

1 Kendrick Moxon, SBN 128240
2 MOXON & KOBRIN
3 3055 Wilshire Blvd.
4 Suite 900
5 Los Angeles, CA 90010
6 213-487-4468
7 213-487-5385(fax)

8 Attorneys for Plaintiff
9 CHURCH OF SCIENTOLOGY
10 INTERNATIONAL

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF MARIN

13 CHURCH OF SCIENTOLOGY
14 INTERNATIONAL,

15 Plaintiff,

16 vs.

17 GERALD ARMSTRONG

18 Defendant.

19 Case No. CV 021632

20 **PLAINTIFF'S REPLY**
21 **MEMORANDUM IN SUPPORT**
22 **OF MOTION TO REINSTATE**
23 **SENTENCES FOR CONTEMPT;**
24 **and**
25 **MOTION FOR ISSUANCE OF**
26 **WARRANT FOR DEFENDANT'S**
27 **ARREST**

28 Date: September 7, 2007
Time: 9:00 am
Court: Dept. L

1 Plaintiff, Church of Scientology International, herewith replies to defendant Gerry
2 Armstrong's Opposition to the Church's Motion to Reinstate Sentences.¹

3 In an attempt to avoid the rulings of judges of this Court, which rulings have been
4 affirmed by the Court of Appeals, Mr. Armstrong seeks for the nth time to reargue the
5 merits of his position regarding whether an injunction should have been issued against
6 him to enforce the 1986 settlement between the parties. We are years past that.

7 Mr. Armstrong admits that he "has been claiming and complaining, essentially that
8 the contract contains unconscionable clauses with unconscionable results from the day in
9

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
¹ The reply is filed late, because defendant "served" his Opposition after the close of
business by email on August 30, 2007. The hard copy has not yet been received.

1 December 1986 when [the settlement agreement] was first given to him to sign.”
2 (Opposition, p. 4) He never prevailed on that argument. Indeed, and as the Court of
3 Appeals recognized, this Court ruled that Armstrong’s defenses to the injunction
4 enforcing that agreement are res judicata and that Armstrong is accordingly estopped
5 from again re-litigating this issue he has repeatedly lost. (Ex. A, Appeals Court Mandate,
6 p. 10.) Armstrong did not appeal that ruling, and the issue is (still) final.

7 Equally final are the contempt orders which are the only subject of the instant
8 motion. In addressing Armstrong’s ubiquitous arguments that the settlement was
9 unlawful and the injunction requiring compliance with the settlement was unlawful, the
10 Court of Appeals has specifically found that injunction against him was “final.” It stated:

11 Armstrong makes several arguments challenging the validity
12 of the contempt orders.... Armstrong, however, is foreclosed
13 from challenging the merits of the contempt orders in this writ
14 proceeding [footnote noting that he did not appeal these
15 rulings]. The contempt orders are final.

16 (Ex. A, Court of Appeals Ruling, p. 6.)

17 Moreover, even if Mr. Armstrong retained the ability to address the merits, the
18 central assertion of his Opposition is simply false. Armstrong claims that *this* Court
19 found some aspect of the settlement agreement to be unconscionable, thus giving him, he
20 asserts, the ability to reargue the propriety of the settlement agreement. However, this
21 Court made no such finding. Rather, Armstrong has leapt upon the Court’s choice of
22 words in finding that a “punishment” greater than \$800,000 against Armstrong for
23 violating the injunction would be “unconscionable” as this was the amount Armstrong
24 received in the settlement agreement many years ago.

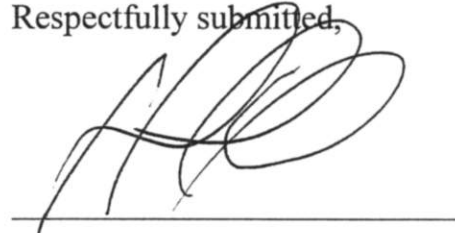
25 That statement had nothing to do with the contempt rulings, and is therefore
26 irrelevant to the instant motion.

27 The issue in the instant motion is solely and only the Appeal Court’s mandate to
28 this Court requiring that the sentences be re-instated, and plaintiff’s further request that a

1 warrant issue for that purpose. All else is irrelevant.

2 Dated: September 1, 2007

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Kendrick Moxon', written over a horizontal line.

6 Kendrick Moxon

7 Counsel for plaintiff
8 CHURCH OF SCIENTOLOGY
9 INTERNATIONAL

3
4
5
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TAB A

Filed 10/19/05

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

California Rules of Court, rule 977(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 977(b). This opinion has not been certified for publication or ordered published for purposes of rule 977.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
FIRST APPELLATE DISTRICT

DIVISION FOUR

FILED
Court of Appeal First Appellate District
OCT 19 2005
Diana Horvath, Clerk
By _____

CHURCH OF SCIENTOLOGY
INTERNATIONAL,

Petitioner,

v.

THE SUPERIOR COURT OF MARIN
COUNTY,

Respondent;

GERALD ARMSTRONG,

Real Party in Interest.

A107095

(Marin County Super. Ct. Nos.
15229, 157680, CV021632)

In a petition for writ of certiorari, the Church of Scientology International (CSI) seeks an order compelling the trial court to reinstate sentences imposed upon Gerald Armstrong in earlier contempt proceedings. We grant the petition in part.

I. FACTUAL BACKGROUND

In December 1986, the parties entered into a settlement agreement under which CSI paid Armstrong, a former Church member, \$800,000 in exchange for his dismissal of claims against CSI. In addition, pursuant to paragraph 7.D. of the agreement, Armstrong agreed to maintain confidentiality concerning his experiences with CSI and not to publish orally or in writing any information about his experiences with or knowledge of CSI and its affiliated individuals and organizations. Paragraph 7.D. also contained a liquidated

