

[Australian Critics of Scientology](#)

This page maintained by [David Gerard](#).

CoS Canberra: Attempted gag order for refund to Pertti Muhli

No, Pertti did NOT sign this version.

THIS DEED is made this _____ day of _____ 1999.

BETWEEN: PERTTI MUHLI, XX XXXXXXXX Street, XXXXXX, of the Australian Capital Territory

of the one part

AND: THE CHURCH OF SCIENTOLOGY INC (AUSTRALIA) of 43-45 East Row, Canberra in the state of the Australian Capital Territory, hereinafter called "the Church" which expression shall mean and include the associates of the Church as detailed in the schedule hereto (hereinafter collectively called "the Church").

of the other part

WHEREAS:

A. Pertti Muhli requested the Church provide services including spiritual counselling and training (the "Services")

B. Pertti Muhli being no longer in agreement with the aims of teachings of the Church, has requested a refund of payments made to the Church including payments made in respect of services (the "Donations").

C. The Church without any legal obligation to do so has agreed to refund the donations to Pertti Muhli in consideration of Pertti Muhli agreeing to enter into the covenants hereinafter contained.

NOW IT IS HEREBY AGREED AND ACKNOWLEDGED as follows:

1. Pertti Muhli hereby acknowledges receipt of the sum of FIVE THOUSAND TWO HUNDRED AND SIXTY SEVEN DOLLARS by way of repayment of the balance of unused donations paid to the Church of Scientology Inc.

2. Pertti Muhli acknowledges that the sum referred to in Clause 1 hereof represents the total amount paid/donated by Pertti Muhli to Church that he is requesting to be returned to him and that the Church is not obliged to pay him. Pertti Muhli shall not claim any further sums from the Church or its associates AND HEREBY RELEASES AND FURTHER DISCHARGES the Church and its associates from all actions, writs, claims, demands whatsoever which he now has or at any time hereafter may have against the Church of any of its associates in respect of the services and the donations and undertakes not to commence or proceed with any action suit or proceeding arising out of or relating to the services or the donations.

3.(a) Pertti Muhli agrees to keep confidential and not disclose any

knowledge, information or material acquired by him directly or indirectly concerning the Church or any of its associates and without limiting the foregoing shall not directly or indirectly publish or assist another to publish any such knowledge, information or material whether in the form of books, magazines, periodicals, newspapers, articles, or other literature or in the form of film, video, audio tape, television or in any other form of media or in any computer medium, computer files, or on the Internet. Pertti Muhli acknowledges that the non-disclosure provision of this clause shall apply but not be limited to the contents or substance of any document he may have possessed while in receipt of the services of the Church including but not limited to any tapes, films, photographs, and Scriptures or variations thereof which concern or relate to the religion of Scientology, L. Ron Hubbard or the Church.

(b) Pertti Muhli retracts the articles authored by him entitled "I publicly depart Scientology" dated 10 July 1999, and "Ex-member speaks out about the Canberra org in Australia" dated 15 July 1999 and undertakes to inform all persons to whom he has circulated the articles of his retraction and shall withdraw and advise all such persons that he has withdrawn any permission he may have previously granted to publish, broadcast, or reproduce the said article or any part thereof and shall use his best endeavour to ensure that the said article or any part thereof is not published or broadcast.

4. Pertti Muhli acknowledges that prior to his involvement with the Church he suffered a back injury as a result of a car accident, and this back injury was and is still troubling him. Pertti Muhli acknowledges that aforementioned injury was not caused, aggravated, or in any other way affected as a result of his involvement with Scientology. Pertti Muhli further acknowledges that as a result of extensive exposure to industrial and agricultural chemicals he considered his mental capacity and speed of reaction to have been affected, and that upon completion of the Purification Rundown he experienced the ability to think more clearly, felt more alert, healthier and brighter and had a better grasp on reality. Pertti Muhli acknowledges that he was satisfied with the results of the Purification Rundown service.

