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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO

KEVIN MURPHY, M.D., an individual,  
  
Plaintiff,  
  
vs.  
  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a Public Entity; AJ MUNDT, M.D., an individual, and DOES 1-20,  
  
Defendants.

CASE NO.  
  
**COMPLAINT FOR DAMAGES**  
  
**1. VIOLATION OF CALIFORNIA WHISTLEBLOWER PROTECTION ACT (GOV. CODE § 8547 et seq.)**  
**2. RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5;**  
  
**DEMAND FOR JURY TRIAL**

Plaintiff KEVIN MURPHY (“PLAINTIFF”) hereby submits this Complaint against Defendants THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (the “REGENTS”), AJ M.D. (“MUNDT”), and DOES 1 through 20 (collectively “DEFENDANTS”), under information and belief as follows:

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**GENERAL ALLEGATIONS**

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1. PLAINTIFF is, and at all relevant times hereto was, a resident of San Diego, California.

2. Defendant REGENTS is, and at all relevant times hereto was, a California Public Entity, which employed PLAINTIFF at the University of California, San Diego (“UCSD”) in San Diego, California. For all purposes relevant to this matter, the REGENTS and UCSD are one and the same entity.

3. Defendant MUNDT is, and at all relevant times hereto was, a resident of San Diego, California.

4. PLAINTIFF does not know the true names or capacities of those defendants sued as DOES 1 through 20, inclusive. Thus, PLAINTIFF sues these defendants under fictitious names. When their true names and capacities have been ascertained, PLAINTIFF will amend this Complaint accordingly. PLAINTIFF is informed and believes, and based thereon alleges, that the fictitiously named defendants were the agents, servants, and employees of each of the named defendants and, in doing the acts and things alleged, were at all times acting within the course and scope of that agency, servitude, and employment and with the permission, consent, and approval, or subsequent ratification, of each of the named defendants. Reference to “DEFENDANTS” includes the named DEFENDANTS and the DOE defendants.

5. PLAINTIFF is informed and believes, and based thereon alleges, that at all material times, each of the DEFENDANTS was the agent and/or employee of each of the remaining DEFENDANTS, and each of them was at all material times acting within the purpose and scope of such agency and employment.

6. Venue is proper in San Diego, California pursuant to the provisions of California Code of Civil Procedure Section 395 because DEFENDANTS reside in San Diego, California and all acts giving rise to the causes of action alleged in this Complaint took place within that County.

7. Pursuant to California *Government Code* § 8547 et seq., Plaintiff KEVIN MURPHY M.D. filed a UCSD Whistleblower Retaliation Complaint Form against defendants UC REGENTS and AJ MUNDT on or about December 16, 2018, and a Supplemental Complaint on March 19, 2019 and a 2<sup>nd</sup> Supplemental Complaint on March 31, 2020, and a 3<sup>rd</sup> Supplemental Complaint on June

1 18, 2020, and a 4<sup>th</sup> Supplemental Complaint on September 8, 2020. As such, and since it has been  
2 over 18 months since Plaintiff KEVIN MURPHY M.D. filed his March 2019 whistleblower  
3 complaint, Plaintiff has exhausted all administrative/internal processes and remedies required by  
4 California *Government Code* § 8547 et seq. as to those claims. Plaintiff intends to file an amended  
5 Complaint when the Regents have concluded their investigation of the new acts of retaliation  
6 encompassed in Plaintiff’s 2020 supplemental complaints, which specifically include his  
7 termination and the intentional leaking of false information regarding Plaintiff to the media, as  
8 further described in paragraph 22, below.

9  
10 **FIRST CAUSE OF ACTION**

11 **(Violation Of California Whistleblower Protection Act (Government Code § 8547.10) As**  
12 **Against Defendants UC Regents, AJ Mundt, M.D. and DOES 1 through 20, inclusive)**

13 8. Plaintiff realleges as though fully set forth at length, and incorporates herein by  
14 reference, all of the allegations and statements contained in paragraphs 1 through 7, inclusive, of the  
15 General Allegations, above.

