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**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

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U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

KENNAN G. DANDAR,
and DANDAR & DANDAR, P.A.,

Plaintiffs,

v.

Case No:

8:12-CV-2477-T-33E AJ

CHURCH OF SCIENTOLOGY
FLAG SERVICE ORGANIZATION,
INC., F. WALLACE "WALLY" POPE,
JR., ROBERT V. POTTER, JR., and
JOHNSON POPE BOKOR RUPPEL &
BURNS L.L.P.,

Defendants.

**VERIFIED COMPLAINT FOR EMERGENCY PRELIMINARY AND PERMANENT
INJUNCTIVE RELIEF, DECLARATORY JUDGMENT, DAMAGES, AND
DEMAND FOR JURY TRIAL**

Plaintiffs, KENNAN G. DANDAR and DANDAR & DANDAR, P.A., sue Defendants,
CHURCH OF SCIENTOLOGY FLAG SERVICE ORGANIZATION, INC., F. WALLACE
"WALLY" POPE, JR., ROBERT V. POTTER, JR., and JOHNSON, POPE, BOKOR,
RUPPEL, & BURNS, L.L.P., and allege:

INTRODUCTION

This is an action for emergency preliminary injunction, permanent injunction,
declaratory judgment, and damages under the Constitution and laws of the United States
pursuant to 42 U.S.C. § 1983, as amended, alleging that the Defendants, acting under
color of state law, violated and are seeking to violate the Plaintiffs fundamental rights

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secured by the First, Fifth, Sixth, and Fourteenth Amendments to the United States Constitution to be free from state action procured by Defendants to deprive Plaintiffs of their property interests, free speech interests, and denial of substantive and procedural due process. In particular, Plaintiffs seek damages, but first, preliminary injunctive relief to prohibit the Defendants from going forward on **November 26, 2012** at a secret, closed to the public hearing in Clearwater, Florida to obtain a money judgment in excess of one million dollars which will destroy the Plaintiffs, interrupt their representation of their clients, and cause utter financial ruin, as a result of Plaintiffs obeying a court order issued by the Middle District of Florida, in *Estate of Kyle Brennan v. Church of Scientology Flag Service Organization, Inc.*, Case #8:09-cv-00264-SDM-EAJ. Defendants seek to punish the Plaintiffs for filing a federal case in the Middle District without prior state court notice or order that such filing was prohibited, based on a settlement agreement not signed by Plaintiffs as parties; when such prohibition is violative of Florida public policy on lawyer practice restrictions; involuntary practice restrictions violate the Plaintiffs' liberty and property interests, free speech interest, and procedural and substantive due process of law under the U.S. Constitution.

JURISDICTION AND VENUE

1. This Court has federal question jurisdiction pursuant to 28 U.S.C. §1331; §1343; and 42 U.S.C.A. §1981, et seq.
2. Venue is proper in this court because Plaintiff's office is in Hillsborough County, Florida, Defendants' offices are in Pinellas County, Florida, and Plaintiff's claims arose out of conduct occurring in Pinellas and Hillsborough County, Florida.

THE PARTIES

3. At all times material herein, Plaintiff KENNAN G. DANDAR, is a resident of Pinellas County, Florida, and a member in good standing with the Florida Bar, practicing law through his Florida law firm, Plaintiff, DANDAR & DANDAR, P.A., located in Tampa, Florida.

4. Defendant, CHURCH OF SCIENTOLOGY FLAG SERVICE ORGANIZATION, INC.; ("SCIENTOLOGY"), is a Florida corporation doing business in Pinellas County, Florida.

5. Defendants, F. WALLACE "WALLY" POPE, JR. and ROBERT V. POTTER, JR., are members of the Florida Bar; and partners and agents of Defendant, JOHNSON, POPE BOKOR, RUPPEL & BURNS, L.L.P., located in Clearwater, Pinellas County, Florida.

6. At all times material herein, Defendants, POPE and POTTER, through their law firm, Defendant, JOHNSON POPE, were and continue to be the attorneys for Defendant, SCIENTOLOGY.

UNDERLYING FACTS

7. In 1997, Plaintiff Kennan G. Dandar, Esq. ("Dandar"), on behalf of the personal representative of the Estate of Lisa McPherson, brought a wrongful death action against the Defendant, Church of Scientology Flag Service Organization, Inc. ("Scientology") in the Florida Thirteenth Judicial Circuit Court in and for Hillsborough County ("the McPherson action"), which was subsequently transferred to Pinellas County. While the *McPherson* action was pending, Scientology filed other lawsuits against the McPherson Estate in other courts, one of which named as a party defendant the McPherson Estate's own attorney, Dandar, alleging Dandar and the Personal

Representative tortiously interfered with themselves, an unrecognized cause of action, in having the Estate of Lisa McPherson test the legal sufficiency of an in-court stipulation not to add additional Scientology parties in the civil wrongful death case of Lisa McPherson, namely, adding on the singular head of all of Scientology, David Miscavige. In that collateral action, Scientology sought several millions of dollars in punitive damages against Dandar. After a two week jury trial, Dandar prevailed.

