

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. §1332, in that this case presents a controversy between citizens of different states in which the amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

2. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391.

3. For the reasons alleged particularly below, this Court has personal jurisdiction over defendant National Broadcasting Company and defendant Meade Jorgensen in that defendants have committed torts within the State of Texas. TEX. CIV. PRAC. & REM. CODE § 17.042(2).

PARTIES

4. Plaintiff, World Healing Center Church, Inc., d/b/a Benny Hinn Ministries (hereinafter referred to as “WHCC”), is a religious non-profit corporation organized under the laws of the State of Florida and that has its principal place of business in Tarrant County, State of Texas.

5. Defendant The National Broadcasting Company (hereinafter referred to as “NBC”) is a corporation organized and operating under the laws of a State other than the State of Florida or the State of Texas and that has its principal place of business in the State of New York. Defendant NBC may be served with process at Thirty Rockefeller Plaza, Room 408, New York, New York 10112.

6. Defendant Meade Jorgensen is an adult citizen of the State of New York. Defendant Jorgensen may be served with process at Thirty Rockefeller Plaza, Room 408, New York, New York 10112.

ALLEGATIONS OF FACT COMMON TO ALL CLAIMS

7. Plaintiff, WHCC, is a religious organization preaching the Christian gospel and engaging in missions and charity work across the United States and around the world.

8. Defendant NBC is a for-profit corporation that produces and distributes television programs to a network of affiliated stations around the United States and across the world, including but limited to stations that it owns.

9. Defendant NBC employs defendant Jorgensen as a producer for the television program titled *Dateline: NBC*.

10. All employees of plaintiff, WHCC, are required to execute an Employment Agreement. A complete and accurate photocopy of a typical Employment Agreement is attached to this Complaint as Exhibit 1, and incorporated herein.

11. Article 4 of the Employment Agreement obliges employees of plaintiff, WHCC, among other things, to keep confidential any and all information about operating expenses, banking and accounting matters, administrative operations, records, and other business operations of plaintiff, WHCC, and to keep confidential any and all information about the personal and business activities of employees of plaintiff, WHCC.

12. Article 4 of the Employment Agreement also obliges employees, among other things, not to reproduce or remove from the offices of plaintiff, WHCC, any business records of plaintiff, WHCC, and not to divulge any such records or other information relating to the business activities of plaintiff, WHCC, and its employees to any other entity or person without the express written permission of plaintiff, WHCC.

13. At some point in 2002, defendant NBC and defendant Jorgensen, jointly and severally, informed plaintiff, WHCC, that they had begun to prepare a television program about plaintiff, WHCC.

14. In January 2005, defendant NBC and defendant Jorgensen informed agents of plaintiff, WHCC, that defendant NBC and defendant Jorgensen, jointly and severally, had in their possession documents pertaining to plaintiff, WHCC, that they would make available for inspection by representatives of plaintiff, WHCC. Neither defendant NBC nor defendant Jorgensen specified what these documents were or what they contained.

15. Counsel for plaintiff, WHCC, then informed defendant NBC and defendant Jorgensen of the following: that plaintiff, WHCC, had no way of knowing exactly what documents defendant NBC and defendant Jorgensen claimed to have; that if these materials included original plaintiff, WHCC, records, belonging to plaintiff, WHCC, plaintiff, WHCC, had not authorized any original records to be distributed to anyone, including but not limited to anyone employed by defendant NBC; and that if defendant NBC, defendant Jorgensen, or any agent or employee of defendant NBC had possession of such records, such original records had been stolen from plaintiff, WHCC.

16. In that same letter, plaintiff, WHCC, then demanded that defendant NBC and defendant Jorgensen return to plaintiff, WHCC, any original materials, plus all summaries and copies thereof; and that neither defendant NBC nor defendant Jorgensen use any information gathered from such materials in any way.

17. Shortly thereafter, defendant Jorgensen informed an agent of plaintiff, WHCC, that defendant NBC and defendant Jorgensen did indeed possess original documents belonging to plaintiff, WHCC, and to Pastor Benny Hinn, and that defendants would return those

originals to plaintiff, WHCC, only if some recognizable representative of plaintiff, WHCC, personally appeared at offices of defendant NBC to retrieve them.

18. At that same time, defendant Jorgensen also informed an agent of plaintiff, WHCC, that defendant NBC and defendant Jorgensen would retain copies of these original documents and intended to use such copies and the information contained therein in connection with a future broadcast of *Dateline: NBC*.

