

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
6

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)
19)
20)
21)

CASE NO. BC411018

PLAINTIFF'S FIRST AMENDED
COMPLAINT FOR:

- 1) RECISSION OF UNLAWFUL,
FRAUDULENT INSTRUMENTS
- 2) UNPAID WAGES RECOVERABLE
UNDER B&P §17200 ET. SEQ
- 3) DISCRIMINATION & INVASION
OF PRIVACY
- 4) FORCED LABOR aka HUMAN
TRAFFICKING
- 5) INTENTIONAL INFLECTION OF
EMOTIONAL DISTRESS
- 6) OBSTRUCTION OF JUSTICE
- 7) FRAUD AND DECEIT

ASSIGNED TO THE HONORABLE
RONALD M SOHIGIAN, DEPT. 41

22
23 **OVERVIEW**

24 1) There are two very different versions of Scientology.
25 There is the Scientology as presented to the outside world and
26 there is a different Scientology in which Plaintiff lived and
27 worked for approximately thirteen years. In the Scientology
28 world Plaintiff experienced, twelve year old children are taken

1 from their homes, asked to sign employment contracts and put to
2 work. Pregnant women are coerced to have abortions. Employees
3 work 100 hour weeks in secular activities for wages far below
4 minimum wage. There are no contributions to Social Security or
5 employee pensions, although there is plenty of money to pay
6 Scientology's Chairman of the Board, private investigators and
7 lawyers. Personal freedoms are restricted and severe punishments
8 are used to keep employees in line. Passports are taken from
9 foreign workers and the infirm are discarded if they cannot
10 perform. For reasons obvious to those who know the real
11 Scientology, it fears the truth and works hard to suppress and
12 deny it at almost any cost. That is the context of this
13 litigation.

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

27 3) Plaintiff's First Cause of Action seeks to rescind,
28 cancel, void, negate and confirm unenforceability of the

1 purported waivers, confidentiality agreements and penalty clauses
2 she was forced to sign by Defendant and/or its agents. As shown
3 below, most, if not all, of the rights in question cannot be
4 waived. After addressing various purported waivers and related
5 documents which are unlawful and unenforceable on numerous
6 grounds, including coercion and duress, Plaintiff seeks to
7 recover compensation, with interest, due her for her years of
8 work for Defendant CSI at below minimum wage and for forced and
9 coerced labor under the Human Trafficking laws. Labor Code
10 §218.6 expressly provides for interest on unpaid wages from the
11 date payment was due.

12 4) The right to minimum wage is not waivable. The Labor
13 Code expressly provides that an employee may recover minimum wage
14 in a civil action even if there was an agreement to the contrary
15 (Labor Code §1194). It is unlawful for an employer to seek a
16 waiver of wage claims (Labor code §206.5). Unlawful contracts
17 are invalid (C.C. 1667, 1668 & 1689); violations of law cannot be
18 excused by exculpatory clauses (C.C. 1668); and contracts tainted
19 by fraud, duress, coercion, mistake or unconscionable terms are
20 invalid and subject to rescission. See, e.g. Civil Code §§1565
21 et. seq. and Civil Code 1688 et. seq.) The statute of
22 limitations applicable to this case is four years from discovery
23 of grounds for rescission or for an action under B&P §17000; and
24 five years for human trafficking. Plaintiff has timely filed
25 this action. (See e.g. CCP 337 & 338.)

26 5) Plaintiff started working for a Scientology
27 organization in her hometown at the age of nine. She obtained a
28 work permit and became effectively a full-time employee of

1 Scientology from age ten. At age 12, Plaintiff signed her first
2 "Contract of Employment". She left school, home and family to
3 work for the Church of Scientology International ("CSI"). This
4 required that plaintiff move to another state. She was married
5 to a co-worker at age sixteen, became pregnant while still a
6 minor and was coerced by CSI to have an abortion at age
7 seventeen. Plaintiff escaped in 2004 at age twenty-five. For
8 over 13 years, Plaintiff worked under illegal conditions and for
9 illegal pay. There are hundreds, probably thousands, of past and
10 present employees of CSI who experienced similar violations of
11 rights, however, most are ignorant of their rights, under the
12 misapprehension they had no rights or are fearful that they might
13 be sued or attacked under color of law by reason of purported
14 agreements including unlawful and unenforceable waivers, penalty
15 and gag provisions.

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

23 **BASIC SUPPORTING LEGAL PRINCIPLES**

24 7) Plaintiff's case is supported by statutory law and
25 decisions of the U.S. Supreme Court, the California Supreme
26 Court, the California Court of Appeals and the Ninth Circuit
27 Court of Appeals. Defendant CSI, which is part of the
28 Scientology enterprise ("Scientology"), typically claims First

1 Amendment or waiver type defenses to violations of state and
2 federal law; however, under controlling authorities Defendant is
3 subject to labor laws and other neutral laws of general
4 applicability. Further, certain legal and fundamental rights in
5 question cannot be waived. Defendant's efforts to escape
6 responsibility for illegal acts by coercing exculpatory contracts
7 and forcing waivers and admissions under duress are ineffective
8 as a matter of law. See e.g. Civil Code §1668. (Additional
9 authorities are referenced and cited below.)

10 8) The U.S. Supreme Court has ruled that non-profit and
11 religious entities must abide by labor laws including laws on
12 wages and employment of minors. In the Alamo case (cited below),
13 the court also found that persons performing work for a religious
14 entity are covered by the labor laws even if they claim not to
15 want or qualify for the protection of the labor laws. Workers of
16 religious entities are protected by the labor laws irrespective
17 of whether workers consider themselves to be employees. The
18 protection of labor laws cannot be waived or negated by having
19 workers claim to be "volunteers" not "employees". For purposes
20 of minimum wage and child labor laws, employment is evaluated by
21 reference to facts and conduct, not labels and legalistic form
22 documents. Under the Federal labor laws, the courts employ a
23 test of "economic reality" in evaluating the employer/employee
24 relationship. See, e.g. Tony & Susan Alamo Foundation v. Sec. of
25 Labor, (1985) 471 US 290. In accord, Mitchell v. Pilgrim
26 Holiness Church Corp. 210 F.2d 879 (7th Cir. 1954). See also,
27 Prince v. Massachusetts, (1944) 321 U.S. 158 (Child Labor).

1 9) The California Supreme Court and the Ninth Circuit
2 Court of Appeals have also found in well-considered opinions that
3 a religion, which CSI claims to be, would not be exempt from laws
4 of general applicability such as the labor laws. There is no
5 constitutional right to exemption from minimum wage and child
6 labor laws. Elvig v. Calvin Presbyterian Church, 397 F.3d 790,
7 792 (9th Cir. 2003) (citing 3 U.S. Supreme Court cases). See
8 also, North Coast Women's Care Medical Group, Inc. v. Superior
9 Court, (2008) 44 Cal.4th 1145.

10 10) The California courts also require that employment be
11 evaluated by objective standards. An "employee" who is called an
12 independent contractor, a volunteer or religious worker is still
13 an employee. The misclassification of workers to avoid the cost
14 of employment has been rebuffed by the appellate courts and is
15 the subject of a warning in the Department of Industrial
16 Relations website, which cites JKH Enterprises, Inc. v.
17 Department of Industrial Relations (2006) 142 Cal.App.4th 1046.
18 A leading California case on this point is S. G. Borello & Sons,
19 Inc. v. Department of Industrial Relations (1989) 48 Cal.3d 341
20 ("The label placed by the parties on their relationship is not
21 dispositive, and subterfuges are not countenanced", Borello,
22 supra at 48 Cal. 3d 349). Share farmers who sign printed forms
23 expressly "agreeing" to be independent contractors not
24 "employees" are still employees in the eyes of the law. Borello,
25 supra at 48 Cal.3d 357. As the court observed when evaluating
26 employment in Estrada v. FedEx Ground Package System, Inc. (2007)
27 154 Cal.App.4th 1, 10: "...[I]f it looks like a duck, walks like a
28 duck, swims like a duck and quacks like a duck, it is a duck."

