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Superior Court of California
County of Los Angeles

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John A. Clarke, Executive Officer/Clerk
By E. M. Robinson Deputy
GLORIETTA ROBINSON

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES
11 CENTRAL DISTRICT

12 KENDRICK MOXON

13 Plaintiff,

14 v.

15 GRAHAM BERRY,

16 Defendants.

17 GRAHAM E. BERRY, an individual;

18 Cross-Complainant,

19 v.

20 KENDRICK L. MOXON, an individual;

21 Cross-Defendant.

Case No. BC429217

DEFENDANT AND CROSS-
COMPLAINANT'S APPENDIX NO. III
OF EXHIBITS AND REQUEST FOR
JUDICIAL NOTICE FILED AS PART OF
THE UNVERIFIED ANSWER AND
VERIFIED COMPULSARY CROSS-
COMPLAINT HEREIN.

Action filed: January 5, 2010

[Filed concurrently with: (1) Judicial Council
of California Form MC-701 (C.C.P. §391.7;
(2) Appendix No. I of Exhibits [Exhibit A];
(4) Appendix No. II of Exhibits [Exhibits B-
D] ; Unverified answer and verified cross-
complaint]

Ex E (2)

EXHIBIT E (2)

1 **138.**After my Sonoma truck was repossessed on October 6th 1998, Moxon called and said "*go*
2 *and get a new car if I you want.*" I immediately went to a Saturn dealer in Palm Springs and
3 selected the auto that I wanted. The salesperson at Saturn was given Moxon's phone number and
4 Moxon was called. Moxon arranged and closed the lease agreement in his name, and I drove the
5 new Saturn off the lot two hours later.
6

7
8 **139.**On October 8th 1998, and after some numerous phone conversations between Moxon and
9 Snodgrass, Snodgrass offered to pay off my legal debt in New Jersey. Moxon provided bank
10 wire information by fax to Snodgrass. The communication infuriated Snodgrass because he had
11 offered only as much as it could be negotiated down to. Moxon wanted all the money,
12 \$18,500.00, wired into his trust account. Snodgrass then refused to help.
13

14
15 **140.**I learned on July 24, 2000, that on October 9, 1998 Berry filed a **PROPOSED VERIFIED**
16 **SECOND AMENDED COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES**
17 **FOR LIBEL PER SE, SLANDER AND INVASION OF PRIVACY.** From this filing, I
18 learned that on March 18, 1998 my May 5, 1994 Declaration accompanied by statements that
19 Berry was under investigation for child molestation was provided by Moxon, Ingram and
20 Scientology to:
21

- 22
23 a) various German journalists in Hamburg;
24 b) the Foundation for Educational Research;
25 c) the Labor Day LA organization;
26 d) the entire Board of Education of the Los Angeles Unified School District;
27

28 //

1 e) the Gay & Lesbian Education Commissioners of the Los Angeles Unified
2 School District; and,

3
4 f) the German Secret Police

5 **141.** The false and defamatory statements made in my May 5, 1994 Declaration, obtained by
6 Ingram through intimidation and under Duress were intentionally disseminated by Moxon,
7 Ingram and Scientology without my knowledge. If I had any idea of what they were doing in
8 respect to the declaration, I would have reported this to the proper authorities immediately and
9 sought personal legal counsel.
10

11
12 **142.** I learned on July 24, 2000, that on October 28, 1998, Bernard LeGeros, co-defendant, and an
13 inmate at Clinton Correctional Facility in Dannemora, New York, had filed a **NOTICE OF**
14 **MOTION AND MOTION FOR SUMMARY JUDGEMENT** and **SEPARATE**
15 **STATEMENT OF UNDISPUTED FACTS IN SUPPORT OF MOTION FOR SUMMARY**
16 **JUDGEMENT** in my litigation. LeGeros purportedly wrote these filings. After review, I
17 believe that Moxon and/or Soter on behalf of LeGeros prepared them. Moxon/Soter had a
18 responsibility to inform me that they were assisting a co-defendant in my litigation that was
19 making death threats on the Plaintiff, Berry.
20

21
22 **143.** Children's Charities Of America (CCA) and Day Of The Child had negotiated an agreement
23 in principal, and the agreement was being presented to CCA's Board Of Directors for approval in
24 late November 1998. One of the Board members at CCA, Brian Morrison, Executive Director of
25 Grant-A-Wish in New York City, had unearthed the May 5, 1994 Declaration and related
26 information on the Internet. He persuaded the Board to cease all activities with Day Of The
27
28

1 Child. He convinced the Board not to work, in any manner with Day Of The Child, because the
2 question came up as to why I delayed so long to talk about Berry if I really wanted to help kids.
3 Additionally, Virginia Van Zandt, another CCA Board member had had a dreadful encounter
4 with Moxon when Moxon had attacked an actor from the television show (M.A.S.H) because he
5 had come out publicly against the Church Of Scientology.
6

7
8 **144.**On November 3rd 1998, Moxon asked that I come up to Los Angeles to meet with him at the
9 6255 Sunset office. During this visit he told me that *I'm very excited that we don't need*
10 *Snodgrass's money; I am able to get the \$20,000.00 from someone whose identity I can't talk*
11 *about, but that the person was very famous."* Moxon said, *"If anyone ever found out about this I*
12 *would be disbarred for sure."* Of course, my being curious, I said, "Tom Cruise and Nicole
13 Kidman?" He said "No." I said, "Kirstie?" He said, "No." I said, "Don't tell me, Travolta?" He
14 said, *"Ok, I won't tell you it was John."* I said, "Jesus, can we get him to be our national
15 spokesperson for Day Of The Child?" Moxon said to *"write a personal letter to Travolta and*
16 *make it c/o Steve Hayes, he is John's personal attorney and one of my partners."* Moxon
17 received the \$20,000.00 and wired or sent a check to Lloyd Levenson, Esq., in Atlantic City,
18 New Jersey for \$20,000.00. The outstanding amount due was \$18,500.00.
19

20
21 **145.**In early November 1998, Moxon called and asked me to send a series of Federal Express
22 letters (on Moxon & Kobrin's FedEx Account (FedEx 17133071-8) to Clearwater, Florida. One
23 of these was to Timothy Bowles, another to Isadore Chait at 200 North Osceola Avenue
24 Clearwater Florida 33755. The letter packages were regarding Day Of The Child. On
25 November 20th 1998, I received a check from Moxon, from Isadore Chait, in the amount of
26
27
28

1 \$1,000.00 made payable to Day Of The Child c/o Moxon & Kobrin 6255 Sunset Boulevard,
2 Suite 2000, Los Angeles, California.

3
4 **146.**Moxon told me that Chait wanted to perform at the World Concert for the Day Of The
5 Child, that he was a jazz musician. I said I had no problem with that request, that he could
6 perform during the late hours of the evening as it was going to be a 24 hour non-stop concert.

7
8 Moxon also said, "Izzy is a funny guy, one day he is rich and the next he is as broke as a church
9 mouse."

10
11 **147.**I immediately opened an account at Bank Of America in the name of The Day Of The Child
12 World Concert, Inc. with the corporate address at 6255 Sunset Boulevard, Suite 2000, Los
13 Angeles, California, which was Moxon's front office, meaning he used that office for some of his
14 clients. His real office was in the Scientology building around the corner in Hollywood in the
15 Scientology Office Of Special Affairs.

16
17 **148.**I learned on July 24, 2000 that on December 1, 1998 Moxon/Soter filed **FORM**
18 **INTERROGATORIES SET ONE, SET TWO, SET THREE, SET FOUR, SET FIVE, SET**
19 **SIX, SET SEVEN, SET EIGHT AND SET.** I had no knowledge of this filing.

20
21 **149.**I learned on July 24, 2000 that on December 4, 1998, Moxon/Soter filed **SPECIAL**
22 **INTERROGATORY SET ONE.** I had no knowledge of this filing.

23
24 **150.**I learned on July 24, 2000 that on December 4, 1998, Moxon/Soter filed a
25 **DECLARATION FOR ADDITIONAL DISCOVERY.** I had no knowledge of this filing.

26
27 **151.**I learned on July 24, 2000 that on December 8, 1998, Moxon/Soter and Paul, Hastings,
28 Janofsky & Walker filed a **NOTICE OF TAKING ORAL DEPOSITION OF DR. GARY**

1 **CORGIAT AND REQUEST FOR PRODUCTION OF DOCUMENTS AT TIME OF**

2 **TAKING DEPOSITION.** In the Berry v. Cipriano and Berry v. Barton cases. In this filing the
3 attorneys were requesting all medical records on Berry. I had no knowledge of this request or
4 filing.
5

6 **152.**On December 13, 1998, Moxon introduced John Ryan a Scientologist, to me for the
7 purposes of joining Day Of The Child. Moxon explained that "*Ryan is a top executive at*
8 *Polygram Records, you need to meet him so he can help Day Of The Child.*" After meeting Ryan
9 in Moxon's office, I realized that he was a record producer, however did not work for Polygram
10 Records, instead had a home business called Chicago Kid Productions. I learned that Ryan had
11 been a record producer for STYX in the 1970's and had been involved with other projects. Ryan
12 agreed that Day Of The Child was a great project, however in our selection process for
13 beneficiary children's charities that we needed to select certain charities that stood up against the
14 mental health establishment. Ryan demanded that Day Of The Child endorse Scientology
15 organizations that were supporting the attacks, lawsuits and other tactics against the use of
16 Ritalin with children. I became very disturbed with Ryan's wanting to exchange his services for
17 Day Of The Child supporting their Scientology based causes.
18

19 **153.**Also on December 13, 1998 at this same meeting, Moxon gave me a piece of paper that said
20

21 **VERIFICATION TO CIPRIANO'S VERIFIED ANSWERS TO SECOND AMENDMENT**

22 **COMPLAINT** to sign indicating that I read and answered all the questions correctly. I signed it
23 and handed it back. I was never given the Second Amendment Complaint or the Answers; I just
24 signed the Verification.
25
26
27
28

1 **154.**During this same visit to Moxon's office in early December with Ryan, Steven Lewis called
2 for Moxon. Judy Ross, Moxon's secretary, advised Moxon that Steve Lewis was on the phone.
3 Moxon said, "ok, thank you" to Judy Ross and looked to me and said, "Watch this." From the
4 tone of Moxon's voice while talking with Lewis, it was obvious to me that they were having fun.
5 Moxon kept looking back at me and smiling. Moxon was asking questions regarding Berry;
6 where he kept various things, and what was his response to this thing and that thing. After the
7 telephone conversation ended between Lewis and Moxon. Moxon said, "I forgot to tell you that
8 Lewis and Scali decided to terminate their law practice with Berry and they want to work with
9 us." I was truly amazed at the turn of events. Moxon said "I'm just getting dirty laundry from
10 Lewis on Berry." In fact, Moxon said "Lewis was seeking advice from me on how to get out
11 from under Berry's request that Lewis remain in place as counsel for Berry."
12

13 **155.**I learned on July 24, 2000 that on December 14, 1998 Moxon/Soter filed **DEFENDANT**
14 **CIPRIANO'S VERIFIED ANSWER TO SECOND AMENDED COMPLAINT.** Once
15 again, I never read the Second Amended Complaint or gave any answers to said Complaint;
16 therefore Moxon/Soter filed this document without my knowledge or approval.
17

18 **156.**I learned in July 24, 2000 that on December 11, 1998 Berry filed **PLAINTIFF GRAHAM**
19 **E. BERRY'S REVISED RESPONSES TO DEFENDANT GLENN BARTON'S FIRST SET**
20 **OF SPECIAL INTERROGATORIES** in the Berry v. Cipriano action, after reading Berry's
21 Response To Special Interrogatory No. 22, which is comprised of 359 paragraphs of testimony
22 from Berry detailing events commencing December 1993 through May, 1998, I now have an
23 intimate knowledge of how I was utilized by the Church Of Scientology, and all related entities
24
25
26
27
28

1 involved in the litigation against Berry, as a pivotal instrument in the defamation and slander of
2 his professional and personal life. The fact that on April 27, 1994, eight days before Ingram
3 arrived, uninvited at my New York home he was brought back from England and instructed to
4 take over the Church Of Scientology investigation of Berry, at the specific instructions of
5 Michael Rinder, Michael Hertzberg, Elliot Abelson, Kendrick Moxon, Timothy Bowles and
6 Jonathan Lubell, is a clear-cut demonstration of the contents of the Declaration and that of my
7
8 August 9, 1999 and September 25, 1999 Declarations.

