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Scientology tries to stop former employee's website

September 7, 2004

Sender Information:
 Church of Scientology
 Sent by: [Private]
 Law Offices of Elliot Abelson
 Los Angeles, CA, 90069, USA

Recipient Information:
 [Private]
 [Private]
 Carnegie, PA, 15106, USA

Sent via: Postal Mail

Re:

Dear [private],

I am writing to follow up on our phone. As I mentioned, the [agreement you signed when you left staff bars you from revealing information about the Church you obtained during your staff career.](#)

As you requested, I have enclosed a copy of the "Agreement and General Release" entered on March 29th, 2003. I look forward to your reviewing it and obtaining the opinion of an independent attorney. Beginning on page 5 under "Covenants" there are almost two pages of promises and covenants by you not to disclose any information concerning your employment in the church, anything to do with Scientology or its personnel and a myriad of specific areas where you agreed not to discuss, write about, etc. The totality of the covenants that you agreed to and signed overwhelmingly legally bind you to not disclose the information you intentionally placed on the Internet. Each of those postings is a violation of your agreement with the Church.

I also suggest that you look at page seven, number seven "Remedies for Breach" which makes you responsible for all costs, attorneys fees and damages arising from your behavior should we choose to bring an action against you.

Your agreement to not post until you have had a chance to review the agreement is a step in the right direction. Your putting up a website with your previous postings is a major step backward and multiplies the previous damages that you have caused by the original postings. You must immediately remove that website. I trust that your review of this agreement will result in your compliance with the terms of this agreement so that no further actions will be necessary.

FAQ: Questions

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Very truly yours,
 [private]
 [private]
 Enclosures

AGREEMENT AND GENERAL RELEASE


This Agreement and General Release (?Agreement?) is entered into on March 29, 2003 by and between [private] on the one hand, and Church of Scientology Western United States (?CSWUS?), a California non-profit religious corporation, on the other hand.

RECITALS

WHEREAS, [private] is a religious worker, employed by CSWUS, a church of the Scientology religion;
 WHEREAS, [private]'s performance of his duties and responsibilities in connection with his employment by CSWUS does not justify his continued employment by CSWUS;
 WHEREAS, [private] and CSWUS wish to have a clear statement of their respective rights, obligations, and duties upon [private]'s termination of his position at CSWUS and a basis upon which [private] and CSWUS may cooperate with one another in the future; and
 WHEREAS, to avoid potential conflict or misunderstanding in the future between [private] and CSWUS,
 NOW, THEREFORE: in consideration of the premises, promises, covenants, and warranties set forth in this Agreement, and for good and valuable consideration, the receipt of which the parties to this Agreement hereby acknowledge, [private] and CSWUS agree as follows:

1. Termination of Employment.
 - A. [private]'s employment in any and all capacities by CSWUS is hereby terminated as of the date first stated above.
 - B. [private] acknowledges and agrees that at all times throughout his employment by CSWUS and throughout his employment by any entity affiliated with the Scientology religion, he has been compensated in a timely manner in full accordance with all applicable laws and Scientology policy, and that he is entitled to no further compensation as a result of such employment.
2. General Release.
 - A. As a material inducement to CSWUS to enter into this Agreement, [private] on behalf of himself, his heirs, his successors, representatives, agents, employees, attorneys and assigns, hereby irrevocably and unconditionally releases, acquits, and forever discharges CSWUS, church of Scientology International (?CSI?), Religious Technology Center (?RTC?), all other Scientology Churches, Missions and Scientology affiliated organizations, their respective trustees, directors, officers, employees, and agents, the successors and assigns of L. Ron Hubbard, and each of them, and their respective successors, representatives, agents, attorneys, assigns, subsidiaries, officers, directors, divisions, trustees, and employees (collectively ? Releases?), individually and in any and all capacities, from any and all claims, damages, causes of action of every kind, whether known or unknown, which [private], or any of those named above claiming under his now have or may hereafter

- [Non-Disclosure Agreement](#), Santa Clara University School of Law (Trade Secret)
- [Trade Secret Laws](#), Santa Clara University School of Law (Trade Secret)
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[Topic Frequently Asked Questions \(and Answers\)](#)

have against Releasees, and each of them, from the beginning of time, to and including the effective date of this Agreement.

