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8 Defendant and Cross-Complainant *pro se*

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 16 2010

John A. Clarke, Executive Officer/Clerk
By *[Signature]* Deputy
GLORIETTA ROBINSON

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES
11 CENTRAL DISTRICT

12 KENDRICK MOXON)

13 Plaintiff,)

14 v.)

15 GRAHAM BERRY,)

16 Defendants.)

17 GRAHAM E. BERRY, an individual;)

18 Cross-Complainant,)

19 v.)

20 KENDRICK L. MOXON, an individual;)

21 Cross-Defendant.)

Case No. BC429217

DEFENDANT AND CROSS-
COMPLAINANT'S APPENDIX NO. III
OF EXHIBITS AND REQUEST FOR
JUDICIAL NOTICE FILED AS PART OF
THE UNVERIFIED ANSWER AND
VERIFIED COMPULSARY CROSS-
COMPLAINT HEREIN.

Action filed: January 5, 2010

[Filed concurrently with: (1) Judicial Council
of California Form MC-701 (C.C.P. §391.7;
(2) Appendix No. I of Exhibits [Exhibit A];
(4) Appendix No. II of Exhibits [Exhibits B-
D] ; Unverified answer and verified cross-
complaint]

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24 Ex. F(2)
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EXHIBIT F (2)

<p>regarding Berry. Cipriano does so.</p>	
<p><u>September 18, 1998:</u></p> <p>LASC Judge Chavez deems <i>Berry v. Miscavige, Ingram (Moxon & Abelson)</i> related to <i>Berry v. Cipriano</i> and <i>Berry v. Barton</i> and assigns all three cases to LASC Judge Alexander Williams III for all purposes.</p>	
<p><u>September 25, 1998:</u></p> <p>Berry files First Amended Complaint in <i>Berry v. Miscavige, Church of Scientology International, Ingram, Lewis, D'Amato, Brisbois & Bisgaard, and others</i>, LASC Case No. BC 196402. Ingram is a named defendant. Moxon and Abelson are identified as primary participants in the alleged wrong-doing, as percipient witnesses, and as prospective defendants to be added as defendants in accordance with Cal. Civ. Code § 1742. Drescher was also identified as a participant and percipient witness. FAC claims damages for defamation, invasion of privacy, intentional & negligent infliction of emotional distress, conspiracy, RICO and Civil Rights violations re (among other things) the publication of the Cipriano, Krim, Le Geros, Cantwell & Long declarations obtained by the</p>	<p><i>Berry v. Miscavige</i>, First Amended Complaint, <i>inter alia</i>:</p> <p>Moxon, Abelson, Bowles, Kobrin ¶¶ 10, 15, 108, 149 (k), 149 (u), 152 - 153, 155, 157-159, 163, 165-166, 168-169, 173 -174, 177-181, 192, 199, 202, 220-222, 227, 231-237, 241-245, 251, 256, 257, 262, 267, 269, 273, 282, 289, 295-298, 302-303, 305.</p> <p>Drescher: ¶¶ 209, 211-212, 248-250, 256, 294(a).</p> <p>Drescher, Abelson, Moxon & Kobrin's continued appearances and filings as counsel for various of the named defendants throughout the entirety of the three consolidated <i>Berry</i> cases [<i>Berry v. Cipriano, Barton and Miscavige</i>].</p>

<p>Church of Scientology, Moxon, Ingram, <i>et al.</i>, published by the CAN Reform Group, Ingram, Baldwin <i>et. al.</i> Also seeks damages for interference in economic relations and abuse of process. Case also assigned to LASC Judge Alexander H. Williams, III.</p>	
<p><u>September 26, 1998:</u></p> <p>Moxon emails Children's Charities of America and urges them to retain his then co-counsel Barbara Reeves, Esq., then of Paul, Hastings, Janofsky & Walker as counsel. "Her husband is a Court of Appeals judge." [Hiring her <u>may have</u> enabled the Church to move the then pending <i>Wollersheim v. CSI</i> appeal to another appellate panel.] The Paul Hastings law firm will not make money on the retention. At the time Samuel D.Rosen, Barbara Reeves, Michael Turrill and the Paul Hastings law firm were representing Church of Scientology employee Barton in <i>Berry v. Cipriano</i>, <i>Barton</i>, <i>Miscavige</i> (<i>Moxon</i>, <i>Abelson & Ingram</i>) and the Church of Scientology corporation Religious Technology Center in <i>Pattinson v. Miscavige</i>.</p>	<p>Cipriano Decl. III, ¶ 65, 66, Ex.26).</p>
<p><u>September 29, 1998:</u></p> <p>At a hearing in the <i>Berry v. Cipriano</i>, <i>Barton & Miscavige</i> related cases,</p>	<p>Minute Order 09/29/98. Reporter's Transcript pp.24-25.</p>

<p>LASC Judge Williams formally orders the <i>Berry v. Cipriano/Barton/Miscavige</i> cases consolidated as <i>Berry v. Cipriano</i>, LASC Case Number BC184355; grants Berry leave to file his Cal. Civ. Code ¶ 1714.10 Petition to add attorneys upon a conspiracy claim; requests Berry to place on the court record <u>the names of the attorneys who are to be added to the litigation as defendants</u>, and Berry identifies: Timothy Bowles, Kendrick Moxon, Helena Kobrin, William Drescher & Elliot Abelson. Judge Williams orders Berry to file and serve his proposed three amended complaints, and his Cal. Civ. Code ¶1714.10 petition to add Bowles, Moxon, Kobrin, Drescher and Abelson as defendants, by October 9, 1998. Berry advises the court that defendants (including Ingram and Jentszch) appear to be avoiding service. Moxon [mis] represents to the court that he could not assist with service because he had no involvement with any of the un-served defendants including Ingram and Jentszch. See also Nov. 30, 1994 letter to Kobrin indicating her and her firm's culpability for the wrongdoing alleged by Berry.</p>	
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<p><u>October 5, 1998:</u></p> <p>In <i>Berry v. Miscavige</i> [Moxon. Abelson, Ingram], Kobrin [Moxon & Kobrin] appears for defendant Jentzsch and files [unsuccessful] Removal of Civil Action (28 U.S.C. ¶ 1441(b). Moxon & Kobrin are representing defendant Cipriano in <i>Berry v. Cipriano</i> and defendant Chait in <i>Berry v. Barton</i>. The Removal prevents Berry from filing his Cal. Civ. Code ¶1714.10 Verified Petition to formally add Moxon and Abelson as defendants to the <i>Berry v. Miscavige</i> [FAC] complaint. On September 28, 1998 LASC Judge Williams had ordered Berry to file the Cal. Civ. Code ¶1714.10 Petition before or on October 9, 1998, and Moxon had represented to LASC Judge Williams that he had no involvement with any of the defendants in the case, including Jentzsch, and therefore could not resolve the avoidance of service. The Moxon & Kobrin Removal Notice expressly states that Jentzsch had not been served!</p>	
<p><u>October 6,1998:</u></p> <p>1) Moxon telephones Cipriano and tells him to lease himself a new Saturn motorcar. His own vehicle had been “repossessed” by former fiancée Christine Geros. The lease is in the</p>	<p>Cipriano Decl. III, ¶ 67, Ex.27. Cipriano Depo.T.Vol. II, 153:6-</p>

<p>name of <u>both</u> Cipriano and Moxon. They both use Moxon and Cipriano's Palm Springs address. The car invoice shows Moxon as the owner and uses his residential address and business and residential telephone numbers.</p> <p>2) Moxon leased Cipriano the car for person use, for his business use, and to travel between Los Angeles and Palm Springs.</p> <p>3) Cipriano understood that these things were being provided [by Moxon et al] to stay the course of the litigation and not to tell the truth.</p> <p>4) <i>Berry v. Miscavige (Ingram, Moxon</i> <i>and Abelson)</i> defendants Bob Lewis and Lewis, D'Amato file Joinder with CSI President Jentzsch to remove that case to Federal Court.</p> <p>5) <i>Berry v. Miscavige (Ingram, Moxon</i> <i>and Abelson)</i> defendants Bob Lewis and Lewis, D'Amato file Joinder with CSI President Jentzsch to remove that case to Federal Court.</p>	<p>Cipriano Depo.T.Vol. II, 155:13-156:15.</p>
<p><u>October 8, 1998:</u> Moxon provides Don Snodgrass with wire transfer information for transferring \$18,500.00 to attorney Lloyd Levinson, Esq. in New Jersey to expunge Cipriano's felony conviction before trial</p>	<p>Cipriano Decl. III, ¶ 68, Ex.28.</p>

<p>in <i>Berry v. Cipriano, Barton, Miscavige [Moxon, Abelson, Ingram]</i>.</p>	
<p><u>October 16, 1998:</u></p> <p><i>Berry v. Miscavige</i> defendants Lewis, D'Amato & Bob Lewis file F.R.Civ. P. Rule 12 (b) (6) to dismiss FAC for "failure to state a cause of action." The motion is not ruled upon because of Berry's <u>successful</u> Remand of the case back to LASC. The Federal Judge is a personal friend of Bob Lewis but fails to act appropriately.</p>	
<p><u>October 26, 1998:</u></p> <p>(1) Moxon and Cipriano hold a special meeting of the Day of the Child directors. They accept Leslie Lamborn's resignation and approve an annual salary of \$50,000.00 for Cipriano retroactive to May 1, 1998 when he assumed his duties as Executive Director (this was prior to his testimony in <i>Berry v. Cipriano /Barton / Miscavige [Moxon, Abelson and Ingram]</i>). Scientologists Leslie McMillan, Joan Varanelli and Ian Westwood-Booth are elected to the Board of Directors;</p> <p>(2) Berry files [ultimately <u>successful</u>] Motion to Remand (28 U.S.C. ¶1447(c)) <i>Berry v. Miscavige [CSI,</i></p>	<p>Cipriano Decl. III, Ex.25.</p>

