DECLARATION OF OMAR V. GARRISON

1. I am a professional author and journalist, who has worked constantly at my profession since 1940, as foreign correspondent, newspaper editor, and author of 14 published books.

2. At various times prior to 1980, I was approached informally by executives of the Church of Scientology and by personal representatives of L. Ron Hubbard and asked to write a biography of Mr. Hubbard.

3. In the middle of 1980 (about July, according to my recollection; it could have been earlier or later), Mr. Hubbard's personal representative, Laurel Sullivan, represented to me that the biography project was being authorized by Mr. Hubbard himself. I have in my possession an earlier memorandum, signed by Mr. Hubbard, indicating his approval of my doing the project. Also, Mr. Hubbard's personal attorney, Alan Wertheimer, indicated that Mr. Hubbard was aware of the project and would make himself available for interviews and discussions.

4. Before signing a contract to do the biography, I was given a list of the biographical materials - letters, documents, writings, etc. - which would be made available to me when and if I undertook the biography. These materials, I was informed, were from Mr. Hubbard's personal archives. Both Laurel Sullivan and Mr. Hubbard's attorney discussed these materials with me, and it was partly on that basis and representation that I signed a contract with a Denmark corporation on October 30, 1980, to write the book. Another important consideration which persuaded me to sign the contract (which offered drastically reduced royalties to
me) was that a special, premium edition of the work would be printed to sell for $1,000.00 a copy, the proceeds of which I would share with Mr. Hubbard. Another reason given me for accepting a sub-standard contract was that the biographical materials from Mr. Hubbard's private archives represented a valuable contribution to the work, without which a widely marketable biography would not be possible.

5. Mary Sue Hubbard was aware of the project and corresponded with me about it and about the materials, which I told her archivist Gerry Armstrong was providing me. I told Mrs. Hubbard that he was performing an invaluable service. I asked Mrs. Hubbard for a face-to-face interview, which she declined with the excuse that security would not permit it. I did not have any communication with Mrs. Hubbard after 1981 because I was informed that the Scientology organization was refusing to pass on any communications to her.

6. Either Mrs. Hubbard's statement that L. Ron Hubbard did not authorize the use of the archives is false, or the representations to me - all to the contrary - were fraudulent.

7. After Gerry Armstrong left the organization, he continued to work with me on the biography project because he was the only person who appeared to know the materials well. He did so at my request and was not paid for his service, which he performed out of friendship and goodwill. His successor, Vaughn Young, did supply me with some sensitive documents after Gerry's departure, but he was unable to help me organize and cross-check the material already in hand.

8. I was present when Gerry Armstrong went to the
offices of the Scientology sect in the Cedars of Lebanon complex
and met with Mr. Hubbard's representatives, known as Commodore's
Messengers, from whom he requested the return of materials he
said they had stolen from him. He was refused the materials and
told to get himself an attorney.

9. It is my belief, understanding and conviction that
Gerry Armstrong was legally authorized to have custody of the
archival documents to assist me in the preparation of a biography
of L. Ron Hubbard.

10. I have no contractual relationship with the Church
of Scientology of California and, on information and belief, they
have no legal standing with regard to the documents from
Mr. Hubbard's private archives. Nevertheless, consonant with
their Fair Game Policy which they publicly renounced, but
privately have continued to this day, the Scientology cult has
mounted a campaign of harrassment against me and my friends,
apparently in the mistaken notion that they can exercise prior
restraint on a book, contrary to and in violation of the First
Amendment to the U.S. Constitution.

Executed this __18th__ day of April, 1983, at
Corona del Mar, California.

I declare under penalty of perjury that the foregoing is
true and correct.

OMAR V. GARRISON