

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MARIN

--oOo--

CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
not-for-profit religious)
corporation,)
)
Plaintiff,)
)
vs.)
)
GERALD ARMSTRONG; DOES 1-25,)
inclusive,)
)
Defendants.)
_____)

**CERTIFIED
COPY**

No. BC 052395

DEPOSITION OF
GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941

1 MR. GREENE: Go ahead.

2 MS. BARTILSON: Q. Mr. Armstrong, while
3 working in Mr. Greene's office, have you provided
4 assistance to any other individuals who are engaged in
5 disputes with the Church of Scientology International or
6 any other entity that's covered by the settlement
7 agreement?

8 MR. GREENE: Same two positions.

9 MS. BARTILSON: That's at any time since he
10 came to work at your office?

11 MR. GREENE: That's absolutely right.

12 MS. BARTILSON: Okay. Exhibit 13.

13 (Whereupon Plaintiff's
14 Exhibit 13 was marked.)

15 MS. BARTILSON: Q. The court reporter has
16 handed you, Mr. Armstrong, something that has been marked
17 as Exhibit 13. It's a two-page document. It begins, on
18 page 1, with the words "Where," colon, "Marin Superior
19 Court, San Rafael Civic Center."

20 And I'll ask you if you've ever seen this
21 document before.

22 A. Yes.

23 Q. And is this a press release that was
24 provided to the media concerning your case?

25 A. Yes.

1 Q. You know who wrote the press release?

2 A. Yes.

3 Q. Who was that?

4 A. Mr. Greene.

5 Q. Did you help Mr. Greene in its preparation?

6 A. Broadly, no.

7 Q. Did you consult with him about its
8 preparation at all?

9 A. No.

10 Q. Did he show it to you after he had drafted
11 it?

12 A. Yes.

13 Q. Did you make any changes to it after he
14 showed it to you?

15 A. I have a recollection of making minor
16 typographical changes.

17 Q. Other than that, you approved it?

18 A. In that I did not object to it.

19 Q. Do you know to whom, if anyone, this press
20 release was sent?

21 A. I presently have no recollection of any of
22 the recipients.

23 Q. Did you send it out to anyone yourself?

24 A. I have no recollection of sending it out.

25 Q. Might have; might not have; you just don't

1 A. Yes.

2 Q. Do you recall approximately how many such
3 interviews you've given in 1992?

4 A. I believe there has only been one interview
5 which I would consider an interview, and that was with
6 CNN.

7 Q. And were there other times when you spoke to
8 reporters, or other media representatives, that you did
9 not consider an interview?

10 A. Yes.

11 Q. Approximately how many of those?

12 A. I must retract that.

13 I consider that Bill Horne of the American
14 Lawyer interviewed me.

15 And then additional contacts of any kind
16 with the media, perhaps ten.

17 Q. All right. Let's look first at the
18 interview with CNN.

19 Do you recall the date of that interview?

20 A. My recollection is March 20th, 1992.

21 Q. Do you recall if it was before or after the
22 hearing held before Judge Dufficy in Marin County
23 Superior Court on the motion for preliminary injunction?

24 A. Yes.

25 Q. Which was it, before or after?

1 A. After.

2 Q. The same day or the next day?

3 A. Same day.

4 Q. And where did this interview take place?

5 A. In Mr. Greene's office.

6 Q. Do you recall the name of the reporter?

7 A. Yes.

8 Q. And who was that?

9 A. Don Knapp, N-a-p-p (sic).

10 MR. GREENE: K-n --

11 THE WITNESS: K-n-a-p-p.

12 Thank you.

13 MS. BARTILSON: Q. And for approximately
14 how long were you interviewed by Mr. Knapp?

15 A. Perhaps five minutes. Less.

16 Q. And was your lawyer also interviewed by Mr.
17 Knapp?

18 A. Yes.

19 Q. Do you recall any of the substance of what
20 you communicated to Mr. Knapp during the interview?

21 A. Yes.

22 Q. What was that?

23 A. It related to Scientology's practice of fair
24 game and my knowledge of organizational and Hubbardian
25 fraud.

11

1 Q. Knowledge which you had gained because of
2 your years of experience with the organization, as you
3 term it?

4 A. Correct.

5 Q. Was the interview videotaped?

6 A. Yes.

7 Q. Was the entirety of the interview
8 videotaped, or were there times that you also spoke with
9 Mr. Knapp that were not videotaped?

10 A. If, by that, you mean when, for example, I
11 may have helped him out with his camera gear, opened the
12 door for him and said "Good-by," or helped him move
13 things around and exchanged comments of that nature,
14 then, no. I think that's how to answer it.

15 MS. BARTILSON: Could you read back the
16 question and the answer, because I'm not sure --

17 MR. GREENE: He said that there was no
18 substance aside from courtesies that -- there was
19 nothing -- nothing was videotaped except --

20 Go ahead. Read it back.

21 MS. BARTILSON: I'm not sure that was the
22 answer to the question. I just want to see what we've
23 got.

24 Okay.

25 (Whereupon the record was read.)

1 was aired by CNN.

2 MS. BARTILSON: Q. So you asked Mr. Knapp
3 how you could go about doing that?

4 A. That's the gist of the conversation.

5 Q. Do you recall his reply?

6 A. Not specifically.

7 Q. Did you discuss anything else with Mr. Knapp
8 besides the obtaining of the videotape of that segment?

9 A. It may have been that we discussed running
10 briefly.

11 Q. Did you ever have any other occasion to
12 speak with Mr. Knapp besides the two that you've now
13 described?

14 A. No.

15 Q. Do you know who arranged for Mr. Knapp to
16 come to Mr. Greene's office on March 20th?

17 A. No.

18 Q. Were you working in Mr. Greene's office on
19 March 20th, 1992?

20 A. Yes.

21 Q. When were you interviewed by Bill Horne?

22 A. I believe in the spring, this year.

23 Q. Do you recall what month?

24 A. Not right now.

25 Q. Do you recall if it was before or after the

1 CNN interview that you've described?

2 A. It was after.

3 Q. Do you recall if it was before or after the
4 first time you came down to Los Angeles for a hearing in
5 this case, after it had been transferred to Los Angeles?

6 A. I believe it was before.

7 Q. Okay. How did you come to have an interview
8 with Mr. Horne?

9 A. I think that it stems from my involvement in
10 Scientology litigation, which subject he was covering in
11 his story.

12 Q. Did he contact you, or did you contact him?

13 A. I believe he contacted me.

14 Q. By telephone or in person or in writing?

15 A. I believe by telephone.

16 Q. Do you recall approximately how long before
17 your interview with Mr. Horne he contacted you by

18 telephone?

19 A. It might have been as long as a couple of
20 weeks.

21 Q. And your interview was in person, was it
22 not?

23 A. Yes.

24 Q. As best you can recall, when Mr. Horne
25 contacted you by telephone that first time, what did he

1 say to you and what did you say to him?

2 A. I have no recollection.

3 Q. Did you have any subsequent telephone calls
4 with Mr. Horne before you were interviewed by him in
5 person?

6 A. I believe so.

7 Q. Do you recall how many?

8 A. Perhaps two.

9 Q. Can you distinguish between the two
10 conversations in your mind, or do they blur together when
11 you think about them?

12 A. I distinguish them by his proximity: As he
13 approached, he made a call.

14 Q. As he approached San Anselmo from some other
15 part of the country?

16 A. Correct.

17 Q. Do you recall what was said in the first
18 conversation?

19 A. No.

20 Q. Do you recall anything that was said by
21 either of you in the second conversation?

22 A. It related to logistics, when was he
23 arriving.

24 Q. Approximately how much time did you spend
25 with him after he had arrived?

- 1 A. I believe I spent, myself, perhaps an hour
2 and a half with him.
- 3 Q. Do you know anyone else who spent time with
4 him?
- 5 A. Mr. Greene spent some time with him.
- 6 Q. Do you recall how much time?
- 7 A. No.
- 8 Q. Was Mr. Greene present when you were
9 interviewed by him?
- 10 A. Some of the time.
- 11 Q. Were you present when Mr. Greene was
12 interviewed by him?
- 13 A. Some of the time.
- 14 Q. Where did your interview take place?
- 15 A. In the office and walking into San Anselmo,
16 having lunch, and returning.
- 17 Q. Mr. Horne arrived at your office on the day
18 of the interview, which date you don't recall; is that
19 right?
- 20 A. I'm sorry. I didn't get that.
- 21 Q. Did Mr. Horne arrive on his own at your
22 office?
- 23 A. Yes.
- 24 Q. Was he by himself?
- 25 A. Yes.

- 1 Q. Did he tape-record the interview?
- 2 A. No.
- 3 Q. Did he take notes?
- 4 A. At times.
- 5 Q. Do you remember the subjects that you
- 6 discussed with Mr. Horne?
- 7 A. Broadly, yes.
- 8 Q. Did you tape the interview with Mr. Horne?
- 9 A. No.
- 10 Q. Did Mr. Greene?
- 11 A. I don't know.
- 12 MR. GREENE: God may have.
- 13 MS. BARTILSON: God records everything,
- 14 Ford. Best court reporter of all.
- 15 Q. What subjects do you recall discussing with
- 16 Mr. Horne, speaking of broad subjects now?
- 17 A. The effect of the settlement agreements, the
- 18 plight of the organization, what it would take to end its
- 19 legal troubles.
- 20 Q. Anything else?
- 21 A. That's, basically, it.
- 22 Q. When you say "the effect of the settlement
- 23 agreements," you are talking about agreements other than
- 24 just yours?
- 25 A. Mine and others of that ilk, so both on a

1 personal and theoretical and real level.

2 Q. And you are talking here about other
3 settlement agreements that included nondisclosure
4 agreements; is that right?

5 A. What was your question again?

6 Q. When you say "others of that ilk," you are
7 discussing other settlement agreements that included
8 nondisclosure provisions; is that correct?

9 A. Specific to the organization, yes.

10 Q. Did you discuss your own litigation with CSI
11 with Mr. Horne?

12 A. I believe it was discussed in some form, the
13 specifics about which I do not know.

14 Q. You don't know, or you don't recall?

15 A. I fail to see a difference in that sentence
16 or context.

17 Q. Well, if you don't know something was
18 discussed, you could not know it by never having been
19 there or it never having come up.

20 A. But you know that I was there, and I said it
21 had come up. So we've eliminated those two from the
22 definition, at least, the distinction between "know" and
23 "recall" in that sentence.

24 In any case, if it would speed things: I do
25 not recall.

1 Q. Did you discuss with Mr. Horne any of your
2 experiences that you had had with any Church of
3 Scientology or with Mr. Hubbard prior to 1986?

4 A. I only met him in 1992.

5 Q. Right.

6 Did you discuss with him any experiences you
7 had had with the Church of Scientology or Mr. Hubbard,
8 and dating those experiences back to before 1986?

9 A. I have no recollection of any specific
10 experience being discussed.

11 Q. Might have; might not have; you just don't
12 recall?

13 MR. GREENE: Objection.

14 You can answer the question.

15 THE WITNESS: Yes.

16 MS. BARTILSON: Q. But you discussed the
17 settlement agreements with him; is that right?

18 A. That is one of the things which I recall at
19 this time.

20 Q. Did you give him a copy of your settlement
21 agreement?

22 A. I don't believe so.

23 Q. Did you give him any documents?

24 A. I may have.

25 Q. Do you recall, as you sit here today, any

1 documents that you know you gave to him?

2 A. No.

3 Q. Did your lawyer give him any documents?

4 A. I don't know.

5 Q. If you had given Mr. Horne any documents, is
6 there anywhere you might have made note of that or kept a
7 record of it in some way?

8 A. There could be.

9 Q. Where would that be?

10 A. I don't know.

11 Q. You might have made such a note, but you
12 don't know where that note would be?

13 MR. GREENE: Okay. Enough. Speculation.

14 Don't answer any more of these "if you"-type
15 questions.

16 MS. BARTILSON: Well, I'm trying to find out
17 if there's anything in existence that could refresh the
18 witness's recollection, and I think I'm entitled to that.

19 MR. GREENE: Then ask him. No more
20 speculative questions.

21 Don't answer the "if," speculative,
22 questions.

23 MS. BARTILSON: Q. When you gave documents
24 to reporters or other members of the media, Mr.
25 Armstrong, has it been your custom and practice to make

1 But as to the specific discussion of it as a workable
2 philosophy, I don't believe so.

3 Q. Do you recall anything else that you
4 discussed with Mr. Welkos during that conversation
5 besides what you've already testified to?

6 A. Perhaps the transfer of the case to Los
7 Angeles.

8 You won that transfer motion. You shouldn't
9 complain.

10 MR. GREENE: Yeah, shooting gun.

11 MS. BARTILSON: I figure we're 1 for 1 on
12 the transfer motions.

13 MR. GREENE: Yeah, tit for tat. But we'll
14 see how the tat --

15 MS. BARTILSON: Q. Anything else, that you
16 recall?

17 A. Not that I recall.

18 Q. When was the next time you spoke to Mr.
19 Welkos or Mr. Sappell?

20 A. Around the time of the Sohigian ruling.

21 Q. This is another telephone conversation?

22 A. In that I have only met Mr. Welkos on that
23 one occasion, yes.

24 Q. I apologize. You said that, and I forgot.
25 And this was a conversation with Mr. Welkos?

1 A. Yes.

2 Q. Did you call him, or did he call you?

3 A. I believe I originated the conversation.

4 Q. What did he say to you, and what did you say
5 to him, during that conversation?

6 A. I believe I advised him of the Sohigian
7 ruling.

8 Q. Did you discuss anything else with him?

9 A. I think it was -- That's all that I recall
10 being the subject of discussion at that time.

11 Q. Did you tell him that as a result of the
12 Sohigian ruling, you now felt that you were more free to
13 do things that you had been constrained about doing
14 before?

