

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

MARGERY WAKEFIELD)

Plaintiff)

vs.)

CASE NO. 82-1313-Civ-T-10

THE CHURCH OF SCIENTOLOGY)
OF CALIFORNIA a/k/a THE)
CHURCH OF SCIENTOLOGY OF)
CALIFORNIA, INC.)

Defendant)

SETTLEMENT AGREEMENT

Plaintiff, MARGERY WAKEFIELD (hereinafter referred to as "Plaintiff"), and THE CHURCH OF SCIENTOLOGY OF CALIFORNIA, INC., (hereinafter referred to as the "Church"), hereby agree to settle all claims of Plaintiff and the Church against each other, including, but not limited to, those claims identified in the above-styled action, on the following terms and conditions:

1. It is understood by all parties to this Agreement that the settlement referred to herein is a compromise of doubtful and disputed claims, and that it is not intended to be, or construed as, in any form or fashion, an admission of liability by either Plaintiff or the Church, but is made in the full settlement and compromise of disputed claims which Plaintiff and the Church have against each other, and for which Plaintiff and the Church have denied, and still deny, liability. Moreover, the parties herein agree that liability for any claims, of any nature, which the Plaintiff and the Church have, or may have, against each other is expressly denied, and this settlement shall never be treated as an admission of liability, or responsibility, at any time, for any

purpose.

2. On execution of this Agreement, Plaintiff and the Church will execute a Mutual Release, an unexecuted copy of the original of which is attached hereto, and made a part hereof, as Exhibit " 1 " .

3. On execution of this Agreement, the Church will remit to Plaintiff the sum of Two Hundred Twenty Thousand Dollars (\$220,000.00) and release any claim or interest in those certain funds provided to the Plaintiff by the Church in July, 1981, maintained in escrow by Plaintiffs counsel, which approximate Twenty Thousand Dollars (\$20,000.00), with accumulated interest.

4. On execution of this Agreement, Plaintiff and the Church, through counsel, will execute a Joint Motion and Stipulation of Voluntary Dismissal, an unexecuted copy of the original of which is attached hereto, and made a part hereof, as Exhibit "2".

5. The Plaintiff and the Church hereby promise and agree, for the valuable considerations recited herein, to perform and comply with each and every term, condition, provision and undertaking contained in the transcript of hi camera proceedings of July 11, 1986, a copy of which is attached hereto as Exhibit "3". By this reference the parties incorporate into this Settlement Agreement the said transcript in its entirety.

6. Within ten (10) days after the execution of this Agreement, Plaintiff and plaintiffs counsel, and the Church, and its counsel, shall execute, and exchange, affidavits of compliance attesting to the fact that they have complied with the terms and conditions of this Settlement Agreement pertaining to the delivery to each other of all documents which, by the terms of this Settlement Agreement, each party and their counsel is obligated to turn over to the other. The parties and their counsel agree that the form of the affidavit of compliance shall be that of the form attached hereto as Exhibit "4".

7. All parties to this Agreement and their counsel shall maintain in strict confidence the terms and conditions expressed herein, and will not disclose, in any form or fashion, either directly or indirectly, to any person or entity any term or condition contained herein, or any term or condition reflected in the Release to be executed by the parties, an unexecuted copy of which is attached hereto, and made a part hereof, as Exhibit "1". However, nothing herein shall be construed to prevent any of the parties or their counsel from disclosing the fact that all claims which they have against each other have been amicably settled.

review
[Signature]

8. At the time of the execution of this Agreement, the parties represent to each other that they are not under the influence of any drug, narcotic, or other mind-influencing substance, condition or ailment such that their ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected or otherwise impaired.

[Signature]

9. All parties have entered into this Agreement freely, knowingly, willingly, and voluntarily, without any threats, coercion, intimidation, or pressure of any kind whatsoever, and have executed this Agreement of their own free will.

10. Prior to the execution of this Agreement, Plaintiff and the Church, as well as their respective counsel, have engaged in sufficient deliberation and conducted an adequate investigation, either personally, or through other sources of their choosing, and Plaintiff and the Church have obtained the advice of counsel regarding the terms and conditions herein, so that the parties would be in a position to intelligently exercise their own judgment in determining whether to execute this Agreement.

11. The parties hereto have carefully read this Agreement, and fully and explicitly understand each of the terms and conditions herein.

12. The Plaintiff and the Church will each bear their respective costs with respect to this litigation and with respect to the negotiation and drafting of this Agreement, as well as with reference to all acts required of them by the terms and conditions of this Agreement.

13. To the extent that this Agreement inures to the benefit of persons or entities not parties to it, this Agreement is, nonetheless, made for their respective benefits and uses.

14. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.

15. In the event any term or condition of this Agreement is determined to be unenforceable, such a determination shall not affect the enforceability of any of the other terms or conditions contained in it.

