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IN THE COURT OF APPEAL
OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION FIVE

VALERIE HANEY, Petitioner, v. THE SUPERIOR COURT OF LOS ANGELES COUNTY, Respondent. CHURCH OF SCIENTOLOGY INTERNATIONAL et al., Real Parties in Interest.	B307452 (Super. Ct. No. 19STCV21210) (Richard J. Burdge, Jr, Judge) ORDER (Filed Oct. 22, 2020)
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THE COURT:

The court has read and considered the petition for writ of mandate filed September 10, 2020, the preliminary opposition filed September 21, 2020, the reply filed October 1, 2020, and the amicus curiae briefs filed by the National Center on Sexual Exploitation and the National Crime Bar Victim Association. The petition is denied as untimely. (*Reynolds v. Los Angeles County Superior Court* (1883) 64 Cal. 372, 373; *Volkswagen of America, Inc.*

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**SUPERIOR COURT OF THE
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES,
CENTRAL DISTRICT**

VALERIE HANEY,

Plaintiff,

v.

CHURCH OF SCIENTOLOGY
INTERNATIONAL;
RELIGIOUS TECHNOLOGY
CENTER, and DAVID
MISCAVIGE; and
DOES 1-25,

Defendants.

CASE NO. 19STCV21210

Assigned to Hon.

Richard J. Burdge, Jr.,

Dept. 37

NOTICE OF ORDER

Complaint Filed:

June 18, 2019

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**TO ALL PARTIES AND THEIR COUNSEL OF
RECORD:**

PLEASE TAKE NOTICE that on February 18, 2020, the Court made the attached Order (attachment 1), incorporating the Court's Minute Order entered January 31, 2020.

DATED: February 20, 2020

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ATTACHMENT 1

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**SUPERIOR COURT OF THE
STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES,
CENTRAL DISTRICT**

VALERIE HANEY,

Plaintiff,

v.

CHURCH OF SCIENTOLOGY
INTERNATIONAL;
RELIGIOUS TECHNOLOGY
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MISCAVIGE; and
DOES 1-25,

Defendants.

CASE NO. 19STCV21210

Assigned to Hon.

Richard J. Burdge, Jr.,

Dept. 37

**[PROPOSED] ORDER
GRANTING MOTIONS
TO COMPEL RELI-
GIOUS ARBITRATION,
STAYING ACTION,
VACATING HEARING
DATES, AND
SETTING STATUS
CONFERENCE**

Complaint Filed:

June 18, 2019

~~PROPOSED~~ ORDER

On January 30, 2020 at 8:30 a.m., the Motions to Compel Religious Arbitration (“Motions”) of Defendants Church of Scientology International (“CSI”) and Religious Technology Center (“RTC”) came on for hearing in Department 37 of this Court. Bobby Thompson of Thompson Law Offices appeared for Plaintiff Valerie Haney (“Plaintiff”). William Forman and Margaret Dayton of Scheper Kim & Harris appeared for movant and defendant CSI. Robert Mangels and Matthew Hinks of Jeffer Mangels Butler & Mitchell appeared for movant and defendant RTC.

After full consideration of the moving papers, opposition, and reply, as well as the arguments of counsel and other papers on file, the Motions are **GRANTED**. The Court adopts and incorporates herein its Minute Order of January 30, 2020, attached hereto as Exhibit A. Therefore, the Court **ORDERS**:

- (1) The Motions to Compel Religious Arbitration are granted, for the reasons stated in Exhibit A;
- (2) This matter is stayed in its entirety;
- (3) All previously set dates are vacated, including the hearings on (a) Defendants’ Motions to Quash Service of Summons and for Sanctions, (b) Defendants’ Motion to Stay Proceedings Pending Motion to Compel Arbitration, (c) Defendant Religious Technology Center’s Special Motion to Strike under CCP Section 425.16, and (d) Applications to be Admitted Pro Hac Vice filed by Plaintiff; and

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(4) A Status Conference is set for January 29, 2021 at 8:30 a.m. in Department 37 of the above-entitled Court. The parties may return to this Court before that date to move to conform any arbitration award.

IT IS SO ORDERED.

DATED: February 18, 2020

/s/ Richard J. Burdge, Jr.
Hon. Richard J. Burdge, Jr.

Submitted by:

SCHEPER KIM & HARRIS LLP
WILLIAM H. FORMAN
DAVID C. SCHEPER
MARGARET E. DAYTON

/s/ William H. Forman
William H. Forman
Attorneys for Defendant Church
of Scientology International

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EXHIBIT A

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES**

Civil Division

Central District, Stanley Mosk Courthouse,
Department 37

19STCV21210

January 30, 2020

JANE DOE vs CHURCH

8:30 AM

OF SCIENTOLOGY

INTERNATIONAL, et al.

Judge:

Honorable Richard J. Burdge Jr. CSR: Linda Lee #13568

Judicial Assistant: L. Garcia ERM: None

Courtroom Assistant: E. Avena Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): M. Stewart Ryan for Robert William
Thompson

For Defendant(s): William H. Forman and Peggy
Dayton; Matthew D. Hinks and Robert E. Mangels

NATURE OF PROCEEDINGS: Hearing on Motion
to Compel Arbitration; Hearing on Motion to Compel
Arbitration; Hearing on Ex Parte Application for an
Order Permitting Plaintiff to Conduct Discovery and
an Order Continuing the Hearing Date for Defendants'
Motion to Compel Arbitration

Pursuant to Government Code sections 68086, 70044,
and California Rules of Court, rule 2.956, Linda Lee,
CSR # 13568, certified shorthand reporter is appointed
as an official Court reporter pro tempore in these

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proceedings, and is ordered to comply with the terms of the Court Reporter Agreement. The Order is signed and filed this date.