15 A. No, I never said that. Because I did not
16 feel I was constrained before. But rather that by
17 specifically denying the injunction as to all of those
18 things which the organization sought in the preliminary
19 injunction, that I was free from the potential of an
20 injunction.

21 Q. Okay. Did you have another conversation
22 with Mr. Welkos or Mr. Sappell after that one?

23 A. Yes.

24 Q. When was that?

25 A. Perhaps two months ago.

1 change if you did. I believe it's covered by some
2 already outstanding document requests.

3 Q. Any other conversations that you had with
4 Mr. Lobsinger besides the ones that we've discussed?

5 A. No.

6 Q. When in 1992 did you speak to Richard Behar?

7 A. Sometime in the spring.

8 Q. Do you recall if it was before or after the
9 hearing in front of Judge Dufficy?

10 A. I believe it was after.

11 Q. Do you recall if it was before or after your
12 first appearance in Los Angeles after this case had been
13 transferred to Los Angeles?

14 A. It may have been.

15 Q. It may have been before?

16 A. Before or after.

17 Q. Okay. Was this the only occasion on which
18 you spoke to Mr. Behar in 1992, or was there more than
19 one?

20 A. There may have been two, but I have no
21 recollection of if or when.

22 Q. Was it by telephone?

23 A. Yes.

24 Q. Did you call him, or did he call you?

25 A. I believe I called him.

1 Q. Do you recall the reason for your telephone
2 call to Mr. Behar?

3 A. I think it had to do with the organization's
4 suing either Time or Reader's Digest for the reprint of
5 the Time article.

6 Q. So someone suing Time or Reader's Digest was
7 your reason for your calling Mr. Behar?

8 A. Someone?

9 Q. Right.

10 A. No.

11 Q. Then I misunderstood.

12 A. The organization's suit.

13 Q. Okay.

14 A. Right.

15 Q. Are you a party to that suit?

16 A. I'm sorry?

17 Q. Are you a party to that suit?

18 A. No.

19 Q. To the best of your recollection, during
20 that conversation, what did you say to him, and what did
21 he say to you?

22 MR. GREENE: At this point, Mr. Armstrong,
23 I'm going to instruct you not to answer that question
24 based on the attorney-client, work-product, and joint-
25 defense privileges.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MARIN

--oOo--

**CERTIFIED
COPY**

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

vs.

No. BC 052395

Gerald Armstrong; Does 1-25,
inclusive,

Defendants.

DEPOSITION OF
GERALD ARMSTRONG

Thursday, October 8, 1992

VOLUME IV

REPORTED BY: BARBARA H. STOCKFORD, CSR No. 4575

1 MR. GREENE: So as to that one, I instruct
2 you not to answer.

3 MS. BARTILSON: Just so I'm clear, the
4 basis for your instruction is that --

5 MR. GREENE: Work product.

6 MS. BARTILSON: -- is that Mr. Armstrong
7 was acting as your paralegal in his own case?

8 MR. GREENE: In his case, got it.

9 MS. BARTILSON: Q. Did you, at any time
10 since July 22nd, 1992, discuss, however briefly, with
11 either of the Aznarans any matters concerning their own
12 case?

13 A. Broadly, yes.

14 Q. What did you discuss?

15 MR. GREENE: Let me take a break here.

16 (Sotto voce conversation between the witness
17 and Mr. Greene.)

18 MR. GREENE: Go ahead.

19 MS. BARTILSON: Q. After discussing it
20 with your attorney, Mr. Armstrong, what's the answer to
21 your question?

22 A. The extent of those matters was the relaying
23 of a communication from Mr. Greene or back and forth.

24 MS. BARTILSON: Q. You were relaying a
25 communication from Mr. Greene to the Aznarans?

1 A. It may have been that.

2 Q. May have been?

3 A. With the understanding that it could take
4 the form as simple as, "Is your fax machine on?"

5 Q. Did you fax things to the Aznarans?

6 MR. GREENE: Mr. Armstrong, I'm going to
7 instruct you not to answer that question based on
8 attorney-work product privilege.

9 MS. BARTILSON: Q. Did you assemble
10 documents for the purpose of faxing to the Aznarans?

11 MR. GREENE: Same instruction.

12 MS. BARTILSON: Q. Did you receive faxes
13 from the Aznarans?

14 MR. GREENE: Same instruction.

15 MS. BARTILSON: This is for the work
16 product privilege concerning Mr. Armstrong's case?

17 MR. GREENE: No. Concerning the Aznarans'
18 case.

19 MS. BARTILSON: Concerning the Aznarans'
20 case.

21 MR. GREENE: And based on general privacy
22 concerns of my office --

23 MS. BARTILSON: Privacy concerns of your
24 office. You won't let him tell me whether or not he
25 faxed anything to the Aznarans?

1 MR. GREENE: That's right.

2 MS. BARTILSON: Q. Mr. Armstrong, has
3 Mr. Greene ever instructed you not to work on the Aznaran
4 file?

5 MR. GREENE: I'm going to object, and that
6 objection is asserted on behalf of Mr. Armstrong based on
7 the attorney-client privilege.

8 Do not answer that question.

9 MS. BARTILSON: Q. Mr. Armstrong, in
10 your capacity as Mr. Greene's paralegal, has Mr. Greene
11 ever instructed you not to work on or not to look at any
12 of the filings in his office?

13 MR. GREENE: Same instruction. And I'll
14 also add to that instruction or add to the basis work
15 product on behalf of the Aznarans and privacy with
16 respect to my office generally.

17 Also, with respect to all of those prior
18 objections, I'll add an additional basis which is the
19 Sixth Amendment right to counsel.

20 MS. BARTILSON: Are you sure you don't want
21 to add the Fifth Amendment, too, Ford?

22 MR. GREENE: We'll see about that.

23 MS. BARTILSON: Okay. You're the lawyer.

24 Q. Mr. Armstrong, other than relaying
25 communication from Mr. Greene, whether by fax or

1 verbally, to the Aznarans concerning their case, have you
2 had any other communications with the Aznarans concerning
3 their case?

4 MR. GREENE: That misstates his prior
5 testimony.

6 Don't answer that question.

7 MS. BARTILSON: Hard to answer if I can't
8 finish it. Why don't you let me finish the question and
9 raise the objection so we have a complete record?

10 MR. GREENE: I thought you said "did you
11 have any communications on any other cases." I thought
12 you were finished. Sounded like the end of a question to
13 me.

14 MS. BARTILSON: No.

15 Can you read back what I had so far?

16 (Record read.)

17 MS. BARTILSON: By George. I take it back.
18 I finished the thought. I didn't even know it.

19 So he's not going to answer?

20 MR. GREENE: That is correct.

21 MS. BARTILSON: Okay.

22 Q. Mr. Armstrong, do you know Tilly Good?

23 A. Yes. In the sense -- when you say "know," I
24 know of her existence, yes.

25 Q. Have you ever spoken with Ms. Good?

1 A. Yes.

2 Q. On how many occasions?

3 A. Perhaps four.

4 Q. Have you ever met Ms. Good?

5 A. No.

6 Q. Have you ever worked on a her case file?

7 MR. GREENE: Objection. Attorney-client
8 work product privilege.

9 All of the prior objections which would be
10 work product, privacy, interference with right to counsel
11 and attorney-client.

12 MS. BARTILSON: These are asserted on
13 behalf of Ms. Good?

14 MR. GREENE: That's correct.

15 Well, no. Attorney-client and work product
16 are asserted on behalf of Ms. Good. And privacy is
17 asserted on behalf of my office generally. And Sixth
18 Amendment is asserted on behalf of Ms. Good.

19 MS. BARTILSON: Q. When is the first
20 time you remember speaking with Ms. Good, Mr. Armstrong?

21 A. Some months ago.

22 Q. In 1992?

23 A. I believe so.

24 Q. Was it before April 1992?

25 A. I don't recall.

1 Q. When is the last time you recall speaking
2 with Ms. Good?

3 A. Perhaps a month ago.

4 Q. Have you provided Mr. Greene with any
5 assistance in working on Ms. Good's case?

6 A. I'm going to instruct you not to answer that
7 based on ambiguity and vagueness.

8 MS. BARTILSON: Ambiguity and vagueness?

9 MR. GREENE: Right.

10 MS. BARTILSON: Q. Is Mr. Greene Ms.
11 Good's attorney?

12 A. Yes.

13 Q. Does Ms. Good have a dispute with one or
14 more Churches of Scientology?

15 MR. GREENE: And with respect to that, Mr.
16 Armstrong, I will instruct you not to answer the question
17 based on attorney-work product privilege.

18 MS. BARTILSON: Q. Mr. Armstrong, do you
19 have personal knowledge whether or not Ms. Good has a
20 dispute with any Church of Scientology?

21 MR. GREENE: Again, same instructions to
22 Mr. Armstrong.

23 Don't answer the question.

24 MS. BARTILSON: Q. Or if she had one?

25 MR. GREENE: Same instruction.

1 MS. BARTILSON: I find this a little
2 curious, Mr. Greene, since you have been bombarding my
3 office with letters concerning Ms. Good's dispute. I can
4 hardly see how you claim that's privileged information.

5 Q. Mr. Armstrong, do you know Denise Cantin?

6 A. Yes.

7 Q. Had you ever met Ms. Cantin -- Dr. Cantin?

8 A. Yes.

9 Q. Where did you meet her?

10 A. At the Hub law office.

11 Q. On how many occasions have you met Dr.
12 Cantin?

13 A. One.

14 Q. When was that?

15 A. I would say approximately --

16 MR. GREENE: Wait, wait, wait.

17 Actually, Mr. Armstrong, I'm going to
18 instruct you not to answer that question, and I'm going
19 to -- that instruction is based on the attorney-client
20 privilege between myself and Dr. Cantin, as well as work
21 product privilege, because I do not want Scientology
22 knowing anything about the frequency or anything else
23 that I meet with my clients.

24 So don't answer the question.

25 And I also would add two other objections,

1 which is the right to privacy and the interference with
2 the right to counsel.

3 MS. BARTILSON: Don't hire Jerry Armstrong
4 to be your paralegal when he's not supposed to do what
5 he's doing. Real simple solution.

6 Not only that, he already testified she was
7 at your office once, so you can at least let him tell me
8 when he's not giving up anything.

9 Q. Have you spoken with Dr. Cantin on the
10 telephone?

11 A. Yes.

12 Q. Have you discussed with Dr. Cantin her
13 dispute with any Churches of Scientology?

14 MR. GREENE: And there, the same objections
15 apply. The same instruction.

16 MS. BARTILSON: Even though I'm not asking
17 for substance?

18 MR. GREENE: That's correct.

19 MS. BARTILSON: Okay.

20 Q. Do you know Ed Roberts?

21 A. Yes.

22 Q. Have you met Mr. Roberts?

23 A. Yes.

24 Q. Where did you meet Mr. Roberts?

25 A. In Boulder Creek.

1 Q. When was that?

2 MR. GREENE: And with respect to that, Mr.
3 Armstrong, I'll give you the same instruction. And
4 the -- for the same reasons as applied to Roberts.

5 MS. BARTILSON: Q. When you met Mr.
6 Roberts in Boulder Creek, was it in connection with your
7 employment as a paralegal for Mr. Greene's office?

8 A. Yes.

9 Q. Did you interview Mr. Roberts?

10 A. Yes.

11 Q. Did you take notes of your interview with
12 Mr. Roberts?

13 A. No.

14 Q. At the time you interviewed Mr. Roberts, had
15 he engaged Mr. Greene to represent him?

16 A. Yes.

17 Q. Was Mr. Greene engaged to represent him in
18 his disputes with the Church of Scientology or related
19 entities?

20 A. Yes.

21 Q. And did you interview him concerning that
22 dispute?

23 A. Yes.

24 Q. I'll ask you again when that was.

25 MR. GREENE: You can answer.

1 THE WITNESS: In approximately November
2 1991.

3 MS. BARTILSON: Q. Have you spoken with
4 Mr. Roberts since the time you interviewed him in
5 November of 1991?

6 A. Yes.

7 Q. How many times?

8 A. Perhaps seven.

9 Q. Have you discussed with him on any of those
10 seven occasions his dispute with one or more Churches of
11 Scientology?

12 MR. GREENE: I'm going to draw the line
13 there and instruct you not to answer for the same reasons
14 previously stated.

15 MS. BARTILSON: Q. When was the last
16 time you spoke with Mr. Roberts?

17 A. Perhaps two months ago.

18 Q. Since November of 1991, have you helped Mr.
19 Greene prepare any documents in connection with the
20 Roberts case?

21 MR. GREENE: As to that, I will draw the
22 line and instruct you not to answer the question based on
23 the reasons previously stated.

24 MS. BARTILSON: Q. Since November of
25 1991, have you had any discussions with Mr. Greene

1 concerning the substance of Mr. Roberts' claims against
2 any of the Churches of Scientology or related entities?