16. The parties hereto, including any officer, director, agent, servant, employee, representative, or attorney of, or for, any party, have made no statement, representation, or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Moreover, except as expressly stated in this Agreement, the parties, in executing it, do not rely on any statement, representation, or promise by the other party.

17. The signatories to this Agreement have the full right, power, and authority to enter into this Agreement on behalf of the parties for whom they are signing.

18. This Agreement contains the entire agreement between the parties hereto, and its terms and conditions are contractual, and not a mere recital. No other prior, or contemporaneous agreements, oral or written, respecting the matters herein, which are not specifically incorporated herein, shall be deemed to in any way exist, or bind any of the parties hereto.

19. The parties agree that this Settlement Agreement shall be filed with the Court under seal.

20. This Agreement and the mutual release provided for herein may be executed in two or more counter-parts, each of which shall be deemed to be a duplicate original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

DATED: 6th / 1, '98(o)

Margery Wakefield
MARGERY WAKEFIELD

Judith Kargala
Witness

Debra A. Parker
Witness

Dated August 13, 1986.

Meryl Dubay
MERYL DUBAY, for
CHURCH OF SCINETOLOGY OF
CALIFORNIA, INC.

Christine Dubay
Witness

J. Miller
Witness

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MUTUAL RELEASE OF ALL CLAIMS

THIS INDENTURE WITNESSETH: That I, MARGERY WAKEFIELD (hereinafter referred to as "Plaintiff¹"), for and in consideration of good and valuable consideration of which I herewith acknowledge I have received, do hereby for myself, and for my heirs, executors, administrators, personal representatives, assigns, and representatives, fully acquit, release, remise and forever discharge THE CHURCH OF SCIENTOLOGY OF CALIFORNIA, INC., (hereinafter the "Church"), as well as its officers, directors, employees, servants, agents, members, assigns, successors, and representatives, and L. Ron Hubbard, his heirs, his estate, and its executor, Author's Family Trust and its trustee, Mary Sue Hubbard, Author Services, Inc., The Church of Scientology International, The Church of Spiritual Technology, The Church of -oentology Western United States, The Church of Scientology Flag Service Org., Inc., Scientology Missions International, Religious Technology Center, Church of Scientology, Mission of Atlanta, Inc., Church of Scientology of Florida, Inc., Church of Scientology of Missouri, Inc., Church of Scientology Celebrity Centre International, The Founding Church of Scientology of Washington, D.C., Church of Scientology of Los Angeles, Inc., any other Scientology organization or entity, as well as all officers, directors, employees, servants, agents, members, assigns, successors and representatives of each of the forgoing persons and entities, of and from any and all claims, demands, damages, costs, expenses, loss of services, actions, and causes of action of every kind and nature, whether arising at law or in equity, known or unknown, for, or because of, or arising from, any act, omission, or occurrence, up to the present time, which I may have had, may now have, or may hereafter have, against the foregoing persons and entities, including but not limited to, those claims referred to in that certain action, now pending in

Exhibit #1

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the United States District Court for the Middle District of Florida, Tampa Division, styled Margery Wakefield v. The Church of Scientology of California a/k/a The Church of Scientology of California, Inc., Case No. 82-1313-Civ.T-10.

Plaintiff hereby declares that no representations about the nature and extent of any injuries, disabilities, or damages allegedly sustained by Plaintiff and made by any physician, attorney or agent of any person or entity hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any person or entity released, have induced her to make this settlement; that in determining the amount of the settlement herein there has been taken into consideration not only the alleged ascertained injuries, disabilities, and damages, allegedly suffered by Plaintiff, but also the possibility that these alleged injuries may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from the events alleged in Case No, 82-1313-Civ.T-10.

Plaintiff agrees, as a further consideration and inducement of this compromise settlement, that it shall apply to all unknown and unanticipated injuries and damages allegedly resulting from the events alleged in Case No. 82-1313-Civ.T-10, as well as to those now disclosed.

It is understood by Plaintiff and the Church that the acceptance of the aforescribed consideration, and the execution and delivery of this Release, is not to be considered, in any form or fashion, as an admission of liability on the part of any of the foregoing persons or entities, but is in the full settlement and compromise of disputed claims which Plaintiff has or may have, against the foregoing persons or entities, and for which they have denied, and still deny, liability.

The Church, for and in consideration of good and valuable consideration of which it herewith acknowledges it has received, does hereby for itself, and for its officers, directors, employees, servants, agents, members, assigns, successors, and representatives, fully acquits, releases, remises, and forever discharges Plaintiff, and her heirs, executors, administrators, personal representatives, and assigns, of and from any and all claims, demands, damages, costs, expenses, loss of services, actions, and causes of action of every kind and nature, whether arising at law or in equity, known or unknown, for, or because of, or arising from, any act, omission, or occurrence, up to the present time, which it may have had, or may now have, against Plaintiff, including, but not limited to, those claims referred to in its Counterclaim filed in Case No. 82-1313-Civ.T-10.

