

1 BARRY VAN SICKLE - BAR NO. 98645
1079 Sunrise Avenue
2 Suite B-315
Roseville, CA 95661
3 Telephone: (916) 549-8784
E-Mail: bvansickle@surewest.net
4

5 Attorney for Plaintiff
LAURA ANN DeCRESCENZO
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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF LOS ANGELES**
9

10 **LAURA ANN DeCRESCENZO, aka**)
LAURA A. DIECKMAN,)
11 Plaintiff,)

12 vs.)

13 **CHURCH OF SCIENTOLOGY**)
INTERNATIONAL, a corporate)
14 **entity, AND DOES 1 - 20**)

15 Defendants)
16)
17)
18)

PLAINTIFF'S COMPLAINT FOR:

- 1) **RECISSION OF UNLAWFUL, FRAUDULENT INSTRUMENTS**
- 2) **UNPAID WAGES RECOVERABLE UNDER B&P §17200 ET. SEQ**
- 3) **DISCRIMINATION & INVASION OF PRIVACY**
- 4) **HUMAN TRAFFICKING (CIVIL CODE 52.5, PENAL CODE 236.1)**
- 5) **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
- 6) **OBSTRUCTION OF JUSTICE**

19
20 **OVERVIEW**

21 1) There are two very different versions of Scientology.
22 There is the Scientology as presented to the outside world and
23 there is a different Scientology in which Plaintiff lived and
24 worked for approximately thirteen years. In the Scientology
25 world Plaintiff experienced, twelve year old children are taken
26 from their homes, asked to sign employment contracts and put to
27 work. Pregnant women are coerced to have abortions. Employees
28 work 100 hour weeks in the business ventures of Scientology at

1 far less than minimum wage. There are no contributions to Social
2 Security or employee pensions, although there is plenty of money
3 to pay Scientology's Chairman of the Board, private investigators
4 and lawyers. Personal freedoms are restricted and severe
5 punishments are used to keep employees in line. Passports are
6 taken from foreign workers and the infirm are discarded if they
7 cannot perform. For reasons obvious to those who know the real
8 Scientology, it fears the truth and works hard to suppress and
9 deny it at almost any cost. That is the context of this
10 litigation.

11 2) The gist of the case is to recover past due wages,
12 interest, other economic damages and attorney's fees for
13 Defendant Church of Scientology International's (CSI) many years
14 of continuing labor and human trafficking violations. (See,
15 Watson v. Department of Rehabilitation (1989) 212 Cal.App.3d
16 1271, 1290 re the "continuing violations" doctrine.) In related
17 causes of action, Plaintiff also complains that she was coerced
18 to have an abortion, was the victim of intentional infliction of
19 emotional distress and that Defendant is attempting to silence
20 other employees who are potential witnesses and co-plaintiffs in
21 this case. Illustrative of Plaintiff's experiences while working
22 for Defendant is the fact that she displayed suicidal tendencies
23 and swallowed bleach to expedite her quest for freedom.

24 3) Plaintiff's First Cause of Action seeks to rescind,
25 cancel, void, negate and confirm unenforceability of the
26 purported waivers, confidentiality agreements and penalty clauses
27 she was forced to sign by Defendant and/or its agents. As shown
28 below, most, if not all, of the rights in question cannot be

1 waived. After addressing various purported waivers and related
2 documents which are unlawful and unenforceable on numerous
3 grounds, including coercion and duress, Plaintiff seeks to
4 recover compensation, with interest, due her for her years of
5 work for Defendant CSI at below minimum wage and for forced and
6 coerced labor under the Human Trafficking laws. Labor Code
7 §218.6 expressly provides for interest on unpaid wages from the
8 date payment was due.

9 4) The rights to minimum wage and overtime pay are not
10 waivable (Labor Code §1194). It is unlawful for an employer to
11 seek a waiver of wage claims (Labor code §206.5). Unlawful
12 contracts are invalid (C.C. 1667, 1668 & 1689); violations of law
13 cannot be excused by exculpatory clauses (C.C. 1668); and
14 contracts tainted by fraud, duress, coercion, mistake or
15 unconscionable terms are invalid and subject to rescission. See,
16 e.g. Civil Code §§1565 et. seq. and Civil Code 1688 et. seq.)
17 The statute of limitations applicable to these cases is four
18 years from discovery of grounds for rescission and B&P §17000;
19 and five years for human trafficking. Plaintiff has timely filed
20 this action. (See e.g. CCP 337 & 338.)

21 5) Plaintiff started working for a Scientology
22 organization in her hometown at the age of nine. She obtained a
23 work permit and became effectively a full-time employee of
24 Scientology from age ten. At age 12, Plaintiff signed her first
25 "Contract of Employment". She left school, home and family to
26 work for the Church of Scientology International ("CSI"). This
27 required that plaintiff move to another state. She was married
28 to a co-worker at age sixteen, became pregnant while still a

1 minor and was coerced by CSI to have an abortion at age
2 seventeen. Plaintiff escaped in 2004 at age twenty-five. For
3 over 13 years, Plaintiff worked under illegal conditions and for
4 illegal pay. There are hundreds, probably thousands, of past and
5 present employees of CSI who experienced similar violations of
6 rights, however, most are ignorant of their rights, under the
7 misapprehension they had no rights or surrendered them in various
8 documents they were required to sign, or are afraid to come
9 forward and challenge the dark side of Scientology.

10 6) Plaintiff is uncertain with respect to the identity of
11 all persons or entities responsible and liable for this wrongful
12 conduct and names said potential parties as Doe Defendants 1 - 10
13 as authorized by California law. Doe Defendants 11 - 20 are
14 those potential Defendants who may participate in wrongful
15 retaliation, witness intimidation and fraudulent transfer or
16 concealment of assets to avoid payment of judgment in this case.

17 **DISCUSSION OF PERTINENT LAW**

18 7) Plaintiff's case is supported by statutory law and
19 decisions of the U.S. Supreme Court, the California Supreme
20 Court, the California Court of Appeals and the Ninth Circuit
21 Court of Appeals. Defendant CSI, which is part of the
22 Scientology enterprise ("Scientology"), typically claims First
23 Amendment or waiver type defenses to violations of state and
24 federal law; however, under controlling authorities Defendant is
25 subject to labor laws and other neutral laws of general
26 applicability. Further, the legal and fundamental rights in
27 question cannot be waived. Defendant's efforts to escape
28 responsibility for illegal acts by coercing exculpatory contracts

1 and forcing waivers and admissions under duress are ineffective
2 as a matter of law. See e.g. Civil Code §1668. (Additional
3 authorities are referenced and cited below.)

4 8) The U.S. Supreme Court has ruled that non-profit and
5 religious entities must abide by labor laws including laws on
6 wages and employment of minors. In the Alamo case (cited below),
7 the court also found that persons performing work for a religious
8 entity are covered by the labor laws even if they claim not to
9 want or qualify for the protection of the labor laws. Workers of
10 religious entities are protected by the labor laws irrespective
11 of whether workers consider themselves to be employees. The
12 protection of labor laws cannot be waived. For purposes of
13 minimum wage and child labor laws, employment is evaluated in the
14 context of economic reality. Tony & Susan Alamo Foundation v.
15 Sec. of Labor, (1985) 471 US 290. In accord, Mitchell v. Pilgrim
16 Holiness Church Corp. 210 F.2d 879 (7th Cir. 1954). See also,
17 Prince v. Massachusetts, (1944) 321 U.S. 158 (Child Labor).

