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4 BAR NO: 0005392
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JUDITH ALLEN
Clerk of the Superior Court

By YVONNE ORGIN, Deputy
Date 01/14/97 Time 02:23 PM
Description Qty Amount
CASE# CV9700750
CIVIL COMPLAINT 001 97.25
TOTAL AMOUNT 97.25
Receipt# 000012832%

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

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

11 Plaintiff,)

12 vs.)

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

17 Defendants.)

CASE NO:

CV97-00750

COMPLAINT

18 For her complaint, Plaintiff alleges as follows:

19 1. Plaintiff Wilma Freeman is the surviving Widow and Personal
20 Representative of the Estate of John Barrow, Probate No. PB93-
21 01536.

22 2. Defendant Church of SCIENTOLOGY is an Arizona Corporation doing
23 business in Maricopa County. Defendants John and Jane Does A-D,
24 Corporations 1-9 and Partnerships I-X are Defendants whose names
25 are currently unknown to Plaintiff, but if and when such
26 information becomes known, Plaintiff will amend accordingly.

27 3. Plaintiff and John Barrow were married in May of 1991. In June
28 of 1991, John Barrow became involved with the Defendant Church of
Scientology.

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COUNT I

(Breach of Contract)

Plaintiff incorporates all foregoing allegations and further alleges:

5. In connection with his relationship with the Church of Scientology, John Barrow entered into certain contracts with the Church, wherein Barrow paid money to the Church, in exchange for which the Church agreed to perform certain services. Said contracts were contracts of adhesion, in which Barrow had no input or opportunity to negotiate.

6. The Church failed to perform the services, or, in the alternative, breached the contracts by failing to properly perform the services which were promised.

7. As a result of the breach on the part of the church, Plaintiff is entitled to a refund of all monies paid.

8. Plaintiff is entitled to recover her costs and attorney fees.

WHEREFORE, Plaintiff prays for judgment against the Defendant as follows:

1. Damages in an amount to be proven at trial, but in no event less than \$70,000.

2. Reasonable attorney's fees and costs.

3. Such other and further relief as is just and proper.

COUNT I

(Breach of implied duty of good faith and fair dealing)

Plaintiff incorporates all foregoing allegations and further alleges:

9. Legally implied in Barrow's contracts with the Church was a covenant of good faith and fair dealing.

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2 10. The relationship between Barrow and the Church was such that
3 the Church owed Barrow certain fiduciary duties.

4 11. The church breached its fiduciary duties, including the
5 covenant of good faith and fair dealing.

6 12. The nature of the contractual relationship between the Church
7 and Barrow was such that Barrow is entitled to recover tort damages
8 for the Church's breach.

9 13. As a result of the Church's breach, Barrow suffered the
10 following damages, including, but not limited to:

11 a. Barrow Developed psychosomatic congestive heart
12 failure symptoms,

13 b. Barrow had a violent physical confrontation with his
14 wife (Plaintiff herein)

15 c. Barrow filed to divorce Plaintiff [The divorce
16 petition was subsequently withdrawn.]

17 d. Barrow became paranoid about his personal safety,
18 following rumors about Scientology being a cult, from
19 which he might be kidnapped and "deprogrammed,"

20 e. Barrow found it increasingly difficult to perform in
21 his job with Arizona Public Service,

22 f. Barrow Was given the company's Minnesota Multiphasic
23 Personality Index (MMPI) test, for nuclear plant
24 security, which he failed. He was then put on
25 psychological probation and his clearance to enter site
26 security areas was revoked, pending participation in the
27 company's psychological counseling program.

28 14. As a result of the Church's breach, Plaintiff Wilma Freeman
also suffered intense emotional distress, including, but not
limited to Defendant's interference with her marital relationship
with her husband, for which she is entitled to damages.

WHEREFORE, Plaintiff prays for Judgment against the Defendant
as follows:

1 a. Damages payable to the estate of John Barrow in an amount
2 to be proven at trial, but in no event less than \$500,000.

3 b. Damages to Plaintiff Wilma Freeman individually, in an
4 amount to be proven at trial, but in no event less than \$500,000.

5 c. Plaintiff's costs and attorney's fees.

6 d. Such other and further relief as is just and proper.

7 DATED this 13 day of January, 1997.

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