

1 ALLEN D. BUTLER, ESQ.  
2 2342 S. MCCLINTOCK  
3 TEMPE, ARIZONA 85282  
4 BAR NO: 0005392  
5 ATTORNEY FOR PLAINTIFF

6  
7 IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA  
8  
9 IN AND FOR THE COUNTY OF MARICOPA

10 Wilma Freeman, personally, and )  
11 as Personal Representative )  
12 for the Estate of John Barrow )

No. CV 97-00750

13 Plaintiff,

AFFIDAVIT OF  
WILMA FREEMAN

14 THE CHURCH OF SCIENTOLOGY, )  
15 and John and Jane Does A-D, and )  
16 Corporations 1-9, and )  
17 Partnerships I-X )

18 Defendant.

19 \_\_\_\_\_ )  
20 THE STATE OF ARIZONA )  
21 )  
22 COUNTY OF MARICOPA )

23 WILMA FREEMAN, BEING FIRST DULY SWORN, DEPOSES UPON HER OATH  
24 AND SAYS:

25 1. I am over 18 years of age, and have personal knowledge  
26 of the events set forth herein. I am the appointed personal  
27 representative of the estate of John Barrow.

28 2. John had been involved in a serious plane crash in July,  
29 1989. Ann, his wife, of 22 years, died as a result of the crash,  
30 and John suffered severe injuries, including burns over 27  
31 percent of his body, ruptured internal organs, short bowel  
32 syndrome, etc. In November 1989 he was hospitalized for  
33 congestive heart failure due to an infection and decreased

1 resistance due to injuries suffered from the crash.

2 3. In May, 1990 I married John Barrow. At that time, John  
3 was an active member of the Church of Jesus Christ of Latter-day  
4 Saints (Mormon). John introduced me to the Mormon Church, and I  
5 was baptized into the Mormon Church by John personally in June,  
6 1992.

7 **JOHN BARROW'S INVOLVEMENT WITH THE CHURCH OF SCIENTOLOGY**

8 4. In early 1991, John read Dianetics by L. Ron Hubbard and  
9 became interested in the Auditing program offered by the Church  
10 of Scientology.

11 5. In July, 1991 John began taking courses from the Church  
12 of Scientology in Phoenix, Arizona, starting with the "Ups and  
13 Downs" course.

14 6. John's purpose in associating with Scientology was to  
15 obtain certain promised results to clear his mind and body from  
16 the effects of traumas and bad experiences in his life, including  
17 the plane crash John survived, the emotional trauma, his own  
18 injuries and the subsequent death of his first wife.

19 Representatives of the Church of Scientology promised John that  
20 through their program he could be returned to the physical,  
21 emotional and mental condition that he was in before the plane  
22 crash. Each course offered by Scientology promised certain  
23 benefits, as indicated by Exhibit 1.

24 7. In 1991, John was an active and practicing Christian  
25 attending a local congregation of the Church of Jesus Christ of  
26 Latter-day Saints. John held a responsible position in his local  
27 ward (roughly equivalent to a "parish"), attended church services

1 weekly, paid a full tithe (ten percent of his earnings) and  
2 participated in other church activities.

3 8. At the time he became associated with the Church of  
4 Scientology, he was told that he did not have to become a  
5 "member" of the Church of Scientology, but that if he became a  
6 "member" he would receive discounts for the courses he wanted to  
7 take.

8 9. In order to receive the discounts John took out a  
9 membership. At that time he was not asked to abandon his  
10 Christian beliefs, nor was he asked to embrace the religious or  
11 spiritual teachings of the Church of Scientology. To my  
12 knowledge John felt more like he was becoming a member of a  
13 "group", not a religion.

14 10. From 1991 to 1992 John paid over \$150,000.00 to the  
15 Church of Scientology.

16 11. During this time he took some courses from the Church  
17 of Scientology. Each course was offered at a specific price.  
18 The following is a list of some of the courses John took:

- 19 1. Ups and Downs of Life  
20 2. TR's and Objectives  
21 3. Over 200 hours of Auditing  
22 4. Therapeutic TR's Course

23 12. John also paid for courses which he did not receive  
24 including, to the best of my recollection, the following:

- 25 1. Professional Hubbard Dianetics Auditors Courses  
26 (Levels 0 - V)  
27 2. Method One  
3. Ministerial Course  
4. New Pro TR's Course  
5. Solo II New OT I - OT III  
6. OT Preps/Eligibility

- 1 7. New OT V Audited NOTs
- 2 8. Hubbard Solo Course Part 1

3 John also paid for various books, tapes, and other  
4 materials.

5 13. At no time during the time John was associated with the  
6 Church of Scientology was he asked to abandon his Christian  
7 Beliefs nor did John view any of the therapies or techniques of  
8 Scientology as "religious" practices. He always considered these  
9 practices in the same category as psychological therapy.