18 9) The California Supreme Court and the Ninth Circuit
19 Court of Appeals have also found in well-considered opinions that
20 religions are not exempt from laws of general applicability such
21 as the labor laws. There is no constitutional right to exemption
22 from minimum wage and child labor laws. See e.g. Elvig v. Calvin
23 Presbyterian Church, 397 F.3d 790, 792 (9th Cir. 2003) (citing 3
24 U.S. Supreme Court cases) and North Coast Women's Care Medical
25 Group, Inc. v. Superior Court, (2008) 44 Cal.4th 1145.

26 10) For purposes of the minimum wage and similar laws, the
27 test of employment looks to "economic reality" not labels, titles
28 or a self-serving paper trail contrived by lawyers trying to

1 minimize or obscure Defendant's legal obligations and
2 liabilities. An "employee" who is called an independent
3 contractor, a volunteer or religious worker is still an employee.
4 As the court observed when evaluating employment in Estrada v.
5 FedEx Ground Package System, Inc. (2007) 154 Cal.App.4th 1, 10:
6 "...[I]f it looks like a duck, walks like a duck, swims like a duck
7 and quacks like a duck, it is a duck." Simply put, if it looks
8 like employment and has the attributes of employment, it is
9 employment, for purposes of the labor laws. The protections of
10 the labor laws cannot be lost and the underlying reality is not
11 changed, by Scientology's obsessive quest for self-serving
12 documents. See e.g. Civil Code §3513, Labor Code 1194, County of
13 Riverside v. Superior Court (Madrigal) (2002) 27 Cal.4th 793 and
14 Abramson v. Juniper Networks, Inc. (2004) 115 Cal.App.4th 638.
15 See also Civil Code §1668. (Exculpatory contracts are
16 unenforceable.)

17 11) Under the principles applied by the Alamo court, the
18 parties' perceptions and documents do not control applications of
19 the labor laws. Allowing employees or employers to disavow labor
20 law protections would effectively make minimum wage and other
21 labor laws optional, not mandatory, which is not the law.
22 Numerous cases have recognized the strong public policy, and
23 compelling government interest, behind minimum wage, overtime and
24 mandatory off-time laws. The labor laws protect the weaker
25 employee from being exploited by the stronger employer and
26 against the "evils of overwork". See e.g. Gentry v. Superior
27 Court (Circuit City Stores, Inc.) (2007) 42 Cal.4th 443 at 445-6.
28 The pertinent public policy is particularly applicable where the

1 worker is dependant upon the job for a living. Plaintiff in this
2 case was dependant upon her work and labor for Defendant, which
3 satisfies the "economic reality test". As explained in Real v.
4 Driscoll Strawberry Associates, Inc. 603 F.2d 748, 754 (9th Cir
5 1979): "Courts have adopted an expansive interpretation of the
6 definitions of "employer" and "employee" under the FLSA, in order
7 to effectuate the broad remedial purposes of the Act...The common
8 law concepts of "employee" and "independent contractor" are not
9 conclusive determinants of the FLSA's coverage. Rather, in the
10 application of social legislation employees are those who as a
11 matter of economic reality are dependent upon the business to
12 which they render service." (Emphasis in original)

13 12) Plaintiff Laura D. worked for the Scientology
14 enterprise, namely Defendant CSI, at below minimum wage
15 compensation from 1991 to 2004. Generally, Plaintiff was an
16 office worker when not in the RPF for punishment and control
17 reasons. For the most part, Plaintiff's work for CSI was
18 clerical and secular in nature. While technically irrelevant to
19 the test of employment for the protection of the labor laws (See
20 e.g. Alamo), Plaintiff was not a nun, monk, priest, minister or
21 in a similar occupation as Scientology's "PR" machine or lawyers
22 may suggest. If Scientology has a comprehensive "Bible", or an
23 equivalent, Plaintiff never saw it, studied it or preached about
24 it. When not being punished in the RPF, Plaintiff was usually
25 performing mundane office work under abnormal, bizarre and
26 illegal conditions.

27 13) Defendant CSI, related Scientology entities, and
28 potential Doe Defendants claim that workers such as Plaintiff are

1 not entitled to the benefits and protections of the labor laws.
2 The weight of authority is contrary to Defendant's self-granted
3 immunity from state and federal labor laws. As stated by the
4 California Supreme Court, "... [To] permit religious beliefs to
5 excuse acts contrary to law... would be to make professed doctrines
6 of religious belief superior to the law of the land, and in
7 effect to permit every citizen to become a law unto himself."
8 Catholic Charities of Sacramento, Inc. v. Superior Court (2004)
9 32 Cal.4th 527, 541 (Citing the U.S. Supreme Court).
10 Historically, the Scientology enterprise has considered itself
11 just as described by the court - a law unto itself.

12 14) Scientology's own website, www.Scientologytoday.org,
13 has a somewhat fanciful description of life in the Sea Org. It
14 has the following admission that its workers are, of course,
15 "employees". It states:

16 "...All advanced churches and management-echelon
17 church organizations employ only members of the
18 Sea Organization religious order. While such
19 members sign legally binding employment contracts
20 and are responsible to the directors and officers
21 of the church where they are employed..."

22 (www.scientologytoday.org/corp/ministry2.htm)

23 15) This case addresses labor code violations, and other
24 improper, illegal and unfair business practices, in a first cause
25 of action brought under Business and Professions Code §17200.
26 The operative statute underlying the first cause of action may be
27 triggered by essentially all business torts and statutory
28 violations, including violations of federal law, which are

1 independently actionable under the California body of law on
2 unfair competition and business practices. The California
3 Supreme Court has expressly ruled that labor code violations are
4 actionable under this law. The difference between what was paid
5 as wages and what should have been paid under minimum wage and
6 overtime laws qualifies as restitution damages under B&P Code
7 §17203. Cortez v. Purolator Air Filtration Products Co. (2000) 23
8 Cal.4th 163, 177-179.

9 16) This case has been brought within the applicable
10 limitation period for a B&P Code §17200 action, rescission of
11 unlawful contracts, tort claims and other claims herein, (Case
12 timely filed after discovery of claims. See, e.g. Broberg v. The
13 Guardian Life Ins. Co. of America (3/2/09 __ Cal App 4th __
14 (B199461)) and the five year period for human trafficking
15 actions. With respect to setting aside bogus agreements and
16 waivers, it is also timely. See CCP §337 & 338. To the extent
17 Defendant may attempt to use statute of limitation arguments to
18 limit damages or attack certain aspects of this case, Defendant
19 should be estopped. Defendant's deceitful and atrocious conduct
20 should operate to equitably toll any statute of limitations and
21 equitably estopp Defendant from using time bars to escape
22 liability for an ongoing course of illegal and coercive conduct.
23 Defendant's treatment of those who labor for the Scientology
24 enterprise has been and continues to be offensive to law, public
25 policy and inalienable rights guaranteed to Plaintiff and others
26 by Article 1 Section 1 of the California Constitution.

