



### III. THE PARTIES

3. Plaintiff Church of Scientology Flag Service Organization, Inc. (hereinafter "CSFSO") is a Florida not-for-profit religious corporation. It is located and conducts almost all its activities in Clearwater, Florida. The United States Internal Revenue Service has recognized CSFSO as a "church", within the meaning of 26 U.S.C. § 170(c), and exempt from taxation under 26 U.S.C. § 501(c) (3). CSFSO provides advanced religious training and counseling to Scientologists who visit its facilities from throughout the world.

4. Defendants Debra J. Baumgarten, aka Debbie Cook Baumgarten, aka Debbie Cook ("Cook") and Wayne Baumgarten ("Baumgarten") (hereinafter collectively referred to as "Defendants") are individuals married to each other. They reside in and are domiciled in Bexar County, Texas. On information and belief, Defendants acted in concert with each other. Each Defendant approved and ratified the wrongful acts of the other whereby each Defendant is vicariously liable for the acts of the other.

5. Defendant Debra J. Baumgarten, aka Debbie Cook Baumgarten, aka Debbie Cook may be served with legal process at 7907 Donshire Dr., Converse, Texas, or wherever she may be found.

6. Defendant Wayne Baumgarten may be served with legal process at 7907 Donshire Dr., Converse, Texas, or wherever he may be found.

**IV.  
JURISDICTION AND VENUE**

7. Plaintiff CSFSO is a citizen of the State of Florida. Defendants are domiciled in and citizens of the State of Texas and are residents of Bexar County, Texas. The subject matter of this action is within the Court's general jurisdiction and the Court also has jurisdiction pursuant to TEX.CIV.PRAC.&REM. CODE § 65.021. Venue of this action is in Bexar County pursuant to TEX.CIV.PRAC.&REM. CODE § 15.002(a)(1) and (2).

**V.  
FACTUAL BACKGROUND**

8. Cook is a former Director and staff member of CSFSO and a member of the Sea Organization, the religious order of the Scientology religion. Baumgarten is also a former staff member and member of the Sea Organization.

9. On October 19, 2007 Defendant Cook resigned her position as a Director of CSFSO. Defendants contemporaneously resigned their memberships in the Sea Organization.

10. Contemporaneously with their resignations, Cook and Baumgarten each entered into identical contracts with CSFSO (*See* Cook Agreement and General Release which is attached hereto and incorporated by reference as Exhibit 1. The Baumgarten Agreement and General Release is attached hereto and incorporated herein by reference as Exhibit 2). Pursuant to those agreements, CSFSO provided \$50,000 each plus other

consideration to Cook and Baumgarten. Cook and Baumgarten agreed to certain covenants in exchange for the consideration provided to them.

11. Defendants specifically covenanted, *inter alia*, that they would never disclose any information, data, or knowledge which they learned or will learn relating to CSFSO or its staff. Exhibits 1 and 2, ¶ 6(B).

12. Defendants also specifically covenanted, agreed, and promised that they would never publish, or assist another to publish, any article, broadcast, film, video, or other media “concerning [their] experiences with, knowledge of, or information concerning, the Scientology religion,” CSFSO, Church of Scientology International (“CSI”), Religious Technology Center (“RTC”) or any other Scientology church or affiliated organization or their officers, directors, trustees, staff members, or parishioners, both past and present. *Id.*, ¶ 6(E).

13. Defendants further and specifically covenanted, agreed, and promised, *inter alia*, that they would “never aid or assist” in attacks upon the Scientology religion, CSFSO, CSI, RTC or any other Scientology church or affiliated organization or their officers, directors, trustees, staff members, or parishioners, both past and present. *Id.*, ¶ 6(F).

14. Defendants further and specifically covenanted, agreed, and promised, *inter alia*, “never to utter, write, print, post, disseminate, circulate, quote or publish” any disparaging statement about the Scientology religion, CSFSO, CSI, RTC or any other

Scientology church or affiliated organization or their officers, directors, trustees or staff members, both past and present. *Id.*, ¶ 6(H).

15. With respect to their covenants, Defendants agreed that “disclosure of such information could cause irreparable injury” to the Scientology religion, CSFSO, CSI, RTC or any other Scientology church or affiliated organization or their officers, directors, trustees, staff members, or parishioners, both past and present, and that therefore their duties of confidentiality “will remain in force in perpetuity.” *Id.*, ¶ 6(A)-(H).

16. Defendants agreed that CSFSO or any other Scientology church or affiliated organizations could seek and obtain immediate equitable relief, including, if necessary, *ex parte* emergency relief, to prohibit any threatened or attempted breach of their confidentiality duties and agreements. *Id.*, ¶ 7(B).

