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FILED
LOS ANGELES SUPERIOR COURT

APR 23 2007

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

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11 FREDERIC G. MARKS, JOSEPH
12 HENTZ, STUART SMITH, JEAN
MOLLENHAUER, ROGAN COOMBS,
13 JOSEPH DROLL, GREGG ROOTEN,
THOMAS R. WOOD, MARILYN WOOD,
14 GREG STAININGER, and JOHN
FOUNTAIN,

15 Plaintiffs,

16 v.

17 WAYNE JOYNER and CHARLES W.
18 HAYES, individually and as Trustees of
THE UNIVERSAL SCIENTIFIC
19 PUBLICATIONS COMPANY TRUST,
THE UNIVERSAL SCIENTIFIC
20 PUBLICATIONS COMPANY, INC., THE
NATURAL ESTATE TRUST and DOES 1
21 through 50, Inclusive,

22 Defendants.

CASE NO. BC352639

(Honorable Kenneth R. Freeman,
Department 64)

**PLAINTIFFS' EVIDENCE IN
OPPOSITION TO DEFENDANT
CHARLES W. HAYES' MOTION
FOR SUMMARY JUDGMENT
OR, ALTERNATIVELY,
SUMMARY ADJUDICATION OF
ISSUES**

DATE: May 7, 2007

(Reserved)

TIME: 8:30 A.M.

DEPT: 64

Date Action Filed: May 19, 2006

Trial Date: June 6, 2007

23
24
25 **TABLE OF CONTENTS**

- 26 1. Declaration of Frederic G. Marks with exhibits attached thereto;
27 2. Declaration of Gregg Rooten;
28 3. Declaration of Jean Mollenhauer; and

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4. Declaration of Stuart Smith.

DATED: April 20, 2007



JONATHAN K. GOLDEN
Attorney for Plaintiffs FREDERIC G.
MARKS, JOSEPH HENTZ, STUART SMITH,
JEAN MOLLENHAUER, ROGAN COOMBS,
JOSEPH DROLL, GREGG ROOTEN,
THOMAS R. WOOD, MARILYN WOOD,
GREG STAININGER, and JOHN FOUNTAIN

PLAINTIFFS'

1 **DECLARATION OF FREDERIC G. MARKS IN OPPOSITION TO**
2 **DEFENDANT CHARLES W. HAYES' MOTION FOR SUMMARY JUDGMENT**
3 **OR, ALTERNATIVELY, SUMMARY ADJUDICATION OF ISSUES**

4 I, FREDERIC G. MARKS, declare and say:

5 1. I am a Plaintiff in this action. If duly called and sworn as a witness, I could
6 and would competently testify to the following facts which are within my personal
7 knowledge.

8 2. I met Andrew J. Galambos ("AJG") and his wife Suzanne J. Galambos
9 ("SJG") in 1967 when I first attended AJG's lectures. From 1967 through 1989 I had
10 extensive, frequent and regular contact with Mr. and Mrs. Galambos, both as a student in
11 most of AJG's lectures and as the lawyer for Mr. and Mrs. Galambos and for their various
12 companies from 1968 through mid-1989, when I withdrew from the practice of law.

13 3. Mr. and Mrs. Galambos owned and did business through The Liberal, Inc.,
14 dba Free Enterprise Institute ("FEI") and The Universal Scientific Publishing Company,
15 Inc. ("TUSPCO"). The business of FEI, established in 1961, was presenting the ideas of
16 AJG directly via live lectures by AJG, and through contracting individuals who presented
17 AJG's lecture courses live or by recordings of AJG's live lectures. These lectures were
18 attended by at least 10,000 people between 1961 and the late 1980's. The business of
19 TUSPCO was to market books and especially books that AJG planned to write.

20 4. In 1968 I met Mitchell J. Lange ("Lange") who had a contractual
21 relationship with AJG and the Galambos companies. Lange performed administrative,
22 bookkeeping and financial services for AJG and the Galambos companies as requested and
23 directed by AJG. As a condition of their relationship AJG required Lange to attend many
24 of the numerous lectures presented by AJG and to do anything and everything AJG
25 requested regarding administrative, bookkeeping and financial services for the Galambos
26 companies. Lange performed such services continually from 1968 or earlier until
27 termination of his relationship with AJG and his companies in 1984.

28 5. In his lectures AJG frequently referred to Mr. Lange as an associate of AJG
 and the Galambos companies, and directed students and customers to Mr. Lange for some

1 of the financial arrangements for enrolling in lectures.

2 6. Monies received by the Galambos companies usually were delivered by Mr.
3 and Mrs. Galambos to Lange for banking as Lange's responsibilities included doing bank
4 deposits for the Galambos companies and writing checks on those accounts.

5 7. In 1971 AJG announced that he intended to write a book containing the ideas
6 in his lecture courses known as V-50 and V-201. In 1978 AJG, through TUSPCO, issued
7 a "Pre-Publication Subscription Agreement" (the "PPSA") to provide for sale of this book,
8 described in the PPSA as "Book One."

9 8. Under the PPSA subscribers paid in advance for Book One which was to be
10 delivered to subscribers by December 31, 1987. Under the PPSA, if Book One was not
11 delivered by December 31, 1987, TUSPCO could propose a delayed delivery date which
12 could be accepted by subscribers or, alternatively, subscribers could obtain a refund of their
13 purchase price plus interest.

14 9. I drafted the PPSA in accordance with explicit directions from AJG as to its
15 provisions. He knew exactly what he wanted the contract to say and I followed his
16 instructions concerning its contents. AJG limited my work on the PPSA to putting his
17 instructions into the format of a contract document. He rejected suggestions I made to
18 modify its provisions.

19 10. Lange acted on behalf of TUSPCO in obtaining agreement of subscribers to
20 enter into the PPSA. I subscribed to four copies of Book 1.

21 11. AJG selected Lange and another individual to act as co-trustees of a trust
22 agreement under which these co-trustees would accept and hold subscribers' advance
23 payments under the PPSA for Book 1 and other Galambos books. I had recommended that
24 AJG appoint a corporate trustee for that purpose. To that end I had obtained the agreement
25 of two banks to serve in that capacity. However, AJG appointed as trustees Lange and the
26 other individual because they had taken his courses, saw him frequently, and therefore he
27 preferred them as trustees to an independent corporate trustee.

28 12. In 1984 Lange admitted that he had embezzled the PPSA subscribers'

1 advance payments held by the TUSPCO Trust as well as large amounts of money from
2 TUSPCO, Inc.

3 13. AJG failed to write Book 1 by December 31, 1987.

4 14. Since December 31, 1987 there have been numerous communications from
5 Suzanne Galambos and the defendants in this case confirming their intent to publish Book
6 1 at a postponed time, as set forth below.

7 15. In March 1988, November 1991 and June 1992 Suzanne Galambos, on behalf
8 of TUSPCO, wrote letters to all subscribers stating that notwithstanding the loss of the
9 TUSPCO Trust monies Book I would be published and delivered. True copies of the
10 letters are attached hereto as Exhibits "1", "2" and "3".

11 16. In the June 1992 letter Suzanne Galambos stated that at the 30th anniversary
12 program (held in 1991) she had also announced publicly that she was editing Book I from
13 the transcriptions of AJG's V-50 and V-201 tape recordings.

14 17. The June 1992 letter of Suzanne Galambos said that AJG had been diagnosed
15 as having Alzheimer's disease, and that he needed almost constant supervision and care
16 which is why subscribers had not heard from Suzanne Galambos as often as they might
17 have liked.

18 18. Suzanne Galambos died in 1996 and AJG died in 1997.

19 19. James D. Gafford ("Gafford") was employed by Mr. and Mrs. Galambos and
20 the Galambos companies in an administrative capacity for several years prior to the death
21 of Mr. and Mrs. Galambos.

22 20. In March 1996, after the death of Suzanne Galambos, and again in September
23 1996, Gafford, on behalf of TUSPCO, wrote letters to subscribers confirming the intention
24 of TUSPCO to publish Book I. The letters are attached hereto as Exhibit "4".

25 21. In a letter to subscribers on TUSPCO's letterhead dated May 18, 1998 Hayes
26 and Joyner stated:

27 *"We are absolutely committed to publish Book One . . . and are taking*
28 *action to achieve this goal as expeditiously as possible. Funding is in place*

1 to publish Book One. Further, we intend to transform [the home of Mr. and
2 Mrs. Galambos] into a permanent museum, which would be reflective of . .
3 . the achievements [of AJG]. We are also taking steps to secure and stabilize
4 the . . . tapes, slides, notes and manuscripts containing his spoken and written
5 words. We will use the finest technology now available to preserve this
6 material for posterity." See attached Exhibit "5".

7 22. On June 29, 1998 on TUSPCO letterhead, a letter addressed to "FEI
8 customers" and signed by Defendants Joyner and Hayes, announced that TUSPCO
9 is accepting orders for additional copies of Book 1. This letter specifies the price
10 and how to make remittance of payment. The letter is attached hereto as Exhibit "6".

11 23. On July 17, 1998 on TUSPCO letterhead, Hayes and Joyner wrote and signed
12 a letter to FEI customers stating that:

13 *[Volume 1 of Book 1] "contains the V-50 lectures . . . [and that]*
14 *delivery of Volume 1 . . . is scheduled for late fall.*

15 *"Volumes 2 through 4 (or 5) consist of the V-201 lectures . . . and are*
16 *being compiled by a separate group of editors. Each volume shall be*
17 *delivered as it comes off the press. . . . Volume 1 is expected to go to the*
18 *typesetter in the middle of August."*

19 A copy is attached hereto as Exhibit "7".

20 24. On April 1, 1999 I received a letter from Joyner and Hayes on TUSPCO
21 letterhead addressed "Dear FEI Customer." This letter stated the Open House event to
22 distribute Book One, Volume One by AJG would be held April 17, 1999 in the City of
23 Commerce, California. The letter further states "The remainder of the volumes (V-201)
24 will be distributed as each volume is completed." The letter is attached hereto as Exhibit
25 "8".

26 25. On April 11, 1999 I received another letter from Hayes and Joyner on
27 TUSPCO letterhead, also stating that Book One, Volume One (V-50 lectures) will be
28 distributed on April 17, 1999 and that "the remainder of the volumes (V-201) will be

1 distributed as each volume is completed.”