27 17) Plaintiff does not have copies of any instruments such
28 as purported releases, non-contracts, waivers and similar

1 documents forced upon her and other employees. Plaintiff does
2 not recall the details of what she signed. Although the
3 Scientology enterprise, and Defendant CSI, expends great effort
4 in creating a self-serving "paper" defense, the statutory right
5 to receive overtime pay embodied in Section 1194 is unwaivable as
6 stated by the California Supreme Court in Gentry v. Superior
7 Court (2007)42 Cal. App. 4th 443 at 456. See also, Labor Code
8 §1194 & 206.5. The U.S. Supreme Court has held that the
9 protections of the federal labor laws cannot be abridged or
10 waived. See e.g. Barrentine v. Arkansas-Best Freight System,
11 (1981) 450 U.S. 728, 740. In addition to statutory restrictions
12 on waivers and agreements contrary to public policy, any
13 purported written waiver of employment rights or wages legally
14 due would not be enforceable on numerous other grounds including
15 duress, menace, illegality and lack of consideration. Under
16 controlling laws, Defendant had a non-waivable duty to comply
17 with wage and minor labor laws. Defendant breached said duty.
18 While Plaintiff made no voluntary or effective waiver of
19 pertinent rights, any such waiver, contract or concession would
20 be improper on numerous grounds supported by the Labor Code
21 §1194, the Civil Code and common law. See e.g. Gentry v.
22 Superior Court (2006)135 Cal. App. 4th 944 and Civil Code §1668
23 (Exculpatory documents ineffective as a matter of law).

24 18) Pursuant to California Minimum Wage Order NW-2007,
25 Defendant CSI was required to pay Plaintiff minimum wage and
26 overtime compensation without any deduction for the purported
27 value of room and board furnished to Plaintiff. In computing
28 unpaid wages, therefore, Plaintiff is entitled to recover the

1 full amount of minimum wages, overtime and penalties due without
2 offset. In any event, the meager existence provided by CSI would
3 not satisfy the minimum wage and overtime requirements.

4 **DISCUSSION**

5 19) The core facts are not subject to serious dispute.
6 Plaintiff was employed by Defendant CSI. AS an employee
7 Plaintiff was, and is, entitled to the full protection of state
8 and federal labor laws. As a citizen who worked in the State of
9 California, Plaintiff is entitled to the protection of state law
10 and the inalienable rights guaranteed by the California
11 Constitution. Defendant CSI violated numerous duties owed to
12 Plaintiff as an employee, and as a person with basic human
13 rights, under the common law of tort and contract. (Even the
14 mythical "volunteers" described in Scientology propaganda are
15 entitled to better treatment than Defendant CSI gives to
16 employees such as Plaintiff.) These violations of Plaintiff's
17 rights are described in more detail in the specific causes of
18 action set forth below.

19 20) Plaintiff was an employee of CSI as a matter of fact,
20 under the applicable test set forth in cases such as Alamo, and
21 consistent with numerous Scientology documents, which frequently
22 acknowledge that it has employees. For example, when Scientology
23 lawyers are trying to get subservient foreign labor into this
24 country, the documents submitted to the immigration agency
25 frequently refer to the foreign workers as "employees". The Sea
26 Org contract, which Plaintiff believes she signed at age twelve
27 self-describes as a "Contract of Employment".
28

1 21) People who have the resolve to terminate their
2 employment with CSI are told that they have broken their contract
3 or "covenants" of employment. CSI then takes the position that
4 under the employment contract, the employee owes a "Freeloader
5 Debt" for Scientology courses taken while employed. Employees,
6 such as Plaintiff, are required to take various "how to" or
7 management courses, and submit to "processing" to hold or qualify
8 for their assigned jobs. The employees then get a bill for the
9 training if they "breach" the purported employment contract.
10 This may reflect Scientology's doctrine of exchange. According
11 to L. Ron Hubbard, one should not give away anything of value.
12 According to this doctrine of exchange, employees give work, and
13 employers give pay in exchange. While it is the law of Alamo and
14 similar cases that governs, not Scientology's doctrines, the
15 doctrine of exchange belies Defendant's "volunteer" arguments.
16 The purported "just a volunteer" defensive argument being made to
17 the press and others is pure spin and legally wrong.

18 22) Plaintiff worked long hours including 100+ hour weeks
19 at below minimum wage, no compensation for overtime and
20 insufficient time off. The work week was seven days not six as
21 required by law. In the course of, and by reason of her
22 employment with Defendant, Plaintiff was coerced into having an
23 abortion at the age of seventeen. She was still a minor.
24 Plaintiff was coerced into having an abortion to keep her job
25 with Defendant. Plaintiff is informed and believes that
26 Defendant continue to ignore labor laws and coerce pregnant
27 workers into forced abortions.
28

1 23) The economic reality in which Plaintiff found herself
2 when working for Defendant CSI and the Scientology enterprise was
3 that she was dependant upon Defendant for sustenance and income.
4 Plaintiff was not a part-time volunteer who had other work and
5 could come and go as she pleased. The extreme opposite was the
6 case. Plaintiff had a rigid work schedule. Plaintiff's work
7 activities were strictly controlled by Defendant CSI. Plaintiff
8 was not allowed to have other employment or source of income.
9 When married, Plaintiff and her then husband got in trouble for
10 using his mother's car on occasions. Plaintiff's "compensation"
11 was affected by production. In Scientology-speak, the worker's
12 lives revolve around "stats". If "stats" are up, one has
13 survived another dreary week. If "stats" are down, things get
14 ugly.

15 24) Plaintiff was required to wear a uniform at work and
16 could have her pay docked if she did not take proper care of her
17 work uniform. Plaintiff was confined to her place of employment.
18 She needed someone's permission to take time off or attend to
19 personal matters. For purposes of the labor laws, as a matter of
20 economic and practical reality, and as a matter of what CSI
21 presents to be contracts of employment, Plaintiff was an
22 "employee" of Defendant CSI.

23 25) An alternative reason for tolling the statue of
24 limitation provisions is Defendant's practice of failing to give
25 employees notice of their rights as is required by law.
26 Defendant failed to give required notices of labor rights and
27 demanded bogus waivers and instruments for the purpose of evading
28 law and avoiding payment of even minimum wage to its workforce.

1 Defendant not only fails to give proper notice, it gives a false
2 notice of no rights. This includes the "we do not have to pay
3 you, we are a church" notice to employees, which is false,
4 misleading and contrary to law. Further, the Scientology
5 enterprise including its "Mother Church" CSI, has written
6 policies on how it deals with persons who challenge its conduct
7 and money-making activities. These written policies, and the
8 aggressive and vengeful conduct these policies condone and
9 inspire, are known to those, such as Plaintiff, who work or have
10 worked for Defendant. The Scientology enterprise, including
11 Defendant CSI, has purposely cultivated a reputation as the
12 proverbial 800 pound gorilla. (See e.g. the Wollersheim cases
13 cited below.)The directives of its founder, L. Ron Hubbard, are
14 replete with instructions to use litigation to harass, attack
15 never defend, and disregard the truth for the "higher cause" of
16 Scientology. L. Ron Hubbard preached deceit, domination and the
17 stupidity of WOG's (non-Scientologists). According to a Hubbard
18 dictum of universal truth, the way to control people is to lie to
19 them. Perceived enemies of Scientology are declared "Suppressive
20 Persons" and may be harassed and attacked by the Scientology
21 enterprise. Many former employees are scared and intimidated
22 into silence and submission. Most lawyers will not take a case
23 against Scientology regardless of merit. For these reasons and
24 others, Defendant should be estopped from using a statute of
25 limitation defense to avoid or limit damages.

