

DYKEMA GOSSETT LLP
333 SOUTH GRAND AVENUE
SUITE 2100
LOS ANGELES, CALIFORNIA 90071

1 **DYKEMA GOSSETT LLP**
S. CHRISTOPHER ("KIT") WINTER, SBN: 190474
2 MONICA FRASCONA, SBN: 242308
JANE K. LEE, SBN: 247259
3 ANDREA FIGLER VENTURA, SBN: 249568
DAWN N. WILLIAMS, SBN: 267925
4 333 South Grand Avenue
Suite 2100
5 Los Angeles, California 90071
Telephone: (213) 457-1800
6 Facsimile: (213) 457-1850

7 Attorneys for Plaintiff
DANIEL MONTALVO

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 DANIEL MONTALVO, an individual;

12 Plaintiff,

13 v.

14 CHURCH OF SCIENTOLOGY
15 INTERNATIONAL, a California corporation;
SEA ORGANIZATION, an unincorporated
16 association; CHURCH OF SCIENTOLOGY
WESTERN UNITED STATES, INC. d/b/a
17 CANYON OAKS RANCH SCHOOL, a
California corporation; JESSE REISS, an
18 individual; SHANNON BARNES, an
individual; LUIS MONTALVO, an individual;
19 VERONICA BARRIGA MONTALVO BIGGS,
an individual; KENDRICK MOXON, an
20 individual, and DOES 1-100, inclusive;

21 Defendants.
22

Case No.:

BC 456611

COMPLAINT

UNLIMITED CIVIL CASE
(AMOUNT DEMANDED EXCEEDS
\$25,000)

JURY TRIAL DEMANDED

23
24 Plaintiff Daniel Montalvo files this Complaint against Defendants Church of Scientology
25 International, Sea Organization, Church of Scientology of the Western United States, Inc. d/b/a
26 Canyon Oaks Ranch School, Kendrick Moxon, Jesse Reiss, Shannon Barnes, Luis Montalvo,
27 Veronica Barriga Montalvo Biggs and Does 1-100, inclusive, and alleges as follows:
28

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAR 04 2011

John A. Clarke, Executive Officer/Clerk

By  Deputy
RUGENA LOEBZ

I. NATURE OF THE CASE

1
2 1. This case arises from the upbringing of Plaintiff Daniel Montalvo, whose parents
3 effectively abandoned him, whose caretakers exploited and manipulated him, and whose school
4 failed to adequately educate him in subjects either religious or secular. Intentionally deprived of the
5 basic life skills needed to permit him to become a functioning adult member of society, Daniel now
6 comes before this Court a nineteen year old man with an eighth grade education, without assets,
7 without a resume despite having labored for hundreds of hours per week over the past five years,
8 and living in Los Angeles only as a result of the deceit of those who pretended to assist him. Every
9 adult in Daniel’s childhood failed him, and society’s safeguards against such misconduct
10 overlooked him (or were concealed from him). This Complaint seeks to recover for these great
11 wrongs.

II. THE PARTIES

12
13 2. Plaintiff Daniel Montalvo (“Daniel”) is an individual residing in the County of Los
14 Angeles, California.

15 3. Defendant Church of Scientology International (“CSI”) is a California corporation
16 operating in Los Angeles, California. CSI had physical custody and control of Daniel from at least
17 May 2006, when Daniel was fifteen years old, until at least March 5, 2009, when he reached the age
18 of majority. On information and belief, CSI is operated and controlled by and is an agent of
19 Defendant Sea Organization.

20 4. Defendant Sea Organization aka the Sea Org (the “Sea Org”) is an unincorporated
21 association. The Sea Org is the leadership organization of Scientology and is comprised of its
22 individual members, all of whom are Scientologists. Although the Church of Scientology is
23 nominally comprised of a byzantine labyrinth of interconnected corporate entities and holding
24 companies, as a practical matter all are under the control of the Sea Org, and the policies of the Sea
25 Org define the operation of the entities and the relationships between them, such that each of the
26 corporate Defendants named herein is an alter-ego of the Sea Org, and vice-versa. Sea Org
27 members are answerable to their Sea Org superiors, regardless of the corporate entity (if any) by
28 which the members may be nominally employed.

