

CAUSE NO. 219-86-05

WILLIAM A. BOOTHE M.D.	§	IN THE DISTRICT COURT OF
Plaintiffs	§	
	§	
v.	§	COLLIN CONTY, TEXAS
	§	
BRENT HANSON	§	
Defendant	§	219 <sup>th</sup> JUDICIAL DISTRICT

**DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION FOR ANCILLARY RELIEF  
IN ENFORCEMENT OF JUDGMENT**

Defendant Brent Hanson opposes measures 1 and 3 of the Plaintiff's Motion for Enforcement for Ancillary Relief of Judgment for the reasons set forth below.

I.

Measure 1

Evidence contained in the attached affidavit and exhibits demonstrate that Plaintiff has engaged in a covert and orchestrated scheme to drive each of his competing ophthalmologists in North Texas out of business since November 2004, including those upon whom the defendant has relied for ongoing medical care. The campaign began when Plaintiff retrieved lawsuits filed against each of his competitors, and demanded to have the derogatory information in the lawsuits published at [LasikInfocenter.net](http://LasikInfocenter.net). When the owner of [LasikInfocenter.net](http://LasikInfocenter.net) refused to publish details of many of the lawsuits, Plaintiff covertly set up a web site at [Lasik-Eyesurgery-Lawsuits.com](http://Lasik-Eyesurgery-Lawsuits.com) to publish the information himself. Plaintiff then used the guestbook at [LasikQuack.com](http://LasikQuack.com) to post links to [Lasik-Eyesurgery-Lawsuits.com](http://Lasik-Eyesurgery-Lawsuits.com) on April 13<sup>th</sup> and April 14<sup>th</sup>. Although Plaintiff removed [Lasik-Eyesurgery-Lawsuits.com](http://Lasik-Eyesurgery-Lawsuits.com) from the internet at the same time as filing a complaint against Defendant for contempt of court, Plaintiff still plans to

continue to publish derogatory information against each of his competitors, as evidenced by negotiations between Plaintiff's attorney Edward McNicholas, and Defendant on June 16<sup>th</sup>. Therefore, giving Plaintiff control of LasikQuack.com and LasikQuack.org would enable Plaintiff to publish derogatory information about each of his competitors at LasikQuack.com and LasikQuack.org, while Defendant is incarcerated for contempt of court, and unable to monitor Plaintiff's usage of LasikQuack.com and LasikQuack.org.

II.

Measure 3

In March 2005 Plaintiff hired Baker Botts LLP to improperly use the injunction and a letter Defendant had written authorizing removal of Defendant's postings from the ALT.LASIK-EYES Usenet group in an attempt to remove information about Plaintiff from LasikInfocenter.net. Plaintiff's law firm of Sidley & Austin, which secured the injunction seems to have been unaware of Plaintiff's misuse of the injunction until reading the First Interrogatories issued to the Plaintiff by Defendant. Further authorization by the court for Plaintiff's attorneys to "communicate freely with third parties" will enable Plaintiff to expand the misuse of the injunction against third parties to whom the injunction does not apply.

WHEREFORE, PREMISES CONSIDERED, Defendant requests that measures 1 and 3 be denied.

Respectfully submitted,



Brent Hanson, *pro se*  
11 Wickersham Drive  
Durham, NC 27713  
847-814-2547

DEFENDANT

WILLIAM A. BOOTHE M.D.	§	IN THE DISTRICT COURT OF
	§	
Plaintiffs	§	
	§	
v.	§	COLLIN CONTY, TEXAS
	§	
BRENT HANSON	§	
	§	
Defendant	§	219 <sup>th</sup> JUDICIAL DISTRICT

**AFFIDAVIT OF BRENT HANSON**

I, Brent Hanson, do hereby testify as follows:

1. I operate a web site at LasikFraud.com and have monitored complaints about laser eye surgery problems since 2000.

2. In 2000 I received many mass-mail advertisements from Dr. William Boothe in which he offered to perform LASIK on me. I returned a postage-paid card with notes describing my damage from PRK and lasik at TLC Laser Eye Centers. Several weeks later I received a call from an individual at Boothe Laser Center, who asked me to come in for an appointment. The individual told me that Dr. Boothe never turns anyone away who needs help.

On the day of the appointment, I went to Dr. Boothe's clinic which is located across the street from HCA Hospital in Plano, Texas. The clinic had many patients lined up in a manner which can only be described as an assembly line operation.

A technician examined my eyes using various instruments, and began to show some consternation as he noticed several corneal abnormalities. The technician led me to another room, where I waited for about half an hour. After about half an hour, another individual lead me into another room, where he told me that Dr. Boothe wasn't interested in "getting involved" my treatment. He then asked me to leave the clinic.

I continued to receive mass-mail advertisements from Dr. Boothe offering to perform LASIK on me. I went back to the clinic and asked his staff to remove me from their mailing list as Dr. Boothe's assistant had previously informed me that Dr. Boothe did not want to get involved with my treatment.

3. On November 2, 2004 I was informed by the owner of LasikInfocenter.net, Ariel Berschadsky, that Dr. Boothe had hired Tony Campiti of the Thompson & Knight law firm to retrieve copies of medical malpractice lawsuits filed against all of Dr. Boothe's competitors in North Texas. Tony Campiti demanded that Ariel Berschadsky publish the lawsuits against Dr. Boothe's competitors, after previously requesting that Ariel Berschadsky not publish lawsuits

filed against Dr. Boothe.

4. On November 2, 2004 I sent an e-mail to Dr. Henry Gelender, an ophthalmologist in Dallas, warning him that Dr. Boothe had begun a campaign to publish derogatory information against all ophthalmologists in North Texas.<sup>1</sup> Dr. Gelender did not respond to the e-mail. However, while visiting him on December 2, 2004 for medical treatment I learned from a former employee of Dr. Boothe, now employed by Cornea Associates (“James”), that someone had put up a web site at [boothelasercenter-review.com](http://boothelasercenter-review.com) to criticize Dr. Boothe.

5. On December 4, 2004, Ariel Berschadsky forwarded to me a subset of copies of medical malpractice lawsuits submitted to him for publication by Dr. Boothe’s attorney, Tony Campiti.<sup>2</sup> The subset of lawsuits included one filed against Dr. Henry Gelender, upon whom I rely for ongoing medical treatment.

6. In subsequent conversations with Ariel Berschadsky, I was informed that Dr. Boothe had supplied copies of 26 lawsuits, including some filed against Dr. Bradford Pazandak and Dr. James McCulley, each of whom have provided medical treatment to me to resolve problems with my vision caused by TLC Vision Corporation. I was also informed that Dr. Boothe’s attorney, Tony Campiti, had made implied threats to sue Ariel Berschadsky for not publishing all of the provided lawsuits.<sup>3,4</sup> Ariel Berschadsky explained to me that he would not publish the majority of the cases because they did not involve the LASIK procedure.

7. In December 2004 I began corresponding with Dan Morikawa, the owner of [boothelasercenter-review.com](http://boothelasercenter-review.com) via e-mail, and began publishing copies of lawsuits filed against Dr. Boothe. The allegations in the lawsuits included medical malpractice, sexual harassment, assault, and violations of Texas Labor Law.

8. In January 2005 Dr. Boothe sued me for “threats”, “defamation”, and “extortion”. My attorney informed me that it would cost me about \$40,00 to fight the lawsuit. With little funding available to me, I agreed to stop publishing information about Dr. Boothe, and signed an agreed injunction, and settlement agreement on January 28, 2005 which required both parties to not comment on each other.

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<sup>1</sup> Exhibit 1 – e-mail from Brent Hanson to Dr. Henry Gelender dated November 2, 2005.

<sup>2</sup> Exhibit 2 – e-mail from Ariel Berschadsky to Brent Hanson dated December 4, 2005.

<sup>3</sup> Exhibit 3 – letter from Tony Campiti to Ariel Berschadsky dated December 3, 2005. This document was obtained through subpoena.

<sup>4</sup> Exhibit 4 – e-mail from Ariel Berschadsky to Tony Campiti dated December 4, 2005. This document was obtained through subpoena.

9. On February 3, 2005 Dr. Boothe began violating the settlement agreement by publishing comments about me on the ALT.LASIK-EYES newsgroup.

10. On February 9, 2005 I sent an e-mail to one of Dr. Boothe's attorneys, Edward McNicholas, notifying him that Dr. Boothe had violated the settlement agreement by posting messages about me on the ALT.LASIK-EYES newsgroup, via the [www.talkaboutsupport.com/group/alt.lasik-eyes](http://www.talkaboutsupport.com/group/alt.lasik-eyes) web portal.<sup>5</sup> However, Dr. Boothe continued to violate the settlement agreement by posting messages about me.

11. On February 11, 2005 I registered the domain name of LasikQuack.com to publish information about Dr. Boothe, but did not actually load any information on to the web server.

12. On March 2, 2005 my attorney, Jason Ankele, presented Dr. Boothe's attorneys, Steve Malin and Edward McNicholas with a Motion for New Trial, based on Dr. Boothe's breaches of the settlement agreement.<sup>6</sup> I subsequently signed a revised settlement agreement with Dr. Boothe which required him to pay \$2,000 for my attorney's fees.

13. On or around March 11, 2005 I was contacted by Ariel Berschadsky and informed that Dr. Boothe had hired the law firm of Baker Botts LLP in an attempt to remove information regarding Dr. Boothe from LasikInfocenter.net<sup>7</sup>, based on a letter I had written authorizing Dr. Boothe to have information removed from the ALT.LASIK-EYES newsgroup<sup>8</sup>, and the injunction which had been issued against me.<sup>9</sup>

Ariel Berschadsky also informed me that he sent a letter to Baker Botts warning them to not file any frivolous lawsuits against him, and denied that he was my "agent".<sup>10</sup>

14. After March 11, 2005 I decided to launch LasikQuack.com<sup>11</sup> by putting material on it and submitting it to search engines, after concluding that Dr. Boothe would not stop his campaign to publish derogatory material about ophthalmologists in North Texas, upon whom I have relied for medical treatment.

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<sup>5</sup> Exhibit 5 – e-mail from Brent Hanson to Edward McNicholas dated February 9, 2005.

<sup>6</sup> Exhibit 6 – *Defendant Brent Hanson's Motion for New Trial and Motion to Set Aside Judgment and Dissolve Settlement Agreement*.

<sup>7</sup> Exhibit 7 – letter from Larry Carlson to Ariel Berschadsky dated March 11, 2005. This document was obtained through subpoena.

<sup>8</sup> Exhibit 8 – letter to "whom it may concern" dated February 1, 2005.

<sup>9</sup> Exhibit 9 – *Amended Agreed Judgment and Permanent Injunction*.

<sup>10</sup> Exhibit 10 – letter and affidavit from Ariel Berschadsky to Baker Botts LLP.

<sup>11</sup> Exhibit 11 – main page of LasikQuack.com.

15. On or around April 12, 2005 I first noticed that Dr. Boothe's law firm of Sidley & Austin had visited the [LasikQuack.com](http://LasikQuack.com) web site, by monitoring the web server log files.