26 **LAURA DeCRESCENZO'S SCIENTOLOGY STORY**

27 26) Plaintiff was recruited into employment with the
28 Scientology enterprise at an early age. The recruiting started

1 when Plaintiff was nine years old. At age twelve, Plaintiff
2 signed a "Contract of Employment" with the Scientology
3 enterprise. Of course, as a minor she was incompetent to enter
4 into an employment contract. Plaintiff was not allowed to have a
5 copy of the document she signed.

6 27) At age twelve, Plaintiff was required by law to attend
7 school (a real school with real hours, a teacher and an
8 appropriate curriculum) and barred from most types of labor or
9 employment. Compulsory education and child labor laws did not
10 deter Scientology from trying to pressure Plaintiff into dropping
11 out of school, moving across state lines and going to work for
12 CSI at the immature age of twelve. CSI stole Plaintiff's youth
13 and that of many others.

14 28) Plaintiff knew before joining the Scientology work
15 force that she wanted to have children and raise a family of her
16 own. Plaintiff wanted and reasonable expected a somewhat normal
17 life while working for the Scientology enterprise. During the
18 recruitment phase, Plaintiff was told she could run away and join
19 the circus (figuratively speaking), have children, get an
20 education, visit her parents back in New Mexico and get free
21 Scientology. To a young girl with the normal maturity of a
22 twelve year old, this was an attractive sales pitch. But it was
23 not true. Life as a Scientology employee was much different than
24 what was sold to Plaintiff in the recruitment phase of her
25 misadventure.

26 29) Once in, it was all work and little else. Plaintiff
27 discovered she had almost no personal freedom. Planned visits to
28 family were restricted, delayed and cut short. She was 12 - 13

1 years old and not allowed unrestricted access to her parents.
2 She could not visit her parents without special permission and
3 being "sec checked". She would be "sec checked" again upon her
4 return. Sec-checking was mandatory and is described in some
5 detail in the cause of action for intentional infliction of
6 emotional distress.

7 30) While employed by CSI, Plaintiff was on occasion
8 assigned to work in the Rehabilitation Project Force ("RPF").
9 Work on the RPF is designed to control, coerce, punish, inflict
10 emotional distress and break the will of the victim. The working
11 conditions are severely harsh. Personal liberty is non-existent.
12 Plaintiff worked on the RPF for over two years, which caused her
13 significant emotional distress.

14 31) Plaintiff eventually decided to leave but needed an
15 escape plan. The Scientology enterprise, including Defendant
16 CSI, uses various techniques to keep workers on the job and
17 providing cheap labor. Plaintiff knew of various enforcement
18 procedures and knew she had to find a creative way out.
19 Plaintiff also knew that the Scientology enterprise, including
20 Defendant CSI, was somewhat paranoid about workers dying or
21 committing suicide at one of Scientology's main bases. (A death
22 may cause an inconvenient investigation.) Therefore, to escape,
23 Plaintiff swallowed bleach while being sure this was witnessed.
24 Plaintiff was distraught and desperate to get out. She exhibited
25 suicidal tendencies and was dubbed a security risk. Plaintiff
26 had found a way out; however, she was still forced to leave on
27 the employer's terms.

1 32) After being deemed a suicide risk for swallowing
2 bleach, Plaintiff was brought into a room to sign her "exit"
3 papers. Plaintiff was under extreme duress and just wanted to
4 get out without having to undergo hours or days of emotional
5 abuse. There was no negotiation over her escape papers. She was
6 required to sign various papers before being allowed to leave the
7 room. Plaintiff signed the papers to get out and was not given
8 copies. Plaintiff did not fully understand the papers, or the
9 process, except that it had to be endured if she wanted out.
10 Plaintiff had to sign the papers to leave the room and get out.
11 Plaintiff partially recalls some of the content. The papers
12 contained a list of her "crimes" and confidential matters
13 revealed in the "sec checking" procedure described above. There
14 were recitations about how great Scientology was and how bad she
15 was, and various terms about not disclosing the working
16 conditions at CSI and not suing Scientology for its wrongs.
17 Plaintiff did not freely consent to the unconscionable and
18 unlawful terms of her termination papers. These documents were
19 signed by Plaintiff under duress, mistake of fact and law, and
20 under improper conditions and coercion.

21 33) Plaintiff submits that this exit process is in itself
22 illegal and improper. It is a coerced procedure and involves
23 elements of fraud, deceit and undue influence. The resulting
24 papers cannot exculpate Scientology from violations of the labor
25 laws. (Authorities cited elsewhere.) The papers purport to
26 waive rights that cannot be so waived, and are believed to
27 include liquidated penalty provisions that are void as against
28 public policy. This heavy-handed and deceitful "exit" procedure

1 serves to extend the stature of limitations for actions that do
2 not accrue until discovery of the action, such as this case, and
3 constitutes fraudulent concealment of rights sufficient to
4 equitably toll applicable statutes of limitations.

5 34) During her "exit interview" process, it was falsely
6 misrepresented to Plaintiff that she had no claims or rights, had
7 no recourse against CSI and others, and that she owed CSI
8 approximately \$120,000 for her on-the-job training since age
9 twelve. Plaintiff had been taking orders from Defendant since
10 age twelve and was under the undue influence of Defendant CSI and
11 its agents. Plaintiff had little formal education or
12 sophistication as she had been effectively isolated from
13 mainstream society and culture. Initially, Plaintiff attempted
14 to pay off the alleged "debt" to an employer who had underpaid
15 her for years. Plaintiff paid approximately \$10,000 on an
16 unenforceable "Debt" for training and courses that was required
17 by her then employer, Defendant CSI, and was related to her job
18 performance. Plaintiff seeks restitution of payments made on
19 this illegal and improper claim.

20 35) Plaintiff was not given copies of the papers she was
21 pressured to sign at the beginning, during and end of her
22 employment with CSI. Plaintiff is informed and believes that the
23 papers she was required to sign, and in particular the exit
24 documents, are part of a standard operating procedure used by CSI
25 and the Scientology enterprise as an ongoing fraud as against its
26 former victims including Plaintiff herein. Much effort is made
27 to convince the departing employee that the waivers, releases,
28 confidentiality agreements and penalty clauses are legal.