2 26. On April 17, 1999 I attended the Open House, and took delivery of four hard-
3 bound copies of Book One, Volume One. Volume One is a virtually verbatim transcript of
4 the lectures from course V-50. I also bought four additional, soft-bound copies that were
5 then available. At the Open House Mr. Joyner spoke and announced that work was
6 continuing on the rest of Book One, namely the V-201 part. Mr. Hayes was present at that
7 meeting and during Mr. Joyner’s comments.

8 27. Plaintiff Stuart Smith was also present on April 17, 1999 at the Open House.
9 He was requested by Joyner and Hayes to take orders for additional copies of Book 1. He
10 took orders and collected a considerable amount of money in checks which he turned over
11 to Hayes and Joyner.

12 28. In or about 1999 defendant Hayes telephoned me and requested that I place
13 a book review of Volume One (V-50 lectures) on the Amazon.com website where
14 defendants were offering the book for sale. At least 15 people wrote reviews for the
15 Amazon.com website which offered the Volume One (V-50 lectures) for sale as late as the
16 time of filing of this lawsuit in May, 2006.

17 29. Jack Hurwitz informed me that in 2002 Hayes authorized him, a student of
18 AJG and a tape course contractor, to distribute AJG’s V-50 lectures via compact disc
19 recordings. In conversations with Mr. Hurwitz, Mr. Hayes said that the trustees were
20 working on an abridged version of the V-201 lectures for subscribers and would also
21 simultaneously deliver to subscribers an unabridged print version of the V-201 lectures.

22 30. In May 2006, at the time of the filing of this lawsuit, TUSPCO on its own
23 website offered all of Book One (V-50 lectures and the V-201 lectures) for sale for
24 \$2,500.00 True copies of the pages printed from the website are attached hereto
25 collectively as Exhibit "9".

26 31. Because of the foregoing communications stating the intent to publish Book
27 1, I decided to wait for the postponed publication. The money I had paid in advance was
28 trivial by comparison to the enormous value of the intellectual property I expected to

1 receive in Book 1, which is, in my judgement, a priceless heirloom. To this day, I would
2 vastly prefer to receive the V-201 portion of Book 1 in printed, durable form rather than
3 have the subscription money refunded. There are approximately 400 people who have
4 subscribed to buy 1,309 copies of Book 1 who are also waiting for the V-201 volumes.

5 32. In June of 2004 Wayne Joyner called me about the legal title to the residence
6 of Mr. and Mrs. Galambos. At that time I asked him for a progress report on publication
7 of the V-201 portion of Book One. Joyner was evasive, stating he could not discuss that
8 matter unless I signed a non-disclosure or confidentiality agreement, which I declined to
9 do. Nevertheless I asked to meet with him at his office.

10 33. I met with Joyner at his office in Los Angeles on July 8, 2004. At that time
11 he told me that because of my long relationship with AJG and SJG he would provide me
12 a status report about publication of V-201, if, and only if, I agreed to sign a confidentiality
13 agreement prohibiting me from disclosing whatever I heard from him. I refused to sign
14 such an agreement.

15 34. In letters by me addressed to Joyner with a copy to Hayes, dated January 31,
16 2005, May 20, 2005 and September 15, 2005 I repeated my request for a status report about
17 publishing the V-201 lectures. In those three letters I also communicated my concern that
18 Joyner and Hayes were working on, and spending resources of the Galambos' estate on
19 preparation not of the V-201 lectures, but of the writing of a derivative work containing
20 someone else's interpretation of AJG's V-201 lectures.

21 35. I never had a response of any kind from Mr. Joyner or Mr. Hayes.

22 36. On December 1, 2005 I wrote to a few of the subscribers to AJG's Book One
23 to tell them of my frustration in attempts to obtain a status report from Mr. Joyner and Mr.
24 Hayes regarding publication of the V-201 lectures. I asked these subscribers to call Mr.
25 Joyner at his office to make inquiry themselves. Some did call. Either their calls were not
26 answered, or in case of those who did speak to Joyner, they told me that he provided no
27 information about publication of the V-201 lectures. At least two of the AJG book
28 subscribers wrote to Joyner asking for a status report, and later told me they received no

1 reply.

2 37. On May 19, 2006 this action was filed on behalf of myself and several other
3 subscribers and several individuals who are not plaintiffs but who have assigned to me their
4 rights to seek delivery of AJG's V-201 lectures via Book One. As one alternative remedy
5 the complaint seeks refund of the price paid for Book One. That was the first time I had
6 ever asked for a refund of my subscription payment. I would not seek such refund now if
7 I could have delivery of the transcribed V-201 lectures in a permanent and durable form.

8 38. Hayes and Joyner are in control of all the assets of the estate of AJG and his
9 wife, including the various companies through which AJG offered lectures and products.
10 They represent themselves as co-trustees of the Natural Estate Trust, which owns all assets
11 of the estates of Andrew and Suzanne Galambos, including all shares of TUSPCO, Inc.
12 Hayes and Joyner are officers of TUSPCO, Inc. Hayes represented himself as sole Trustee
13 of the TUSPCO, Trust, the entity created to hold advance subscription payments for books
14 to be published by TUSPCO, Inc.

15 39. As of July 1989 the probable size of the assets owned by Mr. and Mrs.
16 Galambos and their companies was more than ample to fulfill their obligations under the
17 PPSA.

18 40. As of the date of death of AJG in 1997, the assets of the Galambos' estate
19 were large enough that, but for conversion of the Galambos' estate into a charitable trust,
20 the estate tax would have been enormous.

21 41. Joyner and Hayes have wasted the assets of the Galambos' estate and
22 companies on fruitless or incompetent editing services of James Gafford and William
23 Martin regarding Book One and on expenditures for the personal benefit of Mr. Joyner.

24 42. Plaintiffs are prepared to produce witnesses who will establish that Joyner and
25 Hayes have spent or have been spending at least \$8,000 per month for a period of years on
26 the services of individuals who, with the consent of the individual defendants, are seeking
27 to suppress publication of the V-201 lectures and instead are writing a derivative work
28 setting forth their own interpretation of the ideas of AJG, rather than preparing to publish

1 AJG's own words via the V-201 lectures.

2 43. Defendants Hayes and Joyner are charged with the obligation to safeguard the
3 tape recordings of the lectures of AJG. They acknowledge that they have removed them
4 from a temperature and humidity controlled storage facility but decline to state what they
5 have done to preserve them thereafter.

6 44. It is also my opinion that Hayes and Joyner wasted assets of the Galambos'
7 estate by causing the sale of the residence of the Galambos without offering it for sale to
8 FEI customers, some of whom would likely have been willing to pay an above market value
9 price to own that residence, which Hayes and Joyner had promised to turn into a Galambos
10 museum.

11 45. Further, Defendants are spending significant amounts of the assets of the
12 Galambos' estate to defend this lawsuit which is entirely unnecessary and is caused only by
13 the refusal of the individual Defendants to complete performance of the PPSA and to
14 provide a status report to Plaintiffs and other subscribers.

15 46. The quotation by me on deposition that "I don't think he [Mr. Hayes]
16 voluntarily assumed the fiduciary obligations," has been taken out of context. I testified in
17 the deposition that "It appeared to me that [Mr. Hayes] and Mr. Joyner were co-equally
18 sharing all the obligations owed to the subscribers by the panoply of defendants." (Page
19 297, line 23 to page 298, line 1.)

20 47. Furthermore, as indicated above in this declaration, Mr. Hayes described
21 himself as a trustee of the Galambos' Natural Estate Trust, and sent out letters to
22 subscribers explaining the activities that he and Mr. Joyner were undertaking to assure
23 publication of Book One. For example, in the letter of May 19, 1998 quoted above, Hayes
24 and Joyner state: "We are absolutely committed to publish Book One . . . and are taking
25 action to achieve this goal as expeditiously as possible. Funding is in place to publish Book
26 One."

27 48. AJG and his wife both told me that the V-50 lectures and the V-201 lectures
28 had been transcribed in typewritten form as early as the mid-1970s. In the PPSA it is stated

1 that if AJG dies without writing Book One, it shall be published in the form of "edited
2 selections from the tape recorded lectures of AJG." Defendants acknowledge that the text
3 of the transcripts has been digitized and transferred to compact disc.

4 49. I understood from my long association with AJG that is what AJG wanted.
5 It is what Suzanne Galambos said she was preparing in letters to subscribers written after
6 AJG was diagnosed with Alzheimer's disease. It is what defendants Joyner and Hayes also
7 believed AJG wanted when in their July 17, 1998 letter to subscribers they promised that
8 Volume 1 [of Book One] "contains the V-50 lectures . . . [and] Volumes 2 through 4 (or 5)
9 consist of the V-201 lectures." In 1999 defendants published a virtually verbatim transcript
10 of the V-50 lectures and continued to promise the same for the V-201 lectures.

11 50. In his declaration in support of the Motion for Summary Judgment, defendant
12 Hayes states, for the first time since I began inquiry about the V-201 portion of Book One
13 in 2004, that he and defendant Joyner have every intention of publishing the entirety of
14 Book 1 based on the expressed desire and intent of Professor Galambos. Hayes' declaration
15 also states that it is the duty of the trustees of TNET to publish AJG's theories.

16 51. All that is left to do to complete publication of the remainder of Book One
17 is to publish the V-201 lectures. But Hayes also states in his declaration that "publication
18 of V-201 in the same format as Volume 1 will not be repeated."

19 52. So here, during the midst of this lawsuit, we are told by Hayes that it is his
20 duty to publish AJG's work (of which Book One and especially the V-201 lectures was the
21 capstone) but that they will not publish V-201 as required by the PPSA, namely in the form
22 chosen by Galambos himself, namely in the form of "edited selections from the tape
23 recorded lectures of AJG."

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct.

26 Executed this ___ day of April, 2007, at Santa Monica, California.

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28 _____
FREDERIC G. MARKS

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49. I understood from my long association with AJG that is what AJG wanted. It is what Suzanne Galambos said she was preparing in letters to subscribers written after AJG was diagnosed with Alzheimer's disease. It is what defendants Joyner and Hayes also believed AJG wanted when in their July 17, 1998 letter to subscribers they promised that Volume 1 [of Book One] "contains the V-50 lectures . . . [and] Volumes 2 through 4 (or 5) consist of the V-201 lectures." In 1999 defendants published a virtually verbatim transcript of the V-50 lectures and continued to promise the same for the V-201 lectures.

