

AFFIDAVIT OF MICHAEL RINDER

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

1. I was a member of the Board of Directors of the Church of Scientology International from 1983 until 2007, when I terminated my relationship with the Church of Scientology and all related entities.

2. I was raised as a Scientologist from the age of 6 and, as such, am well versed on the policies and procedures of the Church of Scientology.

3. During the course of my employment with the Church, I was responsible for creating the Enrollment Agreement and “arbitration” clause, and I would have been responsible for providing the rules for “arbitration.” No such rules were ever created for the “arbitration” process beyond selection of the arbitral panel, nor were, or have they ever been delineated. It simply was not the intent of the Church that the “arbitration” process amount to anything beyond a statement on paper.

4. During the course of my employment as head of the Church’s worldwide legal matters for more than 20 years, I became aware of attempts made by persons to get their money back from the Church. Every such attempt was reported to me on a weekly basis.

5. Since the inclusion of the “arbitration” clause in the Enrollment Agreement, I am not aware of a single instance where *anyone* has participated in “arbitration”.

6. I have read the Declaration of Mike Ellis filed in an attempt to comply with the Court’s Order dated September 24, 2014 and can state of my own knowledge, that the procedure described for the Committee of Evidence has absolutely nothing to do with “arbitration” nor was

it ever intended that that procedure apply to “arbitration”. I note that the Affidavit of Mike Ellis fails to respond to the Court’s Order of September 24, 2014 which states as follows:

“Within **ten (10) days**, Defendants shall also provide evidentiary support for the following statements made in their Response to Court Order Regarding Arbitration Procedures: “The Church of Scientology International Justice Chief (“IJC”) has ruled that the procedures and rules governing a Committee of Evidence apply in arbitration proceedings” (Dkt. 91 at 2). Plaintiffs may rebut any such evidence within **ten (10) days**. (Emphasis supplied).

The Affidavit of Mike Ellis offers no evidence that there has been a ruling that the Committee of Evidence Rules apply to arbitration other than to intimate that that was the intent in 1963 (when the original “policy letter” was written which is now partly incorporated into the book *Introduction to Scientology Ethics*), which was long before arbitration ever existed in any enrollment agreement. In fact, no such ruling of the International Justice Chief ever took place. To the contrary, the Committee of Evidence Procedure could not possibly be used in arbitration as is shown by the cites provided by the church to *The Introduction to Scientology Ethics* book which contains the procedures and rules governing the Committee of Evidence. The purpose and function of the Committee of Evidence is completely incompatible with the limited procedure set forth in the Enrollment Agreement for choosing arbitrators. That is because the purpose, function and procedural substance applicable to the Committee of Evidence was not, and is not, intended to apply to arbitration.

(a) A Committee of Evidence is convened when it is suspected or alleged that a given person has committed a wrong (a “Crime” or “High Crime” in Scientology parlance) as opposed to a refund of contributions or allegations of fraud against the Church. “Crimes are punished by convening Committees of Evidence and may not be handled by direct discipline.” (*Introduction to*

Scientology Ethics [all cites are to the 2007 edition of *Introduction to Scientology Ethics* Bridge Publications Inc, hereafter referred to as *ITSE*] p. 307). “A Committee of Evidence is convened on the subject of a known Crime or High Crime, as it has come to be looked on (and is) a trial by jury, there being a charge. (*ITSE* p. 349)

(b) A Committee of Evidence functions as a fact-finding jury and is in no way similar to an arbitration panel. “[It is] a fact-finding body composed of impartial persons properly convened by a Convening Authority which hears evidence from persons it calls before it, arrives at a finding and makes a full report and recommendation to its Convening Authority for his or her action.” (*ITSE* p. 338) The highest “Convening Authority” in Scientology is the International Justice Chief.