16 9. California *Government Code* § 8547.10(c) provides that: “. . . any person who  
17 intentionally engages in acts of reprisal, retaliation, threats, coercion, or similar acts against a  
18 university employee, including an officer or faculty member, or applicant for employment for  
19 having made a protected disclosure shall be liable in an action for damages brought against him or  
20 her by the injured party.”

21 10. Plaintiff is informed and believes and thereupon alleges that during his employment, he  
22 identified and became aware of misuse of donor funds and unethical activities which were engaged  
23 in, committed, allowed, and encouraged by the employees and agents, of defendants UC REGENTS,  
24 AJ MUNDT, M.D. and/or DOES 1 through 20 inclusive as described below.

25 11. Specifically, in early 2016, Plaintiff received a \$10 million gift for repetitive transcranial  
26 magnetic stimulation (“rTMS”) research from the Kreutzkamp Foundation via the UCSD  
27 Foundation. Charles Kreutzkamp was a patient of Plaintiff’s who believed in Plaintiff’s research in  
28

1 the area of rTMS and asked his attorney to arrange the gift with the UCSD Foundation before he  
2 passed away in November 2015, with the intent of funding rTMS research.

3 12. After Mr. Kreutzkamp communicated to Plaintiff that the gift would be forthcoming,  
4 Plaintiff communicated to the Moores Cancer Center development officer that the gift was being  
5 made and communicated the trust attorney's name and contact information. After that call, and  
6 unbeknownst to Plaintiff at the time, the gift was somehow converted by UCSD from "rTMS with  
7 Dr. Murphy" to a "general gift for cancer research at the Moores Cancer Center" which was  
8 inconsistent with the donor's intent.

9 13. Plaintiff is informed and believes, and thereupon alleges that as early as February 2016,  
10 the Cancer Center was aware of the gift, and discussing ways to use the funds, but intentionally cut  
11 Plaintiff out of the process even though Plaintiff was the one who secured the gift and knew the  
12 unambiguous donor's intent was for the money to be used for TMS research under Plaintiff's  
13 supervision.

14 14. When Plaintiff learned that the Cancer Center Director Dr. Scott Lippman had already  
15 ear-marked how to spend the \$10 million without Plaintiff's knowledge, Plaintiff made an  
16 appointment with him to explain the misunderstanding. In this meeting, Plaintiff was told by Dr.  
17 Lippman, who was Dr. Mundt's supervisor at the Moores Cancer Center, to "play my cards right,  
18 and I could receive \$2-3 million of this \$10 million gift." Plaintiff refused to go along with this  
19 scheme to use the funds for a purpose which was other than what the donor intended.

20 15. Throughout 2016 Plaintiff was outspoken in his complaints about the misuse of the funds  
21 and refused to go along with a plan where UCSD could rewrite the donor's intent and dole out the  
22 money as they saw fit. For example, on March 10, 2016, Plaintiff was asked to limit contact with  
23 the donor and told that the Office of Gift Planning would take over communications as part of a  
24 concerted effort to not effectuate the intent of the donation.

25 16. Further, Plaintiff alleges that consistent with his understanding of the donor intent, Mr.  
26 Kreutzkamp's widow, Mrs. Kreutzkamp provided a letter to the university on June 2, 2016 in order  
27 to confirm the purpose of the gift. In this letter, Mrs. Kreutzkamp detailed the benefits she and her  
28 late husband received from TMS therapy and explained the following: "Dr. Murphy told Chuck that

1 each of these five [TMS] trials would require roughly \$2M to complete. Chuck decided to support  
2 his work by making a \$10M gift donation to the UCSD Foundation. This donation was intended for  
3 Dr. Murphy's research fund at UCSD to be used by him, and under his direction, in order to support  
4 his time for TMS research and other research Dr. Murphy deems appropriate. We did not intend for  
5 this to be a general gift to the cancer center.” When Plaintiff was finally able to have the money  
6 redirected away from the Moores Cancer Center consistent with donor intent he was threatened by  
7 the head of clinical trials at the Cancer Center that his research was “dead.”