8. In the Summer of 2003 and well into early Fall, Defendants filed over 15 motions to disqualify Dandar and dismiss the McPherson case. All were denied. However, the state judge in *McPherson*, the Honorable Susan Schaeffer, was forced to recuse herself due to her finding of suborning of perjury by Scientology. Finally, after 7^{1/2} years of litigation and world-wide press coverage, the *McPherson* case was court ordered for the fifth time to mediation by the new presiding Senior Judge, Robert Beach, but Dandar had been previously removed as lead counsel for the Estate by order of Judge Beach at the demand of Pope on behalf of his client, Scientology, saying to the court that the *McPherson* case would never settle as long as Dandar remained the estate's counsel. The Personal Representative of the Estate of Lisa McPherson, Dell Liebreich, appeared for the last mediation on May 26, 2004, and insisted that the Estate's attorney, Dandar, be present. Dandar appeared without court order.

9. At the McPherson case mediation, Scientology, through Pope, insisted on a "global settlement" encompassing not only the court ordered mediation for the McPherson case, but also the myriad of cases brought by Scientology and related entities against Dandar or the estate. Because Dandar had been named as a party defendant in one of the prior lawsuits brought by Scientology against the McPherson Estate, Dandar, his law

partner Thomas J. Dandar and their law firm, the plaintiff herein Dandar & Dandar, P.A. (“the Dandar Law Firm”), were also included as one of “the McPherson Parties” in the global Confidential Settlement Agreement, CSA. Sensing Scientology’s and Pope’s aim to create a conflict of interest between Dandar and his client, the McPherson Estate, Dandar agreed to a global settlement, releasing any claim he had against Scientology at that time for no remuneration, so that the Estate of Lisa McPherson could go forward with a settlement, because Judge Beach had already informed everyone that the case would never have a trial.

10. At that settlement conference, Scientology, through Pope, also insisted that Dandar sign a “practice restriction,” where he would agree never to sue Scientology again in direct violation of the Rules Regulating the Florida Bar. Dandar refused. Pope then presented an alternative clause which he called a “disengagement clause,” where Dandar would never participate in any adversary proceeding against Scientology. Dandar again refused to sign. Then the signature line of the settlement agreement was worded by Pope so that Dandar did not sign in his individual name, where the signature by a party is a requirement under Florida law to bind a party, but only signed as “counsel” in the identical manner as the Estate’s lead counsel signed and in the same manner as Pope signed. A Scientology officer signed for the Scientology entities and Dell Liebreich signed for the Estate. No signature of Dandar, corporately or individually, appears on the settlement agreement, but only as counsel.

11. Even though the court-ordered McPherson mediation was changed by Defendants, Pope and Scientology, to a global settlement conference, which was not court-ordered, the settlement agreement resulted in settlement proceeds being paid by

Scientology to Dandar's trust account only for the benefit of the Estate of Lisa McPherson for McPherson's injuries and death. Dandar's law firm received its fee from these settlement proceeds and Dandar personally received *no* consideration for his participation in this settlement conference and CSA.

12. Thereafter, the McPherson case and a multitude of other cases brought by Scientology were all dismissed with prejudice by signature of counsel only. Critically, the McPherson case dismissal of June 8, 2004, was entered *without* a court order reserving to the Circuit Court for Pinellas County any jurisdiction to enforce this CSA or any continuing subject matter jurisdiction over this dismissed controversy.

13. The global "Confidential Settlement Agreement, CSA, contains a "disengagement clause" which provides in pertinent part that

[t]he McPherson Parties agree to full, permanent disengagement from the Scientology Parties, including no further anti-Scientology activity, and no involvement in any adversarial proceedings of any description against the Scientology Parties under any circumstances at any time. The Scientology Parties agree to full, permanent disengagement from the McPherson Parties, including no further anti-McPherson party activity, and no involvement in any adversarial proceedings of any description against the McPherson Parties under any circumstances at any time. For purposes of this paragraph, "Scientology" shall include the Scientology Parties and any Scientology related entities.

14. Reinforcing the fact that Dandar never signed the CSA in his personal or individual capacity, underneath Dandar's signature, the CSA provides the following:

Kennan G. Dandar, Esq., **counsel** for Dell Liebreich, both individually and a personal representative for the Estate of Lisa McPherson, and authorized signatory on behalf of the Estate of Fannie McPherson, the Estate of Ann Carlson, Kennan G. Dandar, Thomas J. Dandar, Dandar & Dandar, P.A., Lee Skelton and Sam Darden Davis.

