

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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ALCOR LIFE EXTENSION FOUNDATION, INC. :
Plaintiff, : **Index No. 113938/2009**
: Basis of Venue:
:
-against- : County of Residence
: of the Defendant
LARRY JOHNSON, VANGUARD PRESS, INC. and : **SECOND**
SCOTT BALDYGA, : **AMENDED**
: **COMPLAINT**
Defendants. :
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Plaintiff, ALCOR LIFE EXTENSION FOUNDATION, INC. (“ALCOR”), by and through undersigned counsel, alleges in this Second Amended Complaint against the Defendants, LARRY JOHNSON (“JOHNSON”), VANGUARD PRESS, INC. (“VANGUARD”) and SCOTT BALDYGA (“BALDYGA”) as follows:

The Parties and Jurisdiction

1. ALCOR is a California, non-profit corporation whose principal place of business is Maricopa County, Arizona. ALCOR does business primarily in Arizona, but offers its services to individuals within the State of New York.
2. JOHNSON is an individual who resides in Clark County, Nevada. JOHNSON is a former employee of ALCOR and is subject to various confidentiality agreements, a settlement agreement and a valid and binding Judgment issued out of

Maricopa County, Arizona which prevents JOHNSON from disseminating information regarding ALCOR to third-parties. A copy of that Judgment is attached as **Exhibit A**. A certified copy of the Arizona Judgment was previously filed, and is incorporated by reference.

3. JOHNSON attempted in the past, and continues his attempts today, to thwart the confidentiality and settlement agreements entered into with ALCOR and the Judgment entered by a vested Arizona judge by disseminating information regarding ALCOR to third-parties and the public-at-large.

4. Specifically, JOHNSON surreptitiously violated the aforementioned agreements and Judgment by working with BALDYGA and VANGUARD to author, publish, sell and disseminate a book clandestinely given a working title, "*Project Y*" by "John Doe" containing information about ALCOR.

5. JOHNSON, BALDYGA and VANGUARD then surreptitiously changed the working title of the book from "*Project Y*" to "*Frozen: My Journey into the World of Cryonics, Deception, and Death* by Larry Johnson and Scott Baldyga" (hereinafter referred to as the "Book" or "*Frozen*").

6. The title change intentionally occurred just before publication and sale of the Book so as to conceal the contents of the Book from ALCOR and others. This was done in an attempt to thwart the preexisting agreements and Judgment and to prevent ALCOR or others from preventing the sale and distribution of the Book based on a violation of legally binding documents and a Judgment which prevented

the dissemination of information by JOHNSON about ALCOR.

7. The Book was published in and distributed from New York, despite the fact that a 5-minute Internet search of public records would have revealed the result of prior litigation (even mentioned in the Book), and a subsequent lawsuit and Judgment filed and entered, respectively, against JOHNSON.

8. The Book was sold by and on behalf of JOHNSON, BALDYGA and VANGUARD in New York County, New York and elsewhere for the financial benefit of JOHNSON, BALDYGA and VANGUARD.

9. Moreover, JOHNSON, BALDYGA and VANGUARD entered into a written authorship and publishing agreement which was governed by New York law and set forth various benefits and obligations which originated in New York and were required to be performed in New York. A copy of that authorship and publishing agreement is attached as **Exhibit B**.

10. Further, JOHNSON appeared on a large number of media programs filmed in New York and originating from film studios located in New York, including but not limited to, The Howard Stern Show, Bubba the Love Sponge Radio Program, Inside Edition, CNN with Campbell Brown, ABC News Nightline, and The Morning Show on CBS.

11. The purpose of appearing on such media outlets from New York was to promote the book authored by JOHNSON and BALDYGA, published by VANGUARD, and for all three Defendants to benefit from the promotion of the

book written and published by the Defendants.

12. All Defendants knew of the intention to promote the book and all Defendants intended to benefit from the appearance of JOHNSON on these media outlets in New York.

13. In point of fact, BALDYGA maintains a website, www.ScottBaldyga.com, which promotes the book and directs individuals and search engines to a promotional website for the Book called www.FrozenBook.com. The Book website contains various clips of JOHNSON appearing on media outlets in New York. Therefore, BALDYGA knowingly participating in violating legally binding documents, breaching a fiduciary duty and conspiring to thwart a valid Judgment.

14. The website, www.FrozenBook.com was registered by VANGUARD to a fictitious character from a movie starring Dennis Quaid called, "The Big Easy," as well as a fictitious address somewhere in New Orleans, Louisiana. VANGUARD only changed the registration to a private domain registrar after ALCOR advised VANGUARD of its violation of the international ICANN registration laws prohibiting registration of domains in false and fictitious names.