8 17. Plaintiff is informed and believes and thereupon alleges that almost two years after  
9 receipt of the gift, there were still no active TMS clinical trials at UCSD that would be consistent  
10 with donor intent because Defendants tied up the use of the funds, which has continued up through  
11 the time of the filing of this complaint in September 2020.

12 18. Plaintiff is informed and believes and thereupon alleges that said misappropriation of  
13 donor funding was violative of federal and state law, University Policy including but not limited to  
14 Policy & Procedure Manual (“PPM”) 410-20 Gifts and Endowments, PPM 410-5 Policy on Timely  
15 Expenditure of Endowment Payout and Expendable Gifts, Academic Personnel Manual (“APM”)  
16 150-35, and the Donor Bill of Rights which promised donors, “IV. To be assured their gifts will be  
17 used for the purposes for which they were given” (hereinafter referred to as “Violative Conduct”),  
18 and that said legal violations constitute “improper government activity.” Plaintiff is further informed  
19 and believes and thereupon alleges that the Violative Conduct also posed a significant fraud and/or  
20 misrepresentation to a donor.

21 19. Plaintiff is further informed and believes and thereupon alleges that said Violative  
22 Conduct was the type of fraud, abuse of authority, and violation of law within the meaning of Gov.  
23 Code section 8547.1 and constituted “improper government activity” pursuant to Gov. Code section  
24 8547.2(c)(3) because, in addition to being in violation of laws and regulations, it was “economically  
25 wasteful” and “involves gross misconduct.”

26 20. Plaintiff is informed and believes and thereupon alleges that pursuant to University  
27 Policies and Procedures, Plaintiff KEVIN MURPHY M.D. made attempts to properly report,  
28 disclose, disallow, and eliminate the Violative Conduct, and refused to engage in Violative Conduct

1 as described in paragraphs 10 through 18, above. Plaintiff is informed and believes and thereupon  
2 alleges that said attempts to properly report the Violative Conduct were “protected disclosures”  
3 within the meaning of Gov. Code section Gov. code section 8547.2(e), which entitle Plaintiff to  
4 protection from retaliation under the California Whistleblower Protection Act (CA WPA) at  
5 California Gov. Code Section 8547.1, et sec..

6 21. Plaintiff is informed and believes and thereupon alleges that as a result of Plaintiff  
7 KEVIN MURPHY M.D.’s attempts to properly report, disclose, disallow, and eliminate the  
8 Violative Conduct, and refuse to engage in such Violative Conduct, Plaintiff was subjected to a  
9 continuous course of conduct by defendants UC REGENTS and AJ MUNDT, M.D., their  
10 employees, agents, and/or independent contractors, and DOES 1 through 20, inclusive, and each of  
11 them, which was designed to harass, exclude, humiliate, intimidate, and retaliate against Plaintiff,  
12 which has continued consistently since 2016 up through the present time.

13 22. Plaintiff is informed and believes and thereupon alleges that said Defendants’ retaliatory  
14 harassing, exclusionary, humiliating, and intimidating conduct includes, but is not limited to:

15 (a) Continuing to create roadblocks to prevent Plaintiff’s TMS research from going  
16 forward as detailed above.

17 (b) UCSD withheld three (3) quarters of Plaintiff’s productivity bonuses with no  
18 justification.

19 (c) AJ Mundt, M.D. falsely told faculty that Plaintiff was “being forced to go part-time  
20 MSP,” implying that he was being punished for wrongdoing.

21 (d) Plaintiff has received no annual reviews for the last three (3) years and Plaintiff’s  
22 Chairman and others at UCSD have consistently canceled meetings with him and did not reschedule  
23 said meetings

24 (e) In August 2019, Dr. Mundt came to visit Plaintiff’s research center for the first time  
25 and told Plaintiff “your job is not protected.” Dr. Mundt said “I can’t protect you”, that “your job  
26 was not secure” and that the “walls are closing in on you in all directions, why do you want to stay.”  
27 This was done to make conditions so intolerable that Plaintiff would want to leave, and when  
28

1 Plaintiff did not leave his position with the University he was terminated on June 10, 2020 as  
2 described more fully below.

