

**FILED**

OCT 17 1995

HOWARD HANSON  
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by J. Steele, Deputy

1 Andrew H. Wilson, SBN 063209  
2 WILSON, RYAN & CAMPILONGO  
3 115 Sansome Street  
4 Fourth Floor  
5 San Francisco, California 94104  
6 (415) 391-3900  
7 Telefax: (415) 954-0938

8 Laurie J. Bartilson, SBN 139220  
9 MOXON & BARTILSON  
10 6255 Sunset Boulevard, Suite 2000  
11 Hollywood, CA 90028  
12 (213) 960-1936  
13 Telefax: (213) 953-3351

14 Attorneys for Plaintiff  
15 CHURCH OF SCIENTOLOGY  
16 INTERNATIONAL

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 FOR THE COUNTY OF MARIN

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

22 Plaintiff,

23 vs.

24 GERALD ARMSTRONG; DOES 1 through  
25 25, inclusive,

26 Defendants.

CASE NO. BC 157680

~~PROPOSED~~

*GWT. 10/17/95*

ORDER OF PERMANENT  
INJUNCTION

DATE: October 6, 1995  
TIME: 9:00 a.m.  
DEPT: 1

TRIAL DATE: Vacated

27 This matter came on for hearing on October 6, 1995, on motion of plaintiff  
28 Church of Scientology International ("the Church") for Summary Adjudication of  
the Twentieth Cause of Action of the Second Amended Complaint. Plaintiff  
Church of Scientology International appeared by its attorneys, Andrew H. Wilson  
of Wilson, Ryan & Campilongo and Laurie J. Bartilson of Bowles & Moxon,

1 defendant Armstrong appeared by his attorney, Ford Greene. Having read and  
2 considered the moving and opposing papers, and the evidence and arguments  
3 presented therein and at the hearing, and good cause appearing:

4 **IT IS ORDERED:**

5 The Church's motion for summary adjudication of the twentieth cause of  
6 action of the Second Amended Complaint is GRANTED. The Court finds that there  
7 is no triable issue of material fact as to any of the following:

8 1. Plaintiff and defendant freely and voluntarily entered into a Mutual  
9 Release of All Claims and Settlement Agreement ("Agreement") in December,  
10 1986.

11 2. Plaintiff performed all of its obligations pursuant to the Agreement.

12 3. Defendant Armstrong received substantial consideration for the  
13 promises which he made in the Agreement.

14 4. Since 1990, defendant Armstrong has repeatedly breached  
15 paragraphs 7(D), 7(E), 7(H), 7(G), 10, 18(D) and 20 of the Agreement.

16 5. Between 1991 and the present, Armstrong breached paragraphs 7(G),  
17 7(H) and 10 of the Agreement by providing voluntary assistance, exclusive of  
18 testimony made pursuant to a valid subpoena, to the following private individuals,  
19 each of whom was pressing a claim or engaged in litigation with plaintiff and/or  
20 one or more of the designated beneficiaries of the Agreement:

21 \* Vicki and Richard Aznaran, anti-Scientology litigants in the case of  
22 Vicki Aznaran, et al. v. Church of Scientology International, United States  
23 District Court for the Central District of California, Case No. CV 88-1786  
24 (JMI) [Sep.St.Nos. 11-16];

25 \* Joseph A. Yanny, anti-Scientology litigant in the case of Religious  
26 Technology Center et al. v. Joseph Yanny, et al., Los Angeles Superior  
27 Court No. C 690211 and Religious Technology Center et al. v. Joseph  
28 Yanny, et al., Los Angeles Superior Court No. BC 033035 [Sep.St.Nos. 17-

1 20];

2 \* Malcolm Nothling, anti-Scientology litigant in the matter between  
3 Malcolm Nothling and the Church of Scientology in South Africa, Adi Codd,  
4 Diane Kemp, Glen Rollins; Supreme Court of South Africa (Witwatzbrand  
5 Local Division) Case No. 19221/88. [Sep.St.Nos. 21-24];