16. On April 13-14, 2005 I noticed that someone had posted messages on the guestbook that contained derogatory comments about ophthalmologists who are Dr. Boothe's competitors. The messages included links to [LasikInfocenter.net](http://LasikInfocenter.net) and [Lasik-Eyesurgery-Lawsuits.com](http://Lasik-Eyesurgery-Lawsuits.com). The messages also claimed that Dr. Boothe was a "fine surgeon" and a victim of "extortion".<sup>12</sup>

17. I examined the content of [Lasik-Eyesurgery-Lawsuits.com](http://Lasik-Eyesurgery-Lawsuits.com) and saw that it contained copies of medical malpractice lawsuits filed against ophthalmologists in North Texas, with the exception that none regarding Dr. William Boothe were listed. The content of the web site matched that of the material provided to Ariel Berschadsky for publication at [LasikInfocenter.net](http://LasikInfocenter.net) by Dr. Boothe's attorney, Tony Campiti. I examined a "WHOIS" record to identify the author of the web site, and saw that the domain name had been registered on December 9, 2004 by the following entity:<sup>13</sup>

Backlash, Backlash  
ATTN: LASIK-EYESURGERY-LAWSUITS.COM  
c/o Network Solutions  
P.O. Box 447  
Herndon, VA. 20172-0447

18. On April 16, 2005 I submitted a complaint to about inaccurate data in the WHOIS record for the [Lasik-Eyesurgery-Lawsuits.com](http://Lasik-Eyesurgery-Lawsuits.com) domain name to Internic, which forwards complaints to ICANN-Accredited Registrars regarding inaccurate registration records. I informed Internic that the domain name was owned by Dr. William Boothe, and not "Backlash, Backlash". I published a copy of the complaint at [LasikQuack.com](http://LasikQuack.com).<sup>14</sup>

19. On May 6, 2005 Dr. Boothe's attorney, Edward McNicholas notified me that he intended to file a lawsuit against me and seek contempt of court charges for operating web sites at [LasikQuack.com](http://LasikQuack.com) and [LasikQuack.org](http://LasikQuack.org). I checked [Lasik-Eyesurgery-Lawsuits.com](http://Lasik-Eyesurgery-Lawsuits.com) and noticed that the web site was still up.

20. On May 8, 2005 I took down [LasikQuack.org](http://LasikQuack.org). I did not take down [LasikQuack.com](http://LasikQuack.com) because Dr. Boothe's attorneys had already gotten the web site down by suing

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<sup>12</sup> Exhibit 12 – guestbook postings from [LasikQuack.com](http://LasikQuack.com) titled "Add your comments about Dr. Boothe", dated April 13-14, 2005.

<sup>13</sup> Exhibit 13 – WHOIS record for [Lasik-Eyesurgery-Lawsuits.com](http://Lasik-Eyesurgery-Lawsuits.com).

<sup>14</sup> Exhibit 14 – complaint to Internic about inaccurate information in the WHOIS record for [Lasik-Eyesurgery-Lawsuits.com](http://Lasik-Eyesurgery-Lawsuits.com).

my web hosting service, Katz Global Media.

21. On May 9, 2005 I checked the Lasik-Eyesurgery-Lawsuits.com web site and noticed that it had been taken down.

22. On June 16, 2005 I was deposed by Dr. Boothe's attorney, Edward McNicholas. After the deposition was over, I informed Edward McNicholas that I operated the LasikQuack.com web site to stop Dr. Boothe's campaign to drive ophthalmologists upon whom I have relied for care, out of business. Edward McNicholas suggested that I enter into a new settlement agreement with Dr. Boothe that would prohibit Dr. Boothe from publishing copies of lawsuits against ophthalmologists upon whom I rely for medical care. He wrote down the names of Dr. Bradford Pazandak, Dr. Henry Gelender, and Dr. James McCulley. Edward McNicholas stated that he would seek the authority of Dr. Boothe to enter into a new agreement with me.

23. On June 20, 2005 I called Edward McNicholas to inquire about the new agreement, and to complain of false statements Dr. Boothe had made response to question 17 of the First Interrogatories. Edward McNicholas said that Dr. Boothe would not allow Edward McNicholas to draft a new agreement with me.

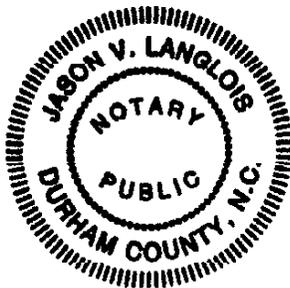
*Brent Hanson*

Brent Hanson

On June 25, 2005, before me, the undersigned, personally appeared Brent Hanson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

*J. V. Z.*

Notary Public



# **EXHIBIT 1**

Yahoo! My Yahoo! Mail



Welcome, lasikreport  
[Sign Out, My Account]

Search the Web  Search

Mail Home - Mail Tutorials - Help

Mail Plus

Addresses

Calendar

Notepad

What's New - Mail Upgrades - Mail Options

Check Mail

Compose

Search Mail

Search the Web

<b>Folders</b>	[Add - Edit]
Inbox	
Draft	
<b>Sent</b>	
Bulk	[Empty]
Trash	[Empty]

[Previous](#) | [Next](#) | [Back to Messages](#)

[Printable View](#) - [Full Headers](#)

Delete

Reply

Forward

Move...

This message is not flagged. [ [Flag Message](#) - [Mark as Unread](#) ]

**Date:** Tue, 2 Nov 2004 08:24:29 -0800 (PST)

**From:** "Brent Hanson" <lasikreport@yahoo.com> [Add to Address Book](#)

**Subject:** Dr. Boothe's negative campaign against DFW surgeons

**To:** hgelender@corneatexas.com

Dr. Gelender:

Dr. Boothe has hired an attorney to retrieve copies of lawsuits filed against all lasik surgeons in the DFW area, and is going to submit them to lasikinforcenter.net for publication. Currently, Dr. Boothe is the only DFW area surgeon listed on lasikinforcenter.net as being a defendant in lawsuits. Dr. Boothe's attorney knew he couldn't get the derogatory information removed from lasikinforcenter.net, so this is the strategy that Dr. Boothe and his attorney are utilizing to deflect attention from himself.

I learned this today from a friend of mine who operates lasikinforcenter.net. If you hear of anything about this, please let me know as this is pretty unusual behavior.

Thanks,  
Brent Hanson

Delete

Reply

Forward

Move...

[Previous](#) | [Next](#) | [Back to Messages](#)

[Save Message Text](#)

Check Mail

Compose

Search Mail

Search the Web

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NOTICE: We collect personal information on this site.

To learn more about how we use your information, see our Privacy Policy

## **EXHIBIT 2**

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**From:** "Ariel Berschadsky" <arbe@nyc.rr.com>  
**To:** "Brent Hanson (W)" <brent.hanson@endinfosys.com>; "Brent Hanson (H)" <brent@brenthanson.com>  
**Sent:** Saturday, December 04, 2004 7:53 PM  
**Attach:** Rountree v. TLC.pdf; Dockery v. Tylock.pdf; Small v. Whitman.pdf; Vaughan v. Gelender.pdf; Ross v. Herman.pdf  
**Subject:** Emailing: Rountree v. TLC, Dockery v. Tylock, Small v. Whitman, Vaughan v. Gelender, Ross v. Herman

Sent by our friend in Texas, Dr. Boothe.

## **EXHIBIT 3**

# THOMPSON & KNIGHT LLP

ATTORNEYS AND COUNSELORS

1700 PACIFIC AVENUE • SUITE 3300  
DALLAS, TEXAS 75201-4693  
(214) 969-1700  
FAX (214) 969-1751  
www.tklaw.com

Direct Dial: (214) 969-1565  
E-Mail: Tony.Campiti@tklaw.com

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December 3, 2004

**VIA FEDEX**

Ariel Berschadsky, Esq.  
One River Place  
Apartment No. 2103  
New York, New York 10036-4377

Re: *Request to Add Information to LasikInfoCenter.com*

Dear Mr. Berschadsky:

Thank you for taking my call back in November. As we discussed, my firm represents William A. Boothe, M.D. and William A. Boothe, M.D., P.A., a Texas professional association. Please accept this letter as Dr. Boothe's request to add litigation-related information concerning many (but not all) of his fellow North Texas providers of LASIK (laser in situ keratomi-leusis) and other refractive surgeries.

The litigation-related information can be obtained from reviewing copies of the enclosed state-court petitions against LASIK providers in North Texas and the enclosed chart, which summarizes information from the petitions. The information is also available publicly and we of course invite and expect you to independently verify it before adding it to the website. For your convenience, I have included electronic copies of the enclosed documents in addition to hard copies.

As I mentioned on the telephone, Dr. Boothe strongly supports the concept of providing more than sufficient information to allow individuals to make fully informed decisions concerning the feasibility of LASIK surgery and LASIK service providers. This concept is consistent with LasikInfoCenter.com's stated mission of providing useful information about refractive surgery to the public. But while Dr. Boothe is one of many providers of LASIK surgery in North Texas, he is the only North Texas provider with any litigation-related information posted on LasikInfoCenter.com. As a result, when potential patients review the website, they are inaccurately led to believe that none of Dr. Boothe's fellow service providers have been involved in surgery-related litigation. To provide potential patients with more complete information upon which to base their LASIK-related decisions, Dr. Boothe is requesting that you honor his request.

In addition, the Texas Supreme Court has held that an allegedly defamatory statement must be construed as a whole in light of the surrounding circumstances based upon how a person

of ordinary intelligence would perceive it.<sup>1</sup> A publication can convey a defamatory meaning by omitting or juxtaposing facts, even though each individual statement considered alone might be literally true or non-defamatory.<sup>2</sup> This is so because a reasonable person's interpretation depends on the entirety of a publication and not individual statements. Thus, although a website cannot be held liable for presenting a true account of events regardless of what someone might conclude from that account, the same does not hold true when there is an omission of material facts, or a misleading presentation or juxtaposition of true facts.<sup>3</sup> A person claiming defamation based on a publication as a whole must prove only that the publication's "gist" is false and defamatory.

I raise these points not to threaten legal action but to add further support for Dr. Boothe's request. Dr. Boothe correctly believes that the "gist" of the litigation-related information currently on LasikInfoCenter.com leads reasonable persons of ordinary intelligence to conclude he is the only LASIK provider in North Texas to have been involved in litigation. Of course, this fact is *not* true as you can see by reviewing the enclosed information. The fact is also defamatory per se because it is injurious to Dr. Boothe's business and professional reputation. For example, when potential patients visit the site, the omission of information about other providers in North Texas reasonably causes them to believe Dr. Boothe is the only local physician to have been sued. I concluded from our conversation that it is not LasikInfoCenter.com's mission to mislead the public in this manner.

Finally, when considering medical malpractice issues, Texas courts, like many others in the U.S., have recognized that "most anything can be said in a pleading, whether true or not."<sup>4</sup> Because we think this is a fair view, we also ask you to consider adding it as a disclaimer to LasikInfoCenter.com.

Again, thank you for your consideration. Please feel free to contact me if you have any questions or need any additional information.

Sincerely,



Anthony J. Campiti

AJC/ljs  
Enclosure  
008389 000751 DALLAS 1799571.1

c: William A. Boothe, M.D. (w/enclosures) (VIA ELECTRONIC & U.S. MAIL)  
Stephen F. Fink, Esq. [Firm] (w/o enclosures)

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<sup>1</sup> See *Turner v. KTRK Television, Inc.*, 38 S.W.3d 103, 114 (Tex. 2000); *Musser v. Smith Protective Services, Inc.*, 723 S.W.2d 653, 655 (Tex. 1987).

<sup>2</sup> See *Turner*, 38 S.W.3d at 114.

<sup>3</sup> *Id.* at 115.

<sup>4</sup> *McNee v. McNeir*, 2004 Tex. App. LEXIS 10466, at \*5 (Tex. App. — Amarillo, Nov. 22, 2004, n.p.h.).

