

DECLARATION

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11 Attorneys for Defendant,
Church of Scientology International
12

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15

16 LAURA ANN DeCRESCENZO, aka
LAURA A. DIECKMAN

17 Plaintiff,

18 v.

19 CHURCH OF SCIENTOLOGY
20 INTERNATIONAL, a corporate entity,
and DOES 1-20,

21 Defendants.
22

) Case No.

) **DECLARATION OF HAROLD M.
BRODY IN SUPPORT OF
REMOVAL OF CIVIL ACTION
FROM THE SUPERIOR COURT
OF THE STATE OF
CALIFORNIA FOR THE
COUNTY OF LOS ANGELES TO
THE UNITED STATES
DISTRICT COURT**

) (Los Angeles County Superior Court,
Case No. BC 411018)
23
24

25 Harold M. Brody declares as follows:

26 1. **Identification:** I am a partner in the law firm Proskauer Rose LLP,
27 counsel for defendant Church of Scientology International ("CSI"). I am admitted
28

1 to practice before this Court. Except as expressly noted, I have first-hand
2 knowledge of the facts set forth below.

3 2. **Original Complaint Filed:** On April 12, 2009, an action was
4 commenced in the Superior Court of the State of California in the County of Los
5 Angeles, entitled “Laura Ann DeCrescenzo, aka Laura A. Dieckman, Plaintiff, v.
6 Church of Scientology International, a corporate entity, and Does 1-20,
7 Defendants,” as case number BC 411018. A true and correct copy of the summons
8 and complaint are attached hereto as Exhibit A. I am informed and believe that
9 Defendant CSI was served by substituted service effective May 2, 2009. A true and
10 correct copy of Proof of Service of Summons is attached hereto as Exhibit B.

11 3. **Related Case Order:** On the same date, Plaintiff’s counsel filed a
12 Notice of Related Case asking, under LASC Local Rule 7.3(f), that this case be
13 found to be related to *Claire Headley v. Church of Scientology*, LASC Case No. BC
14 405834. On April 30, 2009, the judge assigned to the Claire Headley matter, the
15 Hon. Jane L. Johnson, ruled that the two cases were not related, so this case was not
16 re-assigned and remained with the Hon. Ronald Sohigian for all purposes. A true
17 and correct copy of the Notice of Related Case is attached as Exhibit C; a true and
18 correct copy of the Court’s order finding the two cases not related is attached as
19 Exhibit D.

20 4. **Plaintiff Files A First Amended Complaint:** On or about May 19,
21 2009, before defendant had answered or otherwise responded, Plaintiff filed a First
22 Amended Complaint (“FAC”). Plaintiff’s counsel first provided a copy of the FAC
23 to me on May 12, 2009. A true and correct copy of the FAC provided to me is
24 attached as Exhibit E.

25 5. **The FAC Is the First Pleading to Raise A Federal Question:** The
26 original complaint was not removable as it did not plead a federal question. The
27 FAC, however, does plead a federal question. The FAC purports to plead three
28 causes of action: (1) Unfair Practices Under B&P § 17200 et seq.; (2) Labor Code

1 Violations; and (3) Forced Labor aka Human Trafficking. In the third cause of
2 action for “Forced Labor,” Plaintiff pleads that

3 [p]ursuant to 18 USC [sic] §§ 1593 and 1595, Plaintiff has
4 a private cause of action under the Federal Human
5 Trafficking laws, including 18 USC [sic] § 1589 ‘Forced
6 Labor’, on which Plaintiff may recover the full amount of
7 his loss, including payment at minimum wage and for
8 overtime and reasonable attorneys [sic] fees.

9 (FAC ¶ 73.) Plaintiff also pleads that

10 [t]he private cause of action for forced labor under 18
11 USC [sic] §§ 1589, 1593 and 1595 does not have a statute
12 of limitation [sic] provision in the Federal Human
13 Trafficking law. In that circumstance, state procedural law
14 applies and sets the appropriate statute of limitation [sic]
15 rule.