6 \* Reader's Digest Corporation, anti-Scientology litigant in the case of  
7 Church of Scientology of Lausanne vs. Kiosk AG, Basel, Switzerland  
8 [Sep.St.Nos. 25-26];

9 \* Richard Behar, anti-Scientology litigant in the case of Church of  
10 Scientology International v. Time Warner, Inc.; Time Inc. Magazine Company  
11 and Richard Behar, United States District Court, Southern District of New  
12 York, Case No. 92 Civ. 3024 PKL [Sep.St.Nos. 27-28];

13 \* Steven Hunziker, anti-Scientology litigant in the case of Hunziker v.  
14 Applied Materials, Inc., Santa Clara Superior Court Case No. 692629  
15 [Sep.St.Nos. 29-33];

16 \* David Mayo, anti-Scientology litigant in the case of Religious  
17 Technology Center v. Robin Scott, et al., United States District Court for the  
18 Central District of California, Case No. 85-711 [Sep.St.Nos. 34-35];

19 \* Cult Awareness Network, anti-Scientology litigant in the case of Cult  
20 Awareness Network v. Church of Scientology International, et al., Circuit  
21 Court of Cook County, Illinois, No. 94LB04 [Sep.St.Nos. 38-39];

22 \* Lawrence Wollersheim, anti-Scientology litigant in the cases of  
23 Lawrence Wollersheim v. Church of Scientology of California, Los Angeles  
24 Superior Court Number C332027 and Church of Scientology of California v.  
25 Lawrence Wollersheim, Los Angeles Superior Court Number BC074815  
26 [Sep.St.Nos. 40-42];

27 \* Ronald Lawley, anti-Scientology litigant in the cases of Religious  
28 Technology Center, et al. vs. Robin Scott, et al., U.S. District Court, Central

1 District of California, Case No. 85-711 MRP(Bx); Matter Between Church of  
2 Scientology Advanced Organization Saint Hill Europe and Africa, and Robin  
3 Scott, Ron Lawley, Morag Bellmaine, Stephen Bisbey in the High Court of  
4 Justice Queen's Bench Division, Case 1984 S No. 1675; and Matter  
5 Between Church of Scientology Religious Education College Inc., and Nancy  
6 Carter, Ron Lawley, Steven Bisbey, in the High Court of Justice Queen's  
7 Bench Division, Case 1986 C No. 12230 [Sep.St.Nos. 43-44];

8 • Uwe Geertz and Steven Fishman, anti-Scientology litigants in the case  
9 of Church of Scientology International v. Steven Fishman, et al., United  
10 States District Court for the Central District of California Number 91-6426  
11 HLH(Tx) [Sep.St.Nos. 45-46];

12 • Tilly Good, a claimant against the Church of Scientology, Mission of  
13 Sacramento Valley [Sep.St.Nos. 36-37];

14 • Denise Cantin, a claimant against the Church of Scientology of Orange  
15 County; Church of Scientology of Boston; and Church of Scientology, Flag  
16 Service Organization [Sep.St.Nos. 36-37]; and

17 • Ed Roberts, a claimant against the Church of Scientology of  
18 Stevens Creek [Sep.St.Nos. 36-37].

19 6. Between 1992 and the present, Armstrong breached paragraph 7(D)  
20 of the Agreement by contacting media representatives, granting interviews and  
21 attempting to assist media representatives in the preparation for publication or  
22 broadcast magazine articles, newspaper articles, books, radio and television  
23 programs, about or concerning the Church and/or other persons and entities  
24 referred to in paragraph 1 of the Agreement. These media representatives  
25 included:

26 • Cable Network News: reporter Don Knapp, in March, 1992  
27 [Sep.St.Nos. 47-48];