1 Examples of termination papers are posted on the Internet.
2 Presumably Plaintiff was pressured and coerced to sign similar
3 papers to make her escape. Examples of Scientology termination
4 papers on the net recite that former employees must not disclose
5 the working conditions or pay within Scientology, which is a
6 violation of the Labor Code, and that workers will pay "damages"
7 of \$20,000, \$50,000 or more if they exercise their rights of free
8 speech and rights under the Labor Code. These illegal and
9 unenforceable papers intimidate many ex-Scientology employees
10 into silence. Ex-Scientologists know of Hubbard's dictum that
11 the purpose of a lawsuit is to harass and destroy, not to win on
12 the merits. Former staff members and others fear being sued into
13 financial ruin by Scientology. The church has a reputation to
14 live up to. See, e.g. Church of Scientology of Calif. v.
15 Wollersheim (1996) 42 Cal.App.4th 628 (Scientology has sued
16 lawyers, witnesses, judges and the entire Los Angeles Superior
17 Court with respect to a case of emotional distress. See also the
18 underlying case at Wollersheim v. Church of Scientology (1989)
19 212 Cal.App.3d 872)

20 36) Part of Defendant's sales pitch used to lure potential
21 employees such as Plaintiff is the representation that one of the
22 perks of the job is Scientology "advancement". This is basically
23 not true for most and was not true for Plaintiff. In practice,
24 employees, such as Plaintiff, are not allowed to advance very far
25 up the scale. Most are stuck at about where they started for
26 years. Seldom is any significant advancement into Scientology
27 obtainable by employees such as Plaintiff. The higher level
28 teachings of Scientology, including L. Ron Hubbard's Xenu story

1 (the "Genesis" of Scientology), confidential levels and "Advanced
2 Technologies" are unknown to most Scientologists and CSI
3 employees. The cost of "graduating" to the level of the Xenu
4 story is reportedly \$350,000 and up.

5 37) Plaintiff worked for the "Mother Church", CSI, for
6 thirteen years and had to leave and conduct research on the
7 internet to find out what the "religion" of Scientology is all
8 about. If Scientology has a comprehensive "Bible" or other
9 similar materials, they did not give it to Plaintiff.

10 Ironically, most of Scientology dogma is so secret they do not
11 even disclose it to Scientologists. Yet, Defendant CSI suggests,
12 when convenient and self-serving, that employees spend their
13 spare time in religious study, endeavors and contemplation. They
14 are known to suggest that all of their employees are "ministers",
15 although these "ministers" work full time in commercial jobs and
16 know relatively little of the religion they supposedly
17 "minister". At times, Defendant CSI suggests that it has zero
18 employees. That is not true. Defendant CSI has many employees
19 and Plaintiff was one of them. At times herein material,
20 Plaintiff was an employee working a non-religious job in a
21 commercial enterprise for illegal wages. Whether or not the
22 "church" was also a religious enterprise is irrelevant. As
23 recognized by courts in cases such as Alamo, *supra*, concepts of
24 "religion", "non-profit" and "commercial" are not mutually
25 exclusive. A religion engaged in commercial activities must
26 comply with labor laws.

27 38) In 1996, while working for CSI, Plaintiff became
28 pregnant. She was seventeen at the time, a minor. Having

1 children was against the dictates of top management at
2 Scientology. At age seventeen, Plaintiff had only her job at CSI
3 and was dependant upon CSI for support. Plaintiff had been
4 working for far less than minimum wage, had no money, no car, no
5 place to call her own, and no medical insurance or coverage.
6 Plaintiff felt trapped and without viable options. She had an
7 abortion to keep her position at CSI and not risk the adverse
8 consequence of having her baby. It should not matter, but forced
9 abortions were business practices not "religious" rituals.

10 39) While she was working for CSI, Plaintiff was not told
11 of her rights as an employee of Defendant or of her basic human
12 rights. Plaintiff was not told of her rights to be paid a proper
13 wage for her labor or of her right not to be subjected to
14 physical punishment, sexual discrimination, coercion,
15 intimidation and forced labor. To the contrary, the message CSI
16 and the Scientology enterprise sends to its employees, including
17 Plaintiff, is that the employees must do as they are told, they
18 have no rights, and that the rights and powers of Scientology's
19 upper management are virtually unlimited, apparently because it
20 calls itself a church. Plaintiff had been essentially isolated
21 from the outside world since age twelve. Although Plaintiff was
22 essentially an employee at will who could theoretically quit the
23 employment without breaching a contract of employment, Plaintiff
24 did not know that to be her true situation. Plaintiff believed
25 dire consequences would befall her if she quit working for
26 Defendant. Defendant coerced and intimidated employees in many
27 ways, including the use of purported contracts of employment, as
28 leverage to prevent employees from leaving.

1 40) Plaintiff seeks damages for herself and to make a
2 point. The point being that CSI and other Scientology corporate
3 shells must obey the law - including the labor laws. The goals
4 of this case include stopping the practice of ordering female
5 employees to have abortions, stopping the practice of oppressive
6 child labor and clearing the path for workers of Scientology
7 organizations to obtain the compensation due them under state and
8 federal labor laws. Plaintiff seeks payment for her work at
9 minimum wage, overtime pay and other remedies authorized by law.

10 41) Plaintiff was a "born in" Scientologist. That is the
11 phrase typically used to describe those whose parents were
12 Scientologists and who were recruited and indoctrinated at a
13 young age through no fault or decision of their own. Plaintiff
14 and many of her fellow employees started when they were minors.
15 Plaintiff did not freely, knowingly and competently sign away her
16 rights at age twelve, or at any time thereafter.

17 42) Plaintiff's maiden name is Laura A. Dieckman.
18 Plaintiff uses her maiden name for most purposes; however,
19 Plaintiff's current legal name is Laura Ann DeCrescenzo, which
20 name is the product of a dissolved marriage. Plaintiff is
21 referred to hereinafter as "Laura D." or simply "Plaintiff".
22 Plaintiff is currently a resident of New Mexico.

23 43) Defendant Church of Scientology International (CSI)
24 represents itself to be the "Mother Church" of Scientology. CSI
25 has its principal office and apparent headquarters in Los
26 Angeles, California. The County of Los Angeles is an appropriate
27 venue for this action.

1 44) Religious Technology Center (hereinafter "RTC")
2 purports to be a California non-profit corporation. RTC's role
3 in the corporate shell game of the Scientology enterprise is to
4 police access and use of L. Ron Hubbard's works. RTC supposedly
5 protects copyrighted material and trademarks. RTC charges fees
6 for protection of intellectual property rights and is therefore
7 inherently a commercial enterprise. Plaintiff was not employed
8 by RTC; however, RTC is described for informational purposes
9 because it is a Defendant in at least one related case and
10 because the head of RTC, David Miscavige, is well known to be the
11 absolute ruler of the Scientology enterprise. CSI may be the
12 "Mother Church", but RTC and David Miscavige rule the Scientology
13 empire.

14 45) At times herein material, and continuing, Defendant CSI
15 and unnamed entities within the Scientology enterprise including
16 Doe Defendants were and are enterprises conducting business, and
17 employers paying employees to conduct said business, within the
18 State of California and in interstate commerce. Accordingly,
19 said Defendant is subject to California and Federal laws
20 concerning its work force, working conditions, business
21 practices, minimum wage, payment for overtime and the protection
22 of minors. As alleged in more detail herein, Defendant has
23 systematically ignored and violated said laws to the damage of
24 Plaintiff Laura D. and others similarly situated.

25 **FIRST CAUSE OF ACTION FOR RESCISSION**
26 **OF UNLAWFUL/FRAUDULENT INSTRUMENTS**
27
28

1 46) Plaintiff realleges and incorporates the above
2 paragraphs in their entirety and the allegations below in the
3 Second and Third Causes of Action.

4 47) Plaintiff alleges that Defendant CSI, and its agents,
5 mislead, deceived and/or coerced Plaintiff into signing various
6 purported admissions, acknowledgments, waivers, releases,
7 confidentiality agreements and employment contracts during the
8 course of Plaintiff's employment and termination of said
9 employment.

