

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

RELIGIOUS TECHNOLOGY CENTER, a California non-profit corporation,	}	Mass. Misc. Business Docket No. 99-10211
	}	
Plaintiff,	j	Case No. C-96-20207 RMW EAI
	}	Northern District of California
v.	}	
	}	DECLARATION OF EARLE C.
GRADY WARD, an individual,)	COOLEY IN SUPPORT OF MOTION
)	FOR CONTEMPT AND TO COMPEL
Defendant.)	FURTHER DEPOSITION OF ROBERT
)	MINTON PURSUANT TO
)	FED.R.CIV.P. 45(e) AND 37(a)(1) &
)	(a)(2)(B); REQUEST FOR SANCTIONS
)	(FED.R.CIV.P. 37(a)(4)(A))

I, Earle C. Cooley, hereby declare:

1. I represent plaintiff Religious Technology Center ("RTC") in connection with the deposition of Robert Minton ("Minton") pursuant to a subpoena issued out of the District of Massachusetts. I have personal knowledge of the facts set forth below, and if called upon to do so, could and would testify competently thereto.
2. I took Minton's deposition on September 29, 1999. The deposition had earlier been noticed for March 29, 1999, but Minton was not served at that time. He was then served with a subpoena for a deposition on May 5, 1999, but there were numerous continuances of the deposition before it was finally taken on September 29. Exhibit A is a true and correct copy of that subpoena. While there were many discussions between Minton's attorney and me about the

deposition before it was actually taken on September 29, Minton never filed a motion to quash the subpoena or for a protective order.

3. There were numerous questions that Minton refused to answer at his deposition. I attach hereto as Exhibit B, a true and correct copy of the pertinent pages of the transcript of Minton's deposition. Those pages where he refused to answer questions are 8-11, 25, 27-28, 54-56 and 103-113. The questions are also set forth in the body of the instant motion. I conferred in good faith with Gabrielle R. Wolohojian, Esq., counsel for Minton, extensively during the deposition in an effort to obtain Minton's agreement to respond to those unanswered questions. Mr. Minton would not agree to answer the questions.

4. In refusing to answer questions, Minton did not assert that any of the information sought was privileged or confidential. He merely refused to answer the questions. On some occasions, he claimed that his refusal to answer was based on "advice of counsel," but I asked his counsel if she was *instructing* him not to answer but she denied giving him any such instruction and did not do so on the record. (*E.g.*, Ex. B at 62-63.) However, when I pointed out that it was "an extraordinarily unusual position in any deposition for a man represented by counsel to decide without advice of counsel, whether he is going to answer or not answer questions," Minton's attorney told me: "you are unable to say where you sit that Mr. Minton is not making a statement other than on advice of counsel or not," and insisting that " [instruction and advice, Mr. Cooley, I alert you, are different." (*Id.* at 62:20-21.)

5. Many of the delays in convening Minton's deposition arose as a result of a protective order motion that had been filed by the defendant, Grady Ward, in the Northern District of California. In opposing Ward's protective order motion, RTC argued the bases upon which it wished to take Minton's deposition:

Mr. Minton's deposition is needed for two reasons: in aid of collecting a judgment, and to obtain evidence to oppose Ward's motion, filed on April 27, 1999, to rescind the settlement of this case. Ward never paid RTC the \$10,000.00 required by the Settlement Order and instead contends, without supplying evidence thereof, that his failure to realize the payment was because his contract with Mr. Minton was terminated and Ward has never received this money.... Under the terms of the Settlement Order, execution of the full monetary judgment is suspended but only if Ward does not breach the terms of that order, including his

obligation to make the \$10,000.00 payment to RTC, . . . RTC is therefore entitled to depose Mr. Minton to determine if Ward is in breach of the Settlement Order, or if his \$10,000.00 payment was, indeed, excused because he did not receive the money himself. In short, the deposition subpoena served upon Minton is *not* to collect monies or execute on the judgment, but rather, is discovery in supplemental proceedings under Rule 69(a), Fed. R. Civ. P.

In addition, Mr. Minton has become a regular declarant for Ward in his post-judgment filings. Ward has submitted declarations from Mr. Minton in support of three papers in this Court and the Ninth Circuit, including the instant motion, claiming that RTC allegedly interfered with Ward's employment with F.A.C.T.Net, Inc., in connection with a settlement negotiation with F.A.C.T.Net (of which Mr. Minton was formerly a director) by demanding that Ward's employment with F.A.C.T.Net be terminated. . . . Thus, RTC also seeks to depose Mr. Minton with respect to these false and scurrilous allegations, upon which Ward is basing his recission motion - his latest ploy to nullify the settlement and place this case back on the Court's active calendar.

