14 asked and prompted various persons including David Pardo, Esq. (an attorney who
15 received confidential documents from Dr. Murtagh in connection with potential
16 consultation) to betray their duties of loyalty and confidentiality to Dr. Murtagh and
17 Defendants thereby acquired confidential matter which Dr. Murtagh had provided in
18 confidence to those other persons including Pardo.

19 90. **DEFENDANTS' POSTING OF CONFIDENTIAL MATTER.** Defendants
20 maliciously posted online private psychiatric records concerning Dr. Murtagh.

21 91. **DEFENDANTS' UNLICENSED ACTIVITIES.** Defendants advertise on
22 OMSJ's website that OMSJ provides "medical support," "scientific support" and "legal
23 support" – but OMSJ lacks the licensing to provide such support.

24 92. **DEFENDANTS' TAX FRAUD.** OMSJ is not eligible for a tax exemption
25 because OMSJ's stated purpose (per its website and tax filing, namely, "the mission of
26 protecting and defending the integrity of the medical and scientific community by
27 providing CONFIDENTIAL investigative resources to the victims and witnesses of
28 medical and scientific corruption") and/or OMSJ's actual purpose (namely, of advancing

1 Baker's personal and distorted agenda) - do not fall under the "charitable, religious,
2 educational, and/or scientific purposes" of section 501(c)(3) of the Internal Revenue
3 Code.

4 93. **DEFENDANTS' MEDICAL ADVICE.** Defendants regularly advise AIDS
5 patients to stop taking their medication. Defendants apparently base that advice on their
6 claim to possess great knowledge of the hoax behind the HIV-AIDS connection.
7 Patients have died as a result of Defendants' reckless conduct.

8 94. **DEFENDANTS' SOLICITATION OF CONFIDENTIAL MEDICAL**
9 **INFORMATION.** Defendants invite the public to submit to Defendants information about
10 medical testing and about use of street and prescribed drugs – but Defendants lack any
11 HIPPA policy, Defendants fail to protecting the information they receive and Defendants
12 fail to disclose their privacy practices (and particularly the lack thereof) under HIPAA.

13 95. **DEFENDANTS' IMPROPER ADDRESS.** Defendants failed to inform the
14 California Bureau of Security and Investigative Services of Baker's current address.

15 96. **DEFENDANTS' OUT OF STATE INVESTIGATIONS.** Defendants engage
16 in investigative work outside of California including that Defendants bragged in an email
17 that Baker conducted a stake out of Dr. Murtagh's girlfriend's residence in the state of
18 Georgia.

19 97. **TARGETING OTHER PERSONS.** Defendants have targeted other persons
20 for false information on websites about those persons including without limitation, Todd
21 Deshong, Brian Foley, PhD, Kevin Kuritzky, Lokesh Vuyyuru, MD, and Ralph Bard, JD,
22 MD.

23 98. **FALSE ADVERTISING.** Defendants make false statements on the
24 OMSJ.ORG website that Defendants have worked on multiple criminal cases involving
25 HIV or AIDS defendants and Defendants have actually listed the Defendants and/or
26 case names. Various attorneys confirmed that Defendants only contact on the case had
27 been Defendants' solicitation to work on the case.

28 ///

DAMAGES

1
2 **99. DR. MURTAGH'S LOST INCOME.** Defendants' conduct was a significant
3 factor in causing Dr. Murtagh to experience a significant loss of income and income
4 opportunities.

5 **100. DR. MURTAGH'S ALTERATION OF LIFESTYLE.** Defendants' conduct
6 was a significant factor in causing Dr. Murtagh to change his lifestyle such as to not work
7 at a permanent position, not to buy a house and not to possess and use credit cards, to
8 frequently travel, and to live out of hotels.

9 **101. DR. MURTAGH'S EXPENSES.** Defendants' conduct was a significant
10 factor in imposing on Dr. Murtagh significant expenses to defend himself from
11 Defendants.

12 **102. DR. MURTAGH'S EMOTIONAL DISTRESS.** Defendants' conduct was a
13 significant factor in causing Dr. Murtagh to experience significant emotional distress.

14 **103. FEES.** Dr. Murtagh is entitled to an award of attorneys' fees and
15 investigative expenses, including without limitation, based on the Tort of Another
16 doctrine, Penal Code §1202.4 and/or C.C.P. §1021.4.

17 **104. PREJUDGMENT INTEREST.** Dr. Murtagh is entitled to prejudgment
18 interest on all sums certain and to compounding the interest because of Defendants'
19 intentional wrongdoing.

PUNITIVE DAMAGES

20
21
22 **105. DEFENDANTS' DESPICABLE CONDUCT.** Defendants' conduct is
23 designed to injure, damage, harass, annoy, humiliate, and destroy Dr. Murtagh.
24 Defendants taunt Dr. Murtagh about committing suicide. Defendants have expressly
25 stated that their intent to destroy Dr. Murtagh or to at least prevent Dr. Murtagh from
26 working as a physician. Defendants have flagrantly violated the law, including numerous
27 cyber crimes, threatening people with violence or death, and stalking Dr. Murtagh and
28 his loved ones. Defendants set up websites about Dr. Murtagh which contain false and

1 c. That Defendants not destroy, delete and/or erase any email,
2 website, posting, computer file or other electronic data.