Date Filed	Plaintiff	Defendant	Court	Case Number	Allegations	Miscellaneous
1. 8/31/93	Maria Martinez	Parkland Memorial Hospital, University of Texas Southwestern Medical School	Dallas County District Court, Texas	93-09237	Alleged negligence during laser surgery on plaintiff's left eye.	"Ms. Martinez lost all vision in her left eye as a result of the laser surgery to her left eye."
2. 10/14/02	Robert Hemphill	Lars Herzog, M.D.; R. Wayne Bowman, M.D.; and University of Texas Southwestern Medical Center at Dallas	Dallas County District Court, Texas	02-9825	Alleged negligence in the treatment of a cataract of the left eye.	"As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff was caused to suffer and will suffer reasonable care and expenses in the past and future, impairment of vision/eyesight in the left eye in the past and future, physical pain and mental anguish in the past and future and loss of earnings and earning capacity in the past and future."
3. 1994	Chemene Mendelson	Dr. Harvey L. Carter, M.D., P.A., individually and d/b/a Carter Eye Center, and Melanie Marín	Dallas County District Court, Texas	94-11756	Alleged negligence in performing RK procedures on both of plaintiff's eyes, resulting in severe corneal damage to Plaintiff's right eye.	"As a result of the negligence of the Defendants herein, Plaintiff CHEMENE MENDELSON has suffered serious and permanent injuries and disabilities to her body." "As a further result of Defendants' acts and omissions, Plaintiff CHEMENE MENDELSON has lost eighty to eighty-five per cent of vision in her right eye. In order for her to see again with her right eye, she will

Date Filed	Plaintiff	Defendant	Court	Case Number	Allegations	Miscellaneous
						require a corneal transplant, requiring her to incur future medical expenses."
4. 8/31/95	Jon Montisano	Dr. Harvey L. Carter III, M.D. and Dr. Harvey L. Carter III, M.D., P.A.	Dallas County District Court, Texas	95-09204	Alleged negligence in performing surgery on plaintiff's eyes in an effort to relieve the plaintiff from the necessity of wearing glasses and/or contact lenses and in an effort to improve the plaintiff's vision.	"None of these surgeries were successful and, in fact, permanently damaged Montisano's eyes. This damage was a result of the eye surgeries performed, and medical care provided, by Defendants to Montisano."
5. 8/18/98	Noriko Dobson and Wilbur Dobson	Harvey L. Carter III, M.D., Harvey L. Carter III, M.D., P.A., Dwain Fuller, M.D., and Texas Retina Associates, P.A.	Dallas County District Court, Texas	98-6511	Alleged negligence in performing cataract surgery.	"Defendant Carter, individually or through his agents or employees were negligent and failed to exercise the standard of care . . . which lead to the complete loss of vision in her right eye, and to her future damages."
6. 5/5/99	Lake L. Bowling	Robert I. Myers, M.D.; Drs. Carman, Weston & Koster, P.A. d/b/a Drs. Weston, Koster & Myers, P.A.; Gary E. Fish, M.D.; Ophthalmic Partners, P.A. d/b/a Texas Retina Associates, P.A.; Texas	Dallas County District Court, Texas	99-3174	Alleged negligence in misdiagnosing plaintiff's brain tumor as macular degeneration.	"As a direct and proximate result of the negligence and/or gross negligence of the defendants as set out above plaintiff Lake Bowling has been rendered legally blind. These injuries are permanent in nature, and they have had a serious effect on Ms. Bowling's health and well being."

Date Filed	Plaintiff	Defendant	Court	Case Number	Allegations	Miscellaneous
		Retina Associates, P.A.; and Harvey L. Carter, M.D. individually and d/b/a/ Carter Eye Center				
7. 1995	Juan Gonzalez	John Peter Smith Hospital, Tarrant County Hospital District, Harold Granek, M.D. and Tony Evangelista, M.D.	Tarrant County District Court, Texas	348-161786-95	Alleged negligence in surgical removal of object in the plaintiff's left eye, resulting in removal of the eye.	"As a result of the negligent conduct of the Defendants described above, Plaintiff has suffered severe, permanent, and debilitating personal injury. Specifically, Plaintiff has suffered a tremendous amount of physical pain and suffering in the past and in all reasonable medical probability will continue to sustain such physical pain and suffering in the future."
8. 1/10/90	Wilton LaRue	Henry Gelender and Cornea Associates of Texas P.A. Jointly and Severally	Ellis County District Court, Texas	90-09340	Alleged negligence in performing surgery on the plaintiff's right eye to remove a small piece of malignant tissue or carcinoma.	"Plaintiff underwent surgery and is now blind in his right eye." "By reason of the above and foregoing, Plaintiff has suffered losses and damages in the sum of \$250,000.00 for which he now sues."
9. 10/11/01	Susan Vaughan	Dr. Henry Gelender	Dallas County Court of Law, Texas	0111071-E	Alleged negligence in performing LASIK surgery.	"Because Dr. Gelender never properly examined her, nor explained to her the problem with her eyes after he did the surgery, it took Susan Vaughan nearly two years,

Date Filed	Plaintiff	Defendant	Court	Case Number	Allegations	Miscellaneous
						<p>searching on her own, to find someone who could fit her with the proper contact lenses to correct the irregular astigmatism without causing injury to her eyes. During this time period, she was unable to work effectively and her business suffered. She suffered loss of vision in both her eyes. She suffered extreme pain and mental anguish from both the fear that her eyes would never be corrected and from the inability to read and perform the functions necessary in her business."</p>
10. 8/14/86	Margaret Sheok	Wesley Herman, M.D.	Dallas County District Court, Texas	86-9078	Alleged negligence in unnecessarily performing laser surgery on the plaintiff's left eye and in negligently treating the plaintiff in follow-up after the surgery.	"As a result of said negligence, Plaintiff has suffered severe and disabling loss of vision to her left eye. As a result of said injuries, she has suffered severe pain, anguish, physical impairment, lost wages and a loss of wage earning capacity."
11. 7/27/90	Cora Fileds and Holton Fields	Dr. Wesley K. Herman and Eyecare and Surgery Center of North Texas	Dallas County District Court, Texas	90-8866	Alleged negligence in performing laser treatment on the plaintiff's right eye; alleged negligence in performing surgery on the plaintiff's right eye in an attempt to remove a blood clot	"Field has no sight in her right eye and is, in fact, blind in the right eye."

Date Filed	Plaintiff	Defendant	Court	Case Number	Allegations	Miscellaneous
12. 5/21/99	Suchai Vilaidataga	Bradford Pazandak, individually, Wesley Herman, individually, and Eye Care and Surgery Center	Dallas County District Court, Texas	91-06199	and to relieve pressure. Alleged negligence in performing surgeries to correct double vision problems.	"Plaintiff's condition after the so-called corrective eye surgery by Dr. Herman became worse with plaintiff developing triple vision on the said left eye which worsened condition continued to adversely affect the Plaintiff."
13. 1992	Camille Hawkins	Wesley K. Herman, M.D. and Eyecare & Surgery Center of North Texas	Dallas County District Court, Texas	92-014310	Alleged negligence in performing RK surgery.	"During the retrobulbar block procedure, Plaintiff suffered a severe penetrating injury to her left eye as a direct and proximate result of the CRNA improperly directing the needle while attempting to administer the anesthetic. The penetrating injury caused Plaintiff to suffer a perforated globe, vitreous hemorrhage, subretinal and preretinal hemorrhage, retinal tears, retinal detachment and vitreous incarceration."
14. 8/15/01	John H. Lomax	Dr. Wesley K. Herman and Eyecare and Surgery Center of North Texas, Inc. d/b/a Eyecare and Surgery	Dallas County District Court, Texas	01-06810	Alleged negligence in performing cataract surgery.	"Soon after the surgery, Mr. Lomax's eyesight in his left eye began to deteriorate, and continues to deteriorate to this day. As of the present date, Mr. Lomax has lost virtually all of his

Date Filed	Plaintiff	Defendant	Court	Case Number	Allegations	Miscellaneous
		Center				vision in his left eye. More specifically, Mr. Lomax has developed macular edema in his left eye."
15. 12/27/01	Sandra L. Ross, D.D.S.	Wesley Kent Herman, M.D., Vision Quest Laser Center, Ltd., E.C.S.C. II, P.A., Individually and d/b/a Eyecare and Surgery Center, and d/b/a/ Eyecare and Surgery Center of North Texas	Dallas County District Court, Texas	01-11152	Alleged negligence in performing lasik procedure; alleged fraud.	"Prior to the procedure, Dr. Herman had Plaintiff purchase a lifetime 'guarantee' related to the surgery. During the lasik procedure which was inappropriate and/or contraindicated, Plaintiff's left cornea was permanently damaged and has prevented her from continuing work as a dentist."
16 8/20/03	Charles Cheeks	Wesley K. Herman, M.D.	Dallas County District Court, Texas	03-08440	Alleged negligence in performing lasik surgery and follow-up care.	"As a result of said incident, Plaintiff has suffered severe and disabling injuries to his back and hips."
17 8/29/03	Helen Gumbert	Wesley K. Herman, M.D., Surgeycare General Partnership, Inc., Vision Quest, Vision Quest, Inc., Vision Quest Laser Center, Ltd., ECSC Laser, L.L.C., Eyecare & Surgery Center, Eyecare & Surgery	Dallas County District Court, Texas	03-9588	Alleged negligence in performing cataract surgery.	"During the course of said treatment, Helen Gumbert suffered the following injuries: loss of her eye, attributable to: cataract surgery that was unnecessarily and negligently performed on Plaintiff without informed consent, and negligent post-surgery care."

Date Filed	Plaintiff	Defendant	Court	Case Number	Allegations	Miscellaneous
		Center of North Texas, ECSC II, P.A., and JH and AH Enterprises, Inc.				
18. 18a. (Agreed Judgment) 6/7/93	Sam Bruce, as next friend of Roger Bruce, a minor	David Kleinman, M.D.	Tarrant County District Court, Texas	236-148714-93	Alleged negligence in surgery to repair corneal scleral puncture of Roger Bruce's right eye.	The case settled in 1994 for \$250,000.00.
19. 10/12/01	Paul Rountree	TLC The Laser Center (Institute) Inc., Steven Anderson, O.D., and Robert Lehmann, M.D.	Tarrant County District Court, Texas	096-189799-01	Alleged negligence in performing LASIK eye surgery.	"As a result of the surgery, Plaintiff has experienced, among other things, incapacitating and excruciating pain in his eyes as well as poor and deteriorating vision. Plaintiff has also experienced incapacitating dry eyes which have required him to put drops in throughout the day and night since the day of surgery. To help treat his condition, in January 2000, Plaintiff was forced to have permanent plugs placed in both eyes by other doctors at Defendant TLC. Those plugs have proved largely unsuccessful. The injuries suffered by Plaintiff are permanent, disabling, and incapacitating."
<del>20.</del>	<del>Jimmy</del>	<del>James P.</del>	<del>Dallas</del>	<del>03-</del>	<del>Alleged negligence</del>	<del>"Plaintiff has</del>

Date Filed	Plaintiff	Defendant	Court	Case Number	Allegations	Miscellaneous
05/03	Wigley	McCulley, M.D., Zale Lipshey University Hospital at Southwestern Medical Center	County Court at Law, Texas	06250-B	in failing and/or delaying to address and diagnose an emergent situation involving the plaintiff's right eye; alleged negligence in failing to perform the appropriate medical procedure to correct the emergent situation.	experienced physical impairment or physical incapacity in the past as a result of this incident and, in all reasonable probability, will continue to experience physical incapacity in the future; Plaintiff has experienced physical disfigurement in the past as a result of this incident and, in all reasonable probability, will continue to experience physical disfigurement in the future."
21. 2/24/94	Richard Parker	Gary R. Tylock, M.D.	Dallas County District Court, Texas	94-1870	Alleged negligence in performing RK surgery.	"Defendant failed to use the standard of care that an ordinary prudent physician and health care provider would have used, and such action constituted negligence . . ."
22. 9/23/96	Marilyn Berry	Gary R. Tylock, M.D., and Tylock Eye Center	Dallas County District Court, Texas	96-10229	Alleged negligence in performing RK surgery.	"Dr. Tylock performed approximately five (5) enhancement surgeries. After Dr. Tylock completed the last enhancement surgery on September 23, 1994, Tylock said he had done all he could do. Today, Ms. Berry has poor vision in her left eye (which cannot be corrected with glasses), and she now awaits a cornea transplant."
23. 8/6/01	Richard L. Dockery	Gary Tylock, M.D. and Tylock Eye	Dallas County Court at	01-08390-0	Alleged negligence in performing LASIK eye surgery.	"During the right LASIK procedure, physician Gary Tylock,

