

United States District Court Northern District of California

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Case Number: CV 16 5142
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Judge: Howard R. Lloyd

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Rhawn Joseph }

Plaintiff }

v }

National Aeronautics and Space }

Space Administration (NASA), }

Ingram Industries Inc., }

Ingram Content Group, }

Lightning Source Inc., }

Does 1-100, }

Defendants }

_____}

COMPLAINT FOR DECLARATORY AND
INJUNCTIVE RELIEF
Constitutional Rights and Public Trust Action
(28 U.S.C. § 1331)
VIOLATIONS OF THE PUBLIC TRUST DOCTRINE,
VIOLATIONS OF PLAINTIFF'S FIRST, FIFTH, NINTH,
AND FOURTEENTH AMENDMENT RIGHTS.

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INTRODUCTION

I. NASA's Dangerous Plan to Transport Martian Specimens to Earth: Life on Mars, Death Threats, Harassment, Defamation, Censorship

1. For nearly fifty years, NASA and the government of the United States of America, have known that exposure to extraterrestrial microbes and viruses could result in catastrophic consequences, ranging from plague to mass extinctions, and those exposed should be isolated and quarantined (see: Title 14, Section 1211 of the Code of Federal Regulations). Hence, in 1964, after three very famous scientists, Claus, Nagy, and Urey, published peer reviewed evidence of fossilized extraterrestrial bacteria embedded in meteorites, some older than this solar system (Claus and Nagy, 1961; Nagy et al, 1962, 1963), and given plans to put men on the moon, NASA lobbied to have a federal law passed which gave NASA administrators the power to hide and deny any evidence of extraterrestrial life, and to secretly arrest, quarantine, and confine, without benefit of due process, anyone who has "(2)Touched directly or been in close proximity to (or been exposed indirectly to) any person, property, animal or other form of life or matter who or which has been extra-terrestrially exposed." "(c) Quarantine means the detention, examination and decontamination of any persons, property, animal or other form of life or matter whatever that is extra-terrestrially exposed, and includes the apprehension or seizure of such person, property, animal or other form of life or matter whatever." (Title 14, Section 1211 of the Code of Federal Regulations).

2. The relevance and importance of Title 14, Section 1211 is pertinent to this action currently before the Court, as NASA is planning on transporting Martian specimens to this planet (See http://www.nasa.gov/pdf/691580main_MPPG-Integrated-v13i-Summary%20Report-9-25-12.pdf), However, despite three lines of evidence, much of it from NASA scientists, that **A)** bacteria flourished on Mars millions and billions of years ago (Mckay et al 1996, 1997); **B)** and bacteria continue to thrive and reproduce on Mars (Levin & Straat, 1976, 1979), and **C)** the conclusions of dozens of university experts in biology who judged that specimens photographed on Mars by NASA, resemble fungi, and are likely living organisms (Joseph 2016a); despite all this evidence and more, NASA denies there is life on Mars and falsely claims there is no risk of contagion and no need for public oversight or concern.

3. The language of Title 14, Section 1211, re: secrecy, deniability, violation of due process, predated the discoveries of Claus, Urey, and Nagy by almost fifteen years, and can be

found in classified military documents, including Joint Army-Navy-Air Force Regulation number 146 which made it illegal to admit, reveal or acknowledge the existence of extraterrestrial life. These orders apply to NASA--a civilian agency by law--which nevertheless serves the military (Section 203 (b) (12) National Aeronautics Space Act. 1958; David, 2015), and whose administrators include and have included numerous military officers and generals including the director of NASA Ames Research Center, General Pete Worden who has control over research on extraterrestrial life.

4. Because of military regulations requiring denial, and due to the large number of military officers in position of power at NASA, although the threat of extraterrestrial contamination was officially recognized by the U.S. government in the early 1960s (and codified by law that same decade), NASA was at the same time forcefully denying the evidence and conducting a vicious campaign of harassment, intimidation, and defamation to destroy the reputations of Claus, Nagy, and Harold Urey who had won the Noble Prize in chemistry in 1934. In the 1950s, Urey had become a hero in the halls of science when he and his student Stanley Miller produced over 20 amino acids, the building blocks of life, in an experiment designed to recreate some of the chemical conditions of Earth early in its history (Miller & Urey, 1959). Despite the numerous prestigious honors and prizes, in the 1960s, when Urey, Claus, and Nagy, reported evidence of biological residue and fossilized extraterrestrial bacteria and algae within ancient meteors, NASA called the three scientists "frauds", tried to force them to recant and disavow their discoveries, and repeatedly sought to impugn, discredit, and destroy these men (NASA Grant NsG-366). NASA insisted the microfossils were "a deliberate hoax" due to "deliberate contamination" and repeatedly called these men "frauds" (see Anders et al. 1964).

5. In 1976-1977, it was announced that NASA's Mars' Viking life detection instrument, known as the Labeled Release Experiment, yielded positive results and thus evidence of Martian microbes at Chryse Planitia and Utopia Planitia, the two Viking landing sites on Mars (Levin and Straat, 1976, 1979). Signs of biological activity included evidence that Martian microbes were rapidly multiplying. Specifically, the Viking LR experiment involved taking a sample of Martian soil and adding a nutrient that contained radioactive carbon. The purpose was to detect the presence of radioactivity in the gasses released--an indication of biological activity. A control experiment treated a second sample that had been sterilized. In every experiment conducted, positive results were obtained from the unsterilized sample, and

negative results were obtained for the sterilized sample. Thus, the LR experiment provided evidence that there was life on Mars and the results were announced to the world. This was later followed by a second announcement by NASA administrators and military officers who denied the evidence and claimed there was no life on Mars--much to the astonishment of lead investigator Gil Levin who'd spent ten years developing the experiment.

6. In 1996-1997, David McKay and his team published several studies providing evidence of microfossils and considerable biological activity in 3 meteors from Mars--Sherotty, Nakhla, and ALH 84001 (McKay et al. 1996, 1997). Some of the microbial fossils resembled Earth bacteria in the process of reproducing--which is also what the 1970s Viking experiments demonstrated. Some of the biological excreta and micro-fossils discovered by McKay and his team, were found in a 1.3 billion year old Martian meteorite which fell to Earth near Nakhla, Egypt, and nanofossils and more biological residue were found in a 165 million-year old Martian meteorite that fell near Shergotty, India. The biological evidence presented by McKay and his team, therefore, indicates that microbes had been living and multiplying on Mars for billions of years and as recently as 165 million years ago. In response NASA funded a smear campaign to undermine and humiliate McKay and discredit these discoveries and flooded the media with bogus criticism to convince the public there was never any life on Mars.

7. In 2002, NASA scientist Carol Stoker believed her experiments detected chlorophyll on Mars, which supports the likelihood of life; and in 2005 Stoker found "methane signatures and other signs of possible biological activity" on Mars, discussed these discoveries with numerous colleagues, and submitted her findings to the journal Nature. However, as explained by Dr Gil Levin and others, NASA threatened to take away her funding, and forced her to withdraw the paper and disavow her findings--which she did. NASA also officially denied her findings and insisted there was no evidence for life on Mars (http://www.nbcnews.com/id/6994667/ns/technology_and_science-space/t/nasa-rejects-claims-about-life-mars/#.V8THpZOANBc).

8. In 2011, when the Journal of Cosmology (JOC) published NASA scientist Richard Hoover's discoveries of microfossils in several meteors, an enraged NASA unleashed a torrent of invective, and libeled and defamed JOC, whereas Richard Hoover was threatened with death by NASA and the death threat was posted on the NASA website and widely publicized. Hoover reported that angry NASA administrators even came to his home and tried to bully him into

withdrawing his paper.

9. In 2012, John Grotzinger NASA's Mars rover project scientist, excitedly announced a major discovery on Mars by the rover Curiosity, which he described to the world's media as "earthshaking news." "This data is gonna be one for the history books," he said, and promised a full report which many believed would confirm there is life on Mars. Instead, Grotzinger was silenced by NASA, and no report was issued and nothing more was said about this "earthshaking" discovery other than to claim there had been no discovery.

10. Normally, NASA controls the scientific community by threatening to take away their funding, and by destroying their reputations through ridicule and condemnation. However, if threats to funding are not sufficient, or if the scientist is self-funded, and as will be detailed in the present case, NASA resorts to harassment, intimidation, defamation, death threats, and direct assaults on the First Amendment, including engaging in tortious interference to eliminate the source of the funds which pay for the research--which is what NASA did to this Plaintiff.

11. In April and May of 2016, when **A)** NASA learned that Plaintiff Dr. Rhawn Joseph and the scientific journal, Cosmology at Cosmology.com were planning a Life on Mars study seeking a consensus among the world's experts as to the likelihood of life on Mars in the form of fungi, lichens and algae, **B)** the Cosmology website was subject to repeated hacking attacks and files were destroyed by the hacker; **C)** Plaintiff was repeatedly followed and harassed, his property vandalized, and an attempt was made on his life. **D)** Penelope Boston, NASA's new Director of Astrobiology (headquartered at NASA Ames which is controlled by the military), emailed the "Journal of Cosmology people" an outrageously defamatory letter attacking the Plaintiff and his planned Mars' Life study and used language such as "mentally ill" and "delusions." And she warned the staff of Cosmology, they should not to be involved or associated with the Plaintiff or the study which was to be launched in a few days: "If you are associated with this person, then I think that is very unfortunate. Regards, Penny Boston."

12. The harassment of Plaintiff, by NASA was continual and frightening. Nevertheless, despite these attacks, Plaintiff's Life on Mars study went forward with 70 experts in biology and geology, faculty at accredited universities--with 40 of them identified by their universities as experts in fungi--participating (Joseph 2016a). The majority of these experts identified numerous Martian specimens photographed by NASA's Mars' rovers, as "fungi" and as having a "low to high probability of being alive" or as being alive. The results were highly statistically

significant beyond the .001 level--which means that the experiment could be performed thousands of times and the same results could be expected: the experts believe there is life on Mars. After the study was published, Plaintiff continued to be harassed by NASA, the Cosmology website continued to be hacked and Plaintiff's life on Mars article, along with Richard Hoover's article, were deleted by the hacker. And then on July 7, 2016, Plaintiff's book publishing company was subject to tortious interference by NASA and put out of business after it was revealed by bloggers that book sales fund Plaintiff's research.

13. NASA has ignored, censored, suppressed, and lied about the evidence, and sought to terrorize and silence this Plaintiff, not just because of military orders requiring denial, but because NASA intends to transport invaluable and extremely dangerous Martian organisms to Earth so as to harvest their invaluable Martian genes. These Martian organisms and their genes will become the most valuable and most sought after property on Earth; and the most dangerous due to contamination; which NASA admits, cannot be completely prevented as stated on the Mars sample return website (<http://mars.nasa.gov/programmissions/missions/missiontypes/samplereturns/>): "...Once the rover has its samples, they will be placed in a small spherical container weighing a few kilograms. *To increase* our ability to bring back samples untainted with Earth materials..." (italics added).

14. And then, despite all the evidence for past and present life on Mars, NASA then assures the public: "... it is *highly unlikely* that living organisms will be found on the samples...." and thus no reason for public oversight or concern. This is an incredibly dangerous lie.

15. NASA displays "willful ignorance" and "deliberate indifference" to the evidence for life on Mars and the dangers, not just because of military orders. NASA knows an informed public might panic at the prospect of Martian plagues and diseases, and the effect of Martian organisms on crops, trees, and the environment. NASA wishes to avoid any public hysteria, or oversight or interference by elected officials who will rightfully fear contagion and may cancel NASA's plans. Thus, NASA lies, ignores, impugns, censors and suppresses the evidence of life on Mars even when its an "earthshaking" discovery made by NASA's project manager for the Mars rover, or the expert opinion of dozens of experts on the faculty of accredited universities.

16. The fact is, any Martian samples returned to Earth will undoubtedly include Martian organisms that have been identified as fungi by dozens of experts (Joseph 2016a). And, as deduced from the work of McKay, Levin, and others, these sample will contain Martian

viruses, Martian bacteria, and perhaps Martian pathogens which could attack the microbes, and plants and trees which produce the air we breath, and sicken and kill innumerable life forms on this planet, including humans.

17. NASA's conduct and plans are a direct assault on the Public Trust Doctrine secured by the 9th Amendment and case law. In the case of the *United States v. Beebe*, 127 U.S. 338, 342 (1888), it was concluded: "The public domain is held by the government as part of its trust. The government is charged with the duty, and clothed with the power, to protect it . . . and... all the people as the beneficiaries of the trust." Instead, NASA displays "willful ignorance" and "deliberate indifference" to the dangers to environment, and animal and human life; and NASA lies in order to avoid any oversight by elected officials.

18. NASA is also in violation of the Due Process Clause which protects fundamental rights and liberties which are "deeply rooted in this Nation's history and tradition...so rooted in the traditions and conscience of our people as to be ranked as fundamental" (*Moore*, 431 U.S. at 503; *Snyder v. Massachusetts*, 291 U.S. 97, 105 (1934), and "neither liberty nor justice ... implicit in the concept of ordered liberty... would exist if they were sacrificed" (*Palko v. Connecticut*, 302 U.S. 319, 325, 326 (1937)).

19. When Martian samples containing bacteria and fungi escape or are sold or stolen (which is what befell most of the samples retrieved from the moon), our entire planet, its biosphere, life on Earth, may be contaminated, and even metals and non-metals, the infrastructure of civilization, may be destroyed by toxins secreted by these organisms--dangers which are well known and referred to as horizontal gene transfer, plague, and bio-corrosion.

A. Life on Mars: Martian Fungi Identified by Experts

20. NASA is lying. The Martian specimens photographed by the NASA rovers have been identified by dozens of experts on the faculty of accredited universities as likely representing living organisms, including fungi which NASA photographed growing out of the ground, shedding their outer skins, and sporing (see: <http://cosmology.com/LifeOnMarsStudy2.html>). It is specimens identical to these, which NASA intends to transport to Earth:



Figure 1: Martian fungi growing alongside rocks, and identified by Biologists and Geologists, as having a high probability of life. From Joseph, 2016, "A Low to High Probability of Life on Mars."



Figure 2: Dozens of Experts identified these very small and numerous Martian mushroom-shaped specimens as fungi; which are quite numerous and growing in every direction. From Joseph, 2016, "A Low to High Probability of Life on Mars."



Figure 3: Dozens of Experts identified these Martian specimens as fungi (mushrooms); from Joseph, 2016, "A Low to High Probability of Life on Mars." NASA claims these mushrooms are just unusually shaped rocks, even though rocks with these shapes have never been observed on Earth.

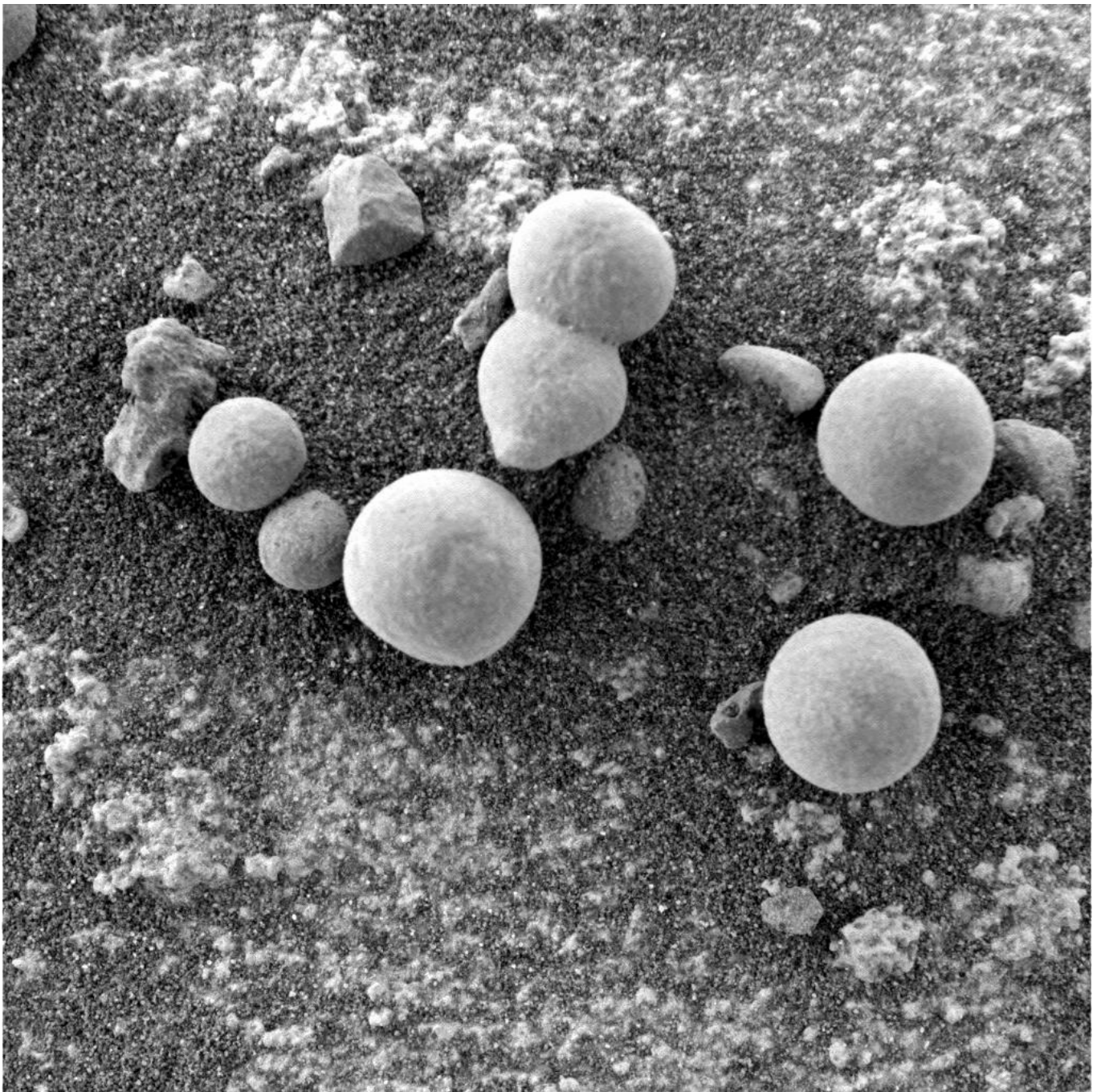


Figure 4: Dozens of Experts identified these Martian specimens as living organisms in the process of sporing and which have already spored as evidenced by the fluffy white material littering the surroundings. From Joseph, 2016, "A Low to High Probability of Life on Mars."

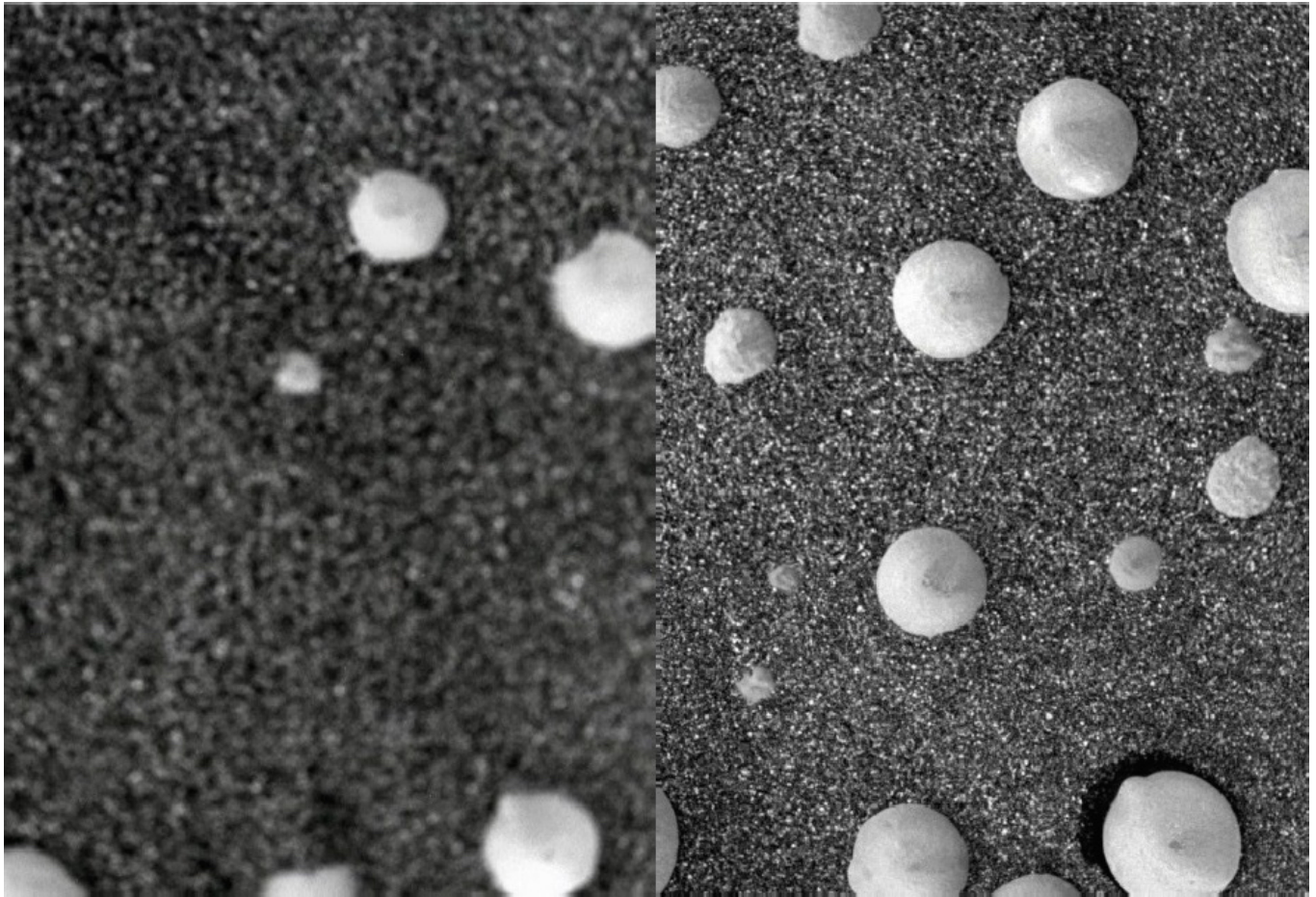


Figure 5: Before and After Photos taken days apart, showing Martian "puff ball" shaped fungus growing up out of the ground. From Joseph, 2016, "A Low to High Probability of Life on Mars." NASA claims these are just "rocks" which mysteriously grow out of the ground, even though no such "rocks" have ever been observed on Earth. Only living organisms can rapidly grow out of the ground and then shed spores.