(c) A Committee of Evidence consists of appointed members, rather than party-selected arbitrators. “The Chairman is appointed at the discretion of the Convening Authority appointing the Committee.” “The Secretary is appointed specifically by the Convening Authority.” (*ITSE* p. 338) “Members of the Committee are specifically named by the Convening Authority. In addition to the Chairman and Secretary they may not number less than two or more than five.” (*ITSE* p. 339)

(d) A Committee of Evidence is not authorized to preside over matters relating to return of funds. “The org or any part of it may not be sued for financial damages or refund.” (*ITSE* p. 355)

(e) As written into the Enrollment Agreement, the guise of “arbitration” was intended to apply *after* a person exhausted the review by the International Justice Chief, who is the highest authority in Scientology. The Enrollment Agreements state: "Any dispute, claim or controversy which still remains unresolved after review by the IJC shall be submitted to binding religious arbitration in accordance with the arbitration procedures of Church of Scientology International ... "

(f) Unlike the procedure established for naming arbitrators, the Committee of Evidence is “composed of Chairman, Secretary, and two to five Committee members appointed by the Convening Authority” (*ITSE* p. 346), not three scientologists in good-standing chosen by the parties as is the case in arbitration.

(g) The Committee of Evidence findings can be altered or nullified by the convening authority, who “approves, mitigates or disproves the Findings and Recommendations of the Committee of Evidence he or she appoints” (*ITSE* p. 338) and he “...may disband a Committee of Evidence he or she convenes if it fails to be active in the prosecution of its business, and may convene another Committee in its place” (*ITSE* p. 338)

7. Committees of Evidence are specifically *not* to deal with matters of “refunds.”

Mr. Ellis has been intentionally disingenuous in para 2 of his declaration where he references the original 1963 “Policy Letter” on Committees of Evidence as referring to “refunds”. But this reference was subsequently changed, and refunds are no longer mentioned with regard to Committees of Evidence in current church policy. This is why he did not cite to *Introduction to*

Scientology Ethics, because the word “refund” no longer appears in the discussion of Committees of Evidence. Yet at para 5 he avers that *this book* is the policy of the church that is “understood by members of the religion” *not* an obscure 1963 edition of a “policy letter” that is generally unavailable to the public.

8. Even so, the 1963 “policy letter” Mr. Ellis cites and the entire *Introduction to Scientology Ethics*, do not include the word arbitration anywhere.

9. On the other hand, the Enrollment Agreements make no mention of Committee of Evidence rules – the *only* specification concerning arbitration procedure is directly contradictory to the procedures described in *Introduction to Scientology Ethics*.

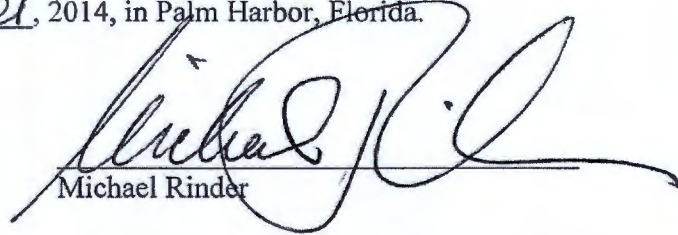
10. On page 2 of the Declaration of Mike Ellis, he states “since 2002, over 5,000 of these proceedings (Committee on Evidence) have been conducted”. Yet, he has not denied that there has never been an arbitration hearing in the entire history of The Church apart from an unnamed and untimed “recent” request for arbitration which presumably postdates all Enrollment Agreements and the motions in this Court.

11. The Committee of Evidence chapter appears on page 337 of *Introduction to Scientology Ethics*. On page 309 of the same book it states “Suppressive Persons or Groups relinquish their rights as Scientologists by their very actions and may not receive the benefits of the Codes of the Church.” It is without question that the Plaintiffs in this case have been declared suppressive persons by The Church so that even if some strained interpretation were to apply the Committee of Evidence Rules to the arbitration process, they would not apply to these Plaintiffs who by Church decree are not entitled to participate in any benefits of the Codes of The Church. The International Justice Chief has sent letters to those requesting refunds, denying them access to *any* Scientology “justice,” even denying them the right to a Committee of

Evidence, let alone arbitration, on the basis that this is a "High Crime" in Scientology
"Demanding the return of any and all donations made for standard training and processing
actually received or received in part and still available but undelivered but only because of
departure of the person demanding (the donations must be refunded but this policy applies)"
(ITSE p. 312) and thus they are not entitled to the "benefit" of any Scientology justice
procedures.

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

Executed this 15th day of October, 2014, in Palm Harbor, Florida.


Michael Rinder