3 MR. GREENE: Same instruction; same
4 reasons.

5 MS. BARTILSON: Q. Since November of
6 1991, have you had any discussions with Mr. Roberts or
7 have you been present in any discussions between Mr.
8 Roberts and others concerning his claims against Church
9 of Scientology or any related entities?

10 MR. GREENE: Same instruction; same
11 reasons.

12 MS. BARTILSON: Q. I'd like to ask those
13 same questions concerning both Ms. Good and Dr. Cantin,
14 and I assume they will be the same.

15 MR. GREENE: I will stipulate as to the
16 same questions with the same two positions in response as
17 to Tilly H. Good and Denise Cantin.

18 MS. BARTILSON: Good enough.

19 Q. Now, at some point after the settlement
20 agreement was signed in December of '86, you received a
21 payment from Michael Glynn of the money that you were due
22 pursuant to the settlement agreement; is that correct?

23 MR. GREENE: That's been asked and
24 answered.

25 MS. BARTILSON: I know; this is just

WHERE: Marin Superior Court, San Rafael Civic Center -
Scientology vs. Armstrong No. 152229

521

March 20, 1992 at 9:00 a.m., Department 4.

* * * * *

Can the Scientology Organization purchase the free speech rights of Gerald Armstrong - the former in-house biography researcher/archivist of cult leader L. Ron Hubbard - so that it can keep the facts that he knows out of public view in the marketplace of ideas?

A former high-ranking Scientologist for 12 years, Armstrong split with the group when it insisted he continue lying about the accomplishments Hubbard claimed to the public at large. In 1982, the organization sued Armstrong for sending Hubbard documents to his lawyers. In 1984 at Armstrong's trial, Los Angeles Superior Court judge Paul G. Breckenridge, Jr., who ruled that Armstrong's actions had been manifestly justified, also found:

"In addition to violating and abusing its own members civil rights, the organization over the years with its "Fair Game" doctrine has harassed and abused these persons not in the Church whom it perceives as enemies. The organization is clearly schizophrenic and paranoid, and this bizarre combination seems to be a reflection of its founder LRH [L. Ron Hubbard]. The evidence portrays a man who has been virtually a pathological liar when it comes to his history, background, and achievements. The writings and documents in evidence additionally reflect his egoism, greed, avarice, lust for power, and vindictiveness and aggressiveness against persons perceived by him to be disloyal or hostile."

For years, Scientology has treated Armstrong as a "suppressive person" who was "Fair Game." This policy says as Fair Game one

"may be deprived of property or injured by any means by any Scientologist without any discipline of the Scientologist. May be tricked, sued or lied to or destroyed."

Defended by Ford Greene - the lawyer who persuaded the California Supreme Court that the Unification Church (Moonies) should be liable for brainwashing and who won an acquittal for a felonious-charged deprogrammer on the ground that the kidnapping was necessary to avoid cult-danger - Armstrong is resisting Scientology's high-powered attack in an effort to affirm his right to free speech to maintain vigilance for the truth.

After Armstrong beat Scientology's lawsuit against him in 1984, he was poised to prosecute his own claims. For millions of dollars, however, in 1986 Scientology settled with him and over 17 other Scientology-knowledgeable individuals on the condition that those persons would forever keep silent, avoid giving sworn testimony by evading subpoenas, and never aid or assist any one adverse to Scientology.

Between its full-page daily ads in U.S.A. Today and purchasing the silence of judicially-credible adversaries, Scientology's strategy is to eliminate the competition in the marketplace of ideas for those who would swallow the claims of its widespread advertisements for the benefits of Dianetics: The Science of Mental Health.

Scientology has demanded that newly-elevated Marin County Superior Court Judge Michael Dufficy give them a preliminary injunction which would prevent Armstrong from speaking out and assisting other individuals locked in litigation with Scientology - while at the same time fabricating false scenarios in other court proceedings that Armstrong was an agent of the IRS out to destroy it. If Scientology has its way, Armstrong would either roll over, or if he exposed its lies about him, Scientology would demand he be jailed for contempt of court.

When Scientology first came to Marin County to go after Armstrong, it asked the Court to conduct all proceedings in secret in closed proceedings. The Court refused. Then Scientology asked the Court to seal the settlement agreement that Scientology wants the Court to enforce. The Court refused. Now, Scientology has obtained a temporary restraining order compelling Armstrong not to speak out on the subject of Scientology. Scientology would like to make it permanent and will attempt to do just that at the March 20th Marin Superior Court hearing.

FOR FURTHER INFORMATION CALL:

KIRK SEIDEL, Press Liaison
(415) 457-5711

FORD GREENE (415) 258-0360

IN AND FOR THE SUPERIOR COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

--oOo--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

**CERTIFIED
COPY**

Plaintiff,

vs.

Case No. BC 052395

GERALD ARMSTRONG; DOES 1
through 25, inclusive,

Defendants.

DEPOSITION OF

GERALD ARMSTRONG

Wednesday, June 24, 1992

REPORTED BY: SUSAN M. SKIGEN, CSR #5829

1 since, since '89.

2 Q. Okay.

3 A. When, I mean, I have, I have absolutely no
4 intention of honoring that settlement agreement. I
5 cannot. I cannot logically. I cannot ethically. I
6 cannot morally. I cannot psychically. I cannot
7 philosophically. I cannot spiritually. I cannot in any
8 way. And it is firmly my intention to not honor it.

9 Q. No matter what a court says?

10 A. No court could order it. They're going to
11 have to kill me.

12 Q. Well, let's just hope we don't have to turn
13 this into a death penalty case.

14 A. Into a what?

15 Q. A death penalty case.

16 A. Right, but you guys would.

17 Q. I'm not the one who stands up and pounds
18 the table and screams at people in this deposition, your
19 lawyer is. If I were to stand up at this deposition and
20 scream at you to shut up, would you consider that to be
21 an act of fair game?

22 A. I consider the whole thing --

23 Q. I know, but if I were to stand up and yell
24 at to you shut up, would you consider that to be fair
25 game?

December 22, 1992

David Miscavige and all other individuals who participate in the control of Scientology
C/O Laurie J. Bartilson, Esquire
Bowles & Moxon
6255 Sunset Blvd., Suite 2000
Los Angeles, CA 90028

Re: Nothling v. Scientology

Dear David and all others involved:

I am writing this to you, and the various copy recipients listed below, because there are certain things it is fair that you know. Although it is the trial in the Nothling case, which, I understand, is set for early February, that has moved me to write at this time, the idea of writing has made addressing a number of other subjects also timely.

You will recall that in June of 1991 when Malcolm Nothling called me and asked me to testify in his case in Johannesburg I wrote to the organization via Eric Lieberman to see if by initiating communication on the subject you might see that there was an answer to your litigation problems different from the one you and your erstwhile leader had been believing in and pursuing as long as any of us can remember.

Mr. Lieberman wrote back, essentially advising me you said stick it in my ear, and that more, not less litigation was going to be the same old solution; and to not expect communication other than the solidest of sorts. Copies of Mr. Lieberman's and my letters are enclosed herewith.

I did travel to South Africa in 1991 to testify, as you know, but the trial was postponed on the organization's motion. Now it's set to happen again. Again Mr. Nothling has asked me to testify, again I have agreed, and again I am writing you to see if there is any sense in attempting to unfoment this litigation.

Your public attack line that Gerald Armstrong foments litigation against you is particularly hurtful because of what I have done and continue to do to unfoment litigation. Even my signing of your settlement agreement was, in the face of your intent to hurt me, which fact is settled by the agreement itself, an act only of unfomentation.

You all should take a good hard look at the hurt your practices, certainly your litigation practices, cause in the world. And you don't have to desist in them because of anything I've said. You can knock off those bad practices for any reason you want, including because they don't work and make no sense.

All the decent people, believe me, in your organization want you to get out of the stupid attack-the-attacker business, and they'd salute you for getting the organization out of that silliness, but they're too frightened. You shouldn't frighten good people that way. It's cruel. And any thinking soul knows that you guys are only acting out of fear, so you really are not fooling anyone with your blindness and bluster.

I realize you've put your faith in really bad things, like lies and PR, threats and bullying, and really mean people, like Gene Ingram. And I'm aware that having put your faith in badness for so long, and spent so many millions of dollars to have so many bad lawyers make so many bad decisions and add so much to their brethren's bad name, it can seem impossible to quit. But you must. All it will take is the willingness to unfoment your litigation.

Eugene M. Ingram has done such nasty things to so many people in the service of your organization, you and he should be spanked. His terrible charge at the CAN convention that I have AIDS is heartbreaking, not because I have AIDS, which I don't, but because your pet pit viper personalizes and focuses your organization's institutionalized hatred.

By accusing me of having AIDS, you and Ingram attack not just me, you attack the many people whose lives have been touched by this disease, or for that matter touched by your organization, and you attack yourself. Your similar-veined attacks on other people of good will at the CAN conference, like Father Kent Burtner, has brought your organization to ignomy.

But the target of faith can be rechosen. And that is where I urge sense and unfomentation. Put your faith in what is real, what is true, what can always be depended on. Put your faith in what in people is true, unchanging and ceaselessly loving. Putting your faith in lies, PR, threats, bullying and bullies you will always betray yourself because you put your faith in nothing; and you and every being everywhere have a right to everything that nothing isn't.

Likewise don't put your faith in litigation or your use of the courts to harass. It is possible to be faithful to a higher ideal than wins in court. If you have put your faith in lies, leverage, advantage and bullying to secure a win, you have gained nothing. If you put your faith in truth, hope, charity, love, no matter the courtroom outcome you have everything; that's religion.

Since the 1991 almost trial in the Nothling case the California Court of Appeal issued its opinion in the appeal you took from the Breckenridge decision in Armstrong I, the California Supreme Court denied review, and the Court of Appeal

denied your motion to seal the appellate record. You brought and lost the motion to enforce the settlement agreement before Judge Geernaert in Armstrong I, and then you sued me to enforce it in Armstrong II.

In May Judge Sohigian issued his ruling refusing to enforce the agreement, although enjoining me from testifying unless pursuant to a subpoena. He also ruled that I did not have to not make myself amenable to service of process. I will supply a copy of the Breckenridge decision, the Armstrong opinion and the Sohigian injunction to any of the recipients of this letter upon request.

Because you didn't appeal from the Sohigian injunction, you have accepted it. I believe as well that for a valueless desire for a valueless win at any cost you also accepted his dicta; e.g. "involves abusing people who are weak," "involves techniques of coercion," "a very, very substantial deviation between [your] conduct and standards of ordinary, courteous conduct and standards of ordinary, honest behavior," "be sure you cut the deck," "make sure to count all the chips."

As a result, I consider myself free to do anything anyone can, except testify absent a subpoena. Much of what I am permitted do I am going to do. I am going to write freely, speak freely, publish, talk to the media, associate freely, and continue, until you put your faith in something more religious than what is bad in jurisprudence, to confront the injustice you bring to court.

In the next month or so I expect to initiate speaking or media events to help pay the enormous costs of this litigation. And I expect to promote my legal position within the publishing industry, because my story and my writings on the subject are literarily and commercially worthy.

I will continue to associate with and befriend all those people I consider you attack unjustly and senselessly. I will make my knowledge and support available to the Cult Awareness Network, a group of people of good will you vilify, in all the litigation you have fomented against them. I will make my knowledge and support available to any Scientologist who is afraid to go anywhere else for understanding, and to the families of Scientologists your organization has estranged. I will even make my knowledge and support available to entities like Time and people like Rich Behar in their defenses from your attacks.

I will, nevertheless, remain available to do whatever I can to unfoment your litigation. I will meet with you, talk with you, help you to find a better solution to your problems. Because of your decision to not have anyone communicate with me, no one from your organization has. I get a little lawyer

contact, lots of PI BS, an OSA hearing or deposition attender, enough psychic skirmishes for an army, but, for the life of me, no real people.

In 1991, fantastically, I was the only person in the world, other than Malcolm Nothling himself, who was willing to testify at his trial. And that was enough reason to go. In February 1993, although at this trial I probably won't be the only person willing to testify, there will still be ample reasons to go, unless the case can be resolved.

I really would rather there was no trial and I really would rather not go. Lord knows this last period has been overwhelming and the litigation behemoth terrifying; and Lord knows I have my own calling, which has nothing to do with your legal problems. So I'm willing to do a lot to unfoment the Nothling litigation, and all the tangled legal webs you've woven. But I sure can't do much if you continue to see legal warfare as the solution to your problems and continue to pay the millions your legal mercenaries say the warfare costs.

I am aware that with enough money to enough lawyers you, the leaders of your organization, can hide yourselves and make your roles in your trumped-up war seem very important. There is no doubt this is desirable, it just isn't fair. The real purpose of your little war is to facilitate your doing something different from Scientology, while all those whom you control must go through the daily grind you say you're above.

I don't fault you for doing something different from Scientology, but I do not find acceptable your holding Scientologists in bondage to your catastrophic cause, enforcing your lie that you have their best interests in mind, robbing their years of youth and vigor, and putting them at risk while you show up at the occasional ribbon cutting ceremony, lunch with lawyers and the like, sucker celebs, run PIs and intel ops, conspire, cheat, lie, steal, bully and destroy. I urge something more creative as a better idea.

