

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

TONJA BURDEN,) CASE N° 80-?01-Civ-TK
Plaintiff)
) SECOND AMENDED COMPLAINT
VS.)
CHURCH OF SCIENTOLOGY OF)
CALIFORNIA, FLAG SERVICE) PLAINTIFF DEMANDS A TRIAL
ORG, INC., L. RON HUBBARD,) by jury _____
and MARY SUE HUBBARD,)
Defendants)

Plaintiff for Herself alleges:

I.

JURISDICTION

1. The jurisdiction of this Court arises under Title 28 United States Code §1332 on the grounds of diversity of citizenship. The damages sought by plaintiff exceed the sum of Ten Thousand (\$10,000.0) Dollars.

II.

PARTIES - PLAINTIFF

2. Plaintiff is a resident of the city of Las Vegas the State of Nevada.

III.

PARTIES - DEFendants

3. Defendant, Church of Scientology of California ("California") is a corporation organized and existing under the laws of the state of California,

having a principal office and place of business in the City Of Clearwater, in the State of Florida, and it is doing business in the State of Florida and within the territorial jurisdiction of this Court.

4. Flag Service Org, Inc. ("Flag") is a Florida corporation owned, operated and controlled by California through which California is now doing business in the State of Florida. On or about December 30, 1981, during the pendency of this suit, California transferred its assets in Florida to "Flag". California continues to dominate and control "Flag" and do business in Florida through "Flag" as it has always done.
5. L. RON HUBBARD (Hubbard) is the founder of California and at all times material to this Complairt was, by virtue of his role as the founder and leader of Scientology, overall supervisor of the Guardian's Office (G.O.) of California and overall supervisor of the Commodore's Messenger Org (C.M.O.) The Guardian's Office and the C.M.O. had agents operating in Clearwater, Florida under the ultimate control of Hubbard. Hubbard was knowledgeable and had ultimate control over the activities of employees of California and specifically over the C.M.O. and the Guardian's Office as pled herein. Hubbard was r. resident of the State of Fleorida in September 1975 through several months into 1976 at which time some of the acts complained of against the defendants herein commenced although many of said acts were not discovered until November 1979. Hubbard has subsequently become a non-res dent of the State of Florida and is now concealing his whereabouts through an elaborate system with the goal of avoiding

service of legal process or summons. The acts alleged herein of all co-defendants are acts as agents of Hubbard and said acts constituted a course of conduct carried on within the State of Florida under the orders and supervision of Hubbard for the purpose of realising a pecuniary benefit by Hubbard. The acts of Hubbard against plaintiff were for the purpose of causing consequences in the State of Florida by fraudulently using the 'services, time and labor of the plaintiff. Hubbard is believed to be a resident of the State of California, however, he conceals his actual whereabouts.

S. MARY SUE HUBBARD (M.S.H.) is the wife of Hubbard, the founder of California. M.S.H. held the title of "Controller" and "Commodore Staff Guardian" (CSG) and as the second person in the hierarchy of the Church of Scientology, had duties which included supervision of the Guardian's Office. M.S.H. exercised control of the Guardian's Office which had an office in Clearwater, Florida from which activities as pled herein were carried out. M.S.H. was a resident of the State of Florida from September 1975 to several months of 1976 during which time the course of conduct as pled herein took place. M.S.H. has subsequently become a non-resident of the State of Florida and is now concealing her whereabouts through' an elaborate system with the goal of avoiding service of legal process or summons. All employees and agents of California set forth in this Complaint acted under the direction and control of M.S.H. and were agents of M.S.H. in carrying forth her commands as Commodore Staff Guardian and "Controller" of California." M.S.H. acted at her husband's direction, and in her husband's stead as his agent and in said role was in charge of and directed the actions against plaintiff as pled herein which actions

were carried out under her direction by crew/staff members of "California". The wrongful acts complained of herein took place during the time period M.S.H. was a resident of Florida and continued through the activities of her agents after she left Florida.

7. The specific allegations pertaining to the sets of L. Ron Hubbard and Mary Sue Hubbard in connection with their responsibility for and involvement in the four causes of action in this Complaint are set forth under each Count. The following is a narrative summary of the facts supporting plaintiff's Cause of Action.

IV.

FACTUAL ALLEGATIONS

8. At all times material herein, the Hubbards and California held themselves out to the plaintiff to be a part of a legitimate law-abiding, scientific, educational organization engaged in the business of providing goods and services as a non-profit organization wherever they were authorized by law to do business. Defendants perpetrated the acts set forth in this Complaint as a matter of written policy, composed, implemented and enforced by the individual defendant, Hubbard, and specifically implemented against the plaintiff by the employees of Hubbard and the corporate defendants pursuant to the written directives and policy of Hubbard. The policies, doctrine and conduct alleged herein constitute a civil conspiracy by the defendants to commit the torts set forth herein.
9. Defendants have for a period exceeding fifteen {15} years engaged in a pattern of mail fraud and conspiracy to commit mail fraud. In connection with said mail fraud, defendants "California" and Hubbard wrote, published and

disseminated the publications set forth below through the mails to plaintiff in at least three separate places on numerous occasions as follows: February - March 1973 in Las Vegas, Nevada; in April - July 1973- in Los Angeles, California; and from October 1975 to December 1977 in Clearwater, Florida. The following publications contain selected examples of "non-religious", "false" secular representations as excerpted from a federal judgement in the case set forth in paragraph 10 of .his Complaint, and made to plaintiff and her parents:

- (a); Eight-page pamphlet, entitled " that Is Scientology?"

"Scientology is today the only successfully validated psychotherapy in the world. Tens of thousands of completely documented cases exist in the files of the Hubbard association of Scientologists International."

"The first science to put the cost of psychotherapy within the range of any person's pocket-book. A complete Freudian analysis costs \$8,000 to \$15,000. Better results can be achieved in Scientology for \$25.00 and, on a group basis for a few dollars."

"The first science to make whole classes of backward children averagely bright using only drills the teacher can do a few minutes in each day."

"The first science to determine the basic cause of disease."

"The first science to contain exact technology to routinely alleviate physical illnesses with complete predictable success."

"The first science of mind to prove conclusively that physical illness can stem from mental disturbance, a fact which Freud held only as a theory, and only seldom demonstrated."

- (b) Twenty-four page pamphlet, entitled "Ability Issue 71: Being Clear and How to Get There" by L. Ron Hubbard.

"Scientology, the optimum individual is called the clear. One will hear much of that word, both as a noun and a verb, so it is well to spend time here at the outset setting forth exactly what can be called a clear, the goal of Scientology processing."