16 (*Id.* ¶ 74.) 18 U.S.C. § 1595, specifically invoked by Plaintiff, provides that the
17 “victim” of an alleged human trafficking offense, “may bring a civil action against
18 the perpetrator *in an appropriate district court of the United States . . .*” (Emphasis
19 added.) In his prayer for relief, Plaintiff prays for “[d]amages authorized by . . .
20 federal or common law, for forced labor/human trafficking as alleged in the Third
21 Cause of Action . . .” (Prayer ¶ 4, FAC at 50:16-18.)

22 6. **Notice of Removal:** Notice of this removal is being given both to the
23 adverse party and to the state court pursuant to 28 U.S.C. § 1446(d). A true and
24 correct copy of the Notice to Adverse Party is attached as Exhibit F. A true and
25 correct copy of the Notice to State Court is attached hereto as Exhibit G.

26 I declare under penalty of perjury under the laws of the United States of
27 America that the foregoing is true and correct to the best of my knowledge,
28

1 information and belief and that this declaration was executed on June 3, 2009, at
2 Los Angeles, California.

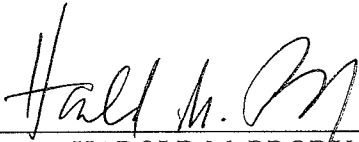
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4 
5 _____
6 HAROLD M. BRODY
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EXHIBIT A

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

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

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

LAURA ANN DeCRESCENZO, aka LAURA A. DIECKMAN

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

Los Angeles Superior Court

APR 02 2009

John A. Clarke, Executive Officer/Clerk
By *[Signature]*, Deputy
DOROTHY SWAIN

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):

Stanley Mosk Courthouse
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

BC411018

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Barry Van Sickle, (916) 549-8784
1079 Sunrise Avenue, Suite B-315, Roseville, CA 95661

DATE: APR 02 2009
(Fecha)

John A. Clarke Clerk, by *[Signature]* Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. by personal delivery on (date):



Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 (Rev. January 1, 2004)

SUMMONS

Page 1 of 1
Code of Civil Procedure §§ 412.20, 465

www.accesslaw.com

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

FILED
Los Angeles Superior Court

APR 02 2009

7 Attorney for Plaintiff
8 LAURA ANN DeCRESCENZO

John A. ... Executive Officer/Clerk
By Dorothy Swain, Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES

BC411018

11 LAURA ANN DeCRESCENZO, aka
12 LAURA A. DIECKMAN,
13 Plaintiff,

) PLAINTIFF'S COMPLAINT FOR:

14 vs.

15 CHURCH OF SCIENTOLOGY
16 INTERNATIONAL, a corporate
17 entity, AND DOES 1 - 20

18 Defendants

- 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 OVERVIEW

20

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

assigned to Judge [unclear]

CIT/CASE: BC411018 LEA/DEFH;
 RECEIPT #: CSH18782015
 DATE PAID: 06/03/09 12:24:19 PM
 PAYMENT: \$350.00
 RECEIVED:
 CHECK: \$39.00
 CASH: \$311.00

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 propoganda 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".

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.

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

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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 vetted 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 veiled
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.

28

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.

FIRST CAUSE OF ACTION FOR RESCISSION
OF UNLAWFUL/FRAUDULENT INSTRUMENTS

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

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

- n) Defendant CSI coerced Plaintiff into having an abortion when she was still a minor. Plaintiff was required to have an abortion to keep her employment and avoid adverse consequences in her employment;
- o) Requiring that employees submit to interrogation on a primitive lie detector type device called an e-meter in violation of state and federal laws prohibiting mandatory use of lie detectors or similar devices in interrogations and examinations as a condition of continued employment. See e.g., Labor Code §432.2;
- p) Engaging in Human Trafficking in violation of state and federal law as alleged in more detail below;
- q) Refusing to give employees copies of signed instruments in violation of Labor Code §432;
- r) Violation of Plaintiff's inalienable rights guaranteed by Article 1, Section 1 of the California Constitution including Plaintiff's right to privacy and to make her own free choice on having children. See e.g. Hill v. National Collegiate Athletic Assn. (1994) 7 Cal.4th 1, 15-16 and American Academy of Pediatrics v. Lungren (1997) 16 Cal.4th 307, 332-334;