Date Filed	Plaintiff	Defendant	Court	Case Number	Allegations	Miscellaneous
		Care & Laser Center	Law, Texas			<p>M.D. lost Richard L. Dockery's right corneal flap. The standard of care is for the flap to remain attached to the eye. Here the flap became detached and was lost. With the loss of the flap Richard L. Dockery ceased to be a candidate for the LASIK procedure on his right eye. A second corrective surgery, PRK was recommended by Defendant Gary Tylock, M.D., and performed that same day. The PRK surgery was unsuccessful, leaving Richard L. Dockery with blurred vision, ghosting, doubled vision, island formations, residual astigmatism and/or corneal haze. Richard L. Dockery's vision has not improved despite Defendant Gary Tylock, M.D.'s representations to the contrary."</p>
24. 11/7/97	James Lee Amick	Jeffrey Whitman, M.D. and Key-Whitman Eye Center	Dallas County District Court, Texas	97-10048	Alleged negligence in performing ALK and RK surgeries and in recommending LASIK surgery.	"James Lee Amick has incurred medical expenses, endured continuous eye-strain and mental anguish in the past and will continue to incur same into the future. He has sustained permanent loss of vision, suffers a

Date Filed	Plaintiff	Defendant	Court	Case Number	Allegations	Miscellaneous
						greatly diminished ability to read and struggles with everyday functions. He has sustained a loss of earning capacity which has occurred and will continue in the future as a proximate result of Defendant's negligence . . . Plaintiff will ultimately lose [sic] sight in his left eye from epithelial contamination of the RK cuts."
25. 7/99	Neal Small, M.D.	Jeffrey Whitman, M.D.; Texas PRG VII, Inc. d/b/a Key-Whitman Eye Center, P.A.; JW Eye Associates, P.A.; and Metroplex Laser Eyecare, Inc. d/b/a Lasersite	Dallas County Court at Law, Texas	99-08344-E	Alleged negligence in performing LASIK eye surgery for myopia and astigmatism on Neal Small, a 52-year old orthopedic surgeon.	"Subsequent eye exams by numerous ophthalmologists and cornea specialists have shown that Plaintiff has a condition known as corneal epithelial basement membrane dystrophy - which was a contraindication to LASIK surgery. As a result of the LASIK surgery performed by Defendant Whitman, Plaintiff's vision and sensitivity to light is now such that he can no longer safely perform orthopedic surgery."
26. 8/27/03	Leonard McGowen	Martin H. Reinke, M.D., Key-Whitman A.S.C., P.A. d/b/a Key-Whitman Eye Center, Healthsouth	Tarrant County District Court, Texas	236-201199-03	Alleged negligence in performing cataract extraction surgery.	"Proper equipment was not available in the operating room due to the unreasonable conduct of all of the Defendants. Further, the surgery was not performed properly due

# **EXHIBIT 4**

**Ariel Bershadsky**

---

**From:** "Ariel Bershadsky" <arbe@nyc.rr.com>  
**To:** <tony.campiti@tklaw.com>  
**Sent:** Saturday, December 04, 2004 10:17 PM  
**Subject:** Listing of Additional Lawsuits – Lasik

**Tony,**

**I have reviewed the cases you provided. The only ones that are applicable to LasikInfoCenter are numbers 9, 15, 19, 23, and 25.**

**I don't know why you went to the trouble of documenting non-refractive surgery cases such as those relating to cataracts, corneal scleral punctures, or brain tumors. Also, my website does not deal with RK, ALK, or PRK, which are pre-Lasik procedures, so those cases are irrelevant to my site as well.**

**Case # 16 was simply too crazy to be included, either, since it is unclear how the alleged Lasik eye injury led to back pain.**

**Regardless, I am glad you provided the 5 cases above and I will list them shortly.**

**Sincerely yours,**

**Ariel Bershadsky, Esq.  
67 Wall Street, 22nd Floor  
New York, N.Y. 10005-3111  
Tel: (212)-714-1477  
Fax: (212)-202-4520  
[www.bershadsky.com](http://www.bershadsky.com)**

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# **EXHIBIT 5**

## **Brent Hanson**

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**From:** "Brent Hanson" <brent@brenthanson.com>  
**To:** "Edward McNicholas" <emcnicholas@sidley.com>  
**Cc:** "Jason Ankele" <jankele@spc-law.com>  
**Sent:** Wednesday, February 09, 2005 7:08 PM  
**Attach:** boothe\_postings.zip  
**Subject:** Removal of postings from Google

Edward:

I am representing myself pro-se, so now on you can send e-mails directly to me, rather than sending them to Jason.

I would like to congratulate you on your excellent work on locating the following instructions:

*Follow the directions to submit the following information.*

1. *The email address originally used to post the messages.*
2. *The complete Google Groups Beta URL (or message ID) for each individual message you'd like to have suppressed.*
3. *A statement that says 'I swear under penalty of civil or criminal laws that I am the person who posted each of the foregoing messages **or am authorized to request removal by the person who posted those messages.**'*
4. *Your current email address.*
5. *Your full contact information, including your legal name.*
6. *Your reason for requesting removal.*

As I have already provided an authorization letter to you, please feel free to go ahead and remove the repostings yourself -- that way you can make sure that they are fully removed. You might want to start in reverse chronological order by removing the postings on alt.lasik-eyes made by Boothe, in violation of the settlement agreement. He made the postings after logging in through <http://www.talkaboutsupport.com> Here are the links to the various postings he has made.

Boothe posting as "*theOmega*" <http://tinyurl.com/69e4c>  
Boothe posting as "*dontknowjack*" <http://tinyurl.com/5o6aw>

I have also included copies of his postings in the attached zip file. You may wish to print these out and retain them for your records.

Sincerely,  
Brent Hanson

# **EXHIBIT 6**

CAUSE NO. 219-86-05

WILLIAM A. BOOTHE, M.D., and	§	IN THE DISTRICT COURT OF
WILLIAM A. BOOTHE, M.D., P.A.,	§	
Plaintiffs,	§	
	§	
V.	§	COLLIN COUNTY, TEXAS
	§	
DAN MORIKAWA and	§	
BRENT HANSON,	§	
Defendants.	§	219TH JUDICIAL DISTRICT

**DEFENDANT BRENT HANSON'S MOTION FOR NEW TRIAL  
and MOTION TO SET ASIDE JUDGMENT  
AND DISSOLVE SETTLEMENT AGREEMENT**

TO THE HONORABLE COURT:

NOW COMES Brent Hanson ("Hanson"), a Defendant in the above-entitled and numbered cause, and files this Motion for New Trial and Motion to Set Aside Judgment and Dissolve Settlement Agreement and, in support thereof, respectfully shows the Court as follows.

I.

Grounds for New Trial

On February 2, 2005, the Court entered an Agreed Judgment and Permanent Injunction in the above-entitled and numbered cause pursuant to a confidential settlement agreement reached between Plaintiff William Boothe ("Boothe") and Hanson (hereinafter "the Settlement Agreement"). Hanson has complied with all terms of the Settlement Agreement and responded to all requests of Boothe's Counsel to effectuate both the black letter intent and the spirit of the Settlement Agreement. See Affidavit of Hanson attached hereto as Exhibit A and incorporated herein by reference.

Boothe, on the other hand, has not complied with the terms of the Settlement Agreement

Specifically, the Settlement Agreement includes a provision entitled, "Mutual Agreement Against Any Future Communications, Websites, Domain Names, E-Mails, Postings or Other Communications, Comments, Statements or Publications Concerning the Other Party or His Attorneys." On information and belief, Boothe has made postings or caused postings to be made on his behalf which are in violation of the afore-referenced provision of the Settlement Agreement.

The specific grounds on which Hanson moves for a new trial include the following:

1. Boothe fraudulently induced Hanson into entering the Settlement Agreement and related Agreed Judgment;
2. There has been a material breach by Boothe of the Settlement Agreement supporting the Agreed Judgment;
3. There has been a failure of consideration by Boothe in regard to the Settlement Agreement supporting the Agreed Judgment;
4. There has been newly discovered evidence since the entry of the Agreed Judgment, to-wit: Boothe's immediate internet postings in violation of the Settlement Agreement; and
5. The interests of justice require same.

## II.

### Standard of Review

A trial court enjoys broad discretion in granting a new trial. *Champion Int'l Corp. v. Twelfth Court of Appeals*, 762 S.W.2d 898, 899 (Tex. 1988). A trial court may, in its discretion, grant a new trial "in the interest of justice." *Id.* The standard of review of the trial court's ruling on a motion for new trial is abuse of discretion. *Dir., State Employees Workers' Comp. Div. v. Evans*, 889 S.W.2d 266, 268 (Tex. 1994).

### III.

#### Post-Judgment Conduct of the Parties

On February 3, 2005, Hanson received an advisory e-mail from Counsel for Boothe which sought the removal of postings from talkaboutsUPPORT.com/group/alt.lasik-eyes – one of several web portals to the ALT.LASIK-EYES newsgroup. See Affidavit of Hanson, paragraph 4. On that same date, Hanson noticed that individuals who identified themselves as "dontknowjack" (which had an email address of texeyecare@msn.com) and "theOmega" (email address: 46plus2@sbcnospamglobal.net) began posting messages which referenced Boothe and Hanson. See Affidavit of Hanson, paragraph 5. The headers in the messages indicated they were being posted through the talkaboutsUPPORT.com/group/alt.lasik-eyes web portal. See Affidavit of Hanson, paragraph 5. There is also a marked similarity in the e-mail address of texeyecare@msn.com and the e-mail address identified as belonging to Boothe in Exhibit 11 of the Memorandum of Law in Support of Plaintiff's Application for a Temporary Injunction and in Opposition to Defendant's Motion to Dismiss and Objection to Application for Temporary Injunction filed in this cause. Specifically, the e-mail address identified as belonging to Dr. William Boothe in Exhibit 11 is texeyecare@aol.com. See Affidavit of Hanson, paragraph 5.

The postings made by "dontknowjack" and "theOmega" denied that lawsuits filed against Boothe for medical malpractice, sexual harassment, and assault contained merit. Most notably, however, the postings also made reference to previous court proceedings in the instant cause. See Affidavit of Hanson, paragraph 6. On February 7, 2005, "dontknowjack" made a lengthy posting which described the number of surgeries Dr. William had performed using an Intralase laser, and Dr.

William Boothe's techniques for using an Intralase laser. *See* Affidavit of Hanson, paragraph 7. Starting February 7, 2005, "dontknowjack" and "theOmega" continued to post messages to the ALT.LASIK-EYES newsgroup via the [talkaboutsupport.com/group/alt.lasik-eyes](http://talkaboutsupport.com/group/alt.lasik-eyes) web portal. *See* Affidavit of Hanson, paragraph 8. The messages continued to deny that lawsuits filed against Dr. William Boothe contained merit, and in one instance "theOmega" asked how previous postings on ALT.LASIK-EYES could be removed. *See* Affidavit of Hanson, paragraph 8.

On February 9, 2005, Hanson sent an e-mail to Counsel for Boothe notifying him that Boothe had violated the Settlement Agreement by posting messages about Hanson on ALT.LASIK-EYES newsgroup, via the [www.talkaboutsupport.com/group/alt.lasik-eyes](http://www.talkaboutsupport.com/group/alt.lasik-eyes) web portal. *See* Affidavit of Hanson, paragraph 10.

On February 15, 2005, Glenn Hagele made a posting regarding Co-Defendant Dan Morikaw ("Morikaw) and Hanson. *See* Affidavit of Hanson, paragraph 12. The content of the posting could only have been written by someone who had authored or reviewed p. 6 of the Affidavit of Boothe submitted in support of Plaintiff's Memorandum of Law in Support of Plaintiff's Application for a Temporary Injunction and in Opposition to Defendant's Motion to Dismiss and Objection to Application for Temporary Injunction and which was executed on January 18, 2005.

#### IV.

#### Conclusion

Hanson moves the Court to grant a new trial, set aside the judgment and dissolve the Settlement Agreement. Hanson entered into the Settlement Agreement and the related Agreed Judgment on the express representations of Boothe that the purpose of the Settlement Agreement was to "buy peace" between the parties. Boothe's postings immediately subsequent to the entry of the Settlement

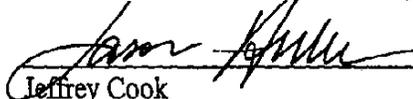
Agreement demonstrate that Boothe had no intention of "buying peace" with Hanson. Boothe fraudulently induced Hanson into entering the Settlement Agreement and agreeing to the related Judgment. Boothe has also materially breached the terms of the Settlement Agreement. Certainly, justice is not served by one party being bound to the terms of a mutual agreement while the other party violates same with impunity. Accordingly, Hanson seeks a rescission of the Agreed Judgment and a trial on the merits of the disputed issues in this cause.