3 d. That Defendants deliver for neutral copying all of their electronic
4 devices, including computers, laptops, tablets and telephones.

5 e. That Defendants instruct any email Hosting Sites including sites
6 outside of the United States to send all information about Defendants' email accounts to
7 Dr. Murtagh's counsel or alternately, to the Federal Bureau of Investigation or other
8 policing authority or regulator such as the California Bureau of Security and Investigative
9 Services.

10 f. That Defendants disclose all publicly accessible websites or blogs at
11 which Defendants any information about Dr. Murtagh and within a time certain, that
12 Defendants render those sites not accessible to the public, including that Defendants
13 take down all websites, blogs, webpages and any foreign language website, any
14 webcast, video and/or any radio show which mention Murtagh including
15 www.jamesmurtaghtruth.com.

16 g. That Defendants disclose all improperly obtained matter about Dr.
17 Murtagh whether from hacking into any account owned by Dr. Murtagh, or by spoofing,
18 or from a third person including without limitation from Pardo, Brown or Kendrick - and
19 that within a time certain Defendants return to Dr. Murtagh all copies of such matter.

20 h. Cease & Desist. That Defendants be barred from posting any
21 information on the internet about Dr. Murtagh or contacting any persons about Dr.
22 Murtagh.

23 i. Declaration. That Defendants be required to submit to Dr. Murtagh's
24 counsel a sworn declaration every six months that Defendants have complied with the
25 requirements of any Court Order and/or Judgment.

26 109. **ANCILLARY RELIEF.** Dr. Murtagh seeks relief which is ancillary to the
27 other relief sought in this Complaint including restitution, disgorgement of ill-gotten gains.

28 ///

1 CAUSES OF ACTION

2 FIRST CAUSE OF ACTION

3 (INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
4 AGAINST ALL DEFENDANTS)

5 110. **INCORPORATION.** Each of the allegations in this Complaint are
6 incorporated herein.

7 111. **OUTRAGEOUS CONDUCT.** Defendants' conduct constitutes extreme and
8 outrageous conduct.

9 112. **DEFENDANTS' INTENT.** Defendants performed the conduct below with
10 the intention of causing, or reckless disregard of the probability of causing, Dr. Murtagh
11 severe emotional distress.

12 113. **DISTRESS.** Defendants' conduct was a substantial factor in causing Dr.
13 Murtagh to suffer severe or extreme emotional distress.

14 114. **DR. MURTAGH'S REMEDIES.** Dr. Murtagh is entitled to an award of
15 general damages, special damages, and punitive damages pursuant to Section 3294, as
16 well as equitable relief, including, but not limited to, injunctive relief.

17
18 **Count 1: DEFENDANTS' FALSE INFORMATION TO DISRUPT EMPLOYMENT**

19 115. **DR. MURTAGH'S RECRUITERS.** Dr. Murtagh relies on recruiters and
20 medical licensing agencies to introduce him to hospitals at which Dr. Murtagh works.

21 116. **CONTACT WITH DR. MURTAGH'S RECRUITERS.** Defendants initiated
22 contact with Dr. Murtagh's recruiters and with the hospitals at which Dr. Murtagh has
23 worked. Defendants sent mass mailings to recruiters. Defendants telephoned recruiters
24 and the hospitals.

25 117. **FALSE INFORMATION.** Defendants provided recruiters with false
26 information about Dr. Murtagh including without limitation that Dr. Murtagh has a practice
27 of suing every facility at which he works.

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1 118. **DAMAGES.** As a result of Defendants' conduct, some recruiters refused
2 to do any work with Dr. Murtagh and some recruiters ceased working with Dr. Murtagh,
3 because of the false information provided by Defendants and/or simply because
4 Defendants' information, even if provably false, created sufficient controversy or
5 notoriety so as to make it uncomfortable to work with Dr. Murtagh. Dr. Murtagh lost
6 substantial income because of requests that he resign.

7 **Count 2: DEFENDANTS STALKED DR. MURTAGH**

8 119. *Defendants' Conduct.* As alleged above, Defendants stalk Dr. Murtagh in
9 multiple ways including without limitation pinging, spoofing, stalking out the Georgia
10 home of Dr. Murtagh's girlfriend and contacting Dr. Murtagh's mother. Defendants'
11 statement to Dr. Murtagh that they were "concerned for [Dr. Murtagh's] health and
12 welfare" constitutes, under the circumstances, a veiled threat of harm to Dr. Murtagh.

13 120. *Defendants' Intent.* Defendants intended to create and impose confusion,
14 fear and stress on Dr. Murtagh through distressful communications with Dr. Murtagh and
15 his loved ones.

16 121. *Damages.* Defendants caused Dr. Murtagh to experience confusion, fear
17 and stress as a result of Defendants' stalking.

18
19 **Count 3: DEFENDANTS DEFACED DR. MURTAGH'S WEBSITE**

20 122. As alleged above, Defendants defaced Dr. Murtagh's website.

21
22 **Count 4: DEFENDANTS' ILLEGAL PINGING**

23 123. As alleged above, Defendants intentionally invaded Dr. Murtagh's privacy
24 by pinging his phone in an effort to locate Dr. Murtagh and then disrupt Dr. Murtagh's
25 work at the local hospital.