1 Simply put, if it looks like employment and has the attributes of
2 employment, it is employment, for purposes of the labor laws.
3 The waiver rule applies to attempted mischaracterization of
4 employees. An "employee" does not effectively waive any rights
5 by signing employment documents in which the employee "agrees" to
6 be a non-employee - be it a false designation of independent
7 contractor or something similar under labor laws such as
8 "volunteer" (Borello, Id). The protections of the labor laws
9 cannot be lost, and the underlying reality is not changed, by
10 Scientology's aggressive use of self-serving documents (Borello,
11 Id). See also, Civil Code §3513, Labor Code 1194, County of
12 Riverside v. Superior Court (Madrigal) (2002) 27 Cal.4th 793 and
13 Abramson v. Juniper Networks, Inc. (2004) 115 Cal.App.4th 638.
14 Also pertinent is Civil Code §1668, which confirms that
15 exculpatory contracts are unenforceable.

16 **EMPLOYER ATTEMPTS TO AVOID LABOR LAWS ARE INEFFECTIVE**

17 11) Under the above-mentioned principles applied by the
18 U.S. Supreme court in Alamo and the California Supreme Court in
19 Borello, the parties' claims, recitations and documents do not
20 control application of the labor laws. Allowing employees or
21 employers to disavow labor law protections would effectively make
22 minimum wage and other labor laws optional to the employer, not
23 mandatory, which is not the law. The labor laws protect the
24 weaker employee from being exploited by the stronger employer and
25 against the "evils of overwork". See e.g. Gentry v. Superior
26 Court (Circuit City Stores, Inc.) (2007) 42 Cal.4th 443 at 445-6.
27 The public policy of protecting employees from overbearing
28 employers is particularly applicable where the worker is

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

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

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

14 **FURTHER SUPPORT SHOWING THAT PLAINTIFF WAS AN EMPLOYEE**

15 14) Scientology documents refer to its workers as
16 employees. For example, Scientology's own website,
17 www.Scientologytoday.org, has a somewhat fanciful description of
18 the Sea Org, and notes that the "Sea Org" is not the employer,
19 however it is also acknowledged that workers sign employment
20 contracts with the "church" that employs them. In this case,
21 Defendant CSI, not the Sea Org, is the employer. Scientology's
22 website has the following admission that its workers are, of
23 course, "employees", and that the church, in this case Defendant
24 CSI, employs persons and makes them sign "employment contracts".
25 While these employment contracts are not necessarily "legally
26 binding", Scientology's website claims its workers sign "legally
27 binding" employment contracts. The website states:
28

1 "...All advanced churches and management-echelon
2 church organizations employ only members of
3 the Sea Organization religious order. While
4 such members sign legally binding employment
5 contracts and are responsible to the directors
6 and officers of the church where they are
7 employed..."

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

9 15) In 1993, CSI knew that it employed employees, not
10 volunteers. One of CSI's own publications defines "employee" as
11 follows:

12 "Legally, an employee is defined as someone
13 who performs a service where the employer
14 can control what will be done and how it
15 will be done..." (Tax Compliance Manual
16 Published by Church of Scientology
17 International for use by Churches and
18 Missions of Scientology, 1993)

19 16) This definition of employee in CSI's tax compliance
20 manual focuses on "control" of the employee, and his or her work,
21 as does the definition of "employer" used by the pertinent state
22 agency. The California Division of Labor Standards Enforcement
23 publishes a manual that is available to the public. With respect
24 to employment, on page 21 of the Enforcement Policies and
25 Interpretation Manual of the state agency responsible for
26 enforcing the California labor laws, "employer" is defined as
27 follows:
28

1 "Employer", Defined: The definition of employer for
2 purposes of California's labor laws, is set forth in
3 the Wage Orders promulgated by the Industrial Welfare
4 Commission at Section 2 (see Section 55.2.1.2 of this
5 Manual), and reads in relevant part as follows:

6 "Employer" means any person . . . who
7 directly or indirectly, or through an agent
8 or any other person, employs or exercises
9 control over the wages, hours, or working
10 conditions of any person. (See e.g., 8 CCR
11 §11090(2)(F))"

12 In section 2.1, this manual defines the term "employee" as
13 follows: "Generally, the term means any person employed by an
14 employer."

15 17) Defendant CSI was required by law to post various
16 notices concerning wages, hours and working conditions. For
17 example, Industrial Welfare Commission Order 4-2001 applies to
18 clerical employees such as Plaintiff. Under 2. Definitions it
19 defines "employ", "employee" and "employer" as follow:

- 20 a) "Employ" means to engage, suffer, or
21 permit to work.
- 22 b) "Employee" means any person employed by an
23 employer.
- 24 c) "Employer" means any person as defined in
25 Section 18 of the Labor Code, who directly
26 or indirectly, or through an agent or any
27 other person, employs or exercises control
28 over the wages, hours, or working

1 conditions of any person. (Emphasis
2 added)

3 2) This definition of "employer" in California labor law
4 is restated in the Division of Labor Standards Enforcement
5 Manual, Page 2-1 citing 8 CCR §11090(d) (7).

6 **LABOR CODE VIOLATIONS ARE ACTIONABLE**

7 **AS UNFAIR BUSINESS PRACTICES**

8 18) This case addresses labor code violations, and other
9 improper, illegal and unfair business practices, in a second
10 cause of action brought under Business and Professions Code
11 §17200. The operative statute underlying the second cause of
12 action may be triggered by essentially all business torts and
13 statutory violations, including violations of federal law, which
14 are independently actionable under the California body of law on
15 unfair competition and business practices. The California
16 Supreme Court has expressly ruled that labor code violations are
17 actionable under this law. The difference between what was paid
18 as wages and what should have been paid under minimum wage and
19 overtime laws qualifies as restitution damages under B&P Code
20 §17203. Cortez v. Purolator Air Filtration Products Co. (2000) 23
21 Cal.4th 163, 177-179.

22 19) This case has been brought within the applicable
23 limitation periods for a B&P Code §17200 action, for rescission
24 of unlawful contracts, tort claims and for other claims herein,
25 (Case timely filed after discovery of claims. See, e.g. Broberg
26 v. The Guardian Life Ins. Co. of America (3/2/09 __ Cal App 4th __
27 (B199461)) and the five year period for human trafficking
28 actions. With respect to setting aside bogus agreements and

1 waivers, it is also timely. See CCP §337 & 338. To the extent
2 Defendant may attempt to use statute of limitation arguments to
3 limit damages or attack certain aspects of this case, Defendant
4 should be estopped. Defendant's deceitful and atrocious conduct
5 should operate to equitably toll any statute of limitations and
6 equitably estopp Defendant from using time bars to escape
7 liability for an ongoing course of illegal and coercive conduct.
8 Defendant's treatment of those who labor for the Scientology
9 enterprise has been and continues to be offensive to law, public
10 policy and inalienable rights guaranteed to Plaintiff and others
11 by Article 1 Section 1 of the California Constitution.