28 • American Lawyer Magazine: reporter Bill Horne, in March, 1992

- 1 [Sep.St.No. 49];
- 2 \* Los Angeles Times: reporter Bob Welkos, in May, 1992; and reporter
- 3 Joel Sappell, in June, 1993 [Sep.St.Nos. 50-51];
- 4 \* CAN Video Interview, with anti-Scientologists "Spanky" Taylor and
- 5 Jerry Whitfield, in November, 1992 [Sep.St.No. 52];
- 6 \* KFAX Radio: interview planned but prevented in April, 1993
- 7 [Sep.St.No. 53];
- 8 \* Newsweek Magazine: reporter Charles Fleming, in June, 1993 and
- 9 August, 1993 [Sep.St.No. 54-56];
- 10 \* Dally Journal: reporter Mike Tipping, in June, 1993 [Sep.St.No. 57];
- 11 \* Time Magazine: reporter Richard Behar, in March, 1992 and in June,
- 12 1993 [Sep.St.Nos. 58-59];
- 13 \* San Francisco Recorder: reporter Jennifer Cohen, in August, 1993
- 14 [Sep.St.No. 60];
- 15 \* E! Entertainment Network: reporter Greg Agnew, in August, 1993
- 16 [Sep.St.No. 61];
- 17 \* WORD Radio: Pittsburgh, Pennsylvania, interviewed in the fall of 1993
- 18 [Sep.St.No. 62];
- 19 \* St. Petersburg Times: St. Petersburg, Florida, reporter Wayne Garcia,
- 20 in the fall of 1993 [Sep.St.No. 63];
- 21 \* Premiere Magazine: letter to the editor, in October, 1993 [Sep.St.No.
- 22 64];
- 23 \* Mirror-Group Newspapers: United Kingdom, in May, 1994
- 24 [Sep.St.No. 65];
- 25 \* Gauntlet Magazine: New York, New York, reporter Rick Cusick in
- 26 June, 1994 [Sep.St.No. 66];
- 27 \* Pacific Sun Newspaper: reporter Rick Sine, in June and July, 1994
- 28 [Sep.St.No. 67];

1           \*     Disney Cable: reporter Marsha Nix, in August, 1994 [Sep.St.No. 68];  
2           and

3           \*     Tom Voltz: Swiss author writing a book about Scientology, in  
4           October, 1994 [Sep.St.No. 69].

5           7.     Between 1992 and the present, Armstrong breached paragraph 7(D)  
6           of the Agreement by preparing and distributing at least three manuscripts  
7           concerning his claimed experiences in and with Scientology, including a treatment  
8           for a screenplay which he intends to turn into a film [Sep.St.Nos.70-71].

9           8.     Between 1991 and the present, Armstrong further breached  
10          paragraph 7(D) of the Agreement by disclosing his claimed experiences in or with  
11          Scientology to each of the following persons or groups, not previously identified:  
12          Robert Lobsinger [Sep.St.No. 72]; the New York Times [Sep.St.No. 73]; Toby  
13          Plevin, Stuart Culter, Anthony Laing, Kent Burtner, and Margaret Singer  
14          [Sep.St.No. 74]; Priscilla Coatas [Sep.St.No. 75]; Omer Garrison [Sep.St.No. 76];  
15          Vaughn and Stacy Young [Sep.St.No. 77]; a Stanford University psychology class  
16          [Sep.St.No. 78]; attendees at the 1992 Cult Awareness Network Convention  
17          [Sep.St.No. 79]; and Hana Whitfield [Sep.St.No. 80].

18          9.     Defendant Armstrong has reiterated numerous times that he intends  
19          to continuing breaching the Agreement unless he is ordered by the Court to cease  
20          and desist [Sep.St.Nos. 87-97].

21          10.    Plaintiff's legal remedies are inadequate insofar as the scope of the  
22          relief ordered below is concerned. Tamarind Lithography Workshop, Inc. v. Sanders  
23          (1983) 143 Cal.App.3d 571, 577-578, 193 Cal.Rptr. 409, 413.