The Court reviews Plaintiffs Ex Parte Application for an Order Permitting Plaintiff to Conduct Discovery and an Order Continuing the Hearing Date for Defendants' Motion to Compel in Arbitration in chambers and rules as follows:

The Plaintiffs Ex Parte Application Plaintiffs Ex Parte Application for an Order Permitting Plaintiff to Conduct Discovery and an Order Continuing the Hearing Date for Defendants' Motion to Compel Arbitration filed by Valerie Haney on is Denied.

There is no showing of irreparable harm for the Ex Parte Application. Further, there is no showing why this matter is brought before the Court on the day of the hearing, when the petition has been pending for months. The Court also finds there is no showing that the discovery is necessary.

Moving party to give notice.

The court's tentative ruling is posted in open court for parties to review.

The matters are called for hearing and argued. After argument, the Court adopts its tentative ruling as the final order of the Court as follows:

Moving Defendants' petitions to compel arbitration are GRANTED. The action is stayed pending the completion of arbitration.

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Background

This action arises out of Plaintiff, Valerie Haney (“Plaintiff”)’s former tenure as a member of the Church of Scientology International (“CSI”). Plaintiff also brings this action against Religious Technology Center (“RTC”) and David Miscavige (“Miscavige”), who is alleged to be the “Chairman of the Board” and leader of “The Church of Scientology.” (together, “Defendants.”)

Further, Plaintiff alleges that she served as staff for the Sea Organization or “Sea Org,” which is one of the suborganizations of CSI and RTC. The operative First Amended Complaint (“FAC”) contains extensive allegations regarding the Sea Org’s allegedly improper and/or illegal practices, including allegations detailing trafficking of children within the Sea Org, how the Sea Org subjects former members to a “routing out” process, and how the Defendants subject members and former members to other alleged coercion and control tactics.

As for her own experience, the FAC further alleges that Plaintiff was born into Scientology in 1979 and was first a member of the “Cadet Org,” a subdivision of the Sea Org for the children of Scientology’s most dedicated members. As a “Cadet Org” member, Plaintiff alleges that she was subject to “auditing,” which is an alleged indoctrination procedure, as well as “bullbaiting,” which is an alleged technique designed to train children not to react to harassment or other inappropriate comments. Plaintiff alleges that as she grew up in Scientology, she eventually became a victim of

human trafficking such that she was lured into joining the Sea Org and moving to “Gold Base,” located at 19721 Gilman Spring Road, San Jacinto, California, where she began being subjected to involuntary servitude in service of the Sea Org. During her time at “Gold Base,” Plaintiff alleges that she eventually became Miscavige’s “steward.” Due to Plaintiff’s duties, she alleges she was increasingly further restricted from leaving “Gold Base.”

The FAC further alleges that sometime in November 2016, Plaintiff had been assigned to film promotional videos for Scientology and learned that the promotional videos would be moved off “Gold Base.” As such, Plaintiff alleges she escaped “Gold Base.” Despite allegedly leaving as of November 2016, the FAC alleges that Plaintiff was encouraged by her Scientology father to return and appropriately withdraw from Scientology through “routing out.” However, the FAC alleges that returning to Scientology allegedly subjected Plaintiff to further threats, including being forced to falsely depict her experience within Scientology. The FAC alleges that Plaintiff again eventually escaped as of 2017.

After Plaintiff alleged left Scientology, the FAC alleges that Defendants continued to subject her to a “Fair Game campaign.” Specifically, Plaintiff alleges that she was featured on an episode of a television program in November 2018 called “Leah Remini: Scientology and the Aftermath” (the “Aftermath,”), in which she discussed her life prior to leaving Scientology and her ultimate departure. The FAC alleges that in response to

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the television appearance, Defendants published a website that made allegedly false, defamatory and inflammatory statements about Plaintiff and other persons featured on the show.

The operative FAC alleges ten causes of action against Defendants: (1) intentional misrepresentation, (2) concealment, (3) false promise, (4) false imprisonment, (5) kidnapping, (6) stalking in violation of California Civil Code § 1708.7, (7) libel in violation of California Civil Code § 45, (8) slander in violation of California Civil Code § 46, (9) constructive invasion of privacy in violation of California Civil Code § 1708.8, (10) intentional infliction of emotional distress.

Defendants CSI and RTC (“Moving Defendants”) now move to compel Plaintiff to submit to “religious arbitration” pursuant to multiple agreements she signed upon joining the Sea Org. RTC also separately joins in CSI’s motion to compel arbitration. Plaintiff opposes the motions.

Because CSI and RTC’s motions and joinder to motion to compel arbitration are all based on the same agreements signed by Plaintiff, the court will discuss both motions together except where appropriate to treat them separately.

CSI’s Objections to Plaintiff’s Evidence on Reply

Overruled: 3-5, 7-14, 16

Sustained: 1, 15,

Objection 2: sustained as to “brainwashed.” Otherwise overruled.

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Objection 6: sustained as to “escape,” “laborious and back-breaking work.” Otherwise overruled

Plaintiff’s Objections to Late Filed Evidence
Overruled.

Discussion

I. Legal Standard

“California law reflects a strong public policy in favor of arbitration as a relatively quick and inexpensive method for resolving disputes. To further that policy, Code of Civil Procedure, section 1281.2 requires a trial court to enforce a written arbitration agreement unless one of three limited exceptions applies. Those statutory exceptions arise where (1) a party waives the right to arbitration; (2) grounds exist for revoking the arbitration agreement; and (3) pending litigation with a third party creates the possibility of conflicting rulings on common factual or legal issues.” (Code of Civ. Proc., § 1281.2; *Acquire II, Ltd. v. Colton Real Estate Group* (2013) 213 Cal.App.4th 959, 967.) Similarly, public policy under federal law favors arbitration and the fundamental principle that arbitration is a matter of contract and that courts must place arbitration agreements on an equal footing with other contracts and enforce them according to their terms. (*AT&T Mobility LLC v. Concepcion* (2011) 563 U.S. 333, 339.)