12 20) Plaintiff does not have copies of any instruments such
13 as purported releases, non-contracts, waivers and similar
14 documents forced upon her and other employees. Plaintiff does
15 not recall the details of what she signed. Although the
16 Scientology enterprise, and Defendant CSI, expends great effort
17 in creating a self-serving "paper" defense, the statutory right
18 to receive legal pay embodied in Section 1194 is unwaivable as
19 stated by the California Supreme Court in Gentry v. Superior
20 Court (2007)42 Cal. App. 4th 443 at 456. See also, Labor Code
21 §1194 & 206.5 and Borello cited above. The U.S. Supreme Court
22 has held that the protections of the federal labor laws cannot be
23 abridged or waived. See e.g. Barrentine v. Arkansas-Best Freight
24 System, (1981) 450 U.S. 728, 740. In addition to statutory
25 restrictions on waivers and agreements contrary to public policy,
26 any purported written waiver of employment rights or wages
27 legally due would not be enforceable on numerous other grounds
28 including duress, menace, illegality and lack of consideration.

1 Under controlling laws, Defendant had a non-waivable duty to
2 comply with wage and minor labor laws. Defendant breached said
3 duty. While Plaintiff made no voluntary or effective waiver of
4 pertinent rights, any such waiver, contract or concession would
5 be improper on numerous grounds supported by the Labor Code
6 §1194, the Civil Code and common law. See e.g. Gentry v.
7 Superior Court (2006)135 Cal. App. 4th 944 and Civil Code §1668
8 (Exculpatory documents ineffective as a matter of law).

9 21) The core facts are not subject to serious dispute.
10 Plaintiff was employed by Defendant CSI. AS an employee
11 Plaintiff was, and is, entitled to the full protection of state
12 and federal labor laws. As a citizen who worked in the State of
13 California, Plaintiff is entitled to the protection of state law
14 and the inalienable rights guaranteed by the California
15 Constitution. Defendant CSI violated numerous duties owed to
16 Plaintiff as an employee, and as a person with basic human
17 rights, including the right not to be subjected to forced labor,
18 human trafficking and common law torts.

19 **DEFENDANT USES ECONOMIC COERCION**

20 **AND THREATS OF ABUSIVE LEGAL ACTION**

21 22) First there is recruitment, and the representations
22 made to recruit the prospective victim, which in this case was a
23 young girl. Then there is the billion year "Contract of
24 Employment" followed by the initial training and indoctrination
25 for the job. There are many pieces of paper generated along the
26 way. The Scientology enterprise documents its self-interest.
27 (Hubbard said that if it is not written it is not true.) This
28 section addresses two particular types of documents forced upon

1 employees. These documents forced upon Plaintiff and other
2 employees were tools of improper economic and legal coercion.

3 23) As an employee of Defendant CSI, Plaintiff was required
4 to take certain Hubbard training courses and submit to what is
5 referred to as "processing". Plaintiff could not refuse these
6 "services". Scientology courses are supposedly part of the
7 compensation package, however employees are seldom given their
8 choice of courses. Employees are required to take certain
9 courses and undergo "processing" as a condition of the job. The
10 courses are given a price tag way above market value and the
11 employee is told, and is typically required to sign documents
12 that recite, that the employee will be required to pay for the
13 course or training at the hypothetical listed value if the
14 employee breaks his or her contract of employment with the
15 Scientology enterprise involved.

16 24) As a threshold matter, this evidences that Scientology
17 takes the position that its workers have enforceable contracts of
18 employment, at least when it comes to Scientology asserting its
19 purported "contractual" rights over employees. This practice
20 constitutes a violation of labor laws and threatened abuse of the
21 legal process under the human trafficking laws. This practice
22 puts the employee in debt to the employer, which is an indicator
23 of human trafficking under California statutes. To the extent
24 Scientology courses are arguably part of the promised
25 compensation package, it would be illegal for employers to demand
26 a return of any compensation or employee benefits (Labor Code
27 §221). To the extent the courses were services sold by Defendant
28 CSI to Plaintiff, it is illegal for the employer to require that

1 an employee patronize the employer or purchase its services
2 (Labor Code §450(a)).

3 25) The supposed debt for purported Scientology training
4 and services is called Freeloader Debt. Defendant CSI uses the
5 threat of Freeloader Debt as economic coercion to keep employees
6 working under harsh and illegal working conditions. Employees
7 are lead to believe and reminded that if they quit working for
8 Scientology, in this case Defendant CSI, they will owe and be
9 required to pay a substantial debt. When you have been working
10 for 50¢ per hour, have little formal education and no employment
11 history outside of Scientology, as was Plaintiff's situation, a
12 typical Freeloader Debt of \$80,000 - \$120,000 is staggering and
13 very intimidating. Also, if you do not pay this Freeloader Debt,
14 you can be declared an enemy of the church and "disconnected"
15 from friends and family. The Freeloader Debt practice is
16 illegal, intimidating and coercive to employees such as
17 Plaintiff.

18 26) In addition to the threat of Freeloader Debt collection
19 and related adverse consequences, Scientology makes its employees
20 sign gag papers that have purported "liquidated damage" clauses.
21 Defendant CSI uses the threat of the legal process to coerce,
22 intimidate and mislead present and past employees. The right of
23 free speech is an unalienable right not so easily lost. Further,
24 employers are prohibited by California law from attempting to
25 silence workers regarding working conditions or pay. (Labor Code
26 §232 & 232(b)) Penalty provisions such as \$50,000 for each
27 mention of Scientology working conditions are unlawful and
28 unenforceable as a matter of law, yet Defendant uses such clearly

1 improper and unlawful employment terms to coerce, manipulate,
2 deceive and silence employees.

3 **DISCUSSION**

4 27) Plaintiff worked long hours including 100+ hour weeks
5 at below minimum wage, no compensation for overtime and
6 insufficient time off. The work week was seven days not six as
7 required by law. In the course of, and by reason of her
8 employment with Defendant, Plaintiff was coerced into having an
9 abortion at the age of seventeen. She was still a minor.
10 Plaintiff was coerced into having an abortion to keep her job
11 with Defendant. Plaintiff is informed and believes that
12 Defendant continue to ignore labor laws and coerce pregnant
13 workers into forced abortions.

14 28) Plaintiff was dependant upon Defendant for sustenance,
15 spending money and income. Plaintiff was not a part-time
16 volunteer who had other work and could come and go as she
17 pleased. Plaintiff had a rigid work schedule. Plaintiff's work
18 activities were strictly controlled by Defendant CSI. Plaintiff
19 was not allowed to have other employment or source of income.
20 When married, Plaintiff and her then husband got in trouble for
21 using his mother's car during the brief periods allowed for
22 cleaning living quarters and washing clothes. Plaintiff's
23 "compensation" was affected by production. In Scientology-speak,
24 the worker's lives revolve around "stats". If "stats" are up,
25 one has survived another dreary week. If "stats" are down, things
26 get ugly.

27 29) Plaintiff was required to wear a uniform at work and
28 could have her pay docked if she did not take proper care of her

1 work uniform. Plaintiff was confined to her place of employment
2 if she did not have an approved reason, such as a post-abortion
3 doctor's appointment, to leave. Generally, Plaintiff needed
4 someone's permission to take time off or attend to personal
5 matters. For example, Plaintiff needed written permission signed
6 off by several supervisors to see her doctor after an abortion.