15. VANGUARD nonetheless promoted and continues to promote and sell the Book through traditional and electronic promotion despite actual knowledge of the valid and binding legal documents, actual knowledge of the fiduciary duties of JOHNSON and actual knowledge of the Judgment entered in

Maricopa County, Arizona which prohibits JOHNSON from disseminating on his own or with the assistance of others, including but not limited to BALDYGA and VANGUARD, information about ALCOR.

16. BALDYGA also confirms in the book at Page 368 his travels and meetings in New York with VANGUARD with the intention and desire to promote, publish, sell and distribute the book which, according to the authorship and publishing agreement, was done with the intention to profit from the distribution and sale of the book. See Exhibit B.

17. JOHNSON disclosed confidential and other information about ALCOR -- some of which was patently false, misleading and defamatory -- in the Book and during his interviews and appearances on the various media outlets.

18. In particular, JOHNSON stated on at least one media outlet taped in New York that he was concerned that ALCOR might “start doing experiments[sic] on me,” implying incorrectly that ALCOR would conduct experiments on JOHNSON and further implying falsely and incorrectly to the public at large that ALCOR was capable of kidnapping and conducting experiments on human beings, such as JOHNSON.

19. Needless to say, the comments of JOHNSON were for the purpose of creating interest in the Book and to drive profits for himself and his compatriots, BALDYGA and VANGUARD.

20. Any suggestion that ALCOR actually benefits from such adverse and

false publicity is outlandish and patently false. The publicity created by JOHNSON, BALDYGA and VAGUARD is neither wanted nor warranted.

21. ALCOR has made efforts for JOHNSON, BALDYGA and VANGAURD to stop disseminating information about ALCOR, stop promoting the Book, stop shilling the Book, stop selling the Book and for the return of property JOHNSON admittedly stole from ALCOR, and which he has admitted in this Court is non-public and not contained in the Book.

22. JOHNSON and BALDYGA visited New York and continue their contacts with New York for the purpose of availing themselves of the financial and intangible benefits of New York, and engaged in actionable conduct in New York, including violations of binding agreements, violating a valid Judgment, disclosing confidential information, breaching fiduciary duties, conspiring to violate these legal obligations and conspiring to violate a valid Judgment.

23. VANGUARD is a resident New York and also purposely availed itself of the financial and geographical benefits of New York to distribute, sell and profit from the Book. VANGUARD and also knowingly violated legally binding documents and a court-entered Judgment which VANGUARD and its team of "Fact Checkers" knew or should have known was in place based upon their actual knowledge of litigation pending against JOHNSON in Arizona, and their duty to vet a book not just for accuracy, but also to ensure the book does not violate any legally binding documents or Judgments.

24. VANGUARD is a publishing company with its principal place of business in New York County, New York. When ALCOR learned of the upcoming book and the *per se* violation of both the confidentiality agreements and Judgment, ALCOR sent to VANGUARD via Arizona counsel an initial "Cease and Desist Letter." A copy of that Cease and Desist Letter is attached as **Exhibit C**.

25. VANGUARD ignored the initial Cease and Desist Letter for approximately two weeks.

26. On September 29, 2009, New York counsel for ALCOR hand delivered a second Cease and Desist Letter to VANGUARD. A copy of that second Cease and Desist Letter is attached as **Exhibit D**.

27. That same day, VANGUARD finally replied to counsel for ALCOR advising that it intended to go forward with the publication and sale of *Frozen* notwithstanding the prior confidentiality agreements and Judgment entered by a vested Arizona judge preventing exactly this type of conduct. VANGUARD (and by association JOHNSON and BALDYGA) made it clear they had no respect for the confidentiality agreements and Judgment of a court of competent jurisdiction.

28. Rather than first challenging the validity of the agreements and/or Judgment, VANGUARD -- and by association JOHNSON and BALDYGA -- believed (albeit incorrectly) they could aid, abet and assist with a blatant violation of a court-entered Judgment.

29. As it turns out, JOHNSON subsequently attempted to vacate the

Judgment (only after publication and sale of the Book commenced), but his attempt was unsuccessful. Notwithstanding, JOHNSON, BALDYGA and VANGUARD continue violating those legally binding documents and the court-entered Judgment, which was subsequently ratified by a denial of JOHNSON's Motion to Vacate.

30. The fact that JOHNSON, BALDYGA and VANGUARD continue to violate and assist in the violation of known confidentiality agreements and a standing, valid Judgment is unconscionable.

31. BALDYGA is, upon information and belief, a resident of Los Angeles, California. BALDYGA does business in New York County, New York and elsewhere by engaging in the profession of authorship, commercial relations with VANGUARD in New York County, New York, including but not limited to travels to and from New York for the purpose of promoting the Book and to ensure sales of the Book go forward.

32. BALDYGA also purposefully availing himself of the financial benefits of New York by working with a New York-based publishing company and offering for sale in New York and elsewhere the book called *Frozen*.