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Count 5: DEFENDANTS' ILLEGAL SPOOFING

124. As alleged above, Defendants intentionally invaded Dr. Murtagh's privacy by sending Dr. Murtagh emails which stated that the email was from someone other than Defendants, and often from Dr. Murtagh's friends, colleagues and even Dr. Murtagh's lawyers. Spoofing emails were sent by Defendants in an effort to locate Dr. Murtagh and then disrupt Dr. Murtagh's work at the local hospital.

Count 6: DEFENDANTS' ILLEGAL HACKING

125. As alleged above, Defendants intentionally hacked into Dr. Murtagh's email, Verizon and/or other accounts.

Count 7: DEFENDANTS' FALSE AND MISLEADING WEBSITES

126. **WEBSITES ABOUT DR. MURTAGH.** Defendants set up websites about Dr. Murtagh which included false and/or misleading information at the following websites ("Websites"): jamesmurtaghmd.com; jamesmurtaghpsycho.com; jamesmurtaghpsycho.com; www.OMSJ.org; action.OMSJ.org; secure.OMSJ.org; and blog.OMSJ.org.

127. **EASILY ACCESSIBLE INFORMATION.** Defendants know that their websites are immediately shown when a person searches Dr. Murtagh's name, which generally occurs when Dr. Murtagh starts new employment.

128. **DEFENDANTS' PURPOSE.** Defendants intended that the Websites would cause Dr. Murtagh emotional distress, loss of income and related subjective and objective injury.

129. **DAMAGES.** The false and misleading information in the Websites have caused Dr. Murtagh much emotional distress and substantial loss of income because of the controversy and patient reaction caused by those websites.

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1 **Count 8: DEFENDANTS DISREGARDED THE WIPO DECISION**

2 130. Defendants were forced to take down the website "jamesmurtaghmd.com"
3 after Dr. Murtagh brought a proceeding which resulted in a decision by The World
4 Intellectual Property Organization (www.wipo.int) and yet Defendants disregarded the
5 substance of that decision by then posting the same defamatory material on
6 jamesmurtaghtruth.com

7
8 **Count 9: DEFENDANTS DISREGARDED THE PROTECTIVE ORDER**

9 131. Defendants were required to return or destroy all copies of matter
10 determined to be subject to the attorney client privilege, pursuant to this Court Order
11 dated July 10, 2014, and yet Defendants thumb their nose at this Court by placing a
12 notice on their website that the confidential matter will be posted again when this lawsuit
13 is concluded.

14
15 **Count 10: DEFENDANTS' FALSE EMAIL INFORMATION**

16 132. **BLASTS.** Defendants typically send defamatory emails about Dr. Murtagh
17 to many people, perhaps as many as 1800 such as an defamatory email from the email
18 account at OMSJ.COM on June 20, 2009 (which Dr. Murtagh learned about many years
19 later) that: "Murtagh is wanted in NYC," implying a criminal warrant.

20 133. **FALSEHOODS.** Defendants' emails contain false information, disclosure
21 of private information and his purpose is to humiliate Dr. Murtagh, inflict emotional
22 distress on Dr. Murtagh, and cause Dr. Murtagh to live in fear of the safety of himself
23 and his loved ones.

24
25 **Count 11: DEFENDANTS' FALSE AND MALICIOUS AFFIDAVIT**

26 134. **AFFIDAVIT.** Unsolicited, and lacking any personal experience with Dr.
27 Murtagh's work as a physician, Baker submitted a sworn affidavit about Dr. Murtagh
28 dated on or about December 12, 2013 to the Texas Medical Board ("TMB").

1 135. **ACCUSATIONS.** Baker submitted vague accusations to the TMB without
2 any factual or evidentiary basis, solely for the purpose of causing Dr. Murtagh economic
3 duress (bold added):

4 "[Dr. Murtagh's] lawsuits resulted in evidence that Murtagh was guilty of
5 **generating false defamatory emails and letters in other peoples'**
6 **names, poor patient care, tax fraud, perjury, contempt and filing**
7 **eleven frivolous lawsuits** - among other allegations. Because of the cost
8 of the lawsuits, Emory eventually settled with Dr. Murtagh, signing a
9 confidentiality agreement that Murtagh eventually violated, which resulted
10 in additional fines/sanctions against Murtagh in 2007 (see attached).
11 During my many years of service as LAPD officer and investigator, I've met
12 many sociopaths and have rendered opinions about the mental capacity of
13 suspects I've placed on 72-hour hold during my 34-year —. Unlike most
14 sociopaths, Dr. Murtagh's behavior does not attenuate ... He is a liability
15 and a threat to everyone who comes in contact with him. His lengthy
16 litigation and administrative records prove that he has no desire to reform
17 himself and will only continue to **prey on others** in the future. **Revoking**
18 **his medical license will limit his ability to injure patients, disrupt**
19 **clinical operations, shake down hospitals, and generally make life**
20 **difficult for others.** If the Texas Medical Board only revokes one license
21 in 2014, it should be the license of James John Murtagh, MD."

14 136. **FALSE CHARACTERIZATION.** Defendants falsely imply that Dr. Murtagh
15 has been diagnosed as a sociopath.