7 30) In addition to fraudulent concealment of rights and
8 legal claims, and estoppel to plead statute of limitation
9 defenses, a related justification for tolling the statute of
10 limitation provisions is Defendant's practice of failing to give
11 employees notice of their rights as is required by law.

12 Scientology does not post mandated Wage Orders in the workplace.
13 Defendant failed to give required notices of labor rights and
14 demanded bogus waivers and instruments for the purpose of evading
15 law and avoiding payment of even minimum wage to its workforce.
16 Defendant not only fails to give proper notice, it gives a false
17 notice of no rights. The documents forced upon employees are
18 part of a misinformation program designed to prevent employees
19 from seeking what is their legal pay. Further, the directives of
20 the employer's founder, L. Ron Hubbard, are replete with
21 instructions to use litigation to harass, attack never defend,
22 and disregard the truth for the "higher cause" of Scientology.
23 According to a Hubbard dictum of universal truth, the way to
24 control people is to lie to them. Defendant uses lies,
25 punishment, coercion and fear to control its employees.
26 Perceived enemies of Scientology are declared "Suppressive
27 Persons" and may be harassed and attacked by the Scientology
28 enterprise. Many former employees are scared and intimidated

1 into silence and submission. For these reasons and others,
2 Defendant should be estopped from using a statute of limitation
3 defense to avoid or limit damages.

4 **LAURA DeCRESCENZO'S SCIENTOLOGY STORY**

5 31) Plaintiff was recruited into employment with the
6 Scientology enterprise at an early age. The recruiting started
7 when Plaintiff was nine years old. At age twelve, Plaintiff
8 signed a "Contract of Employment" with the Scientology
9 enterprise. Of course, as a minor she was incompetent to enter
10 into an employment contract. Plaintiff was not allowed to have a
11 copy of the document she signed.

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

20 33) Plaintiff knew before joining the Scientology work
21 force that she wanted to have children and raise a family of her
22 own. Plaintiff wanted and reasonable expected a somewhat normal
23 life while working for the Scientology enterprise. During the
24 recruitment phase, Plaintiff was told she could run away and join
25 the circus (figuratively speaking), have children, get an
26 education, visit her parents back in New Mexico and get free
27 Scientology. To a young girl with the normal maturity of a
28 twelve year old, this was an attractive sales pitch. But it was

1 not true. Life as a Scientology employee was much different than
2 what was sold to Plaintiff in the recruitment phase of her
3 misadventure.

4 34) Once in, it was all work and little else. Plaintiff
5 discovered she had almost no personal freedom. Planned visits to
6 family were restricted, delayed and cut short. She was 12 - 13
7 years old and not allowed unrestricted access to her parents.
8 She could not visit her parents without special permission and
9 being "sec checked". She would be "sec checked" again upon her
10 return. Sec-checking was mandatory and is described in some
11 detail in the cause of action for intentional infliction of
12 emotional distress.

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

20 36) Plaintiff eventually decided to leave but needed an
21 escape plan. The Scientology enterprise, including Defendant
22 CSI, uses various techniques to keep workers on the job and
23 providing cheap labor. Plaintiff knew of various enforcement
24 procedures and knew she had to find a creative way out.
25 Plaintiff also knew that the Scientology enterprise, including
26 Defendant CSI, was somewhat paranoid about workers dying or
27 committing suicide at one of Scientology's main bases. (A death
28 may cause an inconvenient investigation.) Therefore, to escape,

1 Plaintiff swallowed bleach while being sure this was witnessed.
2 Plaintiff was distraught and desperate to get out. She exhibited
3 suicidal tendencies and was dubbed a security risk. Plaintiff
4 had found a way out; however, she was still forced to leave on
5 the employer's terms.

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

26 38) Plaintiff submits that this exit process is in itself
27 illegal and improper. It is a coerced procedure and involves
28 elements of fraud, deceit and undue influence. The resulting

1 papers cannot exculpate Scientology from violations of the labor
2 laws. (Authorities cited elsewhere.) The papers purport to
3 waive rights that cannot be so waived, and are believed to
4 include liquidated penalty provisions that are void as against
5 public policy. This heavy-handed and deceitful "exit" procedure
6 serves to extend the stature of limitations for actions that do
7 not accrue until discovery of the action, such as this case, and
8 constitutes fraudulent concealment of rights sufficient to
9 equitably estopp Defendant from hiding behind statutes of
10 limitation defenses.

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

27 40) Plaintiff was not given copies of the papers she was
28 pressured to sign at the beginning, during and end of her

1 employment with CSI. Plaintiff is informed and believes that the
2 papers she was required to sign, and in particular the exit
3 documents, are part of a standard operating procedure used by CSI
4 and the Scientology enterprise as an ongoing fraud as against its
5 former victims including Plaintiff herein. Much effort is made
6 to convince the departing employee that the waivers, releases,
7 confidentiality agreements and penalty clauses are legal.
8 Examples of termination papers are posted on the Internet.
9 Presumably Plaintiff was pressured and coerced to sign similar
10 papers to make her escape. Examples of Scientology termination
11 papers on the net recite that former employees must not disclose
12 the working conditions or pay within Scientology, which is a
13 violation of the Labor Code, and that workers will pay "damages"
14 of \$20,000, \$50,000 or more if they exercise their rights of free
15 speech and rights under the Labor Code. These illegal and
16 unenforceable papers intimidate many ex-Scientology employees
17 into silence. Ex-Scientologists know of Hubbard's dictum that
18 the purpose of a lawsuit is to harass and destroy, not to win on
19 the merits. Former staff members and others fear being sued into
20 financial ruin by Scientology. The church has a reputation to
21 live up to. See, e.g. Church of Scientology of Calif. v.
22 Wollersheim (1996) 42 Cal.App.4th 628 (Scientology has sued
23 lawyers, witnesses, judges and the entire Los Angeles Superior
24 Court with respect to a case of emotional distress. See also the
25 underlying case at Wollersheim v. Church of Scientology (1989)
26 212 Cal.App.3d 872)

27 41) Part of Defendant's sales pitch used to lure potential
28 employees such as Plaintiff is the representation that one of the

1 perks of the job is Scientology "advancement". This is basically
2 not true for most and was not true for Plaintiff. In practice,
3 employees, such as Plaintiff, are not allowed to advance very far
4 up the scale. Most are stuck at about where they started for
5 years. Seldom is any significant advancement into Scientology
6 obtainable by employees such as Plaintiff. The higher level
7 teachings of Scientology, including L. Ron Hubbard's Xenu story
8 (the "Genesis" of Scientology), confidential levels and "Advanced
9 Technologies" are unknown to most Scientologists and CSI
10 employees. The cost of "graduating" to the level of the Xenu
11 story is reportedly \$350,000 and up.