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

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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

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;

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- 2) Rescission and total negation of all unlawful and unenforceable instruments executed by Plaintiff during the course of her employment with Defendant including documents signed upon termination of employment;
- 3) Restitution according to proof under the First Cause of Action, including payment of all wages and compensation, Social Security benefits and restitution of amounts paid on the bogus "Freeloader Debt";
- 4) All damages authorized by Civil Code §52.5(a) et. seq., for human trafficking as alleged in the Third Cause of Action, including actual damages, back pay, compensatory damages, punitive damages, injunctive relief and treble actual damages;
- 5) An injunction or restraining order barring intimidation of potential witnesses, and claimants, and barring the use of compensation in any form to entice witnesses into silence or hush agreements described as "Confidentiality Agreements" or "Confidential Settlements";
- 6) An award of reasonable attorney's fees computed with an appropriate lodestar in consideration of the difficult and litigious nature of Defendant;
- 7) Such other relief as the court may deem just including costs.

April 1, 2009



 BARRY VAN SICKLE
 Attorney for Plaintiff
 LAURA ANN DeCRESCENZO

EXHIBIT B

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Barry Van Sickle, Bar No. 98645 1079 Sunrise Avenue, Suite B-315 Roseville, CA 95661 TELEPHONE NO.: (916) 549-8784 FAX NO. (Optional): E-MAIL ADDRESS (Optional): bvansickle@surewest.net ATTORNEY FOR (Name): Plaintiff Laura DeCresenzo	FOR COURT USE ONLY <h2 style="text-align: center;">FILED</h2> <h3 style="text-align: center;">LOS ANGELES SUPERIOR COURT</h3> <p style="text-align: center;">APR 22 2009</p> <p style="text-align: center;">JOHN A. CLARKE, CLERK <i>[Signature]</i> BY RUGENA LOPEZ, DEPUTY</p>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Central	
PLAINTIFF/PETITIONER: Laura A. DeCresenzo DEFENDANT/RESPONDENT: Church of Scientology International	CASE NUMBER: <p style="text-align: center;">BC411018</p>
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents): **Notice of Related Case**
3. a. Party served (specify name of party as shown on documents served):

Church of Scientology International
- b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in Item 3a):

Jeanne Reynolds aka Jeanne M. Gavigan, Agent for Service of Process
4. Address where the party was served: **3055 Wilshire Boulevard, Suite 900**
Los Angeles, CA 90010
5. I served the party (check proper box)
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): _____ (2) at (time): _____
 - b. by substituted service. On (date): **04/03/2009** at (time): **10:00am** I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3): **Paul, Office Manager**
 - (1) (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): **04/22/2009** from (city): **Roseville, CA** or a declaration of mailing is attached.
 - (5) I attach a declaration of diligence stating actions taken first to attempt personal service.

04/22/09

PLAINTIFF/PETITIONER: Laura A. DeCresenzo	CASE NUMBER: BC411018
DEFENDANT/RESPONDENT: Church of Scientology International	

5. c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. by other means (specify means of service and authorizing code section):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (specify):
- c. as occupant.
- d. On behalf of (specify):
- under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: Barry Van Sickle
- b. Address: 1079 Sunrise Avenue, Suite B-315
- c. Telephone number: (916) 549-8725
- d. The fee for service was: \$0
- e. I am:
- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) a registered California process server.
- (i) owner employee independent contractor.
- (ii) Registration No.:
- (iii) County:

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

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date:

Barry Van Sickle

 (NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



 (SIGNATURE)

06/03/09

EXHIBIT C /

CM-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Barry Van Sickle - Bar No. 98645 1079 Sunrise Avenue Suite B-315 Roseville, CA 95661 TELEPHONE NO.: (916) 549-8784 FAX NO. (Optional): E-MAIL ADDRESS (Optional): bvansickle@surewest.net ATTORNEY FOR (Name): Plaintiff LAURA ANN DeCRESCENZO	FOR COURT USE ONLY FILED Los Angeles Superior Court APR 02 2009 John A. Glacke, Executive Officer/Clerk By <i>[Signature]</i> Deputy DOROTHY SWAIN
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central	CASE NUMBER: BC411018
PLAINTIFF/PETITIONER: LAURA ANN DeCRESCENZO DEFENDANT/RESPONDENT: CHURCH OF SCIENTOLOGY INTERNATIONAL	JUDICIAL OFFICER: DEPT.:
NOTICE OF RELATED CASE	

Identify, in chronological order according to date of filing, all cases related to the case referenced above.

1. a. Title: Marc Headley v. Church of Scientology, et. al.
 b. Case number: BC404958
 c. Court: same as above
 other state or federal court (name and address):
 d. Department: 56
 e. Case type: limited civil unlimited civil probate family law other (specify):
 f. Filing date: January 5, 2009
 g. Has this case been designated or determined as "complex?" Yes No
 h. Relationship of this case to the case referenced above (check all that apply):
 involves the same parties and is based on the same or similar claims.
 arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
 involves claims against, title to, possession of, or damages to the same property.
 is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
 Additional explanation is attached in attachment 1h
 i. Status of case:
 pending
 dismissed with without prejudice
 disposed of by judgment

2. a. Title: Claire Headley v. Church of Scientology, et. al.
 b. Case number: BC405834
 c. Court: same as above
 other state or federal court (name and address):
 d. Department: 56

CM-015

PLAINTIFF/PETITIONER: LAURA ANN DeCRESCENZO	CASE NUMBER:
DEFENDANT/RESPONDENT: CHURCH OF SCIENTOLOGY INTERNATIONAL	

2. (continued)

- e. Case type: limited civil unlimited civil probate family law other (specify):
- f. Filing date: January 20, 2009
- g. Has this case been designated or determined as "complex?" Yes No
- h. Relationship of this case to the case referenced above (check all that apply):
 - involves the same parties and is based on the same or similar claims.
 - arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
 - involves claims against, title to, possession of, or damages to the same property.
 - is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
 - Additional explanation is attached in attachment 2h
- i. Status of case:
 - pending
 - dismissed with without prejudice
 - disposed of by judgment

3. a. Title:

- b. Case number:
- c. Court: same as above
 other state or federal court (name and address):
- d. Department:
- e. Case type: limited civil unlimited civil probate family law other (specify):
- f. Filing date:
- g. Has this case been designated or determined as "complex?" Yes No
- h. Relationship of this case to the case referenced above (check all that apply):
 - involves the same parties and is based on the same or similar claims.
 - arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
 - involves claims against, title to, possession of, or damages to the same property.
 - is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
 - Additional explanation is attached in attachment 3h
- i. Status of case:
 - pending
 - dismissed with without prejudice
 - disposed of by judgment

4. Additional related cases are described in Attachment 4. Number of pages attached: _____

Date: April 9, 2009

Barry Van Sickle

(TYPE OR PRINT NAME OF PARTY OR ATTORNEY)

(SIGNATURE OF PARTY OR ATTORNEY)

EXHIBIT D

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 04/30/09

DEPT. 56

HONORABLE JANE L. JOHNSON

JUDGE

C. WRIGHT
S. WORKU, C.A.

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

NONE

Reporter

8:30 am

BC411018

Plaintiff
Counsel

LAURA ANN DECRESCENZO

NO APPEARANCES

VS

Defendant
Counsel

CHURCH OF SCIENTOLOGY
INTERNATIONAL

NATURE OF PROCEEDINGS:

COURT'S RULING REGARDING NOTICE OF RELATED CASE

The Court, having read and considered the Notice of Related Case filed April 22, 2009 by Plaintiff, deems this case, BC411018, not related to cases BC404958 and BC405834 because it involves a different party, and while based on some similar claims, concerns different incidents and transactions. California Rule of Court 3.300(a)(1), and (2).

Counsel for moving party/Plaintiff is ordered to give notice.

**CLERK'S CERTIFICATE OF MAILING/
NOTICE OF ENTRY OF ORDER**

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that this date I served Notice of Entry of the above minute order of Apr 30, 2009 upon each party or counsel named below by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original entered herein in a separate sealed envelope for each, addressed as shown below with the postage thereon fully prepaid.

Date: April 30, 2009

MINUTES ENTERED 04/30/09 COUNTY CLERK

5/1/09

54

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 04/30/09

DEPT. 56

HONORABLE JANE L. JOHNSON

JUDGE

C. WRIGHT

DEPUTY CLERK

S. WORKU, C.A.

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

NONE

Reporter

8:30 am

BC411018

Plaintiff

Counsel

LAURA ANN DECRESCENZO

NO APPEARANCES

VS

Defendant

Counsel

CHURCH OF SCIENTOLOGY
INTERNATIONAL

NATURE OF PROCEEDINGS:

John A. Clarke, Executive Officer/Clerk

By: C. Wright
C. Wright, Deputy

Barry Van Sickle
Attorney at Law
1079 Sunrise Avenue, Suite B-315
Roseville, CA 95661

MINUTES ENTERED
04/30/09
COUNTY CLERK

5/1/09

55

EXHIBIT E

FILED
LOS ANGELES SUPERIOR COURT

MAY 19 2009

JOHN CLARKE, CLERK
BY MARY GARCIA, DEPUTY

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

5 Attorney for Plaintiff
LAURA ANN DeCRESCENZO

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF LOS ANGELES

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

12 vs.

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

15 Defendants

) 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

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 5 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 Holliness Church Corp. 210 F.2d 879 (7th Cir. 1954). See also,
27 Prince v. Massachusetts, (1944) 321 U.S. 158 (Child Labor).

28

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.

28

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

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66

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 (E199461)) 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 it
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 59) Plaintiff therefore seeks rescission and cancellation
2 of all documents in which she, directly or indirectly, expressly
3 or implicitly, essentially and in effect, purported to waive her
4 rights and claims under the labor and human trafficking laws, to
5 free speech and other inalienable rights under the California
6 Constitution.

7 **SECOND CAUSE OF ACTION FOR VIOLATION**
8 **OF B&P CODE §17200 ET. SEQ**

9 60) Plaintiff realleges and incorporates the above
10 paragraphs in their entirety and the allegations below in the
11 Third and Fourth Causes of Action.

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

- 19 a) failure to pay minimum wage;
20 b) failure to pay overtime;
21 c) failure to post Wage Orders and similar items;
22 d) failure to give proper breaks, rest periods and days
23 off;
24 e) depriving minors of required education;
25 f) working minor employees illegal hours at illegal
26 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 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

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

- n) Defendant CSI coerced Plaintiff into having an abortion when she was still a minor. Plaintiff was required to have an abortion to keep her employment and avoid adverse consequences in her employment;
- o) Requiring that employees submit to interrogation on a primitive lie detector type device called an e-meter in violation of state and federal laws prohibiting mandatory use of lie detectors or similar devices in interrogations and examinations as a condition of continued employment. See e.g., Labor Code §432.2;
- p) Engaging in Human Trafficking in violation of state and federal law as alleged in more detail below;
- q) Refusing to give employees copies of signed instruments in violation of Labor Code §432;
- r) Violation of Plaintiff's inalienable rights guaranteed by Article 1, Section 1 of the California Constitution including Plaintiff's right to privacy and to make her own free choice on having children. See e.g. Hill v. National Collegiate Athletic Assn. (1994) 7 Cal.4th 1, 15-16 and American Academy of