Figure 6: "Puff ball" shaped Martian fungus growing up out of the ground and shedding skins and spores. From Joseph, 2016, "A Low to High Probability of Life on Mars. NASA claims these biological specimens are just "rocks." But there are no natural rocks on Earth which resemble mushrooms or puff balls. And there are no rocks on Earth which rapidly grow up out of the ground, and then shed an outer skin and release spores which litter the ground. NASA's explanation is absurd. By contrast, there are numerous examples of fungi growing on Earth, which closely resembles their Martian counterparts.

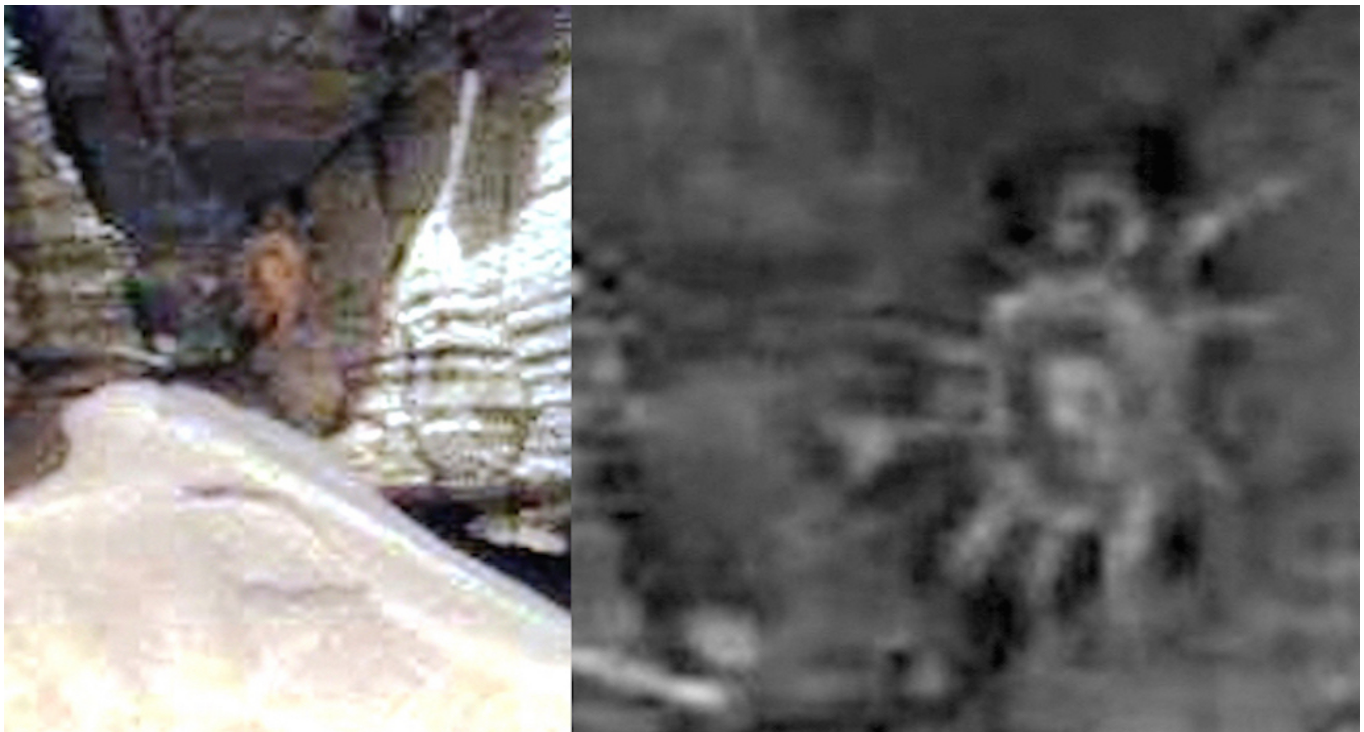


Figure 7: A multi-tentacled specimen photographed by the Mars rover and identified by geologists as have a low to high probability of life.

B. Dangerous Fungi Found Outside the Mir Space Craft: The Threat to Earth

21. Martian fungi pose a significant danger to life on Earth. Consider: "mutated" fungi have been found on the outside windows of the Mir space station. These fungi have been described by Russian scientists, including microbiologist Natalia Novikova, as "dangerous," "disturbingly aggressive," and proved capable of corroding even the outside of the Mir's titanium quartz enamel encased windows. These fungi could eat metal. Novikova concluded that these fungi were too "dangerous" and too "virulent" to transport back to Earth, as there were fears they may combine with Earthly fungus creating a super fungus which "could wreck havoc" on this planet (Cook, Boston Globe, 10/1/2000).

22. On Earth, it is well known that various forms of fungi and bacteria such as sulphur reducing bacteria and chemoautorophs, can corrode or digest metal, wood, rubber, plastic, and so on---referred to as "bio-corrosion", "bacterial corrosion" and "biodeterioration" (Javaherdashti 2010; Little & Ray 2002). The fungi discovered outside the Mir space station was actively eating the spacecraft from the outside in, and the inside out. Moreover, it has been established that fungi will contaminate and decompose hydrocarbons, a component of fuel, which enables fungi to destroy engine parts, including carbon steel, aluminum, and other metals.

23. In an unclassified report by the Naval Research laboratory, by B. J. Little and R. I. Ray (2002), biodeterioration due to fungi was documented for the following materials: "cellulosics (paper, composition board and wood); photographic film; polyvinyl chloride films; sonar diaphragm coatings; map coatings; paints; textiles (cotton and wool); vinyl jackets; leather shoes; feathers and down; natural and synthetic rubber; optical instruments; mechanical, electronic and electric equipment (radar, radio, flight instruments, wire strain gages, helicopter rotors); hammocks; tape; thermal insulation; brick masonry, marble, sandstone and concrete; and museum valuables and glass."

24. The fungi of Earth are already dangerous; and this is why, Russian scientists refused to transport to Earth the "dangerous" and "disturbingly aggressive" fungi discovered on the outside surface of the Mir as there were fears they may combine and exchange genes with the fungi of Earth and "wreck havoc" on this planet (Cook, Boston Globe, 10/1/2000).

25. By contrast, NASA has displayed a "deliberate indifference" and "willful ignorance" to the dangers, and instead lies to the public and terrorizes the scientific community into silence.

C. Martian and Predatory Fungi

26. Predatory fungi on Earth can infect, invade, and eat a living insect, fish, or amphibian from the inside-out and sprout from inside the living victims' heads (see Watkinson et al., 2016). Fungi also attack the human body, damaging the heart, lungs, liver, hands, toes, skin... conditions known as mycoses, and which is followed by gangrene as the body rots.

27. If Martian fungi--which may be super-fungi given how they adapted to the harsh conditions of Mars--are transported to Earth (while simultaneously being exposed to mutagenic radiation during the journey) and just a few spores escaped, or infected a technician, or samples were illegally sold or stolen --which is what happened to many of the moon rocks as determined by NASA's Inspector General (Office of Inspector General, NASA 2011); the consequences may be catastrophic.

D. Martian Samples Will Contain Fungi and Billions of Martian Microorganisms

28. NASA claims its plans are to retrieve samples of Martian soil and sand. On Earth, it has been demonstrated that a single handful of wet sand contains over 10,000 organisms and billions of bacteria and viruses. In a single square millimeter on the surface of a grain of sand, there might be as many as 259,000 bacteria. In fact, a million bacterial cells take up about as much space as a single grain of sand. Moreover, viruses accompany bacteria on a ratio of 10

to 100 viruses for each bacteria. If they have food, bacteria continually reproduce, divide, multiply, and its offspring do the same, creating multiple layers and colonies which are doing the same. NASA's own scientists found evidence of rapid bacterial reproduction on Mars and in Martian meteorites. NASA knows the risks, which is why they lie about it.

29. NASA intends to bore holes deep into the Martian surface and transport to Earth what they find. On Earth, the vegetative part of a fungus grows beneath the surface and can infiltrate large volumes of soil, sand, and rocks with tentacles know as "mycelium" --a mass of branching, thread-like hyphae that grow above and beneath the surface and sprout additional fungi (Watkinson et al, 2016). Moreover, fungi feast on bacteria, and the Viking experiments indicates that bacteria thrive on Mars, whereas dozens of experts in fungi, have identified specimens on Mars as resembling fungi, some in the process of sporing. Therefore, any samples from Mars will undoubtedly contain bacteria and viruses, and most likely fungi as well. And during the transfer from Mars to Earth, these bacteria, viruses and fungi, will be exposed to massive amounts of radiation, likely creating mutations and mutated fungi as dangerous as those discovered growing on the outside of the Mir space station--fungi so perilous, the Russians decided against transferring these organisms to Earth.

30. Despite all this evidence, NASA continues to claim there is no need for the public to be worried or to concern itself about the Mars' sample return project, because "... it is highly unlikely that living organisms will be found on the samples...." This is an incredibly dangerous lie and reflects "willful ignorance" and "deliberate indifference" which "shocks the conscience" (Porter v. Osborn, 546 U.S. 1131, 1137 (9th Cir. 2008); L.W. v. Grubbs, 92 F.3d 894, 896 (9th Cir. 1996).

31. Fact is, NASA's own scientists, and 40 experts in biology, have already proven NASA is wrong; and the consequences of NASA's "willful ignorance" and "deliberate indifference" could be contagion, disease, plague, and a sixth mass extinction--which in turn are a violation of the **A) Public Trust Doctrine** and **B) Constitutional guarantees of Due Process**.

II. Bacteria, Viruses From Europe Killed 90% Of The Peoples Of Mexico And Central/ South America.

32. The peoples of Earth, and in fact, all forms of Earthly life, will have absolutely no biological immunity or resistance to Martian bacteria, viruses and pathogens which NASA intends to transport *from one planet to another*. Consider: When European viruses and bacteria

were *transported from one continent to the other* in the 1500s, the result was almost a total eradication of the native population in the Americas. Having never been exposed before to these pathogens, the natives had absolutely no biological resistance and no immunity to the bacteria and viruses the Spanish carried with them when they crossed the Atlantic ocean.

33. It has been estimated that the population of central Mexico was approximately 25 million people in 1519 and that over 33% were sickened and infected by these pathogens and perished within the first few days and weeks after the Spaniards arrived. By 1600, the native population had been reduced from 25 million to 1 million; a 96% drop in the population--a direct consequence of these foreign pathogens (see *Journal of Interdisciplinary History*, XXIV:1, Summer 1993, 1-29; Hays, J.N. *Epidemics and Pandemics*. Santa Barbara, California: ABC CLIO. 2006 82-83).

34. NASA will be transporting bacteria and viruses, not from one continent to another, but from one planet to another. And, Martian fungi, which, once on Earth, will spore and germinate, become "dangerously aggressive" and which may be impossible to eradicate once they infect technicians, and are "lost," "misplaced," sold, or stolen.

III. The Missing Moon Rocks: Martian Specimens Will Be "Lost" And "Stolen" Upon Arriving On Earth

35. NASA refers to how NASA handled the moon rocks as proof that NASA can be trusted with Martian samples. However, NASA's Inspector General determined that NASA's conduct in regard to the safekeeping of the moon rocks, retrieved during the Apollo missions, was shockingly unprofessional and wrought with fraud, theft, lies, and cover-ups (Office of Inspector General, NASA 2011). Public records and photographic evidence (Joseph, 2016b; King, 1989) proves NASA failed to properly quarantine these lunar rocks, and upon their arrival on Earth, allowed many of the moon rocks to be openly displayed in the Lunar Receiving Laboratory in the presence of reporters, astronauts, and scientists dressed in street clothes:

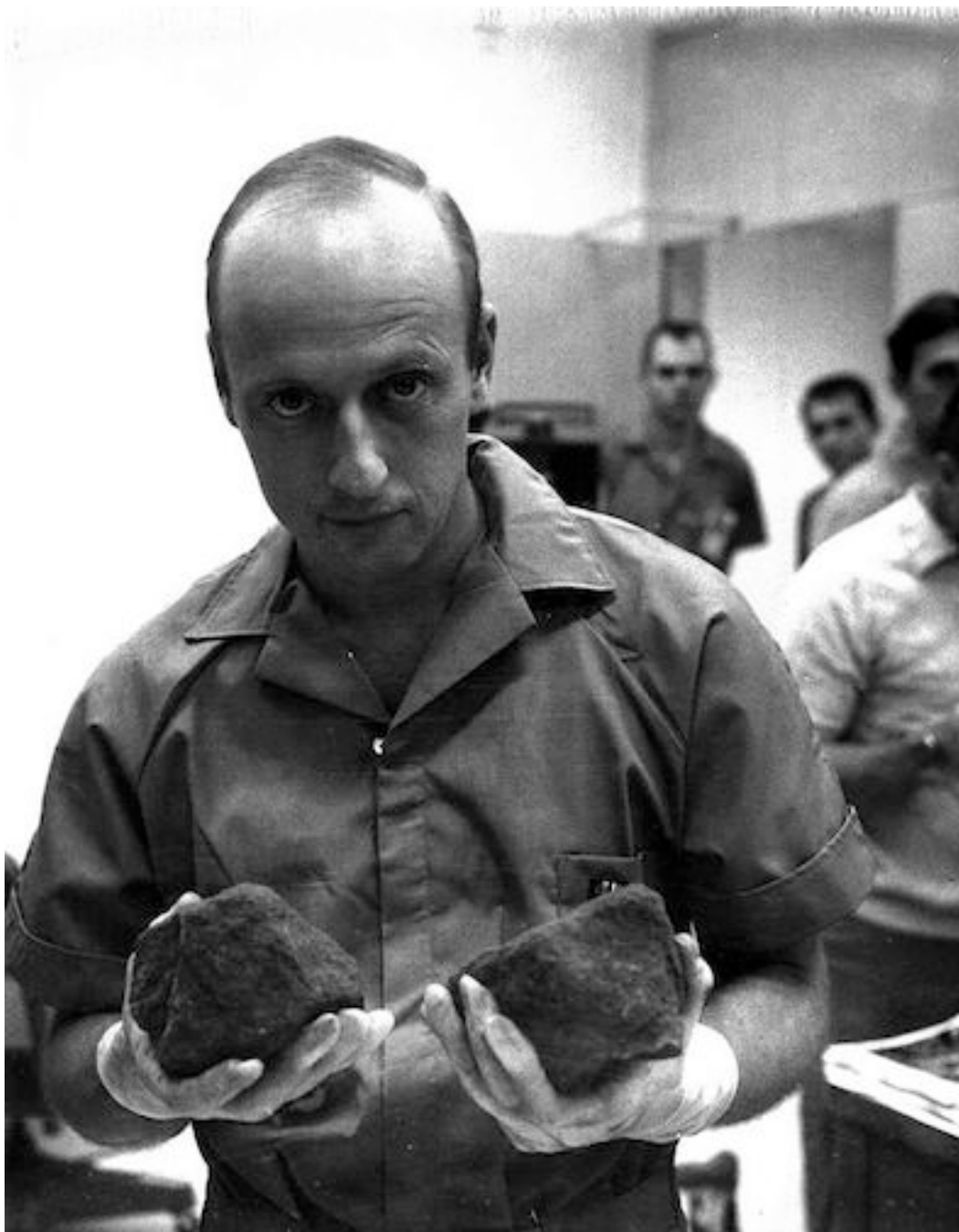


Figure 8. Apollo astronaut, Pete Conrad walking around with moon rocks as people in street clothes look on.



Figure 9. Apollo astronauts, Edgar Mitchell and Alan Shepard examining moon rocks while dressed in street clothes.

36. NASA had been warned of the dangers of extraterrestrial contamination from lunar samples, and hundreds of biologists and scientists working for the U.S. Public Health Service were concerned the lunar samples might contain microorganisms (Compton, 1989). In fact, lunar samples obtained from the moon by the Russians and NASA contained evidence of

microfossils and dormant microbes (Mitchell & Ellis, 1971; Rode et al., 1979) including specimens (Sears & Kral 1998) similar to those found in Martian meteorites by McKay's team (McKay et al. 1996). In fact, a single species of dormant bacteria was also discovered on the lunar surface and brought back to life by NASA scientists (Mitchell & Ellis 1971)--discoveries which NASA administrators then disputed by lying and defaming the scientists who made the discovery; claiming contamination from a dirty work bench--which if true would have resulted in trillions of highly active bacteria from billions of species, and not a few dormant microbes from a single species which had to be nursed back to life after retrieval from the moon.

37. The U.S. Public Health and other scientists attempted to pressure NASA to take these concerns of contamination seriously and to quarantine and have these rocks examined for evidence of life (Compton, 1989; King 1989)--demands which NASA administrators rejected. Instead, NASA officials displayed a reckless disregard for basic science and the safety of the public and exposed technicians, reporters, and astronauts dressed in street clothes to lunar rocks and soil almost immediately after their arrival on Earth, whereas yet other lunar samples were being stolen or "misplaced" even as they arrived as determined by NASA's Office of Inspector General (Office of Inspector General, NASA 2011).

38. NASA's Office of Inspector General (2011), in an official report, concluded that "NASA has been experiencing loss of astromaterials since lunar samples were first returned by Apollo missions." NASA's Inspector general "confirmed that 516 other loaned astromaterials have been lost or stolen... including 18 lunar samples... and 218 lunar and meteorite samples." The report also found that the Astromaterials Acquisition and Curation Office at the Johnson Space Center in Houston was falsely claiming that it was storing hundreds of lunar samples, which, upon inspection, turned out to no longer exist. Thus, NASA lied even to the Office of Inspector General, and tried to covered up the fact that much of that lunar material disappeared from NASA facilities and can't be accounted for. Why should we expect that the extremely valuable samples from Mars will be handled any differently?

39. These Martian organisms and their genes will be the most valuable property on Earth, and it can be predicted that Martian specimens will be lost, stolen, or illegally sold as they arrive on Earth and while in the care of NASA--and that NASA will lie about it. Evidence presented at trial, will in fact prove NASA (along with DARPA) is already making arrangements to harvest and engineer Martin genes which will be inserted into plants, animals so as to create

organisms which can survive on Mars and in space--experiments which are incredibly dangerous due to the high likelihood of horizontal gene exchange and the escape of these genes into the environment. Moreover, it can also be predicted that even as Martian diseases and Martian fungi, algae, lichens, bacteria and viruses contaminate and compete for life on Earth, NASA will continue to lie and cover up the source of the contagion--just as NASA lied and tried to cover up that it "lost" so many moon rocks as determined by NASA's Office of Inspector General. NASA cannot be trusted.

IV. NASA's Conduct "Shocks the Conscience" and Violates the Fifth Amendment

40. NASA has conducted a vicious campaign of harassment, intimidation, and defamation, and has even resorted to death threats, to prevent the public from learning there is life on Mars, and the incredible dangers of transporting Martian organisms to Earth. Indeed, even if transported Martian organisms were to leap from their containers and eat a technician alive, NASA, following military orders, would claim there is no life on Mars and no danger to the public or the environment.

41. NASA's conduct, which is public record, "shocks the conscience" and constitutes a violation of Due Process and is a direct assault on the Public Trust Doctrine..

42. The Federal Government, of which NASA is part, is a trustee of the public's natural resources, which are "held in trust for all the people", and numerous Court rulings agree (Beebe, 127 U.S. at 342; Light v. United States, 220 U.S. 523, 537 (1911); United States v. Trinidad Coal & Coking Co., 137 U.S. 160, 170 (1890)). Thus, the government has a responsibility not to harm, or engage in actions which will harm these resources--which NASA plans to put at risk anyway. Therefore, because it is the actions of the government (NASA) which is creating the danger, this is actionable (L.W. v. Grubbs, 974 F.2d 119, 121-22 (9th Cir. 1992).

43. NASA's "willful ignorance" to the substantial evidence of life on Mars and NASA's "deliberate indifference" to the impending harm to this Plaintiff and this planet "shocks the conscience" and constitutes a substantive violation of due process (see Porter v Osborn, 546 F. 3d 1131, 1137 (9th Cir. 2008); Cnty. of Sacramento v. Lewis, 523 U.S. 833, 846-852 (1998)) and the Fifth Amendment and 28 U.S.C. § 1331). As based on rulings by the 9th Circuit Court, "deliberate indifference" in-itself, is sufficient, to establish a due process violation (L.W. v. Grubbs, 92 F.3d 894, 896, 900 (9th Cir. 1996).