10 48) Plaintiff was not allowed to have copies of the
11 documents Defendant CSI coerced and pressured her into signing
12 and therefore cannot attach hereto as Exhibits the specific
13 documents in question to be rescinded, negated and confirmed null
14 and void pursuant to this cause of action.

15 49) Plaintiff is informed and believes that said documents
16 are unlawful, unconscionable and otherwise properly the subject
17 of this cause for rescission and/or cancellation.

18 50) Plaintiff is informed and alleges that said documents
19 purport to waive Plaintiff's entitlement to the protection of
20 State and Federal laws including her right to be paid minimum
21 wage and overtime for her labors for Defendant CSI. The right to
22 minimum wage and overtime is not waivable as a matter of law.
23 Further, any such purported waiver of labor law protections would
24 be unlawful and ineffective. See e.g. Labor Code §§206.5, 1194,
25 Civil Code §3513 and Gentry v. Superior Court (2007)42 Cal. App.
26 4th 443, 456. Further, Plaintiff has certain inalienable rights
27 under the California Constitution that could not be and would not
28 be waived by the documents in question.

1 51) Plaintiff is informed and alleges that said documents
2 purport to exculpate Defendant and its agents from wrongful,
3 unlawful and illegal conduct in violation of Civil Code Sections
4 1667 and 1668. Civil Code §1668 states as follows:

5 “All contracts which have for their object,
6 directly or indirectly, to exempt any one from
7 responsibility for his own fraud, or willful
8 injury to the person or property of another, or
9 violation of law, whether willful or negligent,
10 are against the policy of the law.”

11 52) In addition to purportedly waiving rights that cannot
12 be waived, Plaintiff is informed and alleges that said documents
13 were executed under a lack of proper and freely given consent
14 (Civil Code 1565-8), and are unconscionable, unenforceable and
15 otherwise invalid and subject to rescission and/or cancellation
16 by reason of duress, menace, fraud, undue influence, mistake and
17 being unlawful. (See Civil Code §§1569-1580.) Further,
18 unconscionable terms are unenforceable as a matter of law. (See
19 Civil Code §1670.5.)

20 53) Plaintiff is therefore legally entitled to rescind
21 and/or cancel any and all purported documents signed by her
22 during the course of and at the termination of her employment
23 with Defendant CSI to the extent said documents purport to waive
24 rights that cannot be and were otherwise executed under improper
25 circumstances.

26 54) An action based upon rescission of an instrument in
27 writing may be commenced within four years of discovery of the
28 grounds for rescission such as fraud or mistake tainting any such

1 improper and invalid term or contract. Plaintiff brings this
2 action based upon rescission within four years of discovery of
3 the grounds. The action is therefore timely under CCP §337(3).

4 55) Plaintiff therefore seeks rescission and cancellation
5 of all documents in which she, directly or indirectly,
6 essentially and in effect, potentially waived her rights and
7 claims under the labor and human trafficking laws, free speech
8 and other inalienable rights under the California Constitution.

9 **SECOND CAUSE OF ACTION FOR VIOLATION**

10 **OF B&P CODE §17200 ET. SEQ**

11 56) Plaintiff realleges and incorporates the above
12 paragraphs in their entirety and the allegations below in the
13 Second and Third Causes of Action.

14 57) Defendant has engaged in an improper and illegal course
15 of conduct to coerce the performance of abundant cheap labor and
16 evade labor laws with respect to its employees, including
17 Plaintiff herein. Defendant CSI engaged in unlawful, unfair and
18 fraudulent business practices to the damage of Plaintiff and
19 others. Defendant CSI's improper activities include, but are not
20 limited to:

- 21 a) failure to pay minimum wage;
- 22 b) failure to pay overtime;
- 23 c) failure to pay Social Security taxes for employees
- 24 d) failure to give proper breaks, rest periods and days
25 off;
- 26 e) depriving minors of required education;
- 27 f) working minor employees illegal hours at illegal
28 tasks;

- 1 g) not paying full wages due within 72 hours of
2 termination (In Plaintiff's case that would be
3 several years of wages earned but not paid.);
- 4 h) demanding releases for wages due or to become due in
5 violation of the Labor Code;
- 6 i) refusing employees access to their files;
- 7 j) coercing workers to sign instruments that
8 purportedly govern employment rights upon demand and
9 refusing to give workers copies of required
10 documents;
- 11 k) Subjecting Plaintiff to the Rehabilitation Project
12 Force ("RPF"). Plaintiff was subjected to
13 incredible physical and emotional abuse while
14 working in the RPF for over two years;
- 15 l) using the threat of debt to coerce employees;
- 16 m) Upon termination of employment, CSI claimed that
17 Plaintiff breached various covenants of employment
18 and owed CSI approximately \$120,000 for purported
19 training while working for CSI. The demand for
20 payment for purported training was a further attempt
21 to pay less than legal wages for labor performed, an
22 unconscionable and unenforceable claim, a threat
23 used to intimidate and coerce employees into
24 continuation of working under unlawful conditions,
25 and an illegal demand that an employee pay back
26 compensation or employee benefits. The use of the
27 "Freeloader Debt" to force workers into the
28 performance of labor for Defendant is one of the

1 threats and coercive tactics used by Defendant to
2 insure a continuation of forced labor from Plaintiff
3 and other employees. Further, Plaintiff paid over
4 \$10,000 on her "Freeloader Debt", which is sought
5 herein as additional restitution damages;

6 n) Defendant CSI coerced Plaintiff into having an
7 abortion when she was still a minor. Plaintiff was
8 required to have an abortion to keep her employment
9 and avoid adverse consequences in her employment;

10 o) Requiring that employees submit to interrogation on
11 a primitive lie detector type device called an e-
12 meter in violation of state and federal laws
13 prohibiting mandatory use of lie detectors or
14 similar devices in interrogations and examinations
15 as a condition of continued employment. See e.g.,
16 Labor Code §432.2;

17 p) Engaging in Human Trafficking in violation of state
18 and federal law as alleged in more detail below;

19 q) Refusing to give employees copies of signed
20 instruments in violation of Labor Code §432;

21 r) Violation of Plaintiff's inalienable rights
22 guaranteed by Article 1, Section 1 of the California
23 Constitution including Plaintiff's right to privacy
24 and to make her own free choice on having children.
25 See e.g. Hill v. National Collegiate Athletic Assn.
26 (1994) 7 Cal.4th 1, 15-16 and American Academy of
27 Pediatrics v. Lungren (1997) 16 Cal.4th 307, 332-
28 334;

1 s) Intimidating and attempting to silence potential
2 witnesses as an obstruction of justice and unfair
3 business practice.

4 58) Consistent with its "the ends justify the means"
5 approach, and the rationale that Scientology is the end to be
6 sought at all costs, Defendant CSI intentionally, consciously and
7 wrongfully made a tactical decision to ignore the labor laws,
8 deceive employees about their rights, take chances with a
9 compliant and intimidated work force, and hope that the running
10 of statutes of limitations would in the long run save Defendant
11 CSI and the Scientology enterprise millions of dollars. For this
12 and other reasons, Defendant should be estopped from asserting
13 any statute of limitation defense to Plaintiff's claims for
14 proper compensation for services rendered and any statute of
15 limitation should be found inapplicable as a defense by reason of
16 Defendant's deceit and concealment concerning Plaintiff's rights.