(Emphasis supplied).

15. Following the execution of the CSA and releases, Scientology and the Estate of Lisa McPherson executed voluntary dismissal with prejudice of every case or satisfactions of judgment, where no court reserved jurisdiction, particularly in the McPherson case. However, in violation of the disengagement clause in the CSA, Scientology failed or refused to timely dismiss, and/or request no further action in a federal case brought by one of the Scientology parties in federal court for the Eastern District of Texas, which it ultimately lost following a week long jury trial due to lack of jurisdiction. However, the Scientology Parties' entity in the CSA, RTC, was able to convince the appellate court that the McPherson Estate had argued too many times in the district court the lack of jurisdiction, so the Fifth Circuit court awarded partial sanctions against Dandar, plus some court costs, approximately 8% of what RTC claimed, which Scientology advanced to a court order *following* the execution of the CSA, in violation of the CSA.

16. On February 13, 2009, almost five years after the *McPherson* case had been settled and dismissed with prejudice, and with no reservation of continuing jurisdiction by the Florida courts to enforce this CSA or any continuing subject matter jurisdiction over this

dismissed controversy, and with no court order imposing a practice restriction, Dandar brought a wrongful death action on behalf of the Estate of Kyle Thomas Brennan (“the Brennan Estate”) against Scientology in the federal district court for the Middle District of Florida, Tampa Division. Positing federal jurisdiction on diversity of citizenship, the complaint alleged that on February 6, 2007, 27-year-old Kyle Brennan, while in a state of emotional turmoil, arrived in Clearwater, Florida, to visit his father; a Scientologist, and that as a result of orders from Scientology, his father had taken Kyle’s Lexapro from him and locked it in the father’s car trunk. Then, a day later, on February 16, 2007, while at his father’s apartment in Clearwater in a complex occupied by Scientologists, Kyle Brennan died from a gun shot to the head.

17. The Brennan Estate’s complaint further alleged that Scientology caused Kyle’s death by (1) negligently and recklessly depriving him, or causing his father to deprive him, of Lexapro, a psychotropic medication prescribed for him by his treating psychiatrist; and (2) by negligently and recklessly leaving in the apartment Kyle occupied a .357 caliber handgun, the weapon with which he was killed.

18. Instead of moving in federal court to disqualify Dandar based upon their reading of the 2004 CSA, and permitting the federal district judge to decide whether Dandar’s participation in the *Brennan* suit violated its provisions, Scientology, through Pope and Potter, sought out Judge Beach to enforce the disengagement provision of the CSA to impose a restriction upon Dandar from participating as an attorney against Scientology i.e., a practice restriction. Dandar argued that the settlement agreement does not prohibit his representation of the Brennan Estate and that, if it did, it would be unenforceable for violating public policy as well as the Rules Regulating the Florida Bar, Florida Bar Rule 4-

5.6(b) ("A lawyer shall not participate...in making...an agreement in which a restriction on the lawyer's right to practice is part of the settlement of a client controversy.").

19. Judge Beach once again obliged the Defendants and held that he had jurisdiction over the parties and the subject matter, which he obviously did not under Florida law, that the settlement agreement prohibited Dandar's representation of the Brennan Estate in federal court, and that this prohibition was enforceable, regardless of the Rules Regulating the Florida Bar. On June 10, 2009, Judge Beach ordered Dandar to cease his representation of all parties against Scientology other than the plaintiff in the now dismissed McPherson action. Dandar appealed this order to Florida's Second District Court of Appeal, arguing that the settlement agreement is unenforceable under *Chandris v. Yanakakis*, 668 S.2d 180, 184-186 (Fla. 1995), because it violates the Rules Regulating the Florida Bar, is contrary to an Florida Bar published Ethics opinion, No. 04-2, January 21, 2005, and decisions, both state and Florida federal.

20. In November 2009, the Court of Appeal affirmed Judge Beach's order without an opinion. *Dandar v. Church of Scientology*, 25 So. 3d 1233 (Fla. 2nd DCA 2009).

21. Prior to that affirmance, in August 2009, Dandar filed a list in excess of 230 trial lawyers he had contacted to take his place in the Brennan case in his attempt to comply with the illegal order of Judge Beach, before it was affirmed on appeal. Scientology, Pope and Potter, as well as Judge Beach, knew that Dandar could not simply walk away and abandon his client in federal court, pursuant not only to the Rules Regulating the Florida Bar, but also the Local Rules of the Middle District and Florida law. Those rules and state law require that an estate be represented by counsel, and withdrawal requires court approval.