B. The term "any and all claims" as used above, means and includes, but is not limited to, all claims of any kind, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, past or present, contingent or fixed, including, without limitation, claims under: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination); (2) 42 U.S.C. § 1981 (discrimination); (3) 29 U.S.C. §§ 621-634 (age discrimination, including race, color, national origin, ancestry, religion, physical disability, medical condition, marital status, sex, or age); and (6) Executive Order 11246 (race, color, religion, sex, and national origin discrimination).

C. The term "any and all claims" shall be interpreted liberally and as sufficiently comprehensive so that this Agreement precludes any and all disputes, litigation or controversy of any and all descriptions brought by [private] against any and all Releasees.

3. Waiver of Civil Code Section 1542.

[private] acknowledges that he has read Section 1542 of the California Civil Code which provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THIS RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

[private] agrees and understands that by signing this Agreement, he is releasing all claims, whether known, unknown, foreseen, or unforeseen, obvious or hidden which he may have against any of the Releasees. [private] understands the above-referenced code section and its significance and consequence, and he expressly waives and relinquishes all rights and benefits he may have there under, as well as under any other statute or common law principles of similar effect.

4. Consideration.

A. In exchange for his promises, covenants, warranties and obligations as set forth in this Agreement, [private] acknowledges the receipt from CSWUS of good, valuable, and adequate consideration including, but not limited to, Five Hundred Dollars (\$500.00) severance pay and CSWUS's agreement to forbear from seeking to recover from any property or other damage caused by [private] during the course of his employment with CSWUS.

B. In exchange for his other promises, covenants, warranties and obligations set forth in this Agreement, [private] acknowledges the receipt from CSWUS of good, valuable, and adequate consideration including, but not limited to, CSWUS's commitment to assist [private] in the future should others attempt to persuade, assist, or induce him to breach this Agreement, which commitment CSWUS hereby acknowledges.

5. Representations and Warranties.

[private] represents, warrants, and states that:

A. [private] has read this Agreement in its entirety and understands its contents.

B. [private] has executed this Agreement willingly, voluntarily, and without coercion or duress of any kind.

C. [private]'s intent and purpose in executing this Agreement is to completely and forever disengage from any and all controversies, disputes, and proceedings of any nature with CSWUS, CSI, RTC, and all other entities affiliated with the Scientology religion, and all individuals associated in any capacity with all such entities. [private] further represents, warrants, and states that this Agreement and each of its terms is to be construed liberally to effect that intention and purpose.

D. [private] has returned to CSWUS any and all confidential materials relating to the Scientology religion in his possession, custody or control. [private] further represents, warrants, and states that he recognizes that he has a continuing and

perpetual duty to surrender to CSWUS any and all such confidential materials which in the future come into his possession, custody, or control.

E. [private] acknowledges and reaffirms any and all agreements that he previously made with CSWUS and any and all confidentiality agreements that he made with any other entity affiliated with the Scientology religion and specifically acknowledges and reaffirms his continuing obligations there under. Attached hereto as Exhibit A is a list of such obligations, which [private] acknowledges and agrees are by way of example, but not limitation.

F. In executing this Agreement, [private] is waiving what otherwise might be construed as rights under the California and United States Constitutions, specifically his First Amendment right to free speech and its California equivalent. [private] specifically acknowledges that he does so knowingly and voluntarily with respect to all covenants, duties, and obligations he makes and acknowledges in this Agreement.