44. That damage to the Public Trust will take place in the future is irrelevant as the Courts have already ruled that an "impending" future injury, and "certainly impending" injury is actionable (see *Babbitt v. United Farm Workers Nat'l Union*, 442 U.S. 289, 298 (1979); *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 564, n. 2 (1992); see also 42 U.S.C. § 7408 (a)(1)(A); 42 U.S.C. § 7521(a)(1); see *Zook v. EPA*, 611 F. App'x 725, 726 (D.C. Cir. 2015); *Massachusetts v. EPA*, 549 U.S. 497, 528 (2007)).

45. NASA has known since the 1960s of the dangers of extraterrestrial contamination, and has known since the 1970s there is evidence of life on Mars. And yet, despite numerous scientific studies by NASA scientists demonstrating life on Mars, NASA claims there is no danger and no life on Mars, and refuses to alert the public to the possibly life-ending catastrophic consequences--and this is a violation of due process. Consider the parallels with *Kennedy v City of Ridgefield*, 439 F.3d 1055, 1064 (9th Cir. 2006). Although the State knew that a perpetrator was dangerous and extremely violent and promised to give his victim advanced notice of his release, the State then failed to do so. NASA has not even submitted an environmental impact statement or notified the Environmental Protection Agency of its plans..

46. NASA's plans, conduct, actions, the likely consequences, and NASA's attempt to keep the public ignorant, are a direct assault on the Fifth Amendment which protects Plaintiff's rights to due process, as well as life, liberty, and property, against the actions of the government which causes or will cause, infringements of Plaintiff's Constitutional rights and individual liberty (see U.S. Const. amend. V; *Reno v. Flores*, 507 U.S. 292, 302 (1993); *Wang v. Reno*, 81 F.3d 808, 818 (9th Cir. 1996); *Hurtado v. California*, 110 U.S. 516, 531- 532 (1884)). In the present case, the Court should ask: will liberty and justice even exist if Martian plagues ravage the Earth? (see *Washington v. Glucksberg*, 521 U.S. 702, 721 (1997)).

47. In *Davis v. Passman*, 442 U.S. 228, 241 (1979), the Courts ruled that Plaintiff has a right to due process, equal protection, as guaranteed by the Fifth Amendment, and that: "the judiciary is clearly discernible as the primary means through which these rights may be enforced". In the present case, it is these Constitutional rights which are at issue. The Plaintiff has a right to live in a safe environment; and Plaintiff has the right to exercise his First Amendment rights, and to be free of government harassment, intimidation, and death threats for exercising those rights.

A. Future Harm vs Present Harm: Public Trust

48. Martian samples transported to Earth, can be anticipated to endanger public health and welfare and this is actionable (42 U.S.C. § 7408 (a)(1)(A); 42 U.S.C. § 7521(a)(1); see *Zook v. EPA*, 611 F. App'x 725, 726 (D.C. Cir. 2015); *Massachusetts v. EPA*, 549 U.S. 497, 528 (2007)). The fact that damage to the Public Trust will take place in the future, is not an argument against action. The Courts have already ruled that an "impending" future injury, and "certainly impending" injury is actionable (see *Babbitt v. United Farm Workers Nat'l Union*, 442 U.S. 289, 298 (1979); *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 564, n. 2 (1992)).

49. Any notion that Plaintiff should bring his complaint after the Public Trust and our nation's resources have been compromised, is absurd, because, it will be too late to do anything about it, and all of life on this planet may be compromised. The threat is here, its part of NASA's policy, and thus the infringement of fundamental rights is taking place now.

50. There is nothing in the U.S. Constitution which prevents or precludes the Courts from acting until after the impending catastrophe takes place. The Plaintiff has a right to be free from government acts that threaten his life, liberty, and property; and this includes those consequences which will take place the future.

V. Plaintiff's Injuries Are Particular To Himself

51. Plaintiff, the scientific journals he has published, have been singled out and repeatedly harmed by NASA and personnel at NASA Ames. Thus, Plaintiff has suffered and will continue to suffer injuries particular to himself, and which is not shared equally by others, and this is actionable and demonstrates Plaintiff has standing (*Warth v. Seldin*, 422 U.S., at 499, 95 S.Ct., at 2205; *Arlington Heights v. Metropolitan Housing Dev. Corp.*, supra, 429 U.S., at 263, 97 S.Ct., at 561); *Federal Election Com'n v. Akins*, 524 U.S. 11, 24 (1998).

VI. Public Trust Doctrine. Martian Organisms Pose a Danger

52. If transported to Earth, Martian organisms will be exposed to high levels of radiation, possibly producing mutations. Martian fungi may become extremely virulent and perhaps more "aggressively dangerous" than the fungi growing outside the Mir space craft. And once on Earth, there is a great risk that these super Martian fungi, spores, and microorganisms will immediately begin to escape into the environment and infect technicians, and will be sold or stolen and immediately begin to contaminate their surroundings then quickly sweep across this

planet, creating disease, plague, and attacking animals, plants, trees, and humans; and, via horizontal gene transfer, hijack the genomes of organisms which produce the air we breath.

A. Genetic Contamination: Biosphere, Atmosphere, Environmental Destabilization

53. The dangers of contagion by extraterrestrial Martian organisms, don't end, or even begin, with plague, but include the well-established genetic mechanism known as "horizontal gene transfer," via which bacteria and viruses can insert their genes into the genomes of other species, essentially hijacking the victim's DNA and often sickening, severely disabling, and at times killing the host. It is well-established that all Earthly life forms commonly exchange genes via horizontal gene transfer (Gogarten et al., 2009). Hence, it can be predicted that Martian viruses and bacteria will also exchange genes with Earthly-life forms thereby changing their biology and genetic machinery. And this in turn, can effect the crops and livestock we eat, and the trees and biological organisms which produce this planet's oxygen.

54. Half of Earth's oxygen is produced by microorganisms, whereas the other half is produced by trees and plants. However, microorganisms can also inject their genes into trees and plants, thereby hijacking their genome, and in so doing, changing the biology of the infected plant/tree so it produces completely different biological products and forcing it to behave according to the genetic instructions inserted by the invader. *Agrobacterium*, for example, carry the genetic instructions for unregulated cell growth and creates tumors which produce enzymes and amino acids called opines which are a nutrient for these bacteria but which are of no use to the plant. Thus, these invading bacteria subvert the plant's genetic machinery for its own ends. According to James Watson and colleagues (1992, p. 278). "The process of transfer from the bacterial cell to the plant cell is analogous to the process of biological conjugation; it is as though the *Agrobacterium* is mating with a plant cell!"

55. The unregulated transfer of Martian organisms to this planet, could be catastrophic, and via invasion, competition, infection, and the injection of Martian genes, alter every aspect of this planet's biosphere and the genomes of every living creature on Earth. It was for exactly these reasons that the Russians decided against transporting to Earth the "dangerously aggressively" fungi found outside the Mir space station: fear that these rapidly growing, mutated fungi would combine and share genes with Earthly fungi, thereby creating super-organisms which could destroy not just life, but metal, plastic, machinery, and eventually the infrastructure of civilization.

56. Fungi also destroy trees and plants which in turn, are responsible for producing half of the Earth's oxygen supply. These fungi invade the plant by burning a hole in their outer skin and invading the plant's breathing holes (stromata). Fungi which live in the soil can also destroy roots or block root-cells which conduct water from the soil to the plant. Entire crops have been destroyed by fungi leading to famine in effected areas.

57. Therefore, in addition to sickening and killing life on this planet, genes from Martian organisms and Martian viruses would be transferred into the genomes of species on Earth, thereby altering and destabilizing the genomes of all Earthly life--including those which contribute to the health of our environment and even the oxygen we breath-- and thus putting the well-being and survival of this Plaintiff as well as present and future generations at risk.

58. Despite this knowledge, and the cumulative danger their aggregate actions have and will cause the Plaintiff, future generations, and the entire biosphere, NASA has chosen to lie to the public about life on Mars, so as to keep public oversight nonexistent, thereby allowing NASA to transport these pathogens to Earth, with no opposition and no oversight by elected officials. In so doing, NASA and the U.S. government, are violating the Public Trust Doctrine, and are putting the entire planet at risk for contagion, plague, and a sixth mass extinction which could alter, if not wipe out, civilization and much of the life on this planet as we know it.

B. NASA's Violation of the Public Trust and 9th Amendment

59. NASA, as an agency within the Federal Government and thus representative of the Federal government, are trustees of national public natural resources which include the air (atmosphere), seas, shores of the sea, water, land, and human life, which resides within or on these resources. It has long been established this it is the responsibility of the government to protect the public and the environment (see *United States v. Beebe*, 127 U.S. 338, 342 (1888); *United States v. Trinidad Coal & Coking Co.*, 137 U.S. 160, 170 (1890); *Illinois Cent. R. Co. v. State of Illinois*, 146 U.S. 387 (1892); *Shively v. Bowlby*, 152 U.S. 1 (1894); *Camfield v. United States*, 167 U.S. 518, 524 (1897); *Light v. United States*, 220 U.S. 523, 537 (1911); *United States v. Causby*, 328 U.S. 256, 260, 266 (1946).

60. Further, the Federal Government has acknowledged an obligation to protect these resources and the welfare of its citizens and this responsibility has also been codified by the U.S. Congress. For example, in a 1965 White House Report on "Restoring the Quality of Our Environment," the President's Science Advisory Committee stated, "The land, water, air and

living things of the United States are a heritage of the whole nation. They need to be protected for the benefit of all Americans, both now and in the future. The continued strength and welfare of our nation depend on the quantity and quality of our resources and on the quality of the environment in which our people live." In 1968, Congress ruled the Government has "continuing responsibility" to "use all practicable means" so as to "fulfill the responsibilities of each generation as trustee of the environment for succeeding generations." 42 U.S.C. § 4331(b)(1).

61. Congress also declared that the Federal Government is among the "trustees for natural resources" and passed additional laws requiring the government and its agencies, which includes NASA, to act as trustees, on behalf of the public of all natural resources under their management and control (42 U.S.C. § 9607 (f)(1); see also 33 U.S.C. § 2706).

62. The term natural resources "means land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled (referred to as 'managed or controlled') by the United States (including the resources of the exclusive economic zone)" 40 C.F.R. § 300.600(a); see 42 U.S.C. § 9607 (f)(2)(A).

63. According to the U.S. Commission on Ocean Policy, "the U.S. government holds ocean and coastal resources in the public trust – a special responsibility that necessitates balancing different uses of those resources for the continued benefit of all Americans."

64. According to the National Research Council, "fisheries within federal waters are held in public trust for the people of the United States."

65. According to NOAA, the U.S. government "has an obligation to conserve, protect, and manage living marine resources in a way that ensures their continuation as functioning components of marine ecosystems, affords economic opportunities, and enhances the quality of life for the American public."

66. The U.S. has also argued before Federal Courts that the Federal Government is a trustee over important national natural resources, including wildlife, and has both rights and obligations under the public trust doctrine. In a 2010 complaint filed against British Petroleum, the United States alleged, "Natural resources under the trusteeship of the United States and other sovereigns have been injured, destroyed, or lost as a result of discharged oil and associated removal efforts. The discharged oil is harmful to natural resources exposed to the oil, including aquatic organisms, birds, wildlife, vegetation, and habitats."

67. The U.S. government, and its agencies, which include NASA, have exerted their authority, control, custodianship, and sovereignty over this nations' natural resources as well as their duty to protect these resources. And yet, NASA, at the same time is planning a criminal, terrorist act which places all natural resources, as well as human and non-human life, in danger of irrevocable catastrophic harm if Martian specimens are transported to Earth.

68. This Court is the Plaintiffs last resort to ensure the reasonable safety of this planet, and that of our posterity, and to protect Plaintiff and this planet, from the harm perpetrated and planned by the Defendant NASA. There is an extremely limited amount of time for the Court to intervene; otherwise, human life, and all life on this planet, may be jeopardized.

VII. Death Threats and Violations of the First Amendment: Speech Has Been Chilled.

69. There can be no informed public discussion or dialogue among scientists on these issues and this evidence, as NASA and the government lie to the media and control the funding of most scientists and as such, control their jobs and their speech. In consequence, the scientific community has been silenced and they repeat what NASA has them told to say.

70. It is impossible to inform the public and have a public discussion, when the webpage hosting the results of the Mars Life Study are repeatedly hacked and erased or its coding altered by NASA hackers so that readers are directed elsewhere.

71. Plaintiff and his property, have been subjected to continual harassment, intimidation, defamation, libel, slander, and death threats by NASA and its agents. NASA has engaged in and or encouraged tortious interference with Plaintiff's book publishing company so as to deny Plaintiff funds which pay for his research and to prevent others from reading books written by Plaintiff and published by Plaintiff's book publishing companies. The Cosmology website and the Mars Life webpages were repeatedly hacked and files erased, and an attempt was made on Plaintiff's life. Moreover, in the days before Plaintiff launched his Life on Mars study, NASA's director of Astrobiology sent Cosmology a threatening letter warning they should have nothing to do with Plaintiff. Twenty-Four hours after Plaintiff published the results, NASA's chief of security twice called and sought to intimidate Plaintiff, even implying the study was imaginary as a woman laughed in the background, and then he demanded Plaintiff comes to NASA Ames to be interrogated.

72. The courts have ruled that threats, harassment, slander, defamation, libel, intimidation, "opprobrium, reprisals, and threats of reprisals... are substantial disincentives" to

express one's beliefs or views and serves to "chill" speech and this is actionable and a violation of the First Amendment (see *Familias Unidas v. Briscoe*, 619 F.2d 391, 399 (5th Cir. 1980).

73. According to case law, any form of intimidation and harassment creates a "legal presumption" that expressing one's views will result in retaliation. Just the threat of retaliation "chills" speech and this is a violation of the First Amendment (*Averill*, 325 F. Supp. 2d at 1179).

A. Death Threats: NASA Has Encouraged Others to Attack and Kill Scientists Who Publish Research NASA Opposes

74. In 2009, Plaintiff founded the Journal of Cosmology (JOC), and in less than two years made it one of the most popular, most read scientific journals in the world, with news articles appearing regularly in the nation's media reporting on articles published by JOC. Leading scientists from every major university in the world, published in JOC. In fact, over 40 NASA scientists (including NASA's current Senior Scientist, and NASA's current Director of Astrobiology and NASA current and previous Planetary Protection Officers), published in JOC between 2009 and 2011. All these NASA scientists considered it prestigious to publish in JOC.

75. Richard Hoover had been publishing evidence of extraterrestrial microfossils since the 1990s; albeit in obscure scientific journals, and the media paid no attention. By contrast, JOC was a famous, and well respected journal and when JOC (which this Plaintiff owned, edited, and founded) published Hoover's discoveries of extraterrestrial microfossils the world's press reported these findings, and in consequence, an enraged NASA unleashed a torrent of defamatory lies to impugn both JOC and Richard Hoover, and even posted a death threat on NASA's website. NASA threatened to kill Richard Hoover, a NASA scientist.

76. NASA claimed that unidentified scientists in Houston (NASA's headquarters) had threatened to murder Richard Hoover and that there were calls for "Hanging Hoover **in the conference center lobby**" because he published evidence of extraterrestrial life in JOC. NASA never identified these scientists, because the source of the death threats was in fact NASA which published and then widely distributed the death threat to the nation's media.

77. By publishing death threats and slandering JOC, NASA violated the Fifth Amendment, Due Process, and sent a message to the scientific community: Publish evidence of extraterrestrial life and we may kill you. In so doing, leading by example, NASA made it legitimate for and encouraged others to harm scientists who conduct forbidden research.

78. It is impossible to have an informed and open discussion when NASA openly

attacks, ridicules, slanders, defames and threatens to murder legitimate scientists, and encourages others to do likewise with NASA's blessing. NASA is not exercising First Amendment Rights, but engaging in terror and violating the First and Fifth Amendment.

79. The Supreme Court has cited three "reasons why threats of violence are outside the First Amendment": "protecting individuals from the fear of violence, from the disruption that fear engenders, and from the possibility that the threatened violence will occur." (*R.A.V. v. City of St. Paul*, 505 U.S. 377, 388 (1992)).

80. The Ninth Circuit concluded that a "true threat" is "a statement which, in the entire context and under all the circumstances, a reasonable person would foresee would be interpreted by those to whom the statement is communicated as a serious expression of intent to inflict bodily harm upon that person" (*Planned Parenthood v. American Coalition of Life Activists*, 290 F.3d at 1077 (9th Cir. 2002)). "It is not necessary that the defendant intend to, or be able to carry out his threat; the only intent requirement for a true threat is that the defendant intentionally or knowingly communicate the threat" (290 F.3d at 1075 (9th Cir. 2002)).

81. According to JOC's astrobiology editor, Chandra Wickramasinghe, Hoover was shocked and terrified by NASA's reaction and shut himself up in his home where he continued to be harassed by angry NASA administrators who demanded he retract the paper. Hoover (one of Plaintiff's authors) and his article (which is the copyrighted property of Plaintiff) took NASA's death threat so seriously, he believed he was in "imminent harm"--which the Supreme Court has ruled is actionable (*Brandenburg v. Ohio*, 395 U.S. 444 (1969)).

VIII. NASA Has Violated Plaintiff's First, Fifth, Fourteenth Amendment Rights and Encouraged Others to Harm and Kill

82. England's King Henry II, utterly enraged by the actions of Thomas Becket Archbishop of Canterbury, yelled out in the presence of his knights and Barons: "Will no one rid me of this troublesome priest?" Four of Henry's knights, hoping to please the King, acted on the threat, which they took seriously, and rode to Canterbury Cathedral where they killed Becket on December 29, 1170.

83. Leading by example, King NASA has encouraged the public to attack, slander, defame, and even kill scientists who conduct and publish forbidden research and those who are identified by NASA as the "enemy."

84. In 2014 Plaintiff Dr. Joseph, was again identified by NASA as the enemy. Three

days after Plaintiff publicly sought to pressure and force NASA to take close up, in focus photographs of specimens which resembled *mushrooms* on Mars, and which NASA refused to do; **A)** Plaintiff's Belgian Shepherd, Tiger Wolf, was poisoned after *mushrooms* were tossed over Plaintiff's fence. Subsequently, **B)** Plaintiff's home was burglarized, and **C)** Plaintiff received death threats which he reported to a United States Attorney in the Dept. of Justice.

85. In 2016, beginning in April, when NASA learned that Plaintiff was planning a Life on Mars study which would soon be launched, repeated attempts were made by NASA and its agents to stop the Plaintiff and his study and prevent Plaintiff from conducting or publishing additional research. Specifically, between April and July, 2016: **A)** Plaintiff's car was vandalized--over \$4,600 in damages (Insurance Claim Number: 0132868910101030), **B)** he was repeatedly harassed, and in the evening was followed by men, and by cars with no license plates--and with one incident so frightening Plaintiff repeatedly called San Jose police for assistance; **C)** his personal website was targeted by denial of service attacks, **D)** the Cosmology website was repeatedly hacked and files destroyed. For example, on or about 4/25/16 and 5/2/16, the Cosmology website was hacked and the index files in the Cosmology.com Mars SpecimenIdentification folder, for the Mars Life Study, were altered and became unusable. **E)** On or about 5/5/16, he was again followed and an attempt was made on his life. **F)** On or about 5/6/16, and since Penny Boston had published in Plaintiff's journal, and was the new director of Astrobiology, Plaintiff contacted Boston and attempted to enlist her support as a referee for the Mars Life Study. **G)** Hours later, the server hosting Cosmology suffered a mysterious failure--thereby allowing hackers to bypass security and gain access to the website, and on the morning of 5/7/16, when the server was back up and running, "redirect codes" were discovered to have been inserted into the coding for the Life on Mars study. Those who attempted to enter the website, received an error message: "This Site can't be reached." **G)** That same day, Penny Boston, NASA's new Director of Astrobiology (headquartered at NASA Ames), sent an outrageously slanderous and defamatory email to the editors and staff at Cosmology.com, warning they should have nothing to do with Plaintiff and the Mars Life study which was to be launched in just a few days. What her threat also indicated, is that she and NASA believe they have the power to control the media and to exercise prior restraint.

86. On or about May 13, after the preliminary results of the Mars Life Study were published, NASA's Chief of Security called Plaintiff twice. The first call consisted of nothing

more than 91 seconds of the Security Chief's heavy breathing. Plaintiff hung up. NASA's Security chief, called back, used language suggesting the entire Mars Life Study had never taken place and was imaginary, and informed Plaintiff he must come in for interrogation at NASA Ames. During that second call, Plaintiff could hear a woman laughing in the background.

87. Subsequently the Cosmology website was again hacked and all files and approximately 500 articles by over a thousand scientists were destroyed including the 2011 article by Hoover, and Plaintiff's article in which he reported that the majority of experts believe there is life on Mars.

88. Even if it is proved that NASA is not directly responsible for every harm suffered by this Plaintiff, NASA is responsible because NASA targeted this Plaintiff, publicly attacked Plaintiff, his journals, and his authors, and created a mob mentality and encouraged attacks on Plaintiff for publishing and conducting research NASA forbids. NASA sought to silence this Plaintiff and this is actionable and a violation of the First Amendment (see *Familias Unidas v. Briscoe*, 619 F.2d 391, 399 (5th Cir. 1980); *Averill*, 325 F. Supp. 2d at 1179). By defaming and slandering legitimate scientists (including Urey who won the Noble Prize), and posting and publicizing death threats, NASA is not acting as an "advocate" for science, but is promoting hate, violence, murder so as to crush Plaintiff's First and Fifth Amendment Rights, and this is actionable (*Brandenburg v. Ohio*, 395 U.S. 444 (1969)).