10 14. Prior to, during, and after the time John was associated  
11 with the Church of Scientology he remained a practicing,  
12 believing Christian and member of the Mormon Church. John would  
13 often tell me that while the Church of Scientology represented  
14 itself as a religion, it was not, in his opinion, a religion, and  
15 John did not feel that he had joined any type of religion.

16 15. What attracted John to Scientology Auditing and  
17 Dianetics were the representations made that through the auditing  
18 process, he could become free from physical and emotional pain,  
19 undesirable emotions, and the ups and downs of life. He was  
20 promised that he could be returned to the same emotional and  
21 physical health that he enjoyed prior to the plane crash in 1989.  
22 John did not join for the spiritual purposes, nor did any  
23 representative of the Church request that he abandon his own  
24 religious beliefs or embrace any of Scientology's religious  
25 beliefs. Even though he became a "member" of the Church of  
26 Scientology, that action was taken solely because that was a way  
27 to obtain discounts. At no time was he asked to embrace any

1 religious or spiritual doctrine, nor did he.

2 16. John was promised that if he took the courses and  
3 followed the program that he would receive the benefits of  
4 freedom from emotional and physical pain, undesirable emotions  
5 and freedom from the ups and downs of life.

6 **EFFECTS OF SCIENTOLOGY UPON JOHN BARROW, OUR MARRIAGE, AND MYSELF**

7 17. As a result of the therapy and treatments received from  
8 the Church of Scientology, the following effects occurred:

- 9 a. John developed psychosomatic congestive heart  
10 failure symptoms.
- 11 b. John had a violent physical confrontation with me,  
12 which resulted in John pointing a loaded pistol at me.
- 13 c. John filed to divorce me. The Divorce petition  
14 was subsequently withdrawn.
- 15 d. John became paranoid about his personal safety,  
16 following rumors about Scientology being a cult, from  
17 which he might be kidnapped and "deprogrammed."
- 18 e. John found it increasingly difficult to perform in  
19 his job with Arizona Public Service.
- 20 f. John was given the APS' Minnesota Multiphasic  
21 Personality Index (MMPI) test, for nuclear plant  
22 security, which he failed. He was then put on  
23 psychological probation and his clearance to enter  
24 site security areas was revoked, pending participation  
25 in the company's psychological counseling program.

26 18. The Scientologists also tried to convince John to  
27 divorce me, and in May of June of 1992, John moved out of the

1 house and moved into a "safe house" maintained by the Church of  
2 Scientology.

3 19. As a result of the actions by Scientology, I also  
4 suffered physical and emotional harm including severe depression.  
5 I suffer from chronic fatigue immune dysfunction syndrome which  
6 is aggravated by stress. Scientology's actions have caused me  
7 great stress which has resulted in problems with my stomach, back  
8 and sleeping disorders.

9 20. In May or June of 1992, Ms. Chantal Code of the  
10 Advanced Organization of Los Angeles (AOLA) a parent organization  
11 to the local Scientology Group did a "FLUB" check or review of  
12 the work done by the local organization. This review determined  
13 that the work done by the local organization was not properly  
14 done.

15 21. It was and is the Church's written policy to return  
16 payments. See Exhibit 2, a publication discussion various  
17 activities in 1996-1997. ("Donations Promptly refunded to Any  
18 dissatisfied student or preclear in accordance with the policies  
19 of the Claims verification board. If the Preclear or student is  
20 dissatisfied and demands it within three months after the  
21 training or processing. the only condition being that he may not  
22 again be processed or trained.") See Also Exhibit 3; entitled  
23 "Information for Service Applicants." (It is the practice of the  
24 Church of Scientology to require and accept fixed offerings or  
25 donations for its auditing and training services from members who  
26 elect to become preclears or students. Subject to the policies  
27 of the Claims Verification Board, refunds/repayments of monies

1 donated in respect to delivered/undelivered services or portions  
2 thereof will be granted to any Preclear or student who is no  
3 longer in agreement with the Creed of the Church; however such  
4 persons will not again be audited or trained.) As a result of  
5 the problems caused by his association with the Church of  
6 Scientology, John requested a full refund of all monies paid for  
7 which services had not been rendered. (See Exhibit 4 attached).  
8 In accordance with the stated policies John also wrote to the  
9 Advanced Organization of Los Angeles Church of Scientology  
10 Western United States, (AOLA) as required by Church policy  
11 requesting a full refund. That request was sent certified mail,  
12 return receipt requested. AOLA declined receipt of the letter,  
13 which was returned unopened. The original unopened envelope with  
14 enclosures is in my attorney's file.