12 42) Plaintiff worked for the "Mother Church", CSI, for
13 thirteen years and had to leave and conduct research on the
14 internet to find out what the "religion" of Scientology is all
15 about. If Scientology has a comprehensive "Bible" or other
16 similar materials, they did not give it to Plaintiff.
17 Ironically, most of Scientology dogma is so secret they do not
18 even disclose it to Scientologists. Yet, Defendant CSI suggests,
19 when convenient and self-serving, that employees spend their
20 spare time in religious study, endeavors and contemplation. They
21 are known to suggest that all of their employees are "ministers",
22 although these "ministers" work full time in commercial jobs and
23 know relatively little of the religion they supposedly
24 "minister". At times, Defendant CSI suggests that it has zero
25 employees. That is not true. Defendant CSI has many employees
26 and Plaintiff was one of them. At times herein material,
27 Plaintiff was an employee working a secular job in a commercial
28 enterprise for illegal wages. Whether or not the "church" was

1 also a religious enterprise is irrelevant. As recognized by
2 courts in cases such as Alamo, *supra*, concepts of "religion",
3 "non-profit" and "commercial" are not mutually exclusive. Even a
4 church must pay its employees minimum wage. The only possible
5 exception under law would be the "minister" exception, which does
6 not apply to these facts and has not been found applicable under
7 California law to ministers on the minimum wage issue. See e.g.
8 Catholic Charities of Sacramento, Inc. v. Superior Court (2004)
9 32 Cal.4th 527, 544 and Hope International University v. Superior
10 Court (2004)119 Cal.App.4th 719. Further, the U.S. Supreme Court
11 has not addressed or endorsed the "minister" exception. Any such
12 "minister" exception would, at most, apply on a case by case
13 basis to persons performing the duties commonly understood to be
14 the job of a "minister". Any such minister exception could not
15 be applied en masse to literally all of Defendant's employees.
16 Also, the minister exception is limited to ministers and
17 religious disputes. It does not give a purported religion
18 blanket immunity for torts and illegal contract. See also, Equal
19 Employment Opportunity Commission v. Fremont Christian School
20 (9th Cir 1986) 781 F.2d 1362 and Gunn v. Mariners Church, Inc.
21 (2008)167 Cal.App.4th 206, 214. The Alamo and Catholic Charities
22 cases cited herein are the highest authorities on point. Under
23 Alamo, Catholic Charities and numerous cases, some of which are
24 cited herein, the labor laws apply to Plaintiff and these facts.

25 43) In 1996, while working for CSI, Plaintiff became
26 pregnant. She was seventeen at the time, a minor. Having
27 children was against the dictates of top management at
28 Scientology. At age seventeen, Plaintiff had only her job at CSI

1 and was dependant upon CSI for support. Plaintiff had been
2 working for far less than minimum wage. She didn't have money, a
3 car, a place to call her own, or medical insurance or coverage.
4 Plaintiff felt trapped and without viable options. She had an
5 abortion to keep her position at CSI and not risk the adverse
6 consequence of having her baby. It should not matter, but forced
7 abortions were business practices not "religious" rituals. .

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

17 45) Plaintiff was a "born in" Scientologist. That is the
18 phrase typically used to describe those whose parents were
19 Scientologists and who were recruited and indoctrinated at a
20 young age through no fault or decision of their own. Plaintiff
21 and many of her fellow employees started when they were minors.
22 Plaintiff did not freely, knowingly and competently sign away her
23 rights at age twelve, or at any time thereafter.

24 46) Plaintiff's maiden name is Laura A. Dieckman.
25 Plaintiff uses her maiden name for most purposes; however,
26 Plaintiff's current legal name is Laura Ann DeCrescenzo, which
27 name is the product of a dissolved marriage. Plaintiff is
28

1 referred to hereinafter as "Laura D." or simply "Plaintiff".

2 Plaintiff is currently a resident of New Mexico.

3 47) Defendant Church of Scientology International (CSI)
4 represents itself to be the "Mother Church" of Scientology. CSI
5 has its principal office and apparent headquarters in Los
6 Angeles, California. The County of Los Angeles is an appropriate
7 venue for this action.

8 48) Religious Technology Center (hereinafter "RTC")
9 purports to be a California non-profit corporation. RTC's role
10 in the corporate shell game of the Scientology enterprise is to
11 police access and use of L. Ron Hubbard's works. RTC supposedly
12 protects copyrighted material and trademarks. RTC charges fees
13 for protection of intellectual property rights and is therefore
14 inherently a commercial enterprise. Plaintiff was not employed
15 by RTC; however, Plaintiff's counsel has learned since filing the
16 initial Complaint in this action that one or more top RTC
17 executives were actively involved in drafting and using bogus
18 forms, waivers and purported contracts to "scare" and intimidate
19 employees such as Plaintiff herein, although they and RTC knew
20 that said forms and waivers were unenforceable and contrary to
21 law. Among other things, having employees sign unlawful
22 documents is a violation of Labor Code §432.5 and constitutes a
23 misdemeanor.

24 49) At times herein material, and continuing, Defendant CSI
25 and unnamed entities within the Scientology enterprise including
26 Doe Defendants were and are enterprises conducting business, and
27 employers paying employees to conduct said business, within the
28 State of California and in interstate commerce. Accordingly,

1 said Defendant is subject to California and Federal laws
2 concerning its work force, working conditions, business
3 practices, minimum wage, payment for overtime and the protection
4 of minors. As alleged in more detail herein, Defendant has
5 systematically ignored and violated said laws to the damage of
6 Plaintiff Laura D. and others similarly situated.

7 **FIRST CAUSE OF ACTION FOR RESCISSION**
8 **OF UNLAWFUL/FRAUDULENT INSTRUMENTS**

9 50) Plaintiff realleges and incorporates the above
10 paragraphs in their entirety and the allegations below, and in
11 particular the Seventh Cause of Action for Fraud.

12 51) Plaintiff alleges that Defendant CSI, individually and
13 in concert with other members of the Scientology enterprise, and
14 their agents, mislead, deceived and/or coerced Plaintiff into
15 signing various purported admissions, acknowledgments, waivers,
16 releases, confidentiality agreements and employment contracts
17 during the course of Plaintiff's employment and termination of
18 said employment. High ranking executives of Defendants CSI and
19 RTC were primarily responsible for drafting portions of the
20 unlawful documents reportedly because CSI and RTC knew the
21 documents would be unlawful and unenforceable, and the lawyers
22 would only get in the way. Defendant CSI was on notice that
23 certain form agreements would not stand up in court, would be
24 unenforceable and were otherwise improper. Although CSI and RTC
25 knew various waivers and purported employment contracts were
26 unlawful, the management of CSI and RTC decided to use the
27 documents, force them upon employees and use the form
28 "agreements" to intimidate, deceive and coerce employees. The

1 use of unlawful waivers and such to deceive employees is
2 fraudulent and a violation of Labor Code §432.5.

3 52) Plaintiff was not allowed to have copies of the
4 documents Defendant CSI and its co-conspirators coerced and
5 pressured her into signing and therefore cannot attach hereto as
6 Exhibits the specific documents in question to be rescinded,
7 negated and confirmed null and void pursuant to this cause of
8 action.

9 53) Plaintiff is informed and believes that said documents
10 are unlawful, unconscionable and otherwise properly the subject
11 of this cause for rescission and/or cancellation.

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

23 55) Plaintiff is informed and alleges that said documents
24 purport to exculpate Defendant and its agents from wrongful,
25 unlawful and illegal conduct in violation of Civil Code Sections
26 1667 and 1668. Civil Code §1668 states as follows:

27 "All contracts which have for their object,
28 directly or indirectly, to exempt any one from

1 responsibility for his own fraud, or willful
2 injury to the person or property of another, or
3 violation of law, whether willful or negligent,
4 are against the policy of the law.”

5 56) In addition to purportedly waiving rights that cannot
6 be waived, Plaintiff is informed and alleges that said documents
7 were executed under a lack of proper and freely given consent
8 (Civil Code 1565-8), and are unconscionable, unenforceable and
9 otherwise invalid and subject to rescission and/or cancellation
10 by reason of duress, menace, fraud, undue influence, mistake and
11 being unlawful (See Civil Code §§1569-1580). Further,
12 unconscionable terms are unenforceable as a matter of law (See
13 Civil Code §1670.5) and having employees execute unlawful
14 documents is a further violation of the labor laws (See, e.g.
15 Labor Code §432.5).