1 5. Church of Scientology Western United States, Inc., (“CSI-WUS”) is a California
2 corporation operating in Los Angeles, California under the expired fictitious business name Canyon
3 Oaks Ranch School (“Canyon Oaks”). On information and belief, CSI-WUS is operated and
4 controlled by the Sea Org, in an alter-ego of the Sea Org, and is an agent of the Sea Org.

5 6. Defendant Jesse Reiss (“Reiss”) is an individual residing in Los Angeles, California.
6 At all times relevant hereto, Reiss was the headmaster of Canyon Oaks and a teacher at Canyon
7 Oaks. At all time relevant hereto, Reiss was a mandated reporter pursuant to California Penal Code
8 Section 11165.7, and as such was required to report suspected child abuse or neglect to the
9 appropriate authorities. At all times relevant hereto, Reiss was acting within the course and scope of
10 his employment by Canyon Oaks.

11 7. Defendant Shannon Barnes (“Barnes”) is an individual residing in Los Angeles,
12 California. At all times relevant hereto, Barnes was a teacher at Canyon Oaks. At all time relevant
13 hereto, Barnes was a mandated reporter pursuant to California Penal Code Section 11165.7, and as
14 such was required to report suspected child abuse or neglect to the appropriate authorities. At all
15 times relevant hereto, Barnes was acting within the course and scope of his employment by Canyon
16 Oaks.

17 8. Defendant Luis Montalvo (“Luis”) is an individual residing in Los Angeles,
18 California. Luis is the father of Daniel and is a member of the Sea Org.

19 9. Defendant Veronica Barriga Montalvo Biggs (“Veronica”) is an individual residing
20 in Los Angeles, California. Biggs is the mother of Daniel and is a member of the Sea Org. While
21 Daniel was a minor, Luis and Veronica were Daniel’s legal guardians.

22 10. Defendant Kendrick Moxon (“Moxon”) is an individual residing in Los Angeles,
23 California. Plaintiff is informed and believes, and on that basis alleges, that Moxon is an agent of
24 the Sea Org and of CSI, and was acting within the scope of that agency in the conduct alleged
25 herein.

26 11. Defendants 1-50, inclusive, are individuals, each of whom was a mandated reporter
27 pursuant to California Penal Code Section 11165.7, each of whom had reason to know of the child
28 abuse and neglect suffered by Daniel as described herein, and each of whom failed to report such

1 abuse and neglect, thereby breaching a duty to Daniel. Plaintiff does not know the true names and
2 capacities of Defendants DOES 1-50, inclusive, and sues these Defendants by such fictitious names.
3 When Plaintiff ascertains the true names and capacities of DOES 1 -50, he will amend this
4 Complaint accordingly.

5 12. Plaintiff does not know the true names and capacities of Defendants DOES 51-100,
6 inclusive, and sues these Defendants by such fictitious names. Plaintiff is informed and believes and
7 on that basis alleges that each of the Defendants fictitiously named as DOES 51-100 is responsible
8 for and caused the damages herein alleged. When Plaintiff ascertains the true names and capacities
9 of DOES 51-100, he will amend this Complaint accordingly.

10 13. On information and belief, each Defendant aided and abetted the actions of one or
11 more of the other Defendants as set forth below, in that each Defendant had knowledge of the
12 actions or omissions of the other Defendants and encouraged, assisted or facilitated those acts or
13 omissions.

14 III. JURISDICTION AND VENUE

15 14. This Court has original subject matter jurisdiction over this action pursuant to
16 California Constitution Article VI, § 10.

17 15. The Court has personal jurisdiction over the Defendants pursuant to Code of Civil
18 Procedure § 410.10 because Defendants are residents of Los Angeles County.

19 16. This Court is the proper venue for this action pursuant to Code of Civil Procedure §
20 395(a) because some of the Defendants are residents of this county at the time of commencement of
21 this action.