Your hardworking staff members and people of good will around the world who have supported you financially and spiritually will not for much longer be fooled by your foolishness and will stop believing your lies. They will speak to each other, they will speak out against your suppression, and they will act to free themselves and their friends. You cannot much longer, as we move societally into the age of wisdom, cynically and sillily intimidate good people with threat and suppress good people with lies.

There is the matter of mitigation of damages which, because you insist your lawyers tell you what you pay them to say, you may not have heard or yet understood. In that by the Sohigian

ruling I am permitted to speak freely, write freely, publish freely, associate freely, when, it could be argued, and you have, that prior to the ruling and pursuant to the settlement agreement I was not so permitted, I have, in your attempt to enforce the agreement, prevailed.

By not appealing the Sohigian ruling you have acquiesced thereto. I am therefore due costs and fees in Armstrong II plus the costs and fees you already owe in your earlier losing and unappealed effort in Armstrong I. But in addition to the fees and costs now owing, and increasing as you protract this already lost litigation, there is the cumulative effect of your legal onslaught which, continuing after the case was lost, if not before, is in every minute malicious.

Gerald Armstrong and The Gerald Armstrong Corporation (TGAC) must also mitigate their damages. I have a duty, therefore, to end this litigation as quickly as possible. Thus I write to so many organizational recipients; thus I canvass to see if within the organization's many parts, all put at risk by their leaders' asininity and mean-spiritedness, there are people of good will who will see sense in what is in their best interest.

That after the Sohigian ruling you sued TGAC (pronounce that Tee-Gee-Ack) is silly and self-destructive. The only thing in the world Gerald Armstrong, individual, is prohibited from doing by the "injunction," is testifying about his Scientology history and knowledge without first accepting the perfunctory subpoena. TGAC only came into existence in 1987, six years after Gerald Armstrong's organization experiences ended, and a year after the Armstrong I litigation "settled."

TGAC cannot testify, with or without subpoena, about any Scientology experiences, because it has had, aside from those which have flowed from your lawsuit, none. Since no one, including TGAC, is prohibited by Sohigian from doing any of the things TGAC actually is capable of doing, it is free to do everything anyone or any other corporation can; and by not appealing the injunction you have so agreed. Thus, having no conceivably legitimate claim against TGAC, you depend on one manufactured from madness, and you must therefore dismiss the mess you've made.

There is also, as mentioned above, the fact that in order to defend myself from your attacks and to fund the defense of the litigation you have fomented I must speak and must publish. I'm sure you understand that I remain completely confident that no court, other than the odd one your mercenaries are able to compromise with bucks, babes or bull, will order me to not defend myself.

I realize you will probably claim to be offended by

everything I've written in this letter. I can't do much about that because you seem to take offense no matter what I say or write, or don't. For, *inter alia*, that reason I haven't said or written it differently. I really don't blame you for being offended and I don't expect you not to be offended; nor will I be offended if you are. I think my position is obvious and I think peace is worth doing something about, even if the fomenters of war are offended. I've used the words I've used because to me they make sense and they're a facet of my craft.

This letter is not really, however you may take it, a complaint nor an attack. It is an effort to unfoment your litigation, into which I have been, albeit for some God-given purpose, drawn. So, neither forgetting nor ignoring Judge Sohigian's admonition not to settle Armstrong II, but still hoping, with my heart crossed, here is my proposal:

1. Settle the Nothling case;
2. Settle with Ed Roberts;
3. Dismiss your complaint against TGAC and Gerald Armstrong;
4. Remove all your bar complaints against Ford Greene;
5. Pay my attorney fees and costs;
6. We will dismiss the cross-complaint and appeal;
7. Cancel the agreement;
8. Return all materials you've stolen from me at any time;
9. Pay me whatever you want, including, but not limited to, nothing.

1. Malcolm Nothling has a claim and he has survived a lot to get to trial. His costs, not much by US litigation standards, must be recognized, and he must be made whole financially, ethically and publicly. I am convinced that his daughter, but for your control of her mother and her life, would enjoy a healthy, loving relationship with her father. Therefore you must do whatever is within your power to reunite them.

2. You know about the Ed Roberts case because Ms. Bartilson interrogated me about my providing assistance to Mr. Roberts in my last series of depositions in Armstrong II, and one of your lawyers, Marcello Di Mauro, in earlier times communicated about him with Ford Greene. Ed Roberts is a friend of mine who

was sucked dry and flat out robbed by your registrars on the way to an up- or downstat week of no consequence to anyone as it turns out, and always does, but Ed.

I have found myself in the silly position of being the only person in the world willing to help Mr. Roberts against your organization. Again, I have no desire to have Mr. Roberts engage you in litigation. In fact his situation can be resolved without your fomenting not only more litigation, but more ill will and silliness. For you it is merely an accounting matter. You ripped Mr. Roberts off; now pay him what is needed to make him whole again.

Mr. Roberts' case of Scientology lies, threats, treachery and thievery, his own money then used to pay your pitiless pettifoggers to prevent him from anything resembling redress, is being played and replayed every day of the year in your orgs. I would think that the three or so million you wasted on your inane USA Today ads to counter Richard Behar's few good pages could have taken care of three hundred Mr. Roberts and done a heap of good.

All your ads did was a heap of bad: more lies, more hate, more embarrassment for Scientologists everywhere, another dead forest, and an uncharitable little delay to your victims before they are made whole. The Ed Roberts case is, in my opinion, the proof of Time's theme: that you are - all of you at the top of your organization - a cult of greed. But worse, you squander your plunder, as witness Toronto, starve the good and fatten your PIs and proctors and their proctologists. And all with the fatuous excuse of a right to defend wrongness and attack rightness because your "religion's" stupidity is, in our courts of law, beyond question.

Anyway I want to have Ed's needs taken care of toot sweet. He probably wouldn't think less of you if you didn't apologize, but I think it's a good idea and sure couldn't hurt.

3. I don't care what order everything is done in. I think whatever is most practical, sensible and ergonomically sound is the way to approach this particular program, which, I'm sure can be wrapped up in a couple of days.

4. This is easy. These Ingram-generated efforts have only served to shine a light on your invidiously scheming enterprise. All your similarly baseless bar complaints against my other lawyer, Michael Flynn, came to nothing. You should learn from the earthworms. Filing no spurious bar complaints whatsoever they demonstrate their superior philosophy.

5. Although they're in the range of, I don't think fees and costs are over \$500,000. Clearly nothing is going to happen

unless you cover my attorneys' fees and costs. To leave me with that indebtedness is unfair and unworkable. You will recall that I made a proposal in 1984, being then scared and weak: pay my lawyers' fees and costs of, I guessed, \$150,000, and I'll quit. You, and in those days, Hubbard, said no way. I, less scared and much stronger, urge you to choose again.

6. Dismissal of the cross-complaint is easy. I'll take care of it.

8. I'm aware this may for a long time remain a pettiness you'd rather not confront. But I can guarantee that if you return my materials - the Hubbard letters manuscript, the Cones, all the other materials you and your PIs have stolen from me over the years, I will not bring criminal charges, and I won't even bring the subject up again.

9. You have to cancel the settlement agreement in order to demonstrate to yourselves that it was the wrong thing in which to put your faith. You will notice that when you cancel the agreement nothing will happen. Yet you will have freed me. And that is what you should make Scientology's only business: freeing people. You will also observe that when you free me you free yourselves; in fact you cannot yourselves be free unless you free me.

Regarding my relationship with you after you cancel the agreement, that is where you must reassert your faith. Have the faith that I will neither say nor write worse things about you if you free me to do so. As you know I can say some pretty pointed things about you now just because you won't cancel that degrading document. Put faith in what occurs in silence. Put faith in the inevitable.

7. You decide. If you think I did a lousy job unfomenting your litigation, pay me zippo. Even if it all works for everyone, timing inspired and ideas a Godsend, you don't have to pay me anything. I generally don't refuse what's offered. You know how much I'm worth.

I haven't forgotten Wollersheim, Yanny I & II, the Aznarans, the CAN litigation, claimants all over the place, your government lawsuits, the rest of the settlement signatories, your taxes, nor your image and media distress, and I think it's appropriate to say that I can help you unfoment those problems as well. I would, of course, need half a chance.

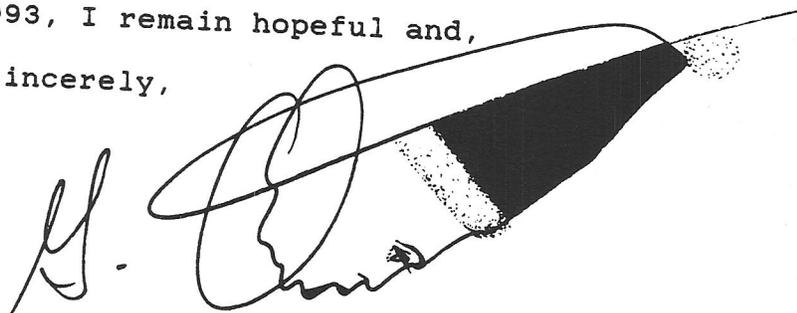
If you look deep in your hearts I believe you'll find you really do not want Scientology's legacy to be one of suppression; suppression of the Constitution, human dignity, truth, religion, justice, even suppression of your own good selves. Wouldn't it be better to be known as the people who ended the madness in

peace and style; a radical recognition of the transcendence of quantum scientology. LRH was Newtonian in his physics and relativistic epistemologically. I like to call one aspect of my philosophy, *inter alia* non-mutual exclusivity.

I believe that everyone will become a person of good will, that everyone already is, has been and will forever be, that there is progress and perfection, hope and reason, that to know who we are we must accept the truth of our relationship to our Creator, that all about us that we made is illusion, that we have reason to be grateful that is so, that our Creator, God, our Father Loves us in the same Love by which He created us and holds us always safe and always loved in that Love, that we, His children, are one and One with Him, that the means by which He is remembered, and hence our relationship, and hence who we are, and hence what we know, is forgiveness, that forgiveness is the recognizing of illusion for what it is, that creation is our nature, and that everything is all there is.

With a wish for peace in 1993, I remain hopeful and,

yours sincerely,



Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 949650
(415)456-8450

:ga

cc: Malcolm Nothling
Ed Roberts
Lawrence Wollersheim
Richard & Vicki Aznaran
Richard Behar
Ford Greene, Esquire
Paul Morantz, Esquire
Joseph A. Yanny, Esquire
Toby L. Plevin, Esquire
Graham E. Berry, Esquire
Stuart Cutler, Esquire
Anthony Laing, Esquire
John C. Elstead, Esquire
Michael J. Flynn, Esquire
Fr. Kent Burtner

Margaret Singer, PhD.
Cult Awareness Network
Daniel A. Leipold, Esquire
Church of Scientology International
Church of Scientology of California
Religious Technology Center
Church of Spiritual Technology
Church of Scientology ASHO
Church of Scientology AOLA
Founding Church of Scientology of Washington, D.C.
Church of Scientology Flag Service Organization
Church of Scientology of Arizona
Church of Scientology of Los Angeles
Church of Scientology of Stevens Creek
Church of Scientology of Sacramento
Church of Scientology of San Francisco
Church of Scientology of Washington State
Church of Scientology of Boston
Church of Scientology of Portland
Church of Scientology of New York

RABINOWITZ, BOUDIN, STANDARD, KRINSKY & LIEBERMAN, P.C.
 ATTORNEYS AT LAW
 740 BROADWAY AT ASTOR PLACE
 NEW YORK, N.Y. 10003-9518

TELEPHONE (212) 254-1111
 CABLE "RABOUDIN, N.Y." TELEX 225028
 FACSIMILE (212) 674-4614

LEONARD B. BOUDIN (1912-1989)
 MICHAEL B. STANDARD
 MICHAEL KRINSKY
 ERIC M. LIEBERMAN
 ELLEN J. WINNER
 EDWARD COPELAND
 ELIZABETH ST. CLAIR
 TERRY GROSS

BETH M. MARGOLIS
 NICHOLAS E. POSER
 DAVID B. GOLDSTEIN
 DAVID GOLOVE*
 HILLARY RICHARD
 LINDA S. BOSNIAK

*ADMITTED IN CALIFORNIA ONLY

COUNSEL
 VICTOR RABINOWITZ
 HAYWOOD BURNS
 LEONARD I. WEINGLASS
 JOHN MAGE
 JUDITH LEVIN

7-10-91

July 3, 1991

Gerald Armstrong
 P.O. Box 751
 San Anselmo, California 94960

Re: Malcolm Nuthling v. Church of Scientology

Dear Mr. Armstrong:

I have your letter of June 21. The Church is not interested in trying to settle the Malcolm Nuthling case in South Africa through your intervention. In addition, it is the position of the Church that any voluntary agreement by you to testify in such a case, in South Africa, without compulsion of subpoena, would violate your settlement agreement.

Very truly yours,

Eric Lieberman / SL
 Eric M. Lieberman

EML/sl

June 21, 1991

Eric M. Lieberman, Esq.
Rabinowitz, Boudin, etc.
740 Broadway, Fifth floor
New York, NY 10003

Via Federal Express

Dear Mr. Lieberman:

I received a call yesterday from Malcolm Kothling, the plaintiff in a defamation case against the organization in South Africa. He asked me to testify at the trial in early August.

(2)

After listening to his story and his understanding of organization and practises and philosophy I agreed. I said, however, that I would first attempt to bring about a peaceful resolution of the Sciencology conflict. Hence I'm writing you.