10 **157.**In mid December 1998, Moxon, Ryan and I had another meeting, wherein they both
11 introduced me to the Scientology based "Org. [Organization] System," Moxon typed it out and
12 printed a copy which was handed to me. Ryan was said and demanded that "*Moxon and he*
13 *could fill in each of the Org. departments with Scientology personnel,*" which would leave me
14 out of the picture, other than as an ambassadorial representative.

17 **158.**I have learned on July 24, 2000 that on December 14, 1998 that Moxon/Soter filed

18 **DEFENDANT CIPRIANO'S VERIFIED ANSWER TO SECOND AMENDED**

19 **COMPLAINT** in Berry v. Cipriano. I had no knowledge of this Verified Answer. I had never
20 read the Verified Second Amended Complaint. On December 13, 1998 Moxon faxed to Palm
21 Springs a single sheet Verification document, which is instructed me to sign and fax back to him
22 in Los Angeles.

25 **159.**On December 22 1998, Levenson of Cooper, Perskie & Levenson law firm called me and
26 advised me that he was negotiating with the authorities in Atlantic City, New Jersey, and he
27 thought that he could get them down from the balance of \$18,500.00 to around \$12,000.00. He
28

1 indicated that Moxon had wired him \$20,000.00 and that was more than enough. He indicated he
2 would call back with the final offer.

3
4 **160.**On December 23, 1998, Levenson called me again and told me he settled for \$9,500.00 and
5 he was happy. I agreed and said settle it. Later that day, we spoke again and he wired \$2500.00
6 into Day Of The Child bank account. In the following month, on January 11th 1999, and January
7 25th 1999, he wired an additional \$1,400.00 and \$988.55 respectively into Day Of The Child
8 bank account.
9

10 **161.**Between November, 1998, and June, 1999, most if not all of the transactions, financially and
11 professionally, were handled through Day Of The Child World Concert, Inc.'s bank account.
12

13 **162.**In late December 1998, I held a Day Of The Child Christmas Party in Palm Springs. Moxon
14 and Ryan attended. Ryan and Moxon took me outside for approximately 30 minutes and berated
15 me on how Scientology could take over Day Of The Child. Moxon said "*this damn thing is*
16 *taking off, I have never seen anything like it.*" Ryan said "*now is the time that we start placing*
17 *the proper people in the proper places as we discussed a couple weeks ago.*" Moxon said
18 "*Robert after Christmas I want you to bring all the files up to Hollywood, we will sit down and*
19 *figure this out.*" I said I don't believe we need any further overhead right now, what we need is
20 the donations you promised." Ryan said "*you are not going to get one dime in donations unless*
21 *all the proper people are in the org.*" Moxon said, *yes Robert we need our donors to be*
22 *comfortable.*" I said, this was not the original deal Rick, anyway, my guest are waiting, I am
23 going back in."
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1 **163.**I was out of money and sold my computer system for money Christmas presents for my
2 family and told Rick on December 17th, 1998. Moxon said to "*come up to my office later this*
3 *afternoon and I will square that away.*" Moxon and I rode in my car to a Circuit City on
4 Hollywood Boulevard and selected a computer/printer for me. Moxon purchased at Packard-
5 Bell Computer for me on one of his credit cards. The charge was approximately \$1,000.00 for
6 the CPU, monitor and printer. Moxon helped me carry it to my car and I returned him to his
7 office, and returned to Palm Springs.
8

9
10 **164.**In early January 1999, I was called to a meeting at Moxon's office where Ingram was
11 waiting for me. At this meeting, Ingram said, in front of Moxon, "*we have a group of*
12 *Scientologists that just plastered Berry's neighborhood with flyers advising all his neighbors he*
13 *was a child molester & pedophile.*" Ingram also said "*I have spies and operatives in a gay*
14 *nightclub called Numbers in West Hollywood.*" Ingram also told me, "*there is a young man*
15 *named Hurtado, a street hustler, who I found, who will say that he went home with Berry and a*
16 *couple underage boys one night. Further, get this, that Berry drugged the boys and had sex with*
17 *them in front of this kid.*" Ingram also stated that "*Berry was exchanging legal services for sex*
18 *with this Hurtado person and that I'm going to file another Bar Complaint against Berry the*
19 *Fairy.*"
20

21 **165.**Furthermore, Ingram stated that "*Berry is trying to serve me and could not serve me.*" I
22 asked him why? Ingram laughed at that thought, saying "*Berry does not even know what I look*
23 *like and I have been as close a five inches from him a number of times without idiot knowing.*
24 Ingram saw I was not real happy with everything he was saying. Ingram added, "*listen the*
25
26
27
28

1 *litigation and scare tactics we use against Berry is just to make him go away and leave the*
2 *Church of Scientology alone."*

3
4 **166.**Ingram said that "*Berry had a roommate who was on the cover of some XY gay magazine,*
5 *some porno magazine and guess what, there is a caption next to this kid's picture that says*
6 *jailbait."* Ingram was looking for information on the publisher of that magazine to ascertain how
7
8 old the roommate was when the pictures were taken.

9 **167.**Moxon also informed me that they had attached Berry's bank accounts and that Berry was
10
11 leaving the country for good. Furthermore, that, "Scientology finally achieved what they
12
13 wanted."

14 **168.**As part of my Day Of The Child day to day activities, I would routinely interview children's
15
16 charities to review their operations. This is a process that must be conducted in order for them to
17
18 be a beneficiary of the proceeds of our events. I interviewed a gentleman named Jason Whitman
19
20 who organized and manages The Los Angeles Youth Council on Santa Monica Blvd., in West
21
22 Hollywood. The LA Youth Council works with males who are caught up with gay street
23
24 prostitution. It attempts to provide them with a career, housing and guidance.

25 **169.**Moxon and Ingram thought it would be a good idea to have Mr. Whitman, who works with
26
27 numerous male prostitutes talk to the young men and distribute flyers with a picture of Berry
28
around West Hollywood. If anyone knew of Berry or had any information on him they were
guided to call a number on the flyer. The information would be passed on to Ingram for use by
Moxon against Berry. A young man came forward named Anthony Apodaca, who said he knew
of or had seen Berry. This information was passed on to Ingram and Moxon and Ingram was

1 sent to meet with Apodaca to obtain a Declaration. Mr. Whitman told me in a telephone
2 conversation in May 1999 that Ingram took Apodaca to a hotel room, threatened him and paid
3 him \$300.00 for a Declaration. I do not know if a Declaration was obtained or filed; however, I
4 do know that Apodaca was terrified and went in to hiding or disappeared at that same time.
5

6 **170.**On January 6th 1999, Moxon moved both Leslie Lamborn and me to 1050 Racquet Club
7 Road in Palm Springs. Moxon signed the lease, "Kendrick Moxon for Leslie and Robert
8 Cipriano as occupants." The rent was \$1,295.00 per month and the lease ran for one year.
9

10 **171.**In January 1999, Moxon advised and created a Stipulation Of The Parties between Leslie
11 Keene Lamborn, my girlfriend and Jeff Appel her ex-boyfriend, on my behalf, free of charge.
12

13 **172.**In early January 1999, Ms. Lamborn and I had serious differences and Moxon asked
14 Lamborn and me to meet him and Ryan at a restaurant in Malibu and then proceeded to go to a
15 secluded beach front in Malibu, California. Moxon and Ryan wanted me close to them and away
16 from Leslie Lamborn and Donald Snodgrass. I moved out of the house at the request of Moxon
17 and back to Los Angeles, where I moved into a friend's house near Marina Del Rey.
18

19 **173.**In mid January 1999, Moxon and Ryan met me at a restaurant in Glendale to have lunch.
20 We discussed Day Of The Child and its progress. After lunch, Moxon asked me to sit in his car
21 and we discussed Troy Glick. Glick was a friend and previous employee of mine in New York.
22 Glick also was witness to Berry and Spiegelman and my activities during 1984 and 1985.
23

24 Moxon asked me, "*How can you get this Troy Glick to come over to our side?*" "*Can you go to*
25 *New York and talk to him and get him to say he saw Berry doing all the things we talked about?*"
26 I said, I would think about it. Moxon said "*I don't think we are going to be able to help you with*
27
28

1 *Day Of The Child anymore."* I understood that if I wanted any further support for Day Of The
2 Child, I would have to get Glick to lie and turn on Berry.

3
4 **173.**Moxon called me in early February 1999 and advised me that Berry had dismissed Krim in
5 the Berry v. Cipriano action and Chait in Berry v. Barton action and that he and was about to
6 dismiss me in his action. I met with Moxon the next day and had him discuss the legal jargon
7 regarding the dismissal Moxon said that the lawsuit was over for me. I asked him, could Berry
8 ever come back and re-file? Moxon said, "No."

9
10 **175.**I learned on July 24, 2000, that on February 1, 1999 Berry filed an **AMENDED**
11 **DECLARATION OF GRAHAM E. BERRY RE: PLAINTIFF'S OPPOSITION TO**
12 **DEFENDANT'S CHAIT'S MOTION TO DISMISS FOR FAILURE TO COMPLY WITH**
13 **DISCOVERY ORDER RE: FORM INTERROGATORIES, REQUEST FOR CASE**
14 **MANAGEMENT, PROTECTIVE ORDER AND SANCTIONS.** In this filing, which I never
15 saw, Berry stated that I refused to answer most of my interrogatories based on the contrived
16 allegation that a settlement communication he made to me was a threat to my safety. Moxon
17 convinced me that it was threat. Even after I wanted to settle with Berry as evidenced in my
18 communication letter to Berry, faxed to Moxon for review and a legality edit. Moxon did not
19 even review the Interrogatory questions orally with me.

20
21 **176.**Berry continues to state that Kendrick Moxon has taken information from his personal
22 medical records, subject to a protective order, and constantly mocks him front of others with the
23 information. Berry continues and states that on January 25, 1999 one of Moxon's investigators
24 visited a client of his (HURTADO) and read the client, and his family, portions of his deposition,

1 resulting in Hurtado changing attorneys from Berry to Moxon. That very same day, Berry states
2 that at 5:30 p.m. he made a call to his psychiatrist and made an appointment for the next day.
3
4 The telephone call was made from his home telephone. He kept his appointment at 10:30 a.m.
5 the next morning. Moments after he left the doctor's office someone calling himself Kendrick
6 Jackson called the doctor and wanted to know if he was still there or if he had left. This person
7 finally admitted that his name was Kendrick Moxon and then demanded a deposition of the
8 doctor. Previously, Berry had discovered his phone line being linked into an internal phone line
9 at the Church Of Scientology where Moxon's office is and his co-counsel in other matters, Elliot
10 Abelson, Esq., came onto the phone line and confirmed that his phone was linked into an internal
11 Scientology phone line.
12

13
14 **177.** Additionally, Berry attached as part of this filing an Exhibit "E" **entitled THE**
15 **SCIENTOLOGY DEFENDANT'S "FAIR GAME" POLICES AND PRACTICES WHICH**
16 **ARE AT THE CORE OF PLAINTIFF'S COMPLAINT IN THIS AND THE RELATED**
17 **CASES."** In this Exhibit, Berry outlines in paragraph 78, "Some of the written polices and
18 practices that were, and still are, specifically implemented against Plaintiff (Berry) as hereinafter
19 described are set forth below:
20
21

22
23 3. Enemy: "Fair Game" may be deprived of property injured by any means by any
24 Scientologists without any discipline of the Scientologist. May be tricked, sued, or lied to or
25 destroyed." (Hereinafter the **"Fair Game Policy Letter"**, CHO PL 18 October 1967)
26
27 Despite public disavowal of the term "Fair Game," Scientology retains the policy itself in full
28 force and practice, if not in name. "

1 **178.**In paragraph 84 of Exhibit "E" **THE SCIENTOLOGY DEFENDANTS "FAIR GAME"**
2 **POLICIES AND PRACTICES**, Berry quotes, Commodore Hubbard's Manual Of Justice
3 where he states: *"people attack Scientology: I never forget it, always even the score. Hubbard*
4 *subdivides the administration of justice into four phase's (a) intelligence activities: (b)*
5 *investigation of evidence; (c) judgement or punishment; and (d) rehabilitation."* In paragraph 85
6 Berry quotes Hubbard as saying *"overt investigation of someone or something attacking us by an*
7 *outside detective agency should be done more often and hand the expense. Hire them and damn*
8 *the costs when you need to."* Berry continues in paragraph 85, The policy also states that
9 *"Scientology "punishment" is gruesome to see sometimes and in this instance there are men*
10 *hiding in terror on Earth because they found out what they were attacking. There are men dead*
11 *because they attacked us - for instance Dr. Joe Winter. There are men bankrupt because they*
12 *attacked is - Purcell, Rideway, Seppos"* In the same policy and practice manual, Hubbard also
13 writes *"remember that - by investigation alone we can curb pushes and crush wildcat people and*
14 *unethical Dianetics and Scientology organizations.*

