

STATE OF MAINE

SUPERIOR COURT
Kennebec, ss.
Docket No. _____

DISTRICT COURT
Location _____
Docket No. _____

Dr. Christopher Maloney, N.D. Plaintiff

v.

SUMMONS

Michael Hawkins Defendant

1047 Taster Rd Address
Augusta, ME 04330

The Plaintiff has begun a lawsuit against you in the (~~District~~) (Superior) Court, which holds sessions at (street address) 95 State Street, in the ~~Town~~ City of Augusta, County of Kennebec, Maine. If you wish to oppose this lawsuit, you or your attorney **MUST PREPARE AND SERVE A WRITTEN ANSWER** to the attached Complaint **WITHIN 20 DAYS** from the day this Summons was served upon you. You or your attorney must serve your Answer, by delivering a copy of it in person or by mail to the Plaintiff's attorney, or the Plaintiff, whose name and address appear below. You or your attorney must also file the original of your Answer with the court by mailing it to the following address: Clerk of (~~District~~) (Superior) Court, Michele Lambert, 95 State Street, Augusta, Maine 04330
(Mailing Address) (Town, City) (Zip)

before, or within a reasonable time after, it is served.

IMPORTANT WARNING

IF YOU FAIL TO SERVE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU IN YOUR ABSENCE FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR EMPLOYER MAY BE ORDERED TO PAY PART OF YOUR WAGES TO THE PLAINTIFF OR YOUR PERSONAL PROPERTY, INCLUDING BANK ACCOUNTS AND YOUR REAL ESTATE MAY BE TAKEN TO SATISFY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS LAWSUIT, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you believe the plaintiff is not entitled to all or part of the claim set forth in the Complaint or if you believe you have a claim of your own against the Plaintiff, you should talk to a lawyer. If you feel you cannot afford to pay a fee to a lawyer, you may ask the clerk of court for information as to places where you may seek legal assistance.

(Seal of Court)

Date: 10-26-2011

Maeghan Maloney
(Attorney for) Plaintiff
4 Drew St. Address
Augusta, ME 04330
207-513-7248 Telephone

Michele Lambert
Clerk

STATE OF MAINE

SUPERIOR COURT

Kennebec, ss.
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(Seal of Court)

Date: 10-26-2011

Maeghan Maloney
(Attorney for) Plaintiff
4 Drew St. Address
Augusta, ME 04330
207-513-7248 Telephone

Michele Lambert
Clerk

10-28-11


STATE OF MAINE

County of Kennebec .ss.

On _____ (date), I served the Complaint (and Summons) upon Defendant Michael Hawkins by delivering a copy of same at the following address: 1047 Taster Rd. (Tagus Pond), Augusta, ME

- to the above-named Defendant in hand.
- to _____ (name), a person of suitable age and discretion who was then residing at Defendant's usual residence.
- to _____ (name), who is authorized to receive service for Defendant.
- by (describe other manner of service):

Costs of Service:

Service: \$ _____
 Travel \$ _____
 Postage \$ _____
 Other \$ _____

Total \$ _____

Signature

Agency

Maeghan Maloney Law Offices

4 DREW ST., AUGUSTA, ME 04330

MAEGHANMALONEYLAW.COM

MALONEYLAW@LIVE.COM

(207)513-7248

October 26, 2011

Michael Hawkins
1047 TASKER RD
AUGUSTA, ME 04330

Re: *Maloney v. Hawkins*

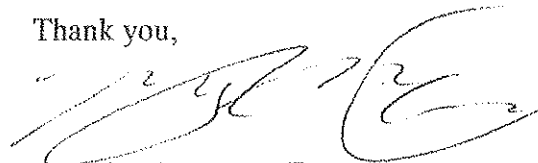
Dear Mr. Hawkins:

Please find enclosed a Complaint and Demand for Injunctive relief which I will file in Kennebec County Superior Court on November 1, 2011. I have previously notified you of my client's demands and yet you have continued to tag all of your blog posts to "Christopher Maloney."