In deciding a motion or petition to compel arbitration, trial courts must first decide whether an enforceable arbitration agreement exists between the parties and then determine whether the claims are covered within

the scope of the agreement. (*Omar v. Ralphs Grocery Co.* (2004) 118 Cal.App.4th 955, 961.) The opposing party has the burden to establish any defense to enforcement. (*Gatton v. T-Mobile USA, Inc.* (2007) 152 Cal.App.4th 571, 579 [“The petitioner . . . bears the burden of proving the existence of a valid arbitration agreement and the opposing party, plaintiffs here, bears the burden of proving any fact necessary to its defense.”].)

II. Existence of an Arbitration Agreement

A. Language of Applicable Arbitration Provisions

Moving Defendants submit the declaration of Lynn R. Farny (“Farny”) to demonstrate that Plaintiff signed valid arbitration agreements which cover all claims in the FAC. Farny attests that CSI’s exclusive purpose is to “oversee the ministry of religious services and training to Scientology parishioners” and to “minister religious services.” (Farny Decl. in support of CSI Motion ¶ 6.) Further, Farny attests that CSI was recognized as a church within the meaning of 26 U.S.C. § 170(c) as of 1993. (*Id.* ¶ 7.) Farny also attests that the Sea Org, which Plaintiff was a member of, is “analogous to [membership] of religious orders in other religions.” (Farny Decl. in support of RTC motion, ¶ 11.) According to Farny, a Sea Org member may undergo “routing out” in order to withdraw but remain a Scientologist in good standing or leave without “routing out” but possibly be subject to being labeled “suppressive,” which is

“akin to being excommunicated or shunned from the religion.” (Id. ¶ 12.)

According to Farny, Plaintiff signed Staff Covenant agreements and Religious Services Enrollment Applications, both of which affirm her dedication to Scientology and agreement to resolve disputes within Scientology. (Farny Decl. in support of CSI Motion, Exhibits 7-10.) First, on September 10, 2010, Plaintiff signed a “Religious Services Enrollment Application, Agreement and General Release,” which provides in pertinent part:

“Should I or anyone acting or purporting to be acting on my behalf ever sue, or otherwise seek legal recourse with respect to any dispute, claim or controversy against the Church, any other Scientology church, any other organization which espouses, presents, propagates or practices the Scientology religion, or any person employed by any such entity, regardless of the nature of the dispute, claim or controversy, I intend or [sic] the submission of this Contract to the presiding judicial officer to be a complete and sufficient basis for the immediate dismissal of any and all such proceedings with prejudice to further proceedings of any kind.

In accordance with the discipline, faith, internal organization, and ecclesiastical rule, custom, and law of the Scientology religion, and in accordance with the constitutional prohibitions which forbid governmental interference with religious services or dispute resolution procedures, should any dispute, claim or controversy arise between me and the Church, any other

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Scientology church, any other organization which espouses, presents, propagates or practices the Scientology religion, or any person employed by any such entity, which cannot be resolved informally by direct communication, I will pursue resolution of that dispute, claim or controversy solely and exclusively through Scientology's internal Ethics, Justice and binding religious arbitration procedures, which include application to senior ecclesiastical bodies, including, as necessary, final submission of the dispute to the International Justice Chief of the Mother Church of the Scientology religion, Church of Scientology International ("IJC") or his or her designee." (Farny Decl. in support of CSI Motion, Exhibit 7.)

Further, Plaintiff also signed a "Declaration of Religious commitment and Membership in the Sea Organization" on September 10, 2010, which includes the following language:

GENERAL RELEASE

(Read Carefully)

AS A MATTER OF RELIGIOUS PRINCIPLE, SCIENTOLOGISTS AGREE THAT THEY WILL RESOLVE ALL DISPUTES THROUGH THE ECCLESIASTICAL JUSTICE PROCEDURES OF THE CHURCH WHICH PROCEDURES SEEK FAIR AND JUST SOLUTIONS TO ALL VALID CLAIMS.

(Farny Decl. in support of CSI Motion, Exhibit 8.)

In 2013, Plaintiff signed further agreements with CSI, all of which again included language indicating that she agreed to submit any disputes to Moving Defendants'

internal dispute resolution procedure. Specifically, this included a “Religious Services Enrollment Application, Agreement and General Release (Staff),” which provided in pertinent part:

“In the unlikely event that there should arise any dispute between me and the Church, any other Scientology church or related organization or any person serving as an officer, director, trustee or staff member of any such entity concerning my participation, in the past, the present or the future, in any Scientology Religious Service or with respect to the discipline, faith, internal organization and/or rules of Scientology, I RECOGNIZE UNDERSTAND AND AGREE THAT ANY SUCH DISPUTE BY ITS VERY NATURE IS A MATTER OF RELIGIOUS DOCTRINE, WHICH THEREFORE WILL AND MUST BE RESOLVED SOLELY AND EXCLUSIVELY BY THE ECCLESIASTICAL AUTHORITIES AND RELIGIOUS PROCEDURES OF SCIENTOLOGY.”

(Farny Decl. in support of CSI Motion, Exhibit 9.)