15 **179.**In paragraph 86 of Exhibit "E" **THE SCIENTOLOGY DEFENDANTS "FAIR GAME"**
16 **POLICIES AND PRACTICES**, Berry quotes The Scientologist Manual Of Dissemination of
17 Materials *"The purpose of the suit is to harass and discourage rather than to win. The law*
18 *can be used very easily to harass, and enough harassment on somebody who is simply on the thin*
19 *edge anyway, well knowing that he is not authorized, would generally be sufficient to cause his*
20 *professional decease. If possible, of course, ruin utterly."*

21 //
22

1 **180.**In paragraph 89 of Exhibit "E" **THE SCIENTOLOGY DEFENDANTS "FAIR GAME"**

2 **POLICIES AND PRACTICES**, Berry says the Scientologist Defendants also have a written

3 policy and practice of using "manufactured" allegations as a threat. On August 15, 1960, the

4 Scientology enterprises Department Of Government Affairs was established with a policy

5 written by Hubbard. In that issue, Hubbard ordered: *"If attacked on some vulnerable point by*

6 *anybody or anything or any organization, always find or manufacture enough threat against*

7 *them to cause them to sue for peace. Peace is bought with an exchange of advantage, so make*

8 *the advantage and then settle. Don't ever defend. Always attack. Don't ever do nothing.*

9 *Unexpected attacks in the rear of the enemies front ranks works best."*

10 **181.**In paragraph 111 of Exhibit "E" **THE SCIENTOLOGY DEFENDANTS "FAIR GAME"**

11 **POLICIES AND PRACTICES**, Berry continues with "Following the ostensible cancellation of

12 Fair Game on 21 October, 19666, the Scientologist Defendants instituted a new HCO PL of 16

13 February 1969 entitled "Confidential Targets, Defense" in which are listed vital targets in which

14 the Defendants must invest most of their time:

15 T1 Depopularizing the enemy to a point of total obliteration.

16 T2 Taking over the control of allegiance of the heads or the proprietors of all news media.

17 T3 Taking over the control or allegiance of key political figures.

18 T4 Taking over the control or allegiance of those who monitor international finance and
19 shifting them to a less precarious finance standard.

20 //

21 //

1 **182.**In paragraph 120 of Exhibit "E" **THE SCIENTOLOGY DEFENDANTS "FAIR GAME"**
2 **POLICIES AND PRACTICES**, Berry states, The policy and practice of the Scientology
3 Defendants, in "utterly destroying" persons such as Plaintiff (Berry) is further set forth in a
4 Guardian Office (CEO 011272 LRH) entitled "**Confidential; BLACK PROPAGANDA**" also
5 known as "Black PR" short for "Black Propaganda." In that order, the Scientology Defendants
6 are instructed that *"Black Propaganda is a covert communication of false info intended to injure,*
7 *impede, or destroy the activities or life of another person, group or nation, usually issued from a*
8 *false or removed source from the actual instigator."*
9

10 **183.**In paragraph 130 of Exhibit "E" **THE SCIENTOLOGY DEFENDANTS "FAIR GAME"**
11 **POLICIES AND PRACTICES**, Berry continues, "the Scientology Defendants also have a
12 policy and practice a set forth in an issue of 27 March 1972 entitled "**Counter Attack Tactics**,
13 stating that: *"those who attack Scientology.... are proven suppressive."* Part of this policy
14 involves the destruction of critic's careers. *"These persons can always lose their jobs. These*
15 *jobs, permitting them power to destroy, are valuable to them. This is A POINT OF*
16 *VULNERABILITY. If person's job is also not valuable to him or if he cannot be cost his job,*
17 *something can be found which he is seeking to protect and it can be threatened."*
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1 **184.**In paragraph 145 of Exhibit "E" **THE SCIENTOLOGY DEFENDANTS "FAIR GAME"**
2 **POLICIES AND PRACTICES**, Berry continues, "the Scientology Defendants also have a
3 policy and practice set forth in a December 1968 order entitled "Intelligence" wherein it is stated
4 "the following are possibilities for collecting data:
5

- 6 1. Infiltration
- 7
- 8 2. Bribery
- 9
- 10 3. Buying Information
- 11
- 12 4. Robbery
- 13
- 14 5. Blackmail

15 **185.** Having had access to this filing on July 24, 2000, has given me a complete understanding
16 on how I have, (1) been utilized as the pivotal instrument in the Fair Game attack on Berry, and
17 (2) how I have now become a victim of their Fair Game policies and practices, as I have
18 described throughout this entire Declaration.

19 **186.**In the very same filing, **AMENDED DECLARATION OF GRAHAM E. BERRY RE:**
20 **PLAINTIFF'S OPPOSITION TO DEFENDANT'S CHAIT'S MOTION TO DISMISS**
21 **FOR FAILURE TO COMPLY WITH DISCOVERY ORDER RE: FORM**
22 **INTERROGATORIES, REQUEST FOR CASE MANAGEMENT, PROTECTIVE**
23 **ORDER AND SANCTIONS**, Berry includes Exhibit "G", wherein he adds a **Memorandum Of**
24 **Points and Authorities**, which was attached to a **NOTICE OF MOTION AND MOTION**
25 **FOR EVIDENTIARY SANCTIONS, FOR MONETARY SANCTIONS, FOR**
26 **CONTEMPT SANCTIONS AND FOR TERMINATING SANCTIONS**, in Graham E. Berry
27
28

1 v. Glenn Barton, wherein he quotes a Declaration of United States District Court Judge Ideman,
2 in Religious Technology Center, et al (Scientology) v. Scott No. 94-55781 "(Scientology has)
3 *utilized every devise that we on the District Court have ever heard of to avoid such compliance,*
4 *and some that are new to us. This noncompliance has consisted of evasion, misrepresentations,*
5 *broken promises and lies....(Scientology) by this tactic had had the effect of massively increasing*
6 *the costs of the other parties, and for a while, to the Court....Yet it is all puffery--motions without*
7 *merit or substance.."*
8

9
10 **187.**On March 8th 1999, Moxon asked me to work as an operative for Scientology on ECT, a
11 company that manufactures and distributes electro-shock machines used by mental health
12 facilities. Moxon wanted me to obtain internal documents from The State Department Of Mental
13 Health, VA Hospital, UCLA, and various other hospitals, these documents included approved
14 consent forms. I told him, "I will think about it, that I had just about had it with Scientology and
15 all of its games."
16

17
18 **188.**On or about March 12th 1999, I received a call from my friend, in Palm Springs, Donald
19 Snodgrass. He advised me that he had a partnership with Lassen Galleries and was ready to open
20 an art gallery in Palm Springs. He asked me to come back to Palm Springs and assist him in
21 running the gallery. Since I was receiving no help, calls or any assistance from Moxon, I
22 decided to take the offer. I moved back to Palm Springs on or about March 12, 1999, and began
23 to work with Snodgrass. Moxon and I had two or three email and phone communications
24 between March 1999, and June 1999. I advised Moxon of my move to Palm Springs. I requested
25 that Moxon give me and the Board of Directors an immediate resignation from Day Of The
26
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28

1 Child World Concert, Inc. Moxon provided the resignation.

2 **189.**On March 20th 1999, I emailed Mr. Moxon responding to a phone message from him. I
3
4 advised him of my need for monies as per our previous agreement. I state in the last line, "**I also**
5 **think that I was there for the cause-100% and by all appearances-everyone should be**
6 **pretty happy with my performance.**" On March 21 1999, Mr. Moxon emailed me in return
7
8 with, "**Got It. Please give me a call so we can handle the details.**"

9 **190.**May and June, 1999, I spent in Palm Springs trying to get out from under the 1050 Racquet
10 Club Road house and keep Day Of The Child up and running. I informed Moxon in an email
11
12 dated May 10, 1999, that I had a possible new partner named Roy Webb and we were working
13 on an agreement. Moxon indicated that the house needed to be resolved.

14 **191.**Finally on June 7, 1999, I sent an email to Moxon begging for food and gas money. I
15
16 advised him that Day Of The Child was in Roy Webb's hands and that I was moving the
17 operation up to Anaheim to keep Day Of The Child alive. I asked for \$500.00. Moxon sent
18
19 \$195.00 by Western Union. Webb called Moxon after my move to Anaheim and requested
20
21 \$1,000.00 for me to restart my life after the past several years, and Judy Ross, Moxon's legal
22 secretary, arranged for a check to be made payable to Professional Management, Roy Webb's
23 company, in the amount of \$800.00.

24 **192.**On June 10, 1999, I called Berry from Palm Springs to his Santa Monica home and left a
25 message on his phone machine. Berry called me back on Friday June 11, 1999 and we arranged
26
27 to meet at Izzy's Deli in Santa Monica on Saturday afternoon June 12, 1999. I told Berry we
28 needed to talk.

1 **193.**I arrived at Izzy's Restaurant early to inspect the premises to make sure I was not walking
2 into any type of sting with anyone. I sat facing the front door so I could see who was coming
3 and going. Berry arrived and we proceeded to have a two-hour lunch. I told Berry that in May
4 1994, I had been operating a company called CDG, in New York City. During that time Eugene
5 Ingram had knocked on his door and flashed an LAPD detective's badge. That we spent some
6 time talking about Jerome Spiegelman and the problems that he had had. The next day Ingram
7 turned up at his office with a declaration for him to sign. Berry asked "are the allegations you
8 made true about me having been with 50 60, 14 to 16-year-old boys?" I told Berry "at that time I
9 knew him in 84/85 I was in a fog with alcohol and cocaine. I told Berry that was one of the low
10 points of his life when I allowed myself to be subject to a lot of pressure, which Ingram brought
11 to bear on me. I made it clear that my declaration and deposition testimony had been fabricated
12 by Ingram and Moxon due to Ingram's "pressure" and for Moxon's money.
13

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16
17 **194.**Moxon called Webb in early July and asked him, "How is Robert's health?" In early to mid
18 July, I was contacted by Joanne Weaton, Eugene Ingram's Scientology operative, via email. I
19 was contacted and responded to Erla Hawkins, who is with the IAS (International Association of
20 Scientologists), who requested that I take a position as head of public relations for Scientology
21 "crusade" in Europe starting July 22nd 1999. The position was for no pay and only a one-way
22 ticket to Europe plus accommodations. Erla Hawkins attempted to have me meet her on a
23 Saturday afternoon in an old, unmarked apartment in an unmarked building behind a
24 schoolhouse and L. Ron Hubbard Way. It is my full belief that if I had attended that phony
25 meeting, I may never have come back alive.
26
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28

1 **195.**On July 11, 1999, I signed a Declaration stating that several weeks earlier, I had contacted
2 Berry and asked if he would meet with me. I advised Berry that Moxon was no longer my
3 attorney. Because I was completely at Moxon's mercy, I retained Berry, in a limited interim
4 capacity to assist me in finding other representation. I needed a lawyer quickly and did not have
5 the funds to compensate one to represent me on matters including: the investigation and filing of
6 a potential lawsuit against Moxon & Kobrin and Bowles & Hayes for legal malpractice, and
7 among other things, engaging in a undisclosed conflict of interest. Further that Berry was to
8 represent me in connection with communications with law enforcement and other authorities in
9 relation to matters involving David Miscavige, Michael Rinder, Samuel D. Rosen, Barbara
10 Reeves, Kendrick Moxon, Helena Kobrin, Timothy Bowles, Steven Hayes, Eugene Ingram,
11 Geoffrey Barton, Isadore Chait, John Travolta and other. Additionally, I engaged Berry to
12 represent me in all initial communications with the media regarding The Day Of The Child
13 charity and the Church Of Scientology's adverse impact upon its' activities, in part because of
14 Kendrick Moxon's connection; communication with Moxon & Kobrin, Eugene Ingram, Hayes &
15 Bowles and their agents and representatives; in locating other counsel to represent me as the
16 need may arise; safeguarding my files in these matters.

17 **196.**I also requested that Berry prepare a Substitution Of Attorney to put me in pro per or
18 represented by other counsel. Additionally, I executed a Judgement in his favor in the Berry v.
19 Cipriano litigation, and a Stipulation setting aside the previous Dismissal and Award Of Costs
20 against Mr. Berry and Mutual General Releases for signature by each of us. I made it clear in
21 this Declaration that Berry was to take no steps as to any of these matters until I authorized him

1 to do so. I understood that Berry was to prepare a more comprehensive standard retainer
2 Agreement for execution by him and me.