As should be clear to you, you can say anything you want against naturopathic doctors, but you cannot attack and bully a single person. You have never been a patient of Christopher Maloney, N.D. and you have never met him in person even though he has requested a meeting with you.

I am also enclosing a Settlement Agreement. If you sign the Agreement in front of a notary and return the original to me before November 1, 2011, I will not file the enclosed Complaint.

Thank you,



Maeghan Maloney, Esq.
Maine Bar No. 8792

Enclosures

SUMMARY SHEET

This summary sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by the Maine Rules of Court or by law. This form is required for the use of the Clerk of Court for the purpose of initiating or updating the civil docket. (SEE INSTRUCTIONS ON REVERSE)

I. County of Filing or District Court Jurisdiction: <u>Kennebec</u>		
II. CAUSE OF ACTION (Cite the primary civil statutes under which you are filing, if any.) <i>Pro se</i> plaintiffs: If unsure, leave blank.		
III. NATURE OF FILING		
<input checked="" type="checkbox"/> Initial Complaint		
<input type="checkbox"/> Third-Party Complaint		
<input type="checkbox"/> Cross-Claim or Counterclaim		
<input type="checkbox"/> If Reinstated or Reopened case, give original Docket Number _____ (If filing a second or subsequent Money Judgment Disclosure, give docket number of first disclosure)		
IV. <input type="checkbox"/> TITLE TO REAL ESTATE IS INVOLVED		
V. MOST DEFINITIVE NATURE OF ACTION. (Place an X in one box only) <i>Pro se</i> plaintiffs: If unsure, leave blank.		
<u>GENERAL CIVIL (CV)</u>		
Personal Injury Tort <input type="checkbox"/> Property Negligence <input type="checkbox"/> Auto Negligence <input type="checkbox"/> Medical Malpractice <input type="checkbox"/> Product Liability <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Domestic Torts <input type="checkbox"/> Other Negligence <input type="checkbox"/> Other Personal Injury Tort	Contract <input type="checkbox"/> Contract Declaratory/Equitable Relief <input type="checkbox"/> General Injunctive Relief <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Other Equitable Relief Constitutional/Civil Rights <input type="checkbox"/> Constitutional/Civil Rights Statutory Actions <input type="checkbox"/> Unfair Trade Practices <input type="checkbox"/> Freedom of Access <input type="checkbox"/> Other Statutory Actions Miscellaneous Civil <input type="checkbox"/> Drug Forfeitures	<input type="checkbox"/> Other Forfeitures/Property Libels <input type="checkbox"/> Land Use Enforcement (80K) <input type="checkbox"/> Administrative Warrant <input type="checkbox"/> HIV Testing <input type="checkbox"/> Arbitration Awards <input type="checkbox"/> Appointment of Receiver <input type="checkbox"/> Shareholders' Derivative Actions <input type="checkbox"/> Foreign Deposition <input type="checkbox"/> Pre-action Discovery <input type="checkbox"/> Common Law Habeas Corpus <input type="checkbox"/> Prisoner Transfers <input type="checkbox"/> Foreign Judgments <input type="checkbox"/> Minor Settlements <input type="checkbox"/> Other Civil
CHILD PROTECTIVE CUSTODY (PC) <input type="checkbox"/> Non-DHS Protective Custody		SPECIAL ACTIONS (SA) Money Judgment <input type="checkbox"/> Money Judgment Request Disclosure
<u>REAL ESTATE (RE)</u>		
Title Actions <input type="checkbox"/> Quiet Title <input type="checkbox"/> Eminent Domain <input type="checkbox"/> Easements <input type="checkbox"/> Boundaries	Foreclosure <input type="checkbox"/> Foreclosure (ADR exempt) <input type="checkbox"/> Foreclosure (Diversion eligible) <input type="checkbox"/> Foreclosure - Other	Misc. Real Estate <input type="checkbox"/> Equitable Remedies <input type="checkbox"/> Nuisance <input type="checkbox"/> Mechanics Lien <input type="checkbox"/> Abandoned Roads <input type="checkbox"/> Partition <input type="checkbox"/> Trespass <input type="checkbox"/> Adverse Possession <input type="checkbox"/> Other Real Estate
<u>APPEALS (AP) (To be filed in Superior Court) (ADR exempt)</u>		
<input type="checkbox"/> Governmental Body (80B)	<input type="checkbox"/> Administrative Agency (80C)	<input type="checkbox"/> Other Appeals
VI. M.R.Civ.P. 16B Alternative Dispute Resolution (ADR):		
<input type="checkbox"/> I certify that pursuant to M.R.Civ.P. 16B(b), this case is exempt from a required ADR process because:		
<input type="checkbox"/> It falls within an exemption listed above (i.e., an appeal or an action for non-payment of a note in a secured transaction).		
<input type="checkbox"/> The plaintiff or defendant is incarcerated in a local, state or federal facility.		
<input type="checkbox"/> The parties have participated in a statutory prelitigation screening process with _____		
<input type="checkbox"/> The parties have participated in a formal ADR process with _____ (name of neutral) on _____ (date).		
<input type="checkbox"/> This is a Personal Injury action in which the plaintiff's likely damages will not exceed \$30,000, and the plaintiff requests an exemption from ADR.		