<p><i>Moxon, Kobrin, Abelson, Drescher & Ingram</i>] from Federal Court back to LASC;</p> <p>(3) In USDC in <i>Berry v. Miscavige</i> [<i>CSI, Moxon, Kobrin, Abelson, Drescher & Ingram</i>] Drescher, on behalf of CSI, files Motions to Strike Complaint and for more definite statement (F.R.Civ. P. Rules 8, 12(e) & (f) and Joinder in Removal of Action filed by Moxon & Kobrin on behalf of CSI President Jentzsch;</p> <p>(4) In USDC in <i>Berry v. Miscavige</i> [<i>CSI, Moxon, Kobrin, Abelson, Drescher & Ingram</i>] Reeves of Paul Hasting's LA office, on behalf of RTC, files Joinder with Drescher's/CSI's Motions to Strike Complaint and for more definite statement (F.R.Civ. P. Rules 8, 12(e) & (f) and Joinder in Removal of Action filed by Moxon & Kobrin on behalf of CSI President Jentzsch.</p>	
<p><u>October 28, 1998:</u></p> <p>In USDC in <i>Berry v. Miscavige</i> [<i>CSI, Moxon, Kobrin, Abelson, Drescher & Ingram</i>], Monique E. Yingling of Washington, DC's Zuckert, Scoutt & Rasenberger LLP, on behalf of paramount scientology corporation Church of Religious Technology, files Joinder with Drescher's/CSI's Motions</p>	

<p>to Strike Complaint and for more definite statement (F.R.Civ. P. Rules 8, 12(e) & (f) and Joinder in Removal of Action filed by Moxon & Kobrin on behalf of CSI President Jentzsch.</p>	
<p><u>November 1, 1998:</u></p> <p>In USDC in <i>Berry v. Miscavige</i> [CSI, Moxon, Kobrin, Abelson, Drescher & Ingram], Berry files [successful] Opposition to CSI's Motions for a more definite statement and to strike (F.R.Civ.P Rules 8, 12(e) & (f).</p>	
<p><u>November 2, 1998:</u></p> <p>(1) In USDC in <i>Berry v. Miscavige</i> [CSI, Moxon, Kobrin, Abelson, Drescher & Ingram], Abelson, on behalf of ["un-served"] private "investigator"/re-publisher defendants Ingram, Gaw, Andrews, Batterton and Silvers, files Joinder in Removal of Action filed by Moxon & Kobrin on behalf of CSI President Jentzsch;</p> <p>(2) In USDC in <i>Berry v. Miscavige</i> [CSI, Moxon, Kobrin, Abelson, Drescher & Ingram], Drescher, on behalf of CSI Executive defendants Rinder, Weiland and Farney, files Joinder in Removal of Action filed by Moxon & Kobrin on behalf of CSI President Jentzsch;</p> <p>(3) In USDC in <i>Berry v. Miscavige</i> [CSI, Moxon, Kobrin, Abelson, Drescher &</p>	

<p>Ingram], Drescher, on behalf of CSI, files opposition to Berry's [ultimately <u>successful</u>] Motion to Remand the case back to State Court (LASC/Judge Williams);</p> <p>(2) In USDC in <i>Berry v. Miscavige</i> [CSI, Moxon, Kobrin, Abelson, Drescher & Ingram], Berry files opposition to Drescher/CSIs [unsuccessful] Motions to Strike, Dismiss and for a more definite statement (F.R.Civ.P. Rules 8, 12(e) & (f).</p>	
<p><u>November 3, 1998:</u></p> <p>Moxon requests Cipriano to meet him at his LA law office. He has obtained \$20,000.00 to pay the Lloyd Levinson, Esq. felony expungment fee. Moxon <u>implies</u> that it has been paid by John Travolta and suggests Cipriano write and thank Travolta for the money.</p>	<p>Cipriano Decl. III, ¶¶70, 71.</p>
<p><u>November 4, 1998:</u></p> <p>(1) Scientology leader David Miscavige's lawyers, Paul Hasting's New York (Rosen) and LA (Bradley S. Pauley), file [unsuccessful] "Joinder In Removal" [to USDC CDCA] of <i>Berry v. Church of Scientology International (sic) [Miscavige]</i> by CSI President Heber Jentsch;</p> <p>(2) Building Management Service's lawyer Drescher files [unsuccessful]</p>	

<p>“Joinder In Removal” [to USDC CDCA] of <i>Berry v. Church of Scientology International (sic) [Miscavige]</i> by CSI President Heber Jentzsch;</p> <p>(3) RTC’s lawyer’s, Paul Hasting’s Reeves and Turrill of LA, file [unsuccessful] Joinder in Support of CSI’s opposition to Berry’s USDC CDCA motion to remand <i>Berry v. Miscavige</i> back to LASC.</p>	
<p><u>November 5, 1998 (approx.):</u></p> <p>Moxon requests Cipriano to federal express Day of the Child information packages to Timothy Bowles, Esq. and Isadore Chait (a defendant in <i>Berry v. Cipriano, Barton, Miscavige [Abelson, Moxon, Ingram]</i> in Clearwater, FL. [a Scientology ‘Land Base’] using the Moxon & Kobrin Federal Express account.</p>	<p>Cipriano Decl. III, ¶ 72.</p> <p>Cipriano Depo.T.Vol. II, 194:21-195:4,203:21-205:4.</p>
<p><u>November 6, 1998:</u></p> <p>In USDC, “removed” case <i>Berry v. Miscavige(Ingram, Moxon, Kobrin, Abelson and Drescher)</i>, Berry files Reply to Drescher/CSI Opposition Berry’s [successful] Motion to Remand the case back to State Court/Judge Williams [28 USC ¶1447(c). Reply notes ethical issues of attorneys representing parties in cases where those attorneys know they are likely to</p>	<p>Moxon & Kobrin represent Cipriano (<i>Berry v. Cipriano</i>), Chait (<i>Berry v. Barton</i>), Jentzsch (<i>Berry v. Miscavige</i>); Drescher represents CSI, Building Management Services, Rinder, Weiland & Farny (<i>Berry v. Miscavige</i>); Abelson represents Ingram, Gaw, Andrews, Batteron & Silvers (<i>Berry v. Miscavige</i>).</p>

become defendants and/or witnesses.	
<p><u>November 9, 1998:</u></p> <p>(1) In USDC in <i>Berry v. Miscavige</i> [CSI, <i>Moxon, Kobrin, Abelson, Drescher & Ingram</i>], Drescher, on behalf of CSI, files Reply to Berry's [ultimately <u>successful</u>] Opposition to Motion to Strike and For More Definite Statement (F.R.Civ.P.Rules 8, 12(e) & (f);</p> <p>(2) In USDC in <i>Berry v. Miscavige</i> [CSI, <i>Moxon, Kobrin, Abelson, Drescher & Ingram</i>], Bob Lewis and Lewis D'Amato file Reply in support of [unsuccessful] Motions to Strike and Dismiss.</p>	
<p><u>November 16, 1998:</u></p> <p>In USDC, "removed" case <i>Berry v. Miscavige</i>(<i>Ingram, Moxon, Kobrin, Abelson and Drescher</i>) co-defendants Bob Lewis and Lewis D'Amato file motion to recuse USDC Judge Howard Matz on the ground that while in private practice he had represented three former Lewis D'Amato partners in a claim against that firm.</p>	
<p><u>November 20, 1998:</u></p> <p>(1) Isadore Chait, scientologist and CAN Reform Group defendant in <i>Berry v. Barton, Chait, Shaw, et al.</i>, writes a \$1,000.00 check to Cipriano/Moxon's Day of the Child c/o Moxon & Kobrin.</p>	<p>Cipriano Decl. III, ¶ 72, Ex. 32.</p> <p>Cipriano Depo.T.Vol. II, 194:21-195:4.</p>

<p>It is used to open the Day of the Child bank account with its address at the Moxon & Kobrin law offices. Moxon is both Cipriano and Chait's lawyer in <i>Berry v. Cipriano, Barton [Chait]</i>, <i>Miscavige [Moxon, Abelson, Ingram]</i>.</p> <p>(2) Other than Moxon & Kobrin, Chait, Barton, the only other Day of the Child funds were some payments by Cipriano's Palm Springs friend Don Snodgrass and the settlement of a bar tab.</p>	<p>Cipriano Depo.T.Vol. II, 194:21-195:4.</p>
<p><u>November 23, 1998:</u></p> <p>Moxon and Cipriano hold a Day of the Child directors meeting. They approved the opening of a corporate bank account, the removal of Leslie McMillan as a director and the election of scientologist John Ryan in her place.</p>	<p>Cipriano Decl. III, Ex. 25.</p>
<p><u>November 23, 1998:</u></p> <p>1) Day of the Child is issued an employer ID number 88-0404499. Initially there were problems with the 501(c) (3) .It went to the Deputy Director of the Dept. of the Treasury because of Moxon's involvement as incorporator and director and the role he may have in day to day operation and the handling of funds. Moxon's eventual resignation resolved some of the IRS's problems but the 501 (c)</p>	<p>Cipriano Decl. III, ¶78, Ex. 25, 37. Cipriano Depo.T.Vol. II, 206:11-208:5.</p>