16 137. **FALSE STATEMENT RE TERMINATION(S).** Defendants' affidavit
17 includes a table in which he falsely claims that Dr. Murtagh was "fired" from several
18 hospitals.

19 138. **BLASTS.** Unsolicited, Defendants repeated these accusations on websites
20 and in emails that they widely distributed. Defendants also encouraged other persons to
21 send complaints to the Texas Medical Board.

22
23 **Count 12: DEFENDANTS' ACQUISITION OF CONFIDENTIAL DOCUMENTS**

24 139. **ACQUISITION.** Defendants acquired documents which were confidential,
25 and as to which Dr. Murtagh had the right to insist on the confidentiality of those
26 documents; these documents included documents obtained from David Pardo, Esq.,
27 and other persons.

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Count 1: DEFENDANTS' FALSE INFORMATION TO DISRUPT EMPLOYMENT

Count 2: DEFENDANTS STALKED PLAINTIFF

Count 3: DEFENDANTS DEFACED PLAINTIFF'S WEBSITE

Count 4: DEFENDANTS' ILLEGAL PINGING

Count 5: DEFENDANTS' ILLEGAL SPOOFING

Count 6: DEFENDANTS' ILLEGAL HACKING

Count 7: DEFENDANTS' FALSE AND MISLEADING WEBSITES

Count 8: DEFENDANTS DISREGARDED THE WIPO DECISION

Count 9: DEFENDANTS DISREGARDED THE PROTECTIVE ORDER

Count 10: DEFENDANTS' FALSE EMAIL INFORMATION

Count 11: DEFENDANTS' FALSE AND MALICIOUS AFFIDAVIT

Count 12: DEFENDANTS' ACQUISITION OF CONFIDENTIAL DOCUMENTS

THIRD CAUSE OF ACTION

(NEGLIGENCE AGAINST ALL DEFENDANTS)

149. **INCORPORATION.** Each of the allegations in this Complaint are incorporated herein.

150. **DUTY.** Defendants were each required to exercise reasonable care towards Plaintiff. Defendants' licensing as private investigators imposed additional duties to Plaintiff, including that Defendants avoid "dishonesty or fraud."

151. **BREACH.** Defendants failed to exercise reasonable care.

152. **DAMAGES.** Plaintiff incurred damages as a proximate result of Defendants' alleged conduct.

Count 1: DEFENDANTS' FALSE INFORMATION ABOUT PLAINTIFF

153. **BREACH.** Defendants fell below the standard of reasonable care by including false and misleading information in Defendants' communications about Plaintiff.

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1 "being supported by pharmaceutically funded operatives from South Africa, Cornell
2 University, and the Los Alamos National Laboratory;" and (iv) Murtagh's "confederate SSI
3 organization is funded and controlled by the Treatment Action Campaign (TAC). TAC is
4 a South African pharmaceutical front group whose funding comes indirectly from the
5 pharmaceutical industry and pro-Marxist groups."

6 e. Defendants' website www.jamesmurtaghmdtruth.com: (i) links to the
7 above defamatory matter; (ii) is misleading by referring to the site as the "the unofficial
8 page of James J. Murtagh, MD;" and (iii) falsely states that "Dr. Murtagh unlawfully
9 records telephone conversations."

10 f. Defendants's websites refer to Dr. Murtagh as: "goon," "rat,"
11 "psycho" and "corrupt."

12 g. Defendants defamed Dr. Murtagh: (i) by defacing Plaintiff's own
13 website with a false reference to Dr. Murtagh's involvement in gay pornography; and (ii)
14 by adding unauthorized links to Defendants' defamatory webpages.

15 157. **PLAINTIFF'S REMEDIES.** Plaintiff is entitled to an award of general
16 damages, special damages, and punitive damages pursuant to Section 3294, as well as
17 equitable relief, including, but not limited to, injunctive relief.

18 FIFTH CAUSE OF ACTION

19 (VIOLATION OF CAL. CIV. CODE §1798.53 AGAINST ALL DEFENDANTS)

20 158. **INCORPORATION.** Each of the allegations in this Complaint are
21 incorporated herein.

22 159. **PERSONAL INFORMATION.** Defendants acquired personal information
23 about Plaintiff and posted that information online in violation of Civil Code section
24 1798.53, including without limitation, Plaintiff's psychiatric records.

25 160. **DAMAGES.** In addition to damages alleged above, Plaintiff is entitled to
26 punitive damages and/or statutory exemplary damages of at least two thousand five
27 hundred dollars (\$2,500) and attorney's fees and other litigation costs reasonably
28

1 incurred in the suit.

2
3 **SIXTH CAUSE OF ACTION**

4 **(INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS AGAINST ALL**
5 **DEFENDANTS)**

6 161. **INCORPORATION.** Each of the allegations in this Complaint are
7 incorporated herein.

8 162. **PLAINTIFF'S CONTRACTS.** Valid contracts existed between Plaintiff and
9 third parties, including without limitation: Alliance; Baptist; Cogent; Comphealth, March
10 2014; Crow Agency IHS, October 2014; Echo; Fort Yates IHS; HPP; Mercy Hospital,
11 Mason City, Iowa, November 2014; Onyx; Sound programs nationwide including at
12 Southern Medical Center, Atlanta and at Trinity Hospital, Tyler, Texas; Saint Francis
13 Hospital, Columbus, Georgia, October 2014; Southern Hospitalists, October, 2014;
14 Southern Regional; Staffcare; Veterans Administration Medical Centers nationwide and
15 specifically in Arizona, Fayetteville, Idaho, Montgomery, Nome, and West Virginia; and
16 Whitaker (collectively "Third Parties").