Further, Plaintiff signed a “Church of Scientology International Staff Commitment and General Release” agreement in 2013, which also provided that she would agree to resolve any disputes first through “direct communication,” or, if it was not successful, through “Scientology Internal Ethics, Justice and religious arbitration procedures exclusively.” (Farny Decl. in support of CSI Motion, Exhibit 11.) This agreement also indicated that she agreed to participate in further arbitration as

an “exclusive remedies,” excluding any remedies available in a “secular court of law.” (Id.)

Finally, Moving Defendants also submit the declaration of Gary Soter (“Soter”) to demonstrate that Plaintiff signed a final “Staff Departure Agreement” in 2017, which again reaffirmed her intent to submit her disputes with Moving Defendants to arbitration. Soter attests that on February 13, 2017, he interviewed plaintiff regarding her departure from Scientology. (Soter Decl. in support of CSI motion, ¶ 4.) According to Soter, Plaintiff acknowledged during their conversation that she intended to submit any disputes with Moving Defendants to the church’s ecclesiastical justice system, and “that means no court case.” (Id. ¶ 7.) Soter further attests that Plaintiff expressed understanding of the entire Staff Departure Agreement, and that her questions were answered to her “complete satisfaction.” (Id. ¶ 10.) According to the Staff Departure Agreement, at paragraph 8, Plaintiff agreed to the following language:

I recognize that any problem or other dispute that I now or ever may have concerning my experiences as a member of the Sea Org or as a voluntary religious worker for the Church or any Scientology Entity, or concerning my participation in Scientology’s religious services, or concerning any matter of church governance, organization, practices, policies or discipline, necessarily raise as Scientology religious issue that can be resolved only through the application of Scientology doctrine by the appropriate scientology ecclesiastical authorities. I therefore recognize and agree that I

cannot and will not sue in civil courts or seek a jury trial in connection with any such dispute.”

(Soter Decl. in support of CSI Motion, Exhibit 2.)

Plaintiff’s opposition does not dispute the meaning and scope of these agreements as written or that her claims come within the scope of the arbitration agreements. In her declaration, she does not state she did not sign any of the agreements. Instead, Plaintiff contends that the arbitration agreements are not enforceable because of “excessive scope, unconscionability, undue influence and duress.” (Opposition, 4.)

Plaintiff also contends that she should not be required to arbitrate with RTC, as it is a non-signatory to the above agreements. (Opposition, 13-15.) Plaintiff contends that because RTC and Miscavige are not signatories to the various agreements, the court should exercise its discretion under Code of Civil Procedure section 1281.2 (c) not to compel arbitration of the entire action or to stay any arbitration pending resolution of the state action. (Id.)

RTC submits the declaration of Warren McShane (“McShane”) to demonstrate that Plaintiffs various signed agreements should apply to RTC. McShane attests that he is the President of RTC and custodian of the RTC records. (McShane Decl. in support of RTC Motion, ¶ 5.) McShane attests that RTC is a Church of Scientology, and that the “central role and function of RTC is to ensure the orthodoxy of the Scientology religion.” (McShane Decl. ¶ 5.)

Based on the evidence before the court, the court finds that multiple arbitration agreements or clauses in agreements exist between Moving Defendants and Plaintiff and were signed by Plaintiff. In addition, each agreement or provision clearly indicates that it extends to CSI, or any other Church of Scientology, or any employees or officers. McShane has attested on behalf of RTC that it is a Church of Scientology and Miscavige is alleged to be an office of CSI. As such, each of the various agreements apply to RTC and Miscavige.

The court will now turn to analysis of whether the agreements and/or provisions are unenforceable as Plaintiff contends. Plaintiffs opposition and supporting declaration, contend that the agreements she signed are both substantively unconscionable due to their breadth and procedurally unconscionable due to the undue influence, duress and/or coercion that Moving Defendants exerted on her at the time she signed the agreements.

B. Substantive Unconscionability

Plaintiff contends that “the strikingly broad scope of the arbitration agreement” is precisely what makes each arbitration agreement or provision unenforceable. (Opposition, 12-13.) Plaintiff relies on a federal district court case interpreting the Federal Arbitration Act (“FAA”), *In re Jiffy Lube Int’l, Inc.* (2012) 847 F.Supp.2d 1253, 1262-63 (*Jiffy Lube*), for the proposition that arbitration agreements unlimited in scope are by definition unconscionable.

In *Jiffy Lube*, Plaintiffs filed an action alleging that Defendants subjected them to text message advertising in violation of the Telephone Consumer Protection Act. (“TCPA”) (Id. at 1255.) Defendants responded in part with a motion to compel arbitration of Plaintiffs’ claims. (Id. at 1261.) In deciding that the underlying agreement at issue in that action was invalid, the *Jiffy Lube* court found the agreement “incredibly broad.” (Id. at 1262-1263.) Further, the *Jiffy Lube* court pointed to a decision of Judge Posner, who noted that if there were “no limiting clause in the arbitration agreement at issue . . . such that if a defendant murdered the plaintiff in order to discourage default on a loan, the wrongful death claim would have to be arbitrated.” (Id.)

This declines to adopt the reasoning in *Jiffy Lube*. While the arbitration agreements are broad, they are intended to be so to protect the religious doctrines of the Defendants and for them to be able to address challenges to their practices within religious, rather than secular legal structures. This context is simply different from the one addressed in *Jiffy Lube*.

C. Procedural Unconscionability

Plaintiff contends that the agreements are unenforceable due to Moving Defendants’ undue influence over her and due to the fact that she signed them under coercion and duress. (Opposition, 9-12.)