"[A clear can be tested for any and all psychoses, neuroses, compulsions and regressions (all aberrations) and can be Examined for any autogenic (self-generated) diseases referred to as psychosomatic ills. These tests confirm the clear to be entirely without such ills or aberrations. Additional tests of his intelligence indicate it to be high above the current norm. Observation of his activity demonstrates that he pursues existence with vigor and satisfaction."

"Further, these results can be obtained on a comparative basis. A neurotic individual, possessed also of psychosomatic ills, can .. be tested for those aberrations and illnesses' demonstrating they exist. He can then be given Scientology processing to the end of clearing these neuroses and ills. Finally, he can be examined, with the above results. This, in passing, is an experiment which has been performed many times with invariable results. It is a matter of laboratory test the all individuals; who have organically complete nervous systems respond in this fashion to Scientology clearing."

(o) Book, entitled "Dianetics: The Modern Science of Mental Health", by L. Ron Hubbard.

"Simple though it is, dianetics does and is

1. It is an organized science of thought built on definite axioms: statements of natural laws on the order of those of the physical sciences.
- 2, It contains a therapeutic technique with which can be treated all inorganic mental ills and all organic psychosomatic ills, with assurance of complete cure in unselected cases.
- 3 It produces a condition of ability and . rationality for Man well in advance of the current norm, enhancing rather than destroying his vigor, and personality.
4. Dianetics gives a complete insight into the full potentialities of the mind, discovering them to be well in excess of past supposition.
5. The basic nature of man is discovered in •- dianetics rather than hazarded or postulate since that basic nature can be brought int^o action in any individual completely. And that basic nature is discovered to be good
6. The single source of mental derangement discovered and demonstrated, on a clinical or laboratory basis, by dianetics.

7. The extent, storage capacity and re-callability of the human memory is finally established by dianetics.
8. The full recording abilities of the mind are discovered by dianetics with the conclusion that they are quite dissimilar to former suppositions.
9. Dianetics brings forth the non-germ theory of disease, complementing bio-chemistry and Pasteur's work on the germ theory to embrace the field.
10. With dianetics ends the "necessity of destroying the brain by shock or surgery to effect "tractability" in mental patients and "adjust" them.
11. A workable explanation of the physiological effects of drugs and endocrine substances exists in dianetics and many problems posed by endocrinology are answered."

"CHAPTER V

PSYCHOSOMATIC ILLNESS"

'Psychosomatic illnesses are those which have a mental origin but which are nevertheless organic. despite the fact that there existed no precise scientific proof of this before dianetics, an opinion as to their existence has been strong since the days of Greece, and in recent times various drug preparations have been concocted and sold which were supposed to overcome these sicknesses. Some success was experienced, sufficient to warrant a great deal of work on the part of researchers. Peptic ulcers, for instance, have yielded to persuasion and environmental change. A recent drug called ACTH has had astonishing but wildly unpredictable results. Allergies have been found to yield more or less to things which depressed histamine in the body. "

"The problem of psychosomatic illness is entirely Embraced by dianetics, and by dianetic technique such illness has been eradicated entirely in every case."

"On the physical therapy level anything as violent as surgery or exodontistry in the psychosomatic place is utter barbarism in the light of dianetics. "Toothache" is normally psychosomatic."

'Organic illnesses enough to fill several catalogues are psychosomatic. No recourse to surgery of any kind should be had until it is certain that the ailment is not psychosomatic or that the illness will not diminish by itself if the potency of the reactive mind is reduced."

- (d) Twelve-Page Pamphlet, entitled, "Ability Issue 72";
- (e) Sixty-Four Page Booklet entitles: "Scientology: The Fundamentals of Thought", by L. Ron Hubbard. Subtitle: "The Basic Book of the Theory and Practice Of Scientology for Beginners".

Scientology is that branch of psychology which treats of (embraces) human ability. It is an Extension of DIANETICS * * * Scientology is actually a new but very basic psychology in the most exacting meaning of the word. It can and does exchange behaviour and intelligence and it can and does assist people to study life.

Scientology, used by the trained and untrained person improves the health, intelligence, ability, behaviour, skill and appearance of people.

It is a precise and exact science, designed for an age of exact sciences. ,'- .

Scientology is employed by an Auditor (one who listens and commands) as a set of drills (exercises, processes) upon the individual, and small or large groups. It is also employed as an educational teaching subject. It has been found that persons can be processed (drilled) in Scientology with Scientology exercises and can be made well at many, many illnesses and can become brighter, more alert and more competent. BUT if they are only processed they have a tendency to be overwhelmed or startled and although they may be brighter and more competent they are still held down by an ignorance of life, therefore, it is far better to teach AND process (audit, drill) a person than only to process him. In other words, the best use of Scientology is through processing and education in Scientology. In this way there is no imbalance. It is interesting that people only need to study Scientology to have some small rise in their own intelligence, behaviour and competence. The study itself is therapeutic (good medicine) by actual testing.

Tens of thousands of case histories (reports on patients, individual records) all sworn to (attested before public officials) are in the possession of the organizations of Scientology. No other subject on earth except physics and chemistry has had such a grueling testing (proofs, exact findings). Scientology, in the hands of an expert (Auditor) can cure same 70% of Man's illnesses (sicknesses). Scientology is used by some of the largest companies (business organizations) on Earth. It is valid. It has been tested. It is the only thoroughly tested system of improving human relations, intelligence and character _ and is the only one which does.

- (f) Seventy-One Page Booklet, entitled, "The Problems of Work", by L. Ron Hubbard.

"Scientology is the first American science of Men. It is the technical know-how of the American applied to himself. In contrast to the metaphysical thinking of Europe that his formed the basis of our concepts of ourselves, Scientology as a technology is factual and as

exact as the technologies that have the development of the atom bomb ... and it has a like source - the first class in nuclear physics, taught at George Washington University."

"Scientology can and does change human behaviour for the better. It puts the individual under control of himself - where he belongs. Scientology can and does increase human intelligence. By the most exact tests known it has been proven that Scientology can greatly increase intelligence in the individual And Scientology can do other things. It can reduce reaction time and it can pull the years off one's appearance. But there' is no intention here to give a list of all it can do. It is a science of life and it works. It adequately handles the basic rules of life and it brings order into chaos."

"The mysteries of life are not today, with Scientology, very mysterious. Mystery is not a needful ingredient. Only the very aberrated man desires to have vast secrets held away from him. Scientology has slashed through many of the complexities which have been erected for men and has bared the core of these problems Scientology for the first time in man's history

ability, bring about a return of the ability play a game, and permits man to escape from the dwindling spiral of his own disabilities. Therefore, work itself can become a game, a pleasant and happy thing."

