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SUPERIOR COURT OF WASHINGTON FOR SNOHOMISH COUNTY

JOHN MERRELL, resident of Snohomish County, Washington Plaintiff, v. NOREEN RENIER, a single woman, NAOMI LUCKS, PENGUIN GROUP, (USA) INC., a Delaware Corporation, its subsidiary, BERKLEY PUBLISHING, and its editor/agent SAMANTHA MANDOR, Defendants.	NO. 05 2 13436 2 COMPLAINT

COME NOW THE PLAINTIFF, by and through his attorney of record, and hereby alleges as follows:

PARTIES

1.1 Plaintiff is a resident of Snohomish County, in the State of Washington, and has been a party to a number of lawsuits with defendant Noreen Renier.

1.2 Defendant Renier is a single woman who resides in Virgina, and was party to a settlement agreement with Plaintiff, John Merrell, in February, 1992.

1.3 Defendant Penguin Group (USA), Inc, a Delaware Publishing Corporation through its subsidiary, Berkley Publishing and its editor, Samantha Mandor were the publisher of "A Mind for Murder" written by Noreen Renier, co-authored by Naomi Lucks, and edited by Samantha Mandor.

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VENUE

2.1 Venue is properly before this court because the attached settlement agreement provides, on the second page, halfway down, if there is a breach of this agreement, a lawsuit may be brought by the non-breaching party in the county in which they reside.

FACTS

3.1 In December of 1992, John Merrell and Noreen Renier entered into a mutual release and settlement agreement which contained that following whereas clauses: "Whereas, Noreen Renier has sued John Merrell in the State of Oregon, Jackson County, in Case No. 85-3781-J-2, and secured a judgment arising out of that action in the amount of $25,000 against John Merrell; and Whereas, John Merrell has sued Noreen Renier in the State of Florida, Orange County, in Case No. CI90-5342 and Noreen Renier has filed a Counterclaim in said action against John Merrell; and Whereas, Noreen Renier has liens against real property in the State of Tennessee against John Merrell; and Whereas, it is the intent of Noreen Renier and John Merrell to no longer be involved in each lives in any way; and Whereas, both parties desire to settle their differences in accordance with the terms and conditions of this Mutual Release and Settlement Agreement."

3.2 John Merrell has performed all of the requirements contained within the mutual release and settlement agreement.

3.3 In 2005, Noreen Renier with her co-author, Naomi Lucks, published through the Penguin Group (USA), Inc. and its subsidiary Berkley Publishing, a book called "A Mind for Murder." On pages 195-219 the defendants discuss extensively, the libel trial in Oregon in 1986. (Pages are attached as exhibit 2)

3.4 Among other things, the 24-page detailing of the 1986 libel trial in Oregon accuses the plaintiff of lying under oath during the trial. To wit: On page 214, paragraph 1 "It was

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hell to sit there and listen to Merrell lie about me to a judge and jury." On page 215, line 9, "The hard part was sitting there listening to Merrell lie about me." On page 216, line 11, "My stomach hurt when I had to listen to the kinds of lies Merrell had told about me, and the way he had twisted facts to his own purposes. This kind of thing was gut wrenching. I'm glad Dad's not here to hear this, I thought."

3.5 Defendant Renier claims at page 207 that "Merrell was trying to destroy my career and psychic reputation—my life—with his lies."

FIRST CAUSE OF ACTION

4.1 The defendants' have knowingly breached the mutual release and settlement agreement. This breach has damaged the plaintiff in both reputation and mental distress.

4.2 The breach specifically violates the language in the first paragraph of the second page, which reads "The John Merrell and Noreen Renier, directly or indirectly, will cease and desist from engaging in any form of conduct which attempts in any way to diminish and/or disparage the other's reputation, personally, professionally, and/or occupationally, including but not limited to contacts with each other, their family, loved ones, business associates, potential business associates, clients, and within their peer group and any news organizations or media of any type. Each shall be free from the other and/or their agents of any type to pursue their own careers.

PRAYER FOR RELIEF

WHERFORE, plaintiffs pray for judgment against the defendants in an amount that will compensate plaintiffs for all damages sustained including:

A. That defendant's be enjoined from selling any further copies of "A Mind For Murder"

because the book at page 192-219 violates the MUTUAL RELEASE AND SETTLEMENT AGREEMENT, or in the alternative;

B. That defendants be required to disgorge all profits made from the sale of "A Mind For Murder" and all future profits are awarded to plaintiff due to defendant's breach of the MUTUAL RELEASE AND SETTLEMENT AGREEMENT.

C. Plaintiff be awarded a judgment for the damages caused by the breach of this agreement, including mental distress and damage to reputation.

D. That all attorney's fees and costs be awarded to plaintiff pursuant to the terms of the MUTUAL RELEASE AND SETTLEMENT AGREEMENT.

E. Any further relief that the court deems appropriate.

Dated at Seattle, Washington, this 12 day of December, 2005

THE LAW OFFICES OF ROSS RADLEY

Ross Radley

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