<p>(3) issue is/was still unresolved.</p> <p>2) The Day of the Child IRS Form 1023 lists: Cipriano, President, \$95,000.00 pa. Donald Snodgrass, Vice President, \$60,000.00, Leslie McMillan, Vice President, \$40,000.00, Michael Hamra, Director of Internet Sales, \$40,000.00 [at the time he was as senior Earthlink executive]. Leslie Labor is listed as Secretary /Director. Moxon is Treasurer/Director. All of them, including Moxon, use Moxon/Cipriano's Palm Springs apartment as their address for IRS purposes.</p> <p>3) Between November 1998 and June 1999 all of Cipriano's financial and professional transactions (all being monies from Moxon, Kobrin, Paquette, CSI and scientologists (including John Travolta?) were passed [<u>laundered</u>] through Day of The Child World Concert's bank account c/o the Moxon & Kobrin law office." Moxon... was the main donor or provider of funds for Day of the Child. There were Moxon & Kobrin law firm checks, Western Union Money grams and money from Moxon (CSI-OSA) personally.</p>	<p>Cipriano Depo.T. Vol. II, 195:10-198:11.</p>
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<p>Insert re Rosen and Moxon Depo questioning, in Berry v. Cipriano/Barton/Miscavige [Moxon, Abelson, Ingram] of all Berry's <i>pro bono</i> representation, eliciting the name and location of Hurtado, and the fact that there had been a pre-representation relationship.</p>	<p>Scientology has a scriptural policy called the Doctrine of Exchange directing that nothing be provided free, by the church or others. There must be money or value traded in exchange for everything, especially church products, processing and "services". The church was outraged tat Berry had provided some of those it was using the law to harass, with free legal representation if they could not afford counsel to defend them against the church litigation and related activities.</p>
<p><u>December 1998:</u></p> <ol style="list-style-type: none"> 1) Ingram makes first uninvited visit to Jenny Berosteguy, Michael Hurtado's maternal aunt and Eloisa Gonzales, Michael Hurtado's maternal grandmother. [Ingram also makes a second visit.] 2) Ingram's purpose is to discuss the domestic violence restraining order Jenny had obtained against nephew Michael Hurtado. She "refuses to be his [Hurtado's] victim." 3) Ingram shows her some papers about an attorney [Berry] who had mentioned Michael's name. He had [successfully] represented Michael on her restraining order [it was dismissed]. 4) Ingram wanted a photograph of 	<p>Eloisa Gonzales Depo. 9:17-12:17. Jenny Berosteguy Depo.10: 12-14, 21:17-24, 25:13-14.</p> <p>Berosteguy Depo.21: 17-24.</p> <p>Berosteguy Depo.T.23: 11-14, 24:1-13.</p> <p>Berosteguy Depo.T.24: 20-25:5.</p>

<p>Michael so she loaned him one, which he had copied. Ingram shows her a copy of a Michael Hurtado note to his then girlfriend offering to “suck her daddy’s dick.” The girlfriend’s parents also obtained a restraining order against Michael.</p> <p>5) Ingram [falsely] tells her that Berry is an attorney who is “interested in young “boys. He shows her a magazine cover picture to of Berry’s room-mate [age 22] who Ingram [falsely] says is a 14 year old model.</p> <p>6) Subsequently she spoke with Moxon twice [AC/AWP Priv.]. See May 2, 2000 below.</p> <p>7) Berosteguy did/does not know of any affiliation between Ingram and Moxon.</p> <p>8) Ingram and an unidentified man (not Moxon) pay surprise visit to Hurtado’s parents Miguel and Ana Marina Hurtado, his sister Vanessa and a family friend (Thomas?).</p> <p>9) Until Ingram’s visit, Michael had never discussed Berry or said anything about him. No one else but Ingram has said Berry “likes young boys.” Before Ingram came to the house Michael had not mentioned any sexual relationship with Berry.</p>	<p>Berosteguy Depo. T. 25:6-12. Berosteguy Depo.28: 23-30.</p> <p>Berosteguy Depo.T.31: 9.</p> <p>Berosteguy Depo.T. 36:20-22.</p> <p>Ana Marina Hurtado Depo.T.28: 18-</p> <p>Ana Marina Hurtado Depo.T.26: 24-27:14, 29:25-30-20, 50:1-12.</p>
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10) Ingram told them” Berry is a bad guy, he likes young kids, he likes molesting young people.	Ana Marina Hurtado Depo.T.26: 24-27:11.
11) Ingram (and his companion) had “investigated Berry for along time.” They had followed him from New York where they had investigated him there. A second floor where Berry had young kids 12, 13, 14.”He molested young kids. He was a child molester.” He may have taken advantage of (23 yr. old) Michael.	Ana Marina Hurtado Depo.T.31: 14-34:16, 37:2-38:8.
12) They wanted to leave a video of Berry ‘talking to Police about Michael” [a deposition tape from <i>Berry v. Cipriano, Barton, Miscavige (Abelson, Moxon, Ingram)</i>].	Ana Marina Hurtado Depo.T.39: 21-40:6.
13) She (Hurtado’s mother) never discussed Ingram ’s allegations with Michael who she thinks may be bi-sexual. Michael never told her Berry had molested him. Indeed, Michael had brought a cross-dresser home and taken his mother to a transvestite show in West Hollywood at Santa Monica and Robertson. Ingram also told her that a Michael had a friend Mirella who had a cross-dresser friend, David Percy.	Ana Marina Hurtado Depo.T.13: 10-26:1.
14) Michael has problems with drink, drugs and becomes aggressive,	Ana Marina Hurtado Depo.T.34: 18-35:8, 59:6-17.

<p>violent and abusive. He has stolen things from family and has numerous arrests and police contacts.</p> <p>15) Before they could discuss what Ingram had said with Michael, the very same day Ingram took her, Michael's Dad and the family friend to see lawyer Wager. It was Ingram who asked them to meet with lawyers Moxon and Wager.</p> <p>16) No-one spoke with Michael Hurtado between Ingram's first visit and the meeting with Moxon, Wager and Ingram and the agreement that Michael would fire Berry as his lawyer, replace him with Wager and have Moxon sue Berry on Hurtado's behalf.</p> <p>17) Michael Hurtado's mother has met Moxon 3-4 times. The first time was the day of Ingram's first visit when he took her, Miguel, Vanessa and the family friend to meet with Moxon and Wager. At Wager's office, Wager and Moxon discussed Moxon and Ingram replacing Berry as Hurtado's lawyer. Nobody spoke of fees and they have never received a bill for representation on that drug paraphernalia case. The meeting lasted 1hr.45 mins. Michael was <u>not</u></p>	<p>Ana Marina Hurtado Depo.T.83: 3-85:12.</p> <p>Ana Marina Hurtado Depo.T.45: 4 - 48:6.</p> <p>Ana Marina Hurtado Depo.T.95: 14-21.</p> <p>Ana Marina Hurtado Depo.T.36: 21-23, 38:15-17.</p> <p>Ana Marina Hurtado Depo.T.38: 19-39:11, 97:17-23.</p>
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<p>there [and <u>did not know</u> of the meeting]. It was “agreed” that Wager would replace Berry, as Michael’s lawyer and Miguel Hurtado would tell his son Michael.</p> <p>18) Ingram told her in 1998 that Michael will get money as a result of his case against Berry.</p> <p>19) Ingram visited Hurtado’s house and parents 3-4 times. Michael met with Ingram on his second or third visit to the house.</p> <p>20) On the second visit to the house it was the same [baseless] theme: Berry taking advantage of little boys. Ingram was still investigating Berry from New York, a “child molester” who <u>may</u> have taken advantage of Michael. Most of the conversation was between her husband and Michael. [Moxon and CSI have always blocked deposition of, or questioning of, Hurtado’s father because of his heart problems.]</p> <p>21) Moxon has spoken with Miguel Hurtado by telephone on a number of occasions.</p> <p>22) Abelson communicates with former LA Deputy DA Wager re Hurtado. Between late 1998 and 1/22/99 Wager and Ingram discuss ‘the</p>	<p>Ana Marina Hurtado Depo.T.94: 20-95:14.</p> <p>Wager Depo. T.26: 6-20.</p> <p>Wager Depo. T.26: 1-18.</p> <p>Wager Depo. T.19: 20 - 20:5.</p> <p>Wager Depo. T.27: 6-15; 32:7-34:20; 35:1.</p> <p>Wager Depo.T.43: 18 - 45:15.</p> <p>Wager Depo. T.6: 21-15:4.</p>
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<p>Hurtado matter' approx. three times.</p> <p>23) Abelson was representing CSI.</p> <p>24) Ingram was working for Moxon, CSI and Hurtado's father.</p> <p>25) CSI was Moxon's client.</p> <p>26) Moxon first consulted Wager 5 -10 years ago. Wager has worked on at least two cases "referred" by Moxon. One was a 1999 "juvenile" matter [AC/AWP Priv.]</p> <p>a) Moxon did not have an attorney client relationship with Hurtado at the time.</p> <p>b) Although Wager does not meet with Michael Hurtado until ____, or sign a retainer agreement until 1/27/99, he begins billing for Hurtado representation in December 1998.</p>	<p>Wager Depo. T.33: 11-34.</p> <p>Wager Depo. T.6: 21-15:4.</p>
<p><u>December 3, 1998:</u></p> <p>Upon the motion of Lewis D'Amato, USDC Judge A. Howard Mats recuses himself from the 'removed' <i>Berry v.</i> <i>Miscavige</i> case which is re-assigned to USDC Judge Dickran Tevrizian, who was formerly "of counsel" to the Lewis, D'Amato law firm.</p>	
<p><u>December 5, 1998 (approx.):</u></p> <p>Cipriano is present when Moxon claims is telephonically conversing with Berry's then law partner J. Stephen</p>	<p>Cipriano Decl. III, ¶ 75.</p>