(Exhibit C is a true and correct copy of that opposition. See pages 2 and 3.) The Order Pursuant to Judicially Supervised Settlement ("Settlement Order") and Final Judgment and Permanent Injunction entered by the Northern District of California on September 15, 1998 are attached hereto as Exhibits D and E.

6. On August 12, 1999, Magistrate Judge Infante denied Ward's motion for protective order, without hearing, and permitted the deposition to proceed. Exhibit F is a true and correct copy of that order.

7. At his deposition, Minton answered some questions and produced some documents concerning payments that he made to Ward and his book contract with Ward. Exhibit P is a true and correct copy of the book contract and schedule of payments to Ward that he produced. Minton's testimony contrasted markedly with information that Ward had been furnishing the California courts. For example, Ward has claimed to the District Court in California that RTC induced Minton to breach his book contract with Ward. Exhibit G is a true and correct copy of the pertinent pages from several filings where Ward made that argument. Minton, however, testified that the contract was bilaterally canceled because Ward was not meeting his obligations. Exhibit B, at 32:11-34:3, 34:9-35:5,40:23-42:13, 69:16-70:13, 96:19-97:15 and 99:3-19. In addition, the transcript in which the Northern District memorialized the settlement that had been reached between Ward and RTC on May 12, 1998 reflects that Ward represented that he was to be receiving \$10,000 in funds from Minton as part of a book contract but later, after the

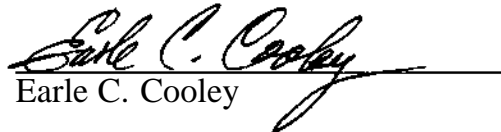
settlement had been reached, he claimed the book contract had been unilaterally canceled by Minton. Exhibit H is a true and correct copy of the transcript (see page 2) and Exhibit O is a true and correct copy of Ward's August 30, 1998 letter to the Court. Ward had also claimed during earlier settlement negotiations that he had been paid \$30,000 pursuant to that book contract. Exhibit Q is a true and correct copy of a letter referencing that payment. Minton testified, however, that he had made prior payments to Ward pursuant to the book contract, that he never made the \$10,000 payment to Ward because the contract was canceled as a result of Ward's non-performance, that discussions between him and Ward concerning cancellation of the contract began *before* the May 12, 1998 settlement, and that he later treated the payments he had already made as gifts. Exhibit B, at 18:15-19:21, 28:9-13 and 21-23, 32:11-34:3, 34:9-35:5, 40:23-42:13, 69:16-70:13, 96:19-97:15 and 99:3-19.

8. Minton also provided Ward with declarations claiming that RTC attempted to interfere with the Ward book contract and with Ward's employment by a Colorado corporation, F.A.C.T.Net, Inc., of which Minton was formerly a director and Ward a webmaster. Exhibits I and J are true and correct copies of those declarations. Ward has made this argument to the California courts as well. (See Exhibit G.) In one of Minton's declarations, he also claimed that he and his family were being harassed and that he was told by RTC that such alleged harassment would only stop if he signed a "Settlement Agreement," containing fourteen points, including that he would stop funding Ward and would breach his book contract with Ward. (Exhibit I, at 4 and 5.)

9. When I asked Minton in his deposition about this alleged "Settlement Agreement," he testified that the fourteen points in the alleged "Settlement Agreement" included that he would stop funding both Ward and various other people. Exhibit B, at 39:2-21, 47:9-18 and 48:3-14. My follow-up questions went into what other people Minton was funding that would have been covered by this purported "Settlement Agreement." *Id.* at 54-56, 103-113. Minton refused to provide any testimony on these matters, even though he raised the issue in his declaration and his deposition and he has repeatedly boasted to the media, including radio, newspaper, and national television that he has made significant payments to support numerous anti-Scientologists in their

litigation and other anti-Scientology activities. *E.g.*, Exhibits K, L, M and N, which are true and correct copies of articles and pertinent portions of a radio transcript in which Minton made such statements.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed at Boston, Massachusetts the 18th day of November 1999.


Earle C. Cooley