17 163. **DEFENDANTS' KNOWLEDGE.** Defendants knew of each contract.

18 164. **DEFENDANTS' INTENT.** Defendants' intentional acts were designed to
19 induce a breach or disruption of the contractual relationship.

20 165. **DEFENDANTS' ACTIONS.**

21 a. Defendants initiated contact with various persons associated with the
22 Third Parties for no purpose other than to disrupt and interfere with Plaintiff's contract.

23 b. Defendants directed those persons to Defendants' websites which
24 defame Plaintiff. OMSJ.ORG makes false statements that Dr. Murtagh was "cited and
25 fined" for: (i) "[P]oor patient care;" (ii) "[I]ssuing false and defamatory emails in other
26 people's names;" (iii) "[A]ltering evidence;" (iv) "[I]dentity theft;" and (v) "Tax fraud."

27 c. Defendants' website, omsj.org, on other webpages repeats the
28 defamatory matter as to: (i) "Murtagh's tax evasion;" (ii) "[Murtagh's] ID theft;" (iii)

1 "[Murtagh's] vexatious litigation;" and (iv) "[Murtagh's] penchant for illegally recording
2 conversations with his targets."

3 d. Defendants made the following false statements (including by
4 telephone, email and by mass mailings to the Third Parties: (i) that Dr. Murtagh "**shakes**
5 **down hospitals** and clinics throughout the United States;" (ii) that "[s]hortly after [Dr.
6 Murtagh] finds an employer, **he causes a problem** and sues hoping to get a \$10,000 -
7 \$200K settlement" and (iii) that "[Dr. Murtagh] **records all telephone conversations** and
8 uses them to sue recruiting companies and recruiters.

9 e. Defendants' website links to a page which defames Plaintiff by
10 falsely stating that Dr. Murtagh: (i) Has a "long history of fabricating evidence;" (ii) Was
11 "working directly with – and receiving support from - Robert Gallo himself;" (iii) Was
12 "being supported by pharmaceutically funded operatives from South Africa, Cornell
13 University, and the Los Alamos National Laboratory;" and (iv) Murtagh's "confederate SSI
14 organization is funded and controlled by the Treatment Action Campaign (TAC). TAC is
15 a South African pharmaceutical front group whose funding comes indirectly from the
16 pharmaceutical industry and pro-Marxist groups."

17 f. Defendants' website www.jamesmurtaghmdtruth.com: (i) links to the
18 above defamatory matter; (ii) is misleading by referring to the site as the "the unofficial
19 page of James J. Murtagh, MD;" and (iii) falsely states that "Dr. Murtagh unlawfully
20 records telephone conversations."

21 g. Defendants's websites refer to Dr. Murtagh as: "goon," "rat,"
22 "psycho" and "corrupt."

23 h. Defendants defamed Dr. Murtagh: (i) by defacing Plaintiff's own
24 website with a false reference to Dr. Murtagh's involvement in gay pornography; and (ii)
25 by adding unauthorized links to Defendants' defamatory webpages.

26 166. **CAUSATION.** Defendants' intentional acts proximately caused the breach
27 or disruption of the contractual relationship and as a result, Plaintiff was damaged as
28 alleged above, and is entitled to punitive damages.

1 SEVENTH CAUSE OF ACTION

2 (INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
3 AGAINST ALL DEFENDANTS)

4 167. **INCORPORATION.** Each of the allegations in this Complaint are
5 incorporated herein.

6 168. **EXPECTANCY.** Plaintiff had an expectancy to receive substantial
7 compensation from economic and contractual relationships with various hospitals and
8 recruiters, and there was a reasonable probability of future economic benefit to Plaintiff,
9 including without limitation: Alliance; Baptist; Cogent; Comphealth, March 2014; Crow
10 Agency IHS, October 2014; Echo; Fort Yates IHS; HPP; Mercy Hospital, Mason City,
11 Iowa, November 2014; Onyx; Sound programs nationwide including at Southern Medical
12 Center, Atlanta and at Trinity Hospital, Tyler, Texas; Saint Francis Hospital, Columbus,
13 Georgia, October 2014; Southern Hospitalists, October, 2014; Southern Regional;
14 Staffcare; Veterans Administration Medical Centers nationwide and specifically in
15 Arizona, Fayetteville, Idaho, Montgomery, Nome, and West Virginia; and Whitaker
16 (collectively "Third Parties").

17 169. **KNOWLEDGE.** Defendants knew of Plaintiff's relationship and/or
18 expectancy.

19 170. **DEFENDANTS' INTENT.** Defendants' intentional acts were designed to
20 disrupt the relationship and/or expectancy.

21 171. **DEFENDANTS' ACTIONS.**

22 a. Defendants initiated contact with various persons associated with the
23 Third Parties for no purpose other than to disrupt and interfere with Plaintiff's relationship
24 and/or expectancy.