It is understood by Plaintiff and the Church that the acceptance of the aforescribed consideration, and the execution and delivery of this Release, is not to be considered, in any form or fashion, as an admission of liability on the part of Plaintiff, but is in the full settlement and compromise of disputed claims which the Church has against Plaintiff, and for which Plaintiff has denied, and still denies, liability,

The parties acknowledge that they have entered into this Release freely, knowingly, willingly, and voluntarily, without any threats, coercion, intimidation, or pressure of any kind whatsoever, they have executed this Release of their own free will, and with the advice of counsel. Finally, the parties acknowledge that they have carefully read this Release, fully and explicitly understands each of the terms and conditions herein, that the parties hereto, including any officer, director, agent, servant, employee, member, or representative, of, or for, any party, have made no statement, representation, or promise to the other party regarding any fact material to

this Release except as expressly set forth herein, and that, except as expressly stated in this Release, the parties, in executing it, do not rely on any statement, representation, or promise by the other party,

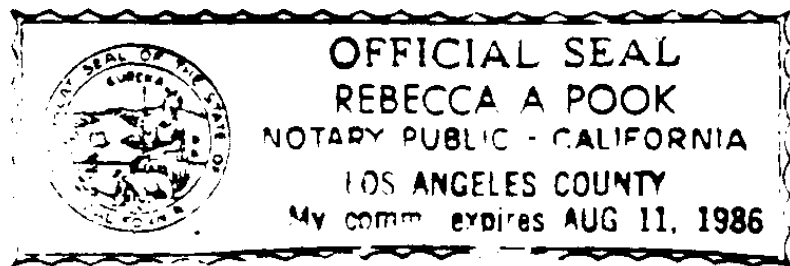
IN WITNESS WHEREOF the parties have executed this Release this 13 day of August, 1986.

CHURCH OF SCIENTOLOGY OF CALIFORNIA, INC.

Meryl Dubay
BY: MERYL DUBAY

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this 13 day of August, 1986, by MERYL DUBAY, on behalf of the Church of Scientology of California, Inc.



Rebecca A. Pook
Notary Public
My Commission Expires: 11 aug 1986

MARGERY WAKEFIELD _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of August, 1986, by MARGERY WAKEFIELD.

Notary Public
My Commission Expires:

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this Release except as expressly set forth herein, and that, except as expressly stated in this Release, the parties, in executing it, do not rely on any statement, representation, or promise by the other party.

IN WITNESS WHEREOF the parties have executed this Release this 3 day of August, 1986.

CHURCH OF SCIENTOLOGY OF CALIFORNIA, INC.

BY: MERYL DUBAY

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this _____ day of August, 1986, by MERYL DUBAY, on behalf of the Church of Scientology of California, Inc.

Notary Public
My Commission Expires:

Margery Wakefield
MARCELY WAKEFIELD

STATE OF Michigan
COUNTY OF Houghton

The foregoing instrument was acknowledged before me this n+h day of August, 1986, by MARGERY WAKEFIELD.

Judith M. Kargela
Notary Public
My Commission Expires _____
JUDITH M. KARGELA
Notary Public, Houghton County, Michigan
My Commission Expires April 11, 1989

Wakefield4:Cs12

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

MARGERY WAKEFIELD)

Plaintiff)

vs.)

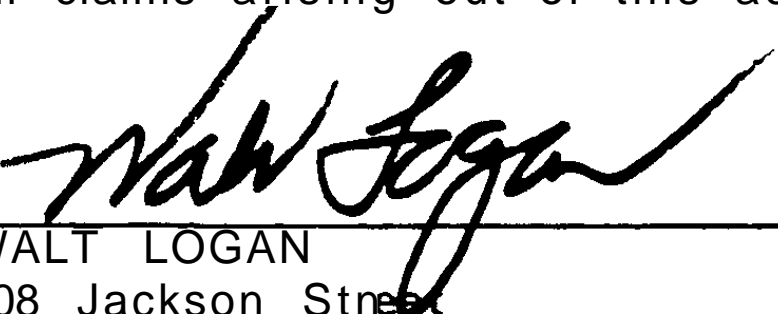
CASE NO. 82-1313-Civ-T-10

THE CHURCH OF SCIENTOLOGY)
OF CALIFORNIA a/k/a THE)
CHURCH OF SCIENTOLOGY OF)
CALIFORNIA, INC.)