3 (f) In January 2020, Dr. Mundt attempted to cut Plaintiff out of “cardiac radiosurgery”  
4 research work by not including him in pivotal meetings/calls and personally trying to take over the  
5 direction of the research. This was Plaintiff’s research idea from approximately 13 years prior. Yet,  
6 without Plaintiff’s permission, Dr. Mundt took Plaintiff’s research idea and gave the responsibility  
7 to another faculty member with no history or experience in the area.

8 (g) Dr. Mundt then announced this new faculty member at a faculty meeting as the  
9 director of the cardiac radiosurgery program, without any discussion or approval from Plaintiff.  
10 Plaintiff’s name was not even mentioned as the person who developed the idea thirteen years ago.

11 (h) Dr. Mundt offered Plaintiff’s job at CCare to a resident without consulting with  
12 Plaintiff about his desire to continue with the position.

13 (i) Dr. Mundt made false statements about Plaintiff to other faculty in order to damage  
14 Plaintiff’s reputation, “poisoning the well” amongst other faculty and staff.

15 (j) Defendants did not assign residents at Plaintiff’s work site and then did not advance  
16 him academically, ostensibly due to a lack of teaching credits.

17 (k) Plaintiff was not promoted to Professor Step II, which occurred without any official  
18 review or explanation, any sit-down meeting, any list of remediations, or any indication that Plaintiff  
19 was not meeting or exceeding expectation in his performance.

20 (l) Plaintiff had his employment threatened in December 2018 by Dan Weissburg,  
21 former Chief Compliance Officer.

22 (m) Dr. Mundt indicated he wanted to rent faculty office space from Plaintiff at a 4S  
23 Ranch location, but later pretended not to know that Plaintiff had a private clinic in said leased space  
24 when trying to build a case that Plaintiff failed to disclose this private clinic.

25 (n) Before being terminated Plaintiff was completely removed from the Departmental  
26 website, even though other non-departmental faculty were listed as affiliates and Plaintiff was still  
27 seeing patients, and even though Plaintiff was essentially the founder of the “new” department which  
28 he started in 2005, before Dr. Mundt was hired.

1 (o) Plaintiff was nearly completely removed from a department publication  
2 highlighting the historical departmental timeline, as though he never existed. Plaintiff co-founded  
3 the department and has worked there since 2005, serving as vice-chairman and business  
4 development director in addition to his work as a physician.

5 (p) Plaintiff's research lab website was taken down by UCSD without notice.

6 (q) Prior to the March 2019 retaliation complaint Dr. Mundt recruited and hired a  
7 replacement for Plaintiff's primary clinical service ("pediatric radiation oncology service") without  
8 consultation from Plaintiff. It was an appropriate move at that time in Plaintiff's career, but  
9 inappropriate to not include him on the interview and hiring timeline process.

10 (r) Dr. Mundt never offered Plaintiff an adjunct faculty appointment after inducing  
11 Plaintiff to switch from full-time faculty to part time MSP in July 2019.

12 (s) Plaintiff was director of the cardiac radiosurgery program since 2006. Dr. Mundt  
13 removed Plaintiff from these meeting notifications and assigned a junior faculty as director without  
14 consulting him.

15 (t) Failure by the university to investigate any of Plaintiff's Whistleblower Retaliation  
16 Complaints.

17 (u) Refusal to provide Plaintiff with results of the University's investigation into the  
18 purported "whistleblower" complaint against him.

19 (v) Refusal by the University to provide Plaintiff with the results of their audits.

20 (w) Attempts to constructively terminate Plaintiff by creating an intolerable work  
21 environment.

22 (x) The Regents intentionally interfered with Plaintiff's intellectual property rights to  
23 certain software with no legal basis to do so.