33. Jurisdiction exists over this action pursuant to New York Civil Practice Law and Rules ("CPLR") §§301 and 302, in that VANGUARD regularly conducts business in this state and because Defendants have committed, and will continue to commit, the alleged wrongful actions within New York County and the

State of New York.

34. Venue is proper in this County pursuant to CPLR §503 because the principal place of business of VANGUARD is located in New York County, New York.

Factual Background and General Allegations

35. ALCOR is a pioneer in medical research and cryonic suspension of human beings who are pronounced legally dead and who desire to give their bodies to science for the purpose of cryonic preservation, medical research and the possible extension of their life through progressive cryonic procedures.

36. As such, ALCOR patient medical information, its membership information, medical research, photographs, video tapes, surgical logs, scientific findings, methods of cryonic preservation, day-to-day operations, financial agreements with members, body preservation procedures, scientific experiments, synthesized data, communications with members, methods of doing business, future offerings to members, and internal policies are highly confidential, trade secrets and proprietary to ALCOR.

37. JOHNSON was employed by ALCOR commencing in January 2003. Prior to becoming employed by ALCOR as a “standby team member” and assistant to the Director of Clinical Services, JOHNSON had no information about ALCOR except that it was a cryonics facility.

38. As a condition of employment, JOHNSON was required to

acknowledge receipt of the ALCOR Employee Handbook.

39. JOHNSON signed and acknowledged receipt of the Employee Handbook on January 16, 2003, just a few days before his employment started.

40. JOHNSON not only signed the document acknowledging receipt of the Employee Handbook, but also admitted to having read the document and being “bound by the policies contained in this handbook.”

41. JOHNSON also conceded under oath that the Employee Handbook contained the affirmation and understanding that “[T]he protection of confidential business information and trade secrets is vital to the interest and the success of AER and AER’s Client Company [ALCOR].”

42. JOHNSON was further informed through the Employee Handbook that “Employees who improperly use or disclose trade secrets or confidential business information, either of AER or of the Client Company -- meaning ALCOR -- to which you are assigned, will be subject to disciplinary action, up to and including termination of employment and legal action.”

43. JOHNSON understood and accepted these terms of the Employee Handbook with ALCOR. Although the Employee Handbook did not constitute an agreement for permanent employment, it still governed the terms and conditions of JOHNSON’s employment and post-employment obligations.

44. JOHNSON accepted employment upon the terms and conditions of the Employee Handbook knowing full well that he would have access to

confidential business information about ALCOR, its patients and its members.

45. In fact, during the prior litigation involving ALCOR and JOHNSON in Arizona (which resulted in a binding Settlement Agreement and Judgment entered against JOHNSON), JOHNSON testified as follows:

Q. ...[D]id you understand after interviewing with ALCOR and gathering whatever knowledge and information you had as of, we'll say, January 16, 2003 that you would have access to confidential business information about ALCOR, its patients and its members?

A. Did I have an understanding that I would have access?

Q. Yes.

A. Yes.

46. JOHNSON also acknowledged under oath that he was not permitted to disclose such information.

Q. And did you have an understanding that that's information the unless, for example a patient would permit disclosure, that is should not be disclosed to the general public.

A. Yes. That was the general, you know, thought.

47. Based on this, JOHNSON knew he was not permitted to disclose information about ALCOR, its membership, its patients, medical logs or its operations.

48. In point of fact, JOHNSON came into even more responsibilities and more critical and confidential information when he was promoted first to the

Director of Clinical Services and then the Chief Operating Officer for ALCOR.

49. JOHNSON assumed a role of trust and confidence above and beyond just his written agreement to keep information about ALCOR confidential.

50. Indeed, in connection with his employment, JOHNSON was given access to significant amounts of confidential and proprietary ALCOR information and documentation, including patient records, case files, medical procedures, membership information, scientific research, developing technologies, methodologies and operational procedures of ALCOR.

51. Upon termination of employment, JOHNSON was required by the Employee Handbook to return all confidential information and all property of ALCOR -- "RETURN OF PROPERTY....Employees must return all AER, or the Assigned Client Company's [ALCOR] property immediately upon request or termination of employment."

52. JOHNSON returned his keys and identification cards, but he failed to return an IBM laptop computer.

53. The laptop computer was purchased by ALCOR, not JOHNSON, using a company credit card issued to JOHNSON.

54. The laptop computer contained information of ALCOR, which was not in the public domain, including patient information, photographs and audio recordings.

55. A forensic analysis of the laptop computer and documents transmitted

to its hard drive by JOHNSON proved that it contained information about ALCOR and its patients, members, agents and employees.