19. In response, counsel for plaintiff, WHCC, once again demanded that defendant NBC and defendant Jorgensen immediately return all original materials belonging to plaintiff, WHCC, and copies and summaries thereof and that they make no use of any information derived therefrom.

20. In reply, defendant NBC and defendant Jorgensen, through a lawyer, wrote to counsel for plaintiff, WHCC, and stated that defendant NBC and defendant Jorgensen would return the originals of the materials in their possession to plaintiff, WHCC, but would retain copies of these materials and believed themselves free to use these copies and information derived from the originals in any way. A complete and accurate photocopy of this letter from counsel for defendant NBC and defendant Jorgensen is attached to this Complaint as Exhibit 2 and incorporated herein.

21. Plaintiff, WHCC, subsequently obtained the originals of the materials in the possession of defendant NBC and defendant Jorgensen. These originals were delivered to agents of plaintiff, WHCC, in two (2) black three-ring binders.

22. The examination of the materials obtained from defendant NBC and defendant Jorgensen revealed that the two black binders contained originals of various credit card statements, bank statements, check records, expense account reports, and other financial

records relating to various employees of plaintiff, WHCC, and relating to the employment activities of these persons.

23. All of the material in the two black binders was original records of plaintiff, WHCC, that were missing from the records of plaintiff, WHCC.

24. The materials contained in the two black binders are all covered by the restrictions contained in Article 4 of the Employment Agreement between plaintiff, WHCC, and its employees.

25. At no time did plaintiff, WHCC, authorize anyone to remove the materials that later were in the possession of defendant NBC and defendant Jorgensen from plaintiff, WHCC; to make copies of such materials; to make summaries of such materials; to divulge to any other person or entity the contents of such materials; or to divulge to third parties information obtained during employment by plaintiff, WHCC.

26. At no time did plaintiff, WHCC, authorize defendant NBC or defendant Jorgensen to obtain, retain, review, possess, copy, summarize, or otherwise use in any way any of the materials that were returned to plaintiff, WHCC, by defendant NBC and defendant Jorgensen, as alleged in this Complaint.

27. At all times relevant to the averments of this Complaint, plaintiff, WHCC, had the right to immediate possession of the property at issue.

28. At all times relevant to the averments of this Complaint, defendant NBC and defendant Jorgensen, jointly and severally, have failed, refused, or neglected to return the property at issue.

29. The acts and omissions of defendant NBC and defendant Jorgensen, jointly and severally, as alleged in this Complaint have caused substantial damages to plaintiff,

WHCC, in an amount that cannot accurately be measured by monetary damages, but which exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

CLAIM ONE
(Conversion; Both Defendants; Nominal Damages; Injunctive Relief)

30. Plaintiff, WHCC, realleges the averments of the preceding paragraphs of this Complaint and incorporates them herein.

31. Defendant NBC and defendant Jorgensen, jointly and severally, have appropriated to their own use the property of plaintiff, WHCC, as alleged in this Complaint, and have interfered with the possessory right of plaintiff, WHCC, in such property.

32. None of the defendants had any right, authority, or permission to possess the property of plaintiff, WHCC, as alleged in this Complaint, or to interfere with the possessory right of plaintiff, WHCC, in such property.

33. Defendant NBC and defendant Jorgensen, jointly and severally, have continued this wrongful possession by retaining and refusing to provide to plaintiff, WHCC, copies of the original materials, and summaries and extracts thereof, belonging to plaintiff, WHCC.

34. The acts and omissions of defendant NBC and defendant Jorgensen were intentional and willful.

35. At all times relevant to the averments of this Claim One, plaintiff, WHCC, had the right to immediate possession of the property at issue.

36. At all times relevant to the averments of this Claim One, defendant NBC and defendant Jorgensen, jointly and severally, have failed, refused, or neglected to return the property at issue.

37. WHEREFORE plaintiff, WHCC, demands judgment against defendant NBC and defendant Jorgensen, jointly and severally, including the entry of a temporary restraining order and preliminary and permanent injunctive relief requiring defendant NBC, defendant Jorgensen, and their employees, agents, and privies, forthwith to provide to plaintiff, WHCC, all materials of any type and description relating to the business and employees of plaintiff, WHCC, that anyone removed from plaintiff, WHCC, or that anyone obtained while employed by plaintiff, WHCC, and all copies and summaries thereof; nominal damages against defendant NBC and defendant Jorgensen, jointly and severally, in an amount to be determined at trial; plus its costs in this action; and such further relief as justice requires.