24 (y) Terminating and/ non-renewing Plaintiff's employment with UCSD in retaliation.  
25 Specifically, on June 10, 2020 Plaintiff was informed that his MSP contract would not be renewed,  
26 effectively terminating him from his 16-year career with the university. Plaintiff only agreed to a  
27 part time MSP contract, as opposed to his full-time position, based on the false representation by  
28 Dr. Mundt that it would avoid any perceived conflicts and allow Plaintiff to continue his work and



1 research. Plaintiff did not believe there was a real conflict but was led to believe that the University  
2 was acting in good faith and that the MSP contract would allow everyone to move forward. Plaintiff  
3 never would have agreed to the MSP contract had he known that the University intended to end it  
4 after one year, effectively terminating him. Plaintiff alleges that this was the Regents’ plan all along  
5 and misrepresentations were made by AJ Mundt, M.D. and potentially others in the Health Sciences,  
6 to induce Plaintiff to sign the MSP contract under false pretenses with the intention of terminating  
7 the contract within one year.

8 (z) In July 2020 UCSD authorized the release of false information to the news media  
9 which caused significant damage to Plaintiff, his businesses and to Plaintiff’s reputation resulting  
10 in significant financial loss. Specifically, the Regents authorized the release of “findings” of a  
11 purported investigation that are known by the University to be false without sharing the report with  
12 Plaintiff so that he could respond to the allegations. One example of the falsity of the “findings” is  
13 that the University has confirmed to Plaintiff, in writing, that the inventory alleged in the findings  
14 to be missing is, in fact, totally accounted for by the university’s employees. Additionally, the  
15 University has access to significant documentation and witnesses that refute the remaining false  
16 findings yet instead has published those findings in a deliberate effort to damage Plaintiff and his  
17 career.

18 23. Plaintiff is informed and believes and thereupon alleges that said conduct was in  
19 violation of *Government Code* § 8547.10, as well as public policy of the State of California.

20 24. As a direct and proximate result of the aforesaid conduct of the defendants UC  
21 REGENTS, their employees, agents, and/or independent contractors, and DOES 1 through 20,  
22 inclusive, and each of them, plaintiff has suffered reputational harm and has sustained a loss of  
23 earnings and benefits, past and future, and a loss of earning capacity, the exact amount of said losses  
24 to be stated according to proof, pursuant to *California Code of Civil Procedure* section 425.10.

25 25. As a further direct and proximate result of the aforesaid conduct of said defendants, and  
26 each of them, plaintiff has suffered severe emotional distress, including but not limited to,  
27 humiliation, embarrassment, and mental anguish, all to his general damage, according to proof.  
28



1 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless  
2 of whether disclosing the information is part of the employee's job duties.”

3 30. California Labor Code section 1102.5(b) provides: “An employer, or any person acting  
4 on behalf of the employer, shall not retaliate against an employee for disclosing information, or  
5 because the employer believes that the employee disclosed or may disclose information, to a  
6 government or law enforcement agency, to a person with authority over the employee or another  
7 employee who has the authority to investigate, discover, or correct the violation or noncompliance,  
8 or for providing information to, or testifying before, any public body conducting an investigation,  
9 hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a  
10 violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal  
11 rule or regulation, regardless of whether disclosing the information is part of the employee's job  
12 duties.”

13 31. PLAINTIFF is informed and believes and thereupon alleges that in 2016, he identified  
14 and became aware of misuse of donor funds and unethical activities engaged in, committed, allowed,  
15 and encouraged by the employees, agents, and/or independent contractors of defendants UC  
16 REGENTS and/or DOES 1 through 20 inclusive. PLAINTIFF is informed and believes and  
17 thereupon alleges that said recurrent conflicts of interest and unethical activities were violative of  
18 federal and state law, University Policy, and the ethical standards of the medical profession, as set  
19 forth in paragraphs 10 through 18, above.

20 32. PLAINTIFF is informed and believes and thereupon alleges that pursuant to University  
21 Policies and Procedures, PLAINTIFF made attempts to properly report, disclose, disallow, and  
22 eliminate the Violative Conduct, and refused to engage in said Violative Conduct. PLAINTIFF is  
23 informed and believes and thereupon alleges that said attempts to properly report the Violative  
24 Conduct and Plaintiff’s refusal to engage in misuse of donor funds were activities protected from  
25 retaliation under Labor Code section 1102.5.