22 IV. FACTUAL BACKGROUND

23 17. Daniel Montalvo was born March 5, 1991 in Quito, Ecuador. He is currently a
24 permanent resident of the United States. This action is brought within two years of Daniel's having
25 attained the age of majority.

26 18. In or about 1996, Daniel's parents, Defendants Luis and Veronica, became members
27 of the Sea Org, the leadership organization of Scientology. Sea Org members adopt a paramilitary
28 lifestyle in which they wear navy-style uniforms and hold ranks such as captain, lieutenant and

1 ensign. Pursuant to Sea Org policy, which prohibits Sea Org members from raising their children,
2 in or about 1996, Luis and Veronica ceded custody of Daniel to the “Cadet Org,” a children’s corps
3 of the Sea Org.

4 19. From age five until he reached the age of majority, Daniel was in the care, custody
5 and control of the Sea Org, Canyon Oaks, and/or CSI.

6 20. At the age of six, Daniel was first made to sign a purported “billion year contract”
7 binding him to the Sea Org. At the age of twelve, Daniel joined the Sea Org, signing a second
8 purported billion year contract. While in the Sea Org, Daniel lived in communal barracks-style
9 housing operated by the Sea Org or its agents, ate in “mess halls,” and was supervised and
10 controlled at all times by the Sea Org or its agents.

11 21. While Daniel was in the Sea Org, except under extremely limited circumstances, he
12 was specifically prohibited from accessing news media, Internet, non-Scientology bookstores, and
13 other sources of information not controlled by the Sea Org.

14 22. California recognizes education as a fundamental right, and children have a right to
15 receive a viable education.

16 23. Pursuant to Education Code Section 48200, each person between the ages of 6 and
17 18 years not exempted is subject to compulsory full-time education. Pursuant to Education Code
18 Section 48222, children who are being instructed in a private full-time day school by persons
19 capable of teaching shall be exempted.

20 24. In order for the exemption provided by Section 48222 to apply, the school must,
21 *inter alia*, offer instruction in the several branches of study required to be taught in the public
22 schools of the state and keep attendance of pupils in a register that indicates clearly every absence
23 of a pupil from school for a half day or more during each day that school is maintained during the
24 year.

25 25. Education Code Section 49100 *et. seq.* prohibit minors from working without a work
26 permit except under conditions not applicable here. Education Code Sections 49110, 49112, 49113,
27 and 49116 and Labor Code Section 1391 describe the maximum hours that minors may be
28 permitted to work.

1 26. Labor Code Section 1392 provides that “every person who has a minor under his or
2 her control, as a ward or an apprentice, and who, except in household occupations, requires the
3 minor to work more than eight hours in any one day, is guilty of a misdemeanor.”

4 27. From the time he joined the Sea Org until he left the Church in September 2010,
5 Daniel was required to work 40 or more hours per week, often working in excess of 100 hours per
6 week, at a pay rate ranging from \$35.00 to \$50.00 per week. Daniel is pursuing his wage and hours
7 claims for this work before the DLSE.

8 28. After he joined the Sea Org, Daniel’s school attendance was generally not enforced.
9 Rather, Daniel was permitted to attend school for approximately one day a week, if his work
10 schedule permitted and if he chose to do so rather than having precious “free” (i.e., not working)
11 time. To the extent that Daniel’s teachers attempted to enforce school attendance requirements,
12 they were generally overruled by Daniel’s Sea Org superiors.

13 29. On several occasions when Daniel was less than sixteen years old, Daniel was
14 threatened with being kicked out of the Sea Org. Because his parents were members of the Sea Org
15 and because Daniel had no social network or experience outside of the Sea Org, Daniel asked to
16 remain in the Sea Org.

17 30. Daniel’s parents, Luis and Veronica, were aware that Daniel was only permitted to
18 attend school for approximately one day a week, if he chose to, while he was in the care, custody
19 and control of the Sea Org, CSI, and/or Canyon Oaks.