56. JOHNSON knowingly “swapped” the hard drive from the laptop computer before returning the laptop computer to ALCOR.

57. JOHNSON did so with malice and intent to retain information about ALCOR specifically advising his then-attorneys to tell counsel for ALCOR, “See if he’s still got any room up his ass next to the gag order for that laptop.”

58. While JOHNSON testified that he does not specifically recall executing a Confidentiality and Non-Disclosure Agreement (“NDA”), his supervisor at the time, Charles Platt, unequivocally recalls that all employees were required to execute the standard NDA document before starting work at ALCOR.

59. It is also known that JOHNSON had possession of all the NDA agreements executed by all employees of ALCOR, including the NDA executed by JOHNSON.

60. Upon information and belief, JOHNSON stole the executed copy of his NDA from ALCOR.

61. The NDA merely codified for a second time the requirement that JOHNSON maintain the confidentiality of information obtained while working at ALCOR.

62. Pursuant to the Agreement, JOHNSON agreed to refrain from, *inter alia*, disclosing information about ALCOR, including but not limited proprietary

and confidential information, to any person, partnership, company or governmental agency.

63. ALCOR information is defined in the Non-Disclosure Agreement to include, but not be limited to, information regarding techniques, procedures, and medications used by ALCOR, and the names and other personal information concerning patients and members of ALCOR.

64. On August 12, 2003, JOHNSON abandoned his job with ALCOR by sending a letter and certain material by certified mail. However, JOHNSON intentionally took and kept without the permission of ALCOR various documents, memoranda, photographs, a laptop computer (with highly sensitive information) and other proprietary and confidential information of ALCOR. This conduct was a direct violation of the confidentiality agreements, the employee handbook and his fiduciary duties which required the return of all ALCOR property.

65. On July 3, 2003, JOHNSON registered a website called "www.FreeTed.com." On August 13, 2003, JOHNSON began charging the public \$20.00 to view private and confidential information of ALCOR, including photographs which JOHNSON claimed and implied were those of the deceased baseball player Ted Williams.

66. Doing so was in direct violation of the confidentiality agreements, Employee Handbook and his fiduciary duties which required the return of all ALCOR property.

67. In some states it is illegal to display photographs of deceased individuals. JOHNSON nonetheless continued this “pay per view” website.

68. During that same time, JOHNSON provided to various publications, including *Sports Illustrated*, with confidential information of ALCOR, private photographs which were the property of ALCOR, and tape recordings which were surreptitiously made of fellow ALCOR employees discussing private ALCOR business activities.

69. Doing so was in direct violation of the confidentiality agreements and employee handbook, which required the return of **all** ALCOR property.

70. As a result of this unabashedly wrongful conduct, ALCOR filed suit against JOHNSON in the Maricopa County Superior Court of Arizona, Case Number 2003-016139 (“2003 Litigation”).

71. In connection with mediation of the 2003 Litigation, the parties entered into a Settlement Agreement dated August 18, 2004.

72. Pursuant to the Settlement Agreement, the parties agreed:

* * *

2. To make no comments to any third parties about each other in the future, unless required to do so by law. The specifics of this provision to be worked out in a final agreement. Any disagreement to be resolved by [the mediator]. Any violation subject to injunction in Maricopa County, Arizona Court, and agreement to contain consent to jurisdiction and acceptance by counsel.

3. All Alcor documents [are] to be returned by Johnson.

* * *

73. JOHNSON signed the settlement agreement and was obviously bound by its terms. This was now the **third** written document which prevented JOHNSON from disclosing the confidential and proprietary information of ALCOR.

74. Pursuant to plain terms of the Settlement Agreement, counsel for the parties submitted a typed Settlement Agreement. There were minor disputes concerning the final version of the typed document. As such, and pursuant to the terms of the signed Settlement Agreement, the disputes were submitted to the mediator, and the disputes were resolved by the mediator -- as expressly authorized by the Settlement Agreement.

75. The Settlement Agreement was revised to reflect the mediator's final rulings.

76. For reasons unknown, JOHNSON refused to sign the typed agreement.

77. JOHNSON conveniently claims that he disavowed litigation based on an alleged threat on his life "immediately after executing the Settlement Agreement."

78. However, the threat which JOHNSON suggests came "immediately

after” signing the settlement in August 2004 was stated by JOHNSON in his book as being received in March 2004 -- several months *before* executing the Settlement Agreement. See *Frozen*, pp. 338-342.

79. JOHNSON also stated in deposition under oath that as of the time of the deposition, April 2004, he had not received any written death threats.

80. However, the most reliable information confirming that JOHNSON believed the Settlement Agreement was confirmed and enforceable comes from his stoppage of his pay-per-view website www.FreeTed.com.

81. The website stopped publishing content disparaging Alcor in August 2004, immediately after executing the Settlement Agreement.