<p>Lewis (no relation to Robert F. Lewis, Esq.) who is allegedly providing Moxon with personal and private information about Berry. Moxon is advising Lewis how to terminate his retention as Berry's law partner and counsel in the <i>Berry v. Cipriano/ Barton/ Miscavige</i> [Moxon, Abelson & Ingram] litigation. Moxon claims Lewis and Scali have been discussing "working with" [opposing counsel Moxon & Kobrin!]</p>	
<p><u>December 10, 1998:</u></p> <p>In <i>Berry v. Miscavige</i> (<i>CSI, Ingram, Moxon, Abelson & Drescher</i>), in US District Court, Drescher, on behalf of CSI, files Motion for Rule 11 Sanctions (seeking \$10,000) and immediate dismissal against Berry and his lawyers Lewis & Scali.</p>	
<p><u>December 15, 1998 (approx.):</u></p> <p>Polygram record executive and scientologist John Ryan and Moxon unsuccessfully demand of Cipriano (Moxon's own client) that scientologists take-over Day of The Child.</p>	<p>Cipriano Decl. III, ¶¶ 74, 76, 77.</p>
<p><u>December 17, 1998:</u></p> <p>Moxon uses his credit card to purchase a \$1,000.00 Packard Bell computer system, as a 'gift' for Cipriano, from Circuit City in Hollywood; CA. Moxon carries it to Cipriano's car. Cipriano</p>	<p>Cipriano Decl. III, ¶ 79, Ex.38.</p>

<p>returns Moxon to his office. The computers hard drive is now secure in a bank safe deposit box, rented by Berry. [It was never used for anything remotely connected to the defense of <i>Berry v. Cipriano, Barton, Miscavige (Moxon, Abelson & Ingram)</i>].</p>	
<p><u>December 22, 1998:</u></p> <p>New Jersey attorney Lloyd Levinson, Esq. informs Cipriano that Moxon had wired him \$20,000.00 to pay the restitution balance of \$18,500.00 and that he had Levinson refunded unused fees to Day of the Child. He wired payments of \$2,500.00, \$1,400.00 and \$988.55 into the Day of the Child bank account.</p>	<p>Cipriano Decl. III, ¶ 73, Ex. 33-36.</p>
<p><u>January, 1999:</u></p> <ol style="list-style-type: none"> 1) Hurtado <u>did not</u> have any thought of suing Graham Berry before Ingram went to his house. 2) Hurtado first met Ingram when Ingram came to his house. Hurtado's grandmother, parents and two sisters were also there. 3) Ingram showed Hurtado and his parents a videotape of part of Berry's deposition testimony in <i>Berry v. Cipriano, Barton, Miscavige [Abelson, Moxon & Ingram]</i> re his representation of, relationship with, 	<p>Michael Hurtado Depo.T.161: 16-162:6.</p> <p>Michael Hurtado Depo.T.118: 16-120:16.</p> <p>Michael Hurtado Depo.T.123: 5-22.</p>

Hurtado.	
4) Hurtado was very upset after Ingram told his family he had had sex with Berry. He does not recall if Ingram threatened to tell other people too. [Berry responded to Hurtado: "I was under oath and had to tell the truth"]	Michael Hurtado Depo.T.193: 11-194:7.
5) Ingram told Hurtado that Berry [then Hurtado's legal counsel] had sex with minors, seduced people on the Internet, was not a man of his word, cheated people and was a bad guy.	Michael Hurtado Depo.T.131: 16-132:6.
6) Ingram told Hurtado that he had been investigating Berry having sex with minors for a long, long time.	Michael Hurtado Depo.T.131: 16-.
7) Ingram showed Hurtado and his family the First Cipriano Declaration [later repeatedly recanted] saying Berry was a pedophile or liked little boys.	Ana Marina Hurtado Depo.T.65: 13-67:1.
8) Hurtado "figured...a person like this doesn't deserve anything good; so I just don't believe in a person in a career that should be able to have sex with minors, and do drugs and offer drugs to minors. I don't believe in that; <u>so that is why I am suing.</u> "	Michael Hurtado Depo.T.131: 11-16.
9) Ingram was working on behalf of Moxon & Kobrin .	Statement of Ava Paquette, Esq. Michael Hurtado Depo.T.128: 16-18.

<p>10) Ingram told Hurtado he could file a civil law suit against Berry and possibly get money.</p> <p>11) Ingram [misrepresented] to Hurtado that Berry had been previously sued. for having sex with minors.</p> <p>12) Ingram told Hurtado that Berry's conduct could affect Hurtado really bad physically and mentally, cause Hurtado to feel hate," and it's a great opportunity...to sue him."</p> <p>13) Ingram told Hurtado: Moxon was an attorney watching Berry for a long time because Berry is a bad person. Moxon had "been trying to bury the guy" [Berry] for his wrongdoings for a long time.</p>	<p>Hurtado Depo.T. _____.</p> <p>Michael Hurtado Depo.T.129: 24-131:4.</p> <p>Michael Hurtado Depo.T.132: 10-18.</p> <p>Michael Hurtado Depo.T.134: 3-9.</p> <p>Michael Hurtado Depo.T.133: 19-137:1.</p>
<p><u>January 1999:</u></p> <p>1) Hurtado's father takes Hurtado to see Wager.</p> <p>2) Ingram takes Hurtado to meet with Moxon.</p> <p>3) Ingram introduces Hurtado to Moxon and a civil attorney [Wager].</p> <p>4) Hurtado fires Berry as his attorney and hires Wager and Moxon.</p>	<p>Michael Hurtado Depo.T.126: 22-127:12.</p> <p>Michael Hurtado Depo.T.137: 24-25.</p> <p>Michael Hurtado Depo.T.124: 12-23</p> <p>Michael Hurtado Depo.T.126: 22-127:12; 137:4-14.</p>
<p><u>January 4, 1999 (approx):</u></p> <p>1) Cipriano is summoned to Los Angeles to meet with Moxon and Ingram at Moxon's "false front"</p>	<p>Cipriano Decl. III, ¶¶ 81 - 83.</p> <p>Cipriano Depo.T.Vol. II, 106:22-111:11.</p>

<p>6255 Sunset Blvd. Office.</p> <p>2) Ingram had found a picture of Berry's roommate [then aged 22] on a magazine cover and was investigating his age.</p> <p>3) Ingram also said they had leafleted all of the cars in Berry's home neighborhood in connection with Hurtado's allegations.</p> <p>4) They were using Hurtado's allegations for another State Bar complaint against Berry.</p> <p>5) Moxon and Ingram tell Cipriano that Ingram and some scientologists had plastered Berry's neighborhood with flyers advising everyone that Berry was a pedophile. They also tell Cipriano that Ingram has found a young man, Michael Hurtado, to allege that Berry had sex with a group of underage boys.</p> <p>6) Hurtado was to be used as [corroborating witness] for Cipriano's [now recanted perjury] in <i>Berry v. Cipriano, Barton, Miscavige [Moxon, Abelson, Ingram]</i>.</p> <p>7) Ingram joked about Berry not being able to serve Ingram in the <i>Berry v. Cipriano, Barton, Miscavige [Moxon, Abelson, Ingram]</i> case." The litigation and scare tactics</p>	<p>Cipriano Depo.T.Vol. II, 150:18-151:4.</p>
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<p>against Mr. Berry were just to make him go away and leave the Church of Scientology alone.” Ingram is continuing to investigate Berry’s relationships.</p> <p>8) Moxon and Ingram instruct Cipriano to meet with the Los Angeles Youth Council, an entity within the City of Los Angeles administration. It deals with teenage runaways and underage male prostitutes.</p>	<p>Cipriano Depo.T.Vol. II, 111:2-114:21.</p>
<p><u>January 5, 1999 (approx.) :</u></p> <p>1) Moxon calls Cipriano in Palm Springs and advises that Jason Whitman of the LA Youth Council and young male prostitutes distributed flyers around West Hollywood, with a picture of Berry, seeking information on him. The flyers [falsely] stated that Berry is a pedophile who preys upon underage male prostitutes and drugs them. The information was to be given to Ingram for Moxon to use against Berry. A transvestite named Anthony Apodaca was willing to [falsely] testify that he had been “with” Berry. Arrangements were made for Ingram to interview Apodaca.</p> <p>2) Subsequently, Jason Whitman</p>	<p>Cipriano Decl. III, ¶¶ 84, 85. Cipriano Depo.T.Vol. II, 114:22-115:10.</p> <p>Cipriano Depo.T.Vol. II, 115:11-120:7</p>

<p>expresses anger at what had been done with Apodaca who had tearfully informed Whitman that Moxon and Ingram had put him in a Santa Boulevard area hotel, paid him \$300.00 and given clothes.</p> <p>“Scientology is very evil. They hurt a lot of kids. We do not want that organization or any of those people involved with [the Youth Center programs].”</p>	<p>Apodaca Depo.T. _____.</p>
<p><u>January 5, 1999:</u></p> <p>Berry files, as attorney for Michael Pattinson, [proposed] Third Amended Complaint in <i>Pattinson v. Church of Scientology International, et al.</i>, USDC CDCA Case No. 98-3985 CAS.</p>	
<p><u>January 11, 1999:</u></p> <p>Last possible date <u>by</u> which Wager first had contact with Moxon re Hurtado. They conversed at least six times <u>before</u> Wager first met Michael Hurtado.</p>	<p>Wager Depo. T.27: 19-28:4.</p>
<p><u>January 22, 1999:</u></p> <p>Wager, Moxon and Ingram communicate and meet with Michael Hurtado’s father, mother and family friend. Wager has not met with or talked to Michael Hurtado.</p>	<p>Wager Depo.T.24: 15-25.</p>
<p><u>January 25, 1999:</u></p> <p>1) A/C-AWP Confidential document</p>	<p>Wager Depo.T: 6:21-15:4.</p>