3
4 **197.**On July 11, 1999, I executed a letter to Kendrick Moxon, drafted by Berry directing Moxon
5 to immediately turnover to my new attorney Graham E. Berry, any and all documents of any
6 nature concerning me in any way, whether personally or any corporation in which I had interest.

7
8 In this letter I advised Moxon on the applicable laws regarding destruction or spoliation of
9 potential evidence in potential civil and criminal matters. I further advised Moxon that neither
10 Moxon nor his representatives are to try to contact me in any way, at any time, or in any manner.

11
12 I advised Moxon that I would not hesitate to seek any appropriate restraining orders and law
13 enforcement protection and assistance. Further, I stated that failure to immediately return all
14 files and communications (by 5:00 p.m. on the day that this letter was communicated to him)
15 would result in Berry's immediately seeking appropriate law enforcement, judicial and
16 disciplinary assistance to obtain their immediate possession and all my records.

17
18 **198.**I dismissed Moxon/Soter as my attorneys on July 11, 1999.

19
20 **199.**Since July 11, 1999, I have been under surveillance and am followed daily by various autos.

21
22 I cannot stress enough that the acts of this fanatic organization and its lawyers and officials have
23 caused serious harm to me and to my organization, Day Of The Child. I organized, created and
24 built Day Of The Child to assist hundreds of authentic children's charities in the United States.

25
26 The acts of Moxon and Ingram as lawyer and operative for the Church of Scientology and its
27 many divisions have been literally grossly offensive and illegal. As a result of their actions, Day
28 Of The Child has been refused a general 501c (3) status, which turned one of the foremost

1 fundraising concert events into nothing more than a waste of time. The Church of Scientology
2 has turned 500 children's charities one-chance fortune to share equally in a global event's income
3 into **broken promises to every child in America that depends on the deeds of people who**
4 **truly care.**

5
6 **200.** Furthermore, I have learned in the past year that the deepness of Scientology's terror reaches
7 into the lives of children, which I will never stand by and tolerate. I have learned that children
8 are held in paramilitary camps and are forced to suffer cruel and inhuman acts while under the
9 armed guards of Scientology. This may be a customary practice in Scientology, however this
10 violates every human rights issue and federal and state law in place today that protects children
11 in America.

12
13 **201.** Day Of The Child has been defiled, and devastated by the actions of the Church Of
14 Scientology, however my resolve to assist any child in need cannot be deterred. It is my most
15 sacred desire that this Declaration and the Declaration of August 9, 1999, with actual exhibits,
16 which clearly demonstrate, and detail, will bring attention by the proper law enforcement
17 agencies to investigate and prosecute these monsters.

18
19 **202.** I while at Berry's home/office, under protection from Moxon and Scientology, prepared and
20 drafted a Declaration that was completed on August 9, 1999. This Declaration is referred to
21 throughout this entire Declaration as the August 9, 1999 Robert J. Cipriano Declaration.

22
23 **203.** On August 11, 1999, I sent a letter to Gary Soter with a copy of my letter to Kendrick
24 Moxon of July 11, 1999 with a **SUBSTITUTION OF COUNSEL AND A NOTICE OF**
25 **DISMISSAL OF COUNSEL** for his signature and return to Berry's office. I reminded Soter
26
27
28

1 that "because of the extensive criminal and fraudulent conflict that has been perpetrated herein,
2 and as a result of the crime-fraud exception to the attorney-client privilege, there can be no
3 attorney-client/attorney work product privilege as between any other client in relation to this or
4 related matters. Accordingly, I insist on the delivery of all communications between
5 representatives of the Church Of Scientology, Mr. Moxon and other relating in any way to the
6 matters herein or plaintiff Graham E. Berry."
7
8

9 **204.**On August 11, 1999, Berry sent Moxon, via fax 213-487-4468, a letter that included
10 enclosures of my **JULY 11, 1999 DECLARATION AND SUBSTITUTION OF ATTORNEY**
11 dated August 11, 1999. Berry requests, "where he may take delivery of each and every piece of
12 paper (with attorney/client, attorney work product or public record" relating to your previous
13 representation of Mr. Cipriano."
14
15

16 **205.**On August 11, 1999 at approximately 8:30 p.m. Moxon repossessed my leased Saturn
17 without notice or my prior consent. Moxon had never even seen or ridden in the car that he told
18 me to select for myself, at his expense, nearly one-year prior. For Moxon to take it the very day
19 he learned of my decision to honor the truth both admitted to the felony and smells of an ill
20 thought desperate act of further witness intimidation. Additionally, upon my taking note that me
21 car was missing, within one hour, a private investigator was stationed immediately outside
22 Berry's home/office with some of my personal belongings in his van. He was returning same to
23 me; however, all of my belongings were not returned.
24
25
26

27 **206.**On August 12, 1999, Berry sent Via Facsimile To All Counsel in the Cipriano v. Cipriano
28 and Related Cases a letter that stated that he was giving Notice that at 8:30 a.m. on August 13,

1 1999, Plaintiff would appear in Department 35 to seek, in addition to an order permitting an
2 excess page brief, as already noticed, orders that requested the following:

3
4 a) Kendrick L. Moxon, Esq. and Gary S. Soter, Esq. immediately turn over all of Cipriano's files
5 and documents;

6
7 b) That all parties and their counsel preserve all documents, materials and other things relating to
8 any of the parties, or their counsel, in these consolidated cases;

9
10 c) An order restraining Kendrick Moxon, Eugene Ingram, the churches and corporations of
11 Scientology, and anyone acting in concert with them from approaching within 50 feet (except in
12 a courtroom), of Robert Cipriano, attempting to communicate with him, other than through
13 counsel designated by him, or in any other was attempting to harass or intimidate him.

14
15 d) These orders are sought, *inter alia* , on the grounds that during the evening of August 11,
16 1999, Eugene Ingram attempted to intimidate Robert Cipriano and an employee of Graham E.
17 Berry, Esq. and Kendrick L. Moxon seized, from outside Graham Berry's home/office, the car
18 Kendrick Moxon had leased in October 1998 and which has been driven at all times by Robert
19 Cipriano since then and, which is material evidence of witness tampering, subornation of perjury,
20 obstruction of justice and other criminal conduct herein, and that Kendrick Moxon has seized
21 other items of evidence from said vehicle and has not returned them to Robert Cipriano - such
22 items potentially being evidence relating to criminal conduct herein; and that Kendrick Moxon,
23 Esq. has advised Graham Berry that he cannot read or understand communications from Robert
24 Cipriano requiring the preservation and immediate turnover of all of Cipriano's files and other
25 documents.
26
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1 **207.**On August 12, 1999, Moxon sent a letter to Berry responding to Berry's letter requesting my
2 files returned. Moxon states *"I am happy to produce Cipriano's client records to him. It is*
3 *unusual to say the least, for you as the opposition attorney and opposition party to demand my*
4 *former client's files, asserting that you know represent Cipriano in the suit you filed against him,*
5 *and from which he was dismissed several months ago. Be that as it may, I require an original,*
6 *notarized letter from Cipriano requesting his files before I copy them and provide them to you or*
7 *to him. The circumstances herein, and my responsibility to ensure that I not deny Cipriano's*
8 *legal rights, certainly warrant protecting me and my firm from giving records to an adversary."*
9

10 **208.**On August 12, 1999, following Moxon's letter to Berry, Berry responded with a letter faxed
11 to Moxon at 213-487-4468, wherein Berry states, *"This letter responds to your letter faxed to my*
12 *office today, which as always, contains many false statements." First, I am delighted that you*
13 *are happy to produce Cipriano's client records to him. I agree that it very unusual foe a lawyer*
14 *such as yourself to all but destroy opposing counsel, such as myself, through blackmail, bribery,*
15 *witness tampering, subornation of perjury, obstruction of justice, false criminal complaints, false*
16 *state bar complaints, abuse of process, bankruptcy court fraud (non-dischargability motion) and*
17 *insurance fraud (\$700,000 settlement demand). Be that as it may, you will receive an original*
18 *notarized letter from Cipriano tomorrow morning, August 13,1999. The circumstances herein*
19 *certainly enrage him, as you will no doubt learn from his forthcoming breach of fiduciary duty*
20 *and professional negligence claims against you. Be that as it also may, such is probably the*
21 *least of your current concerns.*
22

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1 **209.**On August 12, 1999 I filed a **JOINDER AND OPPOSITION OF DEFENDANT**
2 **ROBERT J. CIPRIANO IN SUPPORT OF PLAINTIFF GRAHAM E. BERRY'S**
3 **OPPOSITION TO PETITION TO FIND GRAHAM E. BERRY TO BE A VEXATIOUS**
4 **LITIGANT; REQUEST FOR CONTINUANCE OF HEARING**, in which, I attached as
5 Exhibit A my July 13, 1999 Declaration. I state, *"as set forth in paragraph 3 of my declaration,*
6 *dated July 13, 1999 and attached as Exhibit "A", I am terrified of what Eugene Ingram and*
7 *Kendrick Moxon and other involved with the Church of Scientology may do to me, as soon as*
8 *they are aware of my truthful testimony herein. Accordingly, I have delayed filing this*
9 *opposition and Joinder until more appropriate arrangements can be made for my personal*
10 *security and safety, and my cooperation with law enforcement authorities in connection with*
11 *Defendants and their counsel's criminal conduct as set forth in my declaration. Accordingly, I*
12 *request that the hearing on my former counsel, Moxon's petition to find Graham E. Berry to be a*
13 *vexatious litigant be continued until such time as it can be determined concurrently with*
14 *Plaintiff's soon to be filed motion for an order to show cause re: contempt, as set forth above."*
15

16 **ROBERT J. CIPRIANO Defendant Pro Per.**

17 **210.**I had learned from numerous conversations with Berry, Jane Scott and Scott Mayer between
18 July 11, 1999 and August 12, 1999 that Scientology had retained a lawyer named Chaleff. I was
19 also informed that Chaleff was also the Chairman of the Los Angeles Police Commission. My
20 dilemma now was, if I went to the Los Angeles Police Department, then Chaleff could and
21 would have advance knowledge of my location and access to me. It appears to me that it is
22 another direct conflict of interest.
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1 **211.**On August 12, 1999, Berry filed a **REQUEST FOR JUDGEMENT BY ORAL AND**
2 **WRITTEN STIPULATION**, wherein, we jointly request the "*Court to vacate Plaintiff's earlier*
3 *voluntary dismissal, without prejudice, herein of Defendant Robert J. Cipriano and permit*
4 *Plaintiff and Defendant Robert J. Cipriano to stipulate to judgement orally before the Court.*
5 *The Court is further requested to enter judgement pursuant to the terms of the Mutual Release*
6 *and Settlement Agreement attached hereto as Exhibit "A." The Settlement Agreement, and the*
7 *request herein, is made upon the grounds set forth in the Declaration of Robert J. Cipriano,*
8 *dated August 9, 1999, Exhibits 1-50 thereto, and attached to this C.C.P. 664.6 Request as Exhibit*
9 *"B"*

10 **212.**On August 12, 1999, I filed a **DEFENDANT ROBERT J. CIPRIANO'S NOTICE OF**
11 **SUBSTITUTION OF COUNSEL**, wherein I discharged Kendrick L. Moxon and the Law
12 Offices Of Moxon & Kobrin, and Gary S. Soter and the Law Offices Of Wasserman, Comden &
13 Casselman as my attorneys and substituted myself as Defendant Pro per and requested that all
14 oral and written communications be made to me care of The Law Offices Of Graham E. Berry.

15 **213.**On August 12, 1999, Berry gave notice of his intention to appear on Monday August 16,
16 1999 at 8:30 a.m. for:

- 17 a) an order to show why all of the named defendants and their counsel should not be held in
18 contempt;
19 b) sanctions pursuant to C.C.P. 128.5 and 128.7;
20 c) vacation of all pleadings and papers filed herein by the named defendants and their counsel, as
21 well as any order issued as a result thereof; and
22

1 d) for an order referring this matter to the criminal authorities authorized for possible prosecution
2 against defense counsel.

3
4 **214.**On August 13, 1999, I executed in front of a Notary Public an **AUTHORIZATION FOR**
5 **RELEASE OF CLIENT FILES AND ALL MATERIALS PERTAINING TO ROBERT J.**
6 **CIPRIANO.** This was delivered to Moxon. I still, to this day have not received my files from
7
8 Moxon or Soter.