16 57) Plaintiff is therefore legally entitled to rescind
17 and/or cancel any and all purported documents signed by her
18 during the course of and at the termination of her employment
19 with Defendant CSI by reason of the fact that said documents
20 purport to waive rights that cannot be waived and were otherwise
21 executed under improper circumstances.

22 58) An action based upon rescission of an instrument in
23 writing may be commenced within four years of discovery of the
24 grounds for rescission such as fraud or mistake tainting any such
25 improper and invalid term or contract. Plaintiff brings this
26 action based upon rescission within four years of discovery of
27 the grounds. The action is therefore timely under CCP §337(3).
28

- 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 or "services" purchased while working for
20 CSI. The demand for payment for purported training
21 was a further attempt to pay less than legal wages
22 for labor performed, an unconscionable and
23 unenforceable claim, a threat used to intimidate and
24 coerce employees into continuation of working under
25 unlawful conditions, and an illegal demand that an
26 employee pay back compensation or employee benefits.
27 See e.g. Labor Code §200, 221 and 450(a). The use
28 of the "Freeloader Debt" to force workers into the

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

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

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

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

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

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

1 Pediatrics v. Lungren (1997) 16 Cal.4th 307, 332-
2 334;

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

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

17 63) 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 is 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 64) 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 65) Plaintiff realleges all paragraphs above in support of
16 her third cause of action including and, in particular, previous
17 allegations concerning estoppel to assert statute of limitation
18 defenses and fraudulent concealment by reason of the unlawful
19 and unenforceable releases, waivers, penalty clauses and similar
20 instruments that Plaintiff seeks to set aside in her First Cause
21 of Action, and the fraudulent conduct of Defendant CSI, its
22 agents and its co-conspirator RTC as alleged herein.

23 66) Plaintiff was employed by Defendant CSI from 1991 to
24 2004. During this time, Plaintiff became pregnant on one
25 occasion. Plaintiff was coerced to terminate the pregnancy by a
26 forced abortion. Plaintiff was required to abort her child to
27 remain an employee in good standing with Defendant and to avoid
28 adverse consequences in her future employment. Further,

1 Plaintiff was intimidated and coerced into not becoming pregnant
2 again, or having a family, to keep her employment with Defendant
3 CSI. Plaintiff is aware that coercing employees to have unwanted
4 abortions was a relatively common practice at CSI and in the
5 Scientology enterprise. Plaintiff has knowledge of other female
6 employees ordered to have abortions.

7 67) Forcing pregnant employees to have abortions
8 constitutes discrimination against female employees, a violation
9 of state and federal law and a violation of Plaintiff's
10 inalienable constitutional rights, including the rights of
11 privacy. See e.g. Rojo v. Kliger (1990) 52 Cal.3d. 65, 82, 89-
12 90, Hill v. National Collegiate Athletic Assn., *supra* and
13 American Academy of Pediatrics v. Lungren, *supra*. Defendant
14 ordered and coerced abortions primarily to get more work out of
15 their female employees and to avoid child care issues.

16 68) While employed by CSI, Plaintiff was subjected to hours
17 of questioning on a device known as an e-meter. The e-meter was
18 represented to Plaintiff by Defendant to be an almost infallible
19 lie detector that would reveal any lies or omissions. Plaintiff
20 was led to believe she could have few secrets or private thoughts
21 that could not be discovered by Defendant and used against her.
22 Plaintiff's rights of privacy were coercively violated by the use
23 of the e-meter interrogation process, (see e.g. Labor Code
24 §432.2) and which constitutes actionable invasion of privacy
25 under California tort law.

26 69) Plaintiff seeks an injunction against forced abortions
27 and reasonable attorney's fees, costs and damages for forced
28 abortions and invasion of privacy according to proof. This claim

1 is made for the public good and to discourage this outrageous
2 conduct from continuing into the future.

3 **FOURTH CAUSE OF ACTION FOR FORCED LABOR aka HUMAN TRAFFICKING**

4 70) Plaintiff realleges all paragraphs above in support of
5 her fourth cause of action for forced labor/human trafficking
6 against Defendant CSI and Does.

7 71) Forced labor has been a crime under Federal Human
8 Trafficking statutes since at least 2000. (18 USC §1589 "Forced
9 Labor") The elements of forced labor under Federal law are
10 similar to the California Human Trafficking violations described
11 below. Essentially, obtaining labor by use of, or threat of,
12 intimidation, duress, coercion, confinement, fraud or physical
13 punishment constitutes actionable forced labor. 18 USC §1589
14 "Forced Labor" states:

15 "Whoever knowingly provides or obtains the labor or
16 services of a person -

- 17 1) by threats of serious harm to, or physical
18 restraint against, that person or another
19 person;
20 2) by means of any scheme, plan, or pattern
21 intended to cause the person to believe that,
22 if the person did not perform such labor or
23 services, that person or another person would
24 suffer serious harm or physical restraint; or
25 3) by means of the abuse or threatened abuse of
26 law or the legal process..."

27 72) In addition to human trafficking laws, coerced or
28 forced labor is a form of involuntary servitude that has been

1 outlawed since the ratification of the Thirteenth Amendment.
2 Freedom from forced labor is a constitutional, statutory and
3 common law right. See, e.g. 18 USC §1584, Penal Code §181, Civil
4 Code §43, Article 1, Section 1 of the California Constitution,
5 United States v. Mussry (9th Cir. 1984) 726 F.2d 1448 and Moss v.
6 Superior Court (1998) 17 Cal.4th 396.

7 73) Pursuant to 18 USC §§1593 and 1595, Plaintiff has a
8 private cause of action under the Federal Human Trafficking laws,
9 including 18 USC §1589 "Forced Labor", on which Plaintiff may
10 recover the full amount of his loss, including payment at minimum
11 wage and for overtime and reasonable attorneys fees.

12 74) The private cause of action for forced labor under 18
13 USC §§1589, 1593 and 1595 does not have a statute of limitation
14 provision in the Federal Human Trafficking law. In that
15 circumstance, state procedural law applies and sets the
16 appropriate statute of limitation rule. See, 3 Witkin Procedure,
17 "Actions" §58.

18 75) The appropriate and applicable statute of limitation
19 rule of procedure to a forced labor/human trafficking claim,
20 state or federal, is the five year statute of limitation in Civil
21 Code §52.5. This cause of action for forced labor and human
22 trafficking was timely commenced against both Defendants.

23 76) In addition to being a violation of statutory and
24 common law rights, and an unfair business practice actionable
25 under B&P §17200 et. seq., Plaintiff may enforce her rights under
26 both Federal and State human trafficking law under Civil Code
27 §52.1(b)(h), which authorizes a civil action for protection of
28 rights and authorizes damages, injunctive relief and attorneys

1 fees. Civil Code §52.1 entitled Civil Actions for protection of
2 rights, damages, injunctive and other equitable relief.. states in
3 part:

4 "(b) Any individual whose exercise or enjoyment of
5 rights secured by the Constitution or laws of the
6 United States, or of rights secured by the
7 Constitution or laws of this state, has been
8 interfered with, or attempted to be interfered with,
9 as described in subdivision (a), may institute and
10 prosecute in his or his own name and on his or his own
11 behalf a civil action for damages, including, but not
12 limited to, damages under Section 52, injunctive
13 relief, and other appropriate equitable relief to
14 protect the peaceable exercise or enjoyment of the
15 right or rights secured." (Emphasis added)

16 77) As set forth in Penal Code §236.2, the "indicators" of
17 human trafficking are as follows:

- 18 a) Signs of trauma, fatigue, injury, or other evidence
19 of poor care.
- 20 b) The person is withdrawn, afraid to talk, or his or
21 his communication is censored by another person.
- 22 c) The person does not have freedom of movement.
- 23 d) The person lives and works in one place.
- 24 e) The person owes a debt to his or his employer.
- 25 f) Security measures are used to control who has
26 contact with the person.
- 27
- 28

1 g) The person does not have control over his or his own
2 government-issued identification or over his or his
3 worker immigration documents.