<p>from Hurtado to Ingram.</p> <p>2) Wager replaces Berry as counsel for Hurtado in <i>People v. Hurtado</i>.</p> <p>3) Hurtado leaves voicemail firing Berry and <u>denying</u> he ever had sex with Berry.</p>	<p>Wager Depo. T.128: 11-13.</p> <p>Michael Hurtado Depo.T.181: 20-182:23.</p>
<p><u>January 26,1999:</u></p> <p>Wager receives probation report in <i>People v. Hurtado</i>.</p>	<p>Wager Depo. T.128: 17-22.</p>
<p><u>January 27,1999:</u></p> <p>1) Wager and Hurtado execute attorney-client retainer agreement.</p> <p>2) Ingram provides Wager with a declaration sworn by Hurtado. Wager did not prepare it. Wager filed it in Santa Monica Court with a Motion [falsely] accusing Berry of serious professional misconduct. The Presiding Judge refers the Hurtado allegations as against Berry, and presented by then L.A. County Criminal Bar Association President Wager, to the California State Bar, and an investigation is opened. Over two years later it is dismissed.</p>	<p>Wager Depo. T.6: 21-15:4.</p> <p>Wager Depo. T.133: 3-21.</p>
<p><u>January 29,1999:</u></p> <p>Hurtado/ Wager/ Moxon/Ingram, etc. Interview Notes signed by Hurtado [AC/AWP Priv.]</p>	<p>Wager Depo.T.6: 21-15:4.</p>
<p><u>January 30,1999(approx.):</u></p> <p>Moxon and scientologist John Ryan</p>	<p>Cipriano Decl. III, ¶ 87.</p>

<p>meet Cipriano and Leslie Lamborn and <u>take them to a secluded beach near Malibu.</u> Moxon and Ryan persuade Cipriano to separate from Lamborn and move back into Los Angeles, closer to them. Cipriano moves in with friends in Marina Del Rey. Moxon provides the friends with free litigation representation.</p>	
<p><u>February 5,1999 (approx):</u></p> <p>(1) Moxon tells Cipriano that Berry had dismissed Cipriano co-defendant Krim (but did not disclose the \$75,000.00 settlement paid by Krim) and said that Berry was about to dismiss Cipriano. <i>[Note: due to overwhelming frauds upon several courts by Moxon, et. al and which will be the subject of a further Complaint and Separate Statement in the very near future]</i></p> <p>[At no time did Moxon disclose the \$25,000.00 settlement paid by the Lewis, D'Amato law firm to Berry in <i>Berry v. Miscavige</i> [Moxon, Abelson & Ingram];</p> <p>(2) In the <i>Berry v. Cipriano/Barton/Miscavige</i> consolidated case, Moxon & Kobrin et al. take the deposition of Berry's part-time legal assistant Jane Scott, a former scientologist.</p>	<p>Cipriano Decl. III, ¶ 88.</p>

<p><u>February 6, 1999 (approx):</u></p> <p>Moxon tells Cipriano that the [<i>Berry v. Cipriano, Barton, Miscavige (Moxon, Abelson, Ingram)</i>] lawsuit was over and misrepresents that Berry could not sue him again. Moxon tells Cipriano that they have attached Berry's bank accounts and that Berry "was leaving the country for good. Scientology finally achieved what they wanted...you certainly did serve your purpose."</p>	<p>Cipriano Decl. III, ¶¶ 88 - 89.</p>
<p><u>March 8, 1999:</u></p> <p>Moxon asks Cipriano to become a covert scientology operative. Cipriano was to steal internal documents from hospitals. The documents would relate to E.C.T.'s electro-shock machines [which the Church of Scientology wanted removed from hospitals and the market place, as part of the Church's plan (through it's CCHR front group) to destroy and eliminate the entire mental health profession and to replace it with Scientology and Dianetics "therapy."]</p>	<p>Cipriano Decl. III, ¶ 92.</p>
<p><u>March 12, 1999:</u></p> <p>1) Cipriano moves back to Palm Springs. There are irregular emails with Moxon between March 12, 1999 and June 1999. At Cipriano's request, and because of IRS problems, Moxon resigns as a Day</p>	

<p>of the Child director and the Treasurer.</p> <p>2) Moxon & Kobrin partner/attorney Ava Paquette, Esq. states that she ‘has just come into this [<i>Hurtado v. Berry</i>] case and, in the evening, is “told to [go] to Robie & Matthai and represent Eloisa Gonzales, <u>for free</u>, at deposition in <i>Hurtado v. Berry</i>.</p>	<p>Eloisa Gonzales Depo: 8:8-18; 59:20-25; 63:2-5.</p>
<p><u>March 16, 1999:</u></p> <p>Wager, Abelson and Ingram meet with LA County Sheriff’s Detective Petz to [unsuccessfully] seek Berry’s arrest and indictment for alleged “pandering” in connection with Hurtado. Abelson was representing the Church of Scientology as “in house” attorney (which claims AC Priv. on communications between Wager and Abelson).</p>	<p>Wager Depo. T.103: 9-107:10.</p>
<p><u>March 19, 2003</u></p> <p>Berry, on behalf of Michael Pattinson, accedes to constant church criticism that the case should now be in state court, voluntarily dismissed the <i>Pattinson v. CSI</i> case in Federal Court and refiles in California State court as <i>Pattinson v. Miscavige</i>, LASC Case No. BC207364.</p>	
<p><u>March 20, 1999:</u></p> <p>Cipriano emails Moxon that he needed money in accordance with their agreement. He “was there for the cause-</p>	<p>Cipriano Decl. III, ¶ 93, Ex. 45, 46.</p>

100%..." Moxon responds: "Got it. Please give me a call so that we can handle the details."	
<u>March 23, 1999:</u> Christine M. Gregos (Accurate Bookkeeping Company) fears Berry will win a judgment against their assets. Cipriano requests Moxon prepare <i>quit claim</i> documents transferring assets into her name only.	Cipriano Decl. III, ¶ 32, Exh.8.
<u>March 29, 1999:</u> Wager leaves message with LA Deputy DA Paul Turley regarding meeting to discuss prosecuting Berry in connection with the [manufactured] Hurtado pandering claim.	Wager Depo. T.103: 22-23.
<u>April, 1999:</u> Deputy DA Norm Wakener in Santa Monica is handling the Hurtado drug paraphernalia prosecution.	Wager Depo. T.108: 14-20.
<u>April 1, 1999:</u> Wager meets with LA Deputy District Attorney Paul Turley to request that Berry be prosecuted for pandering in connection with Hurtado's [manufactured] claims.	Wager Depo. T.103: 9-109:9.
<u>April 5, 1999:</u> Moxon files <i>Hurtado v. Berry</i> (attorney malpractice, sexual battery, etc.) in Cal. State Court and within the hour serves	

<p>Berry, inside a federal courtroom, as he is about to rise to his feet and address U.S.D.C. Judge Snyder in opposition to Moxon's Rule 11 motion for sanctions for [truthfully] alleging Moxon to be engaged in CSI criminal activity in <i>Pattinson v. Miscavige, CSI, et al.</i></p>	
<p><u>April 12, 1999:</u> \$50.00 deposition witness fee prepared for Apodaca's deposition in <i>Hurtado v. Berry</i>.</p>	<p>Wager Depo. T.62: 19-63:1.</p>
<p><u>April 13, 1999:</u></p> <ol style="list-style-type: none"> 1) Wager meets Apodaca for the first time at L.A. Men's Central Jail. Cannot remember if Ingram present. 2) Hurtado has never met Apodaca. 3) Apodaca was not a witness in the <i>People v. Hurtado</i> drug paraphernalia case. 4) There was a real question in Apodaca's mind as to who Berry was. 5) Wager deposited \$300.00 in Apodaca's jail account "so he would have money". Wager 'thinks' it was his money but Moxon may have reimbursed him. Wager was not Apodaca's lawyer. <p>Retired L.A. Superior Court Judge Lachs recommends this invokes the crime/fraud exception</p>	<p>Wager Depo. T.45: 16-46:6; 48:7-19.</p> <p>Michael Hurtado Depo.T.25: 14-16.</p> <p>Wager Depo. T.64: 22-25.</p> <p>Wager Depo.T.53: 10-59:18.</p>

<p>to the AC/AWP Priv. Wager Depo.T.55: 3-4]</p> <p>6) Deposition of Hurtado's mother, Ana Marina Hurtado, in <i>Hurtado v. Berry</i>. Ava Paquette of Moxon & Kobrin represents her.</p>	
<p><u>April 21, 1999:</u></p> <p>Wager's final communication with LA Sheriff's Detective Petz about Petz's recommendation that there is insufficient evidence on which to indict Berry for pandering.</p>	<p>Wager Depo. T.115: 18-21.</p>
<p><u>April 22, 1999:</u></p> <ol style="list-style-type: none"> 1) At the second meeting between Wager and Apodaca, Apodaca could make no statement that would confirm any activity between <i>Hurtado and Berry</i>. 2) The second Apodaca meeting was at Moxon's office. 3) Moxon and Ingram were present at the second Apodaca meeting. 4) Apodaca was wearing female makeup. 5) Wager did not pay for the video taping of the second Apodaca meeting. [Moxon, Kobrin, Paquette and/or Abelson would have] 6) There may have been money given to Apodaca at the second meeting, but not by Wager. [A/C as to who] 	<p>Wager Depo. T.58: 10-11; 65: 11-17.</p> <p>Wager Depo. T.50: 12-15.</p> <p>Wager Depo. T.48: 17:22; 58:7-16.</p> <p>Wager Depo. T.50: 5-8.</p> <p>Wager Depo. T.52: 16-21.</p> <p>Wager Depo. T.60: 6-20.</p>

The witness fee in <i>Hurtado v. Berry</i> was paid at the second Apodaca meeting.	Wager Depo. T.60: 16-61:1.
<p><u>April 23, 1999:</u></p> <p>Wager's last communication with LA Deputy DA Turley regarding the requested [false] criminal complaint against Berry in connection with Hurtado's allegations re pandering.</p>	Wager Depo. T. ____.
<p><u>May 5, 1999:</u></p> <p>Paquette of Moxon & Kobrin obtains L.A. County Sheriff's Department Wage Garnishment Order against Berry based on L.A.S.C. Judge William's order that Berry pay <i>Berry v. Cipriano, Barton, Miscavige (Moxon, Abelson, Ingram)</i> defendant Barton (of the CAN Reform Group) \$27,734.25 costs.</p>	
<p><u>May 1999:</u></p> <ol style="list-style-type: none"> 1) Wager recalls communicating with a Service organization re Apodaca. 2) Jason Whitman of the LA City Los Angeles Youth Council informs Cipriano that Ingram had taken transvestite Anthony Apodaca to a hotel written, threatened him and paid him \$300.00 for a declaration to use against Berry [in <i>Berry v. Cipriano, Barton, Miscavige (Moxon, Abelson, Ingram)</i>]. 	<p>Wager Depo. T.66: 6-15.</p> <p>Cipriano Decl. III, ¶ 85.</p>

