

FILED
Los Angeles Superior Court

JAN 05 2009

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

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8 MARC HEADLEY

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF LOS ANGELES

BC404958

11 MARC HEADLEY,

12 Plaintiff,

13 vs.

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

17 Defendants.

18 PLAINTIFF'S COMPLAINT FOR:

- 19 1) UNFAIR PRACTICES UNDER
- 20 B&P §17200 ET. SEQ
- 21 2) LABOR CODE VIOLATIONS
- 22 3) REFORMATION OF EMPLOYMENT
- 23 AGREEMENT

24 INTRODUCTION

25 1) This is a test case, although the key legal issues
 26 raised by the underlying facts have been decided in plaintiff's
 27 favor by the U.S. Supreme Court, the California Supreme Court and
 28 the Ninth Circuit Court of Appeals. The goals of this case
 include clearing the path for other workers of Scientology
 organizations to obtain the compensation due them under
 laws and forcing Defendant Church of Scientology International
 (CSI), and affiliated Scientology entities, into future
 compliance with state and federal labor laws.

CIT/CASE: BC404958 LEA/REF#:
 RECEIPT #: CE118792812
 DATE PAID: 01/05/09 12:15:33 PM
 PAYMENT: \$350.00
 RECEIVED:
 CHECK #:
 CASE #:
 CHANGE:
 CASE #:
 350.00
 0310

Case assigned to Judge [Signature]

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

6 3) Plaintiff Marc Headley worked for below minimum wage
7 compensation at CSI from 1989 to 2005. Plaintiff worked for an
8 unincorporated division of CSI known as Golden Era Productions,
9 which is located in Hemet, California. Plaintiff's work duties
10 involved the production and sale of movies, videos and
11 promotional materials for the Scientology enterprise. Plaintiff
12 Headley is currently a resident of Los Angeles, California.

13 4) At times herein material, and continuing, Defendant CSI
14 was and is an enterprise conducting business, and an employer
15 paying employees to conduct said business, within the State of
16 California and in interstate commerce. Accordingly, Defendant
17 CSI was, and is, subject to California and Federal laws
18 concerning its work force, working conditions, business
19 practices, minimum wage, payment for overtime and the protection
20 of minors. As alleged in more detail herein, Defendant CSI has
21 systematically ignored and violated said laws to the damage of
22 Plaintiff Headley and others similarly situated.

23 5) Plaintiff is uncertain with respect to the identity of
24 all persons or entities responsible and liable for this wrongful
25 conduct and names said potential parties as Doe Defendants as
26 authorized by California law.

27 6) Defendant CSI, related Scientology entities and
28 potential Doe Defendants, apparently claim that workers such as

1 Plaintiff Headley are not covered by the labor laws. The excuse
2 usually involves some sort of claim for religious exemption
3 and/or blanket waiver of legal rights by CSI's entire work force.
4 While the question of Scientology's status as a bona fide
5 religion is subject to serious dispute, especially when one
6 studies Scientology's history of adopting a religions cloaking to
7 avoid governmental regulation and scrutiny, the religion issue is
8 not dispositive of the labor law issue. The great weight of
9 authority is contrary to Defendant CSI's self-granted immunity
10 from state and federal labor laws. This authority includes
11 decisions of the U.S. and California Supreme Courts and the Ninth
12 Circuit Court of Appeals. Several of the leading and more
13 pertinent decisions are referenced and cited herein.

14 7) Defendant CSI misconstrues what it can get away with in
15 the name of religion. The extent to which this is intentional
16 and malicious, or biased false hope, is uncertain to Plaintiff at
17 this time. Internal CSI documents acknowledge that Scientology
18 is subject to federal labor laws and California education laws
19 with respect to at least minors under its control. Other
20 internal documents reflect an assumption that Scientology is
21 "arguably" exempt from the labor laws because it is a "church",
22 which is recited by an in-house lawyer without any analysis or
23 legal authority. Scientology tax documents admit that its book
24 publishing business is subject to federal minimum wage laws.
25 CSI's division, Golden Era Productions is similar to the
26 publishing business acknowledged by CSI to be subject to minimum
27 wage laws, however, CSI wrongly and arbitrarily refuses to pay
28 workers such as Plaintiff legal wages.