5. Pertti Muhli agrees that he will not voluntarily assist or cooperate with any person, association or corporation adverse to the religion of Scientology in any proceeding against the Church or any of its associates including but not limited to any person, association, or corporation contemplating any claim or engaged in litigation adverse to the Church or its associates. Pertti Muhli also agrees that he will not cooperate in any manner with any organisation aligned against Scientology or the Church or its associates.

6. Pertti Muhli agrees that he will not use any of the money received pursuant to this agreement to fund, either directly or indirectly, attacks on the Scientology or the Church or any of its associates.

7. Pertti Muhli agrees not to testify or otherwise participate in any judicial, administrative or legislative proceedings adverse to Scientology or the Church or any of its associates unless compelled to do so by lawful process.

8. Unless required to do so by statutory lawful process, Pertti Muhli agrees not to discuss his experiences or knowledge or information derived directly or indirectly concerning the Church of Scientology Inc. or its associates.

9. Pursuant to the terms and conditions of this deed and in consideration of the sums referred to in clause 1 & 2 hereof and the covenants, conditions, recitals, and releases contained herein, Pertti Muhli does hereby release and forever discharge for himself, his heirs, executors, successors, administrators and assigns the Church and its associates, and their servants, agents, officers, employees, volunteers, trustees, directors, successors, predecessors, assigns, beneficiaries, heirs, licensor, and legal counsel from any and all claims, causes of action demands, damages and action of every kind and nature known and unknown for or because of any act or omission allegedly done by all or any of the said persons of the Church.

10. This deed shall be governed by the laws of the Australian Capital Territory and the parties hereby agree to submit to the jurisdiction of the courts of the Australian Capital Territory.

11. Pertti Muhli acknowledges that he has been fully advised and understands that any alleged injuries or alleged money claims sustained by him are of such character that the full extent and type of injuries or money claims may not be known at the date hereof and it is further understood that the said alleged injuries whether known or unknown at the date hereof might possibly progressively worsen and that as a result damages may be sustained by Pertti Muhli. Notwithstanding the foregoing, Pertti Muhli desires by this document to forever and fully release the Church from any and all claims now or hereafter howsoever arising.

12. Pertti Muhli acknowledges that he enters into this deed knowingly and willingly without any threats, intimidation or pressure of any kind whatsoever and voluntarily executes this deed and hereby acknowledges and confirms that Pertti Muhli is not under the influence of any drug, narcotic, alcohol or other mind influencing substance, condition or ailment such that his ability to fully understand the meaning of this deed is impaired.

13. Pertti Muhli acknowledges that he has conducted all such deliberations and investigations and attained all or any advice including legal advice that he considers necessary, desirable or appropriate prior to signing this deed.

14. Pertti Muhli acknowledges that the Church and its associates have not made any statement, representation, or promise to Pertti Muhli regarding any fact or material to this deed except as is herein expressly stated.

15. Pertti Muhli agrees not to disclose the contents of this deed and that in the event that any comment is made or is required to be made concerning the terms of settlement that comment shall be only that the parties have amicably settled their differences.

16. Pertti Muhli acknowledges that he has no entitlement to the refund of the monies and that the refund is being given in consideration for the promises contained in this deed. Pertti Muhli understands that should he breach the terms of this deed, then the monies paid by the Church to him in accordance with this deed are agreed to be liquidated damages and will be a debt due and payable to the Church for which the Church can sue.

IN WITNESS WHEREOF the parties have executed this deed on the day and date first hereinbefore appearing.

SIGNED SEALED AND DELIVERED by _____)

the said PERTTI MUHLI in the presence)
of:)

SIGNED SEALED AND DELIVERED by)
for and on behalf of THE CHURCH)
OF SCIENTOLOGY INC. (AUSTRALIA))
in the presence of:)

Associates of the Church but not limited to:

THE CHURCH OF SCIENTOLOGY INTERNATIONAL of 6332 Hollywood Boulevard Suite
1200, Los Angeles, California, 90028, United States of America.

[\[Personal encounters with Scientology\]](#)

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