89. Between the months of April to June of 2016, Plaintiff was convinced that NASA's aggregate actions constituted an imminent threat against his life, and this is actionable (*Brandenburg v. Ohio*, 395 U.S. 444 (1969)).

IX. Tortious Interference, Breach of Contract: Lightning Source, Ingram, NASA

90. NASA has violated this Plaintiff's First Amendment Rights by repeatedly engaging in tortious interference. In 2011, Plaintiff's world famous scientific Journal of Cosmology was targeted by NASA in an attempt to put JOC out of business and to prevent Plaintiff, and his journal, from publishing additional evidence NASA wished suppressed. NASA also targeted JOC so that two obscure journals, edited by two NASA employees at NASA Ames (the journal "Astrobiology", and the "International Journal of Astrobiology") could control and prevent the publication of evidence NASA opposes. In so doing, NASA caused this Plaintiff substantial financial losses and lost income and the value of JOC and his contracts with his editors, were reduced to insignificance--and this is actionable (see *Robins Dry Dock & Repair Co. v. Flint*,

175 U.S. 303 (1927); *Venhaus v. Shultz*, 155 Cal. App. 4th 1072, 1079—1080, 66 Cal. Rptr. 3d 432 (2007); *Union Oil Co. v. Oppen*, 501 F.2d 558 (9th Cir. 1974); *Kinsman Transit Co.*, 388 F. 2d 821 (2d Cir. 1968); *Fifield Manor v. Finston*, 54 Cal. 2d 632, 636—637, 7 Cal. Rptr. 377, 354 P.2d 1073 (1960).

91. Plaintiff and Lightning Source (LS) and Ingram (I) have been in business together, contractually bound by a paid-in-full service agreement, continuously since 2010 until on or about July 7, 2016, at which time LS/I secretly cancelled the printing, sales and distribution of books published by Plaintiff's publishing companies. Plaintiff had paid to have these books printed and distributed and LS/I was unable to provide any rational explanation, authorization, or justification for their breach.

92. It is part of the public record that Lightning Source, which is owned by Ingram--the largest book distributor in the U.S.--prints and distributes for retailers (e.g. Amazon, etc) books published by Plaintiff's company, Cosmology Science Publishers. It works like this: Companies like Amazon and Barnes and Noble, using electronic links to Lightning Source, display Plaintiff's's books for sale, even claiming they are in stock--and when purchased by customers, Amazon et al, sends the order to LS which prints and ships the books to that customer.

93. On or about July 7, 2016, after it was revealed by bloggers that Plaintiff funds his research from proceeds from books sales, Plaintiff's book printer and distributor, Defendant Lightning Source Inc. (which is owned by Defendant Ingram Industries Inc., and which is a subsidiary of Defendant Ingram Content Group) secretly canceled the printing, distribution and sales of all books published by Plaintiff's company, Cosmology Science Publishers--and which included edited works by famous scientists such as Sir Roger Penrose of Oxford and Deepak Chopra--and Lightning Source did so, in secret, on July 7, 2016, and then sought to maintain secrecy for the following six weeks, even after inquiries were made. In consequence, best selling books, with sales rankings in the top 10 at Amazon, were instead listed as out-of-print, and all sales, and their sales ranking, were reduced to zero. Lightning Source (LS) and Ingram (I) therefore, cut off a major source of income which funds Plaintiff's research, and in effect, they silenced him, his press.

94. LS/I never communicated with Plaintiff about this matter, before or after LS terminated these books, even though Plaintiff continued to receive email correspondence on other matters from both LS and I. Defendants LS/I maintained secrecy about these

cancellations for the next 6 weeks and were able to hide the cancellation of these books by changing their website interface which made it extremely difficult to learn about these changes.

95. On or about 8/16/2016, Plaintiff discovered there had been no book sales for the month of August. There had never been a month without sales and Plaintiff contacted LS by phone and spoke with Adam Mathis the Account Representative. Mathis was passive, uncooperative, disinterested, and so unhelpful that Plaintiff sent an email to other representatives at LS complaining. LS, however, continued to hide the fact that it had terminated all books published by Plaintiff and his company, and tried to persuade this publisher (the Plaintiff), that the books were still available, and that the no sales was just a "glitch" in the system that the tech people would look into. Plaintiff did not accept this explanation and demanded to speak with LS management. After several phone calls, Adam Mathis finally admitted that LS had cancelled the books, and that the cancellation took place after the exchange of many emails between different members of Lightning Source management who then decided to cancel the printing and distribution of books, thus making it impossible for anyone to buy or sell these books (including Amazon), and thus killing Cosmology Science Publishers. When pressed as to the reason for the cancellation, Adam Mathis said no reason had been given, there was nothing in the records, but the decision had been made after several members of management had exchanged emails about Plaintiff in June and July of 2016.

96. On 8/16/2016 on the same day and after Plaintiff learned of the cancellation, the Plaintiff also spoke with the management of LS, Mr. Pollock and Ms. Pfleuger, who then **A)** falsely claimed they had received an email from the Plaintiff, a gmail, instructing them to cancel all these books, and **B)** they falsely claimed the gmail had Plaintiff's signature and falsely claimed it included the Cosmology.com and Cosmology Science Publishers' account number at LS. **C)** These are all lies. No email or gmail was ever received by Lightning Source instructing them to cancel the printing, distribution and sales of books and Plaintiff never signed or sent such an email. **D)** Plaintiff, who is the owner and publisher, has never communicated business with LS/I using a gmail account. **F)** the only email address registered with LS is "Cosmology@Cosmology.com" and only two parties are authorized to speak or communicate with LS about this account; i.e. Plaintiff and Dr. Lana Tao. LS/I made no attempt to question, contact, phone, email, or inform Plaintiff or Dr. Tao, or Cosmology, about their secret decision to kill these books, and no emails about this matter were sent to "Cosmology@Cosmology.com."

97. On 8/17/2016, **A)** after refusing repeated demands to see the gmail LS claimed authorized the cancellation, **B)** Mr. Pollock, copied to Plaintiff, an email from a gmail account--a gmail account which had never been used by Plaintiff or Dr. Tao to communicate business with LS . **C)** The gmail was not addressed to LS, did not mention LS, made no mention of Plaintiff's book publishing company, did not contain an account number, was not signed by and made no mention of Plaintiff or Dr. Tao, and **D)** the words "book", "books", "cancel", or "printing" did not appear anywhere in the gmail which Pollock and Plueger claim instructed them to cancel the printing and distribution of all books published by Plaintiff's company.

98. Fact is, in early July, 2016, Plaintiff posted on the Cosmology website, a notice of For Sale, which included all the rights to books and articles published by Plaintiff and his company Cosmology and Cosmology Science Publishers. The notice includes the following for sale: "Copyright to the Contents of all Volumes, Editions, and Articles --edited by Sir Roger Penrose of Oxford, Rudy Schild of Harvard, Deepak Chopra, Michael Russell JPL NASA, Joel Levine Senior Scientist NASA and Science Directorate NASA, and a dozen more. Copyright to All Multi-Author Books Published by Cosmology Science Publishers and which includes "best selling" books on quantum physics (edited by Deepak Chopra, Sir Roger Penrose, etc.) and books on the discovery and search for extraterrestrial life including life on Mars.

99. Subsequently, on July 7, 2016, LS/I, acting in secrecy, cancelled all these books whose authors include almost 200 scientists, thus killing their sales' rankings and making it impossible for Plaintiff to sell or obtain any income from these books.

100. Discovery will prove NASA or its agents, contacted, conspired with or pressured Defendants LS/I, to harm this Plaintiff, and to violate this Plaintiff's First Amendment Rights.

101. The actions of the Defendant NASA, LS/I, are also a violation of California law and case law, and is known as "Tortious interference", i.e. the intentional interference with contractual relations (see *Robins Dry Dock & Repair Co. v. Flint*, 175 U.S. 303 (1927); Restatement (Second) of Torts § 766C (1979); *Venhaus v. Shultz*, 155 Cal. App. 4th 1072, 1079—1080, 66 Cal. Rptr. 3d 432 (2007); *Union Oil Co. v. Oppen*, 501 F.2d 558 (9th Cir. 1974); *Kinsman Transit Co.*, 388 F.2d 821 (2d Cir. 1968); *J'Aire Corp. v. Gregory*, 24 Cal. 3d 799, 804, 157 Cal. Rptr. 407, 598 P.2d 60 (1979); 14 Cal. App. 4th 842, 845, 17 Cal. Rptr. 2d 757 (1993); *Fifield Manor v. Finston*, 54 Cal. 2d 632, 636—637, 7 Cal. Rptr. 377, 354 P.2d 1073 (1960).

102. According to California and Case Law, when one party (a tortfeasor) convinces

another party to breach a contract with Plaintiff, or when the obligations of one party to perform a contractual obligation are disrupted, thereby preventing the plaintiff from receiving the performance promised, such conduct is termed tortious inducement of breach of contract; and this is sufficient for liability (see *North American Chemical Co. v. Superior Court*, 59 Cal. App. 4th 764, 786, 69 Cal. Rptr. 2d 466 (1997); *Limandri v. Judkins*, 52 Cal. App. 4th 326, 348, 60 Cal. Rptr. 2d 539 (1997); *Tri-Growth Centre City, Ltd. v. Silldorf, Burdman, Duignan & Eisenberg*, 216 Cal. App. 3d 1139, 1153—1154, 265 Cal. Rptr. 330 (1989); *San Francisco Design Center Associates v. Portman Companies*, 41 Cal. App. 4th 29, 42, 50 Cal. Rptr. 2d 716 (1995); *Lange v. TIG Insurance Co.*, 68 Cal. App. 4th 1179, 1187, 81 Cal. Rptr. 2d 39 (1999); *PMC, Inc. v. Saban Entertainment, Inc.*, 45 Cal. App. 4th 579, 603).

103. Negligence is not a defense, and is also actionable as Defendants LS and I, owed the Plaintiff a duty of care ((See *North American Chemical Co. v. Superior Court*, 59 Cal. App. 4th 764, 786, 69 Cal. Rptr. 2d 466 (1997)); and as their actions were unlawful, illegitimate, wrongful, and blameworthy (*imandri v. Judkins*, 52 Cal. App. 4th 326, 348, 60 Cal. Rptr. 2d 539 (1997); *Tri-Growth Centre City, Ltd. v. Silldorf, Burdman, Duignan & Eisenberg*, 216 Cal. App. 3d 1139, 1153—1154, 265 Cal. Rptr. 330 (1989); *San Francisco Design Center Associates v. Portman Companies*, 41 Cal. App. 4th 29, 42, 50 Cal. Rptr. 2d 716 (1995); *Lange v. TIG Insurance Co.*, 68 Cal. App. 4th 1179, 1187, 81 Cal. Rptr. 2d 39 (1999)).

104. In 2011, NASA, by issuing false proclamation that the Journal of Cosmology is a "joke", and "April Fool's joke" which does not "peer review" and which "no one takes seriously" also engaged in "Tortious interference", and intentionally interfered with contractual relations and prevented Plaintiff from receiving promised performance, as numerous scientists withdrew their papers and refused to publish in JOC after NASA published and distributed these libels.

105. In 2016, NASA's Penny Boston, by emailing her defamatory warnings to the "Journal of Cosmology people" and Cosmology at Cosmology.com, again engaged in "Tortious interference", and intentionally interfered with contractual relations and sought to prevent Plaintiff from receiving promised performance.

X. Prior Restraint, Due Process Violation: NASA Defames Plaintiff, the Journal of Cosmology, Threatens Cosmology.

106. NASA has a history of attacking Plaintiff's publishing companies so as to silence this Plaintiff and has repeatedly violated Plaintiff's First Amendment rights.

107. In 2011, when JOC published discoveries of microfossils of bacteria in meteors, NASA directed several of its "employees" to slander, defame, and destroy the reputation of JOC (property of Plaintiff) and which had reached a readership of 430,000, making it one of the most popular mainstream online scientific journals in the world. This is a violation of the First Amendment and the Fifth and Fourteenth Amendments rights to due process.

108. That JOC, when owned, edited, and published by Plaintiff, had a rigorous peer review process, and that even NASA scientists were required to revise their articles based on peer review, was well known at NASA as over 40 NASA scientists had published in JOC. In fact, Joel Levine, a NASA Senior Scientist, Science Directorate, had edited a volume of JOC, and bragged, at a press conference at NASA headquarters about the rigorous peer review process.

109. JOC not only peer reviewed Richard Hoover's article, but published over a dozen peer review commentaries by esteemed scientists, which peer reviewed and detailed the strengths and weakness of Hoover's paper (see <http://cosmology.com/Life101.html>). Even articles written and published by the Plaintiff, were accompanied by numerous peer reviews. Only a few journals in the world dare to publish these kinds of peer commentaries which review the target article--and very few authors would accept it-- and this is because major journals, such as Science, commonly publish junk science and "major discoveries" which no one can replicate, and which would never withstand the rigorous review process employed by JOC. Plaintiff believes in the peer review process which can only improve a paper. And it was this peer review process, which helped make JOC one of most read scientific journals in the world at the time NASA destroyed it.

110. When JOC published Richard Hoovers' discoveries, an enraged NASA threatened to murder Hoover, and directed three NASA agents, Morrisson, Mancinelli, and Paul Hertz, to defame, slander, and lie about JOC's peer review process so as to totally discredit JOC--a violation of Due Process. As is well established in the public record, Morrisson, Mancinelli, and Hertz issued statements with the full backing of NASA that "**the Journal of Cosmology**" which the Plaintiff founded, owned, and published, "**does not peer review**" the articles it publishes. Therefore, according to NASA, it "**is not... a real journal... The Journal of Cosmology... is an April fool's joke**" and that articles published in JOC should "**not...be taken seriously.**" And these libels were repeated and published in the media, as if gospel truth, even though Dr. Joel Levine, Senior Scientist and Science Directorate at NASA, had held a press conference at

NASA headquarters just months before, where he repeatedly praised the peer review process of JOC and which had published the work of over 40 NASA scientists including NASA's current Senior Scientist, the current Director of Astrobiology, and the current Planetary Protection officer---But the truth does not matter to NASA.

111. Paul Hertz, NASA's Senior Scientist at the time, released an official NASA statement to the news media, claiming that "**The journal of Cosmology.... does not peer review**" and that NASA has the right to exercise prior restraint over JOC and the press; that NASA has the right to determine which journals can or cannot publish; that JOC failed to obtain permission, authorization, support, and backing from NASA; and that, according to Hertz, "**NASA cannot stand behind or support... the recent submission of the paper to the Journal of Cosmology or of the paper's subsequent publication...**" Fact is, NASA has no such rights, and these assertions and NASA actions are not only an attack on a free press and free speech, but constitutes tortious interference and a violation of the First Amendment.

112. On May 6 of 2016, when Penny Boston, NASA's new Director of Astrobiology learned of the planned Life on Mars Study, the server hosting Cosmology suffered a mysterious failure hours later. While the server was down, the Cosmology Mars Study section was hacked and "redirect codes" inserted by an unknown party; and on the morning of May 7, Boston sent an outrageously defamatory letter to the "Journal of Cosmology people" complaining about "a person who... implies that he is somehow associated with you.... I assume that this is some mentally ill person..." and then she warned the staff they should have nothing to do with the Plaintiff or the planned Mars Life study: "If you are associated with this person, then I think that is very unfortunate. Regards, Penny Boston." Plaintiff is not only associated with, but founded both journals; and Boston identified this "person" by Plaintiff's first name.

113. The Plaintiff and his JOC and Cosmology.com (which he also owns and publishes) does not and did not require NASA's "support" or approval. In *Loewen v. Turnipseed*, 488 F. Supp. 1138 (N.D. Miss. 1980), U.S. District Judge Orma R. Smith ruled that the government does not have the right to approve what is published and is read or available, even if the subject matter is considered too controversial. Such restraints are a violation of constitutionally guaranteed rights of freedom of speech and the press. Nor can books or journals be suppressed because the government objects to the ideology of its contents (*Case v. Unified School District No. 233*, 908 F. Supp. 864 (D. Kan. 1995)).

114. In *Nebraska Press Assn. v. Stuart*, the United States Supreme Court has ruled "that prior restraints on speech and publication are the most serious and the least tolerable infringement on First Amendment rights." Likewise, in *Near v. Minnesota*, 283 U.S. 697, 51 S.Ct. 625, 75 L.Ed. 1357 (1931), the Supreme Court interpreted the First and Fourteenth Amendments to forbid "previous restraints" upon publication. "Previous restraints"--or in current terminology, "prior restraints--suppress the freedom of the press to publish without obstruction."

115. NASA has repeatedly engaged in prior restraint, and Plaintiff is just one of NASA's many victims. Clearly, this Plaintiff's First, Fifth and Fourteenth and in particular his first Amendment rights (freedom of speech, freedom of the press) have been violated by NASA who has targeted this Plaintiff, and his journals and book publishing companies as the enemy, which must be destroyed.

116. The Courts have repeatedly ruled that just the attempt to suppress material the government considers controversial or which it does not approve is a violation of the First Amendment (see *Campbell v. St. Tammany Parish School Board*, 64 F.3d 184 (5th Cir. 1995); *In Loewen v. Turnipseed*, 488 F. Supp. 1138 (N.D. Miss. 1980); *Sund v. City of Wichita Falls, Texas*, 121 F. Supp. 2d 530 (N.D. Texas, 2000); *Counts v. Cedarville School District*, 295 F.Supp.2d 996 (W.D. Ark. 2003); *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S.Ct. 2799, 73 L.Ed.2d 435 (1982)).

117. The evidence demonstrates that Defendants have also obstructed, chilled, and have exercised the forms of censorship which have been outlawed (*Nebraska Press Assn. v. Stuart*; *Near v. Minnesota*, 283 U.S. 697, 51 S.Ct. 625, 75 L.Ed. 1357 (1931)). In so doing, Defendants NASA et. al's conduct is actionable as NASA's behavior is little different from other government agencies which have illegally sought to marginalize, suppress, obstruct, and restrict access to books and periodicals (*Evans v. Selma Union High School District of Fresno County*, 222 P. 801 (Ca. 1924); *Rosenberg v. Board of Education of City of New York*, 92 N.Y.S.2d 344 (Sup. Ct. Kings County 1949); *Todd v. Rochester Community Schools*, 200 N.W.2d 90 (Mich. Ct. App. 1972); *Minarcini v. Strongsville (Ohio) City School District*, 541 F.2d 577 (6th Cir. 1976); *Salvail v. Nashua Board of Education*, 469 F. Supp. 1269 (D. N.H. 1979).

118. NASA's conduct also meets case law requirement for a claim of trade libel (*Mann v Quality Old Time Service, Inc.* 120 Cal. App. 4th 90, 104 (2004); *Leonardi v Shell Oil Co.*, 216 Cal. App 3d 457, 572 (1980); 42 U.S.C. § 1983), and for both trade libel and defamation

(Franklin v. Dynamic Details, Inc., 16 Cal. App. 4th 375, 384 (2004).; Martintelli vs International House USA, 161 Cal. App. 4th 1332, 1337 (2008); Cunningham vs Simpson, 1 Cal. 3d 301, 307; Haley v Casa Del Rey Homeowners Ass'n 153 Cal. App. 4th 863, 877 (2007).

119. NASA has a 50 year history of defaming legitimate scientists and has sought to "chill speech" and exercise "prior restraint" so as to restrict the "marketplace of ideas" to a single idea endorsed by NASA; i.e. there is no extraterrestrial life and no life on Mars, and in so doing NASA violated the First, Fifth, and Fourteenth Amendments. Proclaiming JOC (and thus Plaintiff) does not peer review and by making this statement as a judgment but with no basis in fact, NASA also violated Plaintiff's right to Due Process.

120. NASA and the other Defendants by threatening, attacking, defaming, libeling all other points of view as to extraterrestrial life, cannot be considered open to other secular ideas or that its ideology is "content neutral." This conduct and these policies do not further a substantial government but private interest which benefits only NASA insiders (those who expect to become incredibly rich, or richer, when they get access to and/or illegally sell these Martian specimens); and it unreasonably limits communication and speech, and this is actionable (see 475 U.S. at 46, 106 S.Ct. 925; Johnson v. City of Pleasanton, 982 F.2d 350, 353 (9th Cir.1992), citing Renton, 475 U.S. at 47, 106 S.Ct. 925). The conduct of NASA serves only to chill and suppress speech and expression, to restrain freedom of the press, and to impose a non-scientific view as to extraterrestrial life on the public and scientific community, and this is actionable (Near v. Minnesota, 283 U.S. 697, 51 S.Ct. 625, 75 L.Ed. 1357 (1931); Nebraska Press Assn. v. Stuart).

121. It is impossible to conduct science in this nation, when NASA commonly threatens the funding and jobs of scientists, and resorts to defamation and slander, and openly describes those who report evidence or who seek evidence of extraterrestrial life, as suffering from "mental illness." Clearly NASA's intent is to suppress speech and to terrorize the scientific community into silence.

122. The Courts have ruled that just the attempt to suppress material the government considers controversial or which it does not approve, places "a serious burden upon the freedom of discussion" (Minarcini v. Strongsville (Ohio) City School District, 541 F.2d 577 (6th Cir. 1976), even if it remains available for those willing to put the effort to seek it out, is a clear violation of the First Amendment (see Campbell v. St. Tammany Parish School Board, 64 F.3d

184 (5th Cir. 1995); *Loewen v. Turnipseed*, 488 F. Supp. 1138 (N.D. Miss. 1980); *Sund v. City of Wichita Falls, Texas*, 121 F. Supp. 2d 530 (N.D. Texas, 2000); *Counts v. Cedarville School District*, 295 F.Supp.2d 996 (W.D. Ark. 2003); *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S.Ct. 2799, 73 L.Ed.2d 435 (1982)).