25 b. Defendants directed the Third Parties to Defendants' websites which
26 defame Plaintiff. OMSJ.ORG makes false statements that Dr. Murtagh was "cited and
27 fined" for: (i) "[P]oor patient care;" (ii) "[I]ssuing false and defamatory emails in other
28 people's names;" (iii) "[A]ltering evidence;" (iv) "[I]dentity theft;" and (v) "Tax fraud."

1 c. Defendants' website, omsj.org, on other webpages repeats the
2 defamatory matter as to: (i) "Murtagh's tax evasion; (ii) "[Murtagh's] ID theft;" (iii)
3 "[Murtagh's] vexatious litigation;" and (iv) "[Murtagh's] penchant for illegally recording
4 conversations with his targets."

5 d. Defendants made the following false statements (including by
6 telephone, email and by mass mailings to the Third Parties: (i) that Dr. Murtagh "**shakes**
7 **down hospitals** and clinics throughout the United States;" (ii) that "[s]hortly after [Dr.
8 Murtagh] finds an employer, **he causes a problem** and sues hoping to get a \$10,000 -
9 \$200K settlement" and (iii) that "[Dr. Murtagh] **records all telephone conversations** and
10 uses them to sue recruiting companies and recruiters.

11 e. Defendants' website links to a page which defames Plaintiff by
12 falsely stating that Dr. Murtagh: (i) Has a "long history or fabricating evidence;" (ii) Was
13 "working directly with – and receiving support from - Robert Gallo himself;" (iii) Was
14 "being supported by pharmaceutically funded operatives from South Africa, Cornell
15 University, and the Los Alamos National Laboratory;" and (iv) Murtagh's "confederate SSI
16 organization is funded and controlled by the Treatment Action Campaign (TAC). TAC is
17 a South African pharmaceutical front group whose funding comes indirectly from the
18 pharmaceutical industry and pro-Marxist groups."

19 f. Defendants' website www.jamesmurtaghmdtruth.com: (i) links to the
20 above defamatory matter; (ii) is misleading by referring to the site as the "the unofficial
21 page of James J. Murtagh, MD;" and (iii) falsely states that "Dr. Murtagh unlawfully
22 records telephone conversations."

23 g. Defendants's websites refer to Dr. Murtagh as: "goon," "rat,"
24 "psycho" and "corrupt."

25 h. Defendants defamed Dr. Murtagh: (i) by defacing Plaintiff's own
26 website with a false reference to Dr. Murtagh's involvement in gay pornography; and (ii)
27 by adding unauthorized links to Defendants' defamatory webpages.

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1 172. **DAMAGES.** Defendants' intentional acts proximately caused the breach or
2 disruption of the contractual relationship and as a result, Plaintiff was damaged as
3 alleged above, and is entitled to punitive damages.

4
5 **EIGHTH CAUSE OF ACTION**

6 **(INTRUSION INTO PRIVATE AFFAIRS AGAINST ALL DEFENDANTS)**

7 173. **INCORPORATION.** Each of the allegations in this Complaint are
8 incorporated herein.

9 174. **PRIVACY INTEREST.** At all relevant times, Plaintiff possessed a legally
10 protected privacy interest in: (a) Plaintiff's email; (b) Plaintiff's financial condition and
11 records; (c) Plaintiff's psychiatric records; (d) Plaintiff's attorney-client communications;
12 (e) the contents of Plaintiff's own website; and (f) Plaintiff's physical location.

13 175. **REASONABLE EXPECTATION.** Plaintiff's expectations of privacy are
14 objectively reasonable.

15 176. **DEFENDANTS' INVASIONS.** Defendants have repeatedly and intentionally
16 invaded Plaintiff's privacy, including without limitation: (a) hacking into Plaintiff's email
17 accounts and spoofing so that Plaintiff responded to emails sent by Defendants believing
18 that someone else had sent the email, including Plaintiff's attorneys; (b) Defendants have
19 mentioned details about Plaintiff's financial condition and records by broadcasting on the
20 internet that Plaintiff does not use credit cards; (c) Defendants illegally obtained Plaintiff's
21 psychiatric records and illegally posted them on the internet; (d) Defendants illegally
22 obtained Plaintiff's attorney-client communications and despite a Protective Order by this
23 Court, Defendants continue to possess that privileged matter; (e) Defendants altered the
24 contents of Plaintiff's own website; and (f) Defendants take various illegal actions to
25 determine Plaintiff's physical location including without limitation by pinging, spoofing and
26 hacking as alleged above.

27 177. **SERIOUSNESS OF DEFENDANTS' INVASIONS.** Defendants' invasions of
28 privacy is serious in both its nature and scope.

1 178. **DAMAGES.** Defendants' invasions of Plaintiff's privacy are a substantial
2 factor in proximately causing Plaintiff's changes of career and lifestyle and Plaintiff was
3 damaged as alleged above, and is entitled to punitive damages.

4
5 **NINTH CAUSE OF ACTION**

6 **(VIOLATION OF B.&P. CODE §§ 17200 and 17500**
7 **AGAINST ALL DEFENDANTS)**

8 179. **INCORPORATION.** Each of the allegations in this Complaint are
9 incorporated herein.