Plaintiff submits her own declaration in support of her contention that any agreements or provisions signed with the Moving Defendants should be considered

unenforceable due to undue influence, duress and coercion. Plaintiff attests that she was born to Scientologist parents and was “raised to believe that I only had rights that were afforded to me by Scientology.” (Plaintiff Decl. ¶ 4.) Further, Plaintiff attests that she was made to “sign over” rights to Scientology “or else it would be a sin against the Church.” (Id.) Plaintiff contends she was “brainwashed” by Scientology such that she did not understand or appreciate her rights. (Plaintiff Decl. ¶ 5.) Further, Plaintiff contends that for each and every document she signed, an “official” would summarize the contents of the documents “in their own words” and she would be required to sign as the official stood over her. (Plaintiff Decl. ¶ 7.) If Plaintiff “took too long” or attempted to read the documents, she would be told “are you done yet, just sign it.” (Id.) Further, Plaintiff contends she was always told it was “not possible” to take the documents home to review. (Id.)

Plaintiff further attests that when she joined the Sea Org and moved to Gold Base, she was “verbally, physically, and psychologically restricted from leaving the Gold Base. (Plaintiff Decl. ¶ 9.) Beginning 2016, Plaintiff attests she submitted seven requests to leave the Sea Org, and that all were denied, including on one occasion where she was physically restrained from leaving. (Plaintiff Decl. ¶ 12.) After Plaintiff left in 2016 and was then encouraged to return to formally withdraw, Plaintiff alleges she was subject to a “handler,” who allegedly followed her to the bathroom and in the shower. (Plaintiff Decl. ¶ 13.) Plaintiff also contends that the videotaped interviews she underwent were

“videotaped interrogations,” in which she was forced to make “False confessions” about herself and provide “false positive testimonials” about Scientology. (Id.) Further, Plaintiff contends that the Departure Agreement specifically was signed in a room including a “man armed with a gun,” and that she “signed any document that was given” “because I just wanted to it to be over and to get out of there.” (Plaintiff Decl. ¶¶ 14-15.)

Plaintiff also cites to various cases for the proposition that the circumstances described in her declaration fit the requirement for invalidating agreements entered into under undue influence, coercion or duress. The court has reviewed these cases and finds *Odorizzi v. Bloomfield School District* (1966) 246 Cal.App.2d 123 (*Odorizzi*) instructive.

In *Odorizzi*, the court of appeal found that a school teacher who contends he signed a resignation under undue influence and/or duress was entitled to rescind his resignation. (Id. at 135.) In coming to this conclusion, the Court of Appeal found that there were seven characteristics which “tend to create a pattern” of undue influence: “(1) discussion of the transaction at an unusual or inappropriate time, (2) consummation of the transaction in an unusual place, (3) insistent demand that the business be finished at once, (4) extreme emphasis on untoward consequences of delay, (5) the use of multiple persuaders by the dominant side against a single servient party, (6) absence of third-party advisers to the servient party, (7) statements that there is no time to consult financial advisers or

attorneys.” (Id. at 133.) The Court of Appeal found that the school teacher sufficiently alleged that his resignation was procured under undue influence in part because he alleges he was required to sign the resignation while under severe and emotional strain after being arrested, questioned, booked and then released through forty hours without sleep. (Id. at 131-132.) However, the Court of Appeal found that no duress or menace was sufficiently alleged, as “the action or threat in duress or menace must be unlawful.” (Id. at 128.)

In support of its motion, Defendants submit the declarations of Lynn Farny, Catherine Fraser, and Gary Soler, which attest to Plaintiff’s participation in growing areas of responsibility within the church. She held various position of growing importance over the many years. (Farney Decl. ¶¶ 36-38.) She was a member of the Sea Org, which included the most dedicated Scientologists. (¶ 27.) She served as an “Ethics Officer” where she “read, was tested on, and implemented the Scientology justice materials.” (¶ 37.) Despite Plaintiff’s allegations of brainwashing as a child, she admits her agreements were all signed after she was 30. (Plaintiff’s Decl. ¶¶ 10, 11; Exhs. 2, 7-11 filed in support of the motion.) Ms. Fraser attested that Plaintiff travelled with location shoot teams all over Southern California (¶ 23), she had a car and a phone and would be totally on her own at times (¶ 24), was in a loving marriage (¶ 25, served as a host for social affairs with the non-Scientology community (¶ 28), and vacationed

in Oregon, Florida and Nevada and returned to Sea Org (§ 29). She did not challenge those statements.

CSI contends that Plaintiff has not shown that she signed any of the agreements under undue influence, duress or coercion. (Reply, 13-15.) CSI contends that Plaintiff's contentions about having to sign the agreements while an "official" was watching and having the language summarized to her merely constitute generalized allegations of "take-it-or-leave-it" agreements, which are conclusory and not sufficient to constitute a showing that the agreements were procured by undue influence, duress or coercion. (Id.) Further, CSI contends that with respect to the Departure Agreement, Plaintiff's assertion that it was witnessed by a "man with a gun" is a fabrication and is contravened by the Soter Declaration in support of both motions in which Soter repeatedly affirms that Plaintiff told him she was not coerced to sign the Departure Agreement and was freely agreeing to do so in the course of her "routing out" process. (Id.)