G. That in connection with his participation in Scientology Religious Services, [private] understands that the churches he has been affiliated with compiled folders containing its notations of his spiritual progress, known as a "Preclear Folder" or "PC Folder," as well as other ecclesiastical files containing notations regarding his spiritual progress. All of his PC Folders and other ecclesiastical files containing notations regarding his spiritual progress, as well as all contents thereof, are the sole and exclusive property of Church of Scientology International. As a matter of religious belief and of ecclesiastical doctrine and law, such folders and files, and the contents of such folders and files, are kept confidential from all persons who lack the ecclesiastical authority to gain access to such materials, including [private], and are subject to all applicable clergyman-penitent privileges, and are neither comprehensible nor meant to be understood by anyone whose training and expertise in their interpretation is not recognized and sanctioned by Church of Scientology International.

H. As a condition for having been accepted for participation in Scientology Religious Services, in the past and in the future, [private] forever abandons, surrenders, waives, and relinquishes without limitation any and all rights of ownership, possession, custody, control, access, copying, and viewing of his PC folders and all other ecclesiastical files containing any notations regarding his spiritual progress, both with respect to the folders and files themselves and the information contained in them.

I. The abandonment, surrender, waiver, and relinquishment to which [private] refers in the immediately preceding subparagraph is unconditional and irrevocable and applies equally to anyone acting or purporting to be acting on [private]'s behalf or for his benefit, whether he is alive or dead, whether he is disable or incapacitated, and under any and all circumstances foreseen or unforeseen, in perpetuity, without exception or limitation.

J. SHOULD [private] OR ANYONE ACTING OR PURPORTING TO BE ACTING ON HIS BEHALF OR FOR HIS BENEFIT EVER SEEK ACCESS TO ANY OF HIS PC FOLDERS OR ANY OTHER ECCLESIASTICAL FILE CONTAIN ANY NOTATIONS REGARDING HIS SPIRITUAL PROGRESS, [private] INTENDS FOR THE SUBMISSION OF THIS AGREEMENT AND GENERAL RELEASE TO THE PRESIDING JUDICIAL OFFICER TO BE A COMPLETE AND SUFFICIENT BASIS FOR THE IMMEDIATE DENIAL OF WHATEVER ACCESS IS BEING SOUGHT WITH PREJUDICE TO ANY OTHER OR FURTHER EFFORT TO BREACH THE ABSOLUTE CONFIDENTIALITY OF THOSE MATERIALS OR THE EXCLUSIVE RIGHT OF CHURCH OF SCIENTOLOGY INTERNATIONAL TO PRESERVE THEIR ABSOLUTE CONFIDENTIALITY.

K. [private] FURTHER ACKNOWLEDGES AND CONFIRMS THAT SHOULD HE OR ANYONE ACTING OR PURPORTING TO BE ACTING ON HIS BEHALF EVER SUE, OR OTHERWISE SEEK LEGAL RECOURSE WITH RESPECT TO ANY DISPUTE, CLAIM OR CONTROVERSY AGAINST CSWUS, CSI, RTC, ANY OTHER SCIENTOLOGY CHURCH, ANY OTHER ORGANIZATION WHICH ESPOUSES, PRESENTS, PROPAGATES OR

PRACTICES THE SCIENTOLOGY RELIGION, OR ANY PERSON EMPLOYED BY ANY SUCH ENTITY, REGARDLESS OF THE NATURE OF THE DISPUTE, CLAIM OR CONTROVERSY, HE INTENDS FOR THE SUBMISSION OF THIS AGREEMENT TO THE PRESIDING JUDICIAL OFFICER TO BE A COMPLETE AND SUFFICIENT BASIS FOR THE IMMEDIATE DISMISSAL OF ANY AND ALL SUCH PROCEEDINGS WITH PREJUDICE TO FURTHER PROCEEDINGS OF ANY KIND.

