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4 BAR NO: 0005392
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7 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
8 IN AND FOR THE COUNTY OF MARICOPA

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

12 Plaintiff,

13 vs.

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

18 Defendants.

CASE NO: CV 97-00750

PLAINTIFF'S STATEMENT
OF FACTS

19 Comes now the Plaintiff and hereby responds to Defendant's Statement of Facts in
20 support of Its Motion to Dismiss, or in the Alternative for Summary Judgment, and For
21 Sanctions. Plaintiff also sets forth certain additional facts pertinent to the issues before the
22 court.

23 DATED this 10 day of April, 1997.

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PLAINTIFF'S RESPONSE TO DEFENDANT'S
STATEMENT OF FACTS

1. As to ¶1, Plaintiff agrees that John Barrow entered into the enrollment agreement which contained an arbitration clause, but disagree with the characterization of the courses to be received as "spiritual counseling and training."

2. As to ¶2, Plaintiff disagrees and affirmatively asserts that John Barrow did request a refund and did in fact submit the dispute to the International Justice Chief of the Church. See Affidavit of Wilma Freeman and accompanying exhibits.

3. Plaintiff agrees with ¶3.

4. For purposes of this Motion only, Plaintiff agrees with ¶s 4, 5 and 6, that the Church of Scientology is a religion, but affirmatively asserts that the Church of Scientology offers its courses and information on a secular basis as well as a religious basis. See Affidavits of Wilma Freeman, Janice Hayward and Ron Burrell.

ADDITIONAL FACTS ASSERTED BY PLAINTIFF.

Plaintiff hereby asserts the following additional facts in support of her response:

5. Plaintiff Wilma Freeman Barrow is the surviving widow of John Barrow, and personal representative of his estate. The Barrows married in May of 1990. (Affidavit of Wilma Freeman ¶1 and ¶3).

6. In June of 1991, John developed an interest in the Church of Scientology. This was not a religious interest. At the time John was an active member of the Church of Jesus Christ of Latter Day Saints, ("Mormon") and he maintained that activity and belief throughout his association with the Church of Scientology. John's attraction to Scientology was on an intellectual and psychological level inasmuch as he felt that the auditing supplied by Scientology could help him to rid himself of the effects of a plane crash John survived, and the emotional trauma of the subsequent death of his first wife and his own injuries. (Affidavit of Wilma Freeman ¶¶ 2, 4, 6, and 7).

1 7. John's first contact with Scientology came through reading "Dianetics, The Modern
2 Science of Mental Health" by L. Ron Hubbard. (Affidavit of Wilma Freeman ¶4.)

3 8. The Synopsis of *Dianetics* states in part:

4 Dianetics is actually a family of sciences embracing the various
5 humanities and translating them into usefully precise definitions. The present
6 volume deals with Individual Dianetics and is a handbook containing the
7 necessary skills both for the handling of interpersonal relationships and the
8 treatment of the mind. With the techniques presented in this handbook the
9 psychiatrist, psycho-analyst and intelligent layman can successfully and
10 invariably treat all psycho-somatic ills and inorganic aberrations. More
11 importantly, the skills offered in this handbook will produce the dianetic *clear*,
12 an optimum individual with intelligence considerably greater than the current
13 normal, or the dianetic *release* an individual who has been freed from his
14 major anxieties or illnesses. The release can be done in less than twenty
15 hours of work and is a state superior to any produced by several years of
16 psycho-analysis, since the release will not relapse.

17 Dianetics is an exact science and its application is on the order of, but
18 simpler than, engineering. . . .

19 *Dianetics*, p. ix. , (copy attached hereto as Exhibit A.)

20 9. John Barrow was an engineer, and considered to be extraordinarily intelligent by
21 those who knew him. Prior to his marriage to Wilma, he and his first wife, Ann, had been
22 involved in a serious accident which resulted in Ann's death and John suffering from serious
23 burns and other injuries. Dianetics (Scientology) appeared to present an opportunity to rid
24 himself of the major anxieties and illnesses which resulted from the accident. (Affidavit of
25 Wilma Freeman ¶ 6).

26 10. In 1991 and 1992 John Barrow paid over \$150,000 to the Church of Scientology for
27 various courses, materials, seminars, tapes, etc. (Affidavit of Wilma Freeman ¶10).