The court finds that Plaintiff has failed to sufficiently demonstrate procedural unconscionability for purposes of invalidating any of the agreements she signed which compel her to arbitrate. Here, Plaintiff's Declaration is conclusory and lacks sufficient factual statements to refute Defendants' showing. Her declaration demonstrates that she contends generally that the agreements she signed prior to the Departure Agreement were signed only because she was forced to do so, as they were "take-it-or-leave-it" agreements. However, mere statements that a party to an agreement was

“coerced” to sign the agreement is insufficient to constitute proof that the party was in fact coerced to do so. (Robinson v. City of Manteca (2000) 78 Cal.App.4th 452, 458.) While Plaintiff does specifically attest that a “man with a gun” observed her sign the Departure Agreement, which, if true, may be circumstantial evidence that the Departure Agreement was entered into due to duress or coercion, but she does not explain what this man did to coerce her to sign. Also, it does nothing to show that the earlier agreements were entered into due to duress or coercion. The Departure Agreement does not contain language indicating that it was to supersede any of the prior agreements Plaintiff signed with Moving Defendants. Moreover, the transcript of her signing the Departure Agreement contradicts her declaration. Finally, many of her allegations regarding “brainwashing” and coercion involve the substance of her dispute over the Scientology practices that are part of its religious doctrine. Those are substantive questions that go to the merits of Plaintiffs claims that should be resolved by the arbitrator. (See, e.g., Henry Schein, Inc. v. Archer & White Sales, Inc. (2019) 586 U.S. ___, 139 S.Ct 524.)

D. Ministerial Exception

CSI and RTC also contend that Plaintiff’s various signed agreements should be deemed enforceable under the ministerial exception. However, having found that Plaintiff entered into enforceable arbitration agreements which encompass her claims against Defendants that warrant granting the motion, the court

does not address the remaining arguments in the moving and opposing papers regarding the ministerial exception.

III. Conclusion

Moving Defendants' petitions to compel arbitration are GRANTED. The action is stayed pending the completion of arbitration.

1 Each Defendant moves to compel arbitration in its own capacity. Further, Defendant Religious Technology Center joins in Defendant Church of Scientology International's motion to compel arbitration.

2 The Complaint is styled as brought by "Jane Doe" in the interest of Plaintiff's anonymity. However, the Court notes that the First Amended Complaint identifies Plaintiff by name as Valerie Haney.

The Court hereby stays the case in its entirety. On the Court's own motion, the Hearing on Motion to Quash Service of Summons, for Sanctions; scheduled for 04/09/2020, Hearing on Motion to Quash Service of Summons scheduled for 04/09/2020, Hearing on Motion – Other Motion to Stay Proceedings Pending Motions to Compel Arbitration scheduled for 08/13/2020, Hearing on Motion to Compel Arbitration scheduled for 01/30/2020, Hearing on Special Motion to Strike under CCP Section 425.16 (Anti-SLAPP motion) scheduled for 02/13/2020, and Hearing on Motion to be Admitted Pro Hac Vice scheduled for 04/09/2020 are vacated.

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Post-Arbitration Status Conference is scheduled for 01/29/2021 at 08:30 AM in Department 37 at Stanley Mosk Courthouse.

Defendant is to give notice and prepare order.

PROOF OF SERVICE

**Jane Doe (Valerie Haney) v.
Church of Scientology, et al.
LASC Case No. 19STCV21210**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 800 West Sixth Street, 18th Floor, Los Angeles, CA 90017-2701.

On January 31, 2020, I served true copies of the following document(s) described as **[PROPOSED] ORDER GRANTING MOTIONS TO COMPEL RELIGIOUS ARBITRATION, STAYING ACTION, VACATING HEARING DATES, AND SETTING STATUS CONFERENCE** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY OVERNIGHT DELIVERY: I enclosed said document(s) in an envelope or package provided by the overnight service carrier and addressed to the persons

at the addresses listed in the Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight service carrier or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents.

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

Executed on January 31, 2020, at Los Angeles, California.

/s/ Connie Gonzalez
Connie Gonzalez

SERVICE LIST

**Jane Doe (Valerie Haney) v.
Church of Scientology, et al.
LASC Case No. 19STCV21210**

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PROOF OF SERVICE

**Jane Doe (Valerie Haney) v.
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LASC Case No. 19STCV21210**

**STATE OF CALIFORNIA, COUNTY OF LOS AN-
GELES**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the

County of Los Angeles, State of California. My business address is 800 West Sixth Street, 18th Floor, Los Angeles, CA 90017-2701.

On February 20, 2020, I served true copies of the following document(s) described as **NOTICE OF ORDER** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Scheper Kim & Harris LLP for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

BY ELECTRONIC SERVICE: I served the document(s) on the person listed in the Service List by submitting an electronic version of the document(s) to One Legal, LLC, through the user interface at www.onelegal.com.

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

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Executed on February 20, 2020, at Los Angeles,
California.

/s/ Connie Gonzalez
Connie Gonzalez

SERVICE LIST

**Jane Doe (Valerie Haney) v.
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LASC Case No. 19STCV21210**

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Attorneys for Defendant,

Church of Scientology International

**SUPERIOR COURT OF THE
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES,
CENTRAL DISTRICT**

VALERIE HANEY,

Plaintiff,

v.

CHURCH OF
SCIENTOLOGY
INTERNATIONAL;
RELIGIOUS TECHNOL-
OGY CENTER, and
DAVID MISCAVIGE;
and DOES 1-25,

Defendants.

CASE NO. 19STCV21210

Assigned to Hon.

Richard J. Burdge, Jr.,

Dept. 37

**NOTICE OF RULING
ON PLAINTIFF'S
MOTION FOR
RECONSIDERATION**

Date: August 11, 2020

Time: 1:30 p.m.

Complaint Filed:

June 18, 2019

**TO ALL PARTIES AND THEIR ATTORNEYS
OF RECORD:**

PLEASE TAKE NOTICE THAT on August 11, 2020 at 1:30 p.m., Plaintiff Valerie Haney's Motion for Reconsideration of the Court's Order Granting Defendants' Motion to Compel Arbitration was heard in the above-entitled court before the Honorable Richard J. Burdge, Jr. Robert Thompson and Graham Berry appeared on behalf of Plaintiff. William H. Forman and Margaret E. Dayton appeared on behalf of Defendant Church of Scientology International. Robert Mangels and Matthew Hinks appeared on behalf of Defendant Religious Technology Center.