1 8) This case involves unlawful business practices,
2 including labor code violations, and presents a claim under the
3 California Unfair Compensation Law. Business and Professions
4 Code §17200 makes essentially all business torts and statutory
5 violations, including violations of federal law, independently
6 actionable under the California body of law on unfair competition
7 and business practices. The California Supreme Court has
8 expressly ruled that labor code violations are actionable under
9 this law. The difference between what was paid as wages and what
10 should have been paid under minimum wage and overtime laws
11 qualifies as restitution damages under B&P Code §17203. Cortez v.
12 Purolator Air Filtration Products Co. 23 Cal.4th 163, 177-179
13 (2000)

14 9) The core facts cannot seriously be disputed. Plaintiff
15 worked for CSI from 1989 to 2005 and was not paid minimum wage or
16 overtime. Plaintiff worked long hours including 100+ hour weeks
17 at below minimum wage, no compensation for overtime and
18 insufficient time off. The work week was seven days not six as
19 required by law. When Plaintiff worked for CSI, it essentially
20 ignored the law on minors and workers. Plaintiff is informed and
21 believes that CSI continues to ignore labor laws.

22 10) The U.S. Supreme Court has ruled that non-profit and
23 religious entities must abide by labor laws including laws on
24 wages and employment of minors. In the Alamo case (cited below),
25 the court also found that persons performing work for a religious
26 entity are entitled to the protection of the labor laws
27 irrespective of whether the workers want or do not want the
28 protection of the labor laws, and irrespective of whether the

1 workers consider themselves to be employees. The protection of
2 labor laws cannot be waived. Persons working with the
3 expectation of even slight reward (sustenance) are employees as a
4 matter of economic reality according to the U.S. Supreme Court.
5 Tony & Susan Alamo Foundation v. Sec. of Labor, 471 US 290
6 (1985). In accord, Mitchell v. Pilgrim Holiness Church Corp. 210
7 F.2d 879 (7th Cir. 1954). See also, Prince v. Massachusetts, 321
8 U.S. 158 (1944) (Child Labor).

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

17 **ALLEGATIONS COMMON TO ALL COUNTS**

18 12) Plaintiff Marc Headley worked for CSI from 1989 to
19 January, 2005. Generally, Plaintiff worked for an unincorporated
20 division of CSI known as Golden Era Productions. Plaintiff's
21 paycheck's came from CSI. Plaintiff's duties were secular and
22 commercial in nature. Golden Era Productions is a business
23 enterprise operated with the primary directive to "keep the stats
24 up" and "make money". Plaintiff worked on films and promotional
25 materials that were sold, licensed to various Scientology
26 organizations, or used for the commercial purposes of Golden Era
27 Productions/CSI. Plaintiff is informed and believes that films
28 and other products still in use may have been made with illegal

1 minor labor, and may be subject to seizure as "hot goods" under
2 the child labor laws and FTC regulations.

3 13) During his time of toil at CSI, Plaintiff was told he
4 had essentially no rights as an employee. Plaintiff was forced
5 to sign various documents over the years under duress and not
6 given copies of said documents. Plaintiff suspects that
7 documents forced upon him are replete with nonsensical and
8 unconscionable terms that were obtained by duress and
9 intimidation and for which there was no consideration or "meeting
10 of the minds". Plaintiff continued to work under unlawful
11 conditions, and signed whatever was demanded, in large part,
12 because he was wrongly convinced by Defendant CSI into believing
13 that he had no legal rights or viable options. At times herein
14 material, Plaintiff had insufficient funds to stop working for
15 DCSI because of the low pay. CSI enslaves its employees through
16 "PR", intimidation, forced signatures on oppressive documents and
17 enforced poverty.

