

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

ARTHUR G. NEWMYER, individually and on)
behalf of his minor daughter, L.N)

Plaintiffs,)

v.)

THE SIDWELL FRIENDS SCHOOL)

and)

JAMES F. HUNTINGTON)

Defendants.)

and)

TARA MEHRBACH)

Intervenor.)

Civil Action No. 2011 CA 003727 M
Next Event: Deadline for Discovery
Requests - 2/1/2012
Calendar No. 7
Honorable Michael Rankin

JAMES F. HUNTINGTON)

Counter-Plaintiff)

v.)

ARTHUR G. NEWMYER,)

Counter-Defendant)

COUNTER COMPLAINT

COMES NOW Counter-Plaintiff, James F. Huntington, by and through counsel, Blank, Moorstein & Lipshutz, L.L.P. and Barton D. Moorstein, Esquire and for a Counter-Complaint against Counter-Defendant, Arthur G. Newmyer, states as follows:

1. James F. Huntington (hereinafter referred to as "Counter-Plaintiff" or "Dr. Huntington") is an adult resident and citizen of the State of Maryland.

2. Counter-Defendant Arthur G. Newmyer (hereinafter referred to as "Counter-Defendant" or "Mr. Newmyer") is an adult resident and citizen of the State of Florida.

3. Through this action, Dr. Huntington seeks compensation for the substantial damages that he has suffered from the wrongful actions undertaken by the Counter-Defendant, without foundation and/or notwithstanding an investigation, including punitive damages for the intentionally malicious and wrongful statements made by him about the Counter-Plaintiff and actions undertaken by Mr. Newmyer about Dr. Huntington.

4. As a result of the statements made and actions undertaken by Counter-Defendant, Dr. Huntington's reputation in his community was besmirched and defamed; Dr. Huntington has been forced to defend his good name against unfounded, scurrilous and scandalous accusations, thereby incurring substantial attorneys fees; he has lost substantial income and he will continue to lose substantial income as a result of Mr. Newmyer's wrongful actions; his world has been turned upside down and diminished; and the harm deriving from these wrongful actions and words continues through this day.

5. Even after the Counter-Defendant was aware that the actions and statements made by him were erroneous and harmful, yet, nonetheless, the Counter-Defendant continued with his course of action to intentionally, knowingly and maliciously harm Dr. Huntington. Dr. Huntington seeks damages from this Counter-Defendant in an amount sufficient to make Dr.

Huntington whole, and also in an amount commensurate with the wrongful actions undertaken by the Counter-Defendant sufficient to deter such wrongful behavior by this Counter-Defendant in the future.

6. By way of background, Dr. Huntington is a psychologist licensed in the District of Columbia and the State of Maryland. Until February 16, 2011, Dr. Huntington was employed by The Sidwell Friends School providing counseling services to students and families of The Sidwell Friends School.

7. Prior to the Fall of 2009, Mr. Newmyer, who is married to Tara Newmyer, (hereafter "Tara") entered into a comprehensive marital settlement agreement with Tara which resolved all of their marital issues and further provided, inter alia, that they would live separate and apart as if they were single and unmarried. They further agreed that neither would "annoy, harass or interfere with the life, business or personal affairs of the other." The marital settlement agreement and all of the terms contained therein, have been judicially determined to be valid and enforceable.

8. Mr. Newmyer and Tara had two children, the older one, L. N., was, at that time, of school age.

9. Prior to the fall of 2009, L.N. was enrolled at The Sidwell Friends School as a pre-kindergartner.

10. Dr. Huntington who had previously been married and was divorced, also had a child attending the Sidwell Friends School who was attending pre-kindergarten.

11. At all times pertinent hereto, as agreed by Counter Defendant and his estranged wife, they were to act with respect to each other as if they were single and unmarried; and were not subject to the annoyance and interference in the personal affairs of the other. Consistent with this agreement, Mr. Newmyer engaged in non-marital sexual conduct in October, 2009.

12. At some point during late 2009, Dr. Huntington met Tara, and as they each had a child in the same class, struck up a relationship. At a later date, Dr. Huntington and Tara became personally involved with each other.

13. At no time did Dr. Huntington act as a psychiatrist or psychologist to L.N.; at no time did Dr. Huntington render psychological or psychiatric care to or for the benefit of L.N.; at no time did Dr. Huntington act as an advocate at the Sidwell Friends School for L.N.; and at no time was Dr. Huntington ever alone with L.N. without others being present.

14. Notwithstanding the execution of a Marital Agreement between Mr. Newmyer and Tara, and the express agreement that neither would "annoy, harass or interfere with the life, business or personal affairs of the other," and notwithstanding the non-marital sexual conduct by the Counter-Defendant in October 2009, Mr. Newmyer sought to control his estranged wife, Tara, and continued to consider Tara to be subject to his dominion and control.

15. When Mr. Newmyer learned of the existence of a relationship between Tara and Dr. Huntington, he became personally affronted and enraged and, notwithstanding their valid and enforceable agreement undertook a course of conduct and actions designed specifically for the purpose of annoying, harassing, interfering with and harming his estranged wife, Tara. In the course of such actions, Mr. Newmyer also spoke and acted against Dr. Huntington and the academic organization affiliated with Dr. Huntington, namely, the Sidwell Friends School.