17 59) Plaintiff has suffered injury in fact and has standing
18 to sue under B&P Code §17203 by reason of the illegal and unfair
19 business practices alleged herein. Among other things, upon
20 termination of her employment in 2004, Plaintiff was entitled to
21 timely payment of all compensation earned but not paid during her
22 employment at CSI. At the time of termination, Defendant owed
23 Plaintiff at least four years of back pay under B&P §17200 and
24 the Labor Code, and potentially more pursuant to alternative
25 legal theories under consideration, all of which comes to an
26 amount well in excess of \$100,000 and which will be sought in
27 accordance with proof at trial. Substantial back pay was due
28 under the Labor Code. Further, Defendant's continued violation

1 of the Labor Code satisfies the requirements of the "continuing
2 violations doctrine". Under said doctrine all unpaid wages over
3 the many years of Defendant's "continuing violations" of the
4 Labor Code are recoverable herein. See e.g. Watson v. Department
5 of Rehabilitation, 212 Cal. App. 3d 1271, 1290. Full back pay
6 for all years of work are also recoverable as human trafficking
7 damages. Plaintiff also seeks and is entitled to restitution of
8 amounts paid to CSI after her termination on the false
9 "Freeloader Debt" claim.

10 60) Plaintiff brings this action for the public good and is
11 therefore entitled to recover reasonable attorney's fees and
12 costs. (C.C.P. 1021.5)

13 **THIRD CAUSE OF ACTION FOR DISCRIMINATION**
14 **AND INVASION OF PRIVACY**

15 61) Plaintiff realleges all paragraphs above in support of
16 her second cause of action for sex-based discrimination.

17 62) Plaintiff was employed by Defendant CSI from 1991 to
18 2004. During this time, Plaintiff became pregnant on one
19 occasion. Plaintiff was coerced to terminate the pregnancy by a
20 forced abortion. Plaintiff was required to abort her child to
21 remain an employee in good standing with Defendant and to avoid
22 adverse consequences in her future employment. Further,
23 Plaintiff was intimidated and coerced into not becoming pregnant
24 again, or having a family, to keep her employment with Defendant
25 CSI. Plaintiff is aware that coercing employees to have unwanted
26 abortions was a relatively common practice at CSI and in the
27 Scientology enterprise. Plaintiff has knowledge of other female
28 employees ordered to have abortions.

1 63) Forcing pregnant employees to have abortions
2 constitutes discrimination against female employees, a violation
3 of state and federal law and a violation of Plaintiff's
4 inalienable constitutional rights, including the rights of
5 privacy. See e.g. Rojo v. Kliger (1990) 52 Cal.3d. 65, 82, 89-
6 90, Hill v. National Collegiate Athletic Assn., *supra* and
7 American Academy of Pediatrics v. Lungren, *supra*. Defendant
8 ordered and coerced abortions primarily to get more work out of
9 their female employees and to avoid child care issues.

10 64) While employed by CSI, Plaintiff was subjected to hours
11 of questioning on a device known as an e-meter. The e-meter was
12 represented to Plaintiff by Defendant to be an almost infallible
13 lie detector that would reveal any lies or omissions. Plaintiff
14 was led to believe she could have no secrets or private thoughts
15 that would not be discovered by Defendant and used against her.
16 Plaintiff's rights of privacy were coercively violated by the use
17 of the e-meter interrogation process, (see e.g. Labor Code
18 §432.2) and which constitutes actionable invasion of privacy
19 under California tort law.

20 65) Pursuant to the law, Plaintiff is entitled to an award
21 for reasonable attorney's fees and costs and damages for forced
22 abortions and invasion of privacy according to proof. This claim
23 is made for the public good and to discourage this outrageous
24 conduct from continuing into the future.

25 **FOURTH CAUSE OF ACTION FOR HUMAN TRAFFICKING**

26 66) Plaintiff realleges all paragraphs above in support of
27 her third cause of action for human trafficking.
28

1 67) Penal Code Section 236.1 states in pertinent part as
2 follows: "(a) Any person who deprives or violates the personal
3 liberty of another..., to obtain forced labor or services, is
4 guilty of human trafficking."

5 68) Subsection (d)(1) of Penal Code Section 236.1 clarifies
6 that a victim's personal liberty is deprived when there is a
7 "substantial and sustained restriction of another's liberty
8 accomplished through fraud, deceit, coercion, violence, duress,
9 menace, or threat of unlawful injury to the victim or to another
10 person[...]"

11 69) Subsection (d) of Penal Code Section 236.1 defines
12 "forced labor or services" as "labor or services that are
13 performed or provided by a person and are obtained or maintained
14 through force, fraud, or coercion, or equivalent conduct that
15 would reasonably overbear the will of the person."

16 70) California Civil Code Section 52.5 authorizes a civil
17 cause of action for victims of human trafficking, and which
18 defines human trafficking by reference to Penal Code Section
19 236.1.

20 71) Defendant CSI deprived Plaintiff of her personal
21 liberty by substantially restricting her freedoms and by its
22 systematic practice of threatening, coercive tactics, which were
23 and are intended to restrict workers such as Plaintiff from
24 freedom of movement, thought and choice, and from obtaining
25 access to the outside world, deprive them of meaningful
26 competitive options, and subjugate the workers' will to that of
27 Defendant. Plaintiff was forced to expose her thoughts in lie
28 detector type sessions. It was dangerous to even think of

1 escaping. Defendant thus deceitfully, fraudulently and
2 coercively secured, at the expense of Plaintiff's liberty, forced
3 labor at subhuman wages.

4 72) Plaintiff was deprived of normal liberties as a matter
5 of standard course. Her freedom of movement was essentially
6 restricted to her base. Contact with the outside world was very
7 limited and strictly controlled by Defendant. When Plaintiff's
8 liberties weren't being deprived, they were being violated by
9 Defendant, who opened and read Plaintiff's mail. Foreign workers
10 had their passports taken.

11 73) Defendant would subject workers who fail to follow
12 orders to severe, sometimes corporal, punishment. Workers who are
13 caught trying to escape have been physically assaulted and
14 restrained. Defendant employs one particular punishment which
15 involves relegating workers to a program known as the
16 Rehabilitation Project Force (or "RPF"). Workers assigned to the
17 RPF are subjected to a brutal regimen of manual labor, have no
18 freedom of movement and are subjected to almost total
19 deprivations of personal liberties.

20 74) The RPF, and similar atrocities, are used to coerce
21 workers into providing cheap labor and working under illegal
22 conditions. Plaintiff spent over two years on the RPF and was
23 headed back to the RPF when she escaped by swallowing bleach and
24 pretending to be suicidal.

25 75) Plaintiff has been damaged by reason of providing
26 forced labor to Defendant, which damages will be sought in
27 accordance with proof at trial and to the full extent authorized
28 by law, including Civil Code Section 52.5 et seq.

**FIFTH CAUSE OF ACTION FOR INTENTIONAL
INFLICTION OF EMOTIONAL DISTRESS**

1
2
3 76) Plaintiff realleges all paragraphs above in support of
4 her fourth cause of action for intentional infliction of
5 emotional distress.