VII. (a) PLAINTIFFS (Name & Address including county)

or Third-Party, Counterclaim or Cross-Claim Plaintiffs

The plaintiff is a prisoner in a local, state or federal facility.

Dr. Christopher Maloney, N.D.
4 Drew St.
Augusta, ME 04330

County of Kennebec

(b) Attorneys (Name, Bar number, Firm name, Address, Telephone Number) If all counsel listed do NOT represent all plaintiffs,
(If *pro se* plaintiff, leave blank) specify who the listed attorney(s) represent.

Maeghan Maloney, Esq., Bar # 8792

Maeghan Maloney Law Offices
4 Drew St.
Augusta, ME 04330
207-513-7248

VIII. (a) DEFENDANTS (Name & Address including county)

and/or Third-Party, Counterclaim or Cross-Claim Defendants

The defendant is a prisoner in a local, state or federal facility.

Michael Hawkins
1047 Tasker Rd.
Augusta, ME 04330

County of Kennebec

(b) Attorneys (Name, Bar number, Firm name, Address, Telephone Number)
(If known)

If all counsel listed do NOT represent all
defendants, specify who the listed attorney(s)

IX. RELATED CASE(S) IF ANY _____

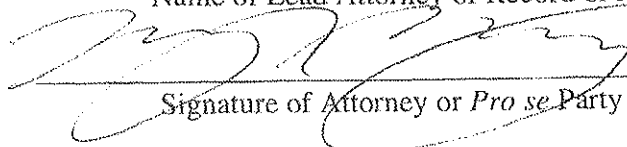
Assigned Judge/Justice _____

Docket Number _____

Date: 10-26-2011

Maeghan Maloney, Esq.

Name of Lead Attorney of Record or *Pro se* Party



Signature of Attorney or *Pro se* Party

C:

MAINE SUPERIOR COURT
COUNTY OF KENNEBEC

DR. CHRISTOPHER MALONEY, N.D.,)
A resident of Augusta, County)
of Kennebec, State of Maine)
)
Plaintiff,)

Case No. _____

v.)

MICHAEL HAWKINS, a resident of)
Augusta, County of Kennebec,)
State of Maine)
)
Defendant)

COMPLAINT AND
DEMAND FOR
INJUNCTIVE
RELIEF

INTRODUCTION

This is an action for defamation and trade libel/injurious falsehood under Maine common law. Plaintiff seeks permanent injunction, and an order compelling Defendant to pay civil penalties, attorney's fees, and costs.