17. Defendants further agreed that the amount of harm that would result from such a breach likely would be substantial and difficult if not impossible to measure, and that therefore a schedule of liquidated damages would be applied to any such breach. *Id.*, ¶ 7(C).

18. On December 31, 2011 Defendants willfully breached their bargained for contractual promises and covenants. They published, circulated and distributed an email to more than one thousand Church members which disclosed supposed information, data or knowledge “concerning [their] experiences with, knowledge of, or information concerning, the Scientology religion,” including the Church, its ecclesiastical policies,

finances, staff, officers and directors, in clear violation of paragraphs 6(B), 6(E), 6(H) and 7(A) of the Agreements.

19. Although the December 31, 2011 email (attached hereto and incorporated herein by reference as Exhibit 3) bears the name "Debbie Cook" at the bottom of the text, Defendant Wayne Baumgarten was a co-participant. Mr. Baumgarten responded to an email from another CSFSO parishioner using Defendant Cook's email address. Mr. Baumgarten acknowledged in another email that "we" sent out the December 31, 2011 email.

20. Defendants represent in their email that they have special knowledge, training, experience and expertise concerning Scientology Scripture, policies, practices and information based on 29 years of service in the Sea Organization at CSFSO, seventeen as "Captain" of CSFSO. Defendants purport to disclose their purported knowledge, information and data in direct violation of paragraphs 6(B), 6(D), 6(E), 6(H) and 7(A). The thrust of Defendants' entire December 31, 2011 email, as well as specific statements therein, disparage the Church and its officers, directors, staff and trustees in breach of paragraph 6(H).

21. Defendants urged all recipients of Exhibit 3 to "send this email to as many others as you can. . . ." in violation of paragraph 6(F). Defendants' disparaging emails were widely reported in local, national and international media including the *Tampa Bay Times*, *NPR News*, *The Daily Mail*, *USA Today* and *Good Morning America* to a

circulation of more than 24 million people. According to *The Daily Mail*, the *Huffington Post*, and other media, the email was sent to 12,000 persons. Then on January 6, 2012, the *Tampa Bay Times* published a “new letter” from Debbie Cook which resulted in additional adverse disparaging publicity.

22. Plaintiff alleges on information and belief that Defendants intentionally and without just cause breached their valid and enforceable Agreements. They knew that they were breaching the Agreements when they wrote, posted and disseminated the disparaging content. On information and belief, Plaintiff alleges that Defendants anticipated that the Church would probably sue them and that Defendants fully appreciated that they have no viable defense under the law. They dismissively told at least one person that they didn’t really care about their liability because they do not have the resources to pay a monetary judgment against them. On January 1, 2012 and again on January 15, 2012, Defendants threatened (and attempted to extort) the Church with additional disparaging disclosures in violation of their Agreements in an effort to deter the Church from exercising its First Amendment petition rights.

23. Prior to filing suit, Plaintiff made written demand upon Defendants to cease and desist from further violations of their Agreements. Defendants did not agree to Plaintiff’s demand. Defendant Cook responded by e-mail on January 26, 2012 stating that she will “not give up her right to free speech. . . If you sue me, it really doesn’t matter. . . I have no money to spend on an attorney.” Defendants also leaked Plaintiff’s

confidential cease and desist letter (which was clearly identified as a confidential document pursuant to Federal Rule of Evidence, Rule 408) to persons hostile to the Church. One recipient posted a statement on the Internet that counsel for Plaintiffs is a "shyster" who is shamelessly defrauding the court on an unrelated matter. Defendants are likely to commit additional contract violations and cause additional irreparable harm to the reputation of CSFSO and other Scientology organizations unless Defendants are restrained by the court.

**FIRST CLAIM FOR RELIEF  
(Breach of Contract)**

24. Plaintiff incorporates by reference the contents of paragraphs 1 through 23 of this Petition as if fully set forth herein.

25. Plaintiff and Defendants entered into a valid and enforceable contract supported by substantial consideration.

26. Plaintiff performed according to the terms of the contract.

27. On or about December 31, 2011 and on other dates not yet ascertained, Defendants breached their contractual duties (Exhibit 1 and Exhibit 2) by, *inter alia*, writing and distributing and/or causing the distribution of disparaging purported "information" to thousands of Scientology parishioners including her Facebook friends. Debbie Cook acknowledged on her Facebook page that she authored the December 31, 2011 email. Defendants encouraged all persons who received the email to "send this email to as many others as you can, even if you do it anonymously."