You will receive a photocopy of this letter because the original of my significant holographs are the property of a third party corporation by

(3)
contract. I will, never-
theless, sign the photo-
copy, not so much be-
cause you or the
organization representatives
might doubt that I
am the writer, but to
add fifteen dollars to
the value of your
archive.

(Stal)
And all of that is
just another way of
saying that serious
matters are nothing to
lose a sense of humor
over.

I am certain that
the Nothing matter

can be resolved easily with the following organizational actions:

1. A sincere public apology for its "declare" and other antisocial acts.

2. A sincere, public and complete repudiation of "fair game," philosophy of attack, vengeance and hatred, and elimination from Scientology literature of all policies advocating such philosophy.

3. Monetary settlement.

Mr. Nothing says he has no hope that the organization would do

(5)

any of 1-3; and I recognize that it has exhibited no sign of rethinking its antisocial philosophy and practices. I also recognize that someday it will, and I do what I do because I believe it can be without, and not compelled by, a great human tragedy.

Thus far the organization has attempted to solve its problems with aggrieved individuals with mere monetary settlements and the occasional insin-

⑥

ere announcement; e.g.,

(Tol) Hubbard's famous elimination of the term "fair game," because it "causes bad PR," or the more recent blaming of the GO for all things bad and bastardly.

And so the organization has brought upon itself more problems and made more aggrieved individuals who seek sincerity but end up taking insincerity and money.

Because I will go wherever my help is
 if asked for I will
 continue until the

⑦
 organization sincerely den-
 ounces "fair" game" in
 all its forms, or kills
 me. It should be under-
 stood that I have many
 things to do in my work,
 far more important than
 the application of ethics
 to the organization of Sci-
 entology. I do this
 because it is asked of
 me by those aggrieved.
 When there are no longer
 any aggrieved asking for my
 help I will do something
 else. Clearly there are
 others aggrieved by other
 organizations or nations who

can use my help. They
simply have not asked
for it. It may be
that the Scientology issue
must be resolved in my
life before I am called
to help the others. I
am not, and I'm sure
you're also not, unaware
that the organization has
used my willingness to
respond to requests for
my help to entrap me
and attack me. The
only observable effect of
the organization's ops and
web of deceit has been
an increasing willingness

to help those likewise
aggrieved by them.

I truly believe that
the organization's problems
can be easily eliminated.
It can only be done phil-
osophically; and since
its philosophy contains
within it the philosophical
idea that its philosophy
cannot be changed, it
continues to appear that
nothing can be done.
That fact does not make
a philosophic shift
difficult, it simply
means that it's a

pretty silly ^(10.) philosophy.

545

Hubbard didn't have any original ideas just because there are ~~or~~ no original ideas. There are only two ideas and Hubbard chose the least effective and most boring of the two; the same idea which prevails in society. He wasn't worse than everyone else; he was the same. Scientology, by espousing the same idea as Hubbard and everyone else is ineffective and boring.

The real opposition is to Scientologys' insistence

that it is a religion. It ⁽¹¹⁾ isn't. It could be, but it isn't. And it isn't no matter what any government says it is, or any court or any lawyer.

Almost the last people you'd want determining what is or is not a religion are judges and lawyers, since their profession depends on conflict, which within a religion cannot exist.

Among all human activities there is only one which is religious — forgiveness. And that,

(12.)
 technically, and in every sense,
 is the recognition that
 what needs to be forgiven
 didn't happen. It is
 somewhat difficult, of
 course, for the organiz-
 ation, which uses people's
 posts against them, to
 understand this simple
 fact.

I am certain that
 Hubbard caught a glimmer
 of this understanding,
 but did not triumph
 over his fear so chose
 instead of forgiveness, con-
 demnation. There is
 nothing within that

choice which threatens reality, or for which Hubbard should be condemned. It is merely not religion.

All of the things the organization does can be done by non-religious organizations or individuals. But forgiveness can only be done by the religious. Scientology, by publishing and defending its policy of unforgiveness; i.e., "fair game," "attack the attacker," SP declares, sec checks, lower conditions, etc., etc., is not to be condemned;

(14)

it is to be forgiven; but
it is not a religion.

A church's only function
is forgiveness and sanctuary.
Since Scientology collects the
facts of its members' past,
for control, or any purpose,
it is not a church. The
lawyers and courts may
call it a church, but
it is like any non-church
organization; e.g., KGB,
the republican party, etc.

A church to be a church
cannot maintain a cause
of action. Others, carrying
out their purpose, might

(15)
choose to defend it, but
a church, to be a
church, would not
defend itself. Of course,
an organization with a
stated senior policy that
the best defense is attack,
cannot be a church.

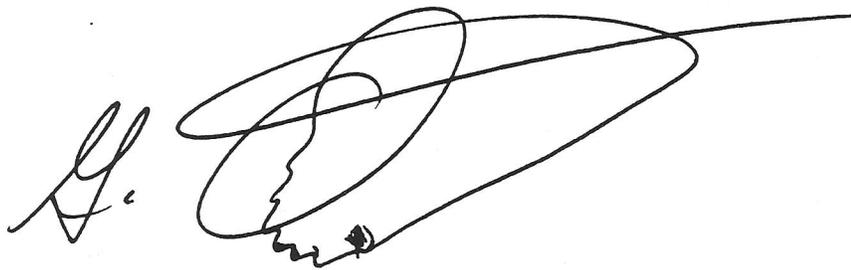
The world would
welcome Scientology's doing
something effective, yet
condemnation, attack and
hated are without effect,
and so the world continues
to wait. And the
Scientologists continue the
boredom of unforgiving

live, and the lawyers
and the few in control
get rich and stay bored.
And yes there are un-
forgiving and bored on
both sides. But the
forgiving are on no side.
And I go where I'm asked
to help. You haven't
asked but I hope this
helps anyway.

Mr. Rothling will call
me in about a week.
I'll be reachable until
then at (604) 795-5852.

I believe you understand
whence I come, and I
believe someone can do
something.

Very truly yours,

A handwritten signature in cursive script, appearing to read "G. P." followed by a large, stylized flourish that extends to the right edge of the page.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA 553

IN AND FOR THE COUNTY OF LOS ANGELES

--oOo--

CHURCH OF SCIENTOLOGY INTERNATIONAL,
a California not-for-profit religious
corporation,

**CERTIFIED
COPY**

Plaintiff,

vs.

No. BC 052395

GERALD ARMSTRONG; DOES 1 through 25,
inclusive,

Defendants.

_____ /

DEPOSITION OF
GERALD ARMSTRONG

Wednesday, July 22, 1992

Volume II, Pages 179 - 293

REPORTED BY: KATHERINE NG, CSR NO. 6350

1 learned that the Aznerans had instituted litigation
2 against the organization?

3 A. I can't tell you the exact way that I learned,
4 because, as I say, I heard about it, heard about aspects
5 of it, read documents concerning it during those,
6 probably two years prior to this.

7 Q. When you say two years prior to this, what do
8 you mean?

9 A. Two years prior to executing the July 1991
10 document.

11 Q. Do you have any idea who you heard it from?

12 A. You mean the first time I ever heard of it, is
13 that what you're asking me?

14 Q. Yes, how you learned they had sued the
15 organization.

16 A. No, I can't say where I learned it from.

17 Q. And I take it at the time you executed this
18 declaration, you were not working as a paralegal for Mr.
19 Greene?

20 A. Right.

21 Q. And at some later time you began working as a
22 paralegal for Mr. Greene and part of those duties were
23 working on the case; is that right?

24 A. Right.

25 Q. Can you tell me when that was that

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

approximately you began working as a paralegal on the case?

MR. GREENE: For me?

MR. WILSON: Yes.

THE WITNESS: August 1991.

MR. WILSON: Q. Did you have any connection from August 1991 until the Azneran case, other than as a paralegal for Mr. Green?

A. Boy, that's a very broad question and so I'm --

Q. Let me narrow it down. Other than as a paralegal for Mr. Greene, have you had any conversations with the Aznerans since August of 1991?

MR. GREENE: Just so it's clear, you mean as an independent human as opposed to a paralegal?

MR. WILSON: Right. He could be talking to the Aznerans about baseball or politics.

MR. GREENE: As opposed to having direction to find out something from them?

MR. WILSON: I suppose it's possible they could have talked about the case not in connection with his being a paralegal, although I don't know.

MR. GREENE: I don't think it's possible.

THE WITNESS: So the answer is yes.

MR. WILSON: Q. Okay. Can you tell me, other than as to those communications as the answer is "yes",

1 how many have there been?

2 A. There's one that comes to mind.

3 Q. Okay, which one is that? When did it occur?
4 What was the substance of it?

5 A. My recollection is two or three months ago.
6 And I communicated with Vicky Azneran at that time for
7 the purpose of getting some information for my own
8 litigation.

9 Q. Okay. Can you tell me what you asked her, what
10 information you wanted to get?

11 MR. GREENE: Now, I'll instruct you, Mr.
12 Armstrong, not to answer that question based on the
13 attorney workproduct privilege.

14 MR. WILSON: That's --

15 MR. GREENE: That's being asserted in the case
16 of CSI v. Armstrong.

17 MR. WILSON: Are you saying then that he did
18 that as a paralegal in his own case?

19 MR. GREENE: Yes.

20 MR. WILSON: I don't want to waste a lot of
21 time on this. I take it if I ask him about any
22 communications he had with the Aznerans after August 1991
23 through the present, you would assert the attorney
24 workproduct privilege?

25 MR. GREENE: No, I wouldn't. I would only

1 assert it in responding to a question that would
2 necessitate a disclosure of substantial communications
3 acquired by Armstrong while acting in the capacity as,
4 one, paralegal on Azneran; or, two, paralegal on
5 Armstrong. If there were any other communications with
6 the Aznerans, that's, so to speak, fair game.

7 MR. WILSON: Okay.

8 Q. Let me ask you the question framed in terms of
9 Mr. Greene's parameters.

10 Other than as a paralegal on the Azneran case
11 or a paralegal on your own case, have you had any
12 communications with the Aznerans since August of 1991?

13 A. No.

14 Q. I take it you're currently working as a
15 paralegal on both of the cases?

16 A. I can say this about that, and that is that
17 both cases are in the office and I am a paralegal in the
18 office. But at present, I'm not doing any work on the
19 Azneran case.

20 Q. Okay. So you're not, do you consider yourself
21 to be a paralegal that works on the Azneran case or not?
22 I just want to know so I can ask you about communications
23 with the Aznerans.

24 A. Well, I think you can go ahead and ask me about
25 communications with the Aznerans for the simple fact that

1 assert it in responding to a question that would
2 necessitate a disclosure of substantial communications
3 acquired by Armstrong while acting in the capacity as,
4 one, paralegal on Azneran; or, two, paralegal on
5 Armstrong. If there were any other communications with
6 the Aznerans, that's, so to speak, fair game.

7 MR. WILSON: Okay.

8 Q. Let me ask you the question framed in terms of
9 Mr. Greene's parameters.

10 Other than as a paralegal on the Azneran case
11 or a paralegal on your own case, have you had any
12 communications with the Aznerans since August of 1991?

13 A. No.

14 Q. I take it you're currently working as a
15 paralegal on both of the cases?

16 A. I can say this about that, and that is that
17 both cases are in the office and I am a paralegal in the
18 office. But at present, I'm not doing any work on the
19 Azneran case.

20 Q. Okay. So you're not, do you consider yourself
21 to be a paralegal that works on the Azneran case or not?
22 I just want to know so I can ask you about communications
23 with the Aznerans.

24 A. Well, I think you can go ahead and ask me about
25 communications with the Aznerans for the simple fact that

1 learned that the Aznerans had instituted litigation
2 against the organization?

3 A. I can't tell you the exact way that I learned,
4 because, as I say, I heard about it, heard about aspects
5 of it, read documents concerning it during those,
6 probably two years prior to this.

7 Q. When you say two years prior to this, what do
8 you mean?

9 A. Two years prior to executing the July 1991
10 document.

11 Q. Do you have any idea who you heard it from?

12 A. You mean the first time I ever heard of it, is
13 that what you're asking me?

14 Q. Yes, how you learned they had sued the
15 organization.

16 A. No, I can't say where I learned it from.

17 Q. And I take it at the time you executed this
18 declaration, you were not working as a paralegal for Mr.
19 Greene?

20 A. Right.

21 Q. And at some later time you began working as a
22 paralegal for Mr. Greene and part of those duties were
23 working on the case; is that right?

24 A. Right.

25 Q. Can you tell me when that was that

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

approximately you began working as a paralegal on the case?

MR. GREENE: For me?

MR. WILSON: Yes.

THE WITNESS: August 1991.

MR. WILSON: Q. Did you have any connection from August 1991 until the Azneran case, other than as a paralegal for Mr. Green?

A. Boy, that's a very broad question and so I'm --

Q. Let me narrow it down. Other than as a paralegal for Mr. Greene, have you had any conversations with the Aznerans since August of 1991?

MR. GREENE: Just so it's clear, you mean as an independent human as opposed to a paralegal?

MR. WILSON: Right. He could be talking to the Aznerans about baseball or politics.

MR. GREENE: As opposed to having direction to find out something from them?

MR. WILSON: I suppose it's possible they could have talked about the case not in connection with his being a paralegal, although I don't know.