82. Regardless, the signed and typed agreements from August 2004 were still binding agreements because they were the final form of the agreements prepared and finalized in accordance with the plain terms of the signed Settlement Agreement.

83. It is important to note that JOHNSON executed the Settlement Agreement and agreed to be bound by its terms *after* any alleged document signed by Jerry Lemler. Thus, the document signed by Mr. Lemler (albeit procured by fraud and completely unenforceable by its terms) was cast off and superseded by the Settlement Agreement in which JOHNSON agreed not to disseminate information about ALCOR.

The Hiatus Following Settlement and Subsequent Breach

84. Subsequently, ALCOR learned that JOHNSON was attempting to publish a book based upon the confidential and proprietary information he blatantly took in violation of the Employee Handbook, the Confidentiality Agreement and the Settlement Agreement.

85. As a result, on January 26, 2009, ALCOR brought an action in the Maricopa County Superior Court of Arizona to, *inter alia*, enjoin JOHNSON's wrongful conduct and the would-be publication of a book which contained information about ALCOR, including confidential and proprietary information of ALCOR, its members and its patients ("2009 Arizona Litigation").

86. After JOHNSON failed to acknowledge service of process, failed to appear in Court and otherwise ignored the proceeding, a Default Judgment was entered in July 2009 against JOHNSON.

87. The Default Judgment, *inter alia*, barred JOHNSON from: "publishing or communicating any information about ALCOR to third parties, including but not limited to, any and all information which disparages ALCOR in any way."

88. In September 2009, it came to the attention of ALCOR that JOHNSON and BALDYGA were again intent on publishing a book about ALCOR, this time through VANGUARD. This is true despite three written documents and a court-entered Judgment preventing the dissemination of such information.

89. Needless to say, such conduct shows contemptuous disregard for

written agreements and court orders by JOHNSON, and his intention to solicit BALDYGA and VANGUARD to aid and abet JOHNSON to violate such agreements and orders, both of which became willing participants in assisting with the violation of prior agreements and Judgment.

90. As the following description of "*Frozen*" provided on Amazon.com makes plain, that book is based upon confidential and proprietary information obtained by Mr. Johnson during the course of his employment for ALCOR:

At first, the job as clinical director at Alcor Life Extension Foundation was an exciting change for veteran paramedic Larry Johnson: a well-funded research facility pushing the limits of modern biotech. But as he gained the trust of his eccentric coworkers and was promoted to acting COO, Larry was thrust into a nightmare world of scandalous controversy, gruesome practices, and deadly secrets. One secret Larry unearthed was the full, tragic, never-before-heard story of what truly happened to the body of baseball icon and American hero Ted Williams. Compelled by this and other horrific discoveries, Larry began copying documents, taking secret pictures, and ultimately wearing a wire every day at Alcor. He started living two lives--"Alcorian" by day, whistleblower by night.

91. On September 29, 2009, counsel for ALCOR received a letter from counsel for VANGUARD which made clear the intention of VANGUARD to move forward with the October 6, 2009 release date of the book -- despite knowing about the Arizona Judgment which prevents JOHNSON from facilitating himself or through third-parties the dissemination of confirmation information of ALCOR.

92. VANGUARD, which distributed more than 33,000 copies of *Frozen* (approximately half of which following its acknowledged receipt of the Default Judgment), accelerated the release date of the book to October 4, 2009, in an obvious and calculated effort to frustrate a motion by ALCOR for injunctive relief.

93. Additionally, JOHNSON has, during October 2009, appeared physically in New York County, New York, for interviews with numerous media programs, including CNN's Situation Room, CNN's Campbell Brown, the CBS Early Show, Inside Edition, the Howard Stern Show, World News Now, and ABC News Nightline.

94. In doing so, JOHNSON further violated his agreements with ALCOR, his fiduciary duties to ALCOR, and the Arizona Judgment, by further disclosing information about ALCOR, including confidential and proprietary information, member information, patient information and other details of ALCOR operations.

First Cause of Action - Breach of Agreements and Judgment

95. ALCOR repeats and realleges the allegations contained in paragraphs 1 through 94 hereof as if the contents thereof were fully set forth herein.

96. JOHNSON's unauthorized transmission of ALCOR information, including confidential information as detailed above, and the publication of that information through VANGUARD, as well as through the above-referenced media programs, constitute breaches of the Employee Handbook, the Confidentiality Agreement, the Settlement Agreement and an outright violation of the Arizona

Judgment, for which JOHNSON is liable in damages, in an amount to be determined at trial.

97. Since JOHNSON's conduct suggests that he has used ALCOR information, including confidential information, photographs and medical documents in violation of the Agreements and Judgment, which use will irreparably harm ALCOR, ALCOR is entitled to an injunction barring JOHNSON from authorizing the release of the book, or otherwise from using or disclosing any ALCOR information, including but not limited to confidential and proprietary information as described above.