28. Plaintiff reasonably and necessarily incurred attorneys' fees and will continue to incur necessary and reasonable attorneys' fees to obtain the relief which the Defendants agreed to provide in the event of a breach. Defendants have threatened imminent additional breaches of the Agreements.

29. On information and belief, Plaintiff CSFSO is entitled to liquidated damages *for each* wrongful public and private publication or disclosure in accordance with the terms set forth in paragraph 7(C) of the Agreements in a sum not less than \$300,000.00. In addition and/or in the alternative, Plaintiff has suffered and is entitled to recover actual damages of not less than \$300,000.00 for any and all contract breaches which are not subject to the liquidated damages provisions of the Agreements.

**SECOND CLAIM FOR RELIEF  
(Specific Performance)**

30. Plaintiff incorporates by reference paragraphs 1-29. Plaintiff is informed and believes and thereon alleges that an award of money damages is inadequate to compensate for the damage caused by Defendants' breach. Plaintiff does not have an adequate remedy at law.

31. Plaintiff has suffered and will continue to suffer irreparable harm unless Defendants are ordered to specifically perform their express covenants and other contractual obligations.

**REQUEST FOR TEMPORARY RESTRAINING ORDER  
AND TEMPORARY AND PERMANENT INJUNCTIVE RELIEF**

32. Plaintiff is entitled to a Temporary Restraining Order, Temporary Injunction and Permanent Injunction prohibiting Debra J. Baumgarten, aka Debbie Cook Baumgarten, aka Debbie Cook, and Wayne Baumgarten from violating express written covenants as set forth in their written agreements with CSFSO. There is substantial risk of imminent harm and irreparable injury to the Plaintiff. The Plaintiff seeks ex parte consideration of this Request for Temporary Restraining Order in order to prevent further irreparable injury and to preserve the status quo pending a hearing on its Request for Temporary Injunction and final trial.

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays as follows:

1. That Defendants be cited to appear and answer herein as required by law;
2. Upon hearing the Court enter a temporary restraining order and thereafter a temporary injunction as requested above;
3. Upon final trial a judgment be entered in favor of Plaintiff and against Defendants for permanent injunctive relief;
4. For an order requiring Defendants to specifically perform their promises;
5. For damages in a sum not less than \$300,000.00 or according to proof;
6. For an award of costs, including reasonable attorneys' fees, incurred as a result of Defendants' wrongful acts; and
7. For such other and further relief which the Court may deem proper.

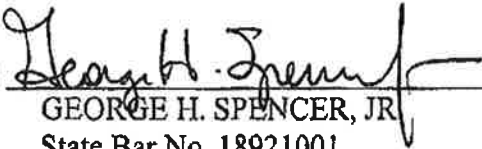
**STATEMENT OF COUNSEL REGARDING EX PARTE REQUEST  
FOR TEMPORARY RESTRAINING ORDER**

In connection with the request on behalf of the Plaintiff Church of Scientology Flag Service Organization, Inc., the undersigned attorney of record pursuant to Rule 6 of the Local Rules for the Civil District Courts of Bexar County, Texas, states that to the best of his knowledge the Respondents, Debra J. Baumgarten, aka Debbie Cook Baumgarten, aka Debbie Cook, and Wayne Baumgarten, are not represented by counsel.

Respectfully submitted,

CLEMENS & SPENCER  
112 E. Pecan St., Suite 1300  
San Antonio, Texas 78205-1512  
(210) 227-7121 – Telephone  
(210) 227-0732 – Facsimile

CRT  
PROCESS DEPT

By:   
GEORGE H. SPENCER, JR.  
State Bar No. 18921001  
MARK J. CANNAN  
State Bar No. 03743800  
ATTORNEYS FOR PLAINTIFF

VERIFICATION

STATE OF FLORIDA

§  
§  
§

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
PETER MANSELL, who, being first duly sworn by me, upon his oath, deposed and  
stated that he is a duly authorized representative of Church of Scientology Flag Service  
Organization, Inc., that he has read the foregoing instrument, and that every factual  
statement contained therein is true and correct and within his personal knowledge.

*Peter Mansell*

SUBSCRIBED AND SWORN TO BEFORE ME this 26<sup>TH</sup> day of  
JANUARY, 2012, to certify which witness my hand and seal of office.

*Sarah Heller*  
Notary Public in and for the  
State of FLORIDA

My Commission Expires:  
\_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA  
Sarah Heller  
Commission # EE048108  
Expires: DEC. 09, 2014  
BONDED THRU ATLANTIC BONDING CO, INC.