9 **215.**On August 16, 1999, a letter was fax transmitted to Kendrick L. Moxon by Berry, Re:
10 Continued Possession of Cipriano Files. The letter states that, "*Mr. Cipriano has now delivered*
11 *you an original of the July 11, 1999 letter, a notarized instruction for you to turn over the files,*
12 *and has told you so himself on the telephone. During those telephonic instructions, he told you*
13 *that he wished his files to be ready at 4:30 p.m. on Monday August 16, 1999. Please ensure*
14 *these instructions are complied with.*"

15
16
17 **216.**On August 16, 1999, the Court ordered the following:

18
19 a)The Application for **Ex Parte** relief was not considered.

20 b)The court ordered Graham Berry and Robert J. Cipriano not to make any further **Ex Parte**
21 applications pending the scheduled August 20, 1999 hearing before the court.

22
23 c)The court ordered that all filings in connection with the pending motion and request for **Ex**
24 **Parte** relief must be filed under seal.

25 d)The court ordered the parties and their counsel not to disclose, disseminate or distribute the
26 contents of the pleadings, declarations or exhibits in connection with the pending motion to
27 declare Graham E. Berry a vexatious litigant until further order of the court. All documents
28

1 which concern the merits of the case or the pending motion must be accompanied by requests to
2 seal the record.

3
4 e)All parties and/or counsel who appeared at the August 16, 1999 hearing may apply to the court
5 for a return of costs and attorneys' fees incurred. Graham E. Berry is ordered to show cause why
6 monetary sanctions should not be imposed. The hearing shall proceed on Friday, August 20,
7 1999 commencing at 8:30 a.m. All requests for monetary sanctions shall be filed and served
8 upon Mr. Berry not later than Wednesday August 18, 1999 at 4:30 p.m.

9
10 f)Mr. Berry may file and serve his opposition to the request for sanctions not later than the
11 commencement of the August 20, 1999 hearing.

12
13 **217.**On August 17, 1999, a letter was prepared by Berry and faxed to Hon Janet Reno, United
14 States Attorney General Department Of Justice at 202-514-4371 and addressed to 10th Street and
15 Constitution Avenue N.E. Washington, D.C. 20530. The letter states, *"I have been advised that*
16 *a copy of a Declaration of Robert J. Cipriano was handed to you personally in Los Angeles,*
17 *California on Sunday August 15, 1999. It is also posted to the Internet at*
18 *<http://www.bermanet.com/reference/cipriano.html>. Going to www.deja.news.com and doing a*
19 *complete search of the name Robert Cipriano can see the worldwide horror it has generated.*
20 *The Cipriano Declaration was provided to the Los Angeles office of the FBI on the morning of*
21 *August 11, 1999. It was provided, along with other documents, and a meeting with Mr.*
22 *Cipriano, with FBI agent, David Cloney (310-996-3458 (Violent Crimes). Today I was advised*
23 *that he was forwarding it to the Obstruction of Justice Unit. In the meantime, the Church of*
24 *Scientology, through Kendrick L. Moxon, has seized evidence from outside my home (being the*
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1 *car Mr. Moxon leased for material witness, Robert J. Cipriano), witnesses have been harassed*
2 *and intimidated, a thinly disguised death threat has been received, etc etc etc. The assistance of*
3 *the FBI is desperately needed, along with the Department of Justice, to prevent further Church*
4 *of Scientology witness intimidation, tampering and harassment, and to investigate the serious*
5 *crimes that have occurred here.*

6
7
8 **218.**On August 17, 1999 I filed a **DECLARATION OF GRAHAM E. BERRY** that was
9 submitted in opposition to the Court's reported ruling on August 16, 1999 at 8:30 a.m. as
10 reported to Berry by Gary S. Soter. There had been a number of **Ex Parte** applications filed in
11 my case. Each of those **Ex Parte** applications was heard at the end of the Court calendar
12 generally after 9:30 a.m., and frequently after 10:00 a.m. Berry, having given proper notice of an
13 **Ex Parte** application being filed, traveled from Santa Monica to downtown Los Angeles. He
14 departed at 7:45 a.m. and was delayed in a traffic jam. He arrived at the Courthouse just after
15 8:30 a.m. and then was further delayed by the line outside the newly installed metal detectors,
16 and again delayed in the Clerk's office while paying the **Ex Parte** application fee. Berry arrived
17 at Department 35 between 8:45 a.m. and 8:50 a.m. Counsel on other matters were waiting in the
18 Courtroom.
19

20
21
22 **219.**Berry was advised by the Clerk that **Ex Parte** are heard at 8:30 a.m. that opposing counsel
23 had been and gone, and that the matter had been continued to Friday. Notwithstanding, the **Ex**
24 **Parte** moving papers were filed in the expectation of giving due notice for Wednesday at 8:30
25 a.m.
26

27
28 //

1 **220.**Good grounds existed for it to be granted. Moxon/Soter still refused and failed to comply
2 with my written, notarized and oral instructions to immediately turn over my files. I was rightly
3 concerned as to the preservation of their contents by Moxon, whose principal office is within the
4 Church of Scientology's Office Of Special Affairs.
5

6 **221.**Berry, upon returning to his home/office returned two telephone calls. The first was to Elliot
7 Abelson, who practices principally within the Office of Special Affairs, who told Berry he was
8 calling because he was "worried about him."
9

10 **221.**Second, was from Gary S. Soter, who advised Berry that the Court had ruled that counsel
11 could seek sanctions for his bringing an *Ex Parte* application, that no further *Ex Parte's* were to
12 be filed before Friday, August 19, 1999, and that any papers were to be filed **UNDER SEAL**.
13 Berry told Soter that this was an outrageous breach of his duty to his former client, who was
14 being intimidated, harassed, and denied his files. Furthermore, that I had learned that Moxon
15 had been communicating with a material witness.
16
17

18 **222.**Berry further told Soter, "one of his assistants had received what he perceived to be a death
19 threat the previous evening," that "he was receiving frequent calls with no one on the line. Soter
20 told Berry he was concerned about my statement in my August 9, 1999 Declaration regarding his
21 participation in the events. Berry told Soter that he was unaware, on the basis of what he had
22 been told and seen, that Soter was personally involved in the matters complained of, in contrast
23 to the Moxon & Kobrin, and Paul Hastings' law firms. Berry and I subsequently drew these
24 further developments to the attention of law enforcement parties and the United States
25 Department of Justice.
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1 **223.**Berry told Soter that last year, Mr. Scali, his then law partner, endeavored to file a
2 confidential document before this Court and was told that it did not accept filings under seal.
3
4 The Court confirmed this on the record. When advised by law enforcement that the best
5 protection against intimidation and harassment is "publication" and "high profile," Berry told
6 Soter that it was mind boggling that he was now attempting to sweep these unlawful matters
7 under the carpet. Particularly, when the life of his former client was being threatened in relation
8 to the matters herein.
9

10 **224.**Following Berry's telephone call with Soter, Berry telephoned the clerk of the court and was
11 advised that the Court did not wish to hear these matters before the end of the week and he
12 should call the police.
13

14 **225.**Late in the day on August 17, 1999, and after the Berry/Soter telephone call, Berry received
15 a fax from Soter at Wasserman, Comden & Casselman stating that Soter was "*particularly*
16 *troubled about the accusations which you and Mr. Cipriano have leveled against me and my law*
17 *firm. You and Mr. Cipriano are certainly aware that we represented Mr. Cipriano's interests*
18 *professionally and ethically. Indeed, the recent Declaration of Robert J. Cipriano contains no*
19 *factual statements to the contrary. You acknowledged during our telephone conference that you*
20 *were not aware of any instance of impropriety or professional conduct as it relate to our*
21 *representation of Mr. Cipriano. Yet, paragraph 4 falsely represents that I destroyed Mr.*
22 *Cipriano's personal and professional life and that I am an official or follower of the Church of*
23 *Scientology and their Office of Special Affairs. Neither statement is true and I demand that you*
24 *and Mr. Cipriano immediately retract these defamatory statements.*
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1 **226.**Soter goes on to say in his fax communication, *"With respect to your demand for release of*
2 *Mr. Cipriano's legal files to you, this letter shall memorialize the fact that we have jointly agreed*
3 *that you and Mr. Cipriano will be satisfied if we produce the legal files in Department 35 by*
4 *August 20, 1999. The court will then decide whether to allow you to have access to the files. I*
5 *request that you and Mr. Cipriano immediately withdraw your request for a restraining order*
6 *against me or the law firm. We have not had any communication with Mr. Cipriano since you*
7 *filed your request for voluntary dismissal. No threat has ever been communicated from our*
8 *office, express or implied. Indeed, we have not received any communication from Mr. Cipriano*
9 *since the filing of the dismissal. Since you have instructed us not to contact Mr. Cipriano, we*
10 *cannot even confirm that you are acting pursuant to his instructions. To say the least, your*
11 *stipulation with Mr. Cipriano is highly irregular and, we believe improper. Please advise me by*
12 *Tuesday August 17, 1999 at 4:30 p.m. whether you and Mr. Cipriano will now formally*
13 *withdraw your request for monetary and other sanctions, against Gary S. Soter and Wasserman,*
14 *Comden & Casselman. In the closing portion of this fax communication, Soter goes on to state*
15 *in a P.S. During our conversation, you advised me that you filed Mr. Cipriano's declaration with*
16 *the clerk in Department 35 after the court granted our request for an order sealing the records.*
17 *We therefore demand that you place said documents under seal immediately."*
18

19 **227.**On August 19, 1999 I filed a **NOTICE OF FILING OF STATEMENT OF**
20 **DISQUALIFICATION** with the Superior Court Of The State Of California For The County Of
21 Los Angeles - Honorable Presiding Judge in Department 1. Attention was drawn to the **JOINT**
22 **WRITTEN VERIFIED STATEMENTS OF GRAHAM E. BERRY AND ROBERT**
23

1 **CIPRIANO** to disqualify Hon. Alexander H. Williams, III from any further adjudication in these
2 matters, including hearing the Petition of the Scientology parties to have Berry deemed a
3 Vexatious Litigant. The purpose of these filings, being because it was learned that Bridge
4 Publications, Inc. is one of the corporations that is under the auspices of Church of Scientology
5 International. Moxon works within the Office of Special Affairs of the Church of Scientology
6 International, and regularly appears on its behalf. Judge Alexander Williams, III, disclosed that
7 his fiancé', who may now be his wife, is an interpreter, who regularly provides contract
8 translation services to Bridge Publications, Inc. Judge Williams has also disclosed that his
9 former law clerk, is an employee of the law firm of Paul, Hastings, Janofsky & Walker, the other
10 law firm against which I allege serious misconduct.

11
12 **228.** Further, Berry and I submitted these papers to the presiding judge because of the gravity of
13 the matters set forth therein, the events that have occurred to date, particularly since August 16,
14 1999, threats and intimidation that are currently occurring, the "unusual" judicial orders being
15 made, the disappearance of my opposition papers in the Scientology case pending in Department
16 45 (*Pattinson v. Miscavige* LASC Case No. BC 207364); the existing and increasing
17 involvement of law enforcement in these matters; the public discussion and outcry that is
18 commencing as a result of the public airing of matters occurring herein; and upon the further
19 grounds that in all the circumstances now known to have occurred herein, and to be occurring,
20 Judge Williams' conduct in his rulings on August 16, 1999 offends all notion of fair play, equity,
21 justice, law, decency and judicial standards.