6 77) Defendant CSI, as part of the Scientology enterprise,
7 uses infliction of emotional distress as a tool to subjugate its
8 workers such as Plaintiff. Defendant CSI intentionally inflicted
9 emotional distress on Plaintiff to control, coerce, manipulate,
10 punish and deceive her. In particular, Defendant's use of the
11 RPF and "sec checking" procedures on a primitive lie detector
12 were calculated to inflict substantial emotional distress upon
13 Plaintiff.

14 78) Security checking is a process whereby an employee,
15 such as Plaintiff, is interrogated on a primitive lie detector
16 known as an e-meter. This process is designed and employed to
17 make sure that the worker has no thoughts of trying to escape or
18 becoming a Scientology risk. Employees such as Plaintiff are
19 told, and come to believe, that they can have no secrets from
20 management. Any such secrets or bad thoughts will be exposed in
21 "sec checks" on the e-meter. This process started for Plaintiff
22 on or before her first planned visit with her parents and
23 continued for her fifteen years of working for Defendant CSI.
24 The sec checking procedure constitutes a gross invasion of
25 privacy and is used to gather embarrassing data on employees.
26 The threat of using confidential and embarrassing information
27 collected and recorded in the "sec check" process is used to
28

1 control employees such as Plaintiff. This practice borders on
2 blackmail and violates both State and Federal law.

3 79) In the RPF, Plaintiff was forced to do manual labor and
4 live under incredibly harsh conditions. Plaintiff's pay was
5 docked while working in the RPF for Defendant CSI and she was
6 closely guarded at all times. Plaintiff was confined to
7 particular areas and her personal liberties and rights were
8 violated on a continual basis. Further, Plaintiff only recently
9 learned that CSI may have legal responsibility for its wrongful
10 conduct and that this legal responsibility would not be destroyed
11 or lost by reason of documents Plaintiff was coerced into signing
12 under duress when she was "offloaded" as a security risk for
13 swallowing bleach and exhibiting suicidal thoughts or tendencies.

14 80) At times herein material, Defendant CSI intentionally
15 inflicted serious emotional distress upon Plaintiff all to her
16 damage, which will be sought in accordance with proof at trial.
17 Irrespective of whatever it claims to be, profit or non-profit,
18 CSI is not immune to suits for tortious conduct such as
19 infliction of emotional distress. See e.g. Wollersheim v. Church
20 of Scientology (1989) 212 Cal.App.3d 872, 880, Molko v. Holy
21 Spirit Assn. (1988) 46 Cal.3d 1092 and Richelle L. v. Roman
22 Catholic Archbishop (2003) 106 Cal.App.4th 257, 276-9.

23 81) Defendant CSI, its agents and controlling persons acted
24 with malice and in accordance with the stated and unstated, but
25 true, policies of CSI and the Scientology enterprise in
26 inflicting emotional distress upon Plaintiff.

27 **SIXTH CAUSE OF ACTION FOR OBSTRUCTION OF JUSTICE**

1 82) Plaintiff realleges all paragraphs above in support of
2 her fifth cause of action for obstruction of justice/witness
3 tampering and retaliation in violation of the California Labor
4 Code.

5 83) Plaintiff and others similarly situated have a legal
6 right to pursue valid claims against the Scientology enterprise,
7 including Defendant CSI, petition the courts for labor abuses and
8 human trafficking without retaliation, petition this court for
9 redress and remedies, use legal process to gather and compel the
10 production and introduction of evidence in support of her case.
11 Defendant CSI and the Scientology enterprise are wrongfully
12 trying to buy-off, intimidate and coerce potential witnesses
13 favorable to Plaintiff's case. This course of conduct is illegal
14 under the California Penal Code (See Sections 136.1, 189 & 139)
15 and unlawful under common law and B&P §17200 as an unfair and
16 unlawful business practice. Plaintiff's remedies include
17 restitution and injunctive relief barring such witness tampering
18 as a wrongful business practices under B&P §17200 et. seq.

19 84) The Scientology enterprise, including the "Mother
20 Church" CSI, has engaged in conduct designed to intimidate
21 potential witnesses and former employees with similar experiences
22 and claims. Defendant has engaged in a wrongful course of
23 conduct to interfere with cases brought against any Scientology
24 organization including Defendant CSI and retaliate against
25 persons with labor claims against CSI and/or persons having
26 admissible evidence adverse to Defendant CSI.

27 85) Plaintiff is informed and believes that potential
28 witnesses and former employees with similar claims have been

1 contracted by Defendant's nefarious Office of Special Affairs
2 ("OSA"). Various threats have been made against relatives of
3 potential witnesses, co-claimants and/or potential class members,
4 should this evolve into a class action. Reportedly, persons have
5 been coerced, intimidated or pressured into signing various
6 documents that purport to be waivers, statements of non-
7 liability, confidentiality agreements and liquidated damage
8 agreements. Some have refused to sign but are wary of getting
9 involved and coming forward with the truth concerning Defendant.
10 The purported agreements being pushed upon potential witnesses
11 and plaintiffs are essentially hush agreements not to testify or
12 come forward with the truth about working conditions in
13 Scientology organizations. Defendant is coercing and deceiving
14 people into giving up their liberty of speech and potential
15 claims against Defendant CSI. See California Constitution
16 Article 1, §2. Defendant and its agents are engaged in a
17 wrongful attempt to cover-up illegal conduct.

18 86) Defendant's gag agreements are intended to silence
19 potential witnesses who know the truth about working conditions
20 at CSI. Plaintiff seeks to challenge this wrongful, illegal
21 conduct and free all witnesses to come forward and give their
22 evidence, without fear of retaliation from the Scientology
23 enterprise.

24 87) Plaintiff is informed and believes, and according to a
25 post on the Internet by one of Scientology's former top leaders,
26 that the leader of the Scientology enterprise is offering hush
27 money in the form of "forgiving" Freeloader Debts to people who
28 sign agreements not to join in or give any assistance to labor

1 cases being brought against CSI and RTC. This case falls into
2 that category of labor cases adverse to CSI.

3 88) In addition to past gag agreements executed under
4 duress by departing employees, Defendant CSI and its Scientology
5 operatives have gone on a "mission" to silence and buy off
6 witnesses and potential plaintiffs in the pending labor cases
7 currently filed in Los Angeles Superior Court.

8 89) In addition to buying silence with the purported debt
9 forgiveness, Defendant CSI has used threats of punishing friends
10 and family as the currency with which to buy off potential
11 witnesses and claimants.

12 90) Defendant's efforts to silence witnesses by threats,
13 coercion, forgiveness of alleged "Freeloader Debt" and threats
14 of breaking up families, constitutes obstruction of justice,
15 witness tampering and illegal retaliation for making claims under
16 the California Labor Code. This conduct also constitutes an
17 unfair business practice under B&P §17200.

18 91) The wrongful intimidation into silence of even one
19 potential witness is a loss that should not be tolerated by this
20 or any court. Plaintiff and others seeking justice against
21 Scientology will be damaged by Defendant's wrongful conduct and
22 will incur additional costs and attorney's time by reason of
23 wrongful purported confidentiality agreements that Scientology
24 has effectuated, and will continue to pursue, in its mission to
25 defeat labor claims by coercing and intimidating potential
26 plaintiffs and witnesses.

27 WHEREFORE, Plaintiff requests:

28 1) A jury trial;