Second Cause of Action - Breach of Fiduciary Duty

98. ALCOR repeats and realleges the allegations contained in paragraphs 1 through 97 hereof as if the contents thereof were fully set forth herein.

99. JOHNSON's unauthorized transmission of confidential ALCOR information, as detailed above, and the publication of that information through VANGUARD and BALDYGA, as well as through the above-referenced media programs, constitute breaches of JOHNSON's fiduciary duties to ALCOR.

100. Since JOHNSON's conduct suggests that he has used confidential ALCOR information in violation of his fiduciary duty, which use will irreparably harm ALCOR, ALCOR is entitled to an injunction barring JOHNSON from authorizing the release of the book, or otherwise from using or disclosing any confidential ALCOR information.

Third Cause of Action - Conversion

101. ALCOR repeats and realleges the allegations contained in paragraphs 1 through 100 hereof as if the contents thereof were fully set forth herein.

102. Johnson's unauthorized transmission of confidential ALCOR information, as detailed above, and publication of that information through VANGUARD and BALDYGA, as well as through the above-referenced media programs, constitute misuse of ALCOR information and materials, including confidential information and trade secrets, for which JOHNSON is liable in damages.

103. Since JOHNSON's conduct suggests that he has used ALCOR information and materials in violation of his common law obligations, which use will irreparably harm ALCOR, ALCOR is entitled to an injunction and damages barring Johnson from authorizing the release of the book, or otherwise from using or disclosing any confidential ALCOR information.

Fourth Cause of Action - Aiding and Abetting Violations of Binding Legal Documents and Court-Entered Judgment

104. ALCOR repeats and realleges the allegations contained in paragraphs 1 through 103 hereof as if the contents thereof were fully set forth herein.

105. As set forth above, VANGUARD is fully aware of the existence of the Confidentiality Agreement, the Settlement Agreement, and the Arizona Judgment.

106. BALDYGA was also aware of the existence of those Agreements and

the Arizona Judgment.

107. Notwithstanding that knowledge, BALDYGA has written and authorized the publication of, and VANGUARD has disseminated, and widely publishes and distributes, *Frozen*, in direct violation of those agreements and that judgment.

108. BLADYGA and VANGUARD continue to disseminate information about ALCOR knowing derived from JOHNSON and in willful violation of various Agreement and an Arizona Judgment.

109. Said actions constitute tortious interference with contract, as well as: concerted action misappropriation and misuse of ALCOR information, including confidential information and trade secrets; concerted action to breach JOHNSON's fiduciary duty to ALCOR; civil conspiracy to commit the tort of conversion of ALCOR information, confidential and otherwise, documents and pictures which are the property of ALCOR; and aiding and abetting the violation of a Judgment, for which BALDYGA and VANGUARD are liable in damages.

110. Since Defendants have plainly violated their common law obligations, as well as JOHNSON's contractual obligations, and clearly intend to continue doing so, which violations use will irreparably harm ALCOR, ALCOR is entitled to an injunction barring Defendants from authorizing the release of the Book, baring continued distribution, publication and sales of the Book, or otherwise from using or disclosing any ALCOR information, confidential or otherwise.

Fifth Cause of Action - Domestication of Judgment

111. ALCOR repeats and realleges the allegations contained in paragraphs 1 through 110 hereof as if the contents thereof were fully set forth herein.

112. ALCOR obtained a valid and enforceable Judgment against JOHNSON. A copy of the Injunction is attached as **Exhibit A**.

113. The Judgment has been confirmed by an Arizona court, and the Judgment is entitled to full faith and credit by this Court.

114. The Judgment prevents JOHNSON, and others, from communicating information about ALCOR to third-parties and requires the return of property to ALCOR.

115. JOHNSON has violated the Judgment, continues to violate the Judgment and will continue to violated the Judgment unless this Court provides full faith and credit to the Judgement and domesticates the Judgment in its entirety.

116. The Judgment should be enforced against JOHNSON and all others who directly or indirectly violated the Judgment of a sister court of the Unites States.

117. Full domestication of the Judgment is necessary to prevent continued and irreparable harm to ALCOR, as well as its personnel against whom a violation of the Judgment may damage.

118. JOHNSON and others have full and actual knowledge of the Judgment and have intentionally violated the Judgment to the detriment of ALCOR.

119. To the extent not already fully domesticated, the Arizona Judgment should be domesticated by this Court and given full faith and credit.

Sixth Cause of Action - Defamation

120. ALCOR repeats and realleges the allegations contained in paragraphs 1 through 119 hereof as if the contents thereof were fully set forth herein.

121. In addition to violated various written agreement and a valid Judgment, JOHNSON and BALDYGA, with the assistance of VANGUARD and others communicated false statements of fact.