18 14) While working for Defendant CSI, Plaintiff Headley's
19 life was effectively controlled by the management of the
20 Scientology enterprise and Defendant CSI. The refusal of
21 Scientology and CSI to pay its workers minimum wage and the
22 practice of working employees to exhaustion creates a compliant
23 labor force. For example, to keep him in line, Plaintiff was
24 assaulted by the leader of the Scientology enterprise. This was
25 a show of power and domination. Plaintiff observed such heavy-
26 handed tactics used against his co-workers. To complain would
27 have been futile at the time. Witnesses to the assault would
28 have been intimidated into silence. Scientology controls its

1 workers by depriving them of a living wage and keeping them
2 dependant upon the Scientology enterprise for the basic
3 necessities of life.

4 15) Defendant CSI, and Does, have a duty to inform
5 employees of their rights under the labor laws. Not only did CSI
6 not advise employees of rights, CSI mislead its employees about
7 their rights. Workers such as Plaintiff Headley were told that
8 Scientology does not have to pay them minimum wage or give them
9 any rights because "it's a church", and/or workers have waived
10 rights. Plaintiff came to accept such misinformation while
11 working for CSI. Defendant CSI has been on notice that workers
12 are entitled to at least the protection of Federal labor laws
13 since the publication of the Alamo case in 1985, however, CSI has
14 failed to follow the labor laws or give its workers proper notice
15 of their true legal rights under labor laws. Tony & Susan Alamo
16 Foundation v. Sec. of Labor, 471 US 290 (1985).

17 16) Whether it is more accurately described as a religion,
18 or an entity that uses religious cloaking to mask its misdeeds,
19 Defendant CSI must follow the law. The First Amendment does not
20 exempt religious organizations from minimum wage and child labor
21 laws. Elvig v. Calvin Presbyterian Church, 397 F.3d 790, 792
22 (9th Cir. 2003). In accord, North Coast Women's Care Medical
23 Group, Inc. v. Superior Court, 44 Cal 4th 1145 (2008). Defendant
24 had a duty owed to Plaintiff and other employees similarly
25 situated to comply with the state and federal labor laws.
26 Defendant intentionally, consciously and wrongfully made a
27 tactical decision to ignore the labor laws, take its chances with
28 a compliant and intimidated work force, and hope that the running

1 of statutes of limitations would in the long run give CSI
2 millions of dollars.

3 17) Defendant CSI has claimed that Plaintiff Headley, and
4 apparently all of CSI's workers, have waived any right to the
5 protection of the labor laws; however, as a matter of state and
6 federal law, such rights cannot be waived. The Alamo case cited
7 above is one of numerous cases that establish that the rights in
8 question are not waivable. Further, any such purported written
9 waiver would not be enforceable on numerous other grounds
10 including duress, menace, illegality and lack of consideration.
11 Plaintiff was entitled to at least minimum wage and overtime for
12 his work even if there was an agreement to the contrary. (Labor
13 Code §1194) Further, it is a misdemeanor for an employer to
14 require a waiver of compensation rights. (Labor Code §206)
15 Regarding federal laws, the U.S. Supreme Court has also ruled
16 that the protections of the federal labor laws cannot be abridged
17 or waived in Barrentine v. Arkansas-Best Freight System, 450 U.S.
18 728, 740 (1981). Under controlling laws, Defendant had a non-
19 waivable duty to comply with wage and minor labor laws.
20 Defendant breached said duty. Further, Plaintiff Headley made no
21 voluntary or effective waiver of pertinent rights.

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

1 provided by CSI would not satisfy the minimum wage and overtime
2 requirements. Plaintiff computes his average wage at CSI to be
3 about thirty-nine cents (39¢) per hour.

4 19) In attempting to control, and underpay, its employees
5 such as former employee Plaintiff Marc Headley, Defendant CSI and
6 Doe Defendants, engaged in unlawful, unfair and fraudulent
7 business practices. These improper activities include, but are
8 not limited to, a) intimidation by assault, threat and menace, b)
9 failure to pay minimum wage, c) failure to pay overtime, d)
10 failure to give proper breaks, rest periods and days off, e)
11 depriving minors of required education, f) working minor
12 employees illegal hours at illegal tasks, g) not paying full
13 wages upon termination and h) typically demanding releases for
14 wages due or to become due in violation of Labor Code §203(i)
15 refusing employees access to their files including the practice
16 of demanding that workers sign all requested documents upon
17 demand while refusing to give workers copies of the documents.