- (g) "Hard Cover Book, 112 Pages, entitled: "All About Radiation, by a Nuclear Physicist and a Medical Doctor".

"We care very little about whether there is radiation in the atmosphere because a person who is in excellent physical condition does not particularly suffer mentally and thus physically from the effects of radiation. When a person is at a level where his general physical health is good, then this worry is not capable of depressing him into ill-health. Radiation is more of a mental than a physical problem and Scientology handles that."

"The reaction to radiation in persons who have been given Scientology processing is by actual tests much lower than those who have not received it. We have conducted many experiments in that direction. But even we would find it difficult and even antipathic to get everybody together and give them the amount of group processing needed, as a safeguard against radiation."-

10. The foregoing publications and representations have been excerpted and quoted directly from the "Appendix" in the

case of United States v. Article or Device 333 F. Supp. 357 at 365 pis.Col.D. 1371), where a Federal Court found that the quoted publications were "Non-religious, and Samples of False or Misleading Claims, (Emphasis Supplied).

The Circuit Court of Appeals affirmed the foregoing case, issuing the following "Judgement":

ORDERED, ADJUDGED, and DECREED that such condemned E-Meters and literature shall be deemed to comply with the law if and only if they are used, sold or distributed in accordance with the following specific conditions:

- 1 E-Meters shall be used or sold or distributed only for use in bona fide religious counseling.
- 2 Each E-Meter shall bear the following warning printed in 11-point leaded type, permanently affixed to the front of the E-Meter so that it is clearly visible when the E-Meter is used, sold or distributed:

The E-Meter is not medically or scientifically useful for the diagnosis, treatment, or, prevention of any disease. It is not medically or scientifically capable of improving the health or bodily functions of anyone.

- 3: Any and all items of written, printed, or graphic matter which directly or indirectly refers to the E-Meter or to Dianetics and/or Scientology and/or auditing or processing shall not be further used or distributed unless and until the item shall bear the following prominent printed warning permanently affixed to said item on the outside front cover or on the title page in letters no smaller than 11-point leaded type:

WARNING

The device known as a Hubbard Electrometer" or E-Meter, used in auditing, a process of Scientology and Dianetics, is not medically or scientifically useful for the diagnosis, treatment, or prevention of any disease. It is not medically or scientifically capable of improving the health or bodily functions of anyone.

11. A copy of the foregoing "Judgement" is attached hereto, and made a part hereof as Exhibit 1. On or about February - March 1973, plaintiff, then thirteen (13) years of age, and her parents were entitled to receive the Warning" required

by said Judgement specifically in connection with the following publications and the representations herein, published by the Church of Scientology of California and mailed to the plaintiff and her parents in Las Vegas, Nevada:

- (a) Eight-page pamphlet entitled: "What is Scientology";
- fb) Book entitled: "Dianetics: The Modern Science of Mental Health¹";
- (c) Book entitled: "All About Radiation, by a Nuclear Physicist and a Medical Doctor".

12. Notwithstanding the foregoing "Judgement" on or about March, 1973, plaintiff and her parents paid for and received from "California" the publications set forth in paragraph 11, did not receive the foregoing "Warning"; and were told the following by an employee of California:

- (i) Scientology is an educational, religious⁷ scientific, non-profit organization, abiding by the laws of the United States governing non-profit, religious organizations, dedicated to the well-being of mankind and engaged in lawful, religious, educational and scientific research, study and practice's;

Scientology and auditing were scientifically guaranteed to cure health problems and diseases;
- (c) Scientology and auditing were scientifically guaranteed to raise plaintiff's I.Q.;
- (c) Scientology and auditing were scientifically guaranteed to promote family unity and preserve marriages;
- (e) The defendant, L.Ron Hubbard, was 'a nuclear physicist and a medical doctor with degrees from George Washington University and Princeton University. Hubbard was a war hero; he was severely wounded after serving four (4) years in actual combat in the South Pacific from 1941 through 1944; and that he cured himself through auditing while spending one year in a military hospital for wounds, including blindness from an exploding shell, received, in combat. The agent showed plaintiff numerous publications with the foregoing representations.
- (fl) Auditing disclosures were completely confidential;
- (g) Scientology and auditing were scientifically guaranteed to prevent colds, improve eyesight,

cure neuroses, cure mental, physical and emotional problems. Hubbard was the living proof that physical illness such as combat wounds could be cured, and after the war he completely healed himself.

(h) Scientology and auditing were scientifically guaranteed to improve plaintiff's career opportunities.

(i) Hubbard was a world renowned explorer having completed numerous expeditions.

13. On or about March, 1973, in Las Vegas, Nevada, plaintiff's father specifically relied upon the foregoing representations set forth in paragraphs 8 and 12 and the publications set forth in paragraph 11. Plaintiff's father particularly and expressly relied upon the representations that L. Ron Hubbard was a medical doctor, a nuclear physicist, a college graduate from George Washington University and Princeton University, that Hubbard had served four (4) years in actual combat and had healed himself of combat wounds including blindness from an exploding shell through the power of Scientology, dianetics and auditing. Plaintiff's father specifically relied upon the representation that "California" and Scientology were a world-wide scientific, educational organization engaged in law-abiding, scientific practices and policies throughout the United States and the world.

14. An employee of "California" also showed plaintiff and her father "price lists" for various publications and courses offered by "California". The employee stated that in order to obtain the publications and courses, plaintiff's father must raise money to pay for them, but the plaintiff could receive some additional courses if the family moved to Los Angeles and worked for "California". Relying on these representations and those set forth in paragraph 13, plaintiff's father sold various assets and moved the family, including the plaintiff, her brother and plaintiff's mother

to Los Angeles, California, for the purpose of purchasing Scientology courses and joining "California" as an employee and member.

15. Plaintiff and her father were told by an employee of "Californii" that if plaintiff's father purchased Scientology courses, moved to Los Angeles, and plaintiff entered into a "contract" with "California", plaintiff would receive the following:

- (a) Plaintiff would study five (5) hours a day, five (5) days a week and receive a high school degree and eventually work towards a college degree;
- (b) Plaintiff would live in clean, comfortable, private buildings owned by "California".
- (c) Plaintiff would work five (5) days a week, five (5) hours a day with two (2) days off;
- d) Plaintiff would receive a substantial paycheck for the hours worked and eventually would earn as much as \$100.00 per week; and
- s) Plaintiff would receive all services, food, and medical care, in addition to housing.