122. The false statement include, but are not limited to, statements such as the following which were contained in the Book (unless specifically noted otherwise):

A. ALCOR and related persons were involved in an “international illegal drug trafficking operation” and that “people associated with Alcor had been arrested in Florida on cocaine smuggling charges.”

B. ALCOR was “Ordering Mannitol in bulk...It is, however, commonly used in the illegal drug trade as a cutting agent for heroin, methamphetamines, and other illicit drugs;” “I had seen Mannitol myself while working at Alcor in Scottsdale...”

C. “I never knew why Alcor stored Mannitol, but Detective Alan Kunzman’s informant alleged that some Alcorians had run an international cocaine smuggling venture;” “And, after working for [sic] other Alcorians, I believed they

would do anything to further their cause and to protect themselves, the self-styled saviors of humanity...”

D. “I was scared to death. I didn’t want to have them... start doing experiments on me,” implying specifically that ALCOR was capable of imminently harming JOHNSON physically. This comment was stated on national television network CNN on a program called “The Situation Room” with Wolf Blitzer.

E. ALCOR and cryonicists had a “Fortress...Ventureville in the Phoenix area” which contained “survivalist gear buried out there. Guns, bombs, medical supplies, cryonics equipment, everything they’d need to hole up prior to Armageddon and prepare for its aftermath. There were underground bunkers... surrounded by barbed wire and claymore mines;”“Buses...joined together underground. These were filled with water pumps and supplies, and the entire area was mined.”

F. “I found references to a separate, underground storage facility – a salt mine Alcor owned outside Hutchinson, Kansas... It was the kind of thing weapons manufacturers did. They would buy an abandoned salt mine in the middle of nowhere and store sensitive materials and documents inside it.”

G. “Desert locations where he believed bodies could be found. Teenage runaways and homeless people....Alcorians and David Pizer’s Venturists had kidnapped ‘people who would not be missed’ and then experimented on them until they died;” “That was a very serious and shocking allegation. However, after

having spent time with Pizer and his followers, I believed it could be true....That was one of the reasons I had wanted to stay even longer at Alcor, bugging my colleagues, to get proof of those rumored kidnappings and alleged murders.”

H. In August 2003 “Someone at Alcor posted [JOHNSON’S] picture on CryoNet.org, along with [JOHNSON’S] Scottsdale address. ”

I. JOHNSON received death threats from ALCOR or ALCOR associated individuals, as set forth at Pages 308, 342 and 370 of the Book.

J. “Alcorians [sic] actually posted physical threats against [Arizona State Representative Robert Stump] on Cryonet.org.”

K. “And then, the one time they were faced with regulation, they [i.e., ALCOR] avoided it by threatening the life of Arizona state representative who wrote the reform bill.”

L. “...I did get a solid overview of everything that normally happened during an Alcor cryosuspension. Basically, it was a total mess;” “They just went in there and sliced somebody up.”

M. “Alcor’s surgical standards were not even remotely up to those of say, your average hospital....I had never seen such a gross lack of professionalism in all my life.”

N. “There were three issues I was researching. The first was the environmental infractions that I believed Alcor employees had committed.”

O. “An incident occurred...that resulted in the dumping of waste

water on the ground behind the Alcor facility that contained human blood. I have mentioned in the past to Mr. [Charles] Platt that such disposal of biohazardous waste is a violation of federal and Arizona law and cannot be allowed to continue.”

“It didn’t bother Charles [Platt] that they were illegally dumping tainted blood and dangerous chemicals.”

P. “...[T]hey have been dumping toxic chemicals as well as AIDS and cancer-ridden blood down the drain into the public water systems and into the plant beds outside their back door -- for decades.”

Q. “I knew Alcor had no proper laboratory sinks and no emergency eyewash stations.”

R. “There weren’t many mortuaries around the country like Klockgether’s that would allow cryonicists to pump corpses full of hazardous chemicals in their basements.”

S. “The molecular structure of Alcor’s chemical solution is too big to cross the blood-brain barrier. It gets strained out like spaghetti. [W]hat this means is the secret formula Alcor claims is the key to preserving its members’ brains cannot even come in contact with the brain. Or, if it does, it can only do so by ripping the blood brain barrier to shreds.... [I]t’s terribly toxic. It’s like pouring gasoline into a brain.”

T. “But in assembling this narrative , I’ve been able to discover and piece together the details of Ted’s [Williams] surgery and subsequent freezing

inside Alcor. They seem to have been especially gruesome, barbaric, and utterly botched -- even by Alcor's minimal standards."