MR. GREENE: I don't think it's possible.

THE WITNESS: So the answer is yes.

MR. WILSON: Q. Okay. Can you tell me, other than as to those communications as the answer is "yes",

1 how many have there been?

2 A. There's one that comes to mind.

3 Q. Okay, which one is that? When did it occur?
4 What was the substance of it?

5 A. My recollection is two or three months ago.
6 And I communicated with Vicky Azneran at that time for
7 the purpose of getting some information for my own
8 litigation.

9 Q. Okay. Can you tell me what you asked her, what
10 information you wanted to get?

11 MR. GREENE: Now, I'll instruct you, Mr.
12 Armstrong, not to answer that question based on the
13 attorney workproduct privilege.

14 MR. WILSON: That's --

15 MR. GREENE: That's being asserted in the case
16 of CSI v. Armstrong.

17 MR. WILSON: Are you saying then that he did
18 that as a paralegal in his own case?

19 MR. GREENE: Yes.

20 MR. WILSON: I don't want to waste a lot of
21 time on this. I take it if I ask him about any
22 communications he had with the Aznerans after August 1991
23 through the present, you would assert the attorney
24 workproduct privilege?

25 MR. GREENE: No, I wouldn't. I would only

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

562

TIMOTHY BOWLES *
KENDRICK L. MOXON †
LAURIE J. BARTILSON †
HELENA K. KOBRIN ‡

(213) 661-4030
TELECOPIER (213) 662-6419

WILLIAM D. KATZ
DEBRA S. TOBIAS
PETER M. JACOBS
JEFFREY S. ADELMAN
RANDALL A. SPENCER §
ROBERT A. WIENER #
JAMES J. JACKSON
KAREN L. BROWN

* ALSO ADMITTED IN OREGON
† ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
‡ ALSO ADMITTED IN MASSACHUSETTS
§ ALSO ADMITTED IN FLORIDA
ALSO ADMITTED IN ILLINOIS
ALSO ADMITTED IN OKLAHOMA

July 7, 1992

BY TELEFAX AND U.S. MAIL

OF COUNSEL
MARCELLO M. DI MAURO
KAREN D. HOLLY †
JEANNE M. GAVIGAN

Ford Greene
Hub Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949

Re: Church of Scientology International v. Armstrong;
Aznaran v. Church of Scientology of California, et al.

Dear Mr. Greene:

I received your notice of association back into the Aznaran case today, and I must admit that I found your actions quite puzzling.

At deposition, Gerald Armstrong has testified both that he continues to work for you, and that he has no intention of following the order issued by Judge Sohigian which prevents him from providing assistance to the Aznarans in their lawsuit. Under these circumstances, you as well as he seem very willing to flout Judge Sohigian's orders and risk the penalty of contempt.

Your employment of Armstrong to work on this case has already given rise to serious breach of contract claims against Armstrong. For you, fully aware of both the terms of the agreement and of the preliminary injunction, to employ Armstrong in any capacity that could result in his providing you with aid in the Aznaran case, would be not simply a contempt of court, but also tortious interference with the contract between my client and Armstrong. Kindly inform me immediately what steps you have taken and will continue to take to ensure that Armstrong does not aid you in your work on this case or any other in which any of the settlement beneficiaries or signatories are parties.

I look forward to your prompt reply.

Very truly yours,

BOWLES & MOXON

Laurie J. Bartilson
Laurie J. Bartilson

LJB:mfh

cc: Paul Morantz, Esq.
Andrew H. Wilson, Esq.

FORD GREENE
LAWYER

HUB LAW OFFICES
711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

LICENSE No 107601
FACSIMILE (415) 456-5318

July 11, 1992

LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

RE: *Church of Scientology International v. Armstrong*
[Former Marin County Superior Court No. 152 229]
Los Angeles Superior Court
Case No. BC 052 395

Dear Ms. Bartilson:

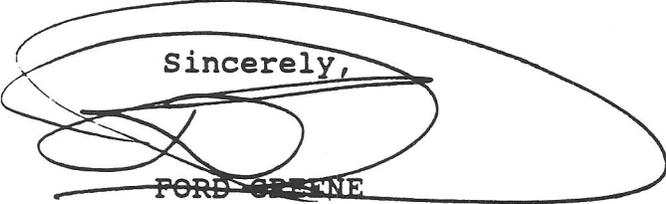
I am receipt of your letter dated July 7, 1992, regarding your claim the Mr. Armstrong is violating Judge Sohogian's preliminary injunction because I again represent the Aznarans.

I reject your attempt to penetrate the inner sanctum of my law practice, force a waiver the attorney work product privilege, and set yourself up as some type of monitor of my law practice by requesting that I inform you of "what steps [I] have taken and will continue to take to ensure that Armstrong does not aid [me] in my work" against Scientology.

As to your veiled threat of suit for tortious interference with the contract between Scientology and Gerry, such an effort not only would be a misguided attempt to interfere with my contracts with my clients but an effort to deprive Armstrong of his Sixth Amendment right to counsel.

I have and will do my best to avoid any violations of Judge Sohigian's somewhat cryptic and difficult to enforce order. Based upon the confidentiality required to run my law practice, particularly with respect to your clients' ongoing efforts to intrude and invade the same, you will simply have to take my word for it.

Sincerely,



FORD GREENE

:acg

cc: Gerald Armsstrong
Paul Morantz, Esq.
Andrew H. Wilson, Esq.

BOWLES & MOXON
 ATTORNEYS AT LAW
 6255 SUNSET BOULEVARD
 SUITE 2000
 HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
 KENDRICK L. MOXON ‡
 LAURIE J. BARTILSON †
 HELENA K. KOBRIN ‡

(213) 661-4030
 TELECOPIER (213) 662-6419

WILLIAM D. KATZ
 DEBRA S. TOBIAS
 PETER M. JACOBS
 JEFFREY S. ADELMAN
 RANDALL A. SPENCER §
 ROBERT A. WIENER #
 JAMES J. JACKSON
 KAREN L. BROWN

* ALSO ADMITTED IN OREGON
 ‡ ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
 † ALSO ADMITTED IN MASSACHUSETTS
 ‡ ALSO ADMITTED IN FLORIDA
 § ALSO ADMITTED IN ILLINOIS
 # ALSO ADMITTED IN OKLAHOMA

July 18, 1992

TELEFAX AND U.S. MAIL

OF COUNSEL
 MARCELLO M. DI MAURO
 KAREN D. HOLLY ‡
 JEANNE M. GAVIGAN

Ford Greene
 HUB Law Offices
 711 Sir Francis Drake Blvd.
 San Anselmo, CA 94960-1949

RE: Church of Scientology International v. Armstrong;
Aznaran v. Church of Scientology of California, et al.

Dear Mr. Greene:

I have received your letter of July 11, 1992, responding to my request for information and confirmation that Gerald Armstrong is not doing para-legal work for your office on the Aznaran case. Your response is wholly inadequate, unsatisfactory and appears to be untrue.

Specifically, Mr. Armstrong recently called me from your office and asked me to fax him documents in the Aznaran case. When I cautioned him that the terms of the Armstrong preliminary injunction forbade him from assisting civil litigants against the Church, he replied that he was trying to help. By this I understand that Armstrong is assisting in your law office on Aznaran case matters. Naturally, I refused to send him anything.

The preliminary injunction issued in the Armstrong matter is neither "somewhat cryptic" nor "difficult to enforce." It is both narrow and specific. In the face of the above evidence that Armstrong is violating the injunction and your refusal to provide information as to the steps you have taken to prevent Armstrong from continuing to violate the Court order, I demand that Armstrong immediately cease all work on the Aznaran case and that you assure me, in writing, that he has done so.

Re: Armstrong
Page 2

Your prompt attention to this matter is appreciated.

Respectfully,

BOWLES & MOXON

Laurie J. Bartilson

cc: John C. Elstead
Paul Morantz
Andrew H. Wilson

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: **PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR CERTIFICATION OF ISSUES FOR APPEAL; ORDER**

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California: **SEE SERVICE LIST**

- (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the united States Mail at San Anselmo, California.
- (Personal Service) I caused such envelope to be delivered by hand to the offices of the addressee.
- (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

DATED: July 31^{0 31}, 1992

Aznaran v. Scientology: Service List

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JOHN CLIFTON ELSTEAD
Attorney at Law
4900 Hopyard Road, Suite 240
Pleasanton, California 94588

Earle C. Cooley
COOLEY, MANION, MOORE, & JONES, P.C.
21 Custom House Street
Boston, Massachusetts 02110

Laurie J. Bartilson
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

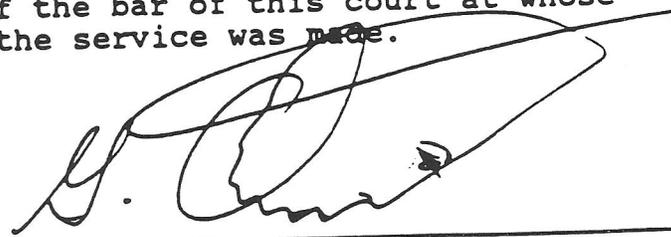
James H. Berry, Jr.
BERRY and CAHALAN
2049 Century Park East
Los Angeles, California 90067

PROOF OF SERVICE

1
2 I am employed in the County of Marin, State of California. I
3 am over the age of eighteen years and am not a party to the above
4 entitled action. My business address is 711 Sir Francis Drake
5 Boulevard, San Anselmo, California. I served the following
6 documents: **PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR
CHANGE OF VENUE TO NORTHERN DISTRICT OF TEXAS; ORDER**
7 on the following person(s) on the date set forth below, by placing
8 a true copy thereof enclosed in a sealed envelope with postage
9 thereon fully prepaid to be placed in the United States Mail at
10 San Anselmo, California: **SEE SERVICE LIST**

- 11
- 12 (By Mail) I caused such envelope with postage thereon
13 fully prepaid to be placed in the united
States Mail at San Anselmo, California.
- 14 (Personal I caused such envelope to be delivered by hand
15 Service) to the offices of the addressee.
- 16 (State) I declare under penalty of perjury under the
17 laws of the State of California that the above
is true and correct.
- 18 (Federal) I declare that I am employed in the office of
a member of the bar of this court at whose
19 direction the service was made.

20 DATED: July 31st, 1992



Aznaran v. Scientology: Service List

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JOHN CLIFTON ELSTEAD
Attorney at Law
4900 Hopyard Road, Suite 240
Pleasanton, California 94588

Earle C. Cooley
COOLEY, MANION, MOORE, & JONES, P.C.
21 Custom House Street
Boston, Massachusetts 02110

Laurie J. Bartilson
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

James H. Berry, Jr.
BERRY and CAHALAN
2049 Century Park East
Los Angeles, California 90067

571

FORD GREENE
LAWYER

HUB LAW OFFICES
711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

LICENSE No. 107601
FACSIMILE (415) 456-5318

July 19, 1992

Laurie J. Bartilson, Esq.,
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier

Jeanne M. Gavigan, Esq.
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier

RE: *Refund Claim* of Tillie Hanna Good from
Church of Scientology of River Park Mission

Tort Claims Against:

- ▶ Religious Technology Center
- ▶ Church of Scientology International
- ▶ Scientology Missions International
- ▶ Church of Scientology of River Park Mission
- ▶ Hubbard Dianetics Foundation

- ▶ Brian Anjo
- ▶ Tree Nebecker
- ▶ Russell McKeivits
- ▶ David Brink
- ▶ Susan Doe
- ▶ Richard Doe
- ▶ Paul Doe

WARNING: One year statute expires on July 22, 1992.
In absence of a tolling agreement, a lawsuit
will be filed.

Dear Mss. Bartilson and Gavigan:

I have agreed to represent Tillie H. Good with respect to certain claims she possesses against the above referenced corporate components and individual agents of the Scientology Organization. The purpose of this letter is for settlement only and no part of it shall be used in any proceeding, formal or informal, aside from settling her claim.

LAURIE J. BARTILSON
 JEANNE M. GAVIGAN
 July 19, 1992
 Page 2.

Claim of Tillie H. Good

As you will note from the statement of facts set forth below, the one year statute of limitation applicable to the torts of assault, battery, and intentional infliction of emotional distress as they apply to this claim will run on July 22, 1992. I need immediate confirmation that the running of the one year statute of all claims as of July 20, 1992, will be tolled until August 18, 1992, and thereafter be subject to revocation on two weeks notice. Otherwise, I will have no choice but to file a complaint in order to save Ms. Good's claims.

Synopsis of Claim

Without indulging in an extended statement of facts, I provide you with the following synopsis. At the time Tillie H. Good, an individual with a history of child sexual abuse, became involved with Scientology, she was embroiled in a tormentuous relationship with a man in Chicago, Eric Smith. Brian Anjo of the River Park org first contacted her by telephone which he successfully developed into a home contact and then personality test at the franchise.

Both Anjo and Tree Nebecker regged Ms. Good by playing upon the vulnerabilities she had disclosed to them regarding her relationship with Smith including but not limited to that she felt responsible for the difficulties in that relationship, that she was not good enough for her boyfriend, feeling that she didn't deserve to be loved, and that she was suicidal. After eliciting Ms. Good's psychological vulnerabilities, Anjo and Nebecker interjected confusion and fear by telling her that she would commit suicide if she did not take the Life Repair course and that said course was the only thing available anywhere in the world upon which she could rely to assist herself in the elimination of her depression and attainment of spiritual freedom from human emotion and reaction. The confusion and dependency that the Scientologists engendered was further developed by the inculcation of Scientology ideology concerning "negative charges,"¹ for the release thereof, and the Bridge to Total Freedom.