20 31. In May 2006, Daniel moved to Los Angeles from Clearwater, Florida. From May
21 2006 through September 2010, Daniel lived in communal barracks-style housing at the Scientology
22 Center on Sunset Boulevard in Hollywood under the full-time supervision of the Sea Org and its
23 agents.

24 32. Shortly after arriving in Los Angeles, Daniel was ordered by his Sea Org superior to
25 do construction work for one of its agents and alter-egos, the Pacific Estates Project Force (“EPF”),
26 a unit of the Continental Liaison Office West U.S. (“CLO WUS”). In this job, Daniel, then fifteen
27 years old, operated scissor lifts and other heavy equipment, and at times was required to work
28 continuously for days without sleep. During this time he was paid \$25.00 per week.

1 33. On information and belief, Daniel did not have a work permit while employed at
2 CLO-WUS, and a work permit was required for such work to be legally performed.

3 34. On information and belief, the Sea Org obtains financial benefit from the operations
4 of CLO-WUS.

5 35. Later in 2006, Daniel's Sea Org superior ordered him to work at the American Saint
6 Hill Organization ("ASHO"), another agent and alter ego of the Sea Org. While working at ASHO,
7 Daniel was permitted, but not required, to attend school at Canyon Oaks for approximately seven
8 hours per week. He was frequently required to work more than 40 hours per week at ASHO, but
9 was paid only \$35.00 per week regardless of how many hours he worked.

10 36. On information and belief, Daniel did not have a work permit while employed at
11 ASHO, and a work permit was required for such work to be legally performed.

12 37. On information and belief, the Sea Org obtains financial benefit from the operations
13 of ASHO.

14 38. In fall of 2007, Daniel's Sea Org superior assigned Daniel and other ASHO
15 personnel to work at Bridge Publications, Inc., the publisher of the "non-fiction" works of L. Ron
16 Hubbard, in City of Commerce, CA. Daniel and his team were transported to the Bridge production
17 facility in CSI vans, accompanied by CSI security personnel, and were required to work repeated
18 back-to-back twelve hour days. To perform his duties at Bridge, Daniel was required to ride fork
19 lifts and operate other restricted equipment including a "notching" machine with a guillotine blade
20 and a Wholenberg City-e 6000 soft-cover binding machine, which he did without adult supervision.

21 39. On information and belief, Daniel did not have a work permit while employed at
22 Bridge, and a work permit was required for such work to be legally performed.

23 40. On information and belief, the Sea Org obtains financial benefit from the operations
24 of Bridge.

25 41. While Daniel was working at Bridge, his Sea Org superior ordered him to work in
26 the manufacturing division, over his objection. Specifically, Daniel was required to operate a
27 "notching" machine which cut index notches into the sides of books. On Sunday, January 20, 2008
28 at about 7:00 p.m., Daniel tried to clear a paper jam in the machine and accidentally pushed the foot

1 pedal, which brought the blade down, cutting off his right index finger between the top and middle
2 knuckle.

3 42. Following the accident, about which his parents were informed, an agent of the Sea
4 Org drove Daniel to a medical clinic and subsequently to the Children's Hospital Los Angeles (no
5 ambulance was called). The Sea Org agent instructed Daniel to tell the Doctor he was working as a
6 volunteer at a publishing facility and specifically told him not to mention his connection to the
7 Church of Scientology.

8 43. Two days after the amputation of his finger, Daniel was ordered to report back to
9 work by his Sea Org Officer. Daniel did not receive any information regarding Worker's
10 Compensation, and to the best of his knowledge no accident report was filed. Daniel was not given
11 any compensation for the loss of his finger and, on information and belief, Bridge never paid the
12 hospital bills.

13 44. Following Daniel's accident at Bridge, Daniel's Sea Org superiors briefly ordered
14 Daniel and other minors working at Bridge to attend school full time. Because Daniel was still on
15 pain medication in connection with his lost finger, he was unable to keep up in class. Faced with
16 the choice of being demoted in the Sea Org (which would permit him to attend school part time) or
17 staying at Bridge and continuing in school, Daniel returned to work at Bridge. Once he had done so,
18 however, his Sea Org superior ordered him not to attend school on most of his assigned school days.