CLAIM TWO
(Conspiracy; Both Defendants; Nominal Damages; Injunctive Relief)

38. Plaintiff, WHCC, realleges the averments of the preceding paragraphs of this Complaint and incorporates them herein.

39. Defendant NBC and defendant Jorgensen, jointly and severally, have conspired with persons whose identities are not now known to plaintiff, WHCC, to appropriate to their own use the property of plaintiff, WHCC, as alleged in this Complaint and to interfere with the possessory right of plaintiff, WHCC, in such property.

40. In furtherance of this conspiracy, defendant NBC and defendant Jorgensen, jointly and severally, have appropriated to their own use the property of plaintiff, WHCC, as alleged in this Complaint, and have interfered with the possessory right of plaintiff, WHCC, in such property.

41. None of the defendants had any right, authority, or permission to possess the property of plaintiff, WHCC, as alleged in this Complaint, or to interfere with the possessory right of plaintiff, WHCC, in such property.

42. Defendant NBC and defendant Jorgensen, jointly and severally, have continued this wrongful possession by retaining and refusing to provide to plaintiff, WHCC, copies of the original materials, and summaries and extracts thereof, belonging to plaintiff, WHCC, that defendant NBC and defendant Jorgensen returned to plaintiff, WHCC, as alleged in this Complaint.

43. The acts and omissions of defendant NBC and defendant Jorgensen, jointly and severally, were intentional and willful.

44. At all times relevant to the averments of this Claim Two, plaintiff, WHCC, has and has had the right to immediate possession of the property at issue.

45. At all times relevant to the averments of this Claim Two, defendant NBC and defendant Jorgensen, jointly and severally, have failed, refused, or neglected to return the property at issue.

46. WHEREFORE plaintiff, WHCC, demands judgment against defendant NBC and defendant Jorgensen, jointly and severally, including the entry of a temporary restraining order and preliminary and permanent injunctive relief requiring defendant NBC, defendant Jorgensen, and their employees, agents, and privies forthwith to provide to plaintiff, WHCC, all materials of any type and description relating to the business and employees of plaintiff, WHCC, that anyone removed from the possession of plaintiff, WHCC, or that anyone obtained while employed by plaintiff, WHCC, and all copies and summaries thereof; nominal

damages against defendant NBC and defendant Jorgensen, jointly and severally, in an amount to be determined at trial; plus its costs in this action; and such further relief as justice requires.

CLAIM THREE
(Invasion Of Privacy; Both Defendants; Nominal Damages; Injunctive Relief)

47. Plaintiff, WHCC, realleges the averments of the preceding paragraphs of this Complaint and incorporates them herein.

48. Defendant NBC and defendant Jorgensen, jointly and severally, have intentionally intruded upon the private business affairs of plaintiff, WHCC, by obtaining, copying, retaining, summarizing, and using records relating to operating expenses, banking and accounting matters, administrative operations, records, and other business operations of plaintiff, WHCC, and by obtaining, retaining, summarizing, and using information about the personal and business activities of employees of plaintiff, WHCC.

49. All of the information that defendant NBC and defendant Jorgensen, jointly and severally, have obtained as alleged in this Claim Three was maintained by plaintiff, WHCC, for the private use of plaintiff, WHCC, and the private use of the employees of plaintiff, WHCC, in the course of their employment by plaintiff, WHCC, and was not intended and is not used for public distribution or consumption of any type.

50. The acts and omissions of defendant NBC and defendant Jorgensen, jointly and severally, as alleged in this Complaint, are highly offensive to the reasonable person.

51. The acts and omissions of defendant NBC and defendant Jorgensen, jointly and severally, as alleged in this Complaint, were intentional, willful, and purposeful.