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52. So here, during the midst of this lawsuit, we are told by Hayes that it is his duty to publish AJG's work (of which Book One and especially the V-201 lectures was the capstone) but that they will not publish V-201 as required by the PPSA, namely in the form chosen by Galambos himself, namely in the form of "edited selections from the tape recorded lectures of AJG."

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 19th day of April, 2007, at Santa Monica, California.

JGM

Frederic G. Marks
FREDERIC G. MARKS

EXHIBIT

THE UNIVERSAL SCIENTIFIC PUBLICATIONS COMPANY, INC.

Post Office Box 9709 / Anaheim, California 92802 / Phone: (213) 723-1776

Page 1 of 8

Mr. Frederic J. Marks
Dear Fred:

This letter is by way of bringing all of our book and course subscribers up to date. We realize that our trust subscribers are a diverse assortment of individuals. Some of you disappeared almost as soon as the ink was dry on your book and/or course contract(s), and we have not been able to contact you since then. Some of you have been in contact with us by letter or by telephone from time to time over the years. Some of you we continue to see fairly regularly in our classes, and, therefore, we have been able to keep you apprised.

So, for those of you who "already know all that", we hope you will bear with us while we reiterate to all of our trust subscribers as a whole what we have been informing most of you individually or in groups over the past few years.

In 1984, our long-time friend(?) and associate, Mitchell J. ("Matt") Lange pleaded guilty to having stolen 1.5+ million dollars from our various entities. He had been quietly but systematically stealing from every entity to which he had access. He embezzled the contents of both the course trust and the book trust in their entirety. (He was a trustee of both, as you will recall.) In a stroke of cruel "humor", Lange left Professor Galambos two cashier's checks, totaling just over \$800 -- the remains of the assets of both trusts after he had embezzled them.

Lange was sentenced to four years in prison (Chino). With time off for "good behavior", Lange was released from prison after serving two years of his sentence.

Because, under California law, there is no recourse available to a victim (the state's public relations campaign to the contrary notwithstanding), and no mechanism to recover stolen property other than a civil suit, we had no choice but to sue Lange to recover the stolen moneys. In 1984, October (even before Lange formally pleaded guilty to his crime), we filed suit against Lange to recover the trust moneys he stole, as well as all of the other moneys from the various other entities. (These are outlined later in this letter.) The case has not yet come to trial.

On 1984, July 9, Professor Galambos received a letter from M. J. Lange dated 1984, July 3, in which Lange confessed to having taken all of the assets of both the book and course trusts. Without our knowledge, he had liquidated the contents of the money-market funds, the stocks belonging to the trusts, and the commodity accounts, taking all of the proceeds for his private use. EXH-1

In his letter of 1984, July 3, Lange claimed to have "borrowed" the assets of both trusts. In point of fact, he stole them. One cannot "borrow" when there is no lender. And there is no lender when the person(s) to whom the property belongs has/have no knowledge of the so-called "borrowing".

Calling a thief a "borrower" does not make him a borrower. As Lincoln put it so well, "Calling a cow's tail a leg doesn't make it a leg."

The San Diego Police Department made some incredible discoveries of Lange's crimes and how he had committed them. Our accountant discovered that Lange also had taken substantial amounts of money from FEI/LIONSTech, from TUSPCO (the company as well as the trust), The Liberal Publishing Company, Inc., from the 20th Anniversary Alumni Meeting account, from the Joseph B. Galambos Centennial account, and from Galambos personally. (My Husband had personally advanced money to pay for the gold coin-medals we struck for the Joseph B. Galambos Centennial. Instead of repaying the loan to Galambos as the coin-medals were sold, Lange pocketed both the proceeds of the sale and the money which should have been repaid to Galambos to retire the company's debt to him.)

Perhaps Lange's most reprehensible act is that he stole even the assets from the royalty account of Joseph B. Galambos which held the cash proceeds from the coin-medals issued in commemoration of Joseph B. Galambos's centennial in 1982, a commemoration which many of you attended. Further Lange stole proceeds from the centennial commemoration itself.

Lange also stole a substantial amount of money from the 20th Anniversary Alumni Meeting account.

Lange's techniques for stealing included (but were not limited to) falsifying financial records so his thefts could remain undetected for a long period of time and juggling moneys from one account to another until they were ultimately siphoned into his own pocket.

Even as we write this, the amount of loss owing to Lange's crimes continues to mount. Since he liquidated all of the trust-owned stocks for his own use, we have lost all of the dividends, interest, and capital gains which would have accrued to the trusts over the years since he began selling off the trust stocks. Lange also sold all of the gold belonging to the trusts which had been purchased as a hedge against inflation. Lange pocketed that money as well. We not only lost the gold to his theft but the increase owing to the increase in gold prices since the gold was originally purchased.

Before Lange left San Diego for another city where he was taken into custody in 1984, August, he deposited whatever records he felt like leaving behind in whatever fashion he chose to leave them in a loft in San Diego. He subsequently sent Galambos a key to the loft.

We have been funding the presentation of trust courses out of our personal resources, those few remaining assets to which Lange had no access. We also are funding the publication of Galambos's books (and the other books on the book trust), out of our own pocket since Lange embezzled the trust funds.

This is a moral decision which Professor Galambos has made.

We remind you and, in particular, those of you who have been requesting refunds of book trust payments under Paragraph 6.4, Page 12, that this paragraph has been rendered null and void under Paragraph 6.5(5), Page 14. Lange's theft invokes the latter paragraph as stated in the contract.

Since we are continuing to deliver the products, none of our subscribers is being injured by Lange's theft. Up to this point, we, alone, have been Lange's victims.

Yet, in a larger sense, everyone, FEI graduate and flatlander alike, could well be a victim of Lange's insatiable greed. Anything that prevents or even delays getting volitional science and primary property theories into a more permanent form cannot help but have a damaging effect upon the future of the species -- not even speaking of the future of each of you.

Now, even more critical than the loss of the money is the loss of the remaining time of both of us as we attempt to make order out of the chaos Lange left in his wake. We have to determine from which entity he stole what amounts. We have spent the greater part of the past three years sifting through several thousand pages of raw data to put together a working set of records as carefully verified as is humanly possible. This has involved checking customers' enrollments or book orders and/or coin-medal orders against receipts against deposit records against contracts (if a contract was involved), and against customers' correspondence, if any. In many instances, we have had to contact customers by letter and/or by long-distance telephone to verify information.

Yet, despite the monumental financial loss and the even greater loss of our time which Lange has caused us, we have continued to offer the courses on the trust, funding them out of our remaining personal assets. We are paying for the publication of the books on the trust out of our own pocket. The latter is more difficult and more time-consuming because book production (aside from the actual writing) depends totally upon flatlanders. We have had a number of flatland subcontractors renege upon us over the years. Each time this happens, we are compelled to lose more time while we try to locate a more reliable subcontractor.

One of the reasons that progress comes so slowly is that the two of us must do everything that has to be done in our various companies. Thanks to Lange's thefts from FEI (the Institute, in addition to the trust), we can no longer afford any full-time associates, since these, too, would have to be funded out of our own capital. Galambos has a part-time assistant for his podium work, and we have a part-time assistant handling sales of books and cachets at our classes.

Several customers have complained that they have not received regular reports as to what transpired with respect to Lange, the status of the courses and books on the respective trusts.

We think you will agree that, given the handicaps under which we are operating -- and we are operating -- getting books published and new concepts recorded on tape via courses are the most important achievements we can complete at this time. Since most of you are younger than we are and many of you have -- or will have -- posterity, every

thing you value is "riding" on the moral publication and utilization of Galambos's theories as soon as practicable. This means publication by Galambos himself or by his explicitly named successor, followed by utilization of the theories by every one who recognizes their value. (This means utilization all of the time and not just when it happens to be convenient.) Actually, the moneys you paid for your pre-publication subscriptions are the very least of what you have at stake.

The schedule we have maintained over the past three-and-a-half years (not speaking of the schedule we maintained prior to 1984) would have killed any less dedicated persons. Frankly, I know of no living persons who even would have attempted it, given our circumstances. If you haven't had the experience, you cannot imagine what it is like to be a sensitive cosmological innovator who has been betrayed ideologically and emotionally and wrecked financially by someone whom he considered to be his best friend. And while this is happening, a number of individuals -- each of whom has profited hugely just from studying his original concepts -- stand idly by and watch it happen. In some instances, they actually cooperate with the betrayal.

It is the trauma of this large-scale betrayal, we are convinced, and not the hard work which brought about Professor Galambos's coronary thrombosis last year (see following paragraphs).

The fact remains that we have lost prime production time in the years since 1984. We have had to invoke the term in the book contract which enables us to put out Book 1 in several volumes. We had planned the first volume for publication in 1987. Galambos's coronary thrombosis rendered that plan impossible of achievement. Please bear in mind that we are committed to publishing Book 5 (MORE LASTING THAN BRONZE) prior to the actual release of any other of our titles. You will recall that "More Lasting than Bronze" is part of the translation of the Latin quotation, "Exegi monumentum aere perennius" ("I have erected a monument more lasting than bronze").

We had our book publishing schedules worked out for 1987, and we were moving as fast as possible, when, as you may know, Professor Galambos suffered a coronary thrombosis last May. He endeavored to continue working even while he was hospitalized. But his lectures and his books had to be postponed.

He wanted to give the lectures he had scheduled for July 4th for Thomas Paine and July 5th for the 300th anniversary of the publication of Newton's PRINCIPIA. But as the weeks passed, it became increasingly apparent that, to do so, might permanently jeopardize the rest of his achievements.

Reluctantly he decided to put the heart before the course.

Nevertheless, the postponed lectures were all delivered prior to the end of 1987.

We mention all of this to you so that you should be aware (if you are not already) of Lange's acts of major coercion. We also want you to be aware of Professor Galambos's coronary thrombosis.

That he has wrecked us financially is of no interest to Lange. That his crime may have far wider repercussions than "merely" the destruction of a friend who trusted him apparently does not concern Lange.