18 20) Defendant CSI has engaged in additional unlawful and
19 unfair business practices actionable under B&P Code §17200.
20 Further investigation may disclose additional violations of law
21 and unfair business practices committed by Defendant. In
22 addition to the unlawful and unfair practice described above,
23 Defendant has committed the following unlawful or unfair
24 practices:

25 a) Retaliation against Plaintiff and others for
26 pursuing labor claims, which is a violation of Labor Code
27 1102.5 and 98.6.
28

1 b) Upon termination of employment, instead of paying
2 wages due, CSI usually claims that the servant owes the
3 master for services rendered. In addition to being a
4 further attempt to pay less than legal wages for labor
5 performed, and being an unconscionable and unenforceable
6 claim, the threat of a "Freeloader Debt" is used to
7 intimidate and coerce employees into continuation of
8 working under unlawful conditions.

9 c) Defendant CSI and related Scientology entities
10 have for years subjected minors to illegal labor and
11 deprived them of a proper education for years. Apparently
12 realizing that this was clearly illegal, Scientology
13 adopted a different practice. The enterprise orders its
14 pregnant employees to have abortions, which would qualify
15 as an extreme unfair business practice actionable under B&P
16 Code §17200 and other statutes.

17 **FIRST CAUSE OF ACTION FOR VIOLATION**
18 **OF B&P CODE §17200 ET. SEQ**

19 21) Plaintiff Headley realleges and incorporates the above
20 paragraphs in their entirety.

21 22) Defendant CSI and Doe Defendants have engaged in
22 illegal and unfair business practices in violation of B&P Code
23 §17200, including but not limited to violations of state and
24 Federal labor laws. The California Supreme Court has held that
25 failure to pay proper wages is actionable and that restitution of
26 wages unlawfully withheld, or not paid when due, is a remedy
27 authorized by B&P Code §17200 and 17203. Cortez v. Purolator Air
28 Filtration Products Co. 23 Cal.4th 163, 177-179 (2000)

1 23) Plaintiff Headley has suffered injury in fact and has
2 standing to sue under B&P Code §17203 for himself and as a
3 representative of persons also entitled to restitution of unpaid
4 wages, overtime and waiting penalties. Among other things, upon
5 termination of his employment in 2005, Plaintiff was entitled to
6 timely payment of all wages due. At the time of termination,
7 Defendant CSI legally owed Plaintiff at least three years of back
8 pay, which comes to an amount well in excess of \$25,000 and which
9 will be sought in accordance with proof at trial.

10 24) Pursuant to B&P Code §17203, this court is empowered to
11 enjoin the illegal conduct of Defendant CSI described herein and
12 issue orders to effectuate restitution of back pay to other
13 employees of CSI.

14 25) Plaintiff brings this action for the public good and is
15 therefore entitled to recover reasonable attorney's fees and
16 costs. (C.C.P. 1021.5)

17 **SECOND CAUSE OF ACTION FOR UNPAID WAGES AND PENALTIES**

18 26) Plaintiff Headley realleges all paragraphs above in
19 support of his second cause of action for unpaid wages, penalties
20 and other economic damages.

21 27) Plaintiff Headley worked for Defendant CSI from 1989 -
22 2005. His average wage was less than fifty cents (50¢) per hour.

23 28) Plaintiff Headley is entitled to recover unpaid and
24 withheld legal wages including minimum wages unpaid, overtime
25 wages and waiting penalties all authorized by the California
26 Labor Code, which is in excess of \$25,000 and will be sought in
27 accordance with proof at trial.
28

1 29) Pursuant to the Labor Code, Plaintiff Headley is
2 entitled to an award for reasonable attorney's fees and costs.

3 **THIRD CAUSE OF ACTION FOR REFORMATION**

4 **OF ORAL EMPLOYMENT CONTRACT**

5 30) Plaintiff Headley realleges and incorporates all
6 allegations made above and herein in support of this cause of
7 action.

