

EXHIBIT A

FILED
CIVIL INTAKE

2014 MAR 10 PM 3:23

JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

EDWARD J. WEGMAN, PHD,)
Plaintiff,)
)
v.)
)
JOHN MASHEY)
)
and)
)
JOHN DOE)
Defendants.)
)

Case No.: **2014 03296**

SERVE: HOLD FOR PRIVATE PROCESS SERVICE
John Mashey
4570 Alpine Road
Portola Valley, CA 94028

COMPLAINT

COMES NOW your plaintiff, Edward Wegman, by counsel, to recover damages against California resident John Mashey for tortious interference with contract and for civil conspiracy under Virginia Code § 18.2-500, for a course of conduct intended to “destroy” Plaintiff’s reputation. Upon information and belief, Edward Wegman states as follows:

JURISDICTION & VENUE

1. This Court has jurisdiction in this proceeding pursuant to Virginia Code § 17.1-513.
2. Venue is proper pursuant to Virginia Code § 8.01-261.

3. Defendant John Mashey is a nationally recognized science figure and blogger, writing regularly for “Desmog Blog,” and has reached into Virginia and the nation, creating substantial contacts, thus subjecting him to the personal jurisdiction of this court.

PARTIES

4. Edward Wegman is a resident of the Commonwealth of Virginia, residing at 9748 Thorn Bush Drive, Fairfax Station, Virginia 22039.

5. On information and belief, Defendant John Mashey is a resident of California.

FACTUAL ALLEGATIONS

6. Edward Wegman was the lead author in a 2006 report to Congress, referred to as the “Hockey Stick Report” or the “Wegman Report,” that cast serious doubt on the reliability of the statistics used by proponents of “global warming” theories of anthropogenic climate change.

7. In March of 2009, Defendant John Mashey, via the web blog Deepclimate.org performed an analysis of the Wegman Report that purported to show plagiarism by Wegman.

8. In March of 2010, based on Mashey’s writings, Raymond Bradley, of the University of Massachusetts, made a complaint to Wegman’s employer, George Mason University, alleging plagiarism in the report from one of Bradley’s textbooks.

9. Two different committees investigated the charges and no plagiarism was found.

10. Mashey has continued to post negative blogs about Wegman and co-author Yasmin Said.

11. Edward Wegman was also an editor and founder of the journal published by Wiley Reports (hereinafter, "Wiley"), known as the *Wiley Interdisciplinary Review of Computational Statistics* (hereinafter, "WIRES").

12. Edward Wegman had a contract with Wiley to edit and write for the WIRES magazine, as attached at Exhibit 1.

13. In June 2012, Wegman was notified by Wiley that Wiley wished to sever its ties with Wegman based on communications it had received (hereinafter, "the letter writing campaign") complaining of the alleged plagiarism by Wegman.

14. In June 2012, Wegman was forced to resign his position from Wiley as editor of WIRES.

15. Wegman had a current, valid economic interest in his contract with Wiley.

16. Mashey and Doe and others knew of the existence of this contract.

17. As a result of the forced resignation, Wegman lost, and will lose, future profits from the WIRES journal, as well as the ability to edit and publish, and the professional prestige and credibility such a position entails.

18. On information and belief, John Mashey, John Doe, and others conspired to orchestrate the letter writing campaign against Wegman to Wiley.

19. John Mashey, John Doe, and others used defamation and engaged in common law and statutory conspiracy to get Wegman removed from the editorial board at Wiley by the letter writing campaign.

20. None of the statements to Wiley were protected or privileged.

21. Wegman was never found to have committed plagiarism, and any such allegation is untrue.

22. John Mashey, John Doe, and others were motivated by malice, spite and ill will, all driven by a publicly expressed desire to discredit or ruin their opposition.

COUNT ONE – TORTIOUS INTERFERENCE WITH CONTRACT

23. Plaintiff reincorporates paragraphs 1 through 21, inclusive.

24. Plaintiff Wegman had a valid contract with Wiley and had expectations of continuing economic benefits.

25. Defendants Mashey and Doe knew of the contract and the continued economic expectancies.

26. Defendants Mashey and Doe intentionally interfered with the contract and the continued economic expectancies by orchestrating the letter writing campaign.

27. Defendants Mashey and Doe used improper methods to interfere with the contract and economic expectancies; namely, by committing defamation and conspiracy to injure the reputation of Plaintiff Wegman.

28. As a direct result, Plaintiff Wegman has suffered losses, namely, being forced to resign and forfeit his contract and economic expectancies.

29. Plaintiff Wegman has been injured in an amount to be determined at trial, but in any case, not less than \$100,000.00.

30. Defendants Mashey and Doe acted intentionally with ill will and malice in orchestrating the letter writing campaign.

31. Because of this malice and ill will, Plaintiff Wegman is entitled to punitive damages, and prays this court for an award of \$350,000.00.

COUNT TWO – COMMON LAW CONSPIRACY

32. Paragraphs 1 to 31 inclusive are re-alleged herein.

33. Defendants Mashey and Doe conspired to induce Wiley to breach its contract with Plaintiff Wegman through the letter writing campaign.

34. Defendants conspired intentionally and with willfulness and malice to interfere with Plaintiff Wegman's contract.

35. The Conspiracy caused damage to Plaintiff Wegman, including Wiley's breach of the contract.

36. Plaintiff Wegman has been injured in an amount to be determined at trial, but in any case, not less than \$100,000.00.

37. Because of this malice and ill will, Plaintiff is entitled to punitive damages, and prays this Court for an award of \$350,000.00.

COUNT THREE – STATUTORY CONSPIRACY

38. Paragraphs 1 through 37 inclusive are re-alleged.

39. In violation of Virginia Code Sections 18.2-499 and 18.2-500, Defendants Mashey and Doe willfully and maliciously combined and conspired to injure Defendant Wegman in his profession and reputation through the letter writing campaign to Wiley.

40. Plaintiff Wegman's professional reputation has been injured as a result of this combination, including the loss of income from the Wiley contract in an amount to be determined at trial, but no less than \$100,000.00.

41. Plaintiff Wegman prays this Court for treble damages in accordance with Virginia Code §18.2-500.

42. Plaintiff Wegman prays this court for reasonable attorney fees in accordance with Virginia Code §18.2-500.

WHEREFORE, your Plaintiff Edward Wegman prays this Court for damages against the Defendants for tortious breach of contract, for common law conspiracy and for statutory conspiracy, for treble damages as permitted by statute, for reasonable attorney fees as permitted by statute, and for any such other relief as this Court deem meet and fit.

Respectfully Submitted,

Edward J. Wegman
By counsel

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