16. Between summer 1973 and March, 1974, in Los Angeles, California, plaintiff's parents paid for and received from "California" all of the publications set forth in paragraph 9, which they had not previously purchased. Plaintiff's parents also purchased additional publications, which together with those set forth in paragraph 11, did not have the "Warning" required by said "Judgement" set forth in paragraph 10. In addition, plaintiff and her parents read in these publications and were told by employees of "California" on a regular basis the following:

If plaintiff undertook "auditing", all information disclosed in "auditing", all information disclosed in "auditing"

would remain confidential with her "auditor" and she was "scientifically guaranteed" the following benefits:

- (a) It would cure all mental, emotional and physical problems;
- (b) It would raise I.Q. level;
- (c) It would prevent and cure colds;
- (d) It would improve eyesight of plaintiff;
- (e) It would increase plaintiff's career opportunities and accelerate her high school and college degrees; and
- (f) It would raise the I.Q. level of plaintiff's children.

17. Plaintiff particularly relied upon the fact that her "auditor" would keep confidential everything she told him, that "auditing" was invented by Hubbard, that Hubbard was a medical doctor, a nuclear physicist, a college graduate, and that Hubbard invented "auditing" after being severely wounded in four (4) years of combat, in order to cure his blindness from war wounds.

18. As a result of the foregoing, between summer, 1973 and May, 1974, in Los Angeles, California, plaintiff underwent numerous "auditing" sessions during which she disclosed virtually every detail of her personal life and every detail she knew about other lives, including her parents.

19. Between summer, 1973 and May 1974, "California" placed plaintiff in the "Cadet Organization" at 811 Beacon Street, Los Angeles, California. Defendants separated plaintiff from her parents at the American Saint Hill Organization, (A.S.H.O.), in Los Angeles, California, and only allowed plaintiff to see her parents at limited times..

20. The "Cadet Organization", operated by "California" was designed to indoctrinate children about Scientology, and it housed 400

children in two buildings. Employees of "California" instructed plaintiff to care, clean, and feed the children. Plaintiff and another thirteen year old child supervised many children and worked approximately 12-15 hours per day. Glass lay strewn over the floors and live electrical vires were exposed in areas where the children played. "California" served little or no food to plaintiff, and served spoiled milk laden with maggots to the plaintiff. Plaintiff cleaned toilets daily. Plaintiff reported these squalid conditions by letter to Hubbard but Hubbard and "California" failed to rectify the problems.

21. On or about February, 1974, in Los Angeles California, plaintiff was solicited by Ron Strauss, an employee of California to work directly for Hubbard on board Hubbard's ocean-going vessel, the "Apollo". Plaintiff was told by Strauss and others that selected applicants would:
 - (a) live in lavish quarters aboard a luxury liner;
 - (b) receive medical care, meals, and all incidental services aboard the luxury liner with at least two (2) days off per week;
 - (c) receive substantial pay, eventually in excess of \$100.00 per week aboard the luxury liner, while working five (5) hours per day and studying five (5) hours per day.
 - (d) would be enrolled in the Castlehome School in Copenhagen, Denmark, where during certain specified periods she would receive a formal education, eventually receiving a high school and a college degree, and that her study on the "Apollo" would accelerate her education at "Castlehome".

22. Relying upon these representations and believing them to be true, plaintiff, applied for a position with the Flag Headquarters aboard the "Apollo". "California"--transferred plaintiff to "Folo", a Scientology base located at the "Manor" on Franklin Street in Los Angeles, California. "California" placed plaintiff in the Flag Readiness Unit (FRU) and conducted "security checks" on a type of lie detector, (the E-Meter), to determine and ensure that plaintiff was qualified to join the "elite" corps on the "Apollo". In these "security checks", plaintiff was required to disclose everything about herself and all thoughts or actions against Scientology or the Hubbards. Employees of "California" interrogated plaintiff during "security checks" on the E-Meter to discover if she had any connection with "suppressive persons". Defendants instructed plaintiff that "suppressive persons" were those hostile to Scientology, with whom she was required to sever all communication. During this period, plaintiff was required to follow strict commands of employees of "California", called "Training Routines", which "Training Routines" were written and implemented through "California" by Hubbard for the purpose of obtaining unquestioned obedience to the demands of Hubbard.
23. Defendants refused to disclose the location of the "luxury liner", "Apollo"} employees of "California" "programmed" plaintiff to recite standard responses to any and all inquiries from customs and immigration officials regarding plaintiff's purposes and destination. Defendants demanded that plaintiff recite fabricated responses to customs agents, government officials or any other persons. Defendants demonstrated plaintiff's "in transit" conduct with clay model simulations, which simulations were required for the purpose of deceiving customs officials of the United States and other countries.

24. Between May, 1974 and September 1974 on board the "Apollo", plaintiff was placed in the "Estates Project Force" (EPF), where she was required to labor for defendants from 6:00 A.M. to midnight; she worked seven days a week scrubbing clothes by hand and cleaning cabins. Plaintiff was frequently forced to work two, three and four consecutive twenty-four hour days without sleep or respite. Hubbard and his employees forced plaintiff to run "laps" for alleged violations in performance of assigned chores. The employees assigned "amends work" (additional work to be performed during plaintiff's sleep or mealtime hours) regularly for minor purported transgressions. When plaintiff complained, Hubbard's employees assigned her to one month's work in the galley washing pots and pans. Hubbard and his employees imprisoned plaintiff in the EPF for three months and paid plaintiff \$2.90 per week.
25. On or about the latter part of September, 1974, employees of Hubbard on the "Apollo" informed plaintiff that plaintiff's father had been declared a "spy" and branded her father a "suppressive person". Plaintiff cried and demanded to be released to reunite with plaintiff's parents. Defendants refused plaintiff's request and ordered plaintiff to "disconnect" from her parents by severing communication with them. Plaintiff knew at that time that a "suppressive person" could be attacked by Scientology and she became extremely frightened for her own welfare and that of her parents.
26. Hubbard's employees on the "Apollo" required plaintiff to perform "Training Routines" requiring strict and unquestioned obedience to the orders of Hubbard and his employees. Plaintiff was required to work for extensive periods and undergo "auditing sessions" to enforce the severance from her parents and to enforce the conviction that her parents were "suppressive persons".