123. Clearly NASA et. al. have placed "a serious burden upon the freedom of discussion" and this is actionable. A bedrock principle underlying the First Amendment is that Government may not prohibit the expression of an idea simply because society finds the idea itself offensive or disagreeable" (*Texas v. Johnson*, 491 U.S. 397, 109 S.Ct. 2533, 105 L.Ed.2d 342 (1989)). "The First Amendment protects the right of individuals to hold a point of view different from the majority" including an idea they find morally objectionable (*Wooley v. Maynard*, 430 U.S. 705 (1977); *City of Ladue v. Gilleo*, 512 U.S. 43, 114 S.Ct. 2038, 129 L.Ed. 2d. 36 (1994)). However, this case has nothing to do with morality but with ideology and NASA's demands that the "marketplace of ideas" as to extraterrestrial life and life on Mars, be limited to the simple statement that "there is no life on Mars" despite all the evidence to the contrary.

124. As summed up in [William Blackstone's Commentaries](#): "The liberty of the press is indeed essential to the nature of a free state; but this consists in laying no previous restraints upon publications... Every freeman has an undoubted right to lay what sentiments he pleases before the public; to forbid this, is to destroy the freedom of the press...(4 Bl. Com. 151, 152).

125. In *Nebraska Press Assn. v. Stuart*, the United States Supreme Court has ruled "that prior restraints on speech and publication are the most serious and the least tolerable infringement on First Amendment rights." The First and Fourteenth Amendments forbid "previous restraints" upon publication. "Previous restraints.... prior restraints--suppress the freedom of the press to publish without obstruction." (*Near v. Minnesota*, 283 U.S. 697, 51 S.Ct. 625, 75 L.Ed. 1357 (1931)).

126. Threatening scientific journals (The Journal of Cosmology, Cosmology at Cosmology.Com) and publishers (the Plaintiff), censoring information and data so as to keep this information out of books or the press, and canceling the printings and sales of all Plaintiff's books, is no different from censoring or banning a book because the government does not want the public to have access to this information, and this is actionable (*Evans v. Selma Union High School District of Fresno County*, 222 P. 801 (Ca. 1924); *Rosenberg v. Board of Education of City of New York*, 92 N.Y.S.2d 344 (Sup. Ct. Kings County 1949); *Todd v. Rochester Community*

Schools, 200 N.W.2d 90 (Mich. Ct. App. 1972); *Minarcini v. Strongsville (Ohio) City School District*, 541 F.2d 577 (6th Cir. 1976); *Salvail v. Nashua Board of Education*, 469 F. Supp. 1269 (D. N.H. 1979).

127. Prior restraint is no different from censoring or banning a book because the government does not want the public to have access to this information, and this is actionable (*Evans v. Selma Union High School District of Fresno County*, 222 P. 801 (Ca. 1924); *Rosenberg v. Board of Education of City of New York*, 92 N.Y.S.2d 344 (Sup. Ct. Kings County 1949); *Todd v. Rochester Community Schools*, 200 N.W.2d 90 (Mich. Ct. App. 1972); *Minarcini v. Strongsville (Ohio) City School District*, 541 F.2d 577 (6th Cir. 1976); *Salvail v. Nashua Board of Education*, 469 F. Supp. 1269 (D. N.H. 1979).

128. According to case law, the censoring and suppression of information and evidence or material the government considers controversial or which it does not approve is a violation of the First Amendment and a violation of this Plaintiff's First Amendment rights (see *Campbell v. St. Tammany Parish School Board*, 64 F.3d 184 (5th Cir. 1995); *Loewen v. Turnipseed*, 488 F. Supp. 1138 (N.D. Miss. 1980); *Sund v. City of Wichita Falls, Texas*, 121 F. Supp. 2d 530 (N.D. Texas, 2000); *Counts v. Cedarville School District*, 295 F.Supp.2d 996 (W.D. Ark. 2003); *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S.Ct. 2799, 73 L.Ed.2d 435 (1982)).

XI. Constitutional Torts, Liability, Damages: No Immunity

129. The Courts have determined that laws and Federal regulations which protect the rights of citizens, including 42 U.S.C. § 1983 (1871) must be interpreted and applied liberally so as to achieve its goal of protecting official violations of federally protected rights (*Dennis v. Higgins*, 498 U.S. 439 (1991)).

130. There are no laws which trump or cancel out the primacy and supremacy of the U.S. Constitution and the First, Fifth and Fourteenth Amendments which guarantee the Plaintiff's constitutional and civil rights, which the Defendants have clearly violated, and this is actionable (*Butz v. Economou*, 438 U.S. 478, 507 (1978); *Davis v. Passman*, 442 U.S. 228 (1979); *Gomez v. Toledo*, 446 U.S. 635 (1980). 42 U.S.C. § 1983 (1871); *Daniels v. Williams*, 474 U.S. 327 (1986)).

131. The defendants are liable and do not have immunity (FTCA, 28 U.S.C. §§ 1346(b), 2671-2680; 42 U.S.C. § 1983 (1871)). NASA and each of the individual Defendants are

liable for constitutional torts, and are responsible for their intentional actions and liable according to 42 U.S.C. § 1983 (1871).

132. Much of the harassment and despicable conduct has been perpetrated by at least six personnel at NASA Ames Research Center--just fifteen minutes from Plaintiff's home --and who can be identified by name or job title, i.e. Rocco Mancinelli, David Morrisson, Penny Boston, Carl Pilcher, Ames Chief of Security, General Simon "Pete" Worden. And Plaintiff can identify yet another individual, Mr. Hertz, at NASA headquarters.

133. The Plaintiff recognizes NASA employees are not agents of the Federal Bureau of Narcotics. Nevertheless, the rulings of the Supreme Court in *Bivens v. Six Unknown Named Agents of Fed. Bureau of Narcotics*, 403 U.S. 388 (1971) are obviously applicable to this case. The Supreme Court held that government employees and officials who commit constitutional torts, and who violate Plaintiff's constitutional rights as guaranteed by the Bill of Rights, and any violation of these amendments, are liable and Plaintiff is entitled to recover money damages for any injuries he has suffered as a result of their violation of the First Amendment (*Id.* at 397.59). However, in this case, these employees remain the responsibility of NASA and were acting as representatives of NASA, and thus their actions are the actions of NASA.

134. No government agency, and this includes NASA and its employees, can violate the First, Fifth, and Fourteenth Amendment, chill speech, exercise prior restraint over the press, and seek to censor and banish reading material which includes *Cosmology* and the *Journal of Cosmology*--and yet NASA has been trampling on these rights and this is actionable. Dozens of Court cases support Plaintiff in this regard (*Evans v. Selma Union High School District of Fresno County*, 222 P. 801 (Ca. 1924); *Rosenberg v. Board of Education of City of New York*, 92 N.Y.S.2d 344 (Sup. Ct. Kings County 1949); *Todd v. Rochester Community Schools*, 200 N.W. 2d 90 (Mich. Ct. App. 1972); *Minarcini v. Strongsville (Ohio) City School District*, 541 F.2d 577 (6th Cir. 1976); *Salvail v. Nashua Board of Education*, 469 F. Supp. 1269 (D. N.H. 1979); *Campbell v. St. Tammany Parish School Board*, 64 F.3d 184 (5th Cir. 1995); *Loewen v. Turnipseed*, 488 F. Supp. 1138 (N.D. Miss. 1980); *Sund v. City of Wichita Falls, Texas*, 121 F. Supp. 2d 530 (N.D. Texas, 2000); *Counts v. Cedarville School District*, 295 F.Supp.2d 996 (W.D. Ark. 2003); *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S.Ct. 2799, 73 L.Ed.2d 435 (1982).

135. Clearly NASA et al. have placed "a serious burden upon the freedom of

discussion" and have sought to limit the "marketplace of ideas." This is actionable and Plaintiff's causes of action are supported by numerous court rulings and case laws (see *Minarcini v. Strongsville (Ohio) City School District*, 541 F.2d 577 (6th Cir. 1976); *Texas v. Johnson*, 491 U.S. 397, 109 S.Ct. 2533, 105 L.Ed.2d 342 (1989); *Wooley v. Maynard*, 430 U.S. 705 (1977); *City of Ladue v. Gilleo*, 512 U.S. 43, 114 S.Ct. 2038, 129 L.Ed. 2d. 36 (1994). The same is true of libel and defamation.

136. The intentional tort exception, 28 U.S.C. § 2680(h), does not apply to cases involving abuse of process, libel, slander, misrepresentation, deceit, or interference. The Defendants are liable (28 U.S.C. § 1346(b). Defamation is actionable and the Plaintiff is entitled to damages according to the Federal Torts Claims Act, and California law (See *Martintelli vs International House USA*, 161 Cal. App. 4th 1332, 1337 (2008); *Cunningham vs Simpson*, 1 Cal. 3d 301, 307; *Haley v Casa Del Rey Homeowners Ass'n* 153 Cal. App. 4th 863, 877 (2007)].

137. In *Butz v. Economou*, 438 U.S. 478, 507 (1978), the Supreme Court held that, in a suit for damages arising from unconstitutional action, federal executive officials exercising discretion are entitled only to the qualified immunity specified in *Scheuer* (*Scheuer v. Rhodes*, 416 U.S. 232, 247-248 (1974)), albeit subject to those exceptional situations where it is demonstrated that absolute immunity is essential for the conduct of public business. This does not apply to any of the Plaintiff's causes of actions. These were not discretionary acts, but served only to chill, restrain and violate the First Amendment.

138. The Defendants' malicious, odious conduct is not protected by the CDA and meets the standards for violations of California law and civil code (CPC 125; CCC 43, 46(1)(5), 527.6, 1431.2, 527.6, 3294(c), CHSC 1527(g).

139. By defaming and destroying JOC and then harassing, slandering, and defaming Dr. Joseph and the journal *Cosmology*, and by secretly ordering or pressuring LS/I to cancel the printings and sales of all books published by Plaintiff's company, the Defendants interfered with prospective rights, property rights, intellectual rights, economic advantage, and existing rights and this is actionable (*Small v. United States*, 333 F.2d 702 (3d Cir. 1964). The Defendants also maliciously inflicted personal and professional injuries, and interfered with existing rights and this is actionable (*Small v. United States*, 333 F.2d 702 (3d Cir. 1964).

140. NASA and the other Defendants including Lightning Source and Ingram, are liable for damages to or loss of property or personal injury or professional injury caused by the

negligent or wrongful act or omission of any employee of the government while acting within the scope of his/her office or employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred (28 U.S.C. §1346 (b). 10 U.S.C. §2733).

141. All the individual Does and Defendants, including Lightning Source and Ingram, are liable because they are either NASA employees or funded by NASA, or conspired with NASA or entered into illegal agreements with NASA, and are thus directly linked and meet the "direct links" test, the "public functions" test, the "nexus test," the "Federal actors" test and the "symbiotic relationship" test: **A)** "direct links" test, see *Lebron v. Nat'l Railroad Passenger Corp.*, 513 U.S. 374, 397-400, 130 L. Ed. 2d 902, 115 S. Ct. 961 (1995) (a direct link between private corporation and federal government establishes that corporation acted under color of federal law); **B)** the public function test, see *Rendell-Baker v. Kohn*, 457 U.S. 830, 842, 73 L. Ed. 2d 418, 102 S. Ct. 2764 (1982) (a private party performing a function traditionally the exclusive prerogative of the government is a government actor); **C)** the nexus test, see *Jackson v. Metropolitan Edison Co.*, 419 U.S. 345, 351, 42 L. Ed. 2d 477, 95 S. Ct. 449 (1974) (a private party is a Federal actor when there is a sufficiently close nexus between the government and the challenged action of the private party that the action of the private party is fairly treated as that of the government itself); **D)** the symbiotic relationship test (see *Burton*, 365 U.S. at 862 (a private party is a federal actor when the government has so far insinuated itself into a position of interdependence with that party that the government must be recognized as a joint participant in the challenged activity) (*Sarro v. Cornell Corrections, Inc.*, 248 F.Supp.2d 52,59 (D.R.I. 2003)).

142. Constitutional violations committed by private parties who are directly linked to or who are funded by NASA and who use this association and funds to violate constitutional rights can be considered "federal actors" (*Nwanze v. Phillip Morris, Inc.*, 100 F. Supp. 2d 215, 220 (S.D.N.Y. 2000), *aff'd*, 2001 U.S. App. Lexis 7502, 2001 WL 409450 (2d. Cir. Apr. 23, 2001)).

XII. Plaintiff Has Shown Cause, Standing.

143. Plaintiff has demonstrated standing for each claim and for each form of relief sought and thus has "standing" (*DaimlerChrysler Corp. v. Cuno*, 547 U.S. 332, 352 (2006); *Duke Power Co. v. Carolina Environmental Study Group, Inc.*, 438 U.S. 59, 72 (1978)). Plaintiff has also provided specific and general factual allegations of the numerous injuries suffered and which resulted from the defendant's conduct and thus has cause and standing (*Lujan v.*

Defenders of Wildlife, 504 U.S. 555, 561 (1992); Duke Power Co. v. Carolina Environmental Study Group, Inc., 438 U.S. 59, 72 (1978).

144. Plaintiff has also met Article III criteria for standing and has shown that **A)** Plaintiff has suffered numerous injuries that are not abstract, but factual, concrete, actual, specific, particularized, and imminent; **B)** Plaintiff has suffered several actual as well as threatened injuries all of which are a direct result of the illegal conduct of the defendants and which are easily traceable to the conduct and challenged conduct of the Defendants; (see Duke Power Co. v. Carolina Environmental Study Group, Inc., 438 U.S. 59, 72 (1978). **C)** many of the injuries are likely to be redressed by a favorable court decision (Lujan v. Defenders of Wildlife, 504 U.S. 560-561 (1992).

145. Although NASA's plans to transport Martian specimens to Earth threaten not just Plaintiff but present and future generations and all life on this planet, the court should be loath to decline standing to this Plaintiff who has already suffered numerous concrete injuries which most of the population have been spared (see U.S. v. Students Challenging Regulatory Agency Procedures, 412 U.S. 669, 687). To deny standing to this Plaintiff, just because others have been injured or will be injured, would make a mockery of the law and the Constitution--and would give NASA and the government carte blanche to cause widespread injury which could be challenged by no one.

146. In 2011, 2014, and again during the months of April to July of 2016, this Plaintiff suffered personal and professional harms which are linked to the broader future harms planned by NASA. However, broader harms which effect many, does not negate the concrete harms already suffered by this Plaintiff and which will be suffered in the future (See Federal Election Com'n v. Akins, 524 U.S. 11, 24 (1998); Public Citizen, 491 U.S., at 449-450, 109 S.Ct., at 2564-2565); Shaw v. Hunt, 517 U.S. 899, 905, 116 S.Ct. 1894, 1900-1901, 135 L.Ed.2d 207 (1996). Plaintiff has repeatedly suffered "injury in fact." Thus, the Court must accept the Plaintiff's allegations of harm as true, and those allegations which plausibly allege harm and which have directly impacted this Plaintiff who was specifically targeted by all the Defendants must also be accepted as true.

147. The claims before the Court entail specific violations of Plaintiff's First Amendment rights, including freedom of speech, freedom of the press, and the right to "due process" as guaranteed by the Fifth and Fourteenth Amendments, and this is actionable (Hurtado v.

California, 110 U.S. 516 (1884); *Snyder v. Massachusetts*, 291 U.S. 97, 105 (1934); *Washington v. Glucksberg*, 521 U. S. 702, 720).

148. As dictated by the Fifth and Fourteenth Amendments, "due process" acts as a safeguard against, and were written so as to prevent the government or any government agency, including NASA, from suppressing, interfering with, or harming Plaintiff's liberty or property or his rights to free speech and a free press. Since 1884, the Supreme Court has consistently held that Fifth Amendment due process means substantially the same as Fourteenth Amendment due process (*Hurtado v. California*, 110 U.S. 516 (1884)). The Fourteenth Amendment's Due Process Clause has a substantive component that "provides heightened protection against government interference with certain fundamental rights and liberty interests" (*Washington v. Glucksberg*, 521 U. S. 702, 720). The U.S. Supreme Court has broadly interpreted the "due process clause" as guaranteeing citizens, which includes this Plaintiff, the right to procedural due process even in civil cases (*Snyder v. Massachusetts*, 291 U.S. 97, 105 (1934)).

149. By policy and practice, NASA unlawfully restricts and chills constitutional rights to free expression and has restricted and violated Plaintiff's constitutional rights specifically. NASA's policies and practices are challenged on their face and as applied to Plaintiff. Therefore, Plaintiff has met the legal standards to show cause and standing as outlined in Federal Rule of Civil Procedure 8(a)(2) and as based on case law (*Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 ,570 (2007); *Ashcroft v. Iqbal*, 129 S. Ct. 1937, 1949 (2009); (see also *Florida Foundation Seed Producers, Inc. v. Georgia Farms Services, LLC*, No. 1:10-CV-125, 2012 WL 4840809, at *21 (M.D. Ga. Sept. 28, 2012) (Sands, J.) (citing *Nat'l. Serv. Indus., Inc. v. Vafla Corp.*, 694 F.2d 246, 249 (11th Cir. 1982); *Shipner v. Eastern Air Lines, Inc.*, 868 F.2d 401, 407 (11th Cir. 1989)).

150. Plaintiff has also met Article III criteria for standing (see *Duke Power Co. v. Carolina Environmental Study Group, Inc.*, 438 U.S. 59, 72 (1978); *Lujan v. Defenders of Wildlife*, 504 U.S. 560-561 (1992)). And, Plaintiff has demonstrated he has "constitutional standing" as well (see *Allen v. Wright*, 468 U.S. 737, 757 (1984)).

XIII. Causation

151. Plaintiff clearly has established cause and standing (see *Florida Foundation Seed Producers, Inc. v. Georgia Farms Services, LLC*, No. 1:10-CV-125, 2012 WL 4840809, at *21

(M.D. Ga. Sept. 28, 2012) (Sands, J.) (citing Nat'l. Serv. Indus., Inc. v. Vafla Corp., 694 F.2d 246, 249 (11th Cir. 1982)); Shipner v. Eastern Air Lines, Inc., 868 F.2d 401, 407 (11th Cir. 1989).

152. Admittedly, Plaintiff can only allege but cannot, *at the pleadings stage*, conclusively prove every allegation, i.e. that it was NASA that A) Poisoned "Tiger Wolf" Plaintiff's dog, B) Burglarized Plaintiff's home; C) Threatened to kill Plaintiff and Plaintiff's loved ones, D) Vandalized Plaintiff's vehicle; E) Followed, harassed and intimidated Plaintiff by using vehicles without license plates or men who would follow him after dark; F) Repeatedly hacked into Plaintiff's website and destroyed files and nearly 500 articles written by over 1,000 scientists, G) Attempted to kill Plaintiff, and H) Instructed, pressured, or conspired with Lightning Source and Ingram to breach their contract with Plaintiff and illegally cancel the printing, sales and distribution of all books published by Plaintiff's book publishing companies.

153. As to the injuries mentioned in the paragraph above, the fact remains that only NASA would have the motive, the means, the power, and, moreover, all these incidents occurred when Plaintiff was directly challenging NASA's dogma about extraterrestrial life and life on Mars, and was posing a threat to NASA's plans to transport Martian specimens to Earth. And, all the above incidents occurred during the same time periods when NASA and its personnel at Ames--who this Plaintiff can identify--were directly harassing, slandering, defaming, threatening, intimidating, and actively attempting to discredit this Plaintiff and prevent Plaintiff from publishing or carrying out his research.

154. NASA sits at the hub, like a spider in its web, directing assaults on the Constitution and this Plaintiff. There is a direct causal chain leading directly to the Defendants, and although in some instances there are links--like the spokes of a wheel leading from NASA--these links are not tenuous or hypothetical and when not, at present, directly and conclusively supported by the facts, nevertheless remain highly probable and plausible that NASA planned, directed and encouraged these injuries (see Nat'l Audubon Soc., Inc. v. Davis, 307 F.3d 835, 849 (9th Cir. 2002).

155. All the injuries sustained by this Plaintiff can be linked to and traced to the actions of NASA which has also led by example and has encouraged others to harm this Plaintiff, his property and his authors. These injuries, in aggregate, are certainly not the result of the completely independent and isolated actions of some third parties not before the court--only NASA had the motive, NASA Ames is 15 minutes from Plaintiff's home, six of those who

harmed this Plaintiff work at NASA Ames and one at NASA headquarters; and it is part of the public record that NASA has directly and repeatedly harmed this Plaintiff--they are proud of what they have done--and this is actionable (see *Simon v. Eastern Ky. Welfare Rights Organization*, 426 U.S. 26, 41-42 (1976); *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 561 (1992)).

156. The Plaintiff has therefore demonstrated motive and causation. Moreover, the Courts have ruled that at the pleading stage, general factual allegations of injury suffice as the Court must presume that Plaintiff's general and specific allegations embrace and are supported by specific facts which directly support the claim (*Lujan v. Defenders of Wildlife*, 504 U.S. 555, 561 (1992)).