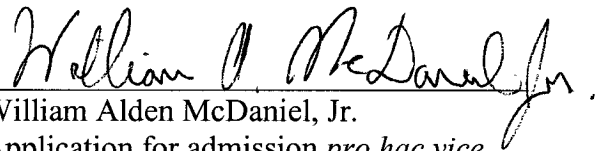
52. WHEREFORE plaintiff, WHCC, demands judgment against defendant NBC and defendant Jorgensen, jointly and severally, including the entry of a temporary

restraining order and preliminary and permanent injunctive relief requiring defendant NBC, defendant Jorgensen, and their employees, agents, and privies, forthwith to provide to plaintiff, WHCC, all materials of any type and description relating to the business and employees of plaintiff, WHCC, that anyone removed from plaintiff, WHCC, or that anyone obtained while employed by plaintiff, WHCC, and all copies and summaries thereof; nominal damages against defendant NBC and defendant Jorgensen, jointly and severally, in an amount to be determined at trial; plus its costs in this action; and such further relief as justice requires.

**PLAINTIFF, WORLD HEALING CENTER CHURCH, INC.,
DEMANDS TRIAL BY JURY**

Respectfully submitted,

LAW OFFICES OF
WILLIAM ALDEN McDANIEL, JR.



William Alden McDaniel, Jr.
Application for admission *pro hac vice*
pending

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*Attorneys For Plaintiff World Healing
Center Church, Inc.*



**WORLD HEALING CENTER CHURCH, INC.
BENNY HINN MINISTRIES
EMPLOYMENT AGREEMENT**

This employment agreement (the "Agreement") is entered into and effective as of the 4 day of September, 2001, (the "Effective Date") by and between World Healing Center Church, Inc./Benny Hinn Ministries, a non-profit corporation (the "Employer") and _____ (the "Employee") (collectively the "Parties").

RECITALS

1. WHEREAS, Employer is a Church and engages in a religious ministry.
2. WHEREAS, Employer desires to employ Employee, and Employee desires employment with the Employer upon the following terms and conditions.
3. WHEREAS, as consideration for this Agreement, Employer is providing Employee with the "Relocation Benefits" as defined in Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, for the mutual promises and other consideration recited herein, the receipt and sufficiency of which are unqualifiedly acknowledged and confessed, the Parties to this Agreement agree as follows:

AGREEMENTS

**ARTICLE 1
Employment and Term**

1.1 Employment. The Employer hereby employs the Employee, and the Employee accepts employment with the Employer to serve the Employer as Executive Admin, upon the terms and conditions set forth in this Agreement.

1.2 Employment At-Will. Employment with the Employer is for no definite period and may, regardless of the time and manner of payment of wages and salary, be terminated at any time by the Employer or the Employee, with or without cause, and without previous notice. This lack of guarantee also applies to other benefits, working conditions, and privileges of employment.

1.3 Termination. Upon Employee terminating his employment or upon the Employer terminating the Employee's employment, this Agreement shall terminate, with the exception of the surviving provisions agreed to herein.



ARTICLE 2 Duties of Employee

2.1 Employment Obligations of Employee. Employee shall render such services to the Employer as may be required by virtue of the position held by Employee. Employee agrees to use his best efforts, skills and abilities to promote the Employer's ministry and its interests and to perform such duties as may be assigned to Employee by the Employer. Employee shall at all times adhere to Employer policies and procedures, as set forth in any employee manual or otherwise.

2.2 Other Duties. In addition to the duties specified in paragraph 2.1, the Employer shall have the right at any time and from time to time during the time which Employee works for the Employer to assign the Employee to perform duties different in any manner from the duties originally assigned and specified in paragraph 2.1.

2.3 Christian Standards of Living. All persons employed by the Ministry must understand that they are part of a Christian ministry and that their employment is a God-ordained vocation. In this regard, all employees must fully support and live consistently and in accordance with the Statement of Faith and Christian Standards of Living as set forth in the Ministry's employee handbook and the Holy Bible (King James version).

2.4 Gift Policy. In the event that Employee or his family is offered any cash donations or donations of material things from any person or entity directly or indirectly related to or participating in this Ministry while employed by the Ministry, he shall report all such offered donations to Employer within five business days and Employer shall have the right to require that said donations be turned over to the Ministry. It is further understood that accepting money or material things from vendors or providers of services to the Ministry is prohibited and any such offers shall be reported.

ARTICLE 3 Compensation

3.1 Compensation. As compensation for Employee's services to be rendered pursuant to this Agreement and in consideration for the Protective Covenants set forth and defined in Article 4 hereof, Employee shall be paid a salary/wage of _____ the "Salary", payable in accordance with the payroll policy of the Employer, less such deductions or amounts to be withheld as shall be required by the applicable law and regulations, and less such deductions or amounts to be withheld as may be authorized by Employee in writing. If the amount of the Salary is increased by the Employer, then the increased amount shall be applicable to this Agreement commencing on the effective date of such increase.