It should be noted that Hanson remains agreeable to all of the provisions in the Injunction except paragraphs 5 and 8. Hanson is not opposed to paragraphs 5 and 8 of the Injunction in regard to prohibiting contact with Boothe, his family and attorneys; however, Hanson specifically seeks to rescind any prohibition of his First Amendment right to make postings of public filings to the extent that activity is restricted by the breadth of paragraphs 5 and 8. Boothe required that Hanson give up that First Amendment right in order to "buy peace" with Boothe. Then, within a day of the Settlement Agreement being formalized, Boothe violated the mutual terms of the Settlement Agreement as drafted by his own counsel.

WHEREFORE, Defendant Brent Hanson respectfully requests that the Court grant this Motion for New Trial and Motion to Set Aside Judgment and Dissolve Settlement Agreement, enter an order granting this Motion and setting this case for trial on the merits, and further that the Court grant Defendant Brent Hanson any and all such other and further relief, both at law and in equity, to which he may show himself justly entitled.

Respectfully submitted,

SULLIVAN, PARKER & COOK, L.L.C.



---

Jeffrey Cook

State Bar No. 04734495

M. Jason Ankele

State Bar No. 00786989

2911 Turtle Creek Boulevard

1200 Park Place

Dallas, Texas 75219

Telephone: (214) 520-7494

Facsimile: (214) 528-6925

ATTORNEYS FOR DEFENDANT

BRENT HANSON

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing Motion for New Trial and Motion to Set Aside Judgment and Dissolve Settlement Agreement was forwarded as indicated to the following counsel of record and *pro se* litigants on this the 2<sup>nd</sup> day of March, 2005.

**VIA HAND DELIVERY**

Steve Malin, Esq.

Sidley Austin Brown & Wood, LLP

717 North Harwood, suite 3300

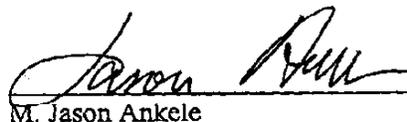
Dallas, Texas 75201

**VIA CERTIFIED MAIL, RRR**

Dan Morikawa, *pro se*

809 Browning Drive

Arlington, Texas 76010



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M. Jason Ankele

Exhibit in Motion for New Trial	Posting Date	Author identified in message header [Posting source]	Visible content of message	Notes
100, 503	02/03/2005 11:36:08	"dontknowjack" <texeyecare@msn.com>  [talkaboutsupport.com]	Subject: <i>Re: Dr. William Boothe Sued for Sexual Harrasment and Assault</i>  Interesting that Brent did not post that the sexual allegations and assault allegations were dropped.	Violates section 1 of the Settlement Agreement.
101, 502	02/03/2005 12:57:52	"theOmega" <46plus2@sbcnospamglobal.net>  [talkaboutsupport.com]	Subject: <i>Hey Brent, what about Dr. Boothe?</i>  I've noticed that you have a serious grudge against Dr. William Boothe and his center and have used several user groups and forums to get your site and its propaganda indexed.  My question to you is when did it become your responsibilitiy to shut them "all down" by presenting only one side (a very biased one) of the story? Isn't it a journalist's responsibility to get the other side before writing up the news story?  While your particular outcome is very disheartening, it is not the norm. There are many individuals out there who had an outcome they found to be satisfactory tothem. Patients of Dr. Boothe (or TLC for that matter). What kind of service are you really providing by trolling? You may have started out with the right idea, but you've lost your way and are losing what credibility you had.	Violates section 1 of the Settlement Agreement.
102, 503	02/03/2005 14:50:48	"theOmega" <46plus2@sbcnospamglobal.net>  [talkaboutsupport.com]	Subject: <i>Re: Dr. William Boothe Sued for Sexual Harrasment and Assault</i>  I noticed that as well.  How old is this lawsuit anyway. 5 maybe 6 years old?	Damage control

Exhibit in Motion for New Trial	Posting Date	Author identified in message header  [Posting source]	Visible content of message	Notes
103, 502	02/032005 15:21:25	"dontknowjack" <texeyecare@msn.com>  [talkaboutsupport.com]	Subject: <i>Re: Hey Brent, what about Dr. Boothe?</i>  A judge issued an injunction against him for making physical threats so I doubt he will be involved in further harrassment	Violates section 1 of the Settlement Agreement.

Exhibit in Motion for New Trial	Posting Date	Author identified in message header  [Posting source]	Visible content of message	Notes
104, 500	02/07 2005 14:07:18	"dontknowjack" <texeyecare@msn.com>  [talkaboutsupport.com]	Subject: <i>Re: IntraLase laser</i>  Dr. Boothe has done more intralase than anyone in the world—verified by the intralase corp. This is what he has to say about intralase. It is his opinion that it is much safer than blades. First, it can cut a thin flap (as thin as 90 microns). Second it cuts to within 10 microns of what it says it will cut. Blades vary in the thickness much more than that. So your chance of getting anectasia, where you thin the cornea too much, is highly improbable with intralase. In fact, out of the 24,000 cases that he has done, he has never had an ectasia with intralase. Out of 24000 cases, the visual axis has never been encroached upon by the cut, unlike blade keratomes. The sensitivity to light issue is uncommon if one tapers the use of a steroid such as Lotemax over a period of one month. If a rare patient has light sensitivity, it is treatable with further steroid treatment. Dr. Boothe has never seen a persistant case of light sensitivity that did not repond to this treatment. The flaps, being thinner, do slip more than blade flaps. However, using a contact lens for one day after surgery reduces this to about one percent. Wrinkles come out of intralase flaps much easier than blade flaps. Ingrowth is less likely to occur with intralase flaps. Striae are less likely with intralase flaps. There is greater accuracy of the correction when using intralase as compared to blade cut flaps. When the surgeon performs intralase, the flap cut is visualized the whole time, unlike when a surgeon does a blade cut. If the patient's eye rotates under the suction ring while a blade cut is being done, the surgeon is unknowingly left with a mess. If the eye rotates under the suction ring with intralase, it is visualized and can be repositioned without consequence. Therefore, many uncertainties are removed with the use of intralase. The advantages of intralase far outweigh	Establishes the identity of “dontknowjack” as someone who performs refractive eye surgery, and as someone who knows the opinions of Dr. William Boothe.

Exhibit in Motion for New Trial	Posting Date	Author identified in message header [Posting source]	Visible content of message	Notes
105, 501	02/07/2005 11:54:16	"dontknowjack" <texeyecare@msn.com>	Subject: <i>Re: Dr. William Boothe assaults woman during surgery</i>  I suppose you were not aware that assault and deceptive trade practices were thrown out by a judge. No negligence claims were ever filed because no expert would testify that any negligence existed. Imagine that!	Damage control
106, 501	02/07/2005 11:55:52	"dontknowjack" <texeyecare@msn.com>  [talkaboutsupport.com]	Subject: <i>Re: Dr. William Boothe assaults woman during surgery</i>  Oh, I forgot, fraud was thrown out too.	Damage control
107, 501	02/08/2005 07:06:51	"theOmega" <46plus2@sbcnospamglobal.net>  [talkaboutsupport.com]	Subject: <i>Re: Re: Dr. William Boothe assaults woman during surgery</i>  Is there a way to just remove this altogether?	Damage control
108, 505	02/08/2005 07:15:21	"theOmega" <46plus2@sbcnospamglobal.net>  [talkaboutsupport.com]	Subject: <i>Re: Where did those Booth websites go?</i>  What is it with all this anti-Booth rhetoric?  All I'm seeing are accusations getting posted over and over and over and over.  At least there are some people happy with their results. <a href="http://mylasikweb.com">http://mylasikweb.com</a>	Violation of <u>Texas Occupations Code § 101.201</u> , which prohibits the use of testimonials in advertising for physicians.
109, 504	02/08/2005 07:20:46	"theOmega" <46plus2@sbcnospamglobal.net>  [talkaboutsupport.com]	Subject: <i>Boothe Websites for Sandy</i>  Try these...  <a href="http://www.boothelasercenter.com">http://www.boothelasercenter.com</a>  <a href="http://mylasikweb.com">http://mylasikweb.com</a>	Violation of <u>Texas Occupations Code § 101.201</u> , which prohibits the use of testimonials in advertising for physicians.

Exhibit in Motion for New Trial	Posting Date	Author identified in message header [Posting source]	Visible content of message	Notes
110, 506	02/10/2005 11:24:22	"ecstaticallyhappy" <colleycpm@aol.com>  [talkaboutsupport.com]	<p>Subject: <i>Dr. Boothe STUD SURGEON in Dallas</i></p> <p>Talk about scared out of my mind to have the procedure done!!!! BUT.....Dr. Boothe is incredible. I think he may be THE MOST LAID BACK MAN IN AMERICAN. He made me feel very comfortable about my procedure. I had my Lasik done on a Friday night. Yes, he actually stays open to take care of patients that have to work for a living, imagine that. He did my surgery around 9:00 PM. I was back home in bed by 10:30 and slept like a baby. The next morning I used the drops like he said. I went back to his office for my one day check up. It was incredible. I was jumping up and down, screaming to the top of my lungs because of how great I see now. (Yes, it was embarrassing) Today, I have 20/20 vision, no glare problems, no night vision problems any longer for me. Ask me how I feel about Dr. Boothe??? I love his guts! He changed my life. I tell everyone I meet. I think it's just plain DUMB to wear glasses and contacts and hassle with them when Lasik is so easy and reasonably priced.</p> <p>One more thing, Dr. Boothe is entirely too humble about his surgical skill and gifts. Dr. Boothe is the real thing. Here's looking at you!</p>	Violation of <u>Texas Occupations Code</u> § 101.201, which prohibits the use of testimonials in advertising for physicians.
111, 505	02/10/2005 11:29:42	"ecstaticallyhappy" <colleycpm@aol.com>  [talkaboutsupport.com]	<p>Subject: <i>Re: Where did those Booth websites go?</i></p> <p>You need to talk with the millions of patients around the world that thanks to Lasik have near perfect vision today. I personally have 20/20 vision thanks to Dr. Boothe and know of dozens of friends and co-workers who think Dr. Boothe walks on water. They have great vision too!</p>	Violation of <u>Texas Occupations Code</u> § 101.201, which prohibits the use of testimonials in advertising for physicians.

Exhibit in Motion for New Trial	Posting Date	Author identified in message header [Posting source]	Visible content of message	Notes
112, 506	02/11/2005 10:47:33	"heat451" <cshwim@yahoo.com> [talkaboutsupport.com]	Subject: <i>Re: Dr. Boothe STUD SURGEON in Dallas</i>  What good does it to me if I have to work 9-5 every day and my doctor is only open 9-5. Of coarse staying open late helps him gain money, but it also helps the patient by making the doctor more accessible to them.	Damage control
113, 505	02/15/2005 22:19:09	USAeyes.org <glenn.hageleSTOPSPAM@USA Eyes.org> [4ax.com]	Subject: <i>Re: Where did those Booth websites go?</i>  It is my understanding from a very reliable source in Dallas that a swift and all-encompassing injunctive order from a Texas court against the owner of the website and against Brent Hanson elicited a quick settlement to cease and desist.	Violates section 1 of the Settlement Agreement.  Glenn Hagele operates a trade group that refers prospective patients to refractive surgeons.
114, 507	02/21/2005 09:32:00	"ecstaticallyhappy" <colleycpm@aol.com> [talkaboutsupport.com]	Subject: <i>Re: Dallas Texas</i>  You should visit Dr. Boothe and Boothe Eye Care & Laser Center. Dr. Boothe is probably the most experienced IntraLASIK surgeon in the world as well as the DFW Metroplex. I had my procedure there and a wonderful experience.  <a href="http://www.boothelasercenter.com">www.boothelasercenter.com</a>	Violation of <u>Texas Occupations Code</u> § 101.201, which prohibits the use of testimonials in advertising for physicians.
115, 507	02/21/2005 09:46:01	"theOmega" <46plus2@sbcglobal.net> [ google.com]	Subject: <i>Re: Dallas Texas</i> If I was going to have the procedure done, I'd feel more comfortable with the use of the IntraLASE over the microkeratome.  I'm sure the microkeratome is safe when used by the right surgeon, but something about laser precision is more comforting than even the sharpest blade. IMHO, its worth the cost.	Damage control

Exhibit in Motion for New Trial	Posting Date	Author identified in message header  [Posting source]	Visible content of message	Notes
116, 505	02/22/2005 13:43:57	USAEyes.org <glenn.hageleSTOPSPAM@USA Eyes.org>  [4ax.com]	<p>Subject: <i>Where did those Booth websites go?</i></p> <p>I am quite certain that some of the information presented was accurate, but part of something being accurate may not make it a representation of the truth.</p> <p>I do not take the side of the plaintiff or the defendants. I consider instead the opinion of the judge. An injunctive order makes it clear to me that an impartial judge found the information as presented to be substantially untruthful.</p> <p>Finding the information on these websites to be untruthful does not go to the issue of whether or not you like the doctor in question, or like the methods by which he practices, or even if he is a good or bad doctor. This is only about whether or not the information published was truthful. A judge determined it was not. All other issues remain open for consideration.</p>	Violates section 1 of the Settlement Agreement.