PARTIES

1. Plaintiff is Christopher Maloney, a resident of Augusta, County of Kennebec, State of Maine.
2. Defendant Michael Hawkins is a resident of Augusta, County of Kennebec, State of Maine.

JURISDICTION AND VENUE

3. Plaintiff repeats and realleges paragraphs 1-2 above as if fully set forth herein
4. Pursuant to 4 M.R.S.A. §105, this Court has jurisdiction over the subject matter of this action.
5. The Court has jurisdiction over Defendant Hawkins by virtue of his residing in Kennebec Country in the State of Maine.
6. Venue is proper in Kennebec County under 14 M.R.S.A. §501 because Plaintiff resides in that county.
7. Plaintiff demands injunctive relief.

GENERAL ALLEGATIONS

8. Plaintiff repeats and realleges paragraphs 1-7 above as if fully set forth herein.
9. Plaintiff has worked as a licensed Maine Naturopathic Doctor (license NP240) for eight years and has resided in Augusta, Maine for six years. Plaintiff has during all this time enjoyed a good

reputation, both generally and as a Naturopathic Doctor. He even provides first-visit patients with a money-back guarantee to assure satisfaction.

10. On October 29, 2009, Plaintiff published a letter to the editor in the Kennebec Journal about alternative flu treatments. The Kennebec Journal staff noted below Plaintiff's letter that he was a licensed Maine Naturopathic Doctor.

11. On November 4, 2009 Defendant wrote in his blog For the Sake of Science: "On the upside, Maloney is not the swindler Andreas Moritz is. He is a charlatan and a mountebank..." The statement is not factually accurate and is libel per se. Defendant has repeated similar claims. Defendant had no personal contact with Plaintiff or Plaintiff's patients upon which to base an opinion.

12. On December 12, 2009, Defendant published a letter to the editor in the Kennebec Journal: "I cannot overstate this fact: Naturopaths are not doctors and they are not qualified. They cherry-pick the evidence, often lie and misrepresent the facts. Recently, a local naturopathic "doctor," Christopher Maloney, wrote a letter in which he committed himself to that third possibility." The publication of this letter exhibited a reckless disregard for the truth and both defamed Plaintiff and cast him in an unfavorable light. The Kennebec Journal has subsequently removed the editorial from its online publications.

13. On February 17, 2010, acting on Defendant Hawkins' request, bloggers began to broadcast variations of: "Christopher Maloney is a Quack." Many of them cited Defendant Hawkins' Kennebec Journal editorial. Plaintiff received hundreds of emails calling him a quack as a result. Plaintiff has requested removal of the offending posts without success. A number of bloggers remain united with Defendant Hawkins in their motive to negatively impact Plaintiff's business and reputation in Kennebec County, Maine.

14. On March 21, 2010, Defendant delivered an edition of a self-published paper entitled Without Apology to Plaintiff's neighborhood after dark. The edition of Without Apology was libelous on its face. The circulation was exclusively around the Plaintiff's home.

15. On or about February 20, 2011, Plaintiff realized that Google was still linking every post Defendant made about any subject to Plaintiff's name.

16. On April 6, 2011 Defendant received a cease-and-desist notice from Plaintiff. His blog post response ended with the words: "Christopher Maloney is a quack."

17. Since 2002, Plaintiff's website (www.maloneymedical.com) has served as a primary source of referrals. Since the attacks Plaintiff has seen a drop in referrals from his website. He has also incurred legal costs as a result of Defendant's actions.

18. The above-described publications were not privileged because they were published by Defendant with ill will and a clear desire to put the Plaintiff out of business.

COUNT I: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

19. Plaintiff repeats and alleges the allegations set forth in paragraphs 1-18 as if fully set forth herein.

20. Defendant began attacking Plaintiff's reputation in November of 2009 and has continued to attack Plaintiff. Defendant threatened to visit Plaintiff, and then followed through on his threat on March 21, 2010, arriving in Plaintiff's neighborhood after dark and hand-delivering his paper. Defendant's action caused, or was likely to cause, extreme emotional distress for Plaintiff and his family, which includes young children.