3.2 Other Benefits. During the time which Employee works for the Employer, the Employer will pay for medical insurance premiums for Employee which will provide coverage consistent with that provided by the Employer to other employees from time to time subject to the eligibility requirements and the terms and conditions of Employer's policies and procedures and plans. The Employer will make comparable medical insurance available to Employee's family members to be paid for by Employee and not the Employer subject to the eligibility requirements and the terms and conditions of the Employer's policies and procedures and plans.

3.2 Business Expenses. Business expenses shall be reimbursed in accordance with ministry policy as stated in the Employee Handbook. However, the Employee is responsible for having all business expenditures verified and pre-approved by the Employer's designated Group Leaders.

ARTICLE 4 Confidentiality

4.1 General. Employee expressly acknowledges and agrees that he will be given access to and become familiar with business methods, trade secrets, and other proprietary information developed at the Employer's expense, which are valuable, unique, and essential to the performance of Employee's duties hereunder, as well as being essential to the overall continued success and ministry goodwill of the Employer. Employee expressly acknowledges and agrees that the Ministry Confidences (as hereinafter defined), are proprietary and confidential and if any of the Ministry Confidences were imparted to or became known by the general public or news media, such would result in hardship, loss, irreparable injury and damage to the Employer, the measurement of which would be difficult, of not impossible, to determine. Accordingly, Employee expressly agrees that (i) the Employer has a legitimate interest in protecting the Ministry Confidences and its ministry goodwill, (ii) it is necessary for the Employer to protect its ministry from such hardship, loss, irreparable injury and damage, (iii) the Protective Covenants set forth and defined in Article 4 of this Agreement (the "Protective Covenants") are a reasonable means by which to accomplish that purpose, and (iv) violation of any of the Protective Covenants contained herein shall constitute a breach of trust and is grounds for immediate dismissal and for appropriate legal action for damages, enforcement and/or injunction. Employee expressly acknowledges and agrees that he will have the benefit of the Ministry's goodwill regarding certain information that he will be given access to, training in and familiarity with the technology, donor lists and relationships and all other aspects of the ministry of the Employer.

4.2 Ministry Confidences. It is understood that during the course of his employment hereunder, the Employee will have access to and become familiar with certain proprietary and confidential information of the Employer (the "Ministry Confidences"), which includes, by way of illustration and not by way of limitation:

- a) Lists containing the names of past, present, future and prospective partners, donors and adherents;
- b) Present and future business, directors, officers and/or employees;
- c) Past, present and future operations or plans;
- d) Past, present and future pricing of products sold by the Employer;
- e) Products, ministry facilities and equipment, ministry manuals, ministry practices and/or procedures, ministry operating revenues or expenses, private or public debt, equity financing or banking, accounting or financing matters;
- f) Matters pending under the jurisdiction of any regulatory agency or Court, including those that are only threatened;
- g) Ministry systems, processes or administrative operations;
- h) Present or future plans for the extension of present operations or commencement of new operations;
- i) Other confidential and proprietary information, trade secrets, research and records;
- j) Compilations of information, records and processes which are owned or developed by the ministry and/or which are used in the operation of the ministry, including, without limitation, electronically stored information; and
- k) Personal and business Information pertaining to the Senior Pastor, directors, officers and/or employees of the Employer obtained by the Employee from any source whatsoever as a result of Employee's employment by the ministry.

4.3 Agreement to Keep Ministry Confidences Confidential. Employee acknowledges that the Ministry Confidences are not available to or known by the general public. Employee further acknowledges that the Employer has devoted substantial time, money, and effort in the development of the Ministry Confidences and in maintaining the proprietary and confidential nature thereof and that disclosure of Ministry Confidences could result in irreparable injury or harm to the reputation and mission of the Church. Employee further acknowledges his position with the Employer is one of the highest trust and confidence by reason of Employee's training by the ministry, knowledge of, access to, and contact with the Ministry Confidences. Employee agrees to use his best efforts and exercise utmost diligence to protect and safeguard the Ministry Confidences. Employee covenants that (i) during the continuance of Employee's employment with the Employer, he will not disclose, disseminate or distribute any Ministry Confidences to any person, partnership, association, corporation, or other entity, (ii) after termination of Employee's employment with the Employer, Employee will not disclose or make any use of, or cause to be used, any Ministry Confidences in any way without the written consent of the Employer; and (iii) all data, programs, partner lists and other records and written materials prepared or compiled by Employee or furnished to Employee during the continuance of employee's employment with the Employer shall be the sole and exclusive property of the Employer and none of such property shall be copied or otherwise reproduced, in whole or in part, and it shall