27. Plaintiff was assigned to serve Hubbard in the following manner as his personal servant: she assisted Hubbard in the morning in rising from his bed; she lit his cigarettes, and caught the ashes; she prepared his shower and toiletries and helped him dress. Plaintiff performed various other personal chores and served as Hubbard's personal messenger. She carried messages between Hubbard and the radio machines aboard "Apollo". Plaintiff was paid approximately \$17.00 per week while working approximately 80 hours per week during the period she worked directly for Hubbard.
29. In September, 1975, Hubbard made arrangements to sell the "Apollo" and he moved all of his agents and employees/ first to Daytona and then to Clearwater, Florida. Hubbard purchased many buildings in Clearwater taking title in the name of the Church of Scientology of California. Hubbard called the operations of "California" in Florida, "Flag".
29. Between September 1975 and March, 1976, plaintiff worked directly fo the Hubbards in Florida. Plaintiff received instruction in the coding and decoding of telexes for Hubbard's telex machines. Plaintiff learned numerous codes and participated in the coding and decoding of telexes for various "operations" called "Operation Freakout", "Operation Goldmine", "Operation Snow White", and others. Plaintiff delivered messages between L. Ron Hubbard, Mary Sue Hubbard and others and observed the Hubbards during this period of time operate the Church of Scientology throughout the world from Clearwater, Florida. Hubbard's operations and his control of Scientology during this period of time involved hundreds of criminal operations to burglarize and steal from government agencies and private agencies and groups and also to attack and destroy private agencies and groups, as more fully set forth infra. Plaintiff did not learn of the nature of these "operations" until January 1980,

- but she was made to unknowingly participate in them,
as a minor, from the time she was on the "Apollo" as Hubbard's
personal servant up to and including the summer of 1977.
10. between September, 1975 and the summer of 1977, plaintiff
unwittingly participated as a "decoder" and a "messenger"
in Clearwater, Florida in the conduct of the "operations"
of Hubbard and California. Plaintiff worked approximately
80 hours per week during this period and received the sum
of \$17.00 per week from "California". Despite these long
hour a of work with little pay, plaintiff was forced to
sign "Promissory Notes" to "California", copies of which
are attached hereto as Exhibit 2.
 31. Between September 1975 and the summer of 1977, plaintiff
received no education and was forced to participate in
the creation of "phony" classrooms in order to deceive
educational, officials from Florida.
 32. Between September, 1975 and December 1977, in Florida,
plaintiff was required to read numerous publications of
Hubbard and "California" including the following:
 - (a) "Ability Issue 71s Being Clear and How
to Get These";
 - (b) "Ability Issue 72";
 - (c) "Scientology: The Fundamentals of Thought";
 - (d) "The Problems of Work";
 - (e) "Dianetics, The Original Thesis".
 33. Between September, 1975 and December 1977, in Florida,
it was continuously represented to plaintiff that Hubbard
was a nuclear physicist, a graduate of many universities
including Princeton, had cured his own blindness and other
wounds with auditing, which wounds he received during four
(4) years of actual combat in W.W. II, that Scientology
and auditing were scientifically guaranteed to cure any
disease and solve any problem, that Scientology was a

scientific and educational organization operating in accordance with all of the laws of the United States and that auditing was absolutely confidential.

34. Between September, 1975 and December, 1977, plaintiff underwent numerous "auditing sessions" and "security checks" during which period of time in Florida, she revealed everything about herself and her family.
35. In August, 1977, plaintiff refused to obey an order. Hubbard sent plaintiff to the galley and ordered the plaintiff to perform menial labor. Plaintiff suffered an emotional and physical collapse, and she was thereafter incarcerated in the Rehabilitation Project Force (RPF) on orders of Hubbard. Hubbard created the RPF to serve as a "concentration camp" where "security threats" were kept under guard.
36. Defendants labeled the plaintiff "treasonous" and required plaintiff to labor 18 hours daily, 7 days a week as a prisoner in the RPF. Defendants fed plaintiff rice and beans. Plaintiff was ordered to undergo "auditing" to "audit out" evil purposes harbored against Scientology and Hubbard. Plaintiff experienced emotional and mental trauma during this incarceration.
37. Plaintiff escaped from the RPF prison and Scientology in Clearwater, Florida, in November, 1977, with the assistance of her father and relatives.
38. Two weeks after plaintiff returned to Las Vegas, Nevada, two of Hubbard's employees came to her house, coaxed her into going with them for a "cup of coffee" in order to discuss Hubbard and Scientology. Hubbard's employees seated plaintiff in the middle of the front seat of their car and sat on either side of plaintiff and then drove her to Los Angeles against her will and despite her pleas not to take her away.

39. . Hubbard's employees locked plaintiff in a room and forced her to undergo a "security check" on the E-Meter. Frightened and crying, plaintiff complied. Plaintiff was forced to sign a "Nondisclosure and Release Bond", a copy of which is attached hereto as Exhibit 3, which she was not allowed to read as well as other documents which she did not read. Plaintiff was told that she could not leave the room until she signed the documents. Hubbard's employees only released plaintiff after she signed the documents and convinced them that she would return after a Christmas family reunion.
- 40., When plaintiff refused to return, defendants' employees thereafter continuously harassed and intimidated her.
41. Plaintiff demanded the return of her personal property valued at \$800.00 and defendants refused. Defendants then sent a bill to the plaintiff, first in the amount of \$59,000 and then a "corrected bill" for \$36,000.00. Defendants subsequently sent a "re-corrected bill" for \$61000.00, a copy of which is attached hereto as Exhibit 4.
42. Following plaintiff's escape from Scientology, Hubbard and "California", through the "Guardian's Office" engaged in a series of multiple offenses involving extortion in connection with plaintiff's auditing information. Between January, 1980 and October, 1980, in Clearwater, Florida; Tampa, Florida; Boston, Massachusetts; Las Vegas, Nevada; Los Angeles, California; and Washington, D.C., the defendants, under the written policies of Hubbard, disseminated through agents of the corporate defendants, in those localities, information concerning the plaintiff's drug history, family background, sexual history, and mental and emotional history. All of the foregoing information was provided to the defendants in supposed confidence during plaintiff's involvement with the

the corporate defendants. The information was disclosed to the Cleawater Sun, the Readers' Digest, the St. Petersburg Times, the Los Angeles Times, the Las Vegas Review Journal, the Boston Globe and other media publications. The practice of using "auditing information" for extortionate purposes is a written policy of Hubbard and "California" conducted over many years and constitutes a civil Conspiracy. This conspiracy is reflected in the documents attached as Exhibit 5.