21. The behavior of Defendant is so extreme and outrageous as to exceed all bounds of decency and be considered atrocious and utterly intolerable.

22. Plaintiff suffered serious emotional distress as a result of Defendant Hawkins's conduct.

WHEREFORE, Plaintiff respectfully requests this Court to award damages, attorney fees, plus interest, costs, injunctive relief of continuing defamation, and such other relief as it may deem just and proper.

COUNT II: LIBEL PER SE

23. Plaintiff repeats and alleges the allegations set forth in paragraphs 1-22 above as if fully set forth herein.

24. Defendant uses the terms quack, mountebank, and charlatan in reference specifically to Plaintiff, attacking an individual practitioner as unqualified to practice within his licensure under Maine law. By posting online and publishing in his newspaper Without Apology "Christopher Maloney is a Quack," and variations he sought and continues to seek to defame Plaintiff, hold him in a false light, and negatively impact his business.

25. Defendant did not have permission to infer in any way that Plaintiff was not qualified to be a naturopathic doctor. But in a coordinated campaign, Defendant Hawkins incited fellow bloggers to broadcast the term quack as a clear indication of Plaintiff's lack of qualification to practice medicine in any capacity. As such, their comments are libel per se.

26. The clear focus of Defendant Hawkins and his allied bloggers is on negatively impacting Plaintiff's business in Kennebec County, Maine. They used false and defamatory statements that resulted in Plaintiff suffering substantial damages.

27. Publication of the false statements has caused permanent harm to Plaintiff's reputation online and within his immediate community.

WHEREFORE, Plaintiff respectfully requests this Court award damages, attorney fees, plus interest, costs, injunctive relief and other such relief as it may deem just and proper.

COUNT III: LIBEL

28. Plaintiff repeats and alleges the allegations set forth in paragraphs 1-27 above as if fully set forth herein.

29. Defendant made false statements concerning Plaintiff to third persons and/or in a manner that caused publication of the false statements to third persons. Defendant knew that said statements were false and/or made statements with reckless disregard as to whether they were false. In addition or in the alternative, Defendant was negligent in making said statements based on the information available to him.

30. Publications of Defendant have caused, and are continuing to cause, specific harm to Plaintiff and/or are actionable regardless of specific harm. Defendant's published work directly imputes to Plaintiff characteristics and conduct that are incompatible with the proper and lawful practice of medicine, or any employment within the medical field. The statements made by Defendant maliciously and falsely impute to Plaintiff a want of integrity in the conduct of his business and are actionable defamations under Maine law.

31. Defendant is liable to Plaintiff for libel, and Plaintiff is entitled to recover damages, injunctive relief, and other available remedies as a result of his defamation.

32. Defendant's conduct was motivated by ill will toward Plaintiff. In the alternative, he engaged in deliberate conduct that, even if motivated by something other than ill will toward Plaintiff, was so outrageous that malice toward Plaintiff can be implied. Plaintiff suffered

damages as a result of Defendant's actual and/or implied malice, and Plaintiff is entitled to recover punitive damages from Defendant.

33. Because of defendant's malice in publishing, plaintiff seeks punitive damages.

WHEREFORE, plaintiff demands judgment against Defendant, including compensatory damages according to proof, punitive damages, interest as allowed by law, costs of suit, attorney fees, injunctive relief, and such other and further relief as this court may deem just and proper.

COUNT IV: INJUNCTIVE RELIEF

34. Plaintiff repeats and alleges the allegations set forth in paragraphs 1-33 above as if fully set forth herein.

35. Defendant Hawkins maintains two blogs For The Sake of Science and Without Apology, both of which contain material that continues to libel Plaintiff. Defendant Hawkins is expanding the links to his libelous material through multiple blog postings linked to Plaintiff and social networking websites. Injunctive action is necessary to prevent further expansion of Defendant Hawkins' comments. A temporary restraining order, a preliminary injunction or a permanent injunction is necessary, as Defendant has refused to limit or remove postings.