Exhibit in Motion for New Trial	Posting Date	Author identified in message header [Posting source]	Visible content of message	Notes
117, 505	02/22/2005 16:22:10	USAeyes.org <glenn.hageleSTOPSPAM@USA Eyes.org>  [4ax.com]	Subject: <i>Where did those Booth websites go?</i>  When a court makes an injunctive order against those who conspire to publish certain information, and when those same co-conspirators agree to remove the offending information within days of being served with the injunctive order, it seems to me to be reasonable to assume that the information as presented was not truthful.  Inaccurate and misleading information does not serve anyone well.  In my opinion, if the information was truthful the court and the people who published it would not have moved so quickly to remove it.	Violates section 1 of the Settlement Agreement.
118, 505	02/25/2005 21:33:15	"theOmega" <46plus2@sbcglobal.net>  [ google.com]	Subject: <i>Where did those Booth websites go?</i>  Just because you get sued doesn't mean you are guilty.  Anyone can get sued for no reason whatsoever. All it takes is a lawyer with imagination.  Glenn's got it right:	Violates section 1 of the Settlement Agreement.

# **EXHIBIT 7**

**BAKER BOTTS** L.L.P.

2001 ROSS AVENUE  
DALLAS, TEXAS  
75201-2980  
214.953.6500  
FAX 214.953.6503

AUSTIN  
BAKU  
DALLAS  
HOUSTON  
LONDON  
MOSCOW  
NEW YORK  
RIYADH  
WASHINGTON

March 11, 2005

Larry D. Carlson  
214.953.6525  
FAX 214.661.4525  
larry.carlson@bakertbots.com

Mr. Ariel Berschadsky  
67 Wall Street, 22nd Floor  
New York, New York 10005-3111

**BY ELECTRONIC MAIL (PDF FORMAT)  
AND CERTIFIED MAIL, RETURN  
RECEIPT REQUESTED**

Dear Mr. Berschadsky:

I represent Dr. William A. Boothe.

I am sending you this email in your capacity as the operator of the Web Site [www.lasikinforcenter.net](http://www.lasikinforcenter.net).

Attached is an Amended Agreed Judgment and Permanent Injunction ("Judgment") signed by Judge Curt B. Henderson in litigation captioned *William A. Boothe, M.D., et al. v. Brent Hanson*, No. 219-86-05; in the District Court of Collin County, Texas, 219th Judicial District. Also attached is a February 1, 2005, letter from Brent Hanson directed to To Whom it May Concern.

Pursuant to part C. of the Judgment and the February 1, 2005, letter from Mr. Hanson, Dr. Boothe requests that you delete from the Web Site [www.lasikinforcenter.net](http://www.lasikinforcenter.net) any postings that refer to Dr. Boothe – including any postings concerning ongoing or completed litigation involving Dr. Boothe – that originated with Mr. Hanson.

I would appreciate your not further publishing or circulating the attachments because of the desire of the parties, Dr. Boothe and Mr. Hanson, to keep the matter of the litigation between them confidential to the extent possible.

**BAKER BOTTS LLP**

- 2 -

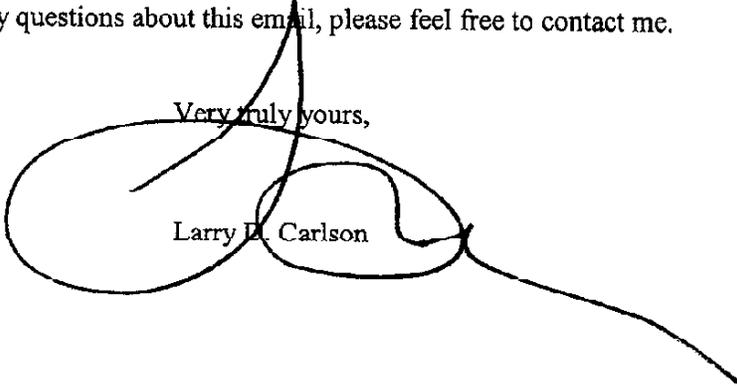
March 11, 2005

If you have any questions about this email, please feel free to contact me.

Very truly yours,

Larry D. Carlson

LDC:ldm

A large, stylized handwritten signature in black ink, appearing to be "Larry D. Carlson", written over the typed name.

# **EXHIBIT 8**

Brent Hanson  
1687 Whitehall Court  
Wheeling, IL 60090  
February 1, 2005

To Whom it May Concern:

I post comments on <news:alt.lasik-eyes> under the name of "Brent Hanson – LASIKFRAUD.COM".

I authorize Dr. Boothe or anyone working on his behalf to request removal from <news:alt.lasik-eyes> any postings I have made which contain negative comments regarding Dr. Boothe, or his law firms.

Sincerely,

A handwritten signature in black ink that reads "Brent Hanson". The signature is written in a cursive, slightly slanted style.

Brent Hanson

# **EXHIBIT 9**

CAUSE NO. 219-86-05

WILLIAM A. BOOTHE, M.D., and  
WILLIAM A. BOOTHE, M.D., P.A.,

Plaintiffs,

v.

BRENT HANSON,

Defendant.

§  
§  
§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT OF

COLLIN COUNTY, TEXAS

219<sup>th</sup> JUDICIAL DISTRICT

**AMENDED AGREED JUDGMENT AND PERMANENT INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

On January 31, 2005, this cause came before this Court, and the parties announced that the case had settled. Pursuant to the terms of a confidential settlement agreement, the parties announced that they mutually desire to terminate these proceedings under the following permanent terms. Plaintiffs William A. Boothe, M.D. and William A. Boothe, M.D., P.A. and Defendant Brent Hanson thereupon agreed to the terms of an agreed judgment and permanent injunction in this action, which was entered by this Court on February 2, 2005.

It is expressly noted that the parties have, upon the advice of counsel, knowingly, voluntarily, perpetually and unconditionally waived any and all right, privilege or ability to object to any prior restraint upon freedom of speech contained in this Judgment.

The parties now further announce that they wish to amend their agreed judgment in order to clear the Internet and UseNet of the statements that gave rise to this lawsuit while maintaining the prior agreed judgment and while ensuring a complete disengagement of the parties. Accordingly the parties have added new clauses B, C and D to the prior agreed judgment and have modified clause A.

IT IS ORDERED, ADJUDGED AND DECREED that

- A. Brent A. Hanson, his agents, and anyone acting in concert with him are permanently enjoined and prohibited –
1. From coming within 500 feet of:
    - a. Plaintiff William A. Boothe, his wife, his children, or his family;
    - b. The residence located at 5204 Lincolnshire Court, Dallas, Collin County, Texas 75287;
    - c. Plaintiffs' place of business at 3900 West 15th Street, Suite 104, Plano, Texas 75075;
    - d. Any individuals known by him to be employees of Plaintiffs;
    - e. Any attorney for the Plaintiffs, at either their place of business or their residences, unless required to do so in connection with legal proceedings;
  2. From taking any actions that would place Plaintiff Dr. Boothe or his counsel in reasonable apprehension of bodily injury;
  3. From any communication with any person (other than Mr. Hanson's counsel) regarding physical attacks on Plaintiffs or their attorneys;
  4. From expressly or impliedly inciting others in any manner to physically attack Plaintiff Dr. Boothe, his family, or his counsel;
  5. To remove from the Internet, including at [www.lasikfraud.com](http://www.lasikfraud.com), and to refrain from repeating elsewhere, verbatim or in substance, any text or images which threaten or defame any of the Plaintiffs or their attorneys;
  6. To refrain from registering any domain names that contain the word "Boothe" or

the names of any of the attorneys in this proceeding or any substantially similar variation thereof; and

7. To communicate with Plaintiffs, the family of William Boothe, M.D., or their attorneys only through his counsel.
- B. Plaintiffs and Defendant, and their agents, and anyone acting in concert with them are enjoined and prohibited from making any comment, statement, assertion, claim, allegation, mention, or other communication whatsoever – in any medium, context or forum – regarding or referring to the other party in this proceeding, directly or indirectly, other than in the context of proceedings before governmental authorities.
- C. Brent A. Hanson, his agents, and all Internet service providers, domain name registrars, web site administrations, search engines, UseNet Groups, operators of alt.lasik-eyes and other news group servers, computer message boards, and webhosting companies are permanently enjoined to delete all files, postings, messages, sites, search results, search indices, or e-mails containing any reference to Dr. William Boothe made by Mr. Brent Hanson, a/k/a “lasikreport,” “tlcobserver,” and “Brent Hanson – LASIKFRAUD.COM”, from all computer systems, the Internet, newsgroups, websites, message boards, search engines, and any other electronic or computer systems of any kind, expressly including but not limited to the deletion of all cached copies of such files, postings, messages or e-mails as well as the deletion of all message strings containing such files, postings, messages or e-mails.
- D. Dr. William Boothe, his agents, and all Internet service providers, domain name

registrars, web site administrations, search engines, UseNet Groups, operators of alt.lasik-eyes and other news group servers, computer message boards, and webhosting companies are permanently enjoined to delete all files, postings, messages, sites, search results, search indices, or e-mails containing any reference to Mr. Brent Hanson, a/k/a "lasikreport," "tlcobserver," and "Brent Hanson – LASIKFRAUD.COM" made by Dr. William Boothe or anyone using the email addresses of [texeyecare@aol.com](mailto:texeyecare@aol.com), or [texeyecare@msn.com](mailto:texeyecare@msn.com), or the identifier "dontknowjack," from all computer systems, the Internet, newsgroups, websites, message boards, search engines, and any other electronic or computer systems of any kind, expressly including but not limited to the deletion of all cached copies of such files, postings, messages or e-mails as well as the deletion of all message strings containing such files, postings, messages or e-mails.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that each party shall bear its own costs.

All other relief not expressly granted herein against Defendant Hanson is denied.

Signed this \_\_\_\_ day of March, 2005.

---

Judge Presiding

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
Brent A. Hanson

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )

Before me, the undersigned notary public, on this day personally appeared Brent A. Hanson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of March, 2005.

\_\_\_\_\_  
Notary Public of the State of Illinois

[seal]

\_\_\_\_\_  
William A. Boothe, M.D.

**ACKNOWLEDGEMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF COLLIN        )

Before me, the undersigned notary public, on this day personally appeared William A. Boothe, M.D., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of March, 2005.

\_\_\_\_\_  
Notary Public of the State of Texas

[seal]

William A. Boothe, M.D., P.A.

\_\_\_\_\_  
By William A. Boothe, M.D.  
Its President

**ACKNOWLEDGEMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF TARRANT    )

Before me, the undersigned notary public, on this day personally appeared William A. Boothe, M.D., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the William A. Boothe, M.D., of William M. Boothe, M.D., P.A., and that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of March, 2005.