43. In Las Vegas, Nevada, between January, 1980 and January, 1982, defendants perpetrated numerous schemes to spy upon and harass the plaintiff including but not limited to the following:
 - (a) Placing a Scientology agent, in her apartment building to spy on her and infiltrate her apartment to steal documents and information;
 - (b) Obtaining her signature on documents by trick and device through Scientology covert agents;
 - (c) Making obscene phone calls;
 - (d) Contacting her employers with disparaging information; and
 - (e) Harassing her by sending agents to her apartment to bang on doors.
44. Contrary to the representations made to the plaintiff, Hubbard is not a nuclear physicist, nor a medical doctor, did not graduate from George Washington University or Princeton, did not serve four (4) years in combat during W.W.II, did not suffer any wounds as a result of combat, and did not cure blindness resulting from war wounds through auditing. Hubbard, in fact, never graduated from said universities, flunked the only physics course

he ever took, never served in any combat, served four (4) years in the U.S. Navy in the United States, except for three months in Australia. Hubbard was relieved of duty in June, 1943 when he ordered the crew of a ship to fire "practice rounds" off the coast of California in June 1943; and Hubbard was again relieved of duty in September, 1944 when he found a coke bottle filled with gasoline with a wick attached on board his ship three days before the ship sailed to the South Pacific and into combat. Hubbard spent three months in a psychiatric hospital at the end of the war, sought a disability from the V.A. for suicidal tendencies and mental illness, and was diagnosed as suffering from duodenal ulcers. The documents attached hereto and made a part hereof collectively as Exhibit 6 constitute documentary evidence of the allegations set forth in this paragraph.

CAUSES OF ACTION

FIRST CAUSE OF ACTION - BREACH OF CONTRACT

45. Plaintiff realleges paragraph 1 through 44 hereof and further alleges:
46. Defendants do not constitute, operate or function as a legitimate, scientific, educational and non-profit organization as represented to plaintiff. Defendants, intentionally and as part of a scheme illustrated by corporate policy and doctrine, engaged in the following conduct in breach of the representations and promises made to the plaintiff, which conduct constitutes a criminal conspiracy and which conduct is set forth in the "Stimulation of Evidence", executed by the defendants Mary Sue Hubbard and on file in Washington, D.C. For numerous years the Hubbards and the corporate

defendants committed the following acts on a routine basis as part of the daily operation of the Church of Scientology:

(a) Defendants committed perjury and adopted policies designed to perpetrate continued perjurious acts in direct contravention of the representations to the plaintiff;

(b) Defendants committed burglary and larceny and adopted policies designed to perpetrate continued burglaries and larcenous acts in direct contravention of representations to the plaintiff;

[c] Defendants illegally invaded the privacy of public and private persons and offices, and adopted policies designed to perpetrate continued acts of illegal invasion of privacy all in contravention of representations to the plaintiff;

d) Defendants "framed", slandered, libeled, cheated, mocked and attempted to destroy members of the Church and the public in contravention of representations to the plaintiff;

e) Defendants diverted monies into Swiss bank accounts and into personal accounts of named defendants and others to used for personal and illegal purposes violating laws and regulations governing non-profit institutions and in contravention of representations to the plaintiff.

47. Contrary to the promises and representations made to the plaintiff, defendants did not:

(a) Provide an education at the Castlehome School or any other school;

(b) Provide clean, comfortable private quarters either in California, on the "Apollo" or in Florida;

(c) Pay her a substantial salary commensurate with the hours worked;

- (g) Made personal disclosures about her life during intensive "auditing" sessions, which plaintiff was promised would remain confidential and which defendants thereafter disclosed to third persons and news publications and used such information to threaten, coerce and blackmail plaintiff; and
- (h) Was required to "disconnect", and sever all personal communication with her parents, pursuant to the written policy of "disconnect", written and implemented by the defendants.
The written policy of "disconnect" states:

"Disconnection for a family member ... is done by.... publicly publishing the fact ... and public announcements and taking any required civil action such as disavowal, separation or divorce, and thereafter cutting all further communication and disassociating from the person or group." (Emphasis Supplied)

50. The defendant L. Ron Hubbard's responsibility for and involvement in the breach of contract made with the plaintiff is as follows:

- (a) Hubbard personally wrote, copyrighted and received income from the publications set forth in paragraph 9 herein.
- (b) At all times material herein Hubbard sold all of the publications in paragraph 9 and many other publications through, his agent, "California", in Florida through which he received income, and realized a pecuniary benefit.
- j(c) Hubbard has absolute control and direction over "California" as set forth in his written policies, alleged in paragraph 5 and 6 herein, and paragraphs 27, 28, 29 and 30 herein.

- "(d) Hubbard has continuously used his agent, "California", throughout the period set forth in this Complaint, and at all other times material herein, to induce, lure, entice and control individuals such as the plaintiff into contracts of employment by utilizing promises and "scientific guarantees" made in his publications as set forth in paragraph 9, and with the promises uniformly made by his agents, at his direction, which promises are set forth in paragraphs 9, 12 and 15 herein.
- (e) Hubbard has continuously misrepresented his childhood background, educational qualifications, medical and health history, and his naval background, in written publications copyrighted by him and sold by "California" in Florida.
- (f) Hubbard, through "California", and at times personally, between September 1974 and March, 1976, continuously promised plaintiff in Florida, that "California" and the Church of Scientology was a legitimate, law-abiding, scientific, educational organization. On several occasions in Florida between November 1975 and March 1976, Hubbard stated to the plaintiff that he and his organization obeyed all of the laws of every country in which they were located,
- (g) Hubbard's agent, "California", promised plaintiff on repeated occasions in Florida and elsewhere that auditing was confidential. In consideration of that promise and all of the foregoing promises made by Hubbard's agents and by Hubbard, plaintiff worked

directly for Hubbard on the ship, "Apollo", for more than a year, in Florida for approximately six months, and directly for the Guardian's Office for approximately 17 months in Florida. Plaintiff received paychecks from "California" but performed personal services for Hubbard such as helping him put on his clothes, lighting his cigarettes, catching his ashes from his cigarettes, and coding, decoding and delivering messages from radio and telex machines, many of which involved criminal conspiracies as set forth in paragraph 46.

- (h) Hubbard received a "pecuniary benefit" from obtaining the free labor of plaintiff, from which labor he operated "California" and received huge sums of money as income. Hubbard personally knew that while plaintiff was performing all of said services, she did not receive the "Warning" required by the Article or Device case, that she was not being paid a salary commensurate with her labor, and she was not receiving an education as promised. Hubbard directly reaped the benefit of plaintiff's time and labor based on promises made by agent, "California". Hubbard directly involved plaintiff in criminal conduct in breach of the promises he and his agents made to her about his organization.
- (i) Hubbard wrote and his agent, "California",

implemented the "Fair Game Policy", the "Disconnect Policy" and other policies which were contrary to the promises made to the plaintiff relating to her association with her parents, and the treatment she expected to receive in consideration of the work and labor she provided.