19 45. In February 2008, when Daniel was not quite 17 years old, he was posted to a sales
20 administrator position at Bridge, in which he remained until September, 2010. He was permitted to
21 attend school only a few times per week and for no more than a few hours. The majority of his time
22 was spent working at Bridge, often for as many as 100 hours per week. He frequently worked every
23 day of the week.

24 46. Daniel and other employees at Bridge were required to meet specific performance
25 goals, and were not permitted to leave the gated facility until the goals had been met. If
26 performance lagged, Daniel's Sea Org superior ordered Daniel and other workers to do push-ups or
27 to run laps around the building while wearing jackets and ties in the Los Angeles summer, or to
28 clean cafeteria grease traps.

1 47. For approximately a two-month period in 2009, Daniel and his team were required to
2 work past midnight daily, then awakened at 6:00 a.m. and ordered to do push ups, dig ditches, and
3 do close-order-drilling and call-and-response routines for hours before work. Sometimes Daniel and
4 his team would work essentially around the clock for days or weeks at a time, being permitted only
5 a few hours to sleep.

6 48. On September 24, 2010, Daniel decided to leave the Church. He took with him only
7 a single satchel full of possessions, including certain information stored on five hard drives that
8 Daniel reasonably believed necessary to protect himself from retribution by the Church and to
9 support his claims against the Church. Daniel's conduct was protected by the self-defense
10 privilege. The hard drives were returned to Bridge shortly after Daniel's departure.

11 49. During his years in the Church, Daniel received very limited training in formal
12 Church doctrine, and never served as a counselor, minister, or auditor.

13 50. During his years in the Church, Daniel did not receive regular medical check-ups,
14 dental check-ups or dental cleanings, and did not receive appropriate treatment for a serious back
15 condition.

16 51. At the time he left the Church, Daniel lacked basic knowledge such as how the
17 United States government is structured (*e.g.*, executive, legislative and judicial branches); that most
18 children advance through school in grades (*e.g.*, first grade, second grade, third grade); and how
19 credit cards work, among other things.

20 52. On September 25, 2010, Daniel traveled to Tampa, Florida.

21 53. On October 5, 2010, Daniel called CSI, trying to contact his mother. The
22 receptionist ultimately put him through to Defendant Moxon. Moxon instructed Daniel that he
23 would be his only "terminal," meaning that Daniel could speak to Sea Org members only through
24 him.

25 54. Moxon asked Daniel to return to Los Angeles to address allegations against him
26 involving the hard drives he took with him when leaving the Church. Moxon promised Daniel that
27 if he returned to Los Angeles, he would be provided with a hotel room and supported by CSI and/or
28 the Sea Org, and that they would "work it all out" or words to that effect.

1 55. Moxon told Daniel that Moxon was recording the phone calls in which Moxon made
2 the representations referred to herein.

3 56. Daniel's grandmother and aunt were planning to accompany him back to Los
4 Angeles to look out for his interests. CSI instructed them not to come and assured them that Daniel
5 would be taken care of.

6 57. In reliance on Moxon and CSI's promises, Daniel returned to Los Angeles. An agent
7 from CSI's Office of Special Affairs ("OSA") met him at the airport and took him to an attorney's
8 office in Century City, where he was questioned by Church attorneys regarding the hard drives.
9 The OSA agent then took him to the Sheriff station in East Los Angeles.

10 58. After talking with Daniel about his case, the Sheriff's deputy asked Daniel where he
11 would be staying in Los Angeles. Daniel asked the OSA agent for the name of his hotel,
12 whereupon the OSA agent told him he was "on his own." Because Daniel could not provide a local
13 address, he was arrested and, based on the accusations and complaints of Bridge and the Church,
14 charged with felony grand theft in connection with the five hard drives (which were in fact valued at
15 far less than the minimum required to support a charge of felony grand theft).