36. Such injunctive action would need to apply all blogging and social media, as Defendant Hawkins has threatened he will repost all his material. It would also need to apply to all allied bloggers reposting Defendant Hawkins' materials since several have explicitly offered to host him and maintain a copy of his blog.

37. Defendant Hawkins is also fully capable of regenerating his blog anonymously, so injunctive action needs to focus on Defendant's computer(s) and interaction with the internet.

SETTLEMENT AGREEMENT

This agreement is made this ____ day of October, 2011 by and between Michael Hawkins of Augusta, County of Kennebec and State of Maine (hereinafter referred to as "Michael"), and Christopher Maloney, N.D., of Augusta, County of Kennebec and State of Maine (hereinafter referred to as "Christopher").

WITNESSETH as follows:

WHEREAS, Michael has never been a patient of Christopher or had any personal contact with Christopher or his patients;

WHEREAS, the parties are desirous of resolving all issues of disagreement concerning Michael's publications in various media about Christopher;

WHEREAS, Christopher has a written complaint he is prepared to file against Michael in Kennebec County Superior Court;

WHEREAS, it is the desire of both parties to formally and for all time amicably settle any disagreement between them.

NOW THEREFORE, the parties do hereby freely and voluntarily AGREE as follows:

1. Michael will ensure that all mentions of Christopher, whether by name, reference, keyword, or link, are immediately removed from all print, website, blog, social media, or other form of communication within his control, and that no references, direct or indirect, of any kind are made in the future.
2. Michael will not post online or publish in any way, or incite others to post online or publish in any way, any future defamation of Christopher.
3. Michael will not in any way seek to threaten, intimidate, or even contact Christopher, his family, his immediate neighbors, or any of Christopher's patients.

4. Christopher will not file a complaint against Michael and will pay all legal debts incurred by Christopher up to this settlement. He will also write off all financial losses incurred as a result of Michael's actions up to this point and will not pursue Michael in any court action, including small claims court, to recover his financial losses.

5. Except as otherwise provided herein, each party hereby releases and discharges the other of and from all causes of action, claims, rights, or demands whatsoever, in law or in equity, which either of the parties had or now has against the other.

6. Except as otherwise provided herein, each party hereby releases and forever discharges the other, his or her heirs, executors, administrators, and assigns, from any and all rights, claims, demands or obligations arising out of or by virtue of the relationship between the parties.

7. The parties hereby acknowledge that each has entered into this Agreement of his or her own accord and that each signs this Agreement freely and voluntarily.

8. Each party shall deliver to the other party any assurances the other party may reasonably require for the purposes of giving full force and effect to the provisions of this Agreement.

9. No modification or waiver of any of the terms thereof shall be valid unless in writing and executed by both the parties with the same formality as this Agreement. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach of default of the same or similar nature.

10. Except as stated herein, all provisions of this agreement shall be binding upon the respective heirs, next of kin, personal representatives, executors and administrators of the parties.

11. This agreement constitutes the entire understanding of the parties. There are no representations or warranties other than those expressly herein set forth. This Agreement is binding on the parties, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement on the day and year first above written.

Dated:

Michael Hawkins

STATE OF MAINE
KENNEBEC, ss.

Date:

Personally appeared the above named Michael Hawkins and acknowledged the foregoing to be his free act and deed.

Before me,

Notary Public/Attorney At Law

Dated:

Christopher Maloney, N.D.

STATE OF MAINE
KENNEBEC, ss.

Date:

Personally appeared the above named Christopher Maloney and acknowledged the foregoing to be his free act and deed.

Before me,

Notary Public/Attorney At Law