not be removed from the premises of the Employer under any circumstances whatsoever without the prior written consent of the Employer. Employee further covenants that all memoranda, notes, records, drawings, or other documents made, compiled, acquired or received by Employee during the term of this Agreement and in Employee's possession or under Employee's control at the termination of his employment hereunder, concerning any Employer activity, shall be delivered, in good condition, to the Employer immediately upon Employee's termination (whether or not so requested by the Employer), or at any time upon the Employer's request.

4.4 Consideration. The consideration for the Protective Covenants set forth and defined in this section includes the Employer's agreement to provide Employee with the Ministry Confidences in exchange for Employee's agreement not to disclose the Ministry Confidences, as well as the compensation to be paid by the Employer to Employee, and the Relocation Benefits provided to Employee. This Protective Covenant constitutes a material inducement for the Employer to enter into this Agreement.

4.5 Survival of Protective Covenant. The Protective Covenant set forth in this Article shall be construed as an agreement independent of any other provision of this Agreement, unless otherwise indicated herein, and shall survive the termination of Employee's employment by Employer and the termination of this Agreement. The existence of any claim or cause of action of Employee against Employer, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Employer of such Protective Covenant.

4.6 Remedies for Breach. Employee acknowledges that the legal remedies for breach of the Protective Covenant set forth in this Article are inadequate and therefore agrees that, in addition to all of the remedies available to the Employer in the event of a breach or a threatened breach of the Protective Covenant, the Employer may:

- a) Obtain temporary, preliminary, and permanent injunctions against any and all such actions; and
- b) Seek to recover from Employee monetary damages to the Employer arising from such breach or threatened breach and all costs and expenses (including attorneys' fees and all costs) incurred by the Employer in the enforcement of the Protective Covenant.

4.7 Affiliates of the Employer. The Protective Covenant set forth in this Article shall also benefit the ministry and Ministry Confidences of the Employer's Affiliates (as hereinafter defined) and this covenant shall be enforceable against Employee by each of such Affiliates as third party beneficiaries. An "Affiliate" of the Employer is any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the

Employer (including Benny Hinn Ministries – Australia; BHM – Canada; BHM – United Kingdom and other similar affiliates existing now or acquired in the future).

ARTICLE 5 Assignment of Agreement

5.1 Assignment by the Employer. Employee understands and agrees that the Employer may assign all of its rights and delegate all of its duties under this Agreement upon notice to Employee.

5.2 Assignment by Employee. Employee understands that this Agreement is personal to him and that he may not assign his rights or delegate his duties under this Agreement, or any portion thereof, to any person or entity.

ARTICLE 6 General Provisions

6.1 The Employer's Right to Offset. The Employer shall be entitled to offset any amounts due and owing to Employee hereunder to the extent that Employee owes money to the Employer or its Affiliates. Further, the Employer shall be entitled to withhold any amounts that it has reasonable cause to believe that the Employee owes to the Employer or its Affiliates. In the event that this Agreement terminates for any reason, all amounts owed to the Employer or its Affiliates by Employee shall become due and payable immediately, and the Employer shall have the right to withhold any amounts due and owing to Employee hereunder until the Employer has an opportunity to determine the amount, if any, that Employee owes to the Employer or its Affiliates. Any amounts so withheld by the Employer shall be due and payable to Employee, less the amount of the offset, if any, pursuant to this Section within ninety (90) days after Employee's date of termination.

6.2 Indemnification. Employee shall indemnify and hold the Employer and its Affiliates harmless against any and all losses, claims, damages, obligations, penalties, judgments, liabilities, costs, expenses, and disbursements and any and all actions, suits, proceedings, and investigations in respect thereof, and any and all legal and other costs, expenses, and disbursements in giving testimony or furnishing documents in response to a subpoena or otherwise, including, without limitation, the costs, expenses, and disbursements, as and when incurred, of investigating, preparing, or defending any such action, suit, proceeding, or investigation (whether or not in connection with litigation in which the Employer or any of its Affiliates is a party), as and when incurred by the Corporation or any of its Affiliates, which are directly or indirectly, caused by, relating to, based upon, arising out of, or in connection with:

- a) Any breach by Employee of any provision of this Agreement; and
- b) Employee's gross negligence, recklessness, willful neglect, or willful misconduct.