157. Likewise, the causal chain between NASA, Lightning Source and Ingram, are linked A) by time (taking place in the same time frame), and B) with these later injuries sustained only after it was revealed by bloggers that book sales fund Plaintiff's research, and C) the injury served NASA's motives and interests: to harm and silence this Plaintiff and to deny him the funds which support the research which NASA opposes.

158. Thus, Plaintiff has suffered and will continue to suffer injuries particular to himself, and which is not shared equally by others, and this is actionable and demonstrates Plaintiff has standing (*Warth v. Seldin*, 422 U.S., at 499, 95 S.Ct., at 2205; *Arlington Heights v. Metropolitan Housing Dev. Corp.*, *supra*, 429 U.S., at 263, 97 S.Ct., at 561); *Federal Election Com'n v. Akins*, 524 U.S. 11, 24 (1998)).

159. Hence, this complaint meets the requirements of Article III of the U.S. Constitution and established case law (*Evident Corp. v. Church & Dwight Co., Inc.*, 399 F.3d 1310, 1313 (Fed.Cir.2005); *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 650-61 (1992); *Valley Forge Christian College v. American United For Separation of Church and State, Inc* 454, 482 (1982)).

XIV. Redressability and Expert Testimony

160. On the surface this case and the issues before the Court, appear to fall under the authority of the Congress. Unfortunately, the Court cannot rely on Congress, as NASA has a history of lying to Congress about numerous important issues including climate change (during the George W. Bush administration). And NASA has suppressed the research of its own scientists--including the director of the Rover team--all of whom were forced to repudiate and deny their "Earth shattering" discoveries. NASA can't be trusted. Then there are the

outrageous lies NASA issued about the editorial policies of JOC. In fact, NASA, and its personnel and administrators, have a history of lying even to NASA's Inspector General. And as based on Congressional investigations, high ranking NASA personnel (General Worden) have betrayed this country.

161. In 2013, the Director of NASA Ames (General Worden) and his staff were accused by the Chairs of the Congressional Committees which oversee NASA (i.e. Frank Wolf and Lamar Smith) of espionage, and harming the security of this nation, and illegally transferring top secret missile launch technology to China, and engaging in criminal conduct which has put this entire nation at risk. Five of those who harmed this Plaintiff, work for General Worden. These Congressmen in fact filed a criminal complaint with the Dept. of Justice against Worden and his staff and who were being protected by high NASA Administrators, from Chief Administrator Bolden on down--all of who desperately sought to cover up these crimes (see Aviation Week, <http://aviationweek.com/search/results/Worden%20NASA%20China%20espionage>). NASA betrayed this country, and now now these same NASA personnel threaten the entire world.

162. Therefore, although on the surface, it may appear that it is the responsibility of Congress to order NASA to change plans, at the same time, NASA would lie to Congress--lying is NASA's MO. Moreover, it would be impossible for this Plaintiff or others to present actual evidence of life on Mars, and to explain the dangers to Congress--Plaintiff has tried and can't get a hearing. Nor will other scientists speak up for fear of retaliation by NASA. Congress would rely on NASA, which can't be trusted; and then Congress would do nothing.

163. In regard to the Public Trust Doctrine, the Court is being asked to help fashion a specific remedy to address the harm after Plaintiff proves it, based on factual data, discovery, hard science and the testimony of legitimate experts in biology (vs NASA's astronomers, engineers, and geologists with no expertise in biology). The impact can also be determined after legitimate experts in biology (microbiology, fungi, and genetics), present the hard science, after the case moves beyond the pleading stage.

164. Although the issues (RE: life on Mars, dangers of contagion) are beyond the expertise of the Court, the Court can hear the testimony of experts in biology, on either side of the issue, and direct NASA to take appropriate action. There is no need for the Court to precisely dictate any specific changes in NASA's plans. The Court need only order NASA to tell the truth about life on Mars, listen to the testimony of legitimate experts on the explicit dangers

to this planet, its biosphere, climate, oceans, and air --and the dire consequences for this Plaintiff, and current and future generations--if Martian organisms escape into the environment. The Court can then order NASA to adopt standards and alter its plans, so as to prevent the additional constitutional harm and avoid the risks to this planet and this Plaintiff.

165. Plaintiff alleges that when ordered by the Court, and if offered protection and anonymity by the Court, and their testimony sealed, even some of NASA's "experts" will admit the truth: there is substantial evidence of past and current life on Mars and NASA.

166. Moreover, the courts can address constitutional violations by government agencies and can order NASA-- which has been delegated the authority (via Congress) to create its plans-- to change those plans thereby providing equitable relief (C.f. *Reeves Brothers, Inc. v. EPA*, 956 F .Supp. 665 (W.D. Va. 1995)). There is a long history of the Court ordering government agencies to change and craft regulations (C.f. *Reeves Brothers, Inc. v. EPA*, 956 F .Supp. 665 (W.D. Va. 1995)), and thus it is not improper, and in fact it is imperative, that the Court address these constitutional violations by NASA, and order NASA to either prove there is no life on Mars, or change its plans--and in so doing the Court can provide equitable relief.

167. As to issues of slander, defamation, harassment, intimidation, and other injuries including breach of contract, tortious interference, and violations of Plaintiff's First, Fifth, and Fourteenth Amendment Rights, only the Court can provide relief and order the Defendants to compensate Plaintiff for harms caused.

XV. Jurisdiction And Venue

168. This action is brought pursuant to the "Public Trust Doctrine" which has been repeatedly embraced by the U.S. government, as governed by the United States Constitution.

169. This action is also brought pursuant to the United States Constitution, particularly the First, Fifth, Ninth, and Fourteenth Amendments, and the Civil Rights Act, 42 U.S.C. §§ 1983 and 1988, and the laws of California.

170. This action details ten causes of action and seeks damages as well as declaratory and injunctive relief (Federal Rule of Civil Procedure 8(a)(2); *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 ,570 (2007); *Ashcroft v. Iqbal*, 129 S. Ct. 1937, 1949 (2009)).

171. This action is also authorized by Article III, Section 2, which extends the federal judicial power to all cases arising in equity under the Constitution. "The identification and protection of fundamental rights is an enduring part of the judicial duty to interpret the

Constitution." *Obergefell v. Hodges*, 576 U.S. ____, slip. op. at 10 (2015). That grant of equitable jurisdiction under Article III, requires the courts to apply the Constitution to challenges unforeseen by the framers, such as the irreversible destruction of the natural heritage of our whole nation if NASA is allowed to transport Martian specimens to Earth.

172. An actual controversy has arisen and exists between the Plaintiff and the Defendants because the Defendants have harmed the Plaintiff and placed the Plaintiff in a dangerous situation, and they continue to infringe upon Plaintiffs' constitutional rights, and have abrogated their duty of care to ensure the Plaintiff's reasonable safety, among other violations of law. The Plaintiffs has no adequate remedy to redress the harms herein, which are of a continuing nature and which, if left unresolved, will be irreversible.

173. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 (federal question), 28 U.S.C. § 2201 (creation of a remedy), and 28 U.S.C. § 2202 (further relief) as this action arises under the laws of the United States.

174. This Court has original jurisdiction over these federal claims pursuant to 28 U.S.C. § 1331 and §1343.

175. This Court has authority to grant the requested declaratory judgments pursuant to 28 U.S.C. §§ 2201 and 2202 and Federal Rule of Civil Procedure 57.

176. This Court has authority to issue the requested injunctive relief pursuant to 42 U.S.C. § 1983 and Federal Rule of Civil Procedure 65.

177. This Court has subject matter jurisdiction over the federal claims pursuant to 28 U.S.C. ' 1331, 1343 (3-4).

178. Supplemental jurisdiction is asserted over state law claims pursuant to 28 U.S.C ' 1367.

179. Venue is proper pursuant to 28 U.S.C. 1391(b,e) and Section 552(a)(4)(B), and 5 U.S.C. § 552(a)(2)(A), (3)(A),(C), (6)(A)(ii), (F), in that the Plaintiff's claims arose in the Northern Judicial District of California, Defendant NASA's Ames Research Center and NASA's "Astrobiology" center are located in the Northern Judicial District of California, and the editorial offices for Cosmology.com and Cosmology Science Publishers are located in California, and Plaintiff Rhawn Joseph who owns Cosmology and Cosmology Science Publishers lives in the Northern Judicial District of California. Moreover, Defendants Ingram Industries Inc. and its subsidiaries Ingram Content Group and Lightning Source Inc. are registered and licensed to do

business in California and commonly ship books published by Plaintiff to buyers living and working in Northern California.

PARTIES

XVI. Plaintiff

180. Plaintiff Rhawn Joseph's initial training was in biology and neuroscience. In the 1970's he proved or provided confirming evidence of what were then major scientific discoveries which were peer reviewed and published in esteemed scientific journals. These discoveries include: 1) neuroplasticity and recovery of function in the primate brain--thought to be impossible at the time; 2) the hormonal basis of sex differences (rats)--thought to be impossible at the time; 3) early environmental influences on primate brain neuronal-synaptic connections and neural-perceptual development--thought to be impossible at the time; and 4) (in rats) early environmental influences on intelligence, learning and memory; and Plaintiff was the first to prove this conclusively (Joseph 1978, 1980, Joseph et al. 1978, 1979; Joseph & Gallagher, 1980; Joseph & Casagrande 1978, 1980; Casagrande & Joseph 1978, 1980)--and his work has been replicated many times. Since the 1970s and continuing until May of 2016, Plaintiff has conducted important research and published numerous scientific discoveries, as well as theoretical articles which have been reprinted by various universities including Harvard Medical School. Plaintiff is also the author of several best selling neuroscience textbooks (published by Plenum, Basic Books, and others) and has published numerous chapters in scientific and scholarly books edited by esteemed scientists, including the Human Mission to Mars, edited by NASA Senior Scientist and Science Directorate Dr. Joel Levine.

181. In 2000, Plaintiff published the first trade book, ever, on the subject of astrobiology, titled "Astrobiology..." and this was an immediate best selling book which NASA and its associates sought to censor and suppress. The only other book published with a similar title, had been a dense scientific book, edited by Richard Hoover and read by comparatively few. It was only a year after Plaintiff published his book, "Astrobiology" that scientific periodicals with Astrobiology in their title, began to be published and over the next two years there followed almost a dozen books with similar titles, all published with the approval of NASA. Thus, Dr. Joseph is one of the pioneers in the field of Astrobiology and many of his theories in this field and published in his 2000 book, have since been validated and confirmed by other scientists, including scientists at NASA which years before attempted to have this book censored.

182. In 2009, Dr. Joseph founded, edited, and published the first fourteen editions of the Journal of Cosmology and the 25 editions of "Cosmology.com." His editors included Dr. Rudolf Schild of the Dept of Astrophysics at the Harvard-Smithsonian; Dr. Carl Gibson of U.C. San Diego and Scripps Institute; Dr. Joel Levine of NASA, the world famous Sir Roger Penrose of Oxford, and Dr. Chandra Wickramasinghe who founded the world's first Astrobiology Center in the world--before NASA even knew that word existed-- and who was a co-author and co-scientist and collaborator of the world famous Fred Hoyle who coined the terms "astrobiology" and "the big bang." It is these editors of JOC whom NASA collectively referred to as "a joke" "not to be taken seriously."

183. In May of 2016, Dr. Joseph published "A Low to High Probability of Life on Mars," which demonstrated, based on the expertise of dozens of experts on the faculty of accredited universities, that Martian specimens photographed by the Mars' rovers, resemble fungi, mushrooms, and puff balls in the process of sporing (Joseph, 2016).

XVII. Defendants

184. Defendants include the National Aeronautics and Space Administration (NASA), which is an independent administrative agency within the Executive Branch of the United States of America, within the meaning of 5 U.S.C. § 552(f)(1). The United States of America and Defendant NASA, as an agency and as part of and representative of the United States of America ("United States"), are the sovereign trustee of national natural resources, including air, water, sea, shores of the sea, and wildlife. In its sovereign capacity, the United States controls our nation's air space and atmosphere. In its sovereign capacity, the United States controls federal public lands, waters, and other natural resources, including fossil fuel reserves. In its sovereign capacity, the United States controls science in this country. NASA is referred to as "NASA" or the "Defendant."

185. Ingram Industries Inc. is a privately held manufacturing and book printing and distribution company headquartered at 4400 Harding Pike, 9th Floor, Nashville, TN, 37205, and has annual revenues of over \$2 billion dollars. The Ingram Content Group is a subsidiary of Ingram Industries and its operating units include Lightning Source Inc., which is also headquartered in Nashville. Ingram Industries and Ingram Content Group are referred to as Ingram (I), and Lightning Source is identified by name or as LS; and together as LS/I. LS/I commonly conduct business in the Northern District of California. Their agent for service is: CT

Corporation System, 818 West Seventh St, Suite 930, LA, CA 90017

186. The exact identities of Does 1-100 in this action, are, with some exceptions, unknown, or only suspected. Does 1-100 along with NASA, are referred to as the "Defendants."

XVIII. PRAYER FOR RELIEF

187. "...I have sworn upon the altar of god eternal hostility against every form of tyranny over the mind of man." --Thomas Jefferson.

188. "[W]hen the rights of persons are violated, 'the Constitution requires redress by the courts,' notwithstanding the more general value of democratic decision making" *Obergefell v. Hodges*, 576 U.S. ____, slip. op. at 24 (2015).

189. This Court has authority to grant the requested declaratory judgments pursuant to 28 U.S.C. §§ 2201 and 2202 and Federal Rule of Civil Procedure 57.

190. This Court has authority to issue the requested injunctive relief pursuant to 42 U.S.C. § 1983 and Federal Rule of Civil Procedure 65.

191. Plaintiff asks the Court to:

(1). Declare that Defendant NASA has violated and are violating the Plaintiff's fundamental constitutional rights to life, liberty, and property by use of defamation, slander, libel, death threats, and by planning to transport Martian organisms to this planet; and award Plaintiff \$100 million dollars in damages and compensation.

(2). Enjoin Defendant NASA from further violations of the Constitution underlying each claim for relief;

(3). Declare NASA's public trust violations and enjoin the Defendants from violating or engaging in actions (i.e. the transport of Martian specimens to Earth) which will violate the public trust doctrine underlying each claim for relief;

(4). Order NASA to state on its website, and to explicitly inform the public, the media, the U.S. Congress, and all nations, that there is substantial evidence of life on Mars, based on the research of the scientists cited in this action (i.e. Levin, McKay, Joseph).

(5). Order NASA to state on its website and to explicitly inform the public, the media, the U.S. Congress and all nations, that transporting Martian specimens to Earth may result in contagion, plague, mass death and damage to the environment.

(6). Order NASA to remove from its website and to repudiate all claims that there is no evidence for life on Mars, as this is clearly a lie.

(7). Order NASA to publicize and publish on the NASA website, Plaintiff's report of the judgment of experts on the probability of life on Mars, and (when written) Plaintiff's final report on the probability of Life on Mars based on the expert judgment of 30 geologists and 40 biologists.

(8). Order the Defendants to abandon their plans to transport Martian specimens to Earth until, or unless, NASA can prove, conclusively, based on factual scientific evidence conducted by scientists with an expertise in biology, that there is no life on Mars.

(9). Order NASA to A) develop a plan to transport Martian specimens to the international space station (ISS), where all activities will be monitored by 24/7 video feed to Earth, and where a strict quarantine will be enforced; or B) to develop a plan to transport colonies of scientists to Mars where the geology and biology of the planet can be investigated in situ.

(10). Order NASA to thoroughly investigate, under the supervision of Plaintiff, each and every specimen identified by experts, as having a probability of life on Mars.

(11). Order NASA to thoroughly investigate, under the supervision of Plaintiff, each and every object, structure, of specimen, identified by NASA, other scientists, or by Plaintiff, as an "anomaly."

(12). Declare NASA's violations of the First Amendment, enjoin the Defendants from further violations of the U.S. Constitution, underlying each claim for relief; and award Plaintiff \$300 million dollars in damages and compensation for repeated violations of Plaintiff's First Amendment rights;

(13). Declare NASA's violations of the Fifth Amendment right to due Process.

(14). Declare the Defendants' violations of the First Amendment, freedom of speech and freedom of the press.

(15). Order Defendants Ingram and Lightning source to pay \$1.5 million in damages for breach of contract, personal injury, violations of the First Amendment, conspiracy, and Tortious Interference.

(16). Order NASA to admit that it A) slandered, defamed and libeled the Journal of Cosmology and B) lied about JOC's peer review process, and that C) to the knowledge of NASA JOC peer reviewed all articles published by JOC at the time NASA lied about these editorial policies, D) and to issue a public apology to Plaintiff.

(17). Order NASA to fashion a policy forbidding NASA scientists and employees from A) serving on the editorial boards of any scientific journal, and B) working at private or public entities supposedly searching for extraterrestrial life, such as SETI.

(18). Order NASA to A) refrain from ever making official statements about life on Mars or extraterrestrial life (other than those approved by this court), and in the future, to do so only following peer review by an independent board, and B) to submit all official statements, pronouncement, and research to the editors of Cosmology.com and JOC for peer review (under the supervision of Plaintiff) prior to release and C) bar NASA and its employees from publishing or issuing any statements on these issues unless granted leave by the court and only if approved following peer review administered by the editors of Cosmology.com and JOC.

(19). Appoint Plaintiff to serve as the Courts' Special Master, to monitor, advise, and to assist in enforcing the orders of the Court;

(20). According to the U.S. Dept. of Justice, and as indicated in Standard Form 95 block 12d, all claims for money damages must state a claim for money damages in a "sum certain" amount, i.e. a "specific amount." Likewise California Code of Civil Procedure, 452.10 (a)(1,2) requires an estimate as to losses and damages. A. For Plaintiff: Rhawn Joseph, a "sum certain," "specific" amount of \$300 Million, against NASA, and \$1.5 Million against LS/I;

(21). Rule in favor of Plaintiff, and grant each of Plaintiff's Ten Causes of Action and Claims for Relief and issue Injunctive and Declaratory relief as set forth below, and:

(22). Such other and further relief as the court deems just; and all other further relief to which the Plaintiff may be entitled.

CAUSES OF ACTION AND CLAIMS FOR RELIEF

XIX. First Cause of Action and Claim for Injunctive and Declaratory Relief: NASA Has Violated and is Planning to Violate the Public Trust Doctrine

192. The Plaintiff hereby re-alleges and incorporates each of the allegations set forth above.

193. The Constitution recognizes and preserves the fundamental right of citizens to be free from government actions that harm life, liberty, and property. These inherent and inalienable rights guaranteed by the Constitution, protect citizens and posterity from government infringement upon basic freedoms and basic (or natural) rights. The rights to life,

liberty, and property have evolved and must continue to evolve to protect against technological advances which pose new threats to these fundamental rights. As stated in the Preamble of the Constitution, these rights belong to present generations as well to our "Posterity" (or future generations). As witnessed by NASA's conduct as set forth in this complaint there is now substantial discord between the Constitution's central protections and the behavior of government which has and which is planning to continue violating those rights.

194. The evolution of life on Earth, culminating in human civilization and the water sources, crops, foods, wildlife, marine life, and the biosphere upon which people depend, has taken place within a very narrow set of environmental conditions which were established and created by microbes and then supplemented by plants and trees, over the course of the last 4 billion years (Joseph 2010). If Martian bacteria and viruses are transported to Earth, the very nature of bacteria, and plant, animal, and human life on this planet may be altered through invasive competition, infection, and horizontal gene transfer, thus resulting in possibly dramatic changes in the atmosphere, biosphere, climate and the infrastructure of civilization. It may be nearly impossible for human civilization, including the Plaintiff, to adapt to or survive these changes if NASA is allowed to transport these Martian specimens to Earth and these organisms escape into the environment. The survival and well-being of all of life on Earth will be significantly threatened by extraterrestrial destabilization; and then NASA will lie about it making it even more difficult to combat these threats and ameliorate the resulting damage.

195. NASA's plan to transport Martian specimens to Earth, will harm our nation's natural resources and poses a direct threat to the Plaintiffs' rights to life, liberty, and property. The Plaintiffs' substantive Fifth Amendment rights have been infringed.

196. NASA is in violation of and is planning to violate the Public Trust Doctrine, as well as the First, Fifth, Ninth, and Fourteenth Amendments of the Constitution.

197. Plaintiff and future and current generations are beneficiaries of rights under the public trust doctrine; rights that are secured by the Ninth Amendment and embodied in the reserved powers doctrines of the Tenth Amendment and the Vesting, Nobility, and Posterity Clauses of the Constitution. These rights protect present and future generations as well as the natural resources that are essential to life and vital to the citizens of our nation. These vital natural resources include the air, atmosphere, water, seas, and wildlife--all of which may be altered if NASA transports Martian organisms to Earth. The overarching public trust resource is

our country's life-sustaining biosphere which NASA will endanger.

198. As sovereign trustees, as part of the Federal government, Defendant NASA has a duty to refrain from engaging in or even planning actions which will result in the "substantial impairment" of these essential natural resources and the health of its citizens. The affirmative aggregate acts of Defendant NASA, proves they have behaved maliciously and acted with "willful ignorance" and "deliberate indifference" so extreme it "shocks the conscience." This abdication of duty will abrogate the ability of succeeding members of the Executive Branch and Congress to provide for the survival and welfare of our citizens and the endurance of our nation.

199. As sovereign trustees, the affirmative aggregate acts of NASA, and which includes slander, defamation, libel, fraud, and violations of the First, Fifth, Ninth, and Fourteenth Amendments, are unconstitutional and in contravention of the government's duty to protect the environment and other public resources. Instead, the Defendants have lied about evidence of extraterrestrial life on Mars, destroyed the reputations of numerous scientists, and have conspired to secretly transfer to Earth Martian bacteria, viruses, fungi and then harvest their genes, while simultaneously lying to the public so that NASA can avoid oversight by public and elected officials.