\_\_\_\_\_  
Notary Public of the State of Texas

[seal]

Dated: March \_\_\_\_, 2005

Respectfully submitted,

---

Steve Malin

Texas Bar No. 12859750

SIDLEY AUSTIN BROWN & WOOD LLP

717 North Harwood, Suite 3300

Dallas, Texas 75201

214.981.3300

214.981.3400 (facsimile)

ATTORNEYS FOR PLAINTIFFS

WILLIAM A. BOOTHE, M.D. AND

WILLIAM A. BOOTHE, M.D., P.A.

Dated: March \_\_\_\_, 2005

Respectfully submitted,

---

M. Jason Ankele  
Texas Bar No. 00786989  
SULLIVAN PARKER & COOK LLC  
2911 Turtle Creek Blvd.  
Suite 1200  
Dallas, TX 75219  
Telephone 214-520-7494  
Facsimile 214-528-6925  
jankele@spc-law.com  
ATTORNEY FOR DEFENDANT  
BRENT HANSON



# **EXHIBIT 10**

**ARIEL BERSCHADSKY**

ATTORNEY AT LAW

TEL: (212) 714-1477  
FAX: (212) 202-4520

67 WALL STREET, 22<sup>ND</sup> FLOOR  
NEW YORK, NEW YORK 10005-3111

AB@BERSCHADSKY.COM  
WWW.BERSCHADSKY.COM

---

March 28, 2005

Baker Botts LLP  
Attn: Larry D. Carlson, Esq.  
2001 Ross Avenue  
Dallas, TX 75201-2980

Re: Affidavit of Ariel Berschadsky w/r/t Dr. William A. Boothe.

Dear Larry:

In the interest of avoiding unnecessary litigation, enclosed please find the attached Affidavit. Although I intend to keep the Affidavit confidential, that will change if any of its contents are referred to or made public by Dr. Boothe, in which event I will post the entire Affidavit on my website, LasikInfoCenter.

Although Texas regrettably does not yet have an Anti-SLAPP statute, sanctions are available to people who have been subject to frivolous pleadings. *See* Tex. Civ. Prac. & Rem. Code Ann. §§ 9.001-9.014, 10.001-10.006 (Vernon 2002). Rule 13 of the Texas Rules of Civil Procedure further permits a trial court to impose sanctions for pleadings that are either groundless and brought in bad faith, or groundless and brought for the purpose of harassment. *See* Tex. R. Civ. P. 13 (West 2004).

I will not hesitate to seek such sanctions if Dr. Boothe files a frivolous lawsuit against me, nor will I hesitate to defend myself in the most public manner possible, in exercise of my free speech rights under the United States Constitution and the laws of the States of New York and Texas.

Sincerely yours,



Ariel Berschadsky

## AFFIDAVIT

Ariel Bershadsky, being duly sworn, deposes and states under the penalty of perjury, that:

1. I am the sole owner and operator of the website known as LasikInfoCenter, which is viewable on the Internet through [www.lasikinfocenter.com](http://www.lasikinfocenter.com), [www.lasikinfocenter.net](http://www.lasikinfocenter.net), and [www.lasikcourt.com](http://www.lasikcourt.com) (collectively, "**LasikInfoCenter**").

2. I have thoroughly reviewed the Amended Agreed Judgment and Permanent Injunction, dated March 4, 2005, with Cause No. 219-86-05 (the "**Injunction**").

3. Based on my review of the Injunction, I have determined that (a) there is no material on LasikInfoCenter that is subject to the restrictions imposed by the Injunction, and (b) I am not subject to the Injunction because the Injunction relates to parties and entities other than LasikInfoCenter and me and because I was not a party to the underlying litigation or settlement discussions that ultimately led to the Injunction.

4. Although neither I nor LasikInfoCenter is subject to the Injunction, I am providing this Affidavit in the interest of forestalling any unnecessary litigation that Dr. William A. Boothe ("**Boothe**") may be contemplating.

5. I am not in any respect the agent of Brent Hanson ("**Hanson**"), nor do I act in concert with him.

6. There is no information on LasikInfoCenter about Boothe other than publicly available information about lawsuits filed against him.

7. I have not, through LasikInfoCenter or any other means, targeted Boothe – he is merely one of many refractive surgeons who have been the subject of lawsuits by unhappy

refractive surgery patients, and whose lawsuits have been posted on LasikInfoCenter for the public's benefit.

8. None of the information about Boothe on LasikInfoCenter was obtained from Hanson.

9. During Fall 2004, I was contacted by Anthony J. Campiti ("Campiti") of the law firm of Thomson & Knight, LLP, who told me that his firm had been retained by Boothe.

10. Campiti asked me to remove information about lawsuits against Boothe from LasikInfoCenter, to which I responded that I would not remove from LasikInfoCenter any of the publicly available information about Boothe or any other physician.

11. Campiti then told me that Boothe was concerned that he was the only refractive surgeon in North Texas to be listed on LasikInfoCenter as having had lawsuits against him, and that this was hurting his marketing efforts.

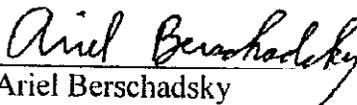
12. I explained that I had not targeted Boothe specifically and that I strive to be as complete as possible in my coverage of litigation against refractive surgeons, but that I am limited by my ability to access such information.

13. Campiti then suggested that Boothe might be willing to have Thompson & Knight, LLP do research to find details on litigation against Boothe's competitors in North Texas.

14. After a subsequent conversation with Campiti that confirmed that Boothe would indeed be willing to have Thompson & Knight, LLP do the research on litigation against his competitors in North Texas, I agreed to receive the information from Thompson & Knight, LLP, with the understanding that I would only post information that had been fully documented and was relevant to LasikInfoCenter's needs and goals.

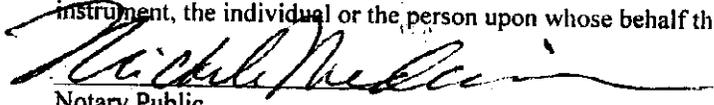
15. On or about December 3, 2004, I received a package containing a summarized list of 26 lawsuits against Texas ophthalmologists, together with supporting documentation, from Campiti.

16. After reviewing the material, I decided that the only information relevant to LasikInfoCenter's needs and goals were items 9, 15, 19, 23, and 25 – summaries of lawsuits against Dr. Henry Gelender, Dr. Wesley Kent Herman, Dr. Steven Anderson and Dr. Robert Lehmann, Dr. Gary Tylock, and Dr. Jeffrey Whitman, and I subsequently posted this material on LasikInfoCenter.

  
Ariel Berschadsky

New York State  
New York County

On March 29, 2005, before me, the undersigned, personally appeared Ariel Berschadsky, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

  
Notary Public

MICHELE MEDINA  
Notary Public, State of New York  
No. 04ME6108127  
Qualified in New York County  
Commission Expires 4-12-08

# **EXHIBIT 11**

# Dr. William Boothe LASIK Vision Laser Eye Surgeon

## Dr. William Boothe sued by patients and employees

- Tammie Kay Lee - ASSAULTED DURING SURGERY
- Robert and Judy Lee - MEDICAL MALPRACTICE: EYES SEWN SHUT
- Marketing Manager - SEXUAL HARASSMENT and ASSAULT
- Joe Dixon - MEDICAL MALPRACTICE and CONSUMER FRAUD
- Toby Tyson - MEDICAL MALPRACTICE
- Barbara Robinson - MEDICAL MALPRACTICE
- John and Kathleen Robinson - MEDICAL MALPRACTICE
- Carmen Guaderrama - MEDICAL MALPRACTICE
- Gwen Brumit - VIOLATIONS OF TEXAS LABOR LAW
- Frances Lynn Shannon - MEDICAL MALPRACTICE



## Dr. William Boothe named as "Most Likely to Sleaze Advertiser"

## Dr. William Boothe files frivolous lawsuit against radio show hosts Kidd Kraddick, Kellie Raspberry, and Al Mack

## Patients complain about having to wait 4 hours for an overbooked surgeon

## Individuals known to assist Dr. William Boothe in questionable activities in exchange for cash

- Cyndi Miller, an advertiser at Miller Public Relations who designed web sites at mylasikweb.com, mylasikexperience.com, and boothelasercenter.com. Each of the web sites contain unsupported claims about Dr. Boothe's surgical prowess and patient care.
- Tony Campiti, an attorney at Thompson & Knight who defends him against lawsuits for sexual

harassment, assault, 2 violations of Texas labor law. He al attempted to provide competitive advantage to Dr. Boothe by retrieving medical malpractice lawsuits filed against Dr. Boothe's competitors, and submitting them to LasikInfocenter.net for publication. Dr. Boothe ultimately published the lawsuits himself at [lasik-eyesurgery-lawsuits.com](http://lasik-eyesurgery-lawsuits.com)

- **Gary Richardson**, an attorney at Richardson, Stoops, Richardson & Ward, P.C., who filed a frivolous lawsuit against radio talk show hosts who criticized Dr. Boothe.
- **Steve Malin**, an attorney at Sidley Austin Brown and Wood LLP, who sues or threatens to sue patients who criticize Dr. Boothe.
- **Edward McNicholas**, an attorney at Sidley Austin Brown and Wood LLP, who sues or threatens to sue patients who criticize Dr. Boothe.
- **Edward Quillin**, an attorney at Quillin Law Firm, P.C., who defends him in the press, and against malpractice lawsuits.

## Individuals who endorse Dr. William Boothe

Amy Austin	Amy Bird	Beau Jackson	Brent Severyn
Cyndi Miller	Deanne Harrup	Debi Zuffinetti	Dewey Leggett
Drew Henson	Jeremy Lampier	John M. Stanley	La'Roi Glover
Linda Kelly	Lonnie L. Seipp	Mary Jo Reed	Mel Renfro
Melissa Interrante	Mike Bostler	Rebecca Castillo	Reza Mobarak
Rocky Thompson	Scott Murray	Stacy Travis	Steve Clemons
Terry Dorsey	Tony Lopez		

## Feedback

- Send an anonymous report about Dr. Boothe to [anonymous@lasikquack.com](mailto:anonymous@lasikquack.com)
- Share your thoughts about Dr. Boothe using our public [guest book](#)

## Learning about LASIK

LASIK is a surgical procedure intended to reduce a person's dependency on glasses or contact lenses. The goal of this Web site is to provide objective information to the public about LASIK surgery.

LASIK stands for Laser-Assisted In Situ Keratomileusis and is a procedure that permanently changes the shape of the cornea, the clear covering of the front of the eye, using an excimer laser. A knife, called a microkeratome, is used to cut a flap in the cornea.

A hinge is left at one end of this flap. The flap is folded back, aligning the stroma, the middle section of the cornea. Pulses from a computer-controlled laser vaporize a portion of the stroma and the flap is replaced. There are other techniques and many new terms related to LASIK that you may hear about.

## Other types of refractive surgery

PRK was the first surgical procedure developed to reshape the cornea, by sculpting, using a laser. Later, LASIK was developed. The same type of laser is used for LASIK and PRK. Often the exact same laser is used for the two types of surgery. The major difference between the two surgeries is the way that the stroma, the middle layer of the cornea, is exposed before it is vaporized with the laser. In PRK, the top layer of the cornea, called the epithelium, is scraped away to expose the stromal layer underneath. In LASIK, a flap is cut in the stromal layer and the flap is folded back.

Another type of refractive surgery is thermokeratoplasty in which heat is used to reshape the cornea. The source of the heat can be a laser, but it is a different kind of laser than is used for LASIK and PRK. Other refractive devices include corneal ring segments that are inserted into the stroma and special contact lenses that temporarily reshape the cornea (orthokeratology).

**Where can I go to find a LASIK surgeon in North Dallas who is not a "quack"?**

[LASIK Surgeons of Texas](#) | [LASIK Doc Shop](#)

## What are the risks of LASIK?

Before undergoing a refractive procedure, you should carefully weigh the risks and benefits based on your own personal value system, and try to avoid being influenced by friends that have had the procedure or doctors encouraging you to do so. One of the best ways to learn about risks of laser eye surgery is to visit the patient web sites listed below.