10 180. **DEFENDANTS' VIOLATIONS.** Defendants have engaged and continue to
11 engage in violations of section 17200 and 17500 of the Business and Professions Code,
12 in that Defendants have committed and continue to commit unlawful, unfair and/or
13 fraudulent business acts and/or practices and/or unfair, deceptive, untrue or
14 misleading advertising, which include fraudulent use of "spoofing" email; illegal pingging;
15 illegal hacking; illegally perform investigative work outside of California; and/or violations
16 of Business and Professions Code §§ 621.2, 2052, 7501.6, 7515, 7538, 7561.1, 7561.4,
17 7587.4, and 7599.61; Civil Code §§ 1708, 1708.7, 1714, and 3344; Corporations Code
18 §§ 5233 and 5260; Penal Code §§ 192, 630 and 631; 18 U.S.C. §§ 1037-1039; 26
19 U.S.C. § 501(c); 26 CFR 1.501(c)(3)-1; 47 U.S.C. § 227; and the right to privacy under
20 the California and United States Constitutions.

21 181. **REMEDIES.** The relief and remedies sought by Plaintiff includes the
22 injunctive and declaratory relief set forth above and a Judgment which: (a) bars
23 Defendants from engaging in "pinging" of electronic devices other than their own devices;
24 (b) bars Defendants from the practice of "spoofing" email, text messages or other
25 electronic communications; (c) bars Defendants from hacking into email or other personal
26 electronic accounts and information; (d) bars Defendants from altering any other person's
27 blog, website or other property; (e) bars Defendants from suggesting that any person
28 should stop taking medicine; (f) bars Defendants from investigative work outside

1 California; (g) bars Defendants from soliciting personal medical information and/or
2 violating HIPAA; (h) bars Defendants from advertising or claiming to provide services for
3 which they are not licensed – namely, "medical support," "legal support" and/or "scientific
4 support;" (i) requires Defendants to remove all false and/or misleading blog and website
5 references to Plaintiff; (j) requires that Defendants disgorge any ill-gotten gains from their
6 above described violations of sections 17200 and/or 17500; (k) requires Defendants to
7 make restitution to Plaintiff; (l) prevents Defendants from using any contributions to
8 OMSJ.ORG for the purpose other than "charitable, educational, religious and/or scientific"
9 and specifically, bars Defendants' use of such contributions to fund Defendants'
10 harassing of any person; and (m) requires Defendants to cease stalking Plaintiff and/or
11 cease making false, misleading and/or dishonest statements (verbally or electronically)
12 about Plaintiff to any person.

13
14 **TENTH CAUSE OF ACTION**
15 **(VIOLATION OF CIVIL CODE § 3344**
16 **AGAINST ALL DEFENDANTS)**

17 182. **INCORPORATION.** Each of the allegations in this Complaint are
18 incorporated herein.

19 183. **USE OF LIKENESS.** Defendants have knowingly used Plaintiff's name,
20 photograph, and voice recordings ("Plaintiff's Property") without Plaintiff's consent on
21 jamesmurtaghmd.com, jamesmurtaghpsycho.com and jamesmurtaghtruth.com.

22 184. **FINANCIAL MOTIVE.** Defendants are primarily engaged in the business of
23 providing investigative services for compensation. Defendants use of Plaintiff's Property
24 is directly connected to Defendants' commercial purpose in that Defendants used
25 Plaintiff's likeness to draw traffic to Defendants' other web sites (OMSI.org and
26 CWBPI.com), in order to raise funds, solicit business opportunities, and promote their
27 personal agenda.

28 ///

1 carry a gun should be revoked because of Defendants' dangerous and unstable mental
2 condition; (g) that Defendants are required to retrieve and destroy all copies of
3 documents subject to this Court's Protective Order dated on or about July 10, 2014 and
4 by failing to do so, Defendants violated that Protective Order; (h) that Defendants' public
5 posting of Plaintiff's psychiatric records was illegal and/or dishonest; (i) that Defendants
6 cannot provide "medical support," "legal support" and/or "scientific support" as advertised
7 on Defendants' website; (j) that Defendants illegally practice medicine by soliciting private
8 medical information and by advising that patients stop taking medicine; (k) that
9 Defendants violate HIPAA by soliciting and not protecting private medical information and
10 by not disclosing their HIPAA policy; and (l) that Defendants cannot provide investigative
11 services outside California.

12 190. **RELIEF NEEDED.** A controversy exists with respect to each contention
13 and declaratory relief is needed to resolve these issues.

14
15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for judgment against Defendants, and that the Court
17 award Plaintiff, as follows:

- 18 1. For compensatory damages, according to proof at the time of trial, but
19 which Plaintiff estimates to be not less than \$1.6 million;
- 20 2. For exemplary or punitive damages in an amount sufficient to set an
21 example of Defendants;
- 22 3. For injunctive relief including a Permanent Injunction, Temporary Injunction,
23 Order to Show Cause, and/or Temporary Restraining Order and specifically:
- 24 a. To take down all websites, blogs, webpages and any foreign
25 language websites, any webcast, video and/or any radio show which mention Dr. Murtagh
26 including www.jamesmurtaghMDtruth.com.
- 27 b. To stay away from any physical contact, correspondence, telephonic,
28 email or other electronic contact (via any name) with: Dr. Murtagh, his mother, his

1 girlfriend, all hospitals (at which he currently works, at which he worked in the past, and at
2 which he may work in the future), all medical staffing recruiters (with whom he works, with
3 whom he worked in the past, and with whom he may work in the future), Mr. Todd
4 DeShong, Dr. Brian Foley, PhD, and Dr. Seth Kalichman, PhD, and all attorneys retained
5 by Dr. Murtagh.