28 11. As a result of his exposure to Scientology, John Barrow experienced the following:

- a. Barrow developed psychosomatic congestive heart failure symptoms,
- b. Barrow had a violent physical confrontation with his wife (Plaintiff herein)
- c. Barrow filed to divorce Plaintiff [The divorce petition was subsequently withdrawn.]
- d. Barrow became paranoid about his personal safety, following rumors about Scientology being a cult, from which he might be kidnapped and

1 "deprogrammed,"

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

4 f. Barrow Was given the company's Minnesota Multiphasic Personality Index
5 (MMPI) test, for nuclear plant security, which he failed. He was then put on
6 psychological probation and his clearance to enter site security areas was
7 revoked, pending participation in the company's psychological counseling
8 program. (Affidavit of Wilma Freeman ¶17; Complaint ¶12)

9 12. Barrow requested a refund of all monies paid to Scientology for services not
10 rendered. LA, the Scientology organization in San Francisco agreed to refund all amounts
11 paid, and in fact refunded \$54,730. The Phoenix Organization also agreed to refund monies
12 paid, and in fact made several payments. These payments were accompanied by written
13 promises to repay all that was due. The payments did not continue, however, and there is
14 still a net balance owed. (Affidavit of Wilma Freeman ¶24).

15 13. It was and is the Church's written policy to return payments. See Exhibit 2 to Wilma
16 Freeman's affidavit, , a publication discussing various activities in 1996-1997. ("Donations
17 Promptly refunded to Any dissatisfied student or preclear in accordance with the policies
18 of the Claims verification board. If the Preclear or student is dissatisfied and demands it
19 within three months after the training or processing. the only condition being that he may
20 not again be processed or trained.") See Also Exhibit 3, entitled "Information for Service
21 Applicants." (It is the practice of the Church of Scientology to require and accept fixed
22 offerings or donations for its auditing and training services from members who elect to
23 become preclears or students. Subject to the policies of the Claims Verification Board,
24 refunds/repayments of monies donated in respect to delivered/undelivered services or
25 portions thereof will be granted to any Preclear or student who is no longer in agreement
26 with the Creed of the Church; however such persons will not again be audited or trained.")

27 13, Scientology discourages its "members" from retaining legal counsel, and in fact advises
28 them that if they retain legal counsel they will not be refunded any monies. See Exhibit 9
to Wilma Freeman's affidavit. ("Failure to follow this procedure or any deviation from it,

1 such as by seeking to involve third parties, including attorneys, immediately ends the
2 procedure and the Church will take no further actions to return the funds.") Scientology
3 insists that participants sign contracts which contain arbitration clauses which purport to
4 restrict any dispute to arbitration within the organization. (Exhibit 1 to Defendant's
5 Motion).

6 14. Freeman was told that she had to proceed through the Church's own system. Phone
7 calls from her attorneys to the Church of Scientology were not returned. When she met
8 with representatives of the local Church of Scientology, they refused to allow anyone to
9 accompany her to the meetings. (Affidavit of Wilma Freeman ¶28).

10 15. Wilma Freeman expressly avoided retaining counsel because of her belief that
11 negative consequences would result if a lawyer contacted the church on her behalf, both in
12 her individual capacity and in her capacity as personal representative for the estate of John
13 Barrow. (Affidavit of John Coll ¶¶3 and 4).

14 14. Coupled with the fact that refunds were being made, these policies deterred Wilma
15 Freeman from pursuing legal action in this matter. (Affidavit of Wilma Freeman ¶¶ 28 and
16 29).

17 15. The courses and materials provided by Scientology are offered on a secular basis.
18 (Affidavits of Wilma Freeman, Janice Hayward and Ron Burrell). It is not necessary to
19 adopt the religious beliefs of Scientology to receive the courses and training. (Affidavits of
20 Wilma Freeman, Janice Hayward and Ron Burrell).


21 16. John Barrow himself had no interest nor belief in the "religious" aspects of
22 Scientology. His interest was in the psychological and mental benefits which were promised
23 through the auditing process. (Affidavit of Wilma Freeman ¶15). John Barrow "joined" the
24 Church of Scientology because he was told that he would receive discounts on training and
25 materials received. (Affidavit of Wilma Freeman ¶¶ 8 and 9). Janice Hayward also "joined"
26 the Church of Scientology because she was told she would receive discounts on training and
27 materials received. Janice Hayward also had no interest or belief in the "religious" aspects
28

1 of Scientology and remained a practicing Christian throughout her association with
2 Scientology. (Affidavit of Janice Hayward ¶¶ 5 and 6).

3 17. In May or June of 1992, Ms. Chantal Code of the Advanced Organization of Los
4 Angeles (AOLA) a parent organization to the local Scientology Group did a "FLUB" check
5 or review of the work done by the local organization. This review determined that the work
6 done by the local organization was not properly done. (Affidavit of Wilma Freeman ¶20).

7 19. As a result of the actions of the Church of Scientology, Wilma Freeman experienced
8 emotional and physical discomfort and pain, including aggravation of chronic fatigue
9 immune syndrome, and stress which resulted in problems with her stomach, back and
10 sleeping disorders. (Affidavit of Wilma Freeman ¶19).

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12 DATED this 10th day of April, 1997.

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21 Copies of the foregoing mailed to:

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