200. The Defendants' acts and plans, if not fundamentally altered without delay, will result in the contamination of this planet by Martian bacteria, viruses, and fungi, and effect a complete taking of some of the Plaintiff's property interests by virtue of the spreading contamination by Martian organisms. The Defendants' unlawful actions and plans and their continual lies about Martian life, and their successful attempts to censor and suppress much of this information, have placed the entire planet in jeopardy.

201. Clearly, NASA has acted with "deliberate indifference" and "willful ignorance" -- conduct which "shocks the conscience."

202. Because NASA cannot be trusted to tell the truth about life on Mars; and cannot be trusted to tell the truth if Martian organisms infect technicians, and escape after transport to Earth, the Court must intervene.

WHEREFORE, the Plaintiffs pray for relief as more fully set forth below.

203. Defendant NASA must be ordered to **A)** state on the NASA website, and **B)** inform the public, the media, and elected officials, **C)** that there is substantial evidence of life on Mars,

and to cite the work of McKay et al., Levin and Straat, and Joseph.

204. Defendant NASA must be ordered to **A)** prove there is no life on Mars or **B)** abandon its plans to transport Martian specimens to Earth; and **C)** inform other nations that the transportation of Martian specimens is extremely dangerous;

205. Defendant NASA must be ordered to **A)** develop a plan to transport colonies of scientists to Mars where the geology and biology of the planet can be investigated in situ, or **B)** develop a plan, under the Court's supervision, to transport these Martian specimens to the International Space Station (ISS), **C)** where a strict quarantine will be enforced **D)** and where there will be 24/7 public oversight maintained by video links which will broadcast, in real time, the arrival and examination of these Martian specimens.

206. Order that key provisions of Title 14, Section 1211, **A)** must again become NASA's and this nation's policy on extraterrestrial exposure and then **B)** enforced after the Martian specimens arrive at the ISS; i.e. **C)** a strict isolation and quarantine of all personnel aboard the ISS, and with no physical contact with Earth and its inhabitants, be it space shuttles, used rockets, and so on.

207. Defendant NASA must be also be ordered to **A)** Examine the Martian specimens identified by experts for evidence of life as reported by Joseph 2016a, **B)** examine Martian anomalies identified by Plaintiff, and **C)** to do so, with the current or future Mars' rovers **D)** and under the supervision and direction of Plaintiff.

208. Appoint Plaintiff Special Master and the Court's Monitor, to ensure that NASA complies with the Court's orders.

209. Issue a declaratory judgment that NASA has lied about life on Mars and the dangers of transporting Martian samples to Earth.

210. Issue a declaratory judgment that there is substantial evidence of past and current life on Mars, based on the work of McKay et al. Levin and Straat, and Joseph.

211. Issue a declaratory judgment that NASA and the U.S. military, **A)** are in violation of the "The Posse Comitatus Act" (18 U.S.C. § 1385) and **B)** have no right to apply or force U.S. citizens to abide by military orders requiring the denial and suppression of evidence of extraterrestrial life and NASA **C)** by using intimidation, harassment, violence, and death threats to enforce these military orders and to keep its plans secret, **D)** NASA has violated the First, Fifth, and Fourteenth Amendment rights of numerous citizens, including Plaintiff; and that **F)**

NASA is violating and planning to violate the Public Trust Doctrine; and that **G)** NASA has violated the First, Fifth, Ninth and Fourteenth Amendments.

212. Order NASA to **A)** appoint Plaintiff, Dr. Joseph, director of the current and future rover programs for a period of five years, and **B)** to give Dr. Joseph complete authority to appoint his own rover team of scientists (albeit with the approval of the Court), and **C)** to give Dr. Joseph complete authority to employ the rovers to investigate any specimens, structure, or object on Mars and **D)** to allow Dr. Joseph and his team to conduct this research and report all findings, without any interference by NASA, NASA administrators or staff, or military officers or personnel.

213. Rule against NASA and award Plaintiff \$300 million in damages.

214. This Court has authority to issue the requested injunctive relief pursuant to 42 U.S.C. § 1983 and Federal Rule of Civil Procedure 65.

215. This Court has authority to grant the requested declaratory judgments pursuant to 28 U.S.C. §§ 2201 and 2202 and Federal Rule of Civil Procedure 57.

XX. Second Cause of Action and Claim for Relief: Violation of the Due Process Clause of the Fifth Amendment

216. The Plaintiff hereby re-alleges and incorporates each of the allegations set forth above.

217. By slandering and defaming Plaintiff and his property, JOC, and by claiming as if established fact that JOC and Plaintiff does not "peer review" and "should not be taken seriously" NASA violated Plaintiff's rights to Due Process as guaranteed by the Fifth and Fourteenth Amendments.

218. NASA's plan to transport Martian specimens to Earth, will harm our nation's infrastructure and natural resources and poses a direct threat to the Plaintiffs' rights to life, liberty, and property. The Plaintiff's substantive Fifth Amendment rights have been and will be infringed.

219. Defendant NASA's aggregate acts have harmed the Plaintiffs' dignity and threaten life in this country and on this planet. If Martian organisms and resulting plagues sweep across the planet, it may become impossible to protect human health or provide for basic human needs, and make it impossible to have access to air, water, shelter, and food which has not

been altered and contaminated with Martian genes and Martian organisms.

220. NASA continues to knowingly enhance that danger by lying about the now substantial evidence for life on Mars, and encouraging others to vilify Plaintiff, thereby violating Plaintiffs' substantive Fifth Amendment due process rights.

221. Defendant NASA has a longstanding, actual knowledge of the serious risks of the harm their actions will cause (see: Title 14, Section 1211 of the Code of Federal Regulations), but they have failed to take the necessary steps to address and ameliorate the known. Instead they have acted with "deliberate indifference" and "willful ignorance" and have lied to the scientific community and to the public, without any concern as to the serious risks--conduct which "shocks the conscience."

222. By their affirmative acts resulting in dangerous interference with science and the advancement of science in this nation, and through defamation, slander, and libel, and by going forward with their plans to transport Martian organisms to Earth, and by encouraging others to harm and kill scientists including this Plaintiff, Defendant NASA has abrogated the duty of care to protect the Plaintiff's fundamental rights to life, liberty, and property. In their custodial role, and with respect to the damage they will likely cause to this planet, Defendant NASA have failed to protect the Plaintiff's needs, and the needs and requirements of the young and future generations, and as such, are in violation of the Fifth Amendment.

223. The United States, through NASA, is depriving and is planning to deprive the Plaintiff and all citizens of this country, of their fundamental rights to be free from the dangerous government acts, which infringe on their fundamental rights to life, liberty, and property.

224. The affirmative aggregate acts of the Defendant NASA in the areas of science, astrobiology, and their repeated attacks on the First and Fifth Amendment, have irreversibly discriminated against the Plaintiff's ability to exercise his fundamental rights to life, liberty, and property, and abridge central precepts of equality. The affirmative aggregate acts of Defendant NASA has caused and are causing irreversible damage to science, the Plaintiff's reputation, and the Plaintiff's right to live without fear he may be harmed or killed by NASA or its agents, and to live without the fear that his loved ones will be harmed or killed by NASA and its agents, simply because he performs and publishes research NASA opposes.

225. Clearly, Defendant NASA conduct and plans, denies not just the Plaintiff but the future citizens of this country, the same protection of fundamental rights afforded to prior and

present generations of adult citizens. The principles of the Equal Protection Clause, which are embedded in the Due Process Clause, prohibit the Federal Government's unjustified infringement of the Plaintiff's right and the right of future generations to be protected from the Defendants' aggregate acts that have caused and will cause Plaintiff substantial harm, and which will destabilize this nation, the biosphere, and the health of its citizens. The protection of the environment is fundamental to the Plaintiffs' fundamental rights to life, liberty, and property.

226. Because fundamental rights are at stake and are being infringed by the affirmative aggregate acts of the Defendants, this Court must apply strict scrutiny for a denial of equal protection of the law.

227. The Fifth Amendment's Due Process Clause and the Fifth Amendment's equal protection principles are profoundly connected but set forth distinct principles, which are implicated here. The Defendants have attacked and are planning to violate our fundamental rights to life, liberty, and property. The application of these principles requires the Court's strict scrutiny of the Defendants' discriminatory and unlawful actions.

228. NASA has lied to and kept the public ignorant about the overwhelming evidence of life on Mars, and this uniformed public also requires protection, as does future generations who should be considered separate suspect classes in need of extraordinary protection pursuant to the principles of Equal Protection.

229. The Plaintiff is a insular minority with no political power or influence over Defendants and their actions concerning these issues.

230. Future generations do not have present political power or influence, have immutable characteristics, and are also an insular minority.

231. The Plaintiff has no avenues of redress other than this Court, as Plaintiffs cannot challenge or alter the acts of Defendant NASA.

232. For purposes of the present action, the Plaintiff and all future generations of citizens, should be treated as protected classes because the overwhelming majority of harmful effects planned by NASA will occur in the future.

233. As those who will be harmed by NASA's actions include citizens presently below the voting age, as well as future generations, this Court should determine that they must be treated as protected classes.

234. The affirmative aggregate acts of the Defendants have unconstitutionally violated

the Plaintiffs' rights to life, liberty, and property.

WHEREFORE, the Plaintiffs pray for relief as more fully set forth below.

235. Defendant NASA must be ordered to **A)** state on the NASA website, and **B)** inform the public, the media, and elected officials, **C)** that there is substantial evidence of life on Mars, and to cite the work of McKay et al., Levin and Straat, and Joseph.

236. Defendant NASA must be ordered to **A)** abandon its plans to transport Martian specimens to Earth; **B)** inform other nations that the transportation of Martian specimens is extremely dangerous;

237. Defendant NASA must be ordered to **A)** develop a plan to transport colonies of scientists to Mars where the geology and biology of the planet can be investigated in situ, or **B)** develop a plan, under the Court's supervision, to transport these Martian specimens to the International Space Station (ISS), **C)** where a strict quarantine will be enforced **D)** and where there will be 24/7 public oversight maintained by video links which will broadcast, in real time, the arrival and examination of these Martian specimens.

238. Order that key provisions of Title 14, Section 1211, **A)** must be again become NASA's policy on extraterrestrial exposure and then **B)** enforced after the Martian specimens arrive at the ISS; i.e. **C)** a strict isolation and quarantine of all personnel aboard the ISS, for a minimum of six months, and with no physical contact or physical interaction with Earth and its inhabitants, be it space shuttles, used rockets, and so on.

239. Defendant NASA must be also be ordered to **A)** Examine the specimens identified by experts for evidence of life as reported by Joseph 2016a, **B)** and to do so, with the current or future Mars' rovers.

240. Appoint Plaintiff as Special Master and the Court's Monitor, and to act as the Court's representative, to monitor and ensure that Defendant NASA complies with the Court's orders.

241. Issue a declaratory judgment that NASA has lied about the dangers of transporting Martian samples to Earth.

242. Issue a declaratory judgment that there is substantial evidence of life on Mars, based on the work of McKay et al. Levin and Straat, and Joseph.

243. Find Against NASA and award damages to Plaintiff in the amount of \$300 million.

244. This Court has authority to issue the requested injunctive relief pursuant to 42

U.S.C. § 1983 and Federal Rule of Civil Procedure 65.

245. This Court has authority to grant the requested declaratory judgments pursuant to 28 U.S.C. §§ 2201 and 2202 and Federal Rule of Civil Procedure 57.

XXI. Third Cause of Action and Claim for Relief: The Unenumerated Rights Preserved for the People by the Ninth Amendment

246. Plaintiff hereby re-allege and incorporates each of the allegations set forth above.

247. Protecting the vital natural systems of our nation for present and future generations is fundamental to our ordered liberty and is deeply rooted in this nation's history and traditions. If the biosphere becomes unstable due to contamination by Martian organisms, both liberty and justice will be in peril.

248. The government's obligation to protect vital natural resources for the benefit of posterity has been recognized throughout American history, and through our country's laws and environmental conservation legislation. Our Federal government has the authority and the responsibility to be a steward of our country's essential natural resources, be it the water we drink, the air we breathe, or the flora and fauna--all of which may be imperiled if Martian viruses, bacteria, fungi and other Martian life forms are secretly transferred to this planet, only to escape, attack and/or exchange genes with Earthly life forms, thereby altering life on this planet.

249. Much of this planet's atmosphere, including the oxygen we breath, is and has been produced by plants, trees, and microorganisms. What may happen if the genomes of these organisms are hijacked by Martian organisms which may exchange genes and thereby alter the Earthly organisms which are responsible for creating an environment which has allowed humans and other Earthly life to prosper, thrive, and evolve? The consequences could be catastrophic.

250. What NASA is planning, is an intrusion and constitutes an attack on liberties protected by the Ninth Amendment and the right to live in an environment which sustains life, and not end life as we know it. Our country's vital natural systems, including the biosphere are directly threatened by NASA's plans.

251. Fundamental to our scheme of ordered liberty is the implied right to a stable biosphere and an atmosphere and oceans and lands that are free from dangerous

contaminants and pathogens. These are inherent, inalienable, natural, and fundamental rights.

252. The affirmative aggregate acts of Defendant NASA have infringed, and continue to infringe, on the Plaintiff's fundamental constitutional rights and the rights of future generations.

WHEREFORE, the Plaintiffs pray for relief as more fully set forth below.

253. Defendant NASA must be ordered to **A)** state on the NASA website, and **B)** inform the public, the media, and elected officials, **C)** that there is substantial evidence of life on Mars, and to cite the work of McKay et al., Levin and Straat, and Joseph.

254. Defendant NASA must be ordered to **A)** abandon its plans to transport Martian specimens to Earth; **B)** inform other nations that the transportation of Martian specimens is extremely dangerous;

255. Defendant NASA must be ordered to **A)** develop a plan to transport colonies of scientists to Mars where the geology and biology of the planet can be investigated in situ, or **B)** develop a plan, under the Court's supervision, to transport these Martian specimens to the International Space Station (ISS), **C)** where a strict quarantine will be enforced **D)** and where there will be 24/7 public oversight maintained by video links which will broadcast, in real time, the arrival and examination of these Martian specimens.

256. Order that key provisions of Title 14, Section 1211, **A)** must be again become NASA's policy on extraterrestrial exposure and then **B)** enforced after the Martian specimens arrive at the ISS; i.e. **C)** a strict isolation and quarantine of all personnel aboard the ISS, for a minimum of six months, and with no physical contact or physical interaction with Earth and its inhabitants, be it space shuttles, used rockets, and so on.

257. Defendant NASA must be also be ordered to **A)** Examine the specimens identified by experts for evidence of life as reported by Joseph 2016a, **B)** and to do so, with the current or future Mars' rovers.

258. Appoint Plaintiff as Special Master and the Court's Monitor, and to act as the Court's representative, to monitor and ensure that Defendant NASA complies with the Court's orders.

259. Issue a declaratory judgment that NASA has lied about the dangers of transporting Martian samples to Earth.

260. Issue a declaratory judgment that there is substantial evidence of life on Mars,

based on the work of McKay et al. Levin and Straat, and Joseph.

261. This Court has authority to issue the requested injunctive relief pursuant to 42 U.S.C. § 1983 and Federal Rule of Civil Procedure 65.

262. This Court has authority to grant the requested declaratory judgments pursuant to 28 U.S.C. §§ 2201 and 2202 and Federal Rule of Civil Procedure 57.

XXII. Fourth Cause of Action and Claim for Relief: Violation of Plaintiff's Right to Free Speech Under the First and Fourteenth Amendments (42 U.S.C. § 1983)

263. Plaintiff re-alleges and incorporates each of the allegations set forth in all paragraphs above.

264. NASA has finally silenced this Plaintiff. Because of the aggregate acts of NASA, which have targeted this Plaintiff, the scientific journals he's published, and Plaintiff's book publishing companies, and due to the hacking of Plaintiff's websites and destruction of articles by hackers, and given the poisoning of Tiger Wolf, the burglary of his home, the vandalism of his property, and the attempt on his life, and as Plaintiff reasonably anticipates this harassment will continue if Plaintiff continues to exercise his First Amendment Rights, Plaintiff has ceased his research, stopped writing on scientific subjects, and has ceased publication of his scientific journals. NASA has succeed in silencing this Plaintiff.

265. The First and Fourteenth Amendments prohibits the government from violating these rights and these prohibitions applies to all government agencies which includes NASA. NASA and its employees A) have created an atmosphere of fear and retaliation which include B) threats of violence against Richard Hoover who had published in JOC, and C) acts of violence against Plaintiff including the poisoning of his dog, Tiger Wolf, and threats to kill Plaintiff's loved ones, and D) violations of Plaintiff's right to exercise his rights to free speech and a free press.

266. Moreover, NASA has claimed it has the right to exercise prior restraint over the scientific journals published by Plaintiff--which is a violation of the Constitution and First Amendment.

267. NASA leads by example, and posted a death threat on the NASA website, and has encouraged or has paid others to attack, defame, and threaten and harm scientists, including this Plaintiff, for conducting and publishing research NASA opposes.

268. Because of the criminal actions of NASA, **A)** readership at JOC, and then, Cosmology at Cosmology.com, was reduced dramatically, **B)** the number of scientists willing to publish in these periodicals was dramatically reduced, **C)** the printing, distribution of books published by Plaintiff and Plaintiff's companies, were secretly cancelled by LS/I thereby reducing the readership of Plaintiff's books to zero.

269. Because of the actions of NASA and Defendants Lighting Source and Ingram, all sales of Plaintiff's books, and books published by Plaintiff's publishing company, were reduced to zero as of July 7, 2016, until discovery by Plaintiff on or about August 18, 2016. These lost sales are not a function of lack of interest, but tortious interference by NASA and LS/I and because the distribution and sales of these books was secretly cancelled by LS/I; and this is actionable (see *Quelimane Co. Inc., v Stewart Title Guar. Co* (1998) 19 Cal.4th 26,47; *Hoyen v, Manhattan Beach City School District* (1978) 22 Cal.3d 508; CCC 1708).

270. Because of the continual harassment, Plaintiff has stopped writing and stopped publishing and has been forced to sell his publishing houses, and this is actionable (*Dickerson v. United States*, 530 U.S. 428, 459 (2000); *Familias Unidas v. Briscoe*, 619 F.2d 391, 399 (5th Cir. 1980); *Averill*, 325 F. Supp. 2d at 1179)).

271. Because of the continual harassment by NASA and the attempt on Plaintiff's life, Plaintiff never published a complete report of the results from the Life on Mars study, but instead, abandoned this work.

272. Plaintiff has been severely and profoundly injured by the slanderous, defamatory, libelous, malicious, harassing, and negligent actions of the Defendants and this is actionable (see *Alpine Indus. Computers, Inc. v. Cowles Pub. Co.*, 57 P.3d 1178, 1188 (Wash. App. Ct. 2002); *Herron v. KING Broad. Co.*, 746 P.2d 295 (Wash. 1987); *Quelimane Co. Inc., v Stewart Title Guar. Co* (1998) 19 Cal.4th 26,47; *Hoyen v, Manhattan Beach City School District* (1978) 22 Cal.3d 508; CCC 1708], and a violation of California Civil Code [CPC 125; CCC 43, 46(1)(5), 527.6, 1431.2, 527.6, 3294(c), CHSC 1527(g)).

273. Defendants have caused Plaintiff pecuniary damage (*Leonardi v Shell Oil Co.*, 216 Cal. App 3d 457, 572 (1980)), and Plaintiff is entitled to Economic or Special Damages for losses related to the injuries inflicted . Plaintiff is also entitled to future damages, including those economic and noneconomic damages.

274. Defendant NASA has explicitly and implicitly chilled Plaintiff's free expression and

interfered with and suppressed Plaintiff's rights to free speech and a free press which are guaranteed by the First and Fourteenth Amendments and which is a violation of the California Constitution, Article 1, Sec 2 (a) and SEC. 3. (b) (1).

275. Defendants have acted maliciously with the goal of oppression which is actionable and a violation of California Civil Code, 3294 (c)(1)(2).

276. Plaintiff is entitled to declaratory and injunctive relief.

277. The Plaintiff is entitled to General Damages, Economic and Special Damages, Pecuniary Damages, Punitive and exemplary damages as well as injunctive relief and a declaration that the Defendants violated the Plaintiff's First Amendment rights. Additionally, the Plaintiff is entitled to damages in an amount to be determined by the evidence and by jury. According to the U.S. Dept. of Justice, and as indicated in Standard Form 95 block 12d, all claims for money damages must state a claim for money damages in a "sum certain" amount, i.e. a "specific amount." Likewise California Code of Civil Procedure, 452.10 (a)(1,2) requires an estimate as to losses and damages. **A)** For Plaintiff: Rhawn Joseph a "sum certain," "specific" amount of \$300 Million for damages inflicted by NASA and which is also the amount various individuals have offered to fund the search for extraterrestrial life. **B)** For Plaintiff: Rhawn Joseph, and against Defendants Lightning source, Ingram and Ingram Industries for \$1,555,000, which is the amount Plaintiff offered to sell his publishing companies and the rights to all books published by his companies and the sale of which LS/I sabotaged, and **C)** for whatever else the Court believes is just.

WHEREFORE, the Plaintiff prays for relief as more fully set forth below.

