

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

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

9 RELIGIOUS TECHNOLOGY CENTER,) CASE NO. C-96-20207-RMW (EAI)
10 a Scientology Corporation,)
11) **DECLARATION OF STACY BROOKS**
12 Plaintiff,)
13)
14 v.)
15)
16 GRADY WARD, an individual,)
17)
18) Date:
19 Defendant,) Time:
20) Ctrm: Hon. Jeremy Fogel
21
22
23
24
25
26
27
28

1 I, Stacy Brooks, declare:
2
3

4 1. I am over the age of eighteen years and not a party to the above-captioned case. If required, I
5 can and will personally testify to these facts.
6

7 2. This declaration is written to correct certain statements made in declarations filed by Samuel
8 D. Rosen and Michael Rinder in the case of Religious Technology Center v. Grady Ward.
9

10 3. In February and March 1999 Michael Rinder and Marty Rathbun had a series of conference
11 calls in efforts to settle the Bridge Publications, Inc. (BPI) v. FACTNet litigation. Some of
12 these telephone conference calls were between Rinder, Rathbun and Robert Minton, who was at
13 that time a FACTNet director. Several of these telephone conference calls were between Rinder,
14 Rathbun, Minton, and myself, also at that time a FACTNet director. There were also a
15 number of conference calls at which Scientology attorney Samuel Rosen and FACTNet attorney
16 Daniel Leipold were also present. But Rinder and Rathbun expressed a strong desire to speak to
17 Minton and me without any attorneys present, and we agreed to do so.
18
19
20
21

22 4. During one of the telephone conferences between Rinder, Rathbun, Minton and me, in which
23 we were discussing the letter agreement which Rinder and Rathbun wanted Minton to sign,
24 Minton objected to the list of specific individuals and groups that Minton would have to refrain
25 from helping in any way if he signed the draft letter that Rinder and Rathbun had faxed him.
26 Among others, Grady Ward and FACTNet were included on the list. Minton said he would not
27 sign away his right to donate to a nonprofit like FACTNet. There was some discussion about
28

1 this and I believe Rinder and Rathbun then agreed with Minton on that point. Then Rathbun
2 raised the issue of Grady Ward. Rathbun said that Grady Ward was a convicted copyright
3 infringer and should therefore not be funded by Minton because he would use the money in his
4 continuing legal actions against Scientology. Rathbun then pointed out that Ward was
5 FACTNet's webmaster and that his employment by FACTNet would have to be terminated as
6 part of any settlement with Minton and/or FACTNet. Rathbun said it would only be possible for
7 Ward to work for FACTNet if Ward dropped his pending appeal in the Ninth Circuit Court of
8 Appeals
9
10
11

12 5. Minton and I both objected to the idea that Scientology could dictate in any way who
13 FACTNet could or could not hire. Minton was particularly adamant that he would not use his
14 position as a FACTNet director to get Grady fired, and that if that was a stipulation of
15 settlement of the FACTNet case there could be no settlement.
16
17

18 6. We then terminated that phone call and that evening Minton and I discussed the letter
19 agreement that Rinder and Rathbun wanted Minton to sign. Rinder and Rathbun had made it
20 clear that they would not settle with Lawrence Wollersheim unless they could also settle
21 separately with Minton as an individual, because they would not pay Wollersheim unless they
22 could be assured that the money Wollersheim paid to Minton would not be used to fund any
23 anti-Scientology activities. Minton then decided that it might be acceptable to him to agree not
24 to fund any further anti-Scientology litigation (with the exception of the Lisa McPherson
25 wrongful death suit which Minton is continuing to fund in Florida), including any of the
26 individuals Rinder and Rathbun had listed in their draft letter.
27
28

1
2 7. In the end the letter agreement between Minton and Scientology was never executed because
3 Minton decided he would not enter into an agreement with an organization he did not feel he
4 could trust to be acting in good faith.
5

6
7 8. In Samuel Rosen's affidavit dated June 7, 1999, in paragraph 6, Rosen characterizes Ward's
8 employment with FACTNet as "an alternative way to give Ward money" for Minton. This is
9 incorrect. Indeed, Minton resigned from the board of FACTNet in April 1999 and Ward has
10 continued to be employed -- and paid -- by FACTNet, although Minton has not made any
11 donations to FACTNet since his resignation.
12

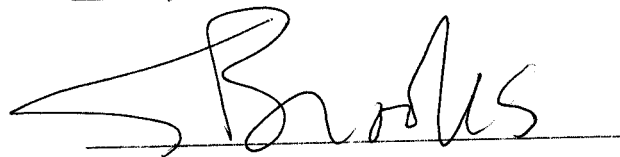
13
14 9. In paragraph 8 of Rosen's affidavit he states that it was not Scientology that sought to
15 interfere with Ward's income; however, as I stated earlier in this affidavit, it was indeed
16 Scientology, through its representative, Marty Rathbun, who sought to bar Ward from
17 employment by FACTNet. It is correct that Minton considered ceasing all litigation support,
18 including litigation support of Ward, but Minton specifically refused to be required to fire Ward
19 from his contracted employment as the FACTNet webmaster.
20

21
22
23 10. To reiterate, the draft letter for the Minton agreement, which included Grady Ward's name
24 on a list of people whom Minton would be required to cease funding, was drafted by
25 Scientology and faxed to us prior to any consideration by Minton that he might cease funding
26 litigation (except for the McPherson case). It was Scientology that proposed the specific list of
27 names on the draft letter they faxed. Marty Rathbun brought up the issue of Grady Ward,
28

1 suggesting that he would have to stop working for FACTNet under those terms. Minton
2 objected and refused to accept Marty's suggestion that Ward's employment by FACTNet would
3 be included in such an agreement.
4

5
6 11. Michael Rinder, in an affidavit dated June 6, 1999, states in paragraph 8 that Minton
7 considered the idea of firing Ward from FACTNet for 24 hours before expressing his
8 disagreement. This was not the case. On the contrary, as I stated earlier in this affidavit, during
9 a telephone conference attended by Rinder, Rathbun, Minton and myself, Rathbun raised the
10 issue of Ward's employment as FACTNet's webmaster as something that would have to be
11 terminated as part of Minton agreeing to cease funding further litigation. Minton immediately
12 objected to this stipulation, in answer to Rathbun's statement. Minton immediately responded
13 that he would not agree to use his influence as a FACTNet board member to get Ward fired
14 from his webmaster position. There was no lapse of time at all between Rathbun's suggestion
15 and Minton's rejection of it. The next day Minton discussed the possibility that he might cease
16 funding further anti-Scientology litigation but never agreed to get Ward fired and, indeed, never
17 agreed to cease funding any activities except litigation (and insisted that he would continue to
18 fund the McPherson case).
19
20
21
22

23 I declare under penalty of perjury under the laws of the United States of America that the
24 foregoing is true and correct. Executed this 12 day of June, 1999, at Vashon Island,
25 Washington.
26

27 
28

STACY BROOKS