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1 **229.**On August 19, 1999 Berry and I attended at the Los Angeles County Courthouse to file a
2 **JOINT VERIFIED STATEMENT OF DISQUALIFICATION of JUDGE ALEXANDER**

3 **H. WILLIAMS, III.** Upon prior instructions from courthouse management, we first went to
4 Room 109, but were advised that the disqualification papers had to be files in Department 35
5 itself. At approximately 11:00 a.m., we walked into Department 35. The door to Judge's
6 chambers was open, counsel could be observed present in chambers, and the Judge's voice could
7 be heard coming from chambers. Robert Lee, the Bailiff, was at his desk and the usual clerk,
8 Frank, was not there. The only other person in the Courtroom was subsequently identified as the
9 temporary clerk, Dominique Elias. Robert Lee initially said he could not take the papers. Robert
10 Lee started to take the papers. Then he excused himself to go through to the Judge. He returned,
11 the telephone rang and he proceeded to talk in inaudible terms, leading me to conclude he was
12 speaking with opposing counsel on this matter.
13

14 **230.**The Judge's temporary clerk, Dominique Elias, refused to accept the disqualification papers.
15 Berry advised him that some of them had been seen by the United States Attorney General
16 herself, that law enforcement was involved, and we were entitled to file the disqualification
17 papers. Berry pointed out to him that the Court's copy had exhibit tabs, original proofs of service
18 and in all respects complied with the Rules. Upon Berry's insistence, he eventually accepted the
19 filing and wrote underneath the file stamp "On Demand."
20

21 **231.**After ascertaining from Robert Lee and Dominique Elias that the Judge was in chambers and
22 that Dominique Elias was indeed his clerk for the day, at approximately 11:10 a.m., we left
23 Department 35 and proceeded directly to Department 1, where we asked the clerk to receive a
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1 courtesy copy of the Department 35 filing for the presiding judge. Other than saying he did not
2 need the proposed order, the Department 1 clerk politely and efficiently received the documents
3 without further comment.
4

5 **232.**Between 1:10 p.m. and 1:30 p.m. Berry and I faxed the Notice Of Filing of Statement Of
6 Disqualification to Kendrick L. Moxon, Esq., David Chodos, Esq., Michael Terrill, Esq., Gary S.
7 Soter, Esq., and Gerald Chaleff, Esq.,
8

9 **233.**Berry also personally served each of the documents that were filed in the Court (a) **NOTICE**
10 **OF FILING OF STATEMENT OF DISQUALIFICATION; (b) PROPOSED ORDER ON**
11 **DISQUALIFICATION; (c) JOINT VERIFIED STATEMENT OF DISQUALIFICATION**
12 **OF GRAHAM E. BERRY AND ROBERT J. CIPRIANO FOR THE**
13 **DISQUALIFICATION OF THE HON. ALEXANDER H. WILLIAMS, III; (d) EXHIBITS**
14 **"A" TO "C" FILED IN SUPPORT OF JOINT VERIFIED STATEMENT OF ROBERT J.**
15 **CIPRIANO TO DISQUALIFY HON. ALEXANDER H. WILLIAMS, III; and (f) copy of**
16 August 16, 1999 Ex Parte applications filed concurrently with Motion to Disqualify Hon.
17 Alexander H. Williams, III. Berry personally served the papers on Gerald L. Chaleff, Esq., at
18 the offices of Orrick, Harrington & Sutcliff, L.L.P. at 2:30 p.m. upon their thirty-second floor
19 receptionist who confirmed that Mr. Chaleff was one of their attorneys and would receive the

20 documents. Berry personally served the papers on Michael Terrill, Esq. by taking them to the
21 receptionist of the Paul, Hastings, Janofsky and Walker law firm, specifically to the twenty-third
22 floor receptionist, at 2:40 p.m. The receptionist said she would see whether Mr. Terrill wanted to
23 receive the papers or not. Berry told her that he was sorry, but that this was personal service, that
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1 she was the receptionist and that he was serving Mr. Terrill.

2 **234.**At 2:55 p.m. Berry went to the designated offices of Kendrick L. Moxon, Esq., at 3055
3 Wilshire Boulevard, Suite 900, Los Angeles, California 90010. This was identified as the
4 Wilshire Executive Suite, and the receptionist, Ana Bonnila, confirmed that he had an office in
5 that suite, but that she had never seen him, there were no cards up for him in the offices, and she
6 was not authorized to sign anything for Mr. Moxon. She took the papers and I asked her to call
7 Mr. Moxon and tell him that they were there. At 3:27 p.m., Berry went to the offices of Simke
8 Chodos, at 1880 Century Park East, Suite 1511, and served the papers upon a receptionist by the
9 name of Gail. At 4:20 p.m., Berry served the papers at the offices of Wasserman, Comden and
10 Casselman, 5567 Reseda Boulevard, Suite 330, Tarzana, California. The receptionist, who said
11 her name was Melinda, said she would deliver them to Gary S. Soter, Esq. At approximately 4:15
12 p.m. Berry received a message on his cell phone, from his office, that the clerk in Department 35
13 had called and left a message that Judge Williams had "struck" the papers from the Court file and
14 ordered him to be in Court at 8:30 on August 20, 1999.

15 **235.**When Berry returned to his home/office at approximately 5:20 p.m. after personally serving
16 the papers as described, he began receiving an avalanche of telephone calls, resulting from press
17 releases that we knew nothing about. The first call he received was from a wire service.

18 Surprised, Berry asked them to fax a copy of the press release. Berry did not know who the
19 author was. Neither Berry nor I provided any further information to the wire service. Copies of
20 the filing has not been provided to anyone other than Department 35, Department 1 and the
21 persons served with the papers at each of the law firms. The intent was to provide them to law

1 enforcement, which were currently in possession of the August 9, 1999 Cipriano Declaration and
2 certain other documents relating to the matters herein and certain of Defendants' counsel herein.

3
4 The documents were also with the highest levels of the United States Department Of Justice.

5 **236.** The **Ex Parte** application and moving papers were provided to the United States Attorney
6 General (Janet Reno) personal office prior to us receiving receipt of the Court's order prohibiting
7 us from disseminating anything to do with these matters. Upon the record, and in the presence of
8 Moxon and Ava Paquette, the United States Trustee of the Bankruptcy Court was also requested
9 to refer Moxon's conduct in relationship to me, in which Moxon sought to have the Barton and
10 Chait prevailing party cost awards declared non-dischargeable, to the Federal Bureau of
11 Investigation as bankruptcy fraud, along with Moxon's \$700,000 settlement demand.
12

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14 **237.** On August 20, 1999 there was a hearing in Los Angeles Supreme Court where Moxon had
15 petitioned the court to have Berry Declared a Vexatious Litigant. I appeared at this hearing
16 having provided the previous August 9, 1999 Declaration detailing Moxon and Scientology's
17 illegal conduct of suborning perjury, bribery and threats and attempted to advise the court of my
18 situation. I formally opposed Moxon's Motion to have Berry Declared a Vexatious Litigant by
19 my own attorney, and I was refused the opportunity to bring forth this evidence.
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22 **238.** Judge Williams also refused to allow me to address the Court regarding the motion that had
23 been filed, and that he was refusing to hear, a motion to have Moxon ordered to return my files
24 that he had so far refused to do and still, to this date, has not returned.. I near as I could tell,
25 having been in many courtrooms myself in my prior work as a litigation paralegal, this was a
26 "kangaroo court" before which Berry did not have a chance of a fair and unprejudiced hearing.
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1 Judge Williams also stunned me by declaring that he thought he had seen my [August 9, 1999]
2 declaration but that it was "irrelevant", that he was in his final term on the bench, that he did not
3 have to face the voters again and that he could behave like a "federal judge" while sitting in the
4 state court.
5

6 **239.** Thereafter, Berry was found to be a Vexatious Litigant and has been professionally harmed
7 in the legal field.
8

9 **240.** On September 3, 1999, Berry received the following from, The Court Of Appeal Of The
10 State Of California Second Appellate District Division Seven in the matter of Graham E. Berry,
11 Petitioner, vs. Superior Court Of the State Of California For The County Of Los Angeles,
12 Respondent Robert J. Cipriano et al., Real Parties In Interest, the Court has read and considered
13 the perdition for writ of mandate filed herein August 30, 1999. The petition is denied.
14
15

16 **241.** I note, that Judge Alexander Williams, III has stated in Proceeding Transcript dated,
17 Thursday August 3, 1998 in the matter of Graham E. Berry v. Glenn Barton that (page 26 lines
18 14-28 and 27 lines 1-4) "*I am a passionate believer in the First Amendment, and I've been its*
19 *victim as much as I have been its champion. But I believe that what happens in the public realm*
20 *should be in the public realm. There's no question that there's great capacity for harm in such*
21 *publicity. Indeed, that's the graveman of the Defendant's lawsuit here, is defamation and*
22 *associated complaints. I don't think I legally can nor would I be philosophically inclined to*
23 *make any order about discussing publicity that which goes on here. I'm one of the few judges in*
24 *California who still believes in cameras in court. I don't think the shoot the messenger. You*
25 *make the message right. I will not, as I mentioned earlier, be at all inclined to seal anything that*
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1 *is read on the record here. I do urge everyone to remember that the difference between what you*
2 *can do and what you choose to do is called judgement. I find it highly irregular that this Judge*
3 *Alexander Williams, III. would feel so passionately about Free Speech and publicity and then*
4 *Seal the records in Berry v. Cipriano, when it came to a possible conspiracy which alleges most*
5 *of the Defendant's in the related cases of Berry v. Barton and Berry v. Miscavige and his possible*
6 *participation either directly or indirectly.*

9 **242. On August 20, 1999 I executed a MUTUAL RELEASE AND SETTLEMENT**

10 **AGREEMENT** between Graham E. Berry and myself. The Agreement stated the following:

11 **INTENT OF THE PARTIES.** It is the intent of the parties hereto that Robert J. Cipriano correct
12 the record herein, and do all such things to make amends to Plaintiff, to expressly apologize to
13 Plaintiff and to try and remedy the irreparable damage to Plaintiff's reputation, career and life,
14 that Robert J. Cipriano's involuntary participation in the matters giving rise to this litigation has
15 caused. In exchange therefore, Plaintiff accepts the apology and amends of Robert J. Cipriano
16 and agrees not to execute this Stipulated Judgment on Robert J. Cipriano and executes the mutual
17 general releases contained herein. Accordingly, it is the intent of the parties hereto, that this
18 Agreement is to terminate all litigation and claims that may exist between them, as of the date
19 hereof, and in relation to those matters giving rise to this litigation.

20 **(a) CONSIDERATION** Defendant Cipriano stipulates to the entry of judgment against him
21 herein, in the amount of ONE HUNDRED AND TWENTY MILLION DOLLARS

22 (\$120,000,000). The aforesaid sum of \$120,000,000 is calculated as follows: In the cases of

23 **Christofferson v. Church of Scientology** and **Wollersheim v. Church of Scientology**, the trial

juries returned verdicts in the amount of \$39 million dollars and \$30 million dollars respectively in connection with covert operations of the Church of Scientology, including by not limited to the application of its "fair game" practices and policies against critics and lawyers adversely engaged in litigation against it. Notwithstanding such unmitigated jury condemnation of the "fair game policies and practices" of the Church of Scientology, it continues to use them and has used them against Plaintiff herein and in connection with cases and complaints filed before other courts and regulatory authorities.. Accordingly, Defendant Robert J. Cipriano stipulates that a judgment in similar amount, in favor of Plaintiff, would be appropriate, together with punitive damages of three times that amount, aggregating approximately \$120 million dollars without any adjustment for inflation since the Christofferson (1979) and Wollersheim (1986) judgments. Plaintiff shall file a Motion for Good Faith Settlement Determination (C.C.P. 877.6) concerning the settlement herein.

(b)DISMISSAL OF ALL CLAIMS Plaintiff agrees to dismiss with prejudice, any and all claims against Defendant Robert J. Cipriano (Berry v. Cipriano (LASC No. BC 184355), arising from his involvement concerning this litigation, and Defendant Cipriano agrees to forego any counter-claims against Plaintiff, as a full and complete settlement of all claims of the parties hereto known or unknown, and as full consideration for release as set forth below.

(c)RELEASE OF DEFENDANT ROBERT J. CIPRIANO In consideration of the promises and agreements contained herein, Plaintiff, for himself, his heirs, personal representatives, successors, assignees, and transferees, fully and forever releases and further discharges Defendant Robert J. Cipriano and his successors, heirs, assignees and transferees, from any and

1 all cause or causes of action, suits, claims, demands, obligations, liabilities, damages, liens,
2 contracts, agreements, promises, losses, costs, sanctions, or expenses, of any nature, whatsoever,
3 whether known or unknown, whether fixed or contingent, whether at law or in equity, arising out
4 of or in any way connected or related to, all claims or actions arising out of the matters giving
5 rise to this litigation. This release shall be effective forthwith.
6

7
8 (d)WAIVER OF CIVIL CODE SECTION 1542. Each of the parties hereto do expressly waive
9 the provisions of Section 1542 of the California **Civil Code**, which states the following: A
10 general release does not extend to claims which a creditor does not know or suspect to exist in
11 his favor at the time of executing the release, which if known by him must have materially
12 affected his settlement with the Debtor.
13
14

15 (e)NON-RELEASE OF DEFENDANT'S AGENTS. Plaintiff, and Defendant Robert J.
16 Cipriano, do not intend, or agree, that the mutual general releases contained herein, extend to
17 anyone other than Plaintiff and Defendant Robert J. Cipriano personally. Accordingly, it is the
18 express intent of the parties hereto that this Agreement not release, or dismiss any claims of any
19 nature whatsoever, that either Plaintiff or Defendant Robert J. Cipriano may have against any
20 other persons, or entities, including but not limited to, the law firms of Bowles & Moxon, Moxon
21 & Kobrin, Wasserman, Comden & Casselman, Paul, Hastings, Janofsky and Walker, Eugene
22 Ingram, Timothy Bowles, Kendrick L. Moxon, Helena Kobrin, Gary Soter, Samuel D. Rosen,
23 Barbara A. Reeves, Michael Terrill, Isadore Chait, Glenn Barton, Michael Rinder and David
24 Miscavige.
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Declaration of Robert J.Cipriano .