For the reasons stated in the Court's August 11, 2020 Minute Order (attached hereto as Exhibit A) and the reasons stated on the record by the Court, the Court DENIED Plaintiff's Motion for Reconsideration.

DATED: August 12, 2020

SCHEPER KIM & HARRIS LLP
WILLIAM H. FORMAN
DAVID C. SCHEPER
MARGARET E. DAYTON

By /s/ [Illegible]

William H. Forman
Attorneys for Defendant,
Church of Scientology
International

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EXHIBIT A

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES**

Civil Division

Central District, Stanley Mosk Courthouse,
Department 37

19STCV21210

August 11, 2020

JANE DOE vs CHURCH

1:30 PM

OF SCIENTOLOGY

INTERNATIONAL, et al.

Judge: Honorable

Richard J. Burdge Jr.

CSR: None

Judicial Assistant: L. Garcia

ERM: None

Courtroom Assistant: E. Avena

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Robert W. Thompson (Telephonic)
Brian Kent and Stewart Ryan; Attorney Graham E.
Berry for Kristen A. Vierhaus (Telephonic) and
Gaetano D'Andrea

For Defendant(s): Attorney Margaret Dayton William
H. Forman (Telephonic); Attorney Robert E. Mangels
Matthew D. Hinks (Telephonic)

NATURE OF PROCEEDINGS: Hearing on Motion
for Reconsideration

Pursuant to Government Code sections 68086, 70044,
and California Rules of Court, rule 2.956, Linda Lee,
CSR # 13568, certified shorthand reporter is appointed
as an official Court reporter pro tempore in these

proceedings, and is ordered to comply with the terms of the Court Reporter Agreement. The Order is signed and filed this date.

The court's tentative ruling is posted online for parties to review.

The matter is called for hearing and argued. After argument, the Court's tentative ruling is adopted as the final order of the Court as follows:

Plaintiff's motion for reconsideration is DENIED. Defendants are to give notice.

Background

This action arises out of Plaintiff, Valerie Haney ("Plaintiff")'s former tenure as a member of the Church of Scientology International ("CSI"). Plaintiff also brings this action against Religious Technology Center ("RTC") and David Miscavige ("Miscavige"), who is alleged to be the "Chairman of the Board" and leader of "The Church of Scientology." (together, "Defendants.")

Further, Plaintiff alleges that she served as staff for the Sea Organization or "Sea Org," which is one of the suborganizations of CSI and RTC. The operative First Amended Complaint ("FAC") contains extensive allegations regarding the Sea Org's allegedly improper and or illegal practices, including allegations detailing trafficking of children within the Sea Org, how the Sea Org subjects former members to a "routing out" process, and how the Defendants subject members and

former members to other alleged coercion and control tactics.

As for her own experience, the FAC further alleges that Plaintiff was born into Scientology in 1979 and was first a member of the “Cadet Org,” a subdivision of the Sea Org for the children of Scientology’s most dedicated members. As a “Cadet Org” member, Plaintiff alleges that she was subject to “auditing,” which is an alleged indoctrination procedure, as well as “bullbaiting,” which is an alleged technique designed to train children not to react to harassment or other inappropriate comments. Plaintiff alleges that as she grew in Scientology, she eventually became a victim of human trafficking such that she was lured into joining the Sea Org and moving to “Gold Base,” located at 19721 Gilman Spring Road, San Jacinto, California, where she began being subjected to involuntary servitude in service of the Sea Org. During her time at “Gold Base,” Plaintiff alleges that she eventually became Miscavige’s “steward.” Due to Plaintiff’s duties, she alleges she was increasingly further restricted from leaving “Gold Base.”

The FAC further alleges that sometime in November 2016, Plaintiff had been assigned to film promotional videos for Scientology and learned that the promotional videos would be moved off “Gold Base.” As such, Plaintiff alleges she escaped “Gold Base.” Despite allegedly leaving as of November 2016, the FAC alleges that Plaintiff was encouraged by her Scientology father to return and appropriately withdraw from Scientology through “routing out.” However, the FAC alleges

that returning to Scientology allegedly subjected Plaintiff to further threats, including being forced to falsely depict her experience within Scientology. The FAC alleges that Plaintiff again eventually escaped as of 2017.

After Plaintiff alleged left Scientology, the FAC alleges that Defendants continued to subject her to a “Fair Game campaign.” Specifically, Plaintiff alleges that she was featured on an episode of a television program in November 2018 called “Leah Remini: Scientology and the Aftermath” (the “Aftermath,”), in which she discussed her life prior to leaving Scientology and her ultimate departure. The FAC alleges that in response to the television appearance, Defendants published a website against Plaintiff and other persons who featured on the show entitled “leahreminiaftermath.com” and features allegedly false, defamatory and inflammatory statements about the individuals on the television program.

The operative FAC alleges ten causes of action against Defendants: (1) intentional misrepresentation, (2) concealment, (3) false promise, (4) false imprisonment, (5) kidnapping, (6) stalking in violation of California Civil Code § 1708.7, (7) libel in violation of California Civil Code § 45, (8) slander in violation of California Civil Code § 46, (9) constructive invasion of privacy in violation of California Civil Code § 1708.8, (10) intentional infliction of emotional distress.

On January 30, 2020, the court granted Defendants petitions to compel arbitration. Plaintiff now moves for

reconsideration of the court's January 30, 2020 order. Defendants oppose the motion.