Defendant)

JOINT MOTION AND STIPULATION FOR DISMISSAL

Plaintiff, MARGERY WAKEFIELD, and Defendant, CHURCH OF SCIENTOLOGY OF CALIFORNIA, do hereby move the Court for entry of an Order dismissing the above entitled action with prejudice on the grounds that the parties have entered into a Settlement Agreement wherein they have settled all claims arising out of this action.



WALT LOGAN
708 Jackson Street
Tampa, Florida 33602
Attorney for Margery Wakefield



PAUL B. JOHNSON
501 E. Kennedy, Suite 1207
Tampa, Florida 33602
Attorney for The Church of
Scientology of California, Inc.

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

MARGERY WAKEFIELD)

Plaintiff)

vs.)

CASE NO. 82-1313-Civ-T-10


THE CHURCH OF SCIENTOLOGY)
OF CALIFORNIA a/k/a THE)
CHURCH OF SCIENTOLOGY OF)
CALIFORNIA, INC.)

Defendant)

AFFIDAVIT OF COMPLIANCE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE, the undersigned authority, this day personally appeared WALT LOGAN, who, being duly sworn, deposes and states that Affiant has complied with the terms and conditions contained in that certain Settlement Agreement entered into in this action pertaining to the delivery of all documents which, by the terms of the Settlement Agreement, I am obligated to turn over to the other party and I have not retained any copy, record or facsimile of any of said documents.


WALT LOGAN

SWORN TO AND SUBSCRIBED before me this 13 day of August, 1986.


NOTARY Public

My Commission Expires

Wakefield :CS13

Exhibit #4a

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

MARGERY WAKEFIELD)

Plaintiff)

vs.)

CASE NO. 82-1313-Civ-T-IO

THE CHURCH OF SCIENTOLOGY)
OF CALIFORNIA a/k/a THE)
CHURCH OF SCIENTOLOGY OF)
CALIFORNIA, INC.)

Defendant)

AFFIDAVIT OF COMPLIANCE

STATE OF Michigan
COUNTY OF Houghton

BEFORE, the undersigned authority, this day personally appeared
Margery Wakefield, who, being duly sworn, deposes and states that
Affiant has complied with the terms and conditions contained in that certain
Settlement Agreement entered into in this action pertaining to the delivery of
all documents which, by the terms of the Settlement Agreement, I am obligated
to turn over to the other party and I have not retained any copy, record or
facsimile of any of said docuements.

Margery Wakefield
Margery wakefield

SWORN TO AND SUBSCRIBED before me this 11th day of
August, 1986.

Judith M. Kargela
NOTARY PUBLIC JUDITH M. KARGELA
Notary Public, Houghton County, Michigan
My Commission Expires April 11 '980

Wakefield5:CS12

Exhibit #4 b

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

MARGERY WAKEFIELD)

Plaintiff)

vs.)

CASE NO. 82-1313-Civ-T-10

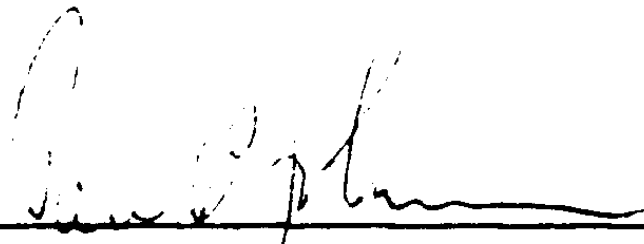
THE CHURCH OF SCIENTOLOGY)
OF CALIFORNIA a/k/a THE)
CHURCH OF SCIENTOLOGY OF)
CALIFORNIA, INC.)

Defendant)

AFFIDAVIT OF COMPLIANCE

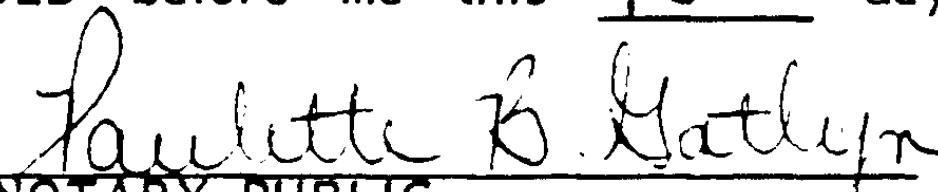
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE, the undersigned authority, this day personally appeared PAUL B. JOHNSON, who, being duly sworn, deposes and states that Affiant has complied with the terms and conditions contained in that certain Settlement Agreement entered into in this action pertaining to the delivery of all documents which, by the terms of the Settlement Agreement, I am obligated to turn over to the other party and I have not retained any copy, record or facsimile of any of said documents.



PAUL B. JOHNSON

SWORN TO AND SUBSCRIBED before me this 13th day of August, 1986.



NOTARY PUBLIC

My Commission Expires Notary Public for the State of Florida
My Commission Expires August 12, 1987

Wakefield:CS13

Exhibit #4c