¹ "Charge": The stored quantities of energy in the time track; stored energy or stored re-creatable potentials of energy. The electrical impulse on the case that activates the meter. Harmful energy or force accumulated and generated in the reactive mind, resulting from the conflicts and unpleasant experiences that a person has had." HCOB 15 July 78, Scientology CS-1, Definitions Sheet.

LAURIE J. BARTILSON
JEANNE M. GAVIGAN
July 19, 1992
Page 3.

Claim of Tillie H. Good

The strategy to register Ms. Good for Life Repair was further developed by Nebecker and Anjo's provision of advice to Ms. Good that she was psychologically at risk and in danger on one hand while on the other hand eliciting from Ms. Good that her purpose in life was to serve God and mankind so as to bring more peace, love and harmony to the planet and help people to love themselves and others. They repeatedly told her the only way out was Life Repair. They kept her at the org very late hours, knowing that she had to arise early, in a successful effort to break down her resistance to the \$7,000.00 price tag because she didn't have the money.

Once the Scientologists overcame Ms. Good's resistance, they exploited her credit cards by raising the limits thereon and then making maximum charges in order to pay for the services they had regged her for. They told her that her resistance to purchasing Life Repair was the consequence of such negative charges, thus pitting Ms. Good against herself so as to engineer the posture of an easy mark.

They promised her she would become a brand-new person, that she would have confidence, power, high self-esteem and could get a better-paying job so that paying off her credit cards would present no problem whatsoever. Russ said she deserved the benefit of Life Repair and guaranteed that it would make Tillie a better person. Tillie asked whether he was sure and whether Life Repair would release all of her negative charges so that such charges would never effect her again. Russ said yes and told Tillie she should trust him and Tree since their purpose and occupation was to help and serve people like Tillie. Russ exclaimed there was no more time to waste and that Tillie must make her decision immediately. He emphasized that upon completion of Life Repair, Tillie could continue Up the Bridge to become Clear which was a wonderful place to be. Over and over again, Tillie asked Russ whether Life Repair would eliminate the negative charges in her life so that those charges would never affect her again. Russ reassured her that once she released the negative charges, they would never ever affect her again. He told Tillie she would be able to control her life and would not be controlled by other people or situations.

Such promises were false, misleading and were never fulfilled. She relied on them in good faith and was hurt by those who were promising to make her life more meaningful in a relationship of confidence and trust.

LAURIE J. BARTILSON
JEANNE M. GAVIGAN
July 19, 1992
Page 4.

Claim of Tillie H. Good

Ms. Good was sent to ethics when she complained that the promised benefits never were forthcoming. She was instructed to and did disconnect from her friends because her relationships to them was the cause to which her failure to make case gain was attributed. She was constantly hounded, almost universally late at night, for more money. Despite her pleas to be left alone, staff constantly worked on her in an undoubted effort to raise their own stats to levels acceptable to upper management.

When she balked at incurring further debts on her charge cards, Tillie was berated, demeaned and cussed-out for hours at a stretch. She was humiliated and threatened for asking questions or expressing dissent. Ultimately, she was subject of physical assault and battery by Brian Anjo in effort to force her into Tree Nebecker's regging office. This occurred on July 22, 1991 and caused her to leave Scientology for good.

Tillie H. Good never wants to return to Scientology.

She wants all of her money back. If her money is promptly returned, she will not sue for fraud, intentional infliction of emotional distress, assault, battery, breach of contract and rescission.

Demand

Ms. Good will settle any and all claims against the appropriate Scientology entities and personnel in consideration of \$13,708.39, which is the amount, according to Scientology generated invoices, she has paid to Scientology. Copies thereof are enclosed for your review. This offer will expire on August 28, 1992.

Your clients are also on notice not to destroy any papers of any kind or description, including specifically, but not necessarily limited, to any papers regarding:

- (1) Any financial arrangements leading to the payment of then-present and future goods and services from any Scientology-related organization; and/or
- (2) Ms. Good's auditing files.

575

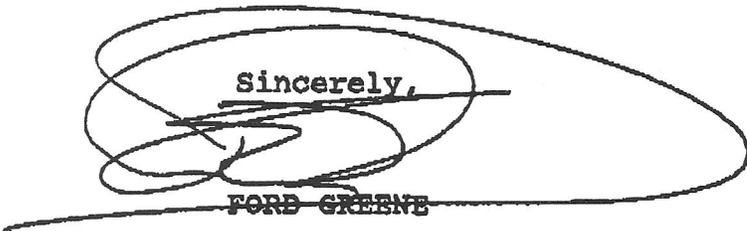
LAURIE J. BARTILSON
JEANNE M. GAVIGAN
July 19, 1992
Page 5.

Claim of Tillie H. Good

Finally, Ms. Good insists that Scientology representatives shall make no effort to contact her. All communications to Ms. Good shall be directed through my office. Failure to respect this request will result in action to obtain the appropriate restraining orders. Ms. Good's settlement check shall be made out jointly to her and to me as her attorney.

Please confirm your agreement regarding the suspension of the one year statute of limitation. Otherwise, Ms. Good will be required to file suit in order to stop such statute from running.

Sincerely,



FORD GREENE

:acg

Encls. (sent with telecopy and by mail)
cc: Tillie Hanna Good (with enclosures)

576

FORD GREENE
LAWYER

HUB LAW OFFICES
711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

LICENSE No. 107801
FACSIMILE (415) 455-5318

July 2, 1992

Laurie J. Bartilson, Esq.,
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier

William T. Drescher, Esq.
23670 Calabasas Road, Suite 338
Calabasas, California 91302

By Telecopier

RE: Refund Claim of Denise Cantin, D.O.
Against Scientology Organizations:

- ▶ Sterling Management
- ▶ Church of Scientology, Orange County
- ▶ Church of Scientology, Clearwater
- ▶ Church of Scientology, San Francisco
- ▶ Church of Scientology, Boston
- ▶ International Association of Scientologists
- ▶ Freewinds

IAS No. 00050649

Counsel:

Dr. Cantin has employed me to obtain a complete refund of all moneys she has paid to the above referenced organizations from November 1988 through September 1991. The purpose of this letter is for settlement only and no part of it shall be used in any proceeding, formal or informal, aside from settling her claim.

Dr. Cantin has spent a substantial amount of money on various Scientology courses and services. She has been misled by what Scientology representatives stated she would gain from purchasing its services, as well as statements that her sexual privacy would be respected and be free from intrusion. She has been hurt by the way she was treated after the commencement of her scientological affiliation.

An itemization of the amounts specific to each component of the Scientology organization is set forth in the Schedule of Scientology Expenditures enclosed herewith. Documentation of said expenditures will follow with the mailed copy of this letter.

LAURIE J. BARTILSON, ESQ.
WILLIAM T. DRESCHER, ESQ.
July 2, 1992
Page 2.

Based upon Scientology's treatment and use of her, Dr. Cantin possesses various tort and contract causes of action, including but not limited to Molko type fraud and intentional infliction of emotional distress, as well as breach of contract. Provided that a full refund is provided, Dr. Cantin is willing to sign a mutual release and waiver and to forego all Scientology services in the future. Otherwise, she has instructed me that she will commence litigation not only to recoup the money which Scientology has taken from her, but also to obtain compensatory and punitive damages as well.

The facts underlying Dr. Cantin's claim are as follows. In October 1988, a representative of Sterling Management solicited Dr. Cantin, an osteopath, to attend a seminar held out to improve her professional practice. Representations were made to Dr. Cantin that the seminar would cause an immediate improvement in patient flow and income.

Dr. Cantin attended the seminar held at the Worcester Marriott where she was advised to enroll in a program of business courses and private consultations at the headquarters of Sterling Management in Glendale, California. She was told the courses were specifically geared toward her office. Dr. Cantin paid \$11,500 to sign up.

Dr. Cantin was never advised up front that Sterling was affiliated with Scientology even though she was required to take a personality test as a condition of participating in Sterling training. When she arrived in California on November 21, 1988, "Miles" advised Dr. Cantin that her personality test revealed she was suicidal. Thus, the argument went, she could not properly conduct her business unless she was happy and could improve her life. Of course, Miles had just the program for her. Indeed, Miles told Cantin she needed to discuss this immediately and a woman was available that night for such purpose.

The woman with whom Dr. Cantin spoke on December 2, 1988, Pam or Paula, convinced her that Dianetics would straighten out her life and that she should forego her plans to attend a medical conference in order to receive Dianetics processing instead. Paula took Cantin to the Orange County franchise, showing her a book on religious philosophy before they left. Dr. Cantin became upset because she wanted to avoid religious groups. She was told that she did not need to worry because Scientology was not like any other religion in that it merely taught an individual how to handle life better. Dr. Cantin was further told that she would be allowed to be herself, would not be taught about God and that people from all religious denominations were Scientologists.

LAURIE J. BARTILSON, ESQ.
WILLIAM T. DRESCHER, ESQ.
July 2, 1992
Page 3.

The following day, Dr. Cantin was taken from her hotel to the Orange County Scientology Organization and signed up for an introductory program for \$2,500. Many people started to speak to Dr. Cantin about a "Bridge" in Scientology that led people to spiritual freedom resulting in an increased ability to cope with life and be in control of their environment. Dr. Cantin was told that such results were accomplished by very precise scientific methods that worked for everyone. She was told that there was no place else on earth where such "technology on handling life" was offered and that many of the things that kept her from achieving her full spiritual potential would be handled by doing the "Bridge."

On December 6, 1988, Dr. Cantin met David Worthen. Worthen flattered Dr. Cantin regarding the rate of her progress up the Bridge. He introduced her to auditing, telling her that it was going to offer her a quicker way to go up the Bridge which many doctors chose because they were more able and thus, could advance more quickly. He stated that auditing would enable her to communicate with anyone about anything without fear and enable her to confront any situation in her office, or elsewhere, without backing off. Worthen also told her that she was attracting bad things to herself and that as she went up the Bridge she would learn why and how to stop such attractions. He represented to her that Scientology/Dianetics could cure her allergies and irritable bowel syndrome.

When Worthen asked Cantin what she wanted in order to be happy, she said she wanted to have a good relationship and to improve her professional practice. She expressed great reservations about being involved in anything "religious" because religious organizations laid a lot of guilt on people. Dr. Cantin asserted that she was gay and did not want to become involved in Scientology if her sexual orientation was ever going to be a problem or if anyone would ever try to change her. Worthen assured Dr. Cantin that her sexuality would never become an issue, that Scientology would never attempt to interfere with her "beingness," and that she was the one who would control the decisions that were made regarding her life.

When Dr. Cantin asked Worthen how much this would cost, he advised that to get to the state of "clear" would cost \$30,000.00 and that she had to decide immediately because the offer would not be available later. Worthen insisted that she decide to take control of her life by buying Scientology and guaranteed that she would never regret it. He instructed her to give him a check for the money that she had in her bank account and to call her father in order to borrow the remainder of the money required. Worthen

LAURIE J. BARTILSON, ESQ.
WILLIAM T. DRESCHER, ESQ.
July 2, 1992
Page 4.

instructed Cantin to lie in order to obtain the money and tell her father that money was for a business program for her practice. She paid him \$30,120.00 to go up the Bridge to clear.

She was assigned an auditor and kept at Orange County while the cult officials brought her Sterling courses to her which she studied on her own. Since Dr. Cantin's primary concern was to improve her professional practice, she inquired when she could return to the Sterling training. She was advised that before she returned to Massachusetts, she would be returned to Sterling where she would meet with a consultant to work out a plan for her office. When she was returned to Sterling, no consultant was provided to meet with her before she returned home.

Upon her return to her office, Dr. Cantin attempted to implement Sterling's bonus system and statistics procedures that she learned on her own after she had been shunted into scientological quasi-religious indoctrination. Dr. Cantin's staff rebelled. Sterling officials consulted with her, instructing her to terminate a certain employee. When she did, most of her staff quit. Her auditor, Mark Stout, advised her to return to Orange County to continue her journey up the Bridge so that she could handle her office.

In mid-January 1989, Dr. Cantin returned to Orange County for three weeks of confidential auditing, 15 hours per day. On January 24, 1989, David and Mary Murphy pressured Dr. Cantin to purchase training courses that would teach her how to help and handle others, something that she could not obtain from auditing. They insisted that she make a decision immediately and to call the bank to obtain the money required. The next morning Mary Murphy picked her up at her hotel so that she could purchase the training and return to auditing. Dr. Cantin said that her business was in financial jeopardy because she was spending so much time in Scientology, that she had given all the money that she possessed, and had gone into debt for what she had already purchased. Mary insisted that Dr. Cantin borrow more money and should max-out her credit cards to pay for the services. Mary Murphy and David Worthen told Dr. Cantin stating that she could obtain a scholarship at half price because she was a powerful being who was rapidly progressing, but in fact there was no real savings. In consequence of the pressure and deception, on January 26, 1989 Dr. Cantin called Massachusetts and obtained a \$10,000.00 loan over the telephone and used her credit cards to purchase the remainder of the \$18,000.00 package. Then Worthen and Murphy allowed her to return to her auditing sessions.