Contrary to the stories about his "innocence" which Lange has circulated in some areas -- stories which can be most delicately summed up in the single word, "eyewash", -- this was a well-planned and carefully orchestrated theft. No amount of protestation can wipe away the irrefutable evidence of Lange's guilt. We will not burden you with the ugly details of this evidence.

Ironically, a number of our long-time customers and even several of our tape course contractors could have prevented the bulk of this theft if only one of them had made just a single telephone call or had dropped a short note to either Professor Galambos or to me. As we learned much too late (1984, July), Lange had obtained large sums of money from a number of FEI customers as well as from several then-active tape course contractors and several former tape course contractors.

Sometime around 1980, Lange apparently decided to go into the real estate business. He claimed he wasn't earning enough through FEI and its related entities. (Considering what he was receiving on a contractual basis, this was a little hard to believe, but that is what he claimed.) He told Galambos that he planned to have some outside investors (sic) in his venture. Galambos said immediately, "I presume that none of them is from my market."

As you, our customers, know very well, as a condition of taking post-V-201 courses, our graduates agree contractually that they will not use the AJG or FEI market for any purpose not derived from AJG. This particular contractual agreement is even more strictly applied to our tape course contractors. Violation of this particular agreement, particularly if it were to involve raising capital from our customers, would be grounds for immediate termination of any contractual relationship with us.

Lange assured Galambos that all of his (Lange's) investors or would-be investors were flatlanders. "I know your policy on this," Lange added.

Since Galambos was talking with a man whom he had come to value as a friend and to trust as an associate for many years, he had no reason to question Lange further on this matter.

We would learn, however, -- and much too late -- that Lange's assurance was a lie, like nearly everything else Lange had told us over the more-than-two decades he was worming his way into Galambos's trust and confidence. As I mentioned above, Lange had obtained very large sums of money from a number of FEI customers as well as from several former tape course contractors and several then-active contractors.

Had even one of these individuals inquired of us, "Are you aware that Lange is raising capital in your market?", Lange would have been terminated immediately, and the bulk of the trusts could have been saved.

Don't ask us why persons who consider themselves to be moral and rational would knowingly participate in an obviously immoral act. The fact remains that they did. As you may have already guessed, every one

of them lost whatever he or she speculated with Lange. And these were large amounts of money by anyone's standards.

The more sensitive among you will recognize that most of you already have been compensated for any delay in the delivery of books. (There has been no delay in the delivery of courses. Immediately following Galambos's coronary thrombosis, several lectures were postponed, but these all were delivered before the end of 1987.)

For instance, those of you who have contracts on the course trust will recall that, if you were in the Open-End Course at the time you entered into the course contract, you received up to a maximum of a 10% discount from your total tuition on the contract. This was provided to you with the contractual understanding that, if you resigned from OEC, you owed back to us the dollar amount of the discount. Many of you resigned from OEC long ago. Not one of the persons who resigned from OEC ever returned a dollar or even a penny!

Those of you who subscribed to Book 1 during the 1970's received a full refund of all moneys you paid to us. You had the option -- if you so chose -- to resubscribe to the book under the book trust for the same dollar amount that you originally paid. This offer was made despite the fact that, by 1978, when the trust first came into being, Book 1 subscriptions were selling for more than twice (in some instances) what you had paid for your original subscription. Please bear in mind that you had a full refund of your book payment(s) in your hand at the time you made the decision -- wholly yours -- to resubscribe.

As of this writing, Book 1 is selling for \$750.00, and, when the first volume comes off the press, there is likely to be an additional increase, but this will not be retroactive. The increase will only affect new subscribers, not those of you who purchased books on the trust.

Those of you who utilized time payment plans for the purchase of our books will recall that the contracts call for an annual inflation adjustment on any unpaid balance. None of you was ever charged an inflation adjustment because Lange reneged on his obligation to prepare the figures for and collect the inflation adjustment. Galambos, on the other hand, was unwilling to invoke an inflation adjustment for more than one year at a time. He refused to allow Lange to levy the adjustment for several years at once. Therefore, he (Galambos) lost the entire inflation adjustment, and his customers gained therefrom.

We are presently in the process of delivering the "Positive Victory" coin-medals, which we also had to fund out of our own resources because Lange stole moneys from the coin-medal account. These coin-medals were struck in 1987, and we have been delivering them in groups as we are able to determine which customer ordered how many medals and which serially numbered medals he or she ordered -- and, not incidentally, whether or not he or she paid for the medals. Those of you who have already been contacted about your coin-medals have some sensitivity to the monumental task involved in getting just this single product into the hands of its subscribers. (If you ordered this coin-medal and have not yet heard from us, please bear with us. We'll be contacting many of you in June or July to arrange for delivery of your coin-medals in August.)

Your cooperation in this matter will be very much appreciated.

We have not received any profit from the hundreds of "Positive Victory" coin-medals which were paid for while Lange was handling (and, as it turned out, stealing) moneys for this account. We also have lost literally hundreds of hours of valuable time just on this product alone, compiling careful records so that we can deliver these coin-medals.

It's the loss of the time that hurts the most, for that can never be recovered.

Speaking of our products, let me remind you of just some of the products which we have put into the market since 1978, July, when subscriptions to courses and books were first made available under the trusts.

Galambos has presented at least 63 new live courses. This does not include any courses presented on tape nor does it include any of the three courses in the Open-End Course series with a total of 20 lectures presented live each year.

Galambos has conceived and produced two coin-medals, the Joseph B. Galambos commemorative coin-medal and the "Positive Victory" coin-medal.

Galambos has conceived, produced, and published eight major and unique philatelic cachets, each of which is a mini-education in itself.

Galambos has written and published two monographs, the second of which he wrote within a few days of his coming home from the hospital, following his coronary thrombosis.

Volume I of Book 1, Book 2, Book 5, and Book 7 were being readied for publication when Galambos had a coronary thrombosis last year. We were slowed down, but we are continuing as rapidly as is consistent with the kind of quality achievement you have come to expect (and, I suspect, have come to take for granted) from Galambos.

As you look over the preceding five paragraphs, bear in mind that moneys paid on or before 1984, June 30, for FEI courses scheduled for later presentation, were stolen by Lange (whether they were paid into the course trust or paid to FEI directly). This means that we have personally funded, without any profit, all FEI courses for which tuitions were paid prior to 1984, June 30.

We urge you to provide us with your most current address, and, if you have a change of address, please do let us know. As the books are published, we want to make delivery as quickly as possible. We cannot take the time to track down customers for whom we do not have a "good" address. (The book contract specifically states that we will not do this.) Our previous letters to many of you have come back from the post office undelivered. We are sending this letter to the last address which we have for you.

As the books are published, we will advise you by letter. If the letter is returned to us by the post office as being undeliverable, we will put your book(s) in storage at your expense. We will not attempt to deliver books to an address that we have been advised is incorrect. Please keep in mind that, after seven years, we are obligated to turn over the

property to the State of California in something called "escheat".

In the event that our records show that you have an outstanding balance on your book subscription account and you are certain that you are paid in full, we will request that you provide us with copies of all cancelled checks and/or receipts for your book payments so that we can resolve the disparity as quickly as possible before any books are delivered to you.

We call your attention to the fact that all books will be shipped to subscribers at the subscribers' expense. You may prefer -- and you are certainly welcome -- to pick up your books at any live class we present, provided you make an advance appointment to come at least one hour before the class begins. If you are a V-201 graduate in good standing, you are welcome to enroll in the then-current class. Our live lectures are currently being presented in the Holiday Inn in Montebello next to the Santa Ana Taxway at the Slauson Avenue exit.

In the meantime, this letter has been "sandwiched in" amid production of some of the most important (V-201 definition --remember) products the world has ever known.

Without the implementation of primary property theory and volitional science, the future of our civilization (not even speaking of our species) is rather bleak. Without these concepts, those of you who have children or ever expect to have children will have brought them into the world for nothing. (It could well be that civilization as we know it does not have remaining to it the length of time of another generation. Or do you really believe that international or home-grown terrorism will produce a stabilized durable civilization?)

Those of you who do not have posterity, nevertheless, have a life of your own to live and values of your own to leave as a recognition of your having lived.

Most of us are not cosmological innovators. A few of us have been privileged to learn from one.

But no matter what the level of your comprehension may be, each of you has the opportunity -- by virtue of the concepts you have learned from Galambos -- to leave the world a better place than you found it.

I urge you most sincerely: Don't blow that opportunity. You won't have another. Look around you. There is nothing else on the horizon that can have the kind of positive effect on civilization that Professor Galambos's theories can have.

Sincerely yours

Suzanne J. Galambos
Suzanne J. Galambos

*Kind personal regards,
Suzanne*

1988, March 15

THE UNIVERSAL SCIENTIFIC PUBLICATIONS COMPANY, INC.

1991, November 15

Mr. Frederic G. Marks

Dear Fred,

I am pleased to inform you we have received MORE LASTING THAN BRONZE ("Book 5" on the TUSPCO subscription list) in our Los Angeles offices. This volume is now ready for delivery to our subscribers as well as to new purchasers. Please refer to the enclosed green sheet (stapled to this letter) for information you will want to have concerning delivery of this title. If you would like to pick up your copy(ies) in person, you certainly are welcome to do so either at a regularly scheduled graduate-level class or at our next open house on 1992, March 15, Sunday, at the Radisson Hotel - City of Commerce (Downey Room - second floor)

We appreciate your patience in waiting for this, our first hardcover book.

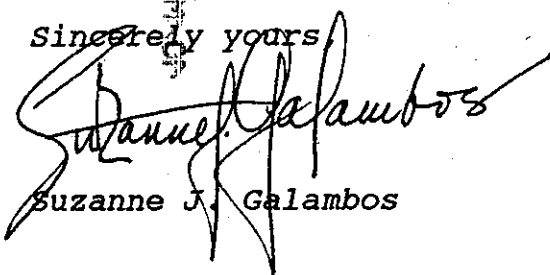
You may recall that MORE LASTING THAN BRONZE is the volume which commemorates the centennial of Joseph B. Galambos' birth and that it was announced as our first hardcover volume (which it is) and that it would precede all of our other hardcover publications (which it does).

And now for BOOK I, for which I know all of you have been waiting. You may recall that, when I wrote you about Lange's embezzlement of the trust moneys and the delays in writing and publishing attendant thereto, I indicated that we would utilize the option in our subscription agreement with you that permits us to bring out BOOK I in several volumes.