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1 (f) COVENANT NOT TO EXECUTE. Plaintiff hereby agrees, represents, warrants and
2 covenants that he will not execute the judgment stipulated to herein against Defendant Robert J.
3 Cipriano .
4

5 **243.** On or about **August 2, 1999**, I had been pushed to my emotional and physical limits with the
6 facts that no matter what remedies that were being sought, I was now totally subject to the full
7 wrath of Moxon and Scientology. Law Enforcement, and all other avenues had been exhausted
8 and I was still unguarded. What I believed to be justice was totally shattered. In total fear of
9 Scientology, I concluded that I better align myself back with Moxon for physical protection.
10 Foolishly, I contacted Moxon at home and told him where I was and to arrange for me to be
11 picked up. At this point, Berry and his friend and assistant Jane Scott attempted to talk me out of
12 leaving, stating "Scientology is going to kill you, you are going to be set up, you will never be
13 found alive again." This enraged and frightened me even further. I proceeded to attempt to
14 unlock the door at Berry's condo and head down toward the street. Berry followed with Jane
15 Scott. As I reached the front door of Berry's building the Santa Monica police were coming up
16 the sidewalk. I learned later that Berry had called the police in the interim. I explained to the
17 police my concerns and demanded that I be allowed to leave. At this point Scott Mayer came
18 down the stairs to where the police, Jane and Berry and I were standing with two hard wood
19 sticks, he used a self-defense weapons. I still do not know if he was intending to utilize the
20 weapons to restrain me or to fight off any unwanted attacks. Berry, Jane Scott and the police
21 told him to return upstairs with the weapons. The police advised Berry that he could not detain
22 me, and I left via a cab. I immediately went to my friend's home in Marina Del Rey and
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1 contacted Moxon. Moxon made arrangements with a private investigator to immediately pick
2 me up in Marina Del Rey and hide me in a hotel at LAX airport. I was told that I would be
3 flown out first thing in the morning (Sunday), after I met with an old attorney on Wilshire
4 Boulevard, who would make everything all right.

6 **244.**I awoke early Sunday morning, absolutely devastated emotionally and completely confused
7 as to who was on my side and who was against me. I called Berry at home and gave him my
8 location. Berry said stay by the phone; I would receive a call from a lawyer that Berry worked
9 with named Raymond, who I had met before. Ray called and stayed on the phone with me for
10 approximately 45 minutes, talking me down and keeping me calm. While Ray was on the phone
11 Moxon's private investigator, Edwin Richardson, started knocking on the door insistently.
12 Richardson started slamming the door and yelling for me to open the door. As Richardson was
13 slamming on the door, which Ray, being on the phone with me could hear, Berry and Jane Scott
14 arrived. Richardson returned to his car and Berry removed me from the hotel and ushered me to
15 Berry's jeep. I noticed that Richardson was on a cell phone in his car as we pulled out and
16 returned to Berry's home.

21 **245.**Later that day, I was relocated to Ray's home in the mid-Wilshire District where I passed out
22 for almost two days from exhaustion. Approximately three days after arriving at Ray's home, I
23 was relocated to a one-bedroom pool house in Reseda, California owned by Jacque Howlett and
24 Sandt Litchfield, friends of Berry.

27 **246.**On September 3, 1999, Berry, once again wrote Soter requesting the recovery of my files.
28 Additionally, Berry wrote Moxon requesting recovery of my files. Both letters were faxed.

1 **247.**On September 7, 1999, Soter responded with a facsimile letter that stated, *"We expressly*
2 *agreed to allow Judge Williams decide whether the files should be released to you. In*
3 *accordance with our agreement, we delivered the files to the courtroom prior to the hearing.*
4 *The files were returned to us after the hearing. We have no means of verifying that you actually*
5 *speak for Mr. Cipriano given your inconsistent statements on this issue, your demand that we not*
6 *communicate with Mr. Cipriano and the implied threats to sue us if we comply with your*
7 *instructions. You cannot ethically represent Mr. Cipriano and it would be unethical for us to*
8 *play a willing part in an ethical violation. We suggest that the matter be resolved by Judge*
9 *Williams or by the State Bar. If Mr. Cipriano is not satisfied with this response, I request that he*
10 *contact us personally."*
11

12 **248.**On September 7, 1999 Berry sent a letter to Commander McMurray of the Los Angeles
13 Police Department and Hon. William "Bill" Lockyer, Attorney General State Of California,
14 requesting law enforcement intervention, stating *"because of the activities directed at Cipriano,*
15 *which leads him to be in fear for his physical safety, it is urgent that law enforcement intervenes*
16 *immediately to protect Cipriano and his evidence, and that of other persons involved."*
17

18 **249.**On September 20, 1999 Berry filed a NOTICE OF APPEAL from the Order of Alexander H.
19 Williams, III entered on August 20, 1999 declaring him to be a vexatious litigant upon the
20 motion of Defendants Church of Scientology International, Glenn Barton, Isadore Chait and
21 David Chodos, Esq., appearing upon his own behalf without notice, motion or Joinder.
22

23 **250.**On September 26, 1999, I drafted and executed another Declaration which stated in further
24 detail, and with an Exhibit which was an actual transcript of a taped conversation by and
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1 between Moxon and myself, how the Church, Moxon and Ingram committed an unlawful fair
2 game and dead agenting attack on Berry.

3
4 **251.**On or about October 1, 1999 Scott Mayer traveled from Virginia to Reseda, California and
5 moved in my guesthouse. During his stay he abused alcohol daily and informed me of numerous
6 activities that he conducted when he was a Captain in Scientology under L. Ron Hubbard. He
7 told me that he was sent around the world to assassinate people in what he or they called "death
8 squads". This frightened me as it further convinced me of just how low Scientology could go.
9
10 Further, that he I was their new enemy, my life was not worth a nickel.

11
12 **252.**On or about October 10, 1999, Berry visited me in Reseda and served me with papers that
13 indicated that I needed to testify (deposition) in Hurtado v. Berry. This enraged me even further,
14 and I decided to throw away all evidence that I had against Moxon, Ingram. I went through all
15 my files throwing out everything that related to Scientology, my case and Berry. I decided to
16 leave Los Angeles forever. With no evidence nobody would bother me again. I sold my
17 expensive Movado watch and gold cross at a pawnshop for \$45.00 to take a bus back to Palm
18 Springs, where my friend, Dawn Rene Oates was waiting for me. I had Jacques Howlett, drive
19 me to the bus station and drop me off. Thereafter I arrived in Palm Springs some six hours later
20 and moved into an apartment with Ms. Oates.

21
22 **253.**I learned that in the December 18-22, 1999 that a front-page cover story was published in
23 New Times publication **DOUBLE CROSSED**. In the headline read *The Church Of*
24 *Scientology Has A Reputation Of Ruthlessly Going After Its Enemies, Robert Cipriano Claims*
25 *That They Rewarded Him To Do Just That...Now He Has Turned On Them.* In this article,
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1 the reporter Tony Ortega, detailed some of the facts relating to my relationship with Scientology
2 and Moxon/Ingram. However, the tone of the article was very negative as it referred to me. The
3 reporter interviews Moxon, Berry and other's related to the issues of this Declaration and the
4 August 9, 1999 Cipriano Declaration. In the end of the article an attorney is quoted as saying
5 *"The Cipriano declaration is a potentially fatal stab to the heart of Scientology, but, in the*
6 *hands of Graham Berry, I wonder if it will be used as effectively as it could be."*
7

8
9 **254.**On or about December 23, 1999, Moxon showed up at my new employment in Palm
10 Springs. He asked me to join him at an outside café nearby. He started out by telling me that I
11 was being recorded by a surveillance van with video cameras. This frightened me because I
12 knew that Moxon and Scientology were extremely upset that I decided to come forward and tell
13 the truth. He said that there was an operative watching everything. Moxon opened a briefcase
14 and handed me two documents he wrote, or had written, demanding that I never sue Scientology,
15 himself or anyone else for their legal malpractice and actions. I refused to sign either one and
16 Moxon. Moxon said that he would give me \$800.00 dollars to bribe me into signing their
17 untruthful documents. As I was just starting out with nothing as a result of all of they're threats,
18 intimidation and game playing; I desperately needed the money for rent and food. I accepted the
19 funds and Moxon left. I felt that this might be the end of all of the threats and intimidation. I
20 just wanted all of this to end and attempt to return to a normal life.
21

22
23 **255.**In early April, 2000 I contacted Berry from Palm Springs and advised him that strange
24 people were around my building and I believed that Scientology was after me again. Berry
25 offered to drive down to Palm Springs and pick me up to drive back to Los Angeles to meet with
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1 his attorney, Edith Matthai, and the Los Angeles District Attorney's office. We arranged to meet
2 the next afternoon at 2:00 p.m. at a public place. That evening, I was falsely arrested for on a
3 domestic violence charge and was incarcerated for 12 days. Therefore, I was not able to meet
4 with Berry. Upon return to my home, I questioned Dawn Rene Oates regarding what had
5 happened while I was away and she informed me that she has spoken with Berry, and Moxon
6 and they "hated me" and wanted nothing to do with me. Finding this hard to believe, I contacted
7 Berry and he said he had not spoken with Dawn Rene Oates. I called Moxon, and he stated, he
8 had not spoken to Dawn Rene Oates, however he said "I did received a phone call message from
9 an Art Cassin from Pennsylvania who was making an inquiry regarding you."

13 **256.** Berry informed me that there was a hearing regarding my files personal and Day Of The
14 Child files that were being held by Berry and Berry's counsel as evidence against Moxon, Ingram
15 *et al*, and that the Judge had not ruled on the matter. Moxon told me that the hearing was held
16 and that the Judge denied the motion to refuse to return my files to my possession. As usual, I
17 was getting conflicting reports as to my belongings, my welfare and activities involving me.
18 According to Dawn Rene Oates, while I was incarcerated Ingram and numerous others have been
19 to my new home, which I rented with the \$800.00 and have attempted to intimidate us. Although
20 my girlfriend has not met Ingram, she describes him in detail.

24 **257.** I then re-contacted Berry and said that I still wanted to come to Los Angeles, have my
25 deposition taken, and to meet with law enforcement authorities regarding the matters I have
26 testified to in my August 9, 1999, and September 26, 1999, declarations. I told Berry that I had
27 several requirements; First, I was so terrified of what Moxon and Ingram would try to do to me
28

1 that I had to leave Palm Springs when notice of my deposition was given. Second, I wanted my
2 girlfriend to be with me while I was out of Palm Springs, for safety purposes and to help me
3 prepare my self mentally and emotionally to testify at deposition about the matters set forth in
4 my August 9, 1999, and September 26, 1999, declarations. Third, that I did not have the money
5 to travel to Los Angeles, or anywhere else, and stay for the approximately 12 days before and
6 during my deposition.
7

8
9 **258.** During several telephone conversations in late May 2000, Berry told me that he understood
10 that his insurance carrier would not pay for my accommodation costs in connection with my
11 deposition in the *Hurtado v. Berry* case. Berry told me that, under the circumstances, I could not
12 stay at his apartment, but that he would pay for the travel, accommodations and some food
13 expenses associated with my being subpoenaed and traveling to Los Angeles to give my
14 testimony in the *Hurtado v. Berry* case. I intend to testify, among other things, as to how I
15 helped Moxon and Ingram locate Anthony Apodaca to give testimony against Berry. Berry said
16 it would be very frugal and basic accommodations. Berry wired \$50.00 through Western Union
17 for two Greyhound bus tickets from Palm Springs, California to Los Angeles. Dawn Rene and I
18 arrived in Los Angeles, where Berry was waiting at the bus depot.
19

20 **259.** He drove us to a small motel in Malibu, California called the Topanga Ranch Motel, where
21 he proceeded to pay for ten days of lodging at a weekly room rate of approx.\$400.00. Berry
22 also bought one dinner at Norm's Diner valued at approximately \$15.00 and an additional \$65.00
23 total for 10 days' of groceries.
24

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1 **260.**My deposition was scheduled to be taken on Monday June 12, 2000, at the Robie & Matthai
2 law offices, which represent Berry in the *Hurtado v. Berry* case. I was advised by Kim Sellers,
3 Esq., who was to take my deposition, that Moxon's office had made an unsuccessful *ex parte*
4 application to prevent my deposition from going forward, but that the judge had ordered it to go
5 forward without limitation as to its scope.
6