6. Covenants.

[private] covenants, agrees, and promises that:

A. [private] will never disclose any information, data, or knowledge he has learned or will learn at any time in the future about the organization of CSWUS, CSI, RTC, or any other entity, which has not been authorized to be publicly disclosed, including, but not limited to, information or data related to their internal structures, security systems, finances, functions, confidential locations or activities, memos, correspondence, electronic information and information related to their schedules, duties and activities. [private] acknowledges that disclosure set forth in this subparagraph will remain in force in perpetuity.

B. [private] will never disclose any information, data, or knowledge he has learned or will learn about or relating to any of the Releasees, their staff or former staff, officers or former officers, directors or former trustees, parishioners or former parishioners, or L. Ron Hubbard that has not been authorized for release to the general public. Such matters include, by way of example and not limitation, information, data, or knowledge relating to security matters, financial information, private information concerning any of the Releasees or their staff, including their schedules and activities, priest-penitent privileged communications, attorney-client privileged information, plans programs, strategies, projects, or any other information about any of the Releasees or the Scientology religion, which are not specifically authorized to be disclosed by [private]. [private] acknowledges that disclosure of such information could cause irreparable injury to the Releasees and that the obligations set forth in this subparagraph will remain in force in perpetuity.

C. [private] will never sell, copy, quote from, publish, electronically post, distribute, disseminate, duplicate, paraphrase, or reveal the contents of any of those Scientology materials known as the "Advanced Technology" or "Upper Level Materials." He acknowledges that the Upper Level Materials are confidential and that meticulous efforts are made to maintain that confidentiality. [private] further represents that he does not have in his possession, custody, or control any such materials or copies thereof. [private] acknowledges that disclosure of such information could cause irreparable spiritual injury to the Releasees and that the obligations set forth in this subparagraph will remain in force in perpetuity.

D. [private] will never voluntarily assist any person, group or organization in any effort to harass or injure any of the Releasees, their staff, public or parishioners, and will not voluntarily assist in any manner any person or entity involved in or contemplating investigation, litigation, or arbitration against any of the Releasees, whether as a plaintiff or as a defendant, unless compelled to do so by proper, noncollusive service of a subpoena or other lawful process upon [private]. [private] acknowledges that the obligations set forth in this subparagraph will remain in force in perpetuity.

E. [private] agrees never to create or electronically post or publish or attempt to publish, and/or assist another to create for publication or posting by means of newspaper story, magazine, article, book or other similar form, any writing, or to broadcast, or to assist another to create, write, film or video tape or audio tape, electronic posting, any news program or movie, concerning his experiences with, knowledge of, or information concerning, the Scientology religion, or any of the Releasees, or any of their respective staff, former staff, parishioners, or former parishioners. [private] acknowledges that the obligations set forth in this subparagraph will remain in force in perpetuity.

F. [private] will never aid or assist in any manner any person or organization hostile

to or engaged in attacks against the Scientology religion, any Church of Scientology, any of their parishioners, or any of the Releasees. [private] MAY ALSO CONTACT A REPRESENTATIVE OF THE CHURCH OF SCIENTOLOGY INTERNATIONAL AT ANY TIME TO INFORM HER OF ANY INDIVIDUAL REQUESTING OR SEEKING HIS ASSISTANCE IN ANY ATTACK, DISPARAGEMENT OR OTHER ANTAGONISTIC ACT AGAINST ANY CHURCH OF SCIENTOLOGY OR ANY OF THEIR PERSONNEL.

G. [private] will never testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to the Scientology religion, any of its parishioners, or any of the Releasees, unless compelled to do so by proper, non-collusive service of a subpoena or other lawful process. To enable CSWUS to assist [private] should he be served with such a subpoena or other process by a third party seeking testimony and/or the production of documents concerning any of the Releasees, [private] shall notify CSWUS through its corporate secretary or any of its officers within two (2) days of receipt of such service, and shall furnish him or her with a copy of any such subpoena or process. [private] acknowledges that the foregoing notice provision exists to help him to cooperate with CSWUS respect to such subpoena and process. [private] acknowledges that the obligations set forth in this subparagraph will remain in force in perpetuity.