26 33. PLAINTIFF is informed and believes and thereupon alleges that as a result of  
27 PLAINTIFF’s attempts to properly report, disclose, disallow, refuse to engage in, and eliminate the  
28 Violative Conduct, PLAINTIFF was subjected to a continuous course of conduct by defendants UC

1 REGENTS and DOES 1 through 20, inclusive, and each of them, which was designed to harass,  
2 exclude, humiliate, intimidate, and retaliate against PLAINTIFF.

3 34. PLAINTIFF is informed and believes and thereupon alleges that said Defendants'  
4 retaliatory harassing, exclusionary, humiliating, and intimidating conduct includes, but is not limited  
5 to:

6 (a) Continuing to create roadblocks to prevent Plaintiff's TMS research from going  
7 forward as detailed above.

8 (b) UCSD withheld three (3) quarters of Plaintiff's productivity bonuses with no  
9 justification.

10 (c) MUNDT made false statements about Plaintiff to faculty, including telling faculty  
11 that Plaintiff was "being forced to go part-time MSP," implying that he was being punished for  
12 wrongdoing.

13 (d) Plaintiff has received no annual reviews for the last three (3) years, and Plaintiff's  
14 Chairman and others at UCSD have consistently canceled meetings with him and have not  
15 rescheduled.

16 (e) In August 2019, Dr. Mundt came to visit Plaintiff's research center for the first time  
17 and told Plaintiff "your job is not protected." Dr. Mundt said "I can't protect you", that "your job  
18 was not secure" and that the "walls are closing in on you in all directions, why do you want to stay."  
19 This was done to make conditions so intolerable that Plaintiff would want to leave, and when  
20 Plaintiff did not leave his position with the University he was terminated on June 10, 2020 as  
21 described more fully below.

22 (f) In January 2020, Dr. Mundt attempted to cut Plaintiff out of "cardiac radiosurgery"  
23 research work by not including him in pivotal meetings/calls and personally trying to take over the  
24 direction of the research. This was Plaintiff's research idea from approximately 13 years prior. Yet,  
25 without Plaintiff's permission, Dr. Mundt took Plaintiff's research idea and gave the responsibility  
26 to another faculty member with no history or experience in the area.

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1 (g) Dr. Mundt then announced this new faculty member at a faculty meeting as the  
2 director of the cardiac radiosurgery program, without any discussion or approval from Plaintiff.  
3 Plaintiff's name was not even mentioned as the person who developed the idea thirteen years ago.

4 (h) Dr. Mundt offered Plaintiff's job at CCare to a resident without consulting with  
5 Plaintiff about his desire to continue with the position.

6 (i) Before being terminated Plaintiff was completely removed from the Departmental  
7 website, even though other non-departmental faculty were listed as affiliates and Plaintiff was still  
8 seeing patients, even though Plaintiff was essentially the founder of the "new" department which he  
9 started in 2005, before MUNDT was hired.

10 (j) Plaintiff was nearly completely removed from a department publication  
11 highlighting the historical departmental timeline, as though he never existed. Plaintiff co-founded  
12 the dept and has worked there since 2005.

13 (k) Plaintiff's research lab website was taken down by UCSD without notice.

14 (l) Prior to the March 2019 retaliation complaint Dr. Mundt recruited and hired a  
15 replacement for Plaintiff's primary clinical service ("pediatric radiation oncology service") without  
16 consultation from Plaintiff. It was an appropriate move at that time in Plaintiff's career, but  
17 inappropriate to not include him on the interview and hiring timeline process.

18 (m) Dr. Mundt never offered Plaintiff an adjunct faculty appointment after inducing  
19 Plaintiff to switch from full-time faculty to part time MSP in July 2019.

20 (n) Plaintiff was director of the cardiac radiosurgery program since 2006. Dr. Mundt  
21 removed Plaintiff from these meeting notifications and assigned a junior faculty as director without  
22 consulting him.

23 (o) Failure by the university to investigate any of Plaintiff's Whistleblower Retaliation  
24 Complaint.

25 (p) Refusal to provide Plaintiff with results of the university's investigation into the  
26 purported "whistleblower" complaint against him.