Evidentiary Objections

The court notes that Defendants have filed numerous objections to the evidence submitted by Plaintiff, many of which are meritorious.

However, as discussed below, Plaintiff has failed to demonstrate that new facts, circumstances or law within the meaning of section 1008. As such, the failure to establish the predicate for this motion makes rulings on specific inadmissible evidence unnecessary.

Discussion

Timeliness

Code of Civil Procedure, section 1008 allows a party to move for reconsideration of an order within 10 days after service upon the party of written notice of entry of the order, based on new or different facts, circumstances, or law. (Code Civ. Proc., § 1008, subd. (a).)

Here, the court issues its ruling on Defendants' petitions to compel arbitration on January 30, 2020. On January 31, 2020, RTC filed a "Notice of Entry of Minute Order" and served it on all parties by mail. On February 20, 2020, CSI filed a "Notice of Order" and served it on all parties by mail and electronic service. Plaintiff's motion was filed on March 3, 2020.

Defendants do not contend that Plaintiff's motion should be denied on the grounds that it is untimely.

Analysis

Code of Civil Procedure section 1008 requires the party moving for reconsideration to “state by affidavit what application was made before, when and to what judge, what order or decisions were made, and what new or different facts, circumstances, or law are claimed to be shown.” However, a party moving for reconsideration under Code of Civil Procedure section 1008 must demonstrate that “new or different facts” in support of the motion could not have been discovered or produced with “reasonable diligence” at the time of the original hearing. (*New York Times Co. v. Superior Court* (2005) 135 Cal.App.4th 206, 212-13 (“the information must be such that the moving party could not, with reasonable diligence, have discovered or produced it at the [original hearing]”).

Plaintiff argues that reconsideration of the court’s January 30, 2020 ruling is warranted based on new facts contained in Defendant’s Special Motion to Strike (“Anti-SLAPP Motion”), filed on January 22, 2020 after she filed her opposition to Defendants’ petitions to compel arbitration. (Motion, 1-3.) Specifically, Plaintiff points to the Declaration of Lynn Farny (“Farny”) to demonstrate that she was terminated before signing the Staff Departure Agreement, such that the Staff Departure Agreement and its arbitration provision should be considered a “nullity” because Plaintiff did not voluntarily execute it. (*Id.*) Plaintiff argues that the Farny Declaration demonstrates that she was declared a “Suppressive Person” approximately a week

before she signed the Staff Departure Agreement during a February 6, 2017 “Fitness Board Turndown.” (Id.)

In opposition, Defendants contend that the January 30, 2020 ruling should not be reconsidered because the Farny Declaration in support of Defendant’s Anti-SLAPP Motion does not constitute a new fact for purposes of Code of Civil Procedure section 1008. (Opposition, 8-10.) Defendants contend that this is the case because Plaintiff’s counsel made arguments demonstrating that he was aware of the Farny Declaration at the January 30, 2020 hearing and was aware of the fact that Plaintiff had been deemed a “Suppressive Person” before signing the Staff Departure Agreement. (Id.; Declaration of William Forman (“Forman”), Exhibit A at pp. 3:12-4:8.)

The court has reviewed Exhibit A to the Forman Declaration and agrees with Defendants. Exhibit A demonstrates that Plaintiff’s counsel knew as of the hearing that Plaintiff had been declared a “Suppressive Person” by CSI. As such, this fact does not constitute “new or different facts, circumstances, or law” and the court will not reconsider its January 30, 2020 ruling. Nowhere in the showing is there any statement by Plaintiff under oath that she was unaware of the “new” facts or how to obtain them.

Finally, the court notes that Plaintiff also argues for a reconsideration of the January 30, 2020 ruling regarding her ex parte application for an order permitting her to conduct discovery based on the alleged new facts contained in the Farny Declaration. (Motion, 5, 14-15.)

However, Plaintiff's request is denied. As discussed above, the Farny Declaration does not constitute new facts or circumstances as Plaintiff's counsel argument at the January 30, 2020 hearing demonstrates that he knew of the Farny Declaration.

For these reasons, Plaintiff's motion is DENIED. Having denied Plaintiff's motion on this basis, the court does not reach the remainder of the parties' arguments.

Conclusion

Plaintiff's motion for reconsideration is DENIED. Defendants are to give notice.

PROOF OF SERVICE

Jane Doe (Valerie Haney) v. Church of Scientology, et al. LASC Case No. 19STCV21210

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 800 West Sixth Street, 18th Floor, Los Angeles, CA 90017-2701.

On August 13, 2020, I served true copies of the following document(s) described as **NOTICE OF RULING ON PLAINTIFF'S MOTION FOR RE-CONSIDERATION** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY ELECTRONIC SERVICE: I served the document(s) on the person listed in the Service List by submitting an electronic version of the document(s) to One Legal, LLC, through the user interface at www.onelegal.com.

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address cspears@scheperkim.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

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Executed on August 13, 2020, at Los Angeles, California.

/s/ Connie Spears
Connie Spears

SERVICE LIST

**Jane Doe (Valerie Haney) v. Church
of Scientology, et al.
LASC Case No. 19STCV21210**

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App. 45

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Attorneys for Specially-
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App. 46

Court of Appeal, Second Appellate District,
Division Five – No. B307452

S265314

IN THE SUPREME COURT OF CALIFORNIA

En Banc

VALERIE HANEY, Petitioner,

v.

SUPERIOR COURT OF LOS ANGELES COUNTY,
Respondent;

CHURCH OF SCIENTOLOGY INTERNATIONAL
et al., Real Parties in Interest.

(Filed Dec. 9, 2020)

The petition for review is denied.

CANTIL-SAKAVE

Chief Justice