<p><u>May 10, 1999:</u></p> <p>Cipriano emails Moxon that he may have a new partner, Roy Webb of Anaheim, CA. Moxon replies that the Palm Springs house, being leased and paid for by Moxon & Kobrin, needed to be resolved.</p>	<p>Cipriano Decl. III, ¶ 94, Ex.47.</p>
<p><u>June 7, 1999:</u></p> <p>Cipriano sends his last email to Moxon requesting \$500.00. Moxon sent \$195.00 by Western Union. Moxon also sends \$800.00 to Professional Management, owned by Roy Webb.</p>	<p>Cipriano Decl. III, ¶ 95.Ex.48. Cipriano Depo.T.Vol. II, 210:13-211:20.</p>
<p><u>June 11, 1999:</u></p> <p>Moxon, Kobrin & Paquette's efforts to levy upon Berry's bank accounts, for costs/sanctions awarded to CSI, Barton and Moxon, cause Berry to file a voluntary Chapter 7 Bankruptcy Petition. USBC CDCA Case No. LA99-32264 ER.</p>	
<p><u>June 25, 1999:</u></p> <p>In FDBC, in In Re Graham Berry, Debtor:</p> <p>(1) Moxon & Kobrin file Moxon's [successful] Motion for Relief from Stay concerning the \$28,000 sanctions against Berry in <i>Pattinson v. CSI</i>;</p> <p>(2) Moxon & Kobrin files CSI's [successful] Motion for Relief from Stay concerning the \$3,000 costs against</p>	

<p>Berry in <i>CSI v. Jeavons</i> (where Berry was not even counsel of record).</p>	
<p><u>July 5, 1999 (approx.):</u> Moxon calls Roy Webb and asks: “How’s Robert’s health?” Cipriano interpreted this as a threat.</p>	<p>Cipriano Decl. III, ¶ 96.</p>
<p><u>July 15, 1999(approx.):</u> Ingram’s employee, Joanne Weaton, and International Association of Scientology staffer Erla Hawkins try to persuade Cipriano to accept a one way fare to Europe to accept a volunteer position with a Scientology crusade in Europe starting July 22, 1998. Cipriano is asked to meet in ‘an old unmarked apartment in an old building behind a schoolhouse’ on L.Ron Hubbard Way in Hollywood, CA. Cipriano is concerned for his safety and does not attend.</p>	<p>Cipriano Decl. III, ¶ 96, Ex.49.</p>
<p><u>July 16, 1999:</u> Cipriano executes his third declaration with Exhibits. Cipriano expresses his fear and terror of Moxon and Ingram but describes what has happened and admits that the First Cipriano declaration and his testimony by declarations and deposition in <i>Berry v. Cipriano/ Barton/ Miscavige (Moxon, Kobrin, Drescher, Abelson and Ingram)</i> is perjury extorted by Ingram and suborned by Ingram,</p>	<p>Cipriano Decl. III, ¶ 101, Ex.50.</p>

Moxon and Rosen.	
<p><u>July 17, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, Moxon & Kobrin file Notice of Rule 2004 relief from Stay.</p>	
<p><u>August 1999:</u></p> <p>1) Wager 20-page timesheet for representation of Michael Hurtado between December 1998 and August 1999.</p> <p>2) Moxon pays Wagers bills for representing Hurtado.</p> <p>3) There were lots of billings during times there were no court appearances.</p> <p>4) However, Hurtado claims he paid Wager some money to represent him and was going to pay him in full. Hurtado paid Wager in cash at the end of the case. He got the money from doing extra work. Hurtado does not know how much he paid Wager in cash! Hurtado is unable to provide proof.</p> <p>Wager also works for Moxon in the [manufactured] <i>Hurtado v. Berry</i> civil case.</p>	<p>Wager Depo. T.6: 21-15:4.</p> <p>Wager Depo. T. ____.</p> <p>Wager Depo. T.90: 10-21.</p> <p>Michael Hurtado Depo.T.140: 22-141:24.</p> <p>Wager Depo. T.92: 18-93:13.</p>
<p><u>August 10, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, Moxon & Kobrin file <i>Hurtado v. Berry</i> with an Adversary Complaint</p>	

almost identical to the <i>Hurtado v. Berry</i> State Court action solicited, fabricated and filed by Moxon & Kobrin .	
<p><u>August 12, 1999:</u></p> <p>Wager appears again for Hurtado in <i>People v. Hurtado</i> (drug paraphernalia case.) [where 8 months previous he was represented by Berry with a drug diversion and probation sentence until withdrawn by Wager].</p>	Wager Depo. T.62: 1-11; 116:1-13.
<p><u>August 17, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry, Debtor</i>, Moxon & Kobrin/Paquette (representing Hurtado, Barton & Chait) participate in BK Code ¶ 341 (a) examination of Berry. [Chait was not a legitimate creditor.]</p>	
<p><u>August 18, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry, Debtor</i>, Moxon & Kobrin file [successful] Adversary Complaint Moxon v. Berry claiming non-dischargeability of the <i>Pattinson v. CSI</i> \$28,484.72 sanctions against Berry for alleging that Moxon was engaged in criminal conduct on behalf of the Scientology enterprise.</p>	
<p><u>August 25, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry, Debtor</i>, Moxon & Kobrin/Paquette file motion unsuccessfully seeking \$1,100</p>	

sanctions against Berry .	
<p><u>September 1, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, Moxon & Kobrin/Paquette take Day One of Debtor's Rule 2004 Exam on behalf of CSI executive/creditor Barton.</p>	
<p><u>September 14, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, Berry serves Responses & Objections to Document Request and Notice of BK Rule 2004 examination served by Moxon & Kobrin/Paquette on behalf of Danish resident Scientology/OSA executive Michel Reveillere upon the ground that he was not a creditor of Berry.</p>	
<p><u>September 17, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, Moxon & Kobrin take Day Two of Debtor's Rule 2004 Exam on behalf of CSI executive/creditor Barton.</p>	
<p><u>September 21, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, Moxon & Kobrin participate in continued BK ¶341 (a) Exam of Berry.</p>	
<p><u>October 6, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, Berry files Answer & Counterclaim to <i>Hurtado v. Berry</i> Adversary complaint.</p>	

<p><u>October 15, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, Moxon & Kobrin file <i>Barton v. Berry</i> Adversary Complaint seeking non-dischargeability of the \$27,470.21 costs awarded Barton by Judge Williams in <i>Berry v. Barton</i>.</p>	
<p><u>October 20, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, Moxon & Kobrin seek to take the deposition of Berry's part-time law clerk but arrive too late.</p>	
<p><u>October 29, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, Moxon & Kobrin/Paquette take Day Three of Berry's BK Rule 2004 Examination, on behalf of both Barton and <i>Barton v. Berry</i> co-defendant Chait (to whom Berry owes no money).</p>	
<p><u>November 16, 1999:</u></p> <p>In the <i>Hurtado v. Berry</i> State Court case, Moxon & Kobrin serve deposition subpoenas upon Berry's part-time employee and former scientologist Jane Scott, and her 17 year old son.</p>	
<p><u>November 22, 1999:</u></p> <p>Moxon & Kobrin submit Declaration and Exhibits in Support of Plaintiff's motion for sanctions against defendant's counsel Berry (delayed document production) in <i>Northwestern Mutual Life</i></p>	

<p><i>v. Anders</i> (USDC CDCA 98-4733) - a totally unrelated case in which Moxon & Kobrin had no involvement and no prior association with Plaintiff's counsel. Berry was now under treatment for clinical depression.</p>	
<p><u>November 29, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry, Debtor</i>, Berry [successfully] requests his un-litigated Counterclaims against Moxon, Ingram & Hurtado be dismissed "without prejudice" due to Berry's partial and temporary disability due to clinical depression.</p>	
<p><u>November 30, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry, Debtor</i>, hearing on Moxon's Motion to Dismiss Counterclaims "with prejudice." Due to misrepresentations over changed hearing times, Berry is late. Moxon misrepresents to Berry that, "it's dismissed with prejudice, and you're really screwed now."</p>	
<p><u>December 1, 1999:</u></p> <p>Berry advises California State Bar that he will close his law practice and temporarily transfer to voluntary inactive status for "health reasons" due to nine years of harassment by <i>Moxon & Kobrin</i> and others.</p>	