The provisions of this Section 6.2 shall survive the termination of this Agreement.

6.3 Attorneys' Fees and Costs. If any action at law or in equity is necessary to enforce or interpret any of the rights or obligations under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

6.4 Alternative Dispute Resolution. Any claim or dispute arising from or related to this Agreement, other than a claim for injunctive relief under Section 4.6, shall be settled by mediation/arbitration in Dallas County, Texas in accordance with the then governing *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation. In the event the Institute for Christian Conciliation ceases to exist during the course of this Agreement, arbitration under this section shall be conducted according to the rules of the American Arbitration Association. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. Employer and Employee each agree to bear their own individual costs related to any conciliation, mediation or arbitration proceeding.

6.4 Amendments. This Agreement may be amended, supplemented or modified only by written instrument executed by both Parties to this Agreement.

6.5 Written Notice. Any written notice required or permitted under this Agreement shall be delivered in person, or by depositing it in the U.S. Mail by certified mail, return receipt requested, postage prepaid.

6.6 Entire Agreement. This Agreement embodies the complete and entire agreement and understanding between the Parties to the Agreement with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, and understandings relating to the subject matter of this Agreement.

6.7 Waiver of Breach. Any failure by any party to this Agreement at any time to give notice of any breach of any provision of this Agreement by the other party, or to require compliance with any provision of this Agreement, shall not be deemed a waiver of rights to enforce such provision.

6.8 Effect of Invalidity. If a Court of competent jurisdiction determines that any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, then the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any of the other provision of this Agreement.

6.9 Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective heirs, executors, successors, agents, personal representative, administrators, and permissible assigns.

6.10 Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed, construed, and enforced under and in accordance with the laws of the State of Texas. The parties agree that any litigation directly or indirectly relating to this Agreement must be brought before and determined by a court of competent jurisdiction within Dallas County, Texas, unless the Employer brings the litigation and chooses to file the litigation in another place.

6.11 Headings. The headings used throughout this Agreement have been used for convenience only and do not constitute matter to be considered in interpreting this Agreement.

6.12 Number and Gender. Whenever required by the context, singular numbers shall include the plural, plural numbers shall include the singular and the gender of any pronoun shall include the other genders.

6.13 Further Assurances. In connection with this Agreement as well as all transactions contemplated by this Agreement, the Parties hereto agree to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first written above.

EMPLOYER:

WORLD HEALING CENTER CHURCH, INC.
BENNY HINN MINISTRIES

By: _____

EMPLOYEE:

National Broadcastin
Company, Inc.

30 Rockefeller Plaza
New York, NY 10112
212 664-4366
212 790-4722 Fax
888 954-4336 Pager
jeff.hoeh@nbc.com

Jeffrey D. Hoeh
Senior Media Counsel
Law Department



VIA FAX AND US MAIL

RECEIVED

JAN 24 2005

January 20, 2005

W. A. M.

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PH: 410.685.3810
FAX: 410.685.0203

Re: DATELINE NBC / Pastor Benny Hinn

Dear Mr. McDaniel:

I am responding to your letters of January 14 and 19, 2005 to Meade Jorgensen, a producer with the NBC News newsmagazine *DATELINE NBC*, concerning the *DATELINE* report he is producing about your client Pastor Benny Hinn and the World Healing Center Church.

As you know, last week Mr. Jorgensen contacted Ronn Torossian, Pastor Hinn's public relations representative, to invite him (or any other Hinn representative) to review certain documents relating to Hinn Ministry travel and living expenses and cash disbursements that *DATELINE* may include in its report. The invitation made clear that the documents involve records of such expenses, including documents that were broadcast last year by the Canadian Broadcasting Corporation in its report about the Ministry. The purpose of Mr. Jorgensen's invitation was to afford the Ministry a full and fair opportunity to review and comment about those documents prior to the broadcast of the *DATELINE* report.

