

NATURE OF CLAIMS, JURISDICTION AND VENUE

3. This is an action for slander *per se* and libel *per se* arising under the laws of the State of New Jersey.

4. Defendant Baxley regularly and systematically conducts business in the State of New Jersey and within this Judicial District by providing legal services to clients located within this Judicial District.

5. Defendant Baxley's actions, which gave rise to the claims alleged within this complaint, occurred within the State of New Jersey and this Judicial District.

6. Defendant Baxley communicated slanderous and libelous statements concerning the Plaintiff to persons and entities located within the State of New Jersey and within this Judicial District.

7. Defendant Baxley's actions, which gave rise to the claims alleged within this complaint, were directed to, and caused harm to Plaintiff, a person residing and working within the State of New Jersey and this Judicial District.

8. Plaintiff Joseph Murray and Defendant Charles E. Baxley are citizens of and reside in different states.

9. The amount in controversy in this legal action exceeds the sum or value of \$75,000, exclusive of interest and costs.

10. Jurisdiction of this Court is founded upon 28 U.S.C. section 1332(a)(1).

11. Venue is proper in this Court pursuant to 28 U.S.C. section 1391(b)(2), because a substantial part of the events or omissions giving rise to the claims occurred within this Judicial District.

FACTS COMMON TO ALL CLAIMS

12. Plaintiff Joseph Murray is an attorney at law admitted to practice to, and in good standing with, the bars of the States of New Jersey and New York.

13. For twenty six (26) years, from approximately 1993 to mid-June 2019, Plaintiff was employed continuously by the New York law firm Charles E. Baxley, P.C., initially as a law clerk and, after graduating with honors from the University of Maryland law school in May 1993, as an intellectual property attorney.

14. For all of the twenty-six (26) years referred to in paragraph 13 of this complaint, the Charles E. Baxley, P.C. law firm conducted business under a trade name Hart, Baxley, Daniels & Holton.

15. The Charles E. Baxley, P.C. law firm is currently located at 90 John Street, New York, New York.

16. For all of the twenty-six (26) years referred to in paragraph 13 of this complaint, Defendant Baxley was the sole owner and president of the Charles E. Baxley, P.C. law firm.

17. Defendant Baxley is eighty-eight (88) years old.

CLAIM FOR RELIEF
SLANDER *PER SE*

18. Plaintiff Joseph Murray repeats and realleges the allegations set forth in paragraph 1 through 17 above, as though fully set forth herein.

19. This cause of action is for slander *per se* under the laws of the State of New Jersey.

20. At a Christmas party held on Christmas Day 2018 at Plaintiff's home in New Jersey, Attorney Baxley accused Plaintiff of being a "thief" who was "stealing" from Defendant Baxley.

21. At said Christmas party, Defendant Baxley accused Plaintiff of the crime of theft by stealing the shoes of Defendant Baxley's eldest son and "tricking" his son to "go to the law library".

22. The allegations of criminal theft made by Defendant Baxley against Plaintiff were communicated verbally by Defendant Baxley were made in the presence of approximately 15 people.

23. Upon information and belief, Defendant Baxley also has communicated verbally to clients, former clients and service providers of the Charles E. Baxley, P.C. law firm that Plaintiff had been terminated from the law firm for stealing property of value.

24. Upon information and belief, Defendant Baxley communicated verbally at a meeting held during August 2019 and attended by Mr. James Catallo that Plaintiff had been terminated from the Charles E. Baxley, P.C. law firm for stealing property of value from Defendant Baxley.

25. The accusations of criminal activity made by Defendant Baxley against Plaintiff at the December 25, 2018 Christmas party and at the August 2019 meeting with Mr. Catallo were false.

26. The statements made by Defendant Baxley against Plaintiff at the December 25, 2018 Christmas party and at the August 2019 meeting with Mr. Catallo tend to lower the Plaintiff's reputation in the estimation of the community or deter third persons from associating with Plaintiff.

27. Plaintiff has suffered damage as a result of slanderous statements communicated by Defendant Baxley to third persons.