51. Defendant, Mary Sue Hubbard's responsibility for the involvement in the breach of contract made with the plaintiff, is as follows:

1(a) M.S.H. was the "Controller" of "California" and the supervisor of all Guardian's Office (G.O.) activity. M.S.H. acted as the agent of Hubbard and used "California" to implement Hubbard's policies. The G.O. operated, dominated and controlled "California" and all other Scientology organizations, and was an integral part of all of "California's" operations, practices, policies and activities. The G.O. supervised and protected all of "California's" sales and recruitment practices, such as the selling of the publications in paragraph 9 herein without complying with the Article or Device decree. The G.O. on a continuous basis in breach of the agreement with plaintiff and others adopted and enforced policies in breach of the promises made to the plaintiff and others about the confidentiality of auditing, the freedom to leave the organization, implementation of physical and emotional coercion and actual kidnapping.

1(b) M.S.H. personally wrote the policy attached is Exhibit 5 to this Complaint authorizing

the breach of the promise of confidentiality of auditing.

- (c) M.S.H. wrote and participated in hundreds of criminal operations conducted on behalf of her and her husband, using "California" as an agent, all in breach of the promises made to the plaintiff that "California" was a scientific, educational, law-abiding organization. M.S.H. was directly responsible for breach of said promise as set forth in the Stipulation of Evidence.
- (d) M.S.H. directly breached the promise that plaintiff's auditing information, would remain confidential when, acting through the CO., she ordered plaintiff's auditing files to be "called" and her information disseminated in Florida, Nevada, and Massachusetts.
- (e) M.S.H. directly breached the promises made to the plaintiff about living and working conditions, wages, education and medical care, when plaintiff worked directly for the G.O. in Florida coding and decoding telexes from March 1976 to the summer of 1977, without receiving wages, education or proper living conditions as promised.
- (f) M.S.H. breached the promises made to the plaintiff by agents of "California" about "California" being a law-abiding organization by sending agents of "California to kidnap plaintiff and subject her to "security checks G.O. style" and the forced execution of releases
- (h) M.S.H. was an integral part of all of the operations of "California" throughout

the period set forth in this Complaint and she had overall control and supervisory power over "California", second only to her husband, L. Ron Hubbard.

WHEREFORE, plaintiff claims damages on Count I against all of the defendants in the sum of Five Million (\$ 5,000,000.00) Dollars.

SECOND CAUSE OF ACTION - FRAUD

52. Plaintiff realleges paragraphs 1 through 51 and further alleges:
53. Defendants made the representations set forth in paragraphs 8 through 17 hereof, which representations are specifically incorporated in this Cause of Action. Said representations were and are false. Said representations were made by the defendants with; . . the knowledge of their falsity or were made without regard to the truth or falsity or the representations and were made with the intent of inducing reliance on the part of the plaintiff.
54. Plaintiff relied on the representations made in paragraphs 8-13 in the manner set forth in paragraph 49 subparagraphs (a) through (h), which paragraphs are specifically incorporated by reference in this Cause of Action.
55. L. Ron Hubbard's responsibility for and involvement in the the fraud perpetrated by "California" is as follows:
 - (a) Plaintiff here adopts and restates allegations in paragraph 50 (a) through (i). At all times herein Hubbard had personal knowledge that the representations made in paragraph 9 herein were false. He wrote them, copyrighted them, sold them through "California" and received income from them in Florida. These publications contained "false", "secular" representations about auditing and Scientology and about

his educational, professional and naval background, and qualifications which he knew were false when made and that plaintiff and others read and relied upon them in the payment of money and providing of time and labor. Hubbard personally knew that plaintiff provided labor, time and services to "California" in Florida for 27 months and to him personally in Florida for about 6 months all in reliance on said representations.

- (b) Hubbard had overall control of G.O. activities with his wife, M.S.H., in Florida. Hubbard and M.S.H. implemented his written policy and her written policy to use confidential auditing information in Florida against the plaintiff when the G.O. disseminated such information to the St. Petersburg Times and the Clearwater Sun through G.O. agents working for the Hubbards and "California". Hubbard knew that all representations made by his agent, "California", in connection with the confidentiality of: auditing were uniformly false when made as specifically shown by his and his wife's policies as implemented by "California", of which Exhibit 5 to this Complaint is a sampling.
- (c) Hubbard knew that "California" was not a law-abiding, scientific organization when his agents made such representations to the plaintiff as set forth in paragraphs 9, 12, 15, and 16 herein. At the "time of lining such representations between 1973 and 1977,

Hubbard, his wife and "California" were engaged in a wholesale pattern of criminal activities as stipulated to by Mary Sue Hubbard. Hubbard knew that he and "California" could not lawfully represent to the plaintiff after the Judgement in the article or Device case that auditing and Scientology would scientifically guarantee the cure of disease, and he knew that he and "California" should provide a "Warning" to the plaintiff which he failed to do, and during which period he was personally receiving plaintiff's time and labor in reliance on said representations.

[(d) Hubbard wrote, copyrighted and implemented the "Fair Game Policy" before plaintiff provided labor, time and services in reliance upon the representations of Hubbard as to the nature of his organization. Hubbard knew that if plaintiff and others were aware of the existence of the "Fair Game Policy" as implemented by him when plaintiff relied upon his representations as to the nature of "California", she would not have provided time and labor for a period of four (4) years. Hubbard intentionally deceived plaintiff as to the existence of the "Fair Game Policy" until such time as he and "California" used it against her to threaten and intimidate her. Plaintiff would not have provided Hubbard or "California" any of her services if she knew that Hubbard and "California" were uniformly blackmailing, extorting, stealing.

"cheating", "lying", "suing", and
"destroying" supposed enemies of Hubbard
pursuant to Hubbard's "Fair Game Policy".

56. Mary Sue Hubbard's responsibility for and involvement in
the fraud perpetrated upon the plaintiff is as follows:

- (a) Plaintiff restates and incorporates herein
paragraphs 51 (a) through (h) of this
Complaint.
- (b) M.S.H. knew that "California" was not a
law-abiding organization, did not pay wages,
provide an education or maintain confidentiality
of auditing when those representations were
made to and relied upon by the plaintiff
in Florida. Plaintiff presided 16 months
of direct work and labor for the G.O. in
Florida plus 6 months of direct labor for her
husband in Florida- M.S.H. directly controlled
the G.O., which used plaintiff's labor to
carry on the business of the G.O. and
"California" in Florida. M.S.H., the G.O.
and "California" realized a pecuniary benefit
from plaintiff's labor, which was provided
in reliance on said false representations.
M.S.H. was directly responsible for the
operation of the G.O. and as "Controller"
of "California" when "California" made all
of these false statements and when "California"
and the G.O. were specifically engaged in
widespread criminal activity which the
plaintiff was unknowingly involved in as
a result of her work for the G.O. in
Florida.
- (c) M.S.H. personally wrote the policy in 1969
to utilize confidential auditing information

of people such as the plaintiff for purposes of threat, intimidation and blackmail as set forth in Exhibit hereto. M.S.H. specifically pursued this policy before, during and after plaintiff relied upon representations of confidentiality. M.S.H. through the G.O. in Florida distributed plaintiff's auditing information.