In your first letter you assert that, although you "have no idea as to what documents" Mr. Jorgensen was referring, you demanded that we return any such documents to the Ministry. By Mr. Jorgensen's phone call yesterday to Mr. Torossian *DATELINE* was attempting to accommodate that request so it is shocking to us that you are now accusing us of acting in bad faith. Your January 14 letter was the first instance in which anyone from the Ministry has indicated to *DATELINE* that the Ministry considers such materials (including those documents that were included in the CBC report) to be its property. In your latest letter you now assert that Mr. Jorgensen has admitted that NBC possesses stolen Ministry documents. That is simply false -- neither Mr. Jorgensen nor anyone at *DATELINE* has admitted to anyone that NBC possesses stolen documents. To the contrary, although the documents all clearly involve records of Ministry expenses and related activity, it is not clear from the face of the documents either: (a) that they were stolen from the Ministry; or (b) who is their rightful owner. To point (a), the Ministry has a history of abandoning financial records and allowing them to fall into the hands of third parties. Out of an excess of caution, however, and because you have indicated that the Ministry wants possession of these documents and because they appear to be original documents, we have attempted to return them to the Ministry.



William Alden McDaniel, Jr., Esq.
January 20, 2005
Page Two



As noted above, you also assert that Mr. Jorgensen's request that Mr. Torossian or an identifiable Hinn Ministry official retrieve the documents at *DATELINE'S* offices indicates "bad faith" on *DATELINE'S* part. That claim is, quite frankly, absurd. That request was made simply to ensure that any Ministry documents were properly returned to a responsible Ministry representative. Given Mr. Torossian's close proximity to *DATELINE'S* 30 Rockefeller Plaza offices and because the documents appear to be originals, we thought that it was in the best interests of all parties to have Mr. Torossian himself retrieve those files. Mr. Torossian seemed to have no objection to coming to NBC to pick up the materials. If you are satisfied that a messenger or FedEx delivery person can properly handle the task please have Mr. Torossian make appropriate arrangements.

DATELINE has retained copies of the documents for its newsgathering and reporting purposes. Pastor Hinn is a public figure who through his Ministry collects millions of dollars each year from the public. We have no doubt that materials relating to how and where Pastor Hinn and his Ministry spend that money is a matter of legitimate public concern, and therefore are essential to include in any news report on the subject. Be assured that NBC News will vigorously contest any effort on the Ministry's part to impede our efforts to do so.

Finally, your assertion that possession of copies of these documents will subject NBC News to "liability under the actual malice standard" is misguided. *Actual malice* is a legal standard relating to a defamation claim, which you have not mentioned in your most recent letter. *Actual malice* has nothing to do with a news organization's legitimate possession of newsworthy materials.

As you know, *DATELINE* is committed to fair and accurate reporting. The producers have repeatedly sought comment from Pastor Hinn and the Ministry for the *DATELINE* report. Once Mr. Torossian has arranged to get possession of these documents, *DATELINE* again invites the Ministry to comment on those documents for our report. If the Pastor Hinn or the Ministry decides to provide *DATELINE* with a substantive comment about these documents a representative should contact Mr. Jorgensen to do so by noon on Monday, January 24, 2005.

Of course, nothing stated in this letter is intended as, nor should be deemed to constitute, a waiver or relinquishment of any of our defenses, all of which are hereby expressly reserved.

Please direct any further correspondence on this matter to me. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeffrey D. Hoeh", written in a cursive style with a long, sweeping underline.

Jeffrey D. Hoeh
Senior Media Counsel

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
 WHCC, Inc. Albla Benny Hinn Ministries

DEFENDANTS The National Broadcasting Company and Meade Sorengsen

(b) County of Residence of First Listed Plaintiff Tarrant
 (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____
 (IN U.S. PLAINTIFF CASES ONLY)

4-05 CV-1002-A

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)
 Robert Rucker, Brewer, Anthony, Middlebrook
 1159 Osbornwood Lane, Sk 150, Irving, TX 75038 972 870-9898

Attorneys (If Known) _____

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

(For Diversity Cases Only)

Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl Ret Inc Security Act	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
			SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

7 Appeal to District Judge from Magistrate Judgment

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

VI. CAUSE OF ACTION Brief description of cause: _____

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ 75,000

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions)

JUDGE _____ DOCKET NUMBER _____

DATE 3-4-05 SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # 400-51992 AMOUNT \$250.00 APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____