4 These indicators are present to various extents in Defendant
5 CSI's workforce and most if not all would apply to Plaintiff
6 herein at various times herein material.

7 78) Penal Code Section 236.1 states in pertinent part as
8 follows: "(a) Any person who deprives or violates the personal
9 liberty of another..., to obtain forced labor or services, is
10 guilty of human trafficking."

11 79) Wrongfully coerced labor was codified as a crime in the
12 California Penal Code in 2005. However, forced labor and human
13 trafficking have been criminal under Federal law since 2000,
14 involuntary servitude has been a crime for decades and forced
15 labor would constitute a common law tort under California law.
16 The California criminal law of human trafficking is cumulative to
17 pre-existing tort, common law and Federal law prohibitions
18 against coerced labor and human trafficking.

19 80) Subsection (d)(1) of Penal Code Section 236.1 clarifies
20 that a victim's personal liberty is deprived when there is a
21 "substantial and sustained restriction of another's liberty
22 accomplished through fraud, deceit, coercion, violence, duress,
23 menace, or threat of unlawful injury to the victim or to another
24 person[...]"

25 81) Subsection (d) of Penal Code Section 236.1 defines
26 "forced labor or services" as "labor or services that are
27 performed or provided by a person and are obtained or maintained
28

1 through force, fraud, or coercion, or equivalent conduct that
2 would reasonably overbear the will of the person.”

3 82) California Civil Code Section 52.5 authorizes a civil
4 cause of action for victims of human trafficking. Civil Code
5 §52.5 applies to this case, although not enacted until 2005.
6 Said Civil Code section is a rule of procedure and remedies, not
7 substantive law. Statutes of limitations are considered rules of
8 procedure. Rules of procedure apply as presently stated. That
9 Plaintiff left Defendants’ employ in 2005 does not make the 2005
10 rules of procedure applicable to this case. The current rules
11 apply.

12 83) Defendant CSI, and its agents, including other
13 Scientology organizations, deprived Plaintiff of her personal
14 liberty by substantially restricting her freedoms and by their
15 systematic practice of threatening, coercive tactics, which were
16 and are intended to restrict workers such as Plaintiff from
17 freedom of movement, thought and choice, and from obtaining
18 access to the outside world, deprive them of meaningful
19 competitive options, and subjugate the workers’ will to that of
20 defendants. Defendant thus deceitfully, fraudulently and
21 coercively secure, at the expense of Plaintiff’s liberty, forced
22 labor at illegal wages.

23 84) Defendant CSI threatened to, and did on numerous
24 occasions, subjected employees who disobeyed or questioned CSI’s
25 absolute authority to severe, sometimes corporal, punishment.
26 Workers who were caught trying to escape have been physically
27 assaulted, restrained and punished. Defendant CSI threatens and
28 uses a punishment which involves relegating workers to a program

1 known as the Rehabilitation Project Force (or "RPF"). Workers
2 assigned to the RPF are subjected to a brutal regimen of manual
3 labor, have no freedom of movement, are constantly under guard
4 and being watched, and are subjected to almost total deprivation
5 of personal liberties. Working conditions on the RPF are
6 incredibly harsh. The RPF serves as a deterrent and intimidates
7 workers, such as Plaintiff, into a state of compliance vis-à-vis
8 Defendant. Employees such as Plaintiff rightfully fear being
9 sent to the RPF and this coerces employees into providing
10 continued forced labor for Defendant CSI.

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

13 85) Plaintiff realleges all paragraphs above in support of
14 her fifth cause of action for intentional infliction of emotional
15 distress.

16 86) Defendant CSI, as part of the Scientology enterprise,
17 uses infliction of emotional distress as a tool to subjugate its
18 workers such as Plaintiff. Defendant CSI intentionally inflicted
19 emotional distress on Plaintiff to control, coerce, manipulate,
20 punish and deceive her. In particular, Defendant's use of the
21 RPF and "sec checking" procedures on a primitive lie detector
22 were calculated to inflict substantial emotional distress upon
23 Plaintiff.

24 87) Security checking is a process whereby an employee,
25 such as Plaintiff, is interrogated on a primitive lie detector
26 known as an e-meter. This process is designed and employed to
27 make sure that the worker has no thoughts of trying to escape or
28 becoming a Scientology risk. Employees such as Plaintiff are

1 told, and come to believe, that they can have no secrets from
2 management. Any such secrets or bad thoughts will be exposed in
3 "sec checks" on the e-meter. This process started for Plaintiff
4 on or before her first planned visit with her parents and
5 continued for her fifteen years of working for Defendant CSI.
6 The sec checking procedure constitutes a gross invasion of
7 privacy and is used to gather embarrassing data on employees.
8 The threat of using confidential and embarrassing information
9 collected and recorded in the "sec check" process is used to
10 control employees such as Plaintiff. This practice borders on
11 blackmail and violates both State and Federal law.

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

23 89) At times herein material, Defendant CSI intentionally
24 inflicted serious emotional distress upon Plaintiff all to her
25 damage, which will be sought in accordance with proof at trial.
26 Irrespective of whatever it claims to be, profit or non-profit,
27 CSI is not immune to suits for tortious conduct such as
28 infliction of emotional distress. See e.g. Wollersheim v. Church

1 of Scientology (1989) 212 Cal.App.3d 872, 880, Molko v. Holy
2 Spirit Assn. (1988) 46 Cal.3d 1092 and Richelle L. v. Roman
3 Catholic Archbishop (2003) 106 Cal.App.4th 257, 276-9.

4 90) Defendant CSI, its agents and controlling persons acted
5 with malice and in accordance with the stated and unstated, but
6 true, policies of CSI and the Scientology enterprise in
7 inflicting emotional distress upon Plaintiff.

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

9 91) Plaintiff realleges all paragraphs above in support of
10 her fifth cause of action for obstruction of justice/witness
11 tampering and retaliation in violation of the California Labor
12 Code.

13 92) Plaintiff and others similarly situated have a legal
14 right to pursue valid claims against the Scientology enterprise,
15 including Defendant CSI, petition the courts for labor abuses and
16 human trafficking without retaliation and use legal process to
17 gather and compel the production and introduction of evidence in
18 support of her case. Defendant CSI and the Scientology
19 enterprise are wrongfully trying to buy-off, intimidate and
20 coerce potential witnesses favorable to Plaintiff's case. This
21 course of conduct is illegal under the California Penal Code (See
22 Sections 136.1, 189 & 139) and unlawful under common law and B&P
23 §17200 as an unfair and unlawful business practice. Plaintiff's
24 remedies include restitution and injunctive relief barring such
25 witness tampering as a wrongful business practices under B&P
26 §17200 et. seq.