6 c. To stop: (i) posting any false information on the internet about Dr.
7 Murtagh; (ii) Communicating any false information to any person about Dr. Murtagh; (iii)
8 Accessing Dr. Murtagh's email, cell phone, website and/or any of the business accounts
9 with records about Dr. Murtagh's email, cell phone, and/or website.

10 d. To disclose: (a) all websites and blogs under their control (including
11 under the control of Defendants' agents); and (b) all donors or persons funding his work
12 as to Dr. Murtagh.


13 4. For declaratory relief as follows: (a) that the alter ego doctrine applies to
14 Defendants so that they should be treated as one person; (b) that Defendants are jointly
15 and severally for the acts of Does 1-20; (c) that Defendants' phishing, spoofing and
16 hacking are each illegal; (d) that Defendants have engaged in "dishonest or fraudulent"
17 acts which as PI licenses, they are barred from engaging in; (e) that Defendants
18 improperly claim a tax exemption for OMSJ; (f) that Defendants' permit to carry a gun
19 should be revoked because of Defendants' dangerous and unstable mental condition; (g)
20 that Defendants are required to retrieve and destroy all copies of documents subject to
21 this Court's Protective Order dated on or about July 10, 2014 and by failing to do so,
22 Defendants violated that Protective Order; (h) that Defendants' public posting of Plaintiff's
23 psychiatric records was illegal and/or dishonest; (i) that Defendants cannot provide
24 "medical support," "legal support" and/or "scientific support" as advertised on Defendants'
25 website; (j) that Defendants illegally practice medicine by soliciting private medical
26 information and by advising that patients stop taking medicine; (k) that Defendants violate
27 HIPAA by soliciting and not protecting private medical information and by not disclosing
28 their HIPAA policy; (l) that Defendants cannot provide investigative services outside

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- California; and (m) that the burden of proof on various issues be shifted to Defendants.
- 5. For other equitable relief including disgorgement and restitution.
 - 6. For attorney's fees;
 - 7. For costs of suit herein;
 - 8. For such other relief as the Court may deem just and proper.

Dated: February 18, 2015

ROSEN & ASSOCIATES, P. C.

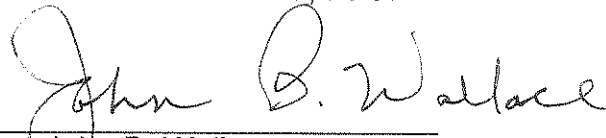
By: 
John B. Wallace
Attorneys for Plaintiff JAMES MURTAGH, M.D.

REQUEST FOR JURY TRIAL

Plaintiff requests trial by jury.

Dated: February 18, 2015

ROSEN & ASSOCIATES, P. C.

By:  John B. Wallace
Attorneys for Plaintiff JAMES MURTAGH, M.D.

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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Rosen & Associates, P.C., 444 S. Flower Street, Suite 3010, Los Angeles, California 90071. On February 18, 2015, I served the within documents:

**THIRD AMENDED COMPLAINT FOR EQUITABLE RELIEF
AND DAMAGES**

I caused such envelope/package containing the document(s) to be delivered to the addressee(s) or directly to the addressee(s) in the manner set forth below:

Mark A. Weitz, Esq.
WEITZ MORGAN PLLC
100 Congress Avenue, Suite 2000
Austin, TX 78701
mweitz@weitzmorgan.com
Attorneys for Defendants

Etan Lorant, Esq.
ETAN Z. LORANT LAW OFFICES
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esq8ton@gmail.com
Attorney for Defendants

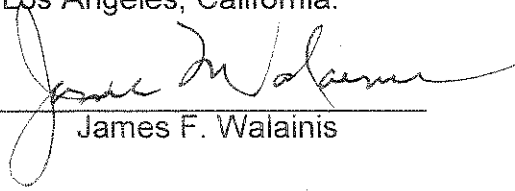
I deposited the above document(s) for e-mail transmission in accordance with the office practice of Rosen & Associates, P.C. for collecting and processing e-mails. I am familiar with the office practice of Rosen & Associates, P.C. for collecting, processing, and transmitting e-mails, which practice is that when a e-mail is deposited with the Rosen & Associates, P.C. personnel responsible for e-mails, such e-mail is transmitted that same day in the ordinary course of business. The e-mail of the above document(s) was transmitted as shown above.

I am familiar with the office practice of Rosen & Associates, P.C. for collecting and processing documents for **Mailing with the United States Postal Service and via email**, which practice is that when documents are deposited with the Rosen & Associates, P.C. personnel responsible for depositing documents with the United States Postal Service, such documents are delivered to the United States Postal Service that same day in the ordinary course of business with postage thereon fully prepaid. I placed a sealed envelope/package containing the document(s) in Rosen & Associates, P.C.'s outgoing mailbox, addressed as shown above.

I am employed in the office of a member of the Bar of or permitted to practice before the Court at whose direction the service was made.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 18, 2015, at Los Angeles, California.


James F. Walainis