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

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

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

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

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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
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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;
- 27
28

- 1 6) An award of reasonable attorney's fees computed with an
- 2 appropriate lodestar in consideration of the difficult
- 3 and litigious nature of Defendant;
- 4 7) As against all Defendants, including Does if named,
- 5 economic damages caused by Defendant's fraud in
- 6 accordance with proof;
- 7 8) Such other relief as the court may deem just including
- 8 costs. Plaintiff will seek leave of court to allege and
- 9 seek punitive damages.

10 May 12, 2009



11 _____
12 BARRY VAN SICKLE
13 Attorney for Plaintiff
14 LAURA ANN DeCRESCENZO

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EXHIBIT F

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11 Attorneys for Defendant,
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13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

16 LAURA ANN DeCRESCENZO, aka
LAURA A. DIECKMAN,

17 Plaintiff,

18 v.

19 CHURCH OF SCIENTOLOGY
INTERNATIONAL, a corporate entity,
20 and DOES 1-20,

21 Defendants.

) Case No. BC 411018

) **NOTICE TO ADVERSE PARTY;
REMOVAL OF CIVIL ACTION**

) Com plaint Filed: Apr 2, 2009
) Trial Date: N/A

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25 TO PLAINTIFF LAURA ANN DeCRESCENZO, aka LAURA A. DIECKMAN, AND
26 HER ATTORNEY OF RECORD:
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PLEASE TAKE NOTICE that on June 4, 2009, defendant, Church of Scientology International filed a Notice of Removal of the above-entitled action to the United States District Court for the Central District of California. A true and correct copy of the Notice of Removal filed with the federal court is attached hereto as Exhibit A.

DATED: June 3, 2009

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G. SAMUEL CLEAVER

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KENDRICK L. MOXON



Harold M. Brody

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Church of Scientology International

EXHIBIT G

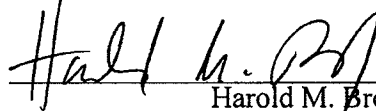
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court is attached hereto as Exhibit A. Pursuant to 28 U.S.C. Section 1446(d), this court "shall proceed no further unless the case is remanded."

DATED: June 4, 2009

PROSKAUER ROSE LLP
ANTHONY J. ONCIDI
HAROLD M. BRODY
G. SAMUEL CLEAVER

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KENDRICK L. MOXON



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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I declare that: I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 2049 Century Park East, Suite 3200, Los Angeles, California 90067.

On June 4, 2009, the foregoing documents described as:

REMOVAL OF CIVIL ACTION FROM THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES TO THE UNITED STATES DISTRICT COURT

were served on the interested parties in this action:

by placing the original a true copy thereof enclosed in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

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

(By E-mail) By electronic transmission of a copy of the document.

(By Overnight Courier) By causing such envelope to be delivered the next business day to the office of the addressee via Federal Express or other similar overnight delivery service.

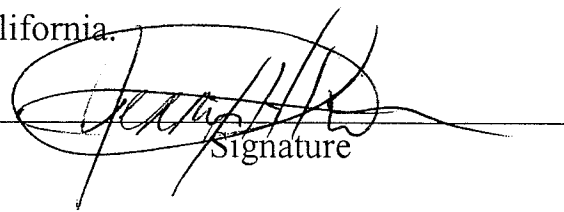
(By Personal Service) By personally delivering such envelope to the office of the addressee.

(Federal) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 4, 2009 at Los Angeles, California.

Jennifer H. Kwon

Print Name


Signature

SERVICE LIST

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