28. Defendant will continue to commit slander against Defendant unless and until he is enjoined by this Court. Plaintiff has been and is likely to continue to be injured unless Defendant is enjoined. Plaintiff has no adequate remedy at law.

CLAIM FOR RELIEF
LIBEL PER SE

29. Plaintiff Joseph Murray repeats and realleges the allegations set forth in paragraphs 1 through 28 above, as though fully set forth herein.

30. In a written communication dated July 1, 2019 to Ms. Elizabeth Landes de Neale, annexed hereto as Appendix “A” and incorporated herein by reference, Defendant Baxley stated that Plaintiff “could not get Law work, so [he] made a mistake of hiring him.”

31. The statement by Defendant Baxley regarding Plaintiff’s inability to get law work was false.

32. The statement by Defendant Baxley regarding Plaintiff’s alleged inability to get law work communicated to the recipient that Plaintiff is not qualified to practice as an attorney.

33. In the letter of July 1, 2019 to Ms. de Neale, Defendant Baxley stated further that Plaintiff’s “ego and ignorance made it imperative to get rid of him finally.”

34. The statement set forth in paragraph 33 of this complaint was false.

35. The statement by Defendant Baxley regarding Plaintiff’s alleged ignorance communicated to the recipient that Plaintiff is not qualified to practice as an attorney.

36. In a written communication dated June 26, 2019 to an attorney named Mr. Hongliang MA, annexed hereto as Appendix “B” and incorporated herein by reference, Defendant Baxley stated that Plaintiff “had no job when he graduated from a Law School”.

37. The statement by Defendant Baxley referenced in paragraph 36 of this complaint was false.

38. In the June 26, 2019 letter to Mr. MA, Defendant Baxley stated that Plaintiff had an ego, was lazy, was bossy, was absent frequently, was over attentive to female associates and clients, was disloyal, and was insubordinate.

39. The statement by Defendant Baxley referenced in paragraph 36 of this complaint was false.

40. In the June 26, 2019 letter to Mr. MA, Defendant Baxley stated that Plaintiff had spread a lie that [he] had lost [his] sanity.

41. The statement by Defendant Baxley referred to in paragraph 40 of this complaint was false.

42. In a written communication dated September 19, 2019 to Mr. Bernardo de la Vega, annexed hereto as Appendix "C" and incorporated herein by reference, Defendant Baxley stated that Plaintiff verbally was smearing mud on the reputation of Defendant Baxley's law firm and on Defendant Baxley personally.

43. The statement by Defendant Baxley referred to in paragraph 42 of this complaint was false.

44. In the September 19, 2019 letter to Mr. de la Vega, Defendant Baxley stated that Plaintiff was fired from Defendant's law firm for "insubordination to me" and for what Defendant's law firm considers "verbal mud."

45. The statement by defendant Baxley referred to in paragraph 44 of this complaint was false.

46. In the September 19, 2019 letter to Mr. de la Vega, Defendant Baxley stated that Plaintiff is not admitted to the "Bar of the United States Patent and Trademark Office" and that

Defendant's law firm was negotiating to replace Plaintiff with an "Intellectual Property Lawyer" who is admitted to said bar organization.

47. Upon information and belief, there is no attorney bar organization called the "Bar of the United States Patent and Trademark Office."

48. The statement by defendant Baxley referred to in paragraph 46 of this complaint was false when made or made with reckless disregard for its truth.

49. In the September 19, 2019 letter to Mr. de la Vega, Defendant Baxley stated that Plaintiff had a brief partnership with attorney Paul Gregory which hastened to an end.

50. The statement by defendant Baxley referred to in paragraph 49 of this complaint was false.

51. In the September 19, 2019 letter to Mr. de la Vega, Defendant Baxley stated that Plaintiff sold "primarily to women."

52. The statement by defendant Baxley referred to in paragraph 51 of this complaint was false.

53. From approximately June 2019, Plaintiff Joseph Murray has been insured under a malpractice policy of insurance underwritten by CNA Financial Company. Said policy of insurance includes an endorsement for intellectual property attorneys.