H. [private] agrees never to utter, write, print, post, disseminate, video, circulate, quote or publish any kind of statement in any form, which is defamatory or disparaging against any of the Releasees, either directly or indirectly. [private] acknowledges that the obligations set forth in this subparagraph will remain in force in perpetuity.

7. Remedies for Breach.

A. [private] agrees to resolve any dispute with any of the Releasees through binding Scientology ecclesiastical arbitration under the authority of the International Justice chief. [private] agrees that prior to his filing of any request for arbitration, he will endeavor to meet in person with a representative of CSWUS and exhaust all reasonable potential compromises and resolutions of such dispute.

B. Should [private] breach or threaten to breach this Agreement, he agrees that CSWUS or any other of the Releasees shall have the right to seek an ex parte issuance of a temporary restraining order, and to obtain a preliminary and permanent injunction against him, without bond, in any court of competent jurisdiction, to prohibit him from breaching this Agreement and to compel him to comply with the terms of this Agreement. If CSWUS or any of the other Releasees have to take such legal action because [private] threatens or attempts to or does violate the terms of this Agreement, then he will be responsible for all costs, attorneys' fees and damages arising from such action.

C. No delay or omission of CSWUS or any other Releasee, in exercising any right or remedy accruing upon any default or breach of this Agreement shall be construed as a waiver of any such default or breach or any acquiescence therein. Every right and remedy conferred hereunder upon CSWUS, or any other Releasee may be enforced and exercised as often as permitted by law.

8. Severability.

If any provision of this Agreement shall be declared to be void, invalid or otherwise unenforceable in whole or in part by a court of competent jurisdiction, all remaining provisions shall be unaffected and shall remain in full force and effect.

9. Amendment.

This Agreement may only be amended by written agreement signed by [private] and

CSWUS.

10. Applicable Law.

This Agreement shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of California without reference to conflicts of law.

11. Consult with Counsel.

[private] warrants that he has read and fully understands the nature and content of this Agreement. [private] expressly acknowledges that he is entering into this Agreement freely and voluntarily and that he has had the opportunity to consult with counsel of his choice prior to the execution of this Agreement.

12. Inconsistent Acts.

[private] further agrees to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

13. Headings.

The paragraph headings contained in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

14. Counterparts.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same instrument.

15. Non-Parties to this Agreement.

To the extent that this agreement inures to the benefit of person or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

16. Additional Acts.

[private] and CSWUS will perform all further acts that may be reasonably necessary and useful to effectuate the purposes and provisions of this Agreement.

17. Joint Preparation.

Both [private] and CSWUS have cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, it shall not be construed against either [private] or CSWUS.

18. No Assignment of Claims.

Both [private] and CSWUS acknowledge and warrant that he or it has not assigned or otherwise transferred to any third party an interest in any claim it may have against any signatory to this Agreement or Releasee, and [private] acknowledges and agrees to indemnify and hold CSWUS and the Releasees harmless from any liability

resulting from having assigned or transferred such interest to a third party.

19. No Admissions.

This Agreement is the document by which all rights, duties, and obligations of [private] and CSWUS are memorialized at the conclusion of [private]'s employment by CSWUS. It shall not in any way be construed as an admission by CSWUS that it acted wrongfully with respect to [private] or any other person, or that [private] has any rights whatsoever against CSWUS. CSWUS specifically disclaims and [private] specifically acknowledges that CSWUS disclaims any liability to or wrongful acts against [private] or any other person, on the part of itself, its agents, or anyone else acting on its behalf.

20. No Other Claims.

[private] covenants and represents that he has not filed any complaints or charges or lawsuits against CSWUS or any Releasee with any governmental agency or any court, and that [private] will not do so at any time hereafter.