The first volume is being edited for publication at this time, and is projected for publication during the second quarter of 1993. The second and third volumes are projected for publication at approximately twenty-month intervals thereafter.

I daresay that some of you would like to have more frequent progress reports, but please bear in mind that, every time I stop to prepare a progress report and send it out to all of our subscribers, this cuts drastically into the time needed for writing and editing -- an interruption which, in the long term will satisfy no one. I trust this clarifies the matter.

Sincerely yours


Suzanne J. Galambos

EXH - 2

Suzanne J. Galambos
Post Office Box 4307 / Orange, California 92613
Phone: (213) 723-1776

1992, June 16

Mr. and Mrs. Frederic G. Marks
10581 Butterfield Road
Los Angeles, California 90064

Dear Fred and Nancy,

I am sorry to tell you that Professor Galambos has become a victim of what has been diagnosed tentatively as Alzheimer's disease. As you know, there is no cure, indeed, no treatment for this disease which is no respecter of intellect or achievement. (A definitive diagnosis only can be made posthumously.)

In the later stages of this illness, an individual needs almost constant supervision and care, which is why you have not heard from me as often as you might have liked.

However, despite this circumstance, we published our first hardcover book, MORE LASTING THAN BRONZE, in 1991. We also published the remaining seven issues of THRUST FOR FREEDOM both in their original single-sheet format and in a convenient booklet format containing all twelve essays. We already have a request to translate MORE LASTING THAN BRONZE into Swedish and, just recently, a request to translate THRUST FOR FREEDOM into Russian for distribution in Russia.

We published THRUST FOR FREEDOM in booklet form in commemoration of FEI's 30th anniversary as well as the 30th anniversary of the integration of volitional science, both of which took place in 1991.

(We have been contacting our subscribers as rapidly as possible to let them know which products are coming on line. If you have MORE LASTING THAN BRONZE and/or THRUST FOR FREEDOM on order, but have not yet heard from us, it may be that we do not have a current address for you, and we shall appreciate your getting in touch with us. By way of expressing my appreciation for your patience, I have arranged to have "Positive Victory" coin-medals included with your shipment, based upon the dollar amount of your pre-1985 subscription.)

I am editing BOOK I from the transcriptions of the Professor's V-50 and V-201 tapes, and I expect to bring out the first volume of this multi-volume opus either by the end of 1993 or early in 1994. [This is later than I announced at the 30th anniversary program, but frankly even my pessimistic budgeting could not have anticipated the rapid deterioration of my Husband's health.]

EXH-3

The other volumes of BOOK I should follow at approximately 20-month intervals thereafter. I am also currently working on BOOK IV (the history of Galambos' ideas, of FEI, and a biography of AJG). Optimally, I would like to have this ready for publication shortly after the publication of the final volume of BOOK I. Other books on the pre-publication subscription trust will be published as quickly as possible.

I am also looking ahead to the publication in printed form of Galambos' physics course, which I am sure many of you will enjoy having.

Meanwhile, V-50T, V-201T, and some of the graduate courses are available.

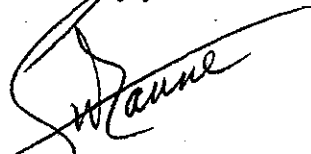
We will have a special weekend presentation on July 25 and 26 of two short courses which have never been offered since their "live" presentation in New Orleans in 1983.

Even though I have taken every course Galambos has ever taught (and some of you have, too), whenever I repeat a course, there is always some nuance that I can add to my knowledge.

None of us will ever hear Galambos lecture "live" again, but there still is a great deal that we can learn from him, whether it is from his spoken lectures or the books derived therefrom.

I look forward to the privilege as well as the pleasure of putting Galambos' books into the marketplace.

Sincerely yours,



Suzanne J. Galambos

10/10/83

THE UNIVERSAL SCIENTIFIC PUBLICATIONS COMPANY, INC.

Post Office Box 4307 / Orange, California 92613 / Phone: (213) 723-1776

1996, March 8

Mr. and Mrs. Fredrick G. Marks
10581 ~~Batterfield Road~~
Los Angeles, California 90064

Dear Mr. and Mrs. Marks:

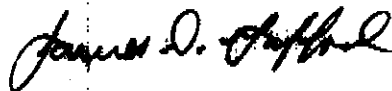
I have the sad duty to announce the death of Mrs. Suzanne J. Galambos. Mrs. Galambos died in her home on the morning of 1996, February 14, of complications from metastatic cancer, a battle against which she had been waging since not long before her public announcement in July of 1995 that she had been diagnosed with cancer.

Despite this sad announcement, the purpose of this letter is to reassure those persons who have purchased copies of Book I (that is, the published version of Professor Andrew Galambos' principal work) that despite the loss of Mrs. Galambos, the work she so firmly set herself toward completing will continue without losing a step! In her 1995, July announcement, Mrs. Galambos explicitly stated her determination to see her husband's book published before she took her last breath. Knowing full well that determination alone might not (and in fact, did not) prove sufficient, she also made careful provisions (as her husband had before her) for her work to be carried forward and completed in her absence. This letter is my first act in fulfilling the promises I made to her in this regard.

As of this writing, the editing work is nearly complete on Volume One of Professor Galambos' book. Typesetting and other pre-production activities have commenced. Mrs. Galambos had planned not to announce a publication date for Volume One until we literally had the finished books in our hands. However, because of her untimely death, and in the interest of reassuring the market that we are not simply making another empty-sounding promise, the co-editors who worked with Mrs. Galambos in preparing her husband's manuscript and I have agreed to announce that we will publish Volume One on 1996, October 4, and we will commence delivery of Volume One on 1996, October 19.

I will be writing to you again later in the year to announce the details concerning how we will make delivery of your copies of Volume One. In the meantime, I know that many subscribers may wonder, "What can I do to help?" The best answer I can give is to request that you simply remain patient for a short time longer, while we conclude the work that remains to be finished. I know that most of you have waited a very long time for this, and I am confident you will find the result to have been worth the wait.

With sadness at the loss of one of the two finest friends I ever had, but with confidence and determination to carry on both her and her husband's work, I am sincerely yours,



James D. Gafford
President

P.S. In the event your mailing address has changed recently, or if it changes prior to the above publication date, please be certain you notify us of your new mailing address at the address shown on the letterhead — Thank you!

EX-4

THE UNIVERSAL SCIENTIFIC PUBLICATIONS COMPANY, INC.

Post Office Box 4307

Orange, California, 92863

Phone: (213) 723-1776 (Voice and Fax)

1996, September 28

Mr. and Mrs. Frederic G. Marks
10581 Betterfield Road
Los Angeles, California 90064

Dear Mr. and Mrs. Marks:

In March of this year, I wrote you concerning two things—Mrs. Galambos' death, and the continuing work toward the long-awaited publication of Professor Galambos' principal work. The purpose of this letter is to bring you up to date on the progress of the latter.

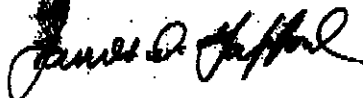
In my previous letter, I stated that we planned to have Book I, Volume One printed and in our hands by October 4 of this year, with deliveries to commence on October 19. The extent of the work involved has rendered that expectation optimistic. Although we are not as far along as we had then forecasted we would be, progress has been, and continues to be, steady. Until the task is completed, TUSPCCO's single priority is to finish publishing Book I.

As you may be aware, the content of Book I, Volume One will be principally that of course V-50. To date, editing of the lecture content of Volume One has been completed, and a great deal of work has gone into completing an extensive set of reference notes. The draft versions of the printed graphics (shown as slides in the course) are complete. What remains is completion of the draft proofreading, insertion of corrections, preparation and proofreading of the appendices and the index, and proofreading of the final, corrected copy. The content of the remaining volumes of Book I will be that of course V-201, with some supplemental material included. Production work on the remaining volumes will commence as soon as Volume One is delivered.

I state with no equivocation whatsoever that the next time you hear from me under the TUSPCCO banner, it will be to advise you of the availability of Volume One for delivery. I do not plan to make that announcement until the final typesetting has been delivered to the printer/binder, since at that point, we will be able to project an accurate delivery date. When I do contact you, I will include a form whereby you may advise us of your delivery preference (either to pick up your copy[ies] in person, or to have us ship them to you). This will make it possible for us to have all of the delivery and pick-up arrangements in place by the time we have received and inspected the finished books.

Again, I must ask for your continued patience and forbearance, knowing and appreciating, full well how far it has already been extended.

With steadfast determination and bright expectations for a remarkable future,
I remain sincerely yours,



James D. Gafford
President

P.S. Once again, should you have a change of mailing address, please be certain to apprise us of same at the address shown above. Also, please note that we have a new zip code. Thank you!

THE UNIVERSAL SCIENTIFIC PUBLICATIONS COMPANY, INC.™

Post Office Box 181247
Coronado, California 92178-1247

Tele/Fax: 619/435-6270

1998, May 18

Dear FEI Customer:

This letter constitutes an update regarding the progress of publication and market developments concerning the primary achievements of Prof. Andrew J. Galambos.

TRUSTEES

We are Wayne Joyner and Charles Hayes, the Trustees of the Andrew J. & Suzanne J. Galambos Natural Estates Trust. In that capacity, we have sought to settle those fiduciary and operational obligations which remain outstanding since the death of the Professor on 1997, April 10.

BACKGROUND

Wayne Joyner is an attorney in Los Angeles and came into the market in 1969. He has represented the Galambos' in various legal matters, most notably the Lange theft, since 1985. Charles W. Hayes is a certified public accountant in Coronado and came into the market in 1972. He has been the Galambos' CPA since 1979. For both Joyner and Hayes, their personal obligations and deep affection for Prof. & Mrs. Galambos go far beyond their professional services.

PURPOSE OF THIS LETTER

We wish to inform you about activities of *TUSPCO*, the publishing arm of *The Free Enterprise Institute*. We are aware that many in the market have patiently waited ten, twenty, even thirty years or more for the publication of Prof. Galambos' primary property. The Trustees have inherited both the problems and expectations attendant to such an endeavor. We take our responsibility very seriously and are dedicated to meeting those expectations.

