

1 Grady Ward
2 Defendant *in pro per, in forma pauperis*
3 3449 Martha Ct.
4 Arcata, CA 95521-4884
5 (707) 826-7712

6 IN THE UNITED STATES DISTRICT COURT
7 FOR THE NORTHERN DISTRICT OF CALIFORNIA

7 RELIGIOUS TECHNOLOGY CENTER,) CASE NO. C-96-20207-RMW (EAI)
8 a Scientology Corporation,)
9 Plaintiff,) **DECLARATION OF STACY BROOKS**
10 v.)
11 GRADY WARD, an individual,)
12 Defendant.) Date:
13) Time:
14) Ctrm: Hon. Jeremy Fogel

1 I, Stacy Brooks, declare:
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4 1. I am over the age of eighteen years and not a party to the above-captioned case. If required, I
5 can and will personally testify to these facts.
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7 2. This declaration is written to correct certain statements made in declarations filed by Samuel
8 D. Rosen and Michael Rinder in the case of Religious Technology Center v. Grady Ward.
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11 3. In February and March 1999 Michael Rinder and Marty Rathbun had a series of conference
12 calls in efforts to settle the Bridge Publications, Inc. (BPI) v. FACTNet litigation. Some of these
13 telephone conference calls were between Rinder, Rathbun and Robert Minton, who was at that
14 time a FACTNet director. Several of these telephone conference calls were between Rinder,
15 Rathbun, Minton, and myself, also at that time a FACTNet director. There were also a
16 number of conference calls at which Scientology attorney Samuel Rosen and FACTNet attorney
17 Daniel Leipold were also present. But Rinder and Rathbun expressed a strong desire to speak to
18 Minton and me without any attorneys present, and we agreed to do so.
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22 4. During one of the telephone conferences between Rinder, Rathbun, Minton and me, in which
23 we were discussing the letter agreement which Rinder and Rathbun wanted Minton to sign,
24 Minton objected to the list of specific individuals and groups that Minton would have to refrain
25 from helping in any way if he signed the draft letter that Rinder and Rathbun had faxed him.
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27 Among others, Grady Ward and FACTNet were included on the list. Minton said he would not
28 sign away his right to donate to a nonprofit like FACTNet. There was some discussion about this

1 and I believe Rinder and Rathbun then agreed with Minton on that point. Then Rathbun raised
2 the issue of Grady Ward. Rathbun said that Grady Ward was a convicted copyright infringer and
3 should therefore not be funded by Minton because he would use the money in his continuing
4 legal actions against Scientology. Rathbun then pointed out that Ward was FACTNet's
5 webmaster and that his employment by FACTNet would have to be terminated as part of any
6 settlement with Minton and/or FACTNet. Rathbun said it would only be possible for Ward to
7 work for FACTNet if Ward dropped his pending appeal in the Ninth Circuit Court of Appeals
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11 5. Minton and I both objected to the idea that Scientology could dictate in any way who
12 FACTNet could or could not hire. Minton was particularly adamant that he would not use his
13 position as a FACTNet director to get Ward fired, and that if that was a stipulation of settlement
14 of the FACTNet case there could be no settlement.
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17 6. We then terminated that phone call and that evening Minton and I discussed the letter
18 agreement that Rinder and Rathbun wanted Minton to sign. Rinder and Rathbun had made it
19 clear that they would not settle with Lawrence Wollersheim unless they could also settle
20 separately with Minton as an individual, because they would not pay Wollersheim unless they
21 could be assured that the money Wollersheim paid to Minton would not be used to fund any anti-
22 Scientology activities. Minton then decided that it might be acceptable to him to agree not to
23 fund any further anti-Scientology litigation (with the exception of the Lisa McPherson wrongful
24 death suit which Minton is continuing to fund in Florida), including any of the individuals Rinder
25 and Rathbun had listed in their draft letter.
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1 7. In the end the letter agreement between Minton and Scientology was never executed because
2 Minton decided he would not enter into an agreement with an organization he did not feel he
3 could trust to be acting in good faith.
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6 8. In Samuel Rosen's affidavit dated June 7, 1999, in paragraph 6, Rosen characterizes Ward's
7 employment with FACTNet as "an alternative way to give Ward money" for Minton. This is
8 incorrect. Indeed, Minton resigned from the board of FACTNet in April 1999 and Ward has
9 continued to be employed -- and paid -- by FACTNet, although Minton has not made any
10 donations to FACTNet since his resignation.
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13 9. In paragraph 8 of Rosen's affidavit he states that it was not Scientology that sought to interfere
14 with Ward's income; however, as I stated earlier in this affidavit, it was indeed Scientology,
15 through its representative, Marty Rathbun, who sought to bar Ward from employment by
16 FACTNet. It is correct that Minton considered ceasing all litigation support, including litigation
17 support of Ward, but Minton specifically refused to be required to fire Ward from his contracted
18 employment as the FACTNet webmaster.
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22 10. To reiterate, the draft letter for the Minton agreement, which included Grady Ward's name on
23 a list of people whom Minton would be required to cease funding, was drafted by Scientology
24 and faxed to us prior to any consideration by Minton that he might cease funding litigation
25 (except for the McPherson case). It was Scientology that proposed the specific list of names on
26 the draft letter they faxed. Marty Rathbun brought up the issue of Grady Ward, suggesting that he
27 would have to stop working for FACTNet under those terms. Minton objected and refused to
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1 accept Marty's suggestion that Ward's employment by FACTNet would be included in such an
2 agreement.

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5 11. Michael Rinder, in an affidavit dated June 6, 1999, states in paragraph 8 that Minton
6 considered the idea of firing Ward from FACTNet for 24 hours before expressing his
7 disagreement. This was not the case. On the contrary, as I stated earlier in this affidavit, during a
8 telephone conference attended by Rinder, Rathbun, Minton and myself, Rathbun raised the issue
9 of Ward's employment as FACTNet's webmaster as something that would have to be
10 terminated as part of Minton agreeing to cease funding further litigation. Minton immediately
11 objected to this stipulation, in answer to Rathbun's statement. Minton immediately responded
12 that he would not agree to use his influence as a FACTNet board member to get Ward fired from
13 his webmaster position. There was no lapse of time at all between Rathbun's suggestion and
14 Minton's rejection of it. The next day Minton discussed the possibility that he might cease
15 funding further anti-Scientology litigation but never agreed to get Ward fired and, indeed, never
16 agreed to cease funding any activities except litigation (and insisted that he would continue to
17 fund the McPherson case).
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22 I declare under penalty of perjury under the laws of the United States of America that the
23 foregoing is true and correct. Executed this 12th day of June, 1999, at Vashon Island,
24 Washington.

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27 STACY BROOKS
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