16. Prior to 2010, Mr. Newmyer was familiar with what constituted a therapeutic relationship, having personally and on behalf of his child, entered into such relationships previously. Although at all pertinent times Mr. Newmyer knew that no therapeutic relationship existed between Dr. Huntington and L.N., notwithstanding the same Mr. Newmyer engaged in a course of conduct

designed to allege the wrongful and unethical existence of such a relationship between Dr. Huntington and L.N., and sought to grievously harm Dr. Huntington.

17. The details of Mr. Newmyer's wrongful action and intentional misstatements will be set forth with more specificity at the time of trial hereof; however, without limiting the description of the wrongful actions of Mr. Newmyer, the Counter-Defendant sought to cast Dr. Huntington's involvement with L.N. as being in the nature of a Doctor-patient relationship; attempted to cast Dr. Huntington as having violated medical, psychological and/or psychiatric ethics; had sought to obtain a revocation of Dr. Huntington's licenses; and has engaged in a public course of conduct designed solely for the purpose of harming Dr. Huntington and casting him in a false light.

18. As part of this narrative of wrongful actions and intentional misstatements, upon information and belief Mr. Newmyer engaged in some actions by delegating responsibility to others, including through the hiring of "experts", public relations firms, and the like, all with the goal of publicizing to a wide general audience his narrative.

19. That the written and oral representations and actions of Mr. Newmyer, individually and/or through his agents, was wrongful and based upon knowingly false and untrue information.

20. On and after the fall of 2010, and over the next several months, and for no justifiable reason, Counter-Defendant advised numerous individuals of purported actions of Dr. Huntington, which this Counter-Defendant knew at the time he made the statements, were untrue, including especially, but not limited to, that Dr. Huntington was engaging in an unethical Doctor-patient relationship with his child, L.N.

21. These statements were spoken and actions undertaken in an effort to harm Dr. Huntington's reputation, maliciously, in bad faith and only out of mean-spiritedness.

22. That these statements were made to numerous individuals and companies, including many individual members of the Board of Trustees at the Sidwell Friends School, licensing boards, and others. Furthermore, Mr. Newmyer sought to advise the public, individually and through his agents, of his unfounded and wrongful narrative regarding Dr. Huntington, and also acted to assure that his wrongful, scurrilous, scandalous and sensational allegations obtained the widest possible public dissemination.

23. The Counter-Defendant undertook these actions and made these statements with the knowledge of the falsity of the statements and with the intent to harm Dr. Huntington.

24. As a result of the false and defamatory statements made by Mr. Newmyer, the character and reputation of Dr. Huntington were harmed, his standing and reputation among the community was impaired, he suffered financially, and he suffered mental anguish and personal humiliation within his family and the community.

25. As a direct and proximate result of the wrongful actions of the Counter Defendant, and false and defamatory statements made by Mr. Newmyer, Dr. Huntington has been materially and substantially damaged. His employment has been terminated. He has been subject to ridicule in the public eye. He has lost patients and has been denied employment from other existing and/or potential psychological practices. He has suffered financial and emotional distress. His other activities of daily living have been disrupted and diminished. Furthermore, the actions of Mr. Newmyer were made knowingly and maliciously with the specific intention of harming Dr. Huntington.

**COUNT I
(Defamation)**

26. The allegations contained in paragraphs 1 through 25 are hereby incorporated herein by reference as if fully set forth herein.

27. On and after the fall of 2010, and over the next several months, and for no justifiable reason, Counter-Defendant advised numerous individuals of purported actions of Dr. Huntington, which this Counter-Defendant knew at the time he made the statements, were untrue, including especially, but not limited to, that Dr. Huntington was engaging in an unethical Doctor-patient relationship with his child, L.N.

28. These statements were without privilege and were spoken and written in an effort to harm Dr. Huntington's reputation, maliciously, in bad faith and only out of mean-spiritedness.

29. That these statements without privilege and were made to numerous individuals and companies, including many individual members of the Board of Trustees at the Sidwell Friends School, licensing boards, and others. Furthermore, Mr. Newmyer sought to advise the public, individually and through his agents, of his unfounded and wrongful narrative regarding Dr. Huntington, and also acted to assure that his wrongful, scurrilous, scandalous and sensational allegations obtained the widest possible public dissemination.

30. The Counter-Defendant undertook these actions and made these statements negligently or with the knowledge of the falsity of the statements and with the intent to harm Dr. Huntington.

31. As a result of the false and defamatory statements made by Mr. Newmyer, which are defamatory as a matter of law, the character and reputation of Dr. Huntington were harmed, his standing and reputation among the community was impaired, he suffered financially, and he suffered mental anguish and personal humiliation within his family and the community.