21. No Obligation.

[private] agrees and acknowledges that the consideration identified in paragraph 4 of this Agreement is not required to be given to [private] by any policy or procedure of CSWUS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CHURCH OF SCIENTOLOGY INTERNATIONAL

By: _____ [private] _____

[private]

_____ [private] _____

FAQ: Questions and Answers

[\[back to notice text\]](#)

Question: What can be kept as a trade secret?

Answer: A trade secret is information that provides a business with a competitive advantage. The following section provides examples of circumstances where trade secret protection was approved or denied. Courts have provided trade secret protection to formulas, patterns, plans, designs, physical devices, processes, software, and "know-how." Examples of these trade secret categories are provided below. Please keep in mind that different courts may reach contrary conclusions concerning trade secret status with respect to what may appear to be identical matters. You may wish to consult a lawyer in your local area to obtain information on your state's laws.

• **FORMULA:**

A formula (i.e., a recipe that allows one to create a product) can be a trade secret. One of the most familiar examples of a trade secret formula is the Coca-Cola formula. This formula gives the Coca-Cola Company a significant business advantage in the soda market, as there is no other soda that tastes the same. The Coca-Cola Company has put numerous security measures in place to keep its formula a secret. In fact, the Coca Cola Company ensures that no one knows every step of the formula!

Other common formulas found to be trade secrets in the food, drug, and cosmetics industry include formulas for butter flavoring, cheese, breakfast cereal, seasoning for fried chicken, special diet rations for dogs, mixed alcoholic beverages, lipstick, and hair conditioner. On the other hand, formulas for a lemon-flavored soft drink, recipes and cooking procedures for common dishes such as BBQ chicken and bakery goods were all denied trade secret protection.

- **PATTERNS, PLANS, & DESIGNS:**

A pattern, plan or design can be a trade secret. For example, courts have found the following to be trade secrets: circuitry for an advanced minicomputer, color TV circuitry, schematics for an analog circuit, plans and specifications for gears and rollers of a photo-processing machine, plans for drilling equipment, plans and designs for a veneer dryer, molds for the manufacture of street markers, and a design for a grating.

- **PHYSICAL DEVICE:**

A physical device used in manufacturing can be a trade secret. Examples of these devices found to be trade secrets include: a device for manufacturing radio parts, machinery and equipment used to manufacture polyethylene, machinery and equipment used to manufacture saw grade diamonds, a computer tool used to service microprocessor-based elevators, a tool for making a pressure-sensing mechanism, a machine for inking carbon paper and ribbons, and an adhesive-tape machine.

- **PROCESS:**

A process, method or technique used to make the final end product can also be a trade secret. The following is an example of using a process as a trade secret: Suppose you work at a hair salon and when a customer wants you to dye his or her hair, you use a hair dye formula that is pre-bottled. However, you have also developed your own unique process in applying the formula to hair so that the hair color stays longer. Because your process gives you a competitive business advantage, you may obtain trade secret protection of your dye process.

Other examples of processes found to be trade secrets include: a process to manufacture foam crash pads, a process to treat metal, a process to manufacture fiberglass, a method and procedure to manufacture epoxy resin rods, a process to manufacture potassium sulfate, and a process for an environmentally sound method to manufacture coated paper.

Keep in mind that processes and methods incident with a patent may still constitute a trade secret. See below for more information on patents and trade

secrets.

- **?KNOW-HOW?:**

"Know-how" can be a trade secret. A method or technique in some cases might fall into the "process" category, but many methods and techniques can be better described as "know-how" (i.e., information and experiential expertise related to using formulas or processes.) When asserting methods and techniques in this category, however, one must be very specific in describing the method or technique. Examples of trade secrets in this area include: know-how pertaining to the construction of plant chemicals, methods for testing procedures to assure the quality of raw material, know-how to ascertain whether CAT scanning equipment and components are operating according to specifications and to identify malfunctions, and methods to manufacture typewriters.

Topic maintained by [Santa Clara University School of Law High Tech Law Institute](#)

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