27 (q) Refusal by the university to provide Plaintiff with the results of their audits.  
28

1 (r) Attempts to constructively terminate Plaintiff by creating an intolerable work  
2 environment.

3 (s) Terminating and/ non-renewing Plaintiff's employment with UCSD in retaliation.  
4 Specifically, on June 10, 2020 Plaintiff was informed that his part-time MSP contract would not be  
5 renewed, effectively terminating him from his 16-year career with the university with 20 days  
6 notice. Plaintiff only agreed to a part time MSP contract, as opposed to his full-time position,  
7 based on the false representation that it would avoid any perceived conflicts and allow Plaintiff to  
8 continue his work and research. Plaintiff did not believe there was a real conflict but was led to  
9 believe that the university was acting in good faith and that the MSP contract would allow everyone  
10 to move forward. Plaintiff never would have agreed to the MSP contract had he known that the  
11 University intended to end it after one year, effectively terminating him. Plaintiff alleges that this  
12 was the Regents' plan all along and misrepresentations were made by AJ Mundt and potentially  
13 others in the Health Sciences, to induce Plaintiff to sign the MSP contract under false pretenses with  
14 the intention of terminating the contract within one year.

15 (t) In July 2020 UCSD authorized the release of false information to the news media  
16 which caused significant damage to Plaintiff, his businesses and to Plaintiff's reputation resulting  
17 in significant financial loss. Specifically, the Regents authorized the release of "findings" of a  
18 purported investigation that are known by the University to be false without sharing the report with  
19 Plaintiff so that he could respond to the allegations. One example of the falsity of the "findings" is  
20 that the University has confirmed to Plaintiff, in writing, that the inventory alleged in the findings  
21 to be missing is, in fact, totally accounted for by university employees. Additionally, the University  
22 has access to significant documentation and witnesses that refute the remaining false findings yet  
23 instead has published those findings in a deliberate effort to damage Plaintiff and his career.

24 35. PLAINTIFF is informed and believes and thereupon alleges that said conduct was in  
25 violation of *Labor Code* § 1102.5, as well as public policy of the State of California.

26 36. As a direct and proximate result of the aforesaid conduct of the defendants UC  
27 REGENTS and DOES 1 through 20, inclusive, and each of them, PLAINTIFF has sustained  
28 reputational harm, a loss of earnings and benefits, past and future, and a loss of earning capacity,

1 the exact amount of said losses to be stated according to proof, pursuant to *California Code of Civil*  
2 *Procedure* section 425.10.

3 37. As a further direct and proximate result of the aforesaid conduct of said defendants, and  
4 each of them, PLAINTIFF has suffered severe emotional distress, including but not limited to,  
5 humiliation, embarrassment and mental anguish, all to his general damage, according to proof. As  
6 a further direct and proximate result of the aforesaid conduct of the defendants, and each of them,  
7 PLAINTIFF is entitled to a recovery of attorney's fees.

8  
9 **PRAYER FOR RELIEF**

10  
11 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS, jointly and  
12 severally, as follows:

- 13 1. For economic damages according to proof;
- 14 2. For non-economic damages according to proof;
- 15 3. For prejudgment interest;
- 16 4. For an award of exemplary and punitive damages against Defendant MUNDT  
17 according to proof pursuant to Government Code § 8547.10;
- 18 5. For reasonable attorneys' fees pursuant to California Government Code section  
19 8547.10(c), California Code of Civil Procedure Section 1021.5, Labor Code Sections  
20 226(h) 1198.5(l);
- 21 6. For costs of suit herein incurred; and
- 22 7. For such other relief as the Court deems proper.

23  
24 DATED: September 16, 2020

GREENE BROILLET & WHEELER, LLP



25  
26  
27 Mark T. Quigley  
Ivan Puchalt  
28 Attorneys for Plaintiff

**DEMAND FOR JURY TRIAL**

PLAINTIFF hereby demands a jury trial on all causes of action.

DATED: September 16, 2020

GREENE BROILLET & WHEELER, LLP



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Mark T. Quigley  
Ivan Puchalt  
Attorneys for Plaintiff

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