WE ARE ABSOLUTELY COMMITTED TO PUBLISH BOOK ONE AND OTHER PROPERTIES OF PROF. GALAMBOS AND WE ARE TAKING ACTION TO ACHIEVE THIS GOAL AS EXPEDITIOUSLY AS POSSIBLE.

Funding is in place to publish Book One. Further, we are taking steps to archive the secondary property and personal effects of Prof. & Mrs. Galambos. We intend to transform their home into a permanent museum, which would be reflective of the Professor's stable and durable primary achievements. We are also taking steps to secure and stabilize the secondary storage media (tapes, slides, notes and manuscripts) containing his spoken and written words. We will use the finest technology now available to preserve this material for posterity.

REGARDING RECENT DEVELOPMENTS

Just before the death of Mrs. Galambos, the production of Book One was given to James Gafford. Mr. Gafford resigned before completing the job. *TUSPCO* then contracted with Mr. William W. Martin to edit Book One. For various reasons, the contract was terminated and Mr. Martin will not be involved with Book One in the future. These two events have caused the publication of Book One to be temporarily delayed.

THE "LIVING" SIGNATURES

It has been the expectation of many graduates of *The Free Enterprise Institute* that someday they would be the proud owners of an autographed copy of Book One – a copy personally signed by Andrew J. Galambos. This hope and dream seemingly ended with his death.

We are pleased, however, to inform you that steps are being taken to insure that an actual autographed signature – **NOT a facsimile** – by Andrew J. Galambos will be included in every copy of Volume One of Book One.

You may well ask, "How is this possible?"

The Trustees are fortunate enough to have original, "living" signatures of the Professor contained on canceled checks. We are planning to permanently include one such original, "living" signature with every copy of the First Edition.

1072

EXH-5

It is our hope that this "living" signature will add to the ideological significance and primary value of Book One, and uniquely individualize every physical copy of this First Edition.

NOTICE TO PRE-SUBSCRIBERS

As Trustees, it is our pleasure to extend the following explicit invitation to Pre-Subscribers of Book One:

If you have received an enclosed Special Form for Pre-Subscribers with this mailing, then your name is contained in our records as a Pre-Subscriber to Book One.

The following is at the suggestion of and is explained by Mr. Evan Soulé: Antiquarian book lovers are probably aware of an established and honorable tradition – especially with respect to early scientific books published in the 17th and 18th centuries. During that time, many published books were pre-sold by subscription. For example, in 1728, Henry Pemberton published a magnificent book entitled, "A view of Sir Isaac Newton's Philosophy." This book represented one of the first "popularizations" of the Newton Philosophy. Contained in the front portion of this historic book is an alphabetical listing of the Pre-Subscribers. The individuals so listed thus became a permanent part of history for their role in helping produce a book that enabled others to comprehend the significance of Isaac Newton's primary achievements.

In keeping with this honorable and historic tradition, the Trustees wish to extend the following offer to Pre-Subscribers to Book One:


WE INVITE YOU – AS PRE-SUBSCRIBERS TO BOOK ONE – TO BECOME A PERMANENT PART OF HISTORY AND HAVE YOUR NAMES LISTED IN A SPECIAL SECTION OF THE BOOK.

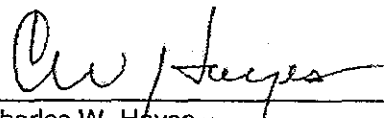
In addition to rekindling an historic tradition, we offer this to you in gratitude for your advance (and very patient) market support of the primary property of Prof. Galambos, and to provide you with partial primary restitution for your long wait for the intellectual products (in book form).

The Special Form of Pre-Subscribers to Book One is included with this letter. We ask that you complete the Special Form according to the instructions on the obverse side and return it to the address shown on the letterhead.

Again, the problems in publishing Book One have all been overcome with only temporary delays. You can be assured that Book One will be published. We anticipate distribution of Volume 1 of Book One sometime during the Fall, 1998.

Sincerely,


Wayne Joyner


Charles W. Hayes

Trustees

The Andrew J. & Suzanne J. Galambos
Natural Estates Trust

11/11/98

p 2 1998 May 18

THE UNIVERSAL SCIENTIFIC PUBLICATIONS COMPANY, INC.™

Post Office Box 181247
Coronado, California 92178-1247

Telephone/
Facsimile: 619/435-6270

1998, June 29

Dear FEI Customer:

This letter constitutes the second update regarding the progress of publication and market developments concerning the primary achievements of Prof. Andrew J. Galambos.

Response to our announcement of 1998, May 8 has been most gratifying. Many, including non-subscribers, have expressed significant interest in purchasing additional copies of Book One. Because of this response, we wish to extend the deadline for registering for the *Book One Pre-Subscribers List* to 1998, July 31 and make this special offer:

1. The First Edition of Book One, pre-numbered and with a signature by Prof. Galambos and with the Pre-Subscribers List, is limited to 2,000 copies. Of the 500 remaining copies available for sale, 200 (and only 200) are being released for pre-publication sale at this time.
2. Any persons ordering copies by 1998, July 31 shall have their names and book numbers included on the Pre-Subscribers List. *The order must be accompanied by full payment either by check and/or credit card.*
3. Except for reserved amounts disclosed under Line 5 below, prices for additional copies are as follows:
 - a) The first 50 copies will be sold at \$2,000 each.
 - b) The next 50 copies will be sold at \$2,250 each.
 - c) The next 50 copies will be sold at \$2,500 each.
 - d) The final 50 copies will be sold at \$2,750 each.
4. Orders shall be filled on a first-come, first-served basis, in the chronological sequence received either by facsimile, the U.S. Post Office, or any other carrier, and accompanied by full payment.
5. Certain numbers are permanently reserved by the Trust for ideological reasons. Special numbers are, however, available for \$3,000 each, as follows:

a. 1492 Columbus discovers the Americas	j. 1632 John Locke born
b. 1612 Copernicus' "Commentariolus" published	Baruch Spinoza born
c. 1544 Tycho Brahe born	k. 1642 Isaac Newton born
d. 1648 Giordano Bruno born	Galileo's death
e. 1564 Galileo born	l. 1656 Edmund Halley born
f. 1671 Kepler born	m. 1685 Newton invents calculus
g. 1584 Bruno imprisoned by Vatican	n. 1668 Newton constructs reflecting telescope
h. 1600 Bruno burned at stake	o. 1687 Newton's "Philosophiæ naturalis principia mathematica" is published
i. 1608 Galileo uses telescope	p. 1705 Halley predicts return of comet
Brahe and Kepler work together	r. 1737 Thomas Paine born
6. Remittances shall be deposited into a specially segregated account and removed pro-rata only as each volume is delivered or deliverable.
7. Please remit the total amount (including applicable sales tax) with your order. Any overpayment will be refunded immediately after your number(s) are identified.

Note: California residents must add 7.75% sales tax on all orders.

Additional instructions of the offer continue on the reverse side.

7/1/98

EXH - 6

(Continuation of offer)

8. Should you desire alternate choices, please copy this form or use a facsimile for such choices or combinations. *Your remittance should reflect the total amount of your ideal combination of choices (including sales tax if applicable).* Once your choices have been finalized, any overpayment will be refunded immediately.
9. **Important** - Complete the accompanying Special Form for Pre-Subscribers to Book One to indicate how your name should appear in the Pre-Subscribers List.

Please print or type with black ink.

Quantity	Description	Maximum Amount Ea.	Total
	Limited Edition of Book One		
	Limited Edition Book One No. _____	\$ 3,000	
	Additional selections - attach schedule	\$	
<input type="checkbox"/>	Check	Subtotal	
<input type="checkbox"/>	Visa	Sales tax - California residents add 7.75%	
<input type="checkbox"/>	Mastercard	Grand total	

Name on card: _____
 Credit card number: _____
 Card expires: _____

Please indicate alternate choices here:

Be sure to complete the Special Form for Pre-Subscribers to Book One and return it with this order form.

Do not hesitate to call us with any questions

THE UNIVERSAL SCIENTIFIC PUBLICATIONS COMPANY, INC.™

Post Office Box 181247
Coronado, California 92178-1247

Telephone/
Facsimile: 619/435-6270

1998, July 17

Dear FEI Customer:

This letter constitutes the third update regarding the progress of publication and market developments concerning the primary achievements of Professor Andrew J. Galambos.

TUSPCO Matters

For Pre-Subscribers, your purchase of Book One is for the limited *Deluxe First Edition* of 2,000 pre-numbered copies. It shall consist of four or, perhaps, five volumes – upwards of four thousand pages.

Volume 1 contains the V-50 lectures and three workshops, V-50X, and the Joe Pyne Interview. Also included in this volume are the Professor's live signature and the Pre-Subscribers List. Incidentally, it may interest you to know that Mrs. Cheryl Croxall Spehar, the ideological daughter of Professor Galambos, writes that the Professor told her personally of his intention to include a pre-subscribers list in Book One, "to show his gratitude for those who made a firm commitment and put their money where their mouth was . . ." Delivery of Volume 1, in any event, is scheduled for the late fall.

Volumes 2 through 4 (or 5) consist of the V-201 lectures and three workshops, and are being compiled by a separate group of editors. Each volume shall be delivered as it comes off the press.

Important Note: Volume 1 is expected to go to the typesetter in the middle of August. If you wish your name included in the Pre-Subscribers List, we must receive your Special Form by July 31st.

When the final volume is printed, a softbound edition will be published. At present, an edition of 2,000 copies is planned and will increase as the market demands. Pricing and other details will follow.

Many of you will remember Mr. Jonathan Wilkinson who ran the CCI Bookshelf and other retail operations of the Company. We are most pleased to announce his signing on full-time to run TUSPCO. His immediate tasks are organizing the inventories and producing a catalog. Concurrently, he shall be developing our web site.

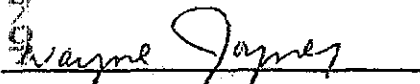
And finally, we are especially delighted to inform you that selection of the next book release has been made. We would like to tell you that its identification was ours: alas, we cannot – it was the Professor's. In the course of organizing papers for various tax and legal matters, a memorandum by the Professor dated 1985, June 6 was uncovered which suggested the title, specific topics, and its publication schedule to follow on Book One.