<p><u>December 2, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, Moxon & Kobrin give notice of CSI's intent to file new Adversary action against Berry seeking non-dischargeability of the CAL.CCP ¶426.16 ("anti-SLAPP) \$3,000 statutory costs award Moxon obtained against Berry in <i>Jeavons v. CSI</i> (where Berry was not of record).</p>	
<p><u>December 6, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, Moxon & Kobrin give notice that they will seek a federal court order that Berry is vexatiously multiplying the Bankruptcy proceedings by seeking to take the depositions of Moxon and CSI's commanding officer Rinder.</p>	
<p><u>December 7, 1999:</u></p> <p>Moxon deposes Berry in <i>Hurtado v. Berry</i> before Hon. Diane Wayne (Ret.). Lynne Shape, Scientology Sea Org. member and CSI OSA staffer, attends to assist Moxon.</p> <p>[She reports to Church of Scientology "ecclesiastical leader and pope" Captain David Miscavige. Berry denies and contradicts Hurtado's material allegations.] (Moxon had already taken Berry's deposition for one day in 1995 (<i>Abelson v. Greene</i>) and for 13 days</p>	<p>Berry Depo. Transcript.</p>

from May 1998 - January 1999.)	
<p><u>December 9, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry, Debtor</i>, Berry schedules the deposition of Moxon. Moxon states he will not attend and Moxon “warns” Berry’s counsel in the State Court Hurtado v. Berry case, Edith Mathai, Esq., not to allow Berry to use Robie & Matthai law firm premises to take any depositions in <i>In Re Graham Berry, Debtor</i>, including the noticed deposition of Moxon.</p>	
<p><u>December 13, 1999:</u></p> <p>In the <i>Hurtado v. Berry</i> State Court case, Moxon & Kobrin take the depositions of Berry’s part-time assistant Jane Scott and her 17 year old son Nicholas. (Moxon & Kobrin also took Jane Scott’s deposition on February 5, 1999 in the <i>Berry v. Cipriano</i> consolidated case.)</p>	
<p><u>December 15, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry, Debtor</i>, Moxon & Kobrin take the deposition of the Chairman of Berry’s new employer Lumin-oZ, LLC.</p>	
<p><u>December 17, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry, Debtor</i>, the scheduled deposition of CSI/OSA commanding officer Rinder does not proceed. Moxon claimed it</p>	

would be harassment.	
<p><u>December 21, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry, Debtor, Moxon & Kobrin/Paquette</i> Motion for Contempt against Berry and his part-time assistant Jane Scott is heard and denied. The contents of Paquette's sworn declaration are false.</p>	
<p><u>December 22, 1999:</u></p> <p>In FDBC, in <i>In Re Graham Berry, Debtor, Moxon & Kobrin/Paquette</i> Summary Judgment Motion in <i>Moxon v. Berry</i> Adversary proceeding is heard and denied.</p>	
<p><u>December 23/24,1999:</u></p> <p>Following Cipriano's August 9, 1999 Declaration and 50 exhibits (the Fourth Cipriano Declaration], Moxon pays a surprise visit to Cipriano in Palm Springs.Moxon presents Cipriano with two documents. One is an agreement that Cipriano would never sue Moxon & Kobrin and that he indemnified them for all wrong done! The other recanted certain statements in the Fourth Cipriano Declaration. Moxon offered to pay Cipriano \$500.00 if he would sign both documents. They bargained and eventually agreed that Moxon would pay Cipriano \$800.00 if he signed the two documents. Moxon paid the</p>	<p>Cipriano Depo.T.Vol. II, 211:21-213:8,214:17-215:15.</p>

<p>\$800.00 to Cipriano directly and not Day of The Child. Cipriano was “financially destitute”, “shattered emotionally”. He had been selling valuable possessions just to live. Cipriano thought that just signing it would make Moxon, Ingram and Berry just go away. The \$800.00. would be a security deposit on an apartment and Cipriano could then get on with his life.</p> <p>[Moxon also told Cipriano that he had them under audio/video surveillance from a large white cargo van parked opposite on the street.]</p>	
<p><u>January 6, 2000:</u></p> <p>Wager enters an appearance as co-counsel of record in <i>Hurtado v. Berry</i> State Court civil action.</p>	
<p><u>January 11, 2000:</u></p> <p>1) Hurtado arrested/charged again, with residential burglary and stalking. Pleads no contest. Sentenced to one year in LA County Jail where Hurtado is classified as a homosexual, at his own request, but later de-classified after failing the LA County Jail “homosexual test.”</p> <p>2) Hurtado had broken into his ex-girlfriends apt. He was found passed out drunk in her bedroom closet grasping a large knife. He had been</p>	<p>Michael Hurtado Depo.T.16: 14-19:20. Ana Marina Hurtado Depo.T.9: 18-25, 14:18-23.</p> <p>Ana Marina Hurtado Depo.T.88: 13-91:15.</p>

stabbing her bed and had sliced the bedding from head to foot.	
3) Wager declines to represent Hurtado on new criminal charges. Hurtado was represented by Thomas Byrnes , Esq.	Wager Depo. T. 116:1-13.
4) Hurtado claims he got Byrne's name from another jail inmate.	Michael Hurtado Depo.T.148: 2-15. Ana
However, Hurtado's father and grandmother allegedly paid Byrne's legal fees!	Marina Hurtado Depo.T.16: 11-16. Michael Hurtado Depo.T.174: 6-12. Ana Marina Hurtado Depo.T.15: 24-16:1.
<u>January , 2000:</u>	
1) Mariah Rivera was the victim of the residential burglary and stalking charge.	Michael Hurtado Depo.T.150: 3-5.
2) Ingram conversed with Hurtado about his residential stalking and burglary charge and Mariah Rivera.	Michael Hurtado Depo.T.171: 5-11.
3) Ingram was willing to testify for Hurtado in the new prosecution. He had met Mariah Rivera.	Michael Hurtado Depo.T.171: 12-172:3.
4) Hurtado, in jail, asked Ingram to investigate some checks that Mariah Rivera had stolen. Nobody paid Ingram for doing it. Hurtado claims he was going to pay Ingram after he got out of jail.	Michael Hurtado Depo.T.173: 4-174:5.
5) Ingram visits Mariah Rivera, a people's witness in <i>People v. Hurtado</i> . She refuses to co-operate with Ingram and his pressure that she	

<p><u>March 12, 2000:</u></p> <p>1) Moxon & Kobrin attorney Ava Paquette, Esq. again states that she ‘has just come into this [<i>Hurtado v. Berry</i>] case and, in the evening, is “told to [go] to Robie & Matthai, the next day, and represent Eloisa Gonzales, for free, at deposition in <i>Hurtado v. Berry</i>.”</p> <p>2) On____, 1999, Berry sent Paquette a detailed letter putting her on notice of the wrongful conduct (criminal, tortious and ethical) being perpetrated by her principals, partners, employees, agents and co-counsel in these matters. Paquette ignores the facts [correctly] asserted, does not withdraw and continues the representation.</p>	<p>Eloisa Gonzales Depo: 8:8-18; 59:20-25; 63:2-5.</p>
<p><u>March 13, 2000:</u></p> <p>Eloisa Gonzales (Hurtado’s grandmother) is deposed in <i>Hurtado v. Berry</i>. Moxon & Kobrin (Paquette) provide “free” legal representation.</p>	<p>Eloisa Gonzales Depo.T.8: 8-18.</p>
<p><u>April 13, 2000:</u></p> <p>1) Amy Esther Garcia (ex de facto of Joseph Gonzales, Michael Hurtado’s uncle, deposed in <i>Hurtado v. Berry</i>. Ava Paquette represents her.</p> <p>2) November 1999 Michael Hurtado and cousin Wesley stole 2 VCRs</p>	<p>Amy Esther Garcia Depo.T.1, 7:1-4.</p> <p>Amy Esther Garcia Depo.T.9: 23-15:24.</p>

<p>from her and Joseph. Michael has stolen from others too.</p> <p>3) She has heard him threatening arson, murder and being aggressively confrontational, and arrested for violating restraining orders.</p> <p>4) Michael has been abusing alcohol and drugs since he was 17.</p> <p>5) Michael's sister Vanessa has told her that Michael and his cousin /best friend Wesley are bi-sexual and "will sleep with anything."</p> <p>6) Ana Marina Hurtado (Hurtado's mother) deposed in <i>Hurtado v. Berry</i>. Ava Paquette meets with her two weeks previously and provides free representation. "They would not be able to afford a lawyer!" She understood that Paquette worked for Moxon.</p>	<p>Amy Esther Garcia Depo.T.14: 25-15:17.</p> <p>Amy Esther Garcia Depo.T.22: 17-25:13.</p> <p>Amy Esther Garcia Depo.T.27: 12-28:23, 32:5-34:14.</p> <p>Ana Marina Hurtado Depo.T.61: 18-62:17.</p>
<p><u>April 20, 2000:</u></p> <p>In FDBC, in <i>In Re Graham Berry, Debtor</i>, the Court enters an order denying Barton and Moxon's request for sanctions against Berry and filed by Moxon & Kobrin/Paquette.</p>	
<p><u>May 2, 2000:</u></p> <p>Jenny Berosteguy (Hurtado's aunt) deposed in <i>Hurtado v. Berry</i>. Ava Paquette provides free legal representation. Moxon & Kobrin are not</p>	<p>Berosteguy Depo.T.31: 9-35:20.</p>

her attorneys.	
<p><u>May 3, 2000:</u></p> <p>Deposition of John James [Doe], III as to Hurtado's active involvement in homosexual prostitution, and sex with Hurtado, at the time Hurtado first met Berry and was later solicited by Ingram, Moxon and Wager to allege, under oath, that he had never had sex with a male and had been raped by Berry. Ava Paquette also attends.</p>	<p>John James [Doe] III Depo.T.10: 14-21:18, 27:19-28:11.</p>
<p><u>June 12, 2000:</u></p> <p>First day of Cipriano's deposition in <i>Hurtado v. Berry</i>. Paquette appears for Hurtado. After the first hour of deposition, Paquette calls her partner Moxon at the Church of Scientology Land Base in Clearwater, Fl. Moxon calls back and suspends the deposition <u>because he is party (!)</u> and is entitled to be there. His motion for a protective order is denied and the deposition resumes on August 7, 2000.</p>	<p>Cipriano Depo.T.Vol. I. ____.</p>
<p><u>July 17, 2000:</u></p> <p>Berry's former law partner J. Stephen Lewis (no relation to Robert F. Lewis, Esq.) deposed in <i>Hurtado v. Berry</i>. He is represented by Ava Paquette of Moxon & Kobrin (formerly opposing counsel in the <i>Berry v. Cipriano</i>, et al. cases) with whom he has earlier met and</p>	<p>Stephen Lewis Depo: _____</p>

prepared (scripted) his testimony. [See Dec.5, 1999]. Edith Matthai, Esq., counsel for Berry impeaches his testimony.	
<p><u>July 26, 2000:</u></p> <p>Miguel Hurtado's heart specialist, Antoine Hage, M.D. deposed in <i>Hurtado v. Berry</i> on the claim that Miguel Hurtado is too ill to be deposed. The deposition of Miguel Hurtado does not get taken. Ava Paquette of Moxon & Kobrin represents him.</p>	Antoine Hage, MD, Depo. Transcript.
<p><u>August 7, 2000:</u></p> <p>1) Cipriano's deposition in <i>Hurtado v. Berry</i> resumes. <u>Moxon and Paquette</u> appear on behalf of their client Hurtado to conduct (withering) cross-examination of their former client Cipriano, and without waiver of conflicts, in matters identical to those they had represented Cipriano on.</p> <p>2) Lynne Shipe, a Church of Scientology Sea Org. member and senior CSI Office of Special Affairs Staffer, attends the deposition. She apparently reports to Captain David Miscavige, the "Pope" of the Church of Scientology! Asked whether she is a member of the Church of Scientology, Moxon expressly</p>	<p>Cipriano Depo.T.Vol. II, 48:5-14.</p> <p>Cipriano Depo.T.Vol. II, 44:25-45:12.</p>