32. As a direct and proximate result of the wrongful actions of the Counter Defendant, and false and defamatory statements made by Mr. Newmyer, Dr. Huntington has been materially and substantially damaged. His employment has been terminated. He has been subject to ridicule in the public eye. He has lost patients and has been denied employment from other existing and/or potential

psychological practices. He has suffered financial and emotional distress. His other activities of daily living have been disrupted and diminished. Furthermore, the actions of Mr. Newmyer were made knowingly and maliciously with the specific intention of harming Dr. Huntington.

COUNT II
(False Light Invasion of Privacy)

33. The allegations contained in paragraphs 1 through 32 are hereby incorporated herein by reference as if fully set forth herein.

34. That the actions of Mr. Newmyer as described above were designed to unreasonably place Dr. Huntington in a false light before the public.

35. That as set forth in detail previously, the false light in which Mr. Newmyer sought to place Dr. Huntington included an effort to depict Dr. Huntington as a sexually depraved unethical medical professional, who placed his interests ahead of those of a minor child and in a manner inconsistent with his medical ethical obligations.

36. That, if true, the wrongful allegations would be highly offensive to the reasonable person.

37. That at all times pertinent hereto, Mr. Newmyer knew of and/or acted in reckless disregard as to the falsity of the publicized material and without regard to the false light in which Dr. Huntington would be placed by the actions of Mr. Newmyer.

38. In fact, Mr. Newmyer undertook these actions and made these statements with the knowledge of the falsity of the statements and with the intent to harm Dr. Huntington.

39. As a result of the false statements made by Mr. Newmyer, the character and reputation of Dr. Huntington were harmed, his standing and reputation among the community was impaired, he suffered financially and emotionally; and he experienced personal humiliation within his family and the community.

40. As a direct and proximate result of the false light statements made by Mr. Newmyer, Dr. Huntington has been materially and substantially damaged. His employment has been terminated. He has been subject to ridicule in the public eye. He has lost patients and has been denied employment from other existing and/or potential psychological practices. Furthermore, the actions of Mr. Newmyer were made knowingly and maliciously with the specific intention of harming Dr. Huntington.

COUNT III
(Tortious Inteference with a Contractual Relationship)

41. The allegations contained in paragraphs 1 through 40 are hereby incorporated herein by reference as if fully set forth herein.

42. Without legal justification, Mr. Newmyer intentionally and improperly interfered with Dr. Huntington's employment contract with the Sidwell Friends School, and others.

43. To achieve its goal of getting Dr. Huntington terminated as a counselor at the Sidwell Friends School, Mr. Newmyer intentionally, and with an improper motive to injure Dr. Huntington, intentionally made the false representations and undertook the actions described above.

44. At all times pertinent hereto, Mr. Newmyer made these statements for the purpose of inducing the Sidwell Friends School, and others, to terminate Dr. Huntington's contracts.

45. That, in fact, Dr. Huntington's employment contracts with the Sidwell Friends School, and others, was terminated.

46. Furthermore, the actions of Mr. Newmyer were made knowingly and maliciously with the specific intention of harming Dr. Huntington.

COUNT IV
(Intentional Infliction of Emotional Distress)

47. The allegations contained in paragraphs 1 through 46 are hereby incorporated herein by reference as if fully set forth herein.

48. That the conduct of Mr. Newmyer, as described above, occurred intentionally with a desire to harm Dr. Huntington.

49. That the methodology by which Mr. Newmyer sought to harm Dr. Huntington, including the steps described herein, was extreme and outrageous.

50. That as a result of the actions of Mr. Newmyer, including inter alia besmirching Dr. Huntington's reputation, engaging in a course of conduct to terminate his employment and to have his medical license revoked, Dr. Huntington has experienced extreme emotional distress.

51. That as a result of the actions of Mr. Newmyer, Dr. Huntington has lost weight; suffered sleeplessness and insomnia; has experienced weeping spells; has sought private personal counseling; has experienced additional conflict with his former spouse; has suffered extreme financial distress; has lost time with his children; and has other activities of daily living substantially impaired.

52. As a result of the actions of Mr. Newmyer, the character and reputation of Dr. Huntington were harmed, his standing and reputation among the community was impaired, he suffered financially and he suffered mental anguish and personal humiliation within his family and the community.

53. As a direct and proximate result of the actions of Mr. Newmyer, Dr. Huntington has been materially and substantially damaged. His employment has been terminated. He has been subject to ridicule in the public eye. He has lost patients and has been denied employment from other existing and/or potential psychological practices. Furthermore, the actions of Mr. Newmyer were made knowingly and maliciously with the specific intention of harming Dr. Huntington.

WHEREFORE, under Counts I through IV, Counter-Plaintiff James F. Huntington demands that judgment be entered against the Defendant Arthur G. Newmyer for all compensatory damages which he has experienced, estimated in the range of Three Million Dollars (\$3,000,000.00), and punitive damages of Ten Million Dollars (\$10,000,000.00).

Respectfully submitted,

BLANK, MOORSTEIN & LIPSHUTZ, LLP



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 30th day of December, 2011, a copy of the foregoing

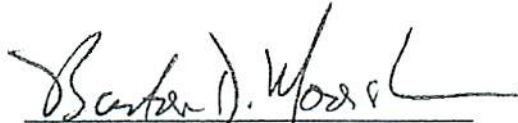
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