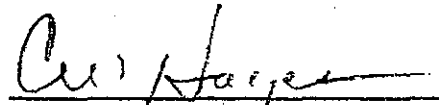
FEI Matters

A group of Graduates – some going back to the earliest years of the Institute – have undertaken to organize and catalog the course tapes. One set of master tapes is being placed in a climate-controlled, secured storage facility. A second set of masters is being prepared for digitized duplication on more durable media; we are consulting with two engineers to that end. This archiving is most critical as the tapes are deteriorating by the minute.

Another piece of positive news is the rekindling interest in the V-50 tape courses. As previously announced, Mr. Franklin Moore has presentations in Laguna Beach and Santa Monica. Dr. R. Andrew Girardot has just advised us of an upcoming presentation for the Denver area – information to follow.

Sincerely,


Wayne Joyner


Charles W. Hayes

Trustees

The Andrew J. & Suzanne J. Galambos
Natural Estates Trust

EXH-17

THE UNIVERSAL SCIENTIFIC PUBLICATIONS COMPANY, INC.™

Post Office Box 181247
Coronado, California 92178-1247

Telephone/
Facsimile: 619/435-6270

1999, March 12

Dear FEI Customer:

TUSPCO Matters - Important Announcement

Our last update stated that delivery of Volume One was scheduled for late Fall, 1998. Obviously, that did not occur.

There is good news though - save **Saturday 1999, April 17** on your calendar. You are invited to an open house celebration that is being planned at which Pre-Subscribers and others may pick up copies of Volume One. Many of the editors and other associates of the Institute will be present. There will be a short celebratory program somewhere between 2:00 and 3:00p.m.

We look forward to seeing you **and your guests**, and to reviving old friendships. To properly plan for the event, we would like to have some idea of how many will attend. The open house will be held from 11:00a.m. to 5:00p.m. at Stevens Steak and Seafood House, 5332 Stevens Place, City of Commerce, California 90040. (Directions on reverse) Please use the accompanying form to advise us of your plans or call/FAX us at the above number. We cannot guarantee that your book will be available at the open house if you do not respond.

Additional copies of the **Deluxe First Edition** will be available for purchase as well as the soft-bound Second Edition (limited to 2,500 copies). We will also have an array of books, cachets, coin medals and other FEI products available. Significant discounts are available for ordering now using the attached order form.

Note: Copies not picked up will be mailed to Pre-Subscribers over the ensuing few weeks.

Website

Our website will soon be operational. Please plan to visit it at: <http://www.tuspc.com>.

FEI Matters

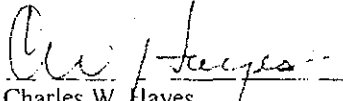
Over 6,000 lecture tapes have been identified and organized with a set of masters placed in climate-controlled storage. The tapes have been randomly tested and even the oldest remain in good condition. We wish to congratulate Mr. John B. Geiser, Mr. Stephen E. Gowan, Mr. Stuart L. Smith, Mr. James D. Turner and Mrs. Patricia Turner for their achievement.

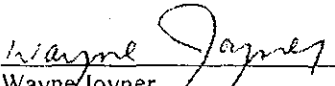
Trust Matters

Professor and Mrs. Galambos established a Natural Estate Trust to hold their assets. The original trust provided that Wayne Joyner would be the successor trustee to Mrs. Galambos, and Mr. William W. Martin would be successor trustee to Wayne Joyner. Mrs. Galambos later, through the use of Professor Galambos' power-of-attorney, amended the trust to provide that Wayne Joyner and Charles Hayes succeed her as co-trustees. Mr. Martin was not named as successor trustee in the amendment.

On 1998, September 2 Mr. Martin filed suit: 1) to have the amendment declared invalid and the original trust terms reinstated; 2) for an accounting to be provided him by the trust; and 3) for his attorney fees and costs to be paid by the trust. California probate law provides that, to be valid, language must appear in both the trust document and the power-of-attorney permitting the amendment. The power-of-attorney provided for such amendments. The trust document did not. In court, the co-trustees conceded that the amendment did not comply with California probate law. Mr. Martin's other demands were denied by the judge.

As a result of this, Wayne Joyner remains as the sole trustee and Mr. Martin as his successor. Charles Hayes remains as accountant for the trust and president of The Universal Corporation and its subsidiary The Universal Scientific Publications Company, Inc.


Charles W. Hayes
President, TUSPCO


Wayne Joyner
Secretary, TUSPCO

THE UNIVERSAL SCIENTIFIC PUBLICATIONS COMPANY, INC.™

Post Office Box 181247
Coronado, California 92178-1247

Telephone/
Facsimile: 619/435-6270

1999, April 1

Dear FEI Customer:

Reminder

We wrote you 1999, March 12 about the upcoming open house to distribute (and celebrate the publication of) the long awaited Book One, Volume One by Dr. Andrew J. Galambos. The open house will be held on Saturday 1999, April 17 from 11:00 a.m. to 5:00p.m. at Stevens Steak and Seafood House, 5332 Stevens Place, City of Commerce, California 90040. There will be a short celebratory program somewhere between 2:00 and 3:00p.m..

In that letter we included a form for you to let us know whether or not you will be attending. We will be bringing pre-subscribed first editions to the open house only for those individuals who indicated they would be attending. Books will be mailed to pre-subscribers who cannot attend and who have provided a current address.

All FEI graduates are invited. Since our address list is not current for some graduates, feel free to contact your FEI friends and let them know of the event.

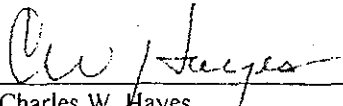
Please use the form from the March mailing to advise us of your plans or call/FAX us at the above number. We do not guarantee that your book(s) will be available at the open house if you do not respond. You may also order additional copies of both the first and second editions of Book One on the same form. If you receive this letter but did not receive the letter of March 12th, please call us at the above number and we will fax you another copy of that correspondence.

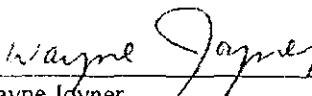
Remember, what will be distributed at the open house is Book One, Volume One (V-50 lectures) - both the hard-bound first edition and the soft-bound second edition. The remainder of the volumes (V-201) will be distributed as each volume is completed. There will also be an array of books, cachets, coin medals and other FEI products available.

The response to the announcement of the publication of Book One, Volume One has been significant. Many are bringing guests and you are invited to do the same. Please indicate on the form that you are bringing guests and the total number in your party.

We look forward to seeing old friends and acquaintances, to celebrating the occasion and to continuing Dr. Galambos' work in building a moral and durable society.

Sincerely,


Charles W. Hayes
President, TUSPCO


Wayne Joyner
Secretary, TUSPCO

EXH-8

The following is from www.tuspc.com

The Universal Scientific Publications Company, Inc.[®]

The CCI Bookshelf

The Free Enterprise Institute[®]

What is Volitional Science?

Home.

FEI

TUSPCO.

CCI Bookshelf

Mail Order form

Contact us.

publications
cachets
coin medals
portrait

Welcome to The Universal Scientific Publications Company, The CCI Bookshelf, and The Free Enterprise Institute. TUSPCO and CCIB are the publishing and retail divisions, respectively, of The Universal Corporation, the corporate vehicle through which Andrew J. Galambos sought to promulgate his revolutionary Theories of Volition and Primary Property, thereby build a stabilized, durable civilization. The Free Enterprise Institute was Galambos' private, profit-seeking school, was the original means by which he began his disclosures to the public. Audio-tapes of some of his lectures are currently available from FEI.

Galambos' Theory of Volition designs a societal structure based upon precise definitions, simple and demonstrable postulates, rigorous logic, the quest to maximize freedom, and an allowance for the wide variety in human desires and aspirations. The result is not the inadequate private enterprise ballyhooed by every local Chamber of Commerce, but a new capitalism, Capitalism III as Galambos called it. For the first time in history, a true scientist, with a background in astrophysics and mathematics, applies the methods of science to human interaction, and succeeds. Originally disclosed in his lecture series, V-50, this is the topic of Volume One of Galambos' Book One, *Sic Itur Ad Astra*.

The major reason for the heretofore inadequacies of private enterprise was lack of appeal for mankind's most important individual, the cosmological innovator. Albert Einstein was not "in it" for the money. Indeed, private enterprisers have never even recognized that knowledge and ideas are a form of property. Andrew Galambos rectifies this with his Theory of Primary Property. By providing the highest of rewards for intellectual accomplishment, Galambos designs a society in which everyone receives what is due them, not just freedom, but an even higher concept, Justice. Originally disclosed in the lecture series, V-201, this is the topic of the remaining volumes of *Sic Itur Ad Astra*.

5-11-97

EXH-9

Galambos's Book One is not the only product to be found here. All of Galambos' other, earlier publications can be purchased here, as well as products of ideological significance from other publishers. Please browse through them; we think you'll find something of interest.

It should be noted that this internet site is the only such site owned by Andrew Galambos' group of companies, and that permission to reproduce any of Galambos' works has **never** been given to any other site, with the exception of www.bridgetofreedom.com. Such publication by any other constitutes copyright infringement, and those who so publish any of Galambos' books, pamphlets or tracts, in whole or in part, are the grossest hypocrites. They violate his concepts of property and freedom, even as they publish his definitions of those very words.

This is not to say that Tuspcos opposes any mention of Professor Galambos and his ideas. We are, in fact, eager to see his reputation expand as his theories gain acceptance. In this regard, use of brief quotes on internet sites and personal web pages (with proper credit to him, of course) is most welcome. As the depth and breadth of his insight and genius become more widely known, and as more individuals publicly acknowledge their debt to him for the knowledge and other critically important values they have received from him, the day will approach wherein all civilization sees him as these few and fortunate, early customers see him.