54. During the majority of time that Plaintiff was employed at Baxley law firm, Plaintiff also was insured by a malpractice policy underwritten by CNA Financial Company.

55. Upon information and belief there are approximately three (3) insurance underwriters that issue attorney malpractice policies covering intellectual property attorneys practicing in the United States.

56. Upon information and belief malpractice insurance for intellectual property attorneys is considered to be excess lines coverage due to the relative risk and costs associated with claims historically made against intellectual property attorneys.

57. Upon information and belief, Jamison Insurance Group of New Jersey is the only insurance agent that represents CNA Financial Company in the issuance of malpractice policies that include an endorsement for intellectual property law.

58. Plaintiff's insurance agent is Jamison Insurance Group.

59. For approximately twenty (20) years during Plaintiff's employment at the Defendant Baxley's law, Plaintiff Joseph Murray and Defendant Charles Baxley were the only attorneys insured under the law firm's malpractice policy underwritten by CNA Financial Company.

60. During said approximately twenty (20) year period, upon information and belief, Jamison Insurance Group served as insurance agent to the Charles E. Baxley, P.C. law firm.

61. In a written communication from Defendant Baxley to Ms. Wanda Robinson, Vice President of the Jamison insurance agency, annexed hereto as Appendix "D" and incorporated herein by reference, Defendant Baxley stated that Plaintiff had teamed with another attorney to "divert thousands of dollars for their own use in performing Intellectual Property services for the Firm's Clients in what may be embezzlement or some other violation of law."

62. The statement by defendant Baxley referred to in paragraph 61 of this complaint was false when made or made with reckless disregard for its truth.

63. The written statements made by Defendant Baxley referred to in paragraphs 30, 33, 36, 38, 40, 42, 44, 46, 49, 51 and 61 of this complaint tend to lower the Plaintiff's reputation in the estimation of the community or deter third persons from associating with Plaintiff.

64. The written statements made by Defendant Baxley referred to in paragraphs 30, 33, 36, 38, 40, 42, 44, 46, 49, 51 and 61 of this complaint were knowingly false when made by the Defendant or were made with reckless disregard for their truth.

65. The written statements made by Defendant Baxley referred to in paragraphs 30, 33, 36, 38, 40, 42, 44, 46, 49, 51 and 61 of this complaint describe a character or reputation of Plaintiff that is incompatible with the proper exercise of Plaintiff's lawful business, trade, or profession as an attorney at law.

66. The written statement made by Defendant Baxley referred to in paragraph 61 of this complaint alleged that Plaintiff had committed criminal activity.

67. Plaintiff has suffered damage as a result of libelous statements communicated by Defendant Baxley to third persons.

68. Defendant will continue to commit libel against Defendant unless and until he is enjoined by this Court. Plaintiff has been and is likely to continue to be injured unless Defendant is enjoined. Plaintiff has no adequate remedy at law.

JURY DEMAND

69. Plaintiff Joseph Murray demands a jury trial.

WHEREFORE, plaintiff Joseph Murray demands judgment:

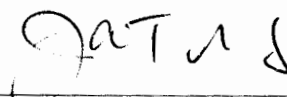
- a. Preliminarily and permanently enjoining Defendant Baxley from communicating and publishing slanderous and libelous statements against Joseph Murray;
- b. Requiring Defendant Baxley to pay to Plaintiff presumed damages as a consequence of Defendant Baxley's wrongful acts set forth in this complaint;
- c. Requiring Defendant Baxley to pay to Plaintiff punitive damages as a consequence of Defendant Baxley's wrongful acts set forth in this complaint;

d. Granting such other and further relief as this Court deems just and proper.

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

Dated: September 23, 2019
Florham Park, New Jersey

Respectfully submitted,



Joseph T. Murray
Pro Se

195 Columbia Turnpike – Suite 125
Florham Park, New Jersey 07932

Tel. (646) 690-1950
e-mail: jtm@twillmurray.com