27 93) The Scientology enterprise, including the "Mother
28 Church" CSI, has engaged in conduct designed to intimidate

1 potential witnesses and former employees with similar experiences
2 and claims. Defendant has engaged in a wrongful course of
3 conduct to interfere with cases brought against any Scientology
4 organization including Defendant CSI and retaliate against
5 persons with labor claims against CSI and/or persons having
6 admissible evidence adverse to Defendant CSI.

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

26 95) Defendant's gag agreements are intended to silence
27 potential witnesses who know the truth about working conditions
28 at CSI. Plaintiff seeks to challenge this wrongful, illegal

1 conduct and free all witnesses to come forward and give their
2 evidence, without fear of retaliation from the Scientology
3 enterprise.

4 96) Plaintiff is informed and believes, and according to a
5 post on the Internet by one of Scientology's former top leaders,
6 that the leader of the Scientology enterprise is offering hush
7 money in the form of "forgiving" Freeloader Debts to people who
8 sign agreements not to join in or give any assistance to labor
9 cases being brought against CSI and RTC. This case falls into
10 that category of labor cases adverse to CSI.

11 97) In addition to past gag agreements executed under
12 duress by departing employees, Defendant CSI and its Scientology
13 operatives have gone on a "mission" to silence and buy off
14 witnesses and potential plaintiffs in the pending labor cases
15 currently filed in Los Angeles Superior Court.

16 98) In addition to buying silence with the purported debt
17 forgiveness, Defendant CSI has used threats of punishing friends
18 and family as the currency with which to buy off potential
19 witnesses and claimants.

20 99) Defendant's efforts to silence witnesses by threats,
21 coercion, forgiveness of alleged "Freeloader Debt" and threats
22 of breaking up families, constitutes obstruction of justice,
23 witness tampering and illegal retaliation for making claims under
24 the California Labor Code. This conduct also constitutes an
25 unfair business practice under B&P §17200.

26 100) The wrongful intimidation into silence of even one
27 potential witness or former employee with valid claims for proper
28 pay is a loss that should not be tolerated by this court.

1 Plaintiff and others seeking justice against Scientology will be
2 damaged by Defendant's wrongful conduct and will incur additional
3 costs and attorney's time by reason of wrongful purported
4 confidentiality agreements that Scientology has effectuated, and
5 will continue to pursue, in its mission to defeat labor claims by
6 coercing and intimidating potential plaintiffs and witnesses.

7 **SEVENTH CAUSE OF ACTION FOR FRAUD AND DECEIT AGAINST CSI**

8 101) Plaintiff realleges all paragraphs above in support of
9 her seventh cause of action for fraud and deceit. This action
10 was timely brought within three years of discovering the alleged
11 fraud.

12 102) Plaintiff is informed and believes, and thereupon
13 alleges, that Defendant CSI and other Scientology organizations,
14 including RTC, have engaged in a long-running fraud against their
15 workforce, including Plaintiff herein. Among other things, CSI
16 and the Scientology enterprise have for years used various
17 purported waivers, acknowledgments, penalty clauses,
18 confidentiality agreements, statements of non-liability and
19 employment contracts that purport to disavow the legal benefits
20 and existence of employment. Defendant uses these and similar
21 documents to mislead, intimidate, coerce and prevent employees
22 from seeking to vindicate and enjoy their true and full rights
23 under law. This course of conduct is fraudulent and illegal
24 under the California Labor Code, federal law and California tort
25 law.

26 103) Defendant CSI intended that employees, including
27 Plaintiff, would be deceived or kept ignorant of their true legal
28 rights by reason of certain form agreements and the circumstances

1 under which CSI and RTC obtain employee signatures on such
2 documents. Frequently, a ceremony of sorts is conducted when
3 workers leave the employ of CSI or other Scientology
4 organizations. The departing employee is brought into a room and
5 video taped. The employee is typically made to say on tape that
6 he or she is not under duress, which is usually a compelled
7 misstatement of the true circumstances. It is said or suggested
8 that the video tape process makes the procedure "legal" and
9 binding on the employee. Of course, these theatrics are part of
10 a coercive and deceitful process that does not change the facts
11 and does not convert a coerced agreement into a freely consented
12 to agreement.

13 104) Plaintiff does not have copies of what she signed but
14 is informed and believes that she was required to sign forms such
15 as what was produced by Defendant CSI in a case similar to this
16 case. Plaintiff is further informed and believes, and thereupon
17 alleges, that investigation by other former employees has lead to
18 evidence that Defendant CSI, and it co-conspirator Religious
19 Technology Center, knew that certain purported waivers and
20 employment contracts would not stand up in court and were
21 unlawful and unenforceable, however, management of RTC and
22 Defendant CSI decided to use unenforceable and unlawful
23 documents, and have employees sign said improper and unlawful
24 documents, to scare, intimidate and deceive employees so that the
25 employees would not demand or sue for their rights as employees
26 including the right to receive minimum wage, overtime and time
27 off. In short, Defendant CSI tries to intimidate and deceive
28

1 employees in the name of litigation prevention and damage
2 control. For the most part it works.

3 105) Employees such as plaintiff have been intimidated,
4 deceived and coerced by the use and threat of the unlawful and
5 unenforceable instruments forced upon employees by CSI and RTC,
6 which documents were forced upon employees for fraudulent
7 ulterior, improper purposes and with malice.

8 106) Plaintiff has been damaged by Defendant's various ruses
9 to deceive employees, to persuade employees to continue working
10 for less than minimum wage and under illegal working conditions,
11 and to deceive employees into thinking that they have no legal
12 recourse against the Scientology enterprise.

13 107) Defendant CSI and other Scientology persons or entities
14 have entered into a conspiracy to deceive employees and obtain
15 the services of employees for less than legal wages. High level
16 management executives, including Marty Rathbun of RTC and Mike
17 Rinder of CSI, participated in deceiving and intimidating
18 employees such as Plaintiff herein, which was done in the course
19 and scope of their employment with Scientology enterprise CSI and
20 RTC, and which has been condoned and ratified, if not expressly
21 ordered, by the leader of the Scientology enterprise, David
22 Miscavige. Mr. Miscavige holds the title COB of RTC (Chairman of
23 the Board of Religious Technology Center).

24 108) Plaintiff has been damaged by Defendant's fraudulent
25 and deceitful conduct with respect to intentional refusal to pay
26 legal wages and fraudulent attempts to cover-up and avoid legal
27 liability by forcing upon employees documents known to be false
28 and misleading but still used to deceive, manipulate and coerce

1 employees. Said conduct was done with malice and Plaintiff will
2 seek leave of court to allege and recover punitive damages
3 against Defendant CSI.

4 WHEREFORE, Plaintiff requests:

- 5 1) A jury trial;
- 6 2) As against Defendant CSI, and Does if named, rescission
7 and total negation of all unlawful and unenforceable
8 instruments executed by Plaintiff during the course of
9 her employment with Defendant including documents signed
10 upon termination of employment;
- 11 3) As against Defendant CSI, and Does if named, restitution
12 according to proof under the First Cause of Action,
13 including payment of all wages and compensation, Social
14 Security benefits and restitution of amounts paid on the
15 bogus "Freeloader Debt";
- 16 4) As against Defendant CSI, and Does if named, all damages
17 authorized by law for forced labor/human trafficking as
18 alleged herein, including actual damages, back pay,
19 compensatory damages, injunctive relief and treble
20 actual damages;
- 21 5) As against all Defendants, including Does if named, an
22 injunction or restraining order barring intimidation of
23 witnesses, and claimants, and barring the use of
24 compensation in any form to entice former employees into
25 silence or agreements not to testify or comment upon pay
26 and working conditions at CSI;