16
17 **FIRST CAUSE OF ACTION**

18 **(Breach of Fiduciary Duty)**

19 **(Against Luis Montalvo and Veronica Barriga Montalvo Biggs)**

20 59. Plaintiff incorporates by reference the allegations in paragraphs 1-58 as though fully
21 set forth herein.

22 60. As the parents and legal guardians of a minor child, Luis and Veronica stood in a
23 confidential relationship to Daniel and owed him the highest duty of care.

24 61. Luis and Veronica's duties to Daniel included, *inter alia*, the duty to comply with
25 laws enacted for the benefit of Daniel and others similarly situated; the duty to protect from the
26 foreseeable intentional and negligent acts of others; the duty to supervise, the duty to educate, and
27 the duty to act in Daniel's best interests.

28 62. Luis and Veronica abdicated and breached their duties to Daniel by surrendering
physical custody of him to the Sea Org and its agents. Luis and Veronica knew, or reasonably

1 should have known, that the Sea Org was likely to violate child labor laws, minimum wage laws,
2 and other laws enacted for the protection of Daniel and others similarly situated, because allegations
3 of such abuse received wide publicity as early as 1991, in media including the *St. Petersburg Times*.

4 63. Throughout Daniel's membership in the Sea Org as a minor child, Luis and Veronica
5 knew, or reasonably should have known, that Daniel was being required to work in violation of
6 applicable federal and state child labor laws, minimum wages laws, and occupational health and
7 safety laws.

8 64. Throughout Daniel's membership in the Sea Org as a minor child, Luis and Veronica
9 knew, or reasonably should have known, that Daniel was being required to work in violation of
10 compulsory education laws, was being denied an adequate education, and was not attending school.

11 65. As a direct and proximate result of the breaches of fiduciary duty by Luis and
12 Veronica as described herein, Daniel has suffered damages in an amount to be determined at trial,
13 but in any event in excess of the jurisdictional minimum of this Court.

14
15 **SECOND CAUSE OF ACTION**
16 **(Breach of Fiduciary Duty)**

17 **(Against the Sea Organization and Church of Scientology International)**

18 66. Plaintiff incorporates by reference the allegations in paragraphs 1-65 as though fully
19 set forth herein.

20 67. From approximately 1996 through March 5, 2009, Sea Org and CSI had, and
21 voluntarily assumed, physical custody, supervision, care and control of Daniel. Indeed, the Sea Org
22 instructed Luis and Veronica to surrender physical custody of Daniel to the Sea Org and its agents.
23 As the voluntary full-time custodians of a minor child apart from his parents, the Sea Org and its
24 agents including CSI stood in a confidential and fiduciary relationship to Daniel and owed him the
25 highest duty of care, including the duty to act in his best interests and the duty to protect him from
26 the foreseeable intentional acts and negligence of others. The Sea Org and CSI, and each of them,
27 had the ability to control the conduct of each of the other Defendants and third parties agents named
28 herein, and knew or should have known of the necessity and opportunity to exercise such control.

- 1 68. The Sea Org and CSI, and each of them, breached their fiduciary duties to Daniel by
 2 the conduct described herein, including without limitation:
- 3 a. Educational neglect, consisting of the failure to require or permit Daniel to attend
 - 4 full-time day school between ages of approximately 11 and 18;
 - 5 b. Medical neglect, consisting of the failure to provide appropriate medical and
 - 6 dental care;
 - 7 c. Neglect and severe neglect as defined by California Penal Code Section 11165.2
 - 8 by requiring or permitting Daniel to work in excess of the hours permitted by
 - 9 law, and by requiring or permitting Daniel to operate prohibited machinery,
 - 10 thereby endangering Daniel’s health and welfare;
 - 11 d. Endangering the welfare of a child by willfully permitting Daniel to be placed in
 - 12 a situation in which his person or health is endangered in violation of California
 - 13 Penal Code Section 11165.3;
 - 14 e. Otherwise exploiting and neglecting Daniel and failing to act reasonably to
 - 15 protect Daniel’s interests.