57. In reliance on said representations in the manner set forth in paragraph 49, plaintiff was damaged in the amount of Five Million (\$5,000,000.00) Dollars. Plaintiff further demands punitive damages in the amount of: Fifteen Million (\$15,000,000.00) Dollars for the intentional fraud perpetrated by the defendants and for violation of a federal "Judgement" as applied to her.

THIRD CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

58. Plaintiff realleges paragraphs 1 through 17 and further alleges:
59. Hubbard and M.S.H., through their agent, "California", fraudulently promised plaintiff a position aboard the "luxury yacht", "Apollo", a substantial salary, days off, an academic education at a private school, and all of the benefits set forth in this complaint.
60. Hubbard and M.S.H. through their agent, "California", subjected plaintiff to the "Estates Project Force" (EPF) on the "Apollo" and the RPF in Clearwater, Florida. Said defendants willfully and maliciously designed the EPF and the RPF to be a forced labor camp implementing behavioral control techniques.
61. Both Hubbards, through "California", forced plaintiff to perform menial labor from 6:00 A.M. to midnight and frequently forced her to work for twenty-four (24) consecutive hours.

Both Hubbards, through "California", forced plaintiff to scrub clothes by hand and clean cabins. Frequently, plaintiff labored three (3) and four (4) consecutive twenty-four (24) hour days, non-stop. She was effectively "enslaved" and "imprisoned" by the defendants and forced to work without pay.

62. Both Hubbards, through "California", forced plaintiff to perform menial labor from 6:00 A.M. to midnight and frequently forced her to work for twenty-four (24) consecutive hours. Both Hubbards, through "California", forced plaintiff to perform additional work punishing plaintiff for alleged offenses. "California" labeled additional work "amends work" and required plaintiff to perform this work during lunch and sleep time.
63. Both Hubbards, through "California", punished plaintiff for alleged offenses. Defendants ostracized plaintiff by forcing plaintiff to eat apart from other members. Defendants prevented communication between the plaintiff and her parents.
64. Both Hubbards, through "California", pursued a systematic course of conduct with the policy of "disconnect" and the "Fair Game Doctrine", which policies were written, copy-righted, and implemented by Hubbard and M.S.H. through "California" and which policies promote disavowal of family unity and encourages divorce and separation; and also, the harassment and intimidation of those opposed to Scientology.
65. Pursuant to the policy of "disconnect" and "Fair Game", the Hubbards, through "California", ordered plaintiff to separate from her father who defendants classified as a "spy". Plaintiff refused and she was punished.
66. The Hubbards, through "California", promised and represented to plaintiff that any and all information disclosed during auditing would remain confidential between the auditor

and the plaintiff. These premises were made in Nevada, California, on the Apollo and in Florida.

67. The Hubbards, using "California" as their agent, disclosed to third persons the confidential information disclosed during auditing, as set forth in paragraph 42. Additionally, the Hubbards, through "California", intentionally, and as part of a [scheme adopted as policy and doctrine by "California" on the order of both Hubbards, engaged in a systematic course of conduct designed and intended to disclose the information received during auditing and thereby to control and manipulate the plaintiff. Defendants have continuously harassed plaintiff as set forth in paragraphs 42 and 43. Such a scheme was and as outrageous in the extreme and it did intentionally effectuate and inflict severe emotional distress upon the plaintiff. M.S.H.

specifically wrote and directed the policy to implement this scheme.

68. The Hubbards' pattern of conduct in the policies of forced labor with little pay, "Fair Game", "Disconnect" and auditing disclosures, were designed and calculated to cause emotional, physical and psychological distress. Such schemes were intentionally effectuated, are outrageous in the extreme, and inflicted severe mental, physical and emotional distress to the plaintiff. The policies of the Hubbards as implemented in Florida for a period of 27 months against the plaintiff by "California" acting as agents of the Hubbards, are outrageous and extreme beyond all possible bounds of decency and utterly intolerable in a civilized community.
69. The Hubbards, through "California", sent agents from Florida, to kidnap the plaintiff and force her to sign releases to the Hubbards and "California":.
70. The foregoing course of conduct caused damage to the plaintiff in the sum of Five Million (\$5,000,000.00) Dollars. Plaintiff

further demands punitive damages in the amount of Fifteen Million {\$15,000,000.00) Dollars.

FOURTH CAUSE OF ACTION

TROVER OR CONVERSION

71. Plaintiff realleges paragraphs 1 through 45 and further alleges:
72. Defendants possess and retain personal property in Florida of the plaintiff valued at Eight Hundred (\$800.00) Dollars, which was taken from her in Florida by "California".
73. Plaintiff repeatedly requested return of plaintiff's property. Defendants responded by billing plaintiff \$56,000.00. Plaintiff returned the bill and defendants mailed plaintiff, a "corrected bill" for \$36,000.00. Plaintiff returned the bill and defendants mailed plaintiff a "corrected bill" for \$61,000.00.
74. Defendants continue to wrongfully appropriate plaintiff's property in Florida.
75. Plaintiff suffered damage in the amount of Eight Hundred (\$800.00) Dollars.

WHEREFORE , the plaintiff prays for the damages demanded in the various Counts set forth in this Complaint together with interest and costs.

By her attorney,

Michael J. Flynn
12 Union Wharf
Boston, MA 02109
(617) 523-1644

CERTIFICATE OF SERVICE

I, Michael J. Flynn, do hereby certify that I have this day served upon the defendants the foregoing:

Plaintiff's Second Amended Complaint

by (X) ,mailing or () hand-delivering copy(ies) of said document(s) to counsel of record:

Lawrence Fuentes, Esquire
P.O. Box c.352
Tampa, FL 33674

Barrett S. Litt, Esquire
617 S. Olive St., Ste. 1000
Los Angeles, CA 90014

Signed under the pains and penalties of perjury
this 29th day of April, 1982.

Michael J. Flynn