LAURIE J. BARTILSON, ESQ.
WILLIAM T. DRESCHER, ESQ.
July 2, 1992
Page 5.

Upon return to auditing, Dr. Cantin was sent to ethics during the course of which her sexual orientation was criticized by the ethics officer, Sharon. Dr. Cantin was instructed to disconnect from her lover and directed to change her lifestyle. Due to the harassment about her sexuality, Dr. Cantin became upset. Sharon also instructed Dr. Cantin to discontinue psychotherapy and to disconnect from her therapist. She finally was allowed to cease ethics processing and to return to auditing, even though at that time she was unable to complete it.

On February 2, 1989, Mary Murphy told Dr. Cantin that she didn't have enough hours left on her account in order to progress up the Bridge to clear and needed to pay an additional \$10,000.00. Although Dr. Cantin initially resisted paying this additional \$10,000.00, she was told that this sum was needed for her to complete her auditing and that no less sum of money would suffice. Murphy told her she could not start something which they estimated would take longer than the hours left on account. Thus, she couldn't finish her auditing. Already having invested much time, money and distress into auditing in Orange County, Dr. Cantin borrowed and paid an additional \$10,000.00. Dr. Cantin was very distressed about having to pay more money, a distress concerning which Mark Stout, her auditor and others spent a lot of time assuaging. Ultimately, only \$400.00 of the extra \$10,000.00 payment was required to complete processing.

Dr. Cantin was not able to complete the auditing program and had to return to Orange County in March and April 1989 to complete her journey up the Bridge to clear. When she reached clear, David Worthen told her she was in a "danger zone" and needed quickly to do the OT levels in order to keep moving up the Bridge rapidly. Worthen told her that in doing so she would learn why she attracted negative things to herself and how to change that. Worthen said that although auditing had removed all negative personal things from her past, she needed to start to increase her spiritual abilities. He advised her of the L's programs in Florida that would sky rocket her as a being and blast off her practice as well.

Dr. Cantin returned to her practice in April 1989 to work off the bills she had accumulated and to make up for the time she had spent in Scientology. She was not able to implement what Sterling had instructed her to do and in response to her requests, Sterling provided no assistance which addressed her professional needs as an osteopath. Sterling started to advise her to engage in practices that were foreign to her knowledge of her profession. While Sterling told her to go to other osteopaths for the purpose of obtaining referral business,

LAURIE J. BARTILSON, ESQ.
WILLIAM T. DRESCHER, ESQ.
July 2, 1992
Page 6.

Sterling advised against bringing in another doctor to assist Dr. Cantin with her case load whereby she was providing treatment to too many patients in consequence of using Sterling's technique.

While in Massachusetts in May 1989, Dr. Cantin started to receive telephone calls from a Sea Organization member who urged her to do the L's program in Florida and told her that the \$9,600 left over in California could be transferred to Florida, even though such transfers were usually prohibited. When Dr. Cantin said that she wanted her money returned to her, she was told that in such case she could never receive any more Scientology training or services. She told Dr. Cantin that doing the L's would improve her professional practice, would remove all things that were stopping her in life and would sky rocket her to success. L-11 would give her a new life. L-12 would make her an "unshakable being" and provide absolute certainty about her "beingness." Dr. Cantin was told that the \$9,600 in Orange County could be transferred to Florida, but that Dr. Cantin would have to pay additional money to manifest her good faith in order for this transfer to take place. Dr. Cantin assented to an additional \$650 being put on her charge card, however, when she received her bill, \$1,000, not the \$650 she had authorized, had been charged.

Also in May 1989, Dr. Cantin then tried to start in Boston the courses that she had purchased to follow through on attaining clear as instructed by Mary Murphy and David Worthen. She was refused service in Boston because she had paid her money to Orange County. She spent months trying to obtain services from Boston. Ultimately, she received training in Boston where she was required to be on course for a minimum of 12 hours per week. Thus, she started to take courses all day on Wednesdays and on Friday afternoons. She did not do well on these course and received suggestions from Boston staff that she go to Florida to do the L's.

In July 1989, Dr. Cantin took three weeks from her practice to go to Florida in order to do L-11. She returned in December and January of 1989 and 1990 to complete L-12. She started to complain to Florida because she had received nothing from the L's as she was still on course in Boston, but still doing poorly. Her auditor in Florida called and advised her that something was wrong if she didn't get the gains she was supposed to obtain and needed to return to Florida for a review of her situation.

LAURIE J. BARTILSON, ESQ.
WILLIAM T. DRESCHER, ESQ.
July 2, 1992
Page 7.

While Dr. Cantin was doing the L's program, she was approached by a Scientologist named David. David solicited Dr. Cantin to make an investment that would double or triple in 3-5 years and would assist in the preservation of Scientology materials. David and another Scientologist told Dr. Cantin how she had purchased prints with David and in consequence had doubled her money within one year. The three of them proceeded to Gallery 88 to inspect the prints. David promised that in a few years when Dr. Cantin wanted to sell the prints, Gallery 88 would sell them for her. She purchased four prints for which she was charged \$11,500.00.

In February 1990, Dr. Cantin returned to Florida for four days for such review, then returning to Massachusetts. For the following year, Dr. Cantin continued her Scientology courses, but still got nowhere. She decided to stop. After tremendous pressure and harassment from the scientologists at the Boston Organization, she assented to speak with Tom Dewingart at the Boston Org. She told him that she got nowhere with Scientology and got nothing out of the L's which were very expensive and touted as the most powerful scientological programs available. She also advised him that any benefit she obtained from auditing was short-lived at best. Tom convinced Dr. Cantin that Scientology worked for everyone, that were problems were probably minor in nature and susceptible of quick repair and to return to Florida for a few days for that purpose.

When she returned to Florida, she was sent to ethics. Wanda, the ethics officer, told her that because her mother worked for the state department of revenue in Massachusetts she was an Illegal PC and could receive no further auditing. Dr. Cantin demanded her money back. Carol Schwartz, Dr. Cantin's auditor, brought another auditor to speak to Dr. Cantin. She spent much time convincing Dr. Cantin that the Bridge is the only way to total freedom and there was no place else in the world where she could receive such instruction and assistance. Dr. Cantin was told that the reason she had so many problems in Scientology was because she was not trained in the "tech" and that in order to obtain such training, she had to complete her courses. Dr. Cantin returned to Massachusetts where she resumed her courses. Having no gains, she was sent to ethics. As part of her ethics handling, she was told that when one cannot get the tech in, it is because her ethics were out. In ethics, her gay lifestyle became an issue again.

In Boston, Dr. Cantin told staff member Jan Borowski that she was getting nowhere with Scientology. Borowski told Dr. Cantin to take the false purpose rundown to handle her beingness

LAURIE J. BARTILSON, ESQ.
WILLIAM T. DRESCHER, ESQ.
July 2, 1992
Page 8.

because being gay was related to some kind of false or evil purpose. Borowski strongly recommended the rundown because Dr. Cantin had already put so much time, money and effort into Scientology. Dr. Cantin paid the \$10,000.00 to take the false purpose rundown. She got nothing out of the rundown.

In July 1991, Dr. Cantin commenced procedures to obtain a refund of her money from Scientology and to disconnect from it because she was feeling ripped off. As part of the alleged refund procedure, Dr. Cantin was directed to return to Florida to speak with staff members there. Upon her arrival in Florida, Dr. Cantin was taken to Wanda, the ethics officer. Dr. Cantin told Wanda that she wanted the results that everyone told her she should receive from the L's and auditing or her money back. Wanda said she would review Dr. Cantin's case and decide what to do.

Wanda set up another review for Dr. Cantin as well as a repair of her previous auditing. Then, Dr. Cantin was told to take the Key to Life course and the Life Orientation course which would get her back on track. She was taken to the International Association of Scientologists where she was told how important it was for her to help the association in fighting Scientology's battles. She was told that the only way that she could obtain a 25% discount on the courses that she was taking was to obtain a lifetime membership in IAS for \$2,000.00.

When Dr. Cantin inquired how she could most rapidly complete the program in order to take away as little time as possible from her practice, she was told that the duration of the courses, if uninterrupted, was 5-6 weeks and could be accomplished fastest on a ship called the Freewinds. For \$13,656.00 Dr. Cantin was sold the Key to Life and Life Orientation courses and five weeks accommodations on the Freewinds. She was not advised of any particular restrictions or requirements. Before she left Florida in July 1991 she was sent again to Wanda in ethics who advised her that she should suppress her lesbian feelings and direct her romantic inclinations toward men.

Returning to Massachusetts, Dr. Cantin made arrangements to take one month off from her practice. She also attempted to date men, but found this unnatural. Shortly thereafter, she became involved in a fulfilling relationship with a woman concerning which she told her auditor in Florida, who approved. Dr. Cantin commenced inquiries regarding bringing her friend on the Freewinds with her. Ultimately, Beatrice, the security officer for the Freewinds told Dr. Cantin that she was a security clearance reject because of her gay relationship. Further,

LAURIE J. BARTILSON, ESQ.
WILLIAM T. DRESCHER, ESQ.
July 2, 1992
Page 9.

Beatrice told Dr. Cantin that she was psychotic, deviant and hated children. She said the reason that Dr. Cantin had made no case gain was because she was gay and that she would not be allowed on the ship because she was out ethics.

Despite her continuing efforts since October 1991 to obtain a refund of the \$13,656.00, Dr. Cantin's effort have thus far been frustrated.

Please consider this letter to be demand for \$155,141.50 in consideration for which Dr. Cantin will execute a full and complete mutual release. Dr. Cantin acknowledges receipt of Chemical Bank Check No. 680500 in the amount of \$9343.75 which she will forebear from cashing pending the resolution of the remainder of her claim.

This offer will be open for 30 days provided that by July 10, 1992, you confirm, in writing, that the running of all applicable statutes of limitations will be suspended pending our efforts to settle Dr. Cantin's claim.

Your clients are also on notice not to destroy any papers of any kind or description, including specifically, but not necessarily limited, to any papers regarding:

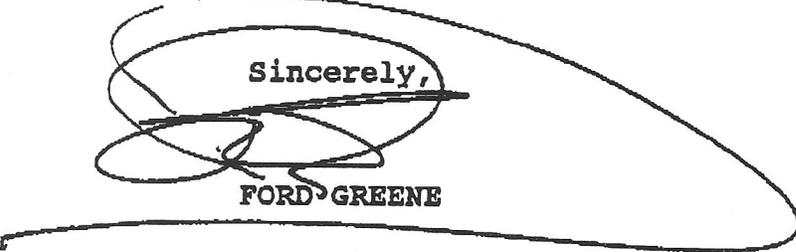
- (1) Any financial arrangements leading to the payment of then-present and future goods and services from any Scientology-related organization; and/or
- (2) Dr. Cantin's auditing files.

Finally, Dr. Cantin insists that all efforts by Scientology representatives to contact her cease immediately. All communications to Dr. Cantin shall be directed through my office. Failure to respect this request will result in action to obtain the appropriate restraining orders.

LAURIE J. BARTILSON, ESQ.
WILLIAM T. DRESCHER, ESQ.
July 2, 1992
Page 10.

Please confirm your agreement regarding the suspension of all statutes of limitations. Otherwise, Dr. Cantin will be required to file suit in order to stop all such statutes from running.

Sincerely,



FORD GREENE

:acg

Encls. (not sent with telecopy)

cc: Denise Cantin, D.O. (by fax and by mail with enclosures)

SCHEDULE OF SCIENTOLOGY EXPENDITURES

Denise Cantin, D.O.

IAS No. 00050649

Sterling Management:	\$14,388.00
Scientology, Orange County	64,307.25
Scientology, Clearwater	35,655.00
Gallery 88	11,500.00
Scientology, Boston	11,635.00
Scientology, Freewinds	13,656.25
Scientology, San Francisco	2,000.00
International Ass. Scientologists	2,000.00

TOTAL DEMAND **\$155,141.50**

FORD GREENE
LAWYER

HUB LAW OFFICES
711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

LICENSE No. 107601
FACSIMILE (415) 458-5318

September 4, 1992

Marcello M. Di Mauro, Esq.
BOWLES & MOXON
6255 Sunset Blvd., Suite 2000
Los Angeles, CA 90028

By Telecopier

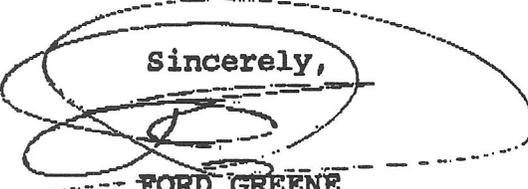
RE: ED ROBERTS
IAS No. 11430-027-0002-6813

Dear Mr. Di Mauro:

Further to our telephone conversation yesterday following please find a number of invoices referencing at least some of the funds expended by Mr. Roberts on Scientology concerning which he wants a refund.

In this regard and so as to preserve whatever rights Mr. Roberts may at this time possess, we will need a tolling agreement (with a 30 day fuse) freezing no later than September 8, 1992, the current status of any and all statutes of limitation. Otherwise, in order to preserve Mr. Roberts' rights a lawsuit must be filed immediately.

Please call me and tell me the likelihood we can work this out. Otherwise, I will have to prepare a lawsuit over the weekend and file it on Tuesday.

Sincerely,

FORD GREENE

:acg
cc: Ed Roberts