16 69. As a direct , proximate and foreseeable result of the breaches of fiduciary duty by the
 17 Sea Org and CSI described herein, Daniel has suffered damages in an amount to be determined at
 18 trial, but in any event in excess of the jurisdictional minimum of this Court.

THIRD CAUSE OF ACTION
(Negligence)
(Against Luis Montalvo, and Veronica Barriga Montalvo Biggs)

22 70. Plaintiff incorporates by reference the allegations in paragraphs 1-69 as though fully
 23 set forth herein.

24 71. As an alternative to the First Cause of Action, in the event that Luis and Veronica are
 25 determined not to have owed a fiduciary duty to Daniel, Daniel alleges that Luis and Veronica owed
 26 a duty of care to Daniel and breached that duty by the conduct alleged herein.

27 72. As a direct, proximate and foreseeable result of the negligence of Luis and Veronica
 28 as alleged herein, Daniel has suffered damage in an amount to be determined at trial.

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DYKEMA GOSSETT LLP
333 SOUTH GRAND AVENUE
SUITE 2100
LOS ANGELES, CALIFORNIA 90071

FOURTH CAUSE OF ACTION
(Negligence)

(Against the Sea Organization and Church of Scientology International)

73. Plaintiff incorporates by reference the allegations in paragraphs 1-72 as though fully set forth herein.

74. As an alternative to the Second Cause of Action, in the event that the Sea Org and/or CSI are determined not to have owed a fiduciary duty to Daniel, Daniel alleges that the Sea Org and CSI each owed a duty of care to Daniel and each breached that duty by the conduct alleged herein.

75. As a direct, proximate and foreseeable result of the negligence of the Sea Org and CSI and each of them, as alleged herein, Daniel has suffered damage in an amount to be determined at trial.

FIFTH CAUSE OF ACTION
(Negligence)

(Against Jesse Reiss, Shannon Barnes and Does 1-50)

76. Plaintiff incorporates by reference the allegations in paragraphs 1-75 as though fully set forth herein.

77. Defendants Reiss, Barnes and Does 1-50 are mandated reporters pursuant to Penal Code Section 11165.7, and as mandated reporters owed Daniel a duty of care. California Penal Code 11166 provides in pertinent part, "except as provided in subdivision (d) [pertaining to information priest/penitent communications], and in Section 11166.05 [pertaining to behavior indicative of serious emotional damage], a mandated reporter *shall make a report* to an agency specified in Section 11165.9 whenever the mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect." (emphasis added).

78. Daniel was suffering abuse and neglect, and Defendants Reiss, Barnes and Does 1-50 knew, or reasonably should have suspected and/or known, that Daniel was suffering abuse or neglect. In particular, Defendants Reiss and Barnes knew, or reasonably should have known, that

1 Daniel was not attending school as required by law, was being ordered to work hours far in excess
2 of those permitted by law, was being deprived of sleep and subjected to hours of hard physical labor
3 as punishment, and was being made or permitted to work on dangerous machinery, including the
4 notching machine upon which he severed his finger.

5 79. On information and belief, Defendants Reiss, Barnes and Does 1-50 failed to report
6 Daniel's abuse or neglect, thereby breaching their duty to him.

7 80. As a proximate result of the breaches of Reiss, Barnes and Does 1-50 as described
8 herein, Daniel has been damaged in an amount to be determined at trial.

9
10 **SIXTH CAUSE OF ACTION**

11 **(Negligence)**

12 **(Against Church of Scientology Western United States, Inc.)**

13 81. Plaintiff incorporates by reference the allegations in paragraphs 1-80 as though fully
14 set forth herein.

15 82. Canyon Oaks purports to be a private religious school offering education in grades 6-
16 12. As Daniel's school, Canyon Oaks stood in a special relationship to Daniel.

17 83. Pursuant to Education Code Section 48222, Canyon Oaks is required to offer
18 instruction in the several branches of study required to be taught in the public schools of the state
19 and to keep attendance of pupils in a register that indicates clearly every absence of a pupil from
20 school for a half day or more during each day that school is maintained during the year.