278. Injunctive Relief: Order NASA to publicize and publish on the NASA website, Plaintiff's initial report of the judgment of experts on the probability of life on Mars, and (when written) Plaintiff's final report on the probability of Life on Mars based on the expert judgment of 30 geologists and 40 biologists.

279. Award damages for and in favor of Plaintiff and against NASA for the following:

- A. General damages of \$300 million.
- B. Economic and Special Damages.
- C. Percuniary Damages.
- D. Punitive and exemplary damages.

- E. Such other and further relief as the court deems just; and
- F. All other further relief to which the Plaintiff may be entitled.

280. Award damages for and in favor of Plaintiff and against Lightning Source, Ingram Content, and Ingram Industries, for the following:

- A. General damages of \$1.5 million.
- B. Economic and Special Damages of \$1.5 million.
- C. Percuniary Damages.
- D. Punitive, future, and exemplary damages.
- E. Such other and further relief as the court deems just; and
- F. All other further relief to which the Plaintiff may be entitled.

XXIII. Fifth Cause of Action and Claim for Relief: Facial Challenge to Violation of Right to Free Speech and a Free Press Under the First and Fourteenth Amendments (42 U.S.C. § 1983) – Prior Restraint

281. The Plaintiff Dr. Joseph re-alleges and incorporates each of the allegations set forth in all paragraphs above.

282. The Plaintiff has a First Amendment right to engage in expressive activities, to conduct research, to publish his discoveries, and to publish books and scientific journals which peer review and publish the discoveries of other scientists. And Plaintiff has the right to do so without obtaining the support, backing, authorization or permission from government officials as guaranteed by the Fourteenth Amendment. NASA has clearly and repeatedly infringed on those rights.

283. The reputation of the Plaintiff and his property, Cosmology at Cosmology.com and JOC, were irreparably injured, and the denial of his constitutional rights is an irreparable injury per se. The Plaintiff is entitled to declaratory and injunctive relief. As a consequence of being denied his First Amendment and Fourteenth Amendment rights, the Plaintiff experienced significant professional injury, financial loss, as well as emotional pain and anguish and is entitled to damages

284. The Plaintiff is entitled to General damages, Economic and Special Damages, Pecuniary Damages, Punitive and exemplary damages, as well as injunctive relief and a declaration that Defendants violated his First Amendment rights, and rights guaranteed by the

California Constitution, Article 1, Sec 2 (a). The Defendants have also violated California Civil Code, 3294. (c)(1)(2).

WHEREFORE, the Plaintiffs pray for relief as more fully set forth below.

285. Injunctive Relief: Order NASA to publicize and publish on the NASA website, Plaintiff's initial report of the judgment of experts on the probability of life on Mars, and (when written) Plaintiff's final report on the probability of Life on Mars based on the expert judgment of 30 geologists and 40 biologists.

286. Declarative Relief: Declare that NASA has repeatedly violating Plaintiff's First Amendment Rights.

287. Injunctive Relief: Order NASA to publicize and publish on the NASA website, an apology to Plaintiff for repeatedly violating Plaintiff's First Amendment Rights.

288. Injunctive Relief: Order NASA to publicize and publish on the NASA website, Plaintiff's initial report of the judgment of experts on the probability of life on Mars, and (when written) Plaintiff's final report on the probability of Life on Mars based on the expert judgment of 30 geologists and 40 biologists.

289. Award damages for and in favor of Plaintiff Rhawn Joseph, Ph.D. and against NASA for the following:

- A. General damages.
- B. Economic and Special Damages.
- C. Percuniary Damages.
- D. Punitive and exemplary damages.
- E. Such other and further relief as the court deems just; and
- F. All other further relief to which the Plaintiff may be entitled.

XXIV. Sixth Cause of Action and Claim for Relief: Violation of Right to Free Speech and a Free Press Under the First and Fourteenth Amendments (42 U.S.C. § 1983) – Censorship, Prior Restraint

290. Plaintiff re-alleges and incorporates each of the allegations set forth in all paragraphs above.

291. NASA has repeatedly violated Plaintiff's right to free speech and a free press. NASA has claimed the right to censor speech which it objects to, and the right to engage in prior

restraint so as to censor the press, and has sought to illegally force its will upon Plaintiff by claiming the right to review and approve of what Plaintiff's says or write, and engage in prior restraint to prevent Plaintiff from exercise his First Amendment rights.

292. The Defendants are also in violation of the California Constitution, Article 1, Sec 2 (a) by interfering with the Plaintiff's ability to freely speak, write and publish his or her sentiments on all subjects; and Sec. 3. (b) (1) the Plaintiff's right of access to information concerning the conduct of the people's business.

293. Defendants have also sought to deny the Plaintiff his rights to due process and have engaged in "Fraud," which means an intentional misrepresentation, deceit, or concealment of a material fact known to the Defendants; the purpose of which was to violates Plaintiff's right to free speech, a free press, and to due process. Specifically, NASA claims there is no life on Mars despite the considerable evidence which proves there is life on Mars and which NASA sought to conceal. And NASA engaged in fraud with the intention of harming and depriving Plaintiff of his rights, property, and legal rights; and in so doing, repeatedly causing injury and this is actionable according to CCC1714. (a), CCC3294 9(c)(3).

294. The Plaintiff and other scientists have been profoundly harmed by these illegal actions which served to restrict freedom of speech and the press and to curtail the ability to publish one's discoveries or theories in scientific journals or books, and this is actionable (Bantam Books, Inc. v. Sullivan, 372 U.S. 58, 70 (1963); Near v. Minnesota, 283 U.S. 697 (1931); Organization for a Better Austin v. Keefe, 402 U.S. 415, 419 (1971); 403 U.S. 713, New York Times Co. v. United States (No. 1873), No. 1873, 44 F.2d 544, reversed and remanded; No. 1885, ___ U.S.App.D.C. ___, 446 F.2d 1327, affirmed). The Plaintiff is entitled to General damages, Economic and Special Damages, Pecuniary Damages, Punitive and exemplary damages, as well as injunctive relief and a declaration that the Defendants violated his First Amendment rights.

WHEREFORE, the Plaintiffs pray for relief as more fully set forth below.

295. Declare that NASA has violated Plaintiff's First Amendment Rights.

296. Order NASA to publish an apology to Plaintiff for violating Plaintiff's First Amendment Rights, on the NASA website.

297. Injunctive Relief: Order NASA to publicize and publish on the NASA website,

Plaintiff's initial report of the judgment of experts on the probability of life on Mars, and (when written) Plaintiff's final report on the probability of Life on Mars based on the expert judgment of 30 geologists and 40 biologists.

298. Award damages for and in favor of Plaintiff Rhawn Joseph, Ph.D. and against NASA for the following:

- A. General damages of \$300,000,000.000
- B. Economic and Special Damages.
- C. Percuniary Damages.
- D. Punitive and exemplary damages.
- E. Such other and further relief as the court deems just; and
- F. All other further relief to which the Plaintiff may be entitled.

XXV. Seventh Cause of Action and Claim for Relief: Libel, Defamation, Slander, Harassment, Intimidation

299. Plaintiff re-alleges and incorporates each of the allegations set forth in all paragraphs above.

300. NASA has a history of defaming famous and even a Nobel Prize winning scientist who discovered evidence of extraterrestrial life, and Plaintiff Dr. Joseph and his scientific journals have has been repeatedly slandered, defamed, harassed, and victimized by NASA which published and distributed defamatory and libelous statements so as to harm and discredit the Plaintiff his property and publishing business, and encouraged others to harm and defame the Plaintiff, and this is actionable.

301. NASA has falsely accused Plaintiff of not operating a real journal, and referred his property as an "April's fools joke" and "not a real journal" and which they libeled by falsely claiming Plaintiff (as publisher) and his journals, never peer review; even though over 40 NASA scientists, and four astronauts (two of whom walked on the moon), as well as NASA current Chief Scientist, NASA current Planetary Protection Officer, and NASA's current Director of Astrobiology, all published peer reviewed work on Plaintiff's journals and most of these scientists were forced to revised their articles after peer review--all of which was announced at NASA headquarters.

302. By defaming, libeling, and destroying JOC and this Plaintiff, and then warning

Cosmology not to be associated with Plaintiff and the Mars' Life study, and then defaming this Plaintiff with terms such as "mentally ill" and "delusional," and encouraging others to harm Plaintiff and to act on NASA's threats, the Defendants have interfered with prospective rights, property rights, intellectual rights, economic advantage, as well as existing rights and this is actionable (Small v. United States, 333 F.2d 702 (3d Cir. 1964)).

303. NASA and Does 1-100 are all liable. For example, in *Garcetti v. Ceballos*, 547 U.S. 410 (2006), the Court held that statements by public employees made pursuant to their employment have no First Amendment protection. Further, NASA et. al's defamatory conduct does not promote free speech, but serves to intimidate, injure, damage, and prevent the free speech of those being defamed including the Plaintiff. The Defendants seeks to persuade others that the speech of those being defamed should not be heard and that they should not be allowed to speak and they should not be listened to.

304. Further, NASA's in fact encouraged others to slander, defame, and cause profound personal and professional injury to Plaintiff, and other scientists, who report evidence of extraterrestrial life.

305. The Plaintiff has been severely and profoundly injured by the slanderous, defamatory, libelous, malicious, harassing, and negligent actions of the Defendants and this is actionable [see *Quelimane Co. Inc., v Stewart Title Guar. Co* (1998) 19 Cal.4th 26,47; *Hoyen v, Manhattan Beach City School District* (1978) 22 Cal.3d 508; CCC 1708], and a violation of California Civil Code [CPC 125; CCC 43, 46(1)(5), 527.6, 1431.2, 527.6, 3294(c), CHSC 1527(g)].

306. The Defendants have caused the Plaintiff Pecuniary damage (*Leonardi v Shell Oil Co.*, 216 Cal. App 3d 457, 572 (19800)), and the Plaintiff is entitled to Economic or Special Damages for losses related to the injuries inflicted which are a result of the Defendants' lies and odious conduct. The Plaintiff is also entitled to future damages, including those economic and noneconomic damages that the Defendants sought to inflict.

WHEREFORE, the Plaintiffs pray for relief as more fully set forth below.

307. Award damages for and in favor of Plaintiff Rhawn Joseph, Ph.D. and against NASA for the following:

- A. General damages of \$300,000,000.00
- B. Economic and Special Damages.

- C. Percuniary Damages.
- D. Punitive and exemplary damages, and
- E. Such other and further relief as the court deems just.

XXVI. Eighth Cause of Action and Claim for Relief: Monell Claim Section 1983

308. Plaintiff re-alleges and incorporates each of the allegations set forth in all paragraphs above.

309. A government body such as NASA may be held liable under 42 U.S.C. § 1983, when the execution of government policy or custom that may be fairly said to represent its official policy inflicts injury on a plaintiff. Section 1983 also allows liability for constitutional violations committed by government employees if the government body itself is responsible for causing constitutional deprivations. Monell liability can further rest on ratification by a final policymaker, or for damages caused by a failure to train employees that leads to the deprivation of constitutional rights (*Monell v. Department of Social Services*, 436 U.S. 658 (1978)).

310. Defendants have clearly violated the Plaintiff's well-established rights under the First, Fifth, and Fourteenth Amendments to the United States Constitution.

WHEREFORE, the Plaintiffs pray for relief as more fully set forth below.

311. Award damages for and in favor of Plaintiff Rhawn Joseph, Ph.D. and against NASA for the following:

- A. General damages in the amount of \$300,000,000.00.
- B. Economic and Special Damages.
- C. Percuniary Damages.
- D. Such other and further relief as the court deems just; and
- E. All other further relief to which the Plaintiff may be entitled.

XXVII. Ninth Cause of Action and Claim for Relief: Breach of Contract, Negligence, Incompetence, Tortious Interference

312. Plaintiff hereby re-allege and incorporates each of the allegations set forth above.

313. NASA has repeatedly engaged in tortious interference, beginning in 2011 when NASA flagrantly lied about JOC's peer review process, and did so to put JOC out of business and to benefit obscure scientific journals edited by NASA personnel by eliminating a major successful competitor, JOC--and this is actionable (see *Robins Dry Dock & Repair Co. v. Flint*,

175 U.S. 303 (1927); Venhaus v. Shultz, 155 Cal. App. 4th 1072, 1079—1080, 66 Cal. Rptr. 3d 432 (2007); Union Oil Co. v. Oppen, 501 F.2d 558 (9th Cir. 1974); Kinsman Transit Co., 388 F. 2d 821 (2d Cir. 1968); Fifield Manor v. Finston, 54 Cal. 2d 632, 636—637, 7 Cal. Rptr. 377, 354 P.2d 1073 (1960).

314. NASA again engaged in tortious interference, in May of 2016, by warning and threatening "Cosmology.com" "Cosmology" and the "Journal of Cosmology people" they should not be associated with the Plaintiff who was described in outrageously defamatory language.

315. NASA again engaged in tortious interference July of 2016 by pressuring, or persuading or using third parties to convince LS/I to cancel the printing, sales and distributions of all hardback and softcover books published by Plaintiff, following reports in the bloggosphere that Plaintiff is self-funded, and that proceeds from the sales of various books published by his company, provides the funds for Plaintiff's research.

316. Subsequently, on July 7, 2016, LS/I, acting in secrecy, cancelled all these books whose authors include almost 200 scientists, thus killing their sales' rankings and making it impossible for Plaintiff to sell or obtain any income from these books. LS/I then sought to maintain secrecy and repeatedly lied to this Plaintiff in order to cover up their unlawful actions.

317. The Defendants' actions in this matter had no justification, and the purpose was to violate this Plaintiff's First Amendment rights and stop his research.

318. The actions of the Defendant NASA, LS, and I, are also a violation of California law and case law, and is known as "Tortious interference", i.e. the intentional interference with contractual relations (see Robins Dry Dock & Repair Co. v. Flint, 175 U.S. 303 (1927); Restatement (Second) of Torts § 766C (1979); Venhaus v. Shultz, 155 Cal. App. 4th 1072, 1079—1080, 66 Cal. Rptr. 3d 432 (2007); Union Oil Co. v. Oppen, 501 F.2d 558 (9th Cir. 1974); Kinsman Transit Co., 388 F.2d 821 (2d Cir. 1968); J'Aire Corp. v. Gregory, 24 Cal. 3d 799, 804, 157 Cal. Rptr. 407, 598 P.2d 60 (1979); 14 Cal. App. 4th 842, 845, 17 Cal. Rptr. 2d 757 (1993); Fifield Manor v. Finston, 54 Cal. 2d 632, 636—637, 7 Cal. Rptr. 377, 354 P.2d 1073 (1960).

319. According to California and Case Law, when one party (a tortfeasor) convinces another party to breach a contract with Plaintiff, or when the obligations of one party to perform a contractual obligation are disrupted, thereby preventing the plaintiff from receiving the performance promised, such conduct is termed tortious inducement of breach of contract; and

this is sufficient for liability (see *North American Chemical Co. v. Superior Court*, 59 Cal. App. 4th 764, 786, 69 Cal. Rptr. 2d 466 (1997); *Limandri v. Judkins*, 52 Cal. App. 4th 326, 348, 60 Cal. Rptr. 2d 539 (1997); *Tri-Growth Centre City, Ltd. v. Silldorf, Burdman, Duignan & Eisenberg*, 216 Cal. App. 3d 1139, 1153—1154, 265 Cal. Rptr. 330 (1989); *San Francisco Design Center Associates v. Portman Companies*, 41 Cal. App. 4th 29, 42, 50 Cal. Rptr. 2d 716 (1995); *Lange v. TIG Insurance Co.*, 68 Cal. App. 4th 1179, 1187, 81 Cal. Rptr. 2d 39 (1999); *PMC, Inc. v. Saban Entertainment, Inc.*, 45 Cal. App. 4th 579, 603).

320. By secretly canceling the printing, sales, and distribution of books published by Plaintiff and his publishing companies, LS/I also acted negligently, incompetently, maliciously, and breached their service agreement with Plaintiff and which had been continually in effect since 2010 and was in effect on July 7, 2016, when they secretly cancelled--and this constitutes breach of contract and this is actionable according to California law [CCC 2711 (1)(a)(b)].

321. LS/I were clearly negligent [CCC1714. (a)], and engaged in fraud [CCC1714. (a), CCC3294 9(c)(3)].

322. Plaintiff's suffered damages and losses because of A) Lost books sales and B) Reduction of sales' rankings at Amazon, Barnes and Noble, etc.,

323. At the time LS/I decided to breach their contract, Plaintiff was (and is) offering to sell his book publishing company and the copyright to all books published by Cosmology.com and his company Cosmology Science Publishers, and which included the rights to what had been best selling books edited by famous scientists including Sir Roger Penrose of Oxford, and Deepak Chopra. Therefore, LS/I engaged in tortious interference, and this is actionable.

324. As required by California Code of Civil Procedure, 452.10 (a)(1,2) Plaintiff estimates that his economic losses and other losses due to the damage caused by the breach of contract by LS/I, to be \$1.5 million dollars, which is the price Plaintiff was offering to sell these assets.

325. Negligence on the part of LS and I, is not a defense, and is also actionable as Defendants LS and I, owed the Plaintiff a duty of care (see *North American Chemical Co. v. Superior Court*, 59 Cal. App. 4th 764, 786, 69 Cal. Rptr. 2d 466 (1997); and as their actions were unlawful, illegitimate, wrongful, and blameworthy (*imandri v. Judkins*, 52 Cal. App. 4th 326, 348, 60 Cal. Rptr. 2d 539 (1997); *Tri-Growth Centre City, Ltd. v. Silldorf, Burdman, Duignan & Eisenberg*, 216 Cal. App. 3d 1139, 1153—1154, 265 Cal. Rptr. 330 (1989); *San*

Francisco Design Center Associates v. Portman Companies, 41 Cal. App. 4th 29, 42, 50 Cal. Rptr. 2d 716 (1995); Lange v. TIG Insurance Co., 68 Cal. App. 4th 1179, 1187, 81 Cal. Rptr. 2d 39 (1999)).

WHEREFORE, the Plaintiff prays for relief as more fully set forth below.

326. Award damages for and in favor of Plaintiff and against NASA for the following:

- A. General damages of \$300 million.
- B. Economic and Special Damages.
- C. Percuniary Damages.
- D. Punitive and exemplary damages.

327. Award damages for and in favor of Plaintiff and against Lightning Source, Ingram Content, and Ingram Industries, for the following:

- A. General damages of \$1.5 million.
- B. Economic and Special Damages of \$1.5 million.
- C. Percuniary Damages.
- D. Punitive and exemplary damages.
- E. Such other and further relief as the court deems just; and
- F. All other further relief to which the Plaintiffs may be entitled.

XXVIII. Tenth Cause of Action and Claim for Relief: Personal Injury

328. Plaintiffs hereby re-allege and incorporates each of the allegations set forth above.

329. Clearly, the Plaintiff has been profoundly injured, emotionally, psychologically, and physically, by the aggregate acts of the Defendants, and this is actionable (Hoyen v, Manhattan Beach City School District (1978) 22 Cal.3d 508), Bush v. Lucas, 462 U.S. 367 (1983), California Civil Code, 3281, 1708).

330. The reputation of Plaintiff, his book publishing companies, and his scientific journals was maliciously defamed and destroyed by NASA.

331. Tiger Wolf was poisoned, Plaintiff was confronted by three NASA representatives who threatened to kill Plaintiff's loves one, and in consequence, Plaintiff has isolated himself so as to protect loved ones, and although he has had dogs all his life, Plaintiff is unwilling to get another dog for fear NASA will poison it.

332. Plaintiff, therefore, is entitled to damages for loss of consortium which relates to factors such as loss of society, loss of respect and and loss of enjoyment of life (see *Molzof v. United States*, 501 U.S. 301 (1992)).

333. Plaintiff is entitled to noneconomic and general damages, including losses which naturally or necessarily result from Defendants' conduct. General damages include pain and suffering, loss of enjoyment of life, emotional distress, and mental anguish, see *Bush v. Lucas*, 462 U.S. 367 (1983). The Plaintiff is entitled to noneconomic and general damages and those losses which naturally or necessarily result from this conduct. General damages include pain and suffering, loss of enjoyment of life, emotional distress, and mental anguish. Thus, Plaintiff is entitled to damages for loss of consortium which relates to factors such as loss of society, loss of respect, and loss of enjoyment of life (see *Molzof v. United States*, 501 U.S. 301 (1992)). Plaintiff is entitled to substantial damages even if the Court believes compensation would be punitive (*Molzof v. United States*, 502 U.S. 301, (1992)).

WHEREFORE, the Plaintiffs pray for relief as more fully set forth below.

334. Award damages for and in favor of Plaintiff Rhawn Joseph, Ph.D. and against NASA, Lightning Source, and Ingram, for the following:

- A. General damages.
- B. Economic and Special Damages.
- C. Percuniary Damages.
- D. Punitive and exemplary damages.
- E. Such other and further relief as the court deems just; and
- F. All other further relief to which the Plaintiffs may be entitled.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

DATED: September 6, 2016

Respectfully submitted

By: _____

RHAWN JOSEPH, Plaintiff

VERIFICATION AND PLAINTIFF'S DECLARATION

I, Rhawn Joseph, Ph.D., am the plaintiff in the above-entitled action. I have read the foregoing complaint and know its contents. I declare the same is true of my own knowledge and those matters that are alleged in the complaint on information and belief, and as to those matters, I believe to be true. I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct to the best of my knowledge and belief.

_____[date]

September 6, 2016

Plaintiff: Rhawn Joseph, Ph.D

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