U. "[T]he body [of Ted Williams] was unloaded from a U-Haul truck..."

V. "Two men entered the OR dressed as surgeons, though neither was, Hugh Hixon, while a brilliant mechanical engineer, was no doctor. His counterpart, Mike Darwin, was a dialysis machine technician;" "[I]t was Darwin who obviously performed the surgery, assisted by Hugh Hixon, who also had no medical training or certification for this type of procedure."

W. "They weren't supposed to decapitate him [Williams]. Even for Alcor's amateur surgical team, this was an unfathomable blunder."

X. "The head [of Williams] was literally hanging by a thread."

Y. "In what had to be the most spectacular display of ineptitude, the perfusion tubes were accidentally knocked out and Ted's [Williams] blood poured out onto the floor."

Z. "By Alcor's own standards, the suspension of Ted Williams was a failure before he left the operating table."

AA. "The washout [of Ted Williams] had failed."

BB. "After they had had their fun, Ted's headless body was placed upside down in a steel pod, which in turn was placed inside a dewar with several other "dewar-mates" to be cooled to -321 degrees."

CC. "Instead of putting A-1949's head in the LR-40, though, Alcor placed it in the CryoStar experimental cooling machine. By Alcor's own bizarre standards, this was highly irregular."

DD. "Charles later confided in me that Alcor received the CryoStar as a gift from CCR and had never even tested it. Hugh had told me that it was never intended to be used for storing human heads.... CHARLES PLATT: ... The deal we had with Twenty-First Century [aka CCR] is we're not actually supposed to use that to put any human heads in it because they never really had time to test it very much.... We're supposed to be doing some testing on it..."

EE. "They needed [Williams] somewhere easily accessible so they could grab it and run in case they came under court order to return it to his family for the cremation Williams had requested in his will."

FF. "Hugh [Hixon] grabbed the head by the handle and shook it vigorously to dislodge the tuna can but it was, of course, frozen on...Hugh lifted his leg and executed a few off-balance kicks, his foot whiffing two feet below the head. Then he grabbed a monkey wrench, heaved a mighty swing, missed the tuna can completely and smacked the head dead center....Hugh Hixon was treating Ted Williams' head like some kind of grotesque piñata."

123. These statements were false and known to be false by JOHNSON, BALDYGA and VAGUARD.

124. While ALCOR disputes that it is a public figure, these statements were made with malice and complete disregard for their truth or veracity.

125. The foregoing statements were made with the intent to injure ALCOR in its business dealings as well as its good name and reputation.

126. These false and defamatory statements were willfully and maliciously spoken and did in fact injure ALCOR, by wrongfully accusing ALCOR of violations of law, serious criminal activity and damaging its business interests.

127. Many of the statements of JOHNSON, BALDYGA, as published by VNAGUARD, constitute defamation per se and damages are presumed.

128. The statements made about various individuals were of and concerning ALCOR, and intended to impugn the goodwill, reputation and business interests of ALCOR.

129. The statements made by JOHNSON and BALDYGA, and published by VANGUARD, interfered with the business interests of ALCOR and caused financial and non-monetary damages.

130. The injuries sustained by ALCOR and its business activities were directly caused by the Defendants' published and defamatory statements, some of which are defamation per se.

131. All statements made by the Defendants were of or concerning ALCOR.

132. Anyone reading the defamatory statements would understand that ALOCR was the target of the defamatory statements.

133. The statements made and published by the Defendants was done with the intent and purpose of injuring and discrediting ALCOR and did subject ALCOR to public ridicule and contempt, including persons who stated in the public domain that they “believed every word of it.”

134. The statements were made to a new audience intended to be seen for a first time in the book. In fact, a new audience and new readers did see and hear the defamatory statements made by the Defendants.

135. ALCOR suffered actual and special damages as a result of the defamatory statements.

Relief Requested

WHEREFORE, ALCOR requests the following relief:

- A. Damages in an amount to be determined at trial;
- B. An order enjoining Defendants from publishing, distributing or selling *Frozen*, or from otherwise using or disclosing any ALCOR information, confidential or otherwise;
- C. An order directing Defendants to take all necessary steps to prevent the sale or other dissemination of *Frozen*;
- D. An order directing Defendants to make immediate and best efforts to retrieve all copies of *Frozen* which were sent to third-parties and advise such third-parties that *Frozen* cannot be sold or given away in any format (written, electronic,

or otherwise) and further directing Defendants to return to ALCOR any information in their possession about ALCOR.

E. An order directing Defendants to place in a trust account any and all monies received or to be received by any of the Defendants in connection with the publication of *Frozen*;

F. An award of punitive damages against all Defendants, as well as the costs and attorneys' fees of this action;

G. An order domesticating the Arizona Judgment, and

H. Such other and further relief as this Court may deem just and proper.

Jury Trial Demand

ALCOR demands trial by jury on all claims so triable as a matter of right and discretion.

Dated: New York, New York
December 30, 2009

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