21 84. On information and belief, Canyon Oaks did not comply with Section 48222 or
22 maintained false records.

23 85. On information and belief, the education purportedly provided by Canyon Oaks does
24 not meet any reasonable or applicable minimum standard of education.

25 86. Education Code Section 33190 requires the annual filing by the owner or other head
26 of a private school of an affidavit or statement of prescribed information with the Superintendent of
27 Public Instruction. The required affidavit must attest, among other things, that the school maintains
28 the attendance records required by Section 48222.

1 87. On information and belief, Canyon Oaks has filed false or incomplete affidavits with
2 the Superintendent of Public Instruction.

3 88. Canyon Oaks owed a duty of care to Daniel including a duty of adequate supervision
4 and a duty to comply with the mandates of the California Education Code.

5 89. By the conduct described herein, Canyon Oaks breached its duty to Daniel.

6 90. As a direct, proximate and foreseeable result of Canyon Oaks' breach, Daniel has
7 been damaged in an amount to be determined at trial.

8
9 **SEVENTH CAUSE OF ACTION**
10 **(False Imprisonment)**
11 **(Against Moxon)**

12 91. Plaintiff incorporates the allegations set forth in paragraphs 1 through 90 above as
13 though fully set forth herein.

14 92. On October 5, 2010, Moxon induced Daniel to leave his temporary residence in
15 Florida and travel to Los Angeles with the promise of a hotel room and support when he arrived.

16 93. In reasonable reliance on Moxon's promise, Daniel traveled to the airport, boarded
17 an airplane and traveled to Los Angeles, where he was taken to Century City and later to East Los
18 Angeles. But for Moxon's promise of lodging and support, Daniel would not have left his
19 temporary residence in Florida.

20 94. Before, during and after the flight to Los Angeles, Daniel was confined for an
21 appreciable length of time.

22 95. Daniel's consent to leave his temporary residence, travel to the airport, board an
23 airplane, and enter a car that was, on information and belief, sent by Moxon was obtained by false
24 and fraudulent representations by Moxon.

25 96. Moxon's promise was intended to, and did, cause Daniel to act in reliance upon it.

26 97. Moxon's promise was false. Moxon did not provide lodging and support, and on
27 information and belief never intended to provide lodging and support.

28 98. Instead, upon Daniel's arrival in Los Angeles, Moxon caused, or permitted to cause,
Daniel to be arrested on charges brought by Bridge.

1 99. Moxon's conduct as described herein constitutes false imprisonment, by which
2 Daniel has been damaged in an amount to be determined at trial but in excess of the jurisdictional
3 minimum of this Court.

4 100. On information and belief, in committing the acts complained of herein, Moxon was
5 acting as the agent of the Sea Org and/or of CSI.

6 101. The aforementioned acts of Moxon were willful, malicious, and oppressive and
7 justify the awarding of exemplary and punitive damages in an amount sufficient to make an
8 example of Moxon and to deter Moxon and others from similar conduct in the future.

9
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for judgment as follows:

- 12 1. For compensatory damages in an amount to be proven at time of trial;
- 13 2. For punitive damages against Moxon in an amount to be determined at trial;
- 14 3. For prejudgment interest on all compensatory damages according to the legal rate;
- 15 4. For Plaintiff's attorneys' fees;
- 16 5. For Plaintiff's costs incurred; and
- 17 6. For any other and further relief as the court may deem proper.

18
19 Dated: March 4, 2011

DYKEMA GOSSETT LLP

20
21 By: 

S. Christopher Winter
Attorneys for Plaintiff
DANIEL MONTALVO

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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues so triable.

Dated: March 4, 2011

DYKEMA GOSSETT LLP

By: 

S. Christopher Winter
Attorneys for Plaintiff
DANIEL MONTALVO

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DYKEMA GOSSETT LLP
333 SOUTH GRAND AVENUE
SUITE 2100
LOS ANGELES, CALIFORNIA 90071