[Alcon Ladarvision](#) | [Bausch and Lomb Sucks](#) | [Doctor My Eye](#) | [Eye Know Why](#)  
[Refractive Surgeons Wear Glasses](#) | [Flawed Lasik](#) | [Laser My Eye](#) | [LASIK Disaster](#) |  
[Lasik Fraud](#) | [Lasik Memorial](#) | [LasikInfocenter](#) | [LasikSucks4U](#) | [Lasik Reality](#) | [My](#)  
[Lasik Story](#) | [Refractive Surgery News](#) | [Surgical Eyes](#) | [TLC Big Sky Laser Center](#) |  
[Vision Simulations](#)

## **EXHIBIT 12**

We'd like to know what you think about Dr. Boothe. Please leave your comments in this public guest book so we can share your thoughts with other visitors.

## Add your comments about Dr. Boothe

Submit Comments

Clear Comments

*After you submit your comments, you will need to reload this page with your browser in order to see your additions to the log.*

---

**Date:**

April 13, 2005

### Comments

<http://www.lasikinfocenter.net/Litigation/Dockery v. Tylock.pdf>

Admin's Note: Dr. Boothe posted this comment, and was responsible for submitting the lawsuit to LasikInfocenter.net for publication.

---

**Date:**

April 13, 2005

### Comments

<a href="http://lasikquack.com/public\_comments/cc\_100802.html">Dr. Jeffrey Whitman named as "Most Likely to Sleaze Advertiser"</a>

Admin's Note: Dr. Boothe posted this comment



---

**Date:**

April 13, 2005

## Comments

Dr. Carter? <http://lasik-eyesurgery-lawsuits.com/carter.html>

Admin's Note: Dr. Boothe posted this comment, and owns the web site at [lasik-eyesurgery-lawsuits.com](http://lasik-eyesurgery-lawsuits.com)

---

**Date:**

April 13, 2005

## Comments

Dr. Tylock again? <http://lasik-eyesurgery-lawsuits.com/tylock.html>

Admin's Note: Dr. Boothe posted this comment, and owns the web site at [lasik-eyesurgery-lawsuits.com](http://lasik-eyesurgery-lawsuits.com).

---

**Date:**

April 13, 2005

## Comments

Dr. Whitman <http://lasik-eyesurgery-lawsuits.com/whitman.html>

Admin's Note: Dr. Boothe posted this comment, and owns the web site at [lasik-eyesurgery-lawsuits.com](http://lasik-eyesurgery-lawsuits.com).

Date:

April 14, 2005



## Comments

He's a fine surgeon. And like many prominent people a target for extortion because he is successful. Too bad.

Admin's Note: Dr. Boothe posted this comment.

---

Date:

April 14, 2005

## Comments

Dr. Boothe is not affiliated with <http://lasik-eyesurgery-lawsuits.com> whatsoever. Get your facts straight.

---

Date:

April 14, 2005

## Comments

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# EXHIBIT 13

XML Powered

## Whois Source



[Whois Source](#) | [Mark Alert](#) | [Internet Statistics](#) | [Domain News](#) | [Whois Directory](#) | [Webmaster Information](#) | [XML API Partners](#) | [Registry Partners](#) | [Newsletter](#) | [About us](#)

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### LASIK-EYESURGERY-LAWSUITS.COM

**Website Title:** [LASIK Lawsuits and other Eye Surgery Litigation](#)  
**Meta Description:** A source of cases regarding LASIK and other eye surgery litigation." /  
**Meta Keywords:** lasik, reviews, litigation, lawsuits, horrors" /  
**Response Code:** 206  
**SSL Cert:** No valid SSL on this Host, [Get Secure](#)  
**Server Type:** Apache/1.3.31 (Unix) mod\_tsunami/2.0 FrontPage/5.0.2.2634 mod\_ssl/2.8.19 OpenSSL/0.9.7a ([Spry.com also uses Apache](#))  
**IP Address:** [216.69.141.30](#) (ARIN & RIPE IP search)  
**IP Location:**  - Arizona - Scottsdale - Go Daddy Software Inc  
**Blacklist Status:** Clear  
**Cached Whois:** 2005-04-13  
**Record Type:** Domain Name  
**Monitor:** [Monitor](#) or [Backorder](#)  
**Wildcard search:** '[lasik-eyesurgery-lawsuits](#)' or '[la eye surgery lawsuits](#)' in all domains.  
**Other TLDs:** .com .net .org .info .biz .us  
 [5 available domains]  
**Name Server:** NS9.WORLDDNIC.COM  
**ICANN Registrar:** NETWORK SOLUTIONS, LLC.  
**Created:** 2004-12-08  
**Expires:** 2005-12-08  
**Status:** [REGISTRAR-LOCK](#)

Registrant:  
 Backlash, Backlash  
 ATTN: LASIK-EYESURGERY-LAWSUITS.COM  
 c/o Network Solutions  
 P.O. Box 447

Herndon, VA. 20172-0447

Domain Name: LASIK-EYESURGERY-LAWSUITS.COM

Administrative Contact, Technical Contact:

Backlash, Backlash [w59ge23c4tz@networksolutionsprivateregistration.com](mailto:w59ge23c4tz@networksolutionsprivateregistration.com)

Backlash  
ATTN: LASIK-EYESURGERY-LAWSUITS.COM  
c/o Network Solutions  
P.O. Box 447  
Herndon, VA 20172-0447  
570-708-8780

Record expires on 08-Dec-2005.

Record created on 08-Dec-2004.

Domain servers in listed order:

NS9.WORLDDNIC.COM	216.168.228.7
NS10.WORLDDNIC.COM	216.168.225.140



[Whois](#) | [About us](#) | [Reverse IP](#) | [Whois History](#) | [Mark Alert](#) | [XML Name](#)  
[Spinner](#) | [Holiday](#)  
[Members](#) | [Silver Membership](#) | [Domain News](#) | [Web Hosting](#) | [Whois](#)  
[Privacy](#) | [Site Map](#)

Similar Sites: [eNom's Domain Name](#)

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# **EXHIBIT 14**



[Home](#)

[Registrars](#)

[FAQ](#)

[Whois](#)

Thank you for your problem report.

An email containing a confirming URL has been sent to the email address you entered. Please note that reports that are not confirmed within 5 days will be automatically discarded.

Your report information is as follows :

Domain: lasik-eyesurgery-lawsuits.com  
Submitted: 2005/04/16 15:13:57

Registrar: NETWORK SOLUTIONS, LLC.  
Reporter Name: Web site operator  
Reporter Email: anonymous@lasikquack.com  
Reporter IPAddr: 192.207.27.93

Errors in Registrant Information:

Name: INCORRECT  
Description:  
"Backlash, Backlash" is not the real name of  
Dr. William Boothe, who operates this web site.

Errors in Administrative Contact Information:

Name: INCORRECT  
Address: INCORRECT  
Description:  
"Backlash, Backlash" is not the real name of  
Dr. William Boothe, who operates this web site.

The address is incorrect. It should be either

Boothe Eye Care & Laser Center  
3900 West 15th Street  
Suite 104  
Plano, Texas 75075

-- OR --

Miller Public Relations  
5121-A Thompson Terrace  
Colleyville TX 76034

Explanation:

Dr. William Boothe put up this web site to obtain competitive advantage for himself in North Texas by posting lawsuits filed against his competitors, but not himself.

For more information about Dr. William Boothe, visit LasikQuack.com.

=====

WHOIS INFORMATION AS OF 2005/04/16 15:13:57

REGISTRAR WHOIS:

NOTICE AND TERMS OF USE: You are not authorized to access or query our WHOIS database through the use of high-volume, automated, electronic processes. The Data in Network Solutions' WHOIS database is provided by Network Solutions for information purposes only, and to assist persons in obtaining information about or related to a domain name registration record. Network Solutions does not guarantee its accuracy. By submitting a WHOIS query, you agree to abide by the following terms of use: You agree that you may use this Data only for lawful purposes and that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail, telephone, or facsimile; or (2) enable high volume, automated, electronic processes that apply to Network Solutions (or its computer systems). The compilation, repackaging, dissemination or other use of this Data is expressly prohibited without the prior written consent of Network Solutions. You agree not to use high-volume, automated, electronic processes to access or query the WHOIS database. Network Solutions reserves the right to terminate your access to the WHOIS database in its sole discretion, including without limitation, for excessive querying of the WHOIS database or for failure to otherwise abide by this policy. Network Solutions reserves the right to modify these terms at any time.

Registrant:

Backlash, Backlash  
ATTN: LASIK-EYESURGERY-LAWSUITS.COM  
c/o Network Solutions  
P.O. Box 447  
Herndon, VA. 20172-0447

Domain Name: LASIK-EYESURGERY-LAWSUITS.COM

Administrative Contact, Technical Contact:

Backlash, Backlash w59ge23c4tz@networksolutionsprivateregistration.com  
Backlash  
ATTN: LASIK-EYESURGERY-LAWSUITS.COM  
c/o Network Solutions  
P.O. Box 447  
Herndon, VA 20172-0447  
570-708-8780

Record expires on 08-Dec-2005.

Record created on 08-Dec-2004.

Database last updated on 16-Apr-2005 18:20:32 EDT.

Domain servers in listed order:

NS9.WORLDNIC.COM 216.168.228.7  
NS10.WORLDNIC.COM 216.168.225.140

This listing is a Network Solutions Private Registration. Mail correspondence to this address must be sent via USPS Express Mail(TM) or USPS Certified Mail(R); all other mail will not be processed. Be sure to include the registrant's domain name in the address.

REGISTRY WHOIS:

Whois Server Version 1.3

Domain names in the .com and .net domains can now be registered with many different competing registrars. Go to <http://www.internic.net> for detailed information.

Domain Name: LASIK-EYESURGERY-LAWSUITS.COM  
Registrar: NETWORK SOLUTIONS, LLC.  
Whois Server: whois.networksolutions.com  
Referral URL: <http://www.networksolutions.com>  
Name Server: NS9.WORLDDNIC.COM  
Name Server: NS10.WORLDDNIC.COM  
Status: REGISTRAR-LOCK  
Updated Date: 08-dec-2004  
Creation Date: 08-dec-2004  
Expiration Date: 08-dec-2005

>>> Last update of whois database: Sat, 16 Apr 2005 08:26:18 EDT <<<

NOTICE: The expiration date displayed in this record is the date the registrar's sponsorship of the domain name registration in the registry is currently set to expire. This date does not necessarily reflect the expiration date of the domain name registrant's agreement with the sponsoring registrar. Users may consult the sponsoring registrar's Whois database to view the registrar's reported date of expiration for this registration.

TERMS OF USE: You are not authorized to access or query our Whois database through the use of electronic processes that are high-volume and automated except as reasonably necessary to register domain names or modify existing registrations; the Data in VeriSign Global Registry Services' ("VeriSign") Whois database is provided by VeriSign for information purposes only, and to assist persons in obtaining information about or related to a domain name registration record. VeriSign does not guarantee its accuracy. By submitting a Whois query, you agree to abide by the following terms of use: You agree that you may use this Data only for lawful purposes and that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail, telephone, or facsimile; or (2) enable high volume, automated, electronic processes that apply to VeriSign (or its computer systems). The compilation, repackaging, dissemination or other use of this Data is expressly prohibited without the prior written consent of VeriSign. You agree not to use electronic processes that are automated and high-volume to access or query the Whois database except as reasonably necessary to register domain names or modify existing registrations. VeriSign reserves the right to restrict your access to the Whois database in its sole discretion to ensure operational stability.

VeriSign may restrict or terminate your access to the Whois database for failure to abide by these terms of use. VeriSign reserves the right to modify these terms at any time.

The Registry database contains ONLY .COM, .NET, .EDU domains and Registrars.

Registrar: NETWORK SOLUTIONS, LLC.  
Whois Server: whois.networksolutions.com

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Comments should be sent to [webmaster@internic.net](mailto:webmaster@internic.net)