8 31) Plaintiff unknowingly entered into and worked under an
9 unlawful employment contract with Defendant CSI, which called for
10 illegal wages and unlawful working conditions.

11 32) Plaintiff did so under mistakes of law and fact, and by
12 reason of misrepresentations and improper and unconscionable
13 demands made upon him on the part of Defendant CSI. Plaintiff
14 has only recently learned of full and true nature of said
15 mistakes on his part and misrepresentation of CSI's part.

16 33) Recently, Plaintiff has learned that he was working for
17 CSI under an unlawful and unfair contract of employment, in
18 violation of his rights, and contributing to the unjust
19 enrichment of Defendant CSI. Plaintiff seeks to reform his
20 previous compensation agreement to comply with applicable labor
21 laws.

22 34) As reformed to comply with law, and to correct past
23 mistake, unjust enrichment and/or misrepresentation and deceit on
24 the part of CSI, Plaintiff is due minimum wage and overtime under
25 his reformed and legal terms of employment with Defendant CSI.
26 Defendant CSI has breached its duties under a lawful employment
27 relationship and refused to pay lawful wages, which damages will
28 be sought in accordance with proof at trial.

1 WHEREFORE, Plaintiff requests:

- 2 1) A jury trial;
- 3 2) Restitution according to proof under the First Cause of
- 4 Action;
- 5 3) Back pay, wages, penalties and all recoverable economic
- 6 losses under the Second Cause of Action and/or Third
- 7 Cause of Action;
- 8 4) An award of reasonable attorney's fees computed with an
- 9 appropriate lodestar in consideration of the difficult
- 10 and litigious nature of the CSI Defendant;
- 11 5) Such other relief as the court may deem just including
- 12 injunctive and representative relief under B&P Code
- 13 §17203.

14 January 5, 2009

15 

16 _____
17 BARRY VAN SICKLE
18 Attorney for Plaintiff
19 MARC HEADLEY
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State bar number, and address):

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FAX NO.:

ATTORNEY FOR (Name): Plaintiff Marc Headley

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles 90012

BRANCH NAME: Central

CASE NAME:

Marc Headley v. Church of Scientology International

FOR COURT USE ONLY

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JAN 05 2009

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

CASE NUMBER:
BC404958

JUDGE:
DEPT:

CIVIL CASE COVER SHEET

Complex Case Designation

Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Counter **Joinder**
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

Auto (22)
 Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)
 Other employment (15)

Contract

Breach of contract/warranty (06)
 Rule 3.740 collections (09)
 Other collections (09)
 Insurance coverage (18)
 Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14)
 Wrongful eviction (33)
 Other real property (26)

Unlawful Detainer

Commercial (31)
 Residential (32)
 Drugs (38)

Judicial Review

Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)
 Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental/Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)
 Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Three - Unfair Business Practices, Unpaid Wages and Reformation

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 5, 2009

Barry Van Sickle
(TYPE OR PRINT NAME)

[Signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (not asbestos or toxic/environmental) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (not medical or legal)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)
- Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
 - Collection Case—Seller Plaintiff
 - Other Promissory Note/Collections Case
- Insurance Coverage (not provisionally complex) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
- Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (non-domestic relations)
 - Sister State Judgment
 - Administrative Agency Award (not unpaid taxes)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (not specified above) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (non-harassment)
 - Mechanics Lien
 - Other Commercial Complaint Case (non-tort/non-complex)
 - Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (not specified above) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:
 JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 5 HOURS/ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

- Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.
- Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.
- Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides. | 6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office. |
|---|--|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

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Judicial Review (Cont'd.)

Provisionally Complex
LitigationEnforcement
of JudgmentMiscellaneous Civil
Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.


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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: CHURCH OF SCIENTOLOGY INTERNATIONAL 6331 Hollywood Blvd #1305
CITY: LOS ANGELES	STATE: CA	ZIP CODE: 90028

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the CENTRAL District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: JANUARY 5, 2009


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

LACIV 109 (Rev. 01/07)