7
8 **261.**My deposition commenced at approximately 10.45 A.M. on June 12, 2000. We took a brief
9 break and then another brief break at about 11:30 A.M. Ava Paquette of the Moxon & Kobrin
10 law firm represented Hurtado. During the approximately 30 minutes of actual deposition time,
11 Sellers had me identify about four documents I had previously signed, including two
12 declarations. I testified that the signature on my retainer agreement with Moxon was not mine,
13 although the terms were accurate. I testified that Moxon had not charged me any money at all
14 for his representation of me in the *Berry v. Cipriano* case and that he had paid for the separate
15 representation of me by Gary Soter, Esq. I agreed that all of my files in the custody of Berry's
16 attorney could be photocopied and held by them and for use by Berry. I also testified that the
17 only legal representation Berry had ever provided me was for the sole purpose of requesting and
18 trying to obtain a court order that Moxon return my files, papers and valuable stock certificates
19 and other securities. Those requests were made during mid to late August 1999.
20

21 **262.**Shortly before we took a break at about 11:30 A.M., I expressly waived the attorney client
22 privilege between myself and Moxon, and the Moxon & Kobrin law firm, except to the extent
23 that I am entitled (potentially along with Moxon) to claim a Fifth Amendment privilege against
24 self-incrimination (but not as to the matters already testified to). I hereby also waive the
25
26
27
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1 attorney client privilege with regard to Soter, and the Wasserman, Comden & Casselman law
2 firm. I again, requested both Moxon and Soter to deliver to me all of my client files and
3 documents, in tape-sealed boxes, to me care of Edith Matthai, Esq., of Robie & Matthai.
4

5 **263.**The deposition resumed at approximately 11:40 A.M. To the best of my recollection, there
6 had been no problems at the deposition and Ms. Paquette had made only one objection, which
7 was a continuing objection as to relevancy. Ms. Paquette put Moxon on a conference call
8 telephone. Moxon said he was in Florida and was going to participate by telephone. He then
9 said he was suspending the deposition. Sellers was outraged. She said he had given ten days
10 notice, his law partner was there and the judge had denied his *ex parte* application and ordered
11 the deposition to go forward without limitation. Sellers gave Moxon notice of an *ex parte*
12 motion to allow the deposition to proceed and to award sanctions for what he had just done.
13
14

15
16 **264.**I believe that Moxon terminated my deposition in order to prevent Berry from being able to
17 give a transcript of my testimony to the court which is hearing his Rule 60(b) motion in the
18 *Pattinson* case.
19

20 **265.**In late June 2000, I contacted Roy Webb in Anaheim and informed him that I needed to
21 return to work to earn a living. He drove to Palm Springs, picked me up and returned me to
22 Anaheim, California. I began working for Webb in a company called Dedicated Security. I
23 learned that Scott Mayer was also working at Webb's office. Mayer and I moved into one of
24 Webb's houses and I worked 13-18 hours a day for two weeks to get this new company off the
25 ground. I learned that Webb and Mayer were in contact with Moxon and Berry and had recently
26 attempted to extort \$2500.00 from either/or Moxon/Berry in exchange for data as to my
27
28

1 whereabouts. From what I understand, both parties refused to become involved in the extortion
2 attempt. Upon learning this information, I called Berry and requested that he pick-up Dawn
3 Rene and I at a hotel in Anaheim and transport us to his condo for safekeeping. Dawn Rene
4 stayed approximately 1 week at Berry's condo and elected to return to Palm Springs to be with
5 Art Cassin, leaving me with Berry at his condo.
6
7

8 **266.**As of August 6, 2000, I am prepared to attend my Deposition on August 7, 2000, in
9 *Hurtado v Berry* and have written this Declaration in preparation of same.
10

11 **267.**But for the conduct, threats, bribery and promises of Moxon and Ingram, I would not have
12 signed the original declaration in May, 1994 or participated in any of the atrocities Moxon and
13 Ingram and others engaged in against Berry.
14

15 **268.**In plain words, I did not go to them. They came to me and commenced the most hateful
16 attack on me in order to professionally and personally destroy Berry. Moxon and Ingram have
17 destroyed my life starting in 5/5/94 and escalated thereafter to this day. I no longer can maintain
18 gainful employment. I cannot have my personal belongings returned, which included several
19 hundred thousand in stock in an unrelated company. Due to the continued fear for my safety and
20 well-being, my mental and physical self have deteriorated to such a point that I have lost all my
21 self-worth. And I can no longer financially or professional exist as part of society in a successful
22 manner.
23
24

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1 **269.** In conclusion, the following represents a review of the events:

2 **(a)** The statements in the May 5, 1994 Declaration were wholly fabricated by Ingram to destroy
3 Berry's professional and personal life;

4 **(b)** I was intimidated, threatened and coerced into signing the May 5, 1994 Declaration;

5 **(c)** The May 5, 1994 Declaration was posted on the Internet by other individuals causing both
6 Berry and me serious harm;

7 **(d)** I was sued by Berry for the statements in the May 5, 1994 Declaration;

8 **(e)** I was approached by Moxon to have him represent me in defending myself in the Berry v.
9 Cipriano case;

10 **(f)** Moxon provided legal defense at no cost whatsoever to me;

11 **(g)** Moxon retained Gary Soter, Esq. at no cost whatsoever to me;

12 **(h)** Moxon paid me thousands of dollars to lie about Berry and the statements in the May 5,
13 1994 Declaration;

14 **(i)** I wanted to settle with Berry at the very beginning and was instructed by Moxon not to,
15 against my wishes;

16 **(j)** Moxon never discussed or advised me of his participation as a witness or defendant in *Berry*
17 *v Cipriano*, or any other related litigation between Berry and Moxon;

18 **(k)** Moxon never disclosed that he was representing Isadore Chait , the Church Of Scientology
19 International, and other defendants, in the related *Berry v. Barton* and *Miscavige* cases;

20 **(l)** Moxon never disclosed that the interests of himself and his other clients might/did conflict
21 with his representation of me;

- 1 (m) Moxon accepted compensation for his representation of me from someone other than me;
2 (n) Moxon paid my personal and business expenses in order to have me perjure myself and lie
3 regarding Berry;
4
5 (o) Moxon counseled me to testify untruthfully;
6 (p) Rosen counseled me to testify untruthfully;
7
8 (q) Moxon concealed my location from Berry to prevent me from testifying truthfully;
9
10 (r) Moxon's sole intention was to embarrass, delay and burden Berry in the *Berry v Cipriano*
11 litigation;
12 (s) Moxon's representation of me was secondary to his representation of Scientology and the
13 various other Scientologist individuals;
14
15 (t) Moxon used me to locate Anthony Apodaca to suborn perjury for use in the *Berry* and
16 *Hurtado* cases;
17
18 (u) Moxon and Soter engaged in direct conflicting representation of my interests by not
19 complying with, and supporting my opposition to their Petition To Declare Berry A
20 Vexatious Litigant on August 20, 1999 and the *Ex Parte* Application on August 16, 1999;
21
22 (v) Moxon and Soter refuse and failed to return my files and valuable securities since being
23 requested to do so in mid August 1999;
24
25 (w) Moxon and Ingram told me that they expected their activities against Berry would cause him
26 to destroy himself and his client's cases;
27
28 (x) Moxon and Ingram told me that this was a straight out "fair game" attack on Berry as part of
a bigger plan to destroy him and his credibility;

1 (y) In Moxon or Soter's representation it was never disclosed to me, or discussed in any manner
2 , that Moxon was a likely percipient witness in the *Berry vs. Cipriano* litigation , was a likely
3 defendant in the *Berry vs. Cipriano* or related *Barton/Miscavige* litigation ,was later listed as a
4 defendant in the *Berry vs. Cipriano/Barton and Miscavige* litigation ,was representing other
5 parties (Chait , the Church Of Scientology Intl. and others) in the related *Berry vs. Barton* and
6 *Miscavige* cases;
7

8 (z) That the interests of himself and his other clients may conflict with his representation of me;
9

10 (aa) That I should seek independent counsel.
11

12 **270.** The effect of the aforementioned activities leads me to believe that the following was and is
13 a true and accurate factual description of what was really going on:
14

15 (a) Moxon and the Church hired Ingram to get perjury from me. Moxon and Ingram were
16 already on notice of Berry's intention to sue them for conducting their "investigation" of him;
17

18 (b) By 1997 I was appalled and being damaged by the worldwide publicity my declaration
19 regarding Berry had generated. I had been told it was for use in a confidential investigation;

20 (c) In 1998 Moxon and Ingram got a copy of the draft *Berry v. Cipriano* complaint and went to
21 me. They solicited my representation and continued perjury. Moxon did not disclose his
22 relationship with the Church before signing me up;
23

24 (d) Moxon did not advise me that Moxon and Ingram were not only percipient witnesses but also
25 likely defendants. They did not advise me that they had given my Declaration to *Barton* and the
26 Church (*Miscavige*), which had published it, and still publishes it, causing both Berry and me
27 continuing damage.
28

1 (e) That as a result of Berry suing me, I had potential cross-complaints against Ingram, Moxon &
2 Kobrin, Barton (and all of the *Barton* defendants), Miscavige and all of the *Miscavige*
3 defendants;
4

5 (f) Indeed, I was never told I had rights of direct suit against the *Barton* and *Miscavige*
6 defendants;
7

8 (g) Accordingly, undisclosed and unwaived (if waivable at all) conflicts existed between me,
9 Ingram, Moxon & Kobrin and Moxon's other client's including Barton, Chait, Casselman,
10 Jentzch and the Church of Scientology International;
11

12 (h) When my co-defendants Krim and AMFAR (who later paid \$75,000 to settle out of the my
13 case) cross-complained for indemnity against me, Moxon and Soter did not advise me of this and
14 represented me, and answered for me, without me ever knowing until late July, 2000;
15

16 (i) Moxon and Soter responded to Berry's interrogatories and document requests, discussed the
17 withholding of documents and responsive information (without telling me why it was being
18 discussed), had me sign verifications to discovery responses which were never shown to me. As
19 a result, my mental health records were never disclosed or produced;
20

21 (j) Similarly, they obtained my verification to my Answer without ever discussing my responses
22 to each allegation or showing me the answer and affirmative defenses;
23

24 (k) They kept me ignorant of all filings and developments in the case;
25

26 (l) I was enlisted to locate a street kid who would testify against Berry in the Hurtado case, and
27 through the LA Youth Services Center and Day of the Child, Anthony Apodaca was pressured
28 into falsely identifying Berry as a pedophile. At the same time Hurtado was enlisted to also file a

1 perjurious verified complaint against Berry;

2 (m) When Moxon, Soter, Paul Hastings, *et al.* drove Berry into dismissal with an avalanche of
3 abusive discovery (on the eve of the Civil Code Section 1714.10 motion being filed to add
4 Moxon and Abelson as defendants), Moxon misrepresented the fact that the dismissal was
5 “without prejudice.”
6

7
8 (n) Then they proceeded to Petition to have Berry deemed a vexatious litigant for filing the *Berry*
9 *v. Cipriano, Barton and Miscavige* law suits without consulting with me.

10
11 271. When I filed my own opposition to the vexatious litigant petition being prosecuted by my
12 own attorney (and Gerry Chaleff, Esq.), Moxon and Soter opposed it and prevailed upon the
13 judge to refuse to let me be heard. Chaleff, the Chairman of the Los Angeles Police
14 Commission, had never appeared in any matter against Berry before. He appeared only for the
15 vexatious litigant petition.
16

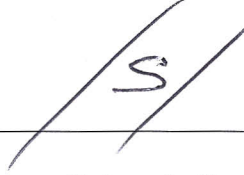
17 272. The judge also denied the joint disqualification petition of Berry and I (based on the Judges
18 fiancée working for the defendant Church of Scientology). “*I am in my last term. I do not have to*
19 *face the voters again. I can do what I like. I am like a Federal judge on the State Court Bench.*”
20

21 273. I have gone through a great many changes since this series of events commenced. I can
22 only say that it is with my faith in God that I have the strength to come forward and truthfully
23 disclose these matters. In order for me to proceed with my life in a manner that is honest and
24 truthful, I needed to write this Declaration. I simply cannot sit quiet when Berry's life has been
25 all but destroyed, and my life has been seriously damaged. It is my hope that this detailed
26 account of the events will bring the proper light to this organization and the proper judicial
27
28

1 attention where applicable.

2 I declare under penalty of perjury, according to the laws of the United States and the State of
3 California , that the foregoing is true and correct.
4

5 Executed this 6th day of August 2000 at Los Angeles, California.

6
7 
8

9 Robert J. Cipriano
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