<p>[mis]represents that she is just a para-legal who works in his office.</p>	
<p>3) Moxon continues to obstruct questioning.</p>	<p>Cipriano Depo.T.Vol. II, 52:12-55:3,57:1-58:16,59:22-60:5,122:24-125:24, (Paquette 127:6-13), 127:12-135:19,136:1-8,139:9-140:21,141:18-142:16,145:9-13,149:22-150:12,156:7-9,163:7-16,176:21-177:11(untrue statements on record), 179:14-24(Paquette).</p>
<p>4) Moxon even <u>threatens</u> Matthai with a State Bar proceeding unless she stops deposing Cipriano.</p>	<p>Cipriano Depo.T.Vol. II, 131:17-24.</p>
<p>5) That morning, outside the deposition building Moxon confronted his former client Cipriano who told Moxon he wanted “this to end and the truth <u>will come out.</u>”</p>	<p>Cipriano Depo.T.Vol. II, 54:13-17, 56:22-24.</p>
<p>6) It was Cipriano’s understanding that Moxon & Kobrin were providing him with benefits and money in order to “stay the course” and <u>not</u> tell the truth. These benefits and payments included the Saturn motor car, the Day of the Child incorporation and program, the Palm Springs apartment, the Palm Springs house (five bedrooms and pool), paying off the \$28,000 felony restitution order (and expungement of same) in New Jersey, the payment</p>	<p>Cipriano Depo.T.Vol. II, 155:13-177:14 (and underlying exhibits).</p>

<p>of his food and living expenses for a year and the \$2,500.00 ‘disconnect’ payment to former fiancée Christine Geros.</p> <p>7) Cipriano had [been] moved from Los Angeles to Palm Springs to get away from Christine Geros, from Berry, because of the <i>Berry v. Cipriano, Barton, Miscavige (Moxon, Abelson, Ingram)</i> lawsuit. Cipriano prepared budgets for Day of the Child expenses (including Cipriano’s personal, living and business expenses) and sent them to Moxon.</p> <p>8) Cipriano complains that Moxon still [refuses] to return Cipriano’s files in <i>Berry v. Cipriano, Barton, Miscavige (Moxon, Abelson, Ingram)</i> to him [still unreturned 24 months later].</p>	<p>Cipriano Depo.T.Vol. II, 157:18-158: __.</p> <p>Cipriano Depo.T.Vol. II, 183:3-14.</p>
<p><u>January 19, 2001:</u></p> <p>1) Thomas Byrnes, also Hurtado’s counsel, submits brief to LASC Judge Lachs (Ret.) [mis] representing that the Church of Scientology had and has nothing to do with <i>Hurtado v. Berry</i>.</p> <p>2) Judge Lachs opines/recommends that all of these people [CSI, Abelson, Moxon, Ingram, Wager, Hurtado, Apodaca] “seem <u>connected.</u>”</p>	<p>Wager Depo. T.29: 8-30:1; 33:3-10.</p> <p>Wager Depo. T.35: 3-5.</p>

<p>3) Retired Judge Stephen Lachs recommends to LASC Judge Hart in <i>Hurtado v. Berry</i> that the Cal. Evidence Code § 956 crime/fraud exception applies to claims of Attorney-client privilege as between, at least, between Church of Scientology, CSI, Moxon, Abelson, Ingram, Wager, Hurtado, Apodaca. [There was no issue as to Cipriano although the operative facts are similar].</p>	
<p><u>February 6, 2001:</u></p> <p>Thirty days before a jury trial, Moxon & Kobrin/Paquette & Thomas Byrnes, Esq., on behalf of Hurtado, voluntarily dismiss <i>Hurtado v. Berry</i>, Case No. LASC BC 208227. Berry's motions to bar assertion of the attorney client privilege on the ground of the crime/fraud exception (Evidence Code §956), to compel Moxon & Kobrin to produce the subpoena-evading Ingram for deposition, compel other discovery responses and production by Hurtado, are fully briefed and pending before the trial court.</p> <p>As a matter of law, Plaintiff Hurtado's dismissal is adjudication upon the merits in favor of Defendant Berry.</p>	

<p><u>June 8, 2001:</u></p> <p>In FDBC, in <i>In Re Graham Berry, Debtor, Barton v. Berry Adversary proceeding</i>, Paquette/Moxon & Kobrin file [unsuccessful] Summary Judgment Motion on Barton's Non-Dischargeability complaint and Motion to revoke Berry's Discharge in Bankruptcy Upon the Argument that it had been procured by fraud. <u>Attached as Exhibit W was a copy of the California State Bar Notice of Disciplinary charges against Berry and filed May 22, 2001 upon the complaints of Moxon & Kobrin/Paquette and their/CSI retained counsel Michael Gerner, Esq.</u></p>	
<p><u>June 27, 2001:</u></p> <p>In FDBC, in <i>In Re Graham Berry, Debtor, Barton v. Berry Adversary action</i>, Berry files [successful] opposition to Moxon & Kobrin/Paquette Summary Judgment motion and Motion to revoke Berry's Bankruptcy Discharge.</p>	
<p><u>July 3, 2001:</u></p> <p>In FDBC, in <i>In Re Graham Berry, Debtor, Barton v. Berry Adversary action</i>, Moxon & Kobrin/Paquette file Reply in Support of Summary Judgment motion and Motion to revoke Berry's Bankruptcy discharge.</p>	

<p><u>July 10, 2001:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, Moxon & Kobrin/Paquette representing Hurtado, voluntarily dismiss Bankruptcy Court Adversary action, <i>Hurtado v. Berry</i>, U.S.B.C. CD Ca Case No. LA 99-32264 ER, AD 99-002559 ER. The Court orders it dismissed ‘with prejudice.’ Moxon & Kobrin/Paquette & Thomas Byrnes, Esq., had voluntarily dismissed the identical State Court proceeding over six months before and shortly before trial.</p>	
<p><u>July 9, 2001:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, <i>Barton v. Berry</i> Adversary action, Berry files [successful] <u>Rebuttal</u> declaration and Exhibit in response to numerous Moxon & Kobrin/Paquette material misrepresentations of fact in their Reply in Support of Summary Judgment motion and Motion to revoke Berry’s Bankruptcy discharge.</p>	
<p><u>July 10, 2001:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, <i>Barton v. Berry</i> Adversary action, Paquette/Moxon & Kobrin orally argue their [unsuccessful] Summary Judgment Motion on Barton’s Non-Dischargeability complaint and Motion to revoke Berry’s Discharge in</p>	

<p>Bankruptcy Upon the Argument that it had been procured by fraud. Paquette made further oral misrepresentations of fact to the Court.</p>	
<p><u>July 11, 2001:</u> In FDBC, in <i>In Re Graham Berry, Debtor, Barton v. Berry</i> Adversary action, Berry filed a Post Oral Argument Evidentiary Submission and Exhibits identifying Paquette's oral misrepresentations of material facts at the July 10, 2001 hearing on the Paquette/Moxon & Kobrin [unsuccessful] Summary Judgment Motion on Barton's Non-Dischargeability complaint and Motion to revoke Berry's Discharge in Bankruptcy Upon the Argument that it had been procured by fraud.</p>	
<p><u>July 17, 2001:</u> (1) Berry receives information, originally from inside OSA, that CSI is "going after him" again because of his State Bar defense. Did they ever stop! (2) Berry does quick internet search and finds the First Cipriano Declaration and its contents (now demonstrably false and defamatory) still being published 3 ½ years after first filing <i>Berry v. Cipriano, Barton, Miscavige (Bowles, Moxon,</i></p>	

<p><i>Kobrin, Drescher, Abelson & Ingram</i>).</p>	
<p><u>August 14, 2001:</u></p> <p>In FDBC, in <i>In Re Graham Berry</i>, Debtor, <i>Barton v. Berry</i> Adversary action, the Court issues a Memorandum of Decision denying Paquette/Moxon & Kobrin's Summary Judgment Motion on Barton's Non-Dischargeability complaint and Motion to revoke Berry's Discharge in Bankruptcy Upon the Argument that it had been procured by fraud. The Court held that the Barton Adversary Proceeding was <u>time-barred</u> by statute, because of genuine issues of material fact <u>AND</u> "<u>because of inaccuracies in the... [Paquette/Moxon & Kobrin] allegations [of fact]</u>" p.7:5-8 <u>AND</u> that "there is <u>no evidence</u> that [Berry acted] "knowingly and fraudulently." P.8:10-12. "<u>The Court shall deny the Motion ...as time barred, and there are inaccuracies in the allegations and genuine issues of material fact...</u>" P.9:10-14.</p>	