[\[Home.\]](#) [\[F E I\]](#) [\[TUSPCO.\]](#) [\[CCI Bookshelf\]](#) [\[Mail Order form\]](#) [\[Contact us.\]](#)

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Sic Itur Ad Astra

Andrew J. Galambos, The Universal Scientific Publications Company, 1999+.,

[What is
Volitional
Science?](#)

[Home.](#)

[F E I](#)

[TUSPCO.](#)

[CCI Bookshelf](#)

[Mail Order form](#)

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[publications](#)
[cachets](#)
[coin medals](#)
[portrait](#)

The Universal Scientific Publications Company proudly announces the release of the first volume of *Sic Itur Ad Astra*, Andrew Joseph Galambos' long awaited Book One. Volume One consists of the edited transcripts of Galambos' revolutionary course, V-50, and bears as its title, the revered and challenging sentence, "This is the way to the stars," first heard by the author as a reward from his beloved father, Joseph Brown-Galambos. Herein will be found the introduction to the Theory of Volition, the first and only successful attempt to utilize the scientific method to design a societal structure within which freedom will be built, peace, prosperity and individual potential are maximized, and human civilization expands out into the stars. Volume One is edited by Peter N. Sisco.

The remaining three or four volumes of *Sic Itur Ad Astra* are in progress and will consist of the edited transcripts of Galambos' most important course, 201, The Nature and Protection of Primary Property. It is this Theory of Primary Property which will correct the inadequacies of the previous versions of capitalism, namely, the injustices suffered by intellectual achievers at the hands of those whose vision consisted only of money or power. And once Justice exists for those intellectual achievers, it will exist for everyone.

Sic Itur Ad Astra - A. J. Galambos' Book One:

Qty:

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1 **DECLARATION OF JEAN MOLLENHAUER IN OPPOSITION TO**
2 **DEFENDANT CHARLES W. HAYES' MOTION FOR SUMMARY JUDGMENT**
3 **FOR, ALTERNATIVELY, SUMMARY ADJUDICATION OF ISSUES**

4 I, JEAN MOLLENHAUER, declare and say:

5 1. I am one of the Plaintiffs in this action. If duly called and sworn as a witness,
6 I could and would competently testify to the following facts which are within my personal
7 knowledge.

8 2. I am a subscriber to the Pre-Publication Subscription Agreement which is the
9 subject of this action. I purchased ten (10) copies of Book 1, for which I paid
10 approximately \$2,700.00, in advance, in 1978 or thereafter.

11 3. Early in 1988, I asked representatives of TUSPCO about a refund of monies
12 I had paid for Book 1.

13 4. Subsequently, I received a letter dated March 28, 1988 upon the letterhead
14 of Wayne Joyner, advising me that TUSPCO's obligation to refund subscribers' money
15 had been voided by the theft from the TUSPCO Trust of subscribers' money which had
16 been paid in advance for the Books.

17 5. Mr. Joyner stated in his letter that TUSPCO was invoking paragraph 6.5(5)
18 of the agreement, which provided that TUSPCO's guarantee of repayment would be void
19 if the trust funds were lost by "coercive force". Mr. Lange's theft of the trust fund,
20 according to Mr. Joyner, relieved TUSPCO of any contractual duty to reimburse subscribers
21 for the loss.

22 6. I am not a lawyer and I accepted Mr. Joyner's interpretation of the contract
23 as correct.

24 7. Mr. Joyner closed his letter with the following statement: "Anyone with
25 gratitude and sensitivity would not request a refund under these circumstances. Although
26 you cannot get your money back, with a little more patience and understanding, you will
27 still get the products you purchased."

28 8. I was persuaded that there was no point in pressing a claim for refund any
further and that I was going to receive, ultimately, the books that I had paid for, which

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were, in my opinion, far more valuable than the money I had paid for them.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ___ day of April, 2007, at San Diego, California.

JEAN MOLLENHAUER

FROM : JGOLDEN

FAX NO. : 13105531337

Apr. 19 2007 03:38PM P3

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were, in my opinion, far more valuable than the money I had paid for them.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 19 day of April, 2007, at San Diego, California.

Jean Mollenhauer

JEAN MOLLENHAUER

4-19-07

4/19/07

1 **DECLARATION OF GREGG ROOTEN IN OPPOSITION TO DEFENDANT**
2 **CHARLES HAYES' MOTION FOR SUMMARY JUDGMENT/SUMMARY**
3 **ADJUDICATION OF ISSUES.**

4 I, GREGG ROOTEN, declare and say:

5 1. I am one of the Plaintiffs in this action. If duly called and sworn as a witness,
6 I could and would competently testify to the following facts which are within my personal
7 knowledge.

8 2. In or about 1978, I signed a Pre-Publication Subscription Agreement with
9 TUSPCO, Inc. for delivery of, among other things, three copies of Book 1, *Sic Itur Ad Astra*.

10 3. In or about June 1992, I wrote a letter to Mr. and Mrs. Andrew J. Galambos
11 requesting a refund of the money I had prepaid for books pursuant to the Pre-Publication
12 Subscription Agreement.

13 4. Subsequently, I received a letter dated June 16, 1992, signed by Suzanne J.
14 Galambos, stating, among other things, that: "I am editing BOOK I from the transcriptions
15 of the Professor's V-50 and V-201 tapes, and I expect to bring out the first volume of this
16 multi-volume opus either by the end of 1993 or early in 1994." She further stated, "The
17 other volumes of BOOK I should follow at approximately 20-months intervals thereafter."
18 Mrs. Galambos closed by stating: "I look forward to the privilege as well as the pleasure
19 of putting Galambos' books into the marketplace."

20 5. On or about June 29, 1992, I received a letter on attorney Wayne Joyner's
21 letterhead advising me that: "BOOK I (consisting of the content of V-50 and V-201) is
22 being edited for printed publication at this time and the first volume (which will consist of
23 V-50) will be ready to go into production soon."

24 6. Subsequently, I received another letter on attorney Joyner's letterhead, dated
25 July 9, 1992, advising me that no refund of Subscriber's funds would be paid because
26 paragraph 6.5(5) of the agreement, the "Coercion Clause" was being invoked by TUSPCO,
27 Inc. on account of the theft of the trust funds by TUSPCO's agent, M.J. Lange.

28 7. I interpreted Mr. Joyner's statements to mean that I was not contractually
entitled to a refund of amounts paid to the TUSPCO Trust because those funds had been

1 stolen. I assumed that Mr. Joyner's interpretation of the contract was correct, since he was
2 the attorney for TUSPCO and Mr. and Mrs. Galambos, whose opinions I respected.

3 8. In closing his letter, Mr. Joyner stated: "With more patience and
4 understanding, you will still receive the products you purchased." In light of Mr. Joyner's
5 assurances, I decided not to press a claim for refund but to instead await publication of Book
6 1.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct.

9 Executed this ___ day of April, 2007, at Anaheim, California.


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12 GREGG ROOTEN
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1 stolen. I assumed that Mr. Joyner's interpretation of the contract was correct, since he was
2 the attorney for TUSPCO and Mr. and Mrs. Galambos, whose opinions I respected.

3 8. In closing his letter, Mr. Joyner stated: "With more patience and
4 understanding, you will still receive the products you purchased." In light of Mr. Joyner's
5 assurances, I decided not to press a claim for refund but to instead await publication of Book
6 1.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct.

9 Executed this 19 day of April, 2007, at Anaheim, California.

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JGOLDEN

1 **DECLARATION OF STUART SMITH IN OPPOSITION TO DEFENDANT**
2 **CHARLES HAYES' MOTION FOR SUMMARY JUDGMENT/ADJUDICATION**

3 I, STUART SMITH, declare and say:

4 1. I am a Plaintiff in this action. If duly called and sworn as a witness, I could
5 and would competently testify to the following facts which are within my personal
6 knowledge.

7 2. I am one of the subscribers to the Pre-Publication Subscription Agreement.
8 I purchased four (4) copies of Book 1 and paid approximately \$1,500.00 for them.

9 3. At the request of Defendants Wayne Joyner and Charles Hayes, I assisted
10 with the distribution of Volume I of *Sic Itur Ad Astra*, consisting of course V-50, to many
11 subscribers to the Pre-Publication Subscription Agreement at an Open House event
12 conducted by Joyner and Hayes on or about April 17, 1999. The atmosphere was one of
13 celebration.

14 4. At the Open House, I was asked to take orders and receive money for
15 additional copies of Book 1, including as yet unprinted volumes which were to contain
16 course V-201. I gladly accepted this responsibility and helped many of the persons who had
17 assembled for delivery of Volume I, to fill out purchase forms for additional copies not only
18 of Volume I, but of the remaining volumes, 2 to 4 or 5, containing course V-201. Mr.
19 Joyner and Mr. Hayes stated that the additional volumes would be forthcoming within a
20 short time.

21 5. I received thousands of dollars from checks and credit cards for new
22 subscriptions to Volume I and turned the money over to TUSPCO's representatives, Mr.
23 Joyner and Mr. Hayes, via Mrs. Linda Hayes.

24 6. Prior to 2004 or 2005, no representative of TUSPCO had ever stated orally or
25 in writing, to my knowledge, an intent not to fulfill TUSPCO's obligations under the
26 agreement by publishing Book 1. On the contrary, prior to 2004 or 2005, I received nothing
27 but assurances that the Defendants intended to deliver the books we had ordered.

28 I declare under penalty of perjury under the laws of the State of California that the

1 foregoing is true and correct.

2 Executed this ___ day of April, 2007, at Orange, California.

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5 STUART SMITH
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foregoing is true and correct.

Executed this 20 day of April, 2007, at Orange, California.

Stuart Smith
STUART SMITH

ENCLOSURE

PROOF OF SERVICE

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is 1900 Avenue of the Stars, Suite 1900, Los Angeles, California 90067.

On April 20, 2007 I served the foregoing document described as **PLAINTIFFS' EVIDENCE IN OPPOSITION TO DEFENDANT CHARLES W. HAYES' MOTION FOR SUMMARY JUDGMENT OR, ALTERNATIVELY, SUMMARY ADJUDICATION OF ISSUES** on the interested parties in this action

X by placing the original X a true copy thereof in sealed envelopes addressed as follows:

Kevin S. Lacey, Esq.
Lacey, Dunn & Do
315 W. Arden Avenue
Suite 11
Glendale, CA 91203

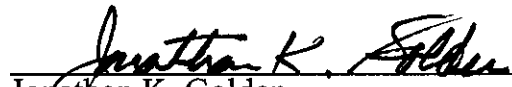
John Godsill, Esq.
Freeman, Freeman & Smiley
3415 Sepulveda Boulevard
Suite 1200
Los Angeles, CA 90034-6060

X **By mail** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on April 20, 2007, at Los Angeles, California.

X STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

 FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Jonathan K. Golden