15 22. The Advanced Organization of Los Angeles (AOLA), to  
16 which John had paid \$54,730 agreed to refund all amounts paid,  
17 which was completed in July of 1993.

18 23. John had also paid \$43,072 to the Phoenix organization  
19 for services not received, plus additional monies for some  
20 services which were provided.

21 24. The Phoenix Organization also agreed to refund monies,  
22 and between September 1993 and August 1994, \$6,500 was refunded.  
23 Many of the refund checks were accompanied by written notes  
24 promising me that more payments would be forthcoming:

25 (a) On September 1, 1993, with a payment of \$500.00, John  
26 DeNiro of the local Church of Scientology wrote: "Wilma, This  
27 payment of course is a drop in the bucket. We have put aside

1 another \$500 which will be sent to you this coming Friday.

2 As I mentioned, I want to get you a lump sum as soon as we  
3 are able to. This will depend on the production in the upcoming  
4 weeks. I will be in touch." (Exhibit 5 attached).

5 (b) On March 31, 1994, John De Niro wrote: "Dear Willie,  
6 Enclosed you'll find a check for \$2,500. I am doing my best to  
7 get a substantial flow going." (Exhibit 6 attached).

8 (c) On May 19, 1994, with a payment of \$1,000.00 John De  
9 Niro wrote: "Willie, We will keep the flow going. I am doing  
10 what I can to speed up the process." (Exhibit 7 attached).

11 25. A schedule showing the refunds made is attached as  
12 Exhibit 8. The last refund was made by the local Church of  
13 Scientology in August of 1994. No further refunds were made.

14 26. John died in February of 1993. I was appointed  
15 personal representative of his estate pursuant to his will. A  
16 claim against the Church of Scientology was listed among the  
17 assets of the estate.

18 27. The Church of Scientology expressly discourages  
19 individuals seeking refunds from retaining counsel and from  
20 resorting to the court system. (See attached Exhibit 9-"RETURN  
21 OF DONATIONS.") I was told that I had to proceed through their  
22 own system. Phone calls from my attorneys to the Church of  
23 Scientology were not returned.

24 28. When I met with representatives of the local Church of  
25 Scientology, they refused to allow anyone to accompany me to the  
26 meetings.

27 29. Because of these Policies of the Church of Scientology,



1 I did not retain counsel to pursue any action against the church,  
2 nor did I file any legal actions.

3 30. I was further deterred from seeking counsel or filing  
4 any legal action because the Los Angeles Group, as well as the  
5 local Church of Scientology did in fact refund some monies, after  
6 John passed away. I relied upon the church's policies and  
7 actions in my decisions not to pursue legal action.

8 31. I am claiming in this action a full refund of monies  
9 paid for which no services were rendered in the approximate  
10 amount of \$43,000 (less any amounts previously repaid). I am  
11 also claiming a full refund of monies paid for services which  
12 were rendered because I believe that said services were not  
13 performed properly and therefore the monies paid should be  
14 refunded.

15 32. In my capacity as personal representative I am also  
16 claiming damages for breach of the duty of good faith and fair  
17 dealing because those duties arise out of the contracts which  
18 were signed and the Church has breached those obligations by  
19 failing to properly perform it's duties, resulting in emotional  
20 and physical distress John Barrow.

21 33. I am also claiming damages for negligent infliction of  
22 emotional distress because of the harm done to John Barrow and  
23 myself as a result of the action of the Church of Scientology.

24 34. FURTHER AFFIANT SAYETH NAUGHT.  
25  
26  
27

1 DATED THIS 1 DAY OF April, 1997.

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Wilma Freeman  
WILMA FREEMAN

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1<sup>st</sup> DAY OF April, 1997  
BY WILMA FREEMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME APPEARS  
HEREIN.

Carolyn P. Butler  
NOTARY PUBLIC