24          Accordingly, the Court finds that entry of a permanent injunction in this  
25          action is necessary in this action because pecuniary compensation could not afford  
26          the Church adequate relief, and the restraint is necessary in order to prevent a  
27          multiplicity of actions for breach of contract. Civil Code § 3422(1),(3). A ORDER  
28          of injunction is therefore entered as follows:

1 Defendant Gerald Armstrong, his agents, employees, and persons acting in  
2 concert or conspiracy with him are restrained and enjoined from doing directly or  
3 indirectly any of the following:

4 1. Voluntarily assisting any person (not a governmental organ or  
5 entity) intending to make, intending to press, intending to arbitrate, or  
6 intending to litigate a claim, regarding such claim or regarding pressing,  
7 arbitrating, or litigating it, against any of the following persons or entities:

- 8 ○ The Church of Scientology International, its officers, directors, agents,  
9 representatives, employees, volunteers, successors, assigns and legal  
10 counsel;
- 11 ○ The Church of Scientology of California, its officers, directors, agents,  
12 representatives, employees, volunteers, successors, assigns and legal  
13 counsel;
- 14 ○ Religious Technology Center, its officers, directors, agents,  
15 representatives, employees, volunteers, successors, assigns and legal  
16 counsel;
- 17 ○ The Church of Spiritual Technology, its officers, directors, agents,  
18 representatives, employees, volunteers, successors, assigns and legal  
19 counsel;
- 20 ○ All Scientology and Scientology affiliated Churches, organizations and  
21 entities, and their officers, directors, agents, representatives,  
22 employees, volunteers, successors, assigns and legal counsel;
- 23 ○ Author Services, Inc., its officers, directors, agents, representatives,  
24 employees, volunteers, successors, assigns and legal counsel;
- 25 ○ The Estate of L. Ron Hubbard, its executor, beneficiaries, heirs,  
26 representatives, and legal counsel; and/or
- 27 ○ Mary Sue Hubbard;

28 (Hereinafter referred to collectively as "the Beneficiaries");

1                   2.     Voluntarily assisting any person (not a governmental organ or  
2     entity) defending a claim, intending to defend a claim, intending to defend an  
3     arbitration, or intending to defend any claim being pressed, made, arbitrated  
4     or litigated by any of the Beneficiaries, regarding such claim or regarding  
5     defending, arbitrating, or litigating against it;

6                   3.     Voluntarily assisting any person (not a governmental organ or  
7     entity) arbitrating or litigating adversely to any of the Beneficiaries;

8                   4.     Facilitating in any manner the creation, publication, broadcast,  
9     writing, filming audio recording, video recording, electronic recording or  
10    reproduction of any kind of any book, article, film, television program, radio  
11    program, treatment, declaration, screenplay or other literary, artistic or  
12    documentary work of any kind which discusses, refers to or mentions  
13    Scientology, the Church, and/or any of the Beneficiaries;

14                  5.     Discussing with anyone, not a member of Armstrong's  
15    immediate family or his attorney, Scientology, the Church, and/or any of the  
16    Beneficiaries;

17                  In addition, it is ORDERED that, within 20 days of the issuance of this Order,  
18    Armstrong shall:

19                  1.     Return to the Church any documents which he now has in his  
20    possession, custody or control which discuss or concern Scientology, the  
21    Church and/or any person or entity referred to in paragraph 1 of the "Mutual  
22    Release of All Claims and Settlement Agreement" of December, 1986, other  
23    than documents which have been filed in this litigation.

24                  It is further ORDERED that during the pendency of this litigation, documents  
25    which have been filed in this litigation may be retained by Armstrong's counsel.  
26    These documents are to remain sealed, in the possession of Mr. Greene or any  
27    successor counsel, and may not be distributed to third parties. At the conclusion  
28    of the instant litigation, it is ORDERED that all documents from this case in



1 counsel's possession which do not comprise counsel's work product will be  
2 delivered to counsel for plaintiff. Counsel's work product may be retained by  
3 Armstrong's counsel.  
4

5 DATED: \_\_\_\_\_, 1995

GARY W. THOMAS

6 OCT 17 1995

THE HONORABLE GARY W. THOMAS  
SUPERIOR COURT JUDGE

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