22. On February 19, 2010, Judge Beach heard Scientology's motion to enforce his order of June 10, 2009, and Dandar's motion to void the settlement agreement due to the several breaches of the settlement agreement by Scientology as previously ruled by Judge Beach. In February 2010, Judge Beach denied Dandar's motion, and on April 12, 2010, at the behest of Scientology, Pope and Potter, Judge Beach found Dandar in civil contempt of his orders of June 10, 2009, and February 19, 2010. He ordered Dandar to pay Scientology damages in the amount of \$50,000, as demanded by Scientology, Pope and Potter; directed Dandar to file a motion to withdraw in the Brennan action in federal court; and ordered that if Dandar failed to withdraw from the federal action, a civil penalty of \$1,000 per day would accrue against him and the Dandar Law Firm.

23. Dandar immediately filed in the *Brennan* federal court case a motion entitled "Unopposed Involuntary Motion to Withdraw as Counsel for Plaintiff." Dandar labeled his motion "involuntary" because he was the Brennan Estate's preferred counsel, his client objected to the motion, and the motion was state court ordered.

24. On April 22, 2010, the federal district court in *Brennan* denied Dandar's motion to withdraw seeing no legal barrier to his continued representation of the Brennan Estate after the federal court reviewed the McPherson settlement agreement proffered by Defendants. On May 6, 2010, however, Judge Beach, as demanded by Defendants, directed Dandar to appear before him to show cause why he and the Dandar Law Firm should not be held in indirect criminal contempt of his prior orders of June 10, 2009, and April 12, 2010, citing Dandar's "involuntary" motion to withdraw in federal court as a willful violation of his prior orders, criticizing Dandar for telling too much information to the *Brennan* court. Scientology's proposed order for this criminal contempt against Dandar

and the Dandar Law Firm----a proposal which Judge Beach later adopted in part---- consisted of accumulated civil sanctions of \$130,000 plus 6% interest, the suspension of Dandar's license to practice law in Florida, and the award of Scientology's attorney's fees and costs.

25. On August 25, 2010, the Brennan Estate filed an emergency motion in federal court seeking a permanent injunction against Scientology and, if necessary, Judge Beach, to prohibit their interference with the federal court's orderly progression of the case. On August 30, 2010, Judge Merryday denied the emergency motion stating that "[t]he state court can neither command Dandar's withdrawal from this action nor otherwise interfere with the supervening federal jurisdiction;" and that "[c]omity commands the federal court not assuming that the state court will enter an unlawful order or interfere with the orderly administration of the federal court."

26. On August 31, 2010, however, Judge Beach, at the demand of Defendants, held a hearing in state court which resulted in further sanctions against Dandar for continuing to represent the Brennan Estate in federal court. On September 2, 2010, the Brennan Estate filed its second emergency motion in federal court for a permanent injunction against Judge Beach and the Defendants, including a request for sanctions against Scientology in seeking to impose further sanctions against Dandar for pursuing the federal action on behalf of the Brennan Estate. As the Brennan Estate alleged, Judge Beach had "issued a severe sanction which interferes with [its] counsel's ability to comply with this court's order [denying his motion to withdraw]" and which "is causing great, immediate and irreparable harm and infringement on Plaintiff's constitutional right in her choice of counsel."

27. In the federal *Brennan* case, Judge Merryday scheduled a hearing on this emergency motion for September 28, 2010, and Judge Beach scheduled a hearing in state court for October 1, 2010, to also entertain suspending Dandar's license to practice law in Florida, and enter a money judgment as demanded by Defendants. Although the state court judge had already decided to enter a judgment of criminal contempt against Dandar consistent with Defendant's proposed judgment, together with an accompanying money judgment of \$130,000 plus 6% interest, the parties, at the request of Judge Merryday, were successful in having Judge Beach delay entering this judgment until after September 28, 2010, when Judge Merryday would hear the Brennan Estate's emergency motion.

28. On September 28, 2010, the district judge issued an opinion and order granting the Brennan Estate's requested injunction. Citing the All Writs Act, 28 U.S.C. § 1651(a), as well as "the court's inherent power to preserve its jurisdiction," Judge Merryday permanently enjoined Judge Beach and Scientology from assessing any sanction against Dandar on account of his representation of the Brennan Estate in its federal action against Scientology.

29. District judge Merryday determined that by imposing criminal contempt sanctions upon the Brennan Estate's chosen attorney for pursuing his client's federal remedies in federal district court, Judge Beach "deprives the [federal] district court of the rightful opportunity to determine whether Dandar is disqualified to practice in the Middle District of Florida and to represent the Brennan Estate in this wrongful death action, to weigh the best interest of the Brennan Estate, and to manage the district court's docket." Because Judge Beach could not compel Dandar's withdrawal from representation in a federal district court nor supercede its jurisdiction, independence and discretion by levying

assessments on those who practice law before it, the district judge concluded that at least as a matter of comity, the state court judge “should not undertake, directly or indirectly, overtly or *through a surrogate*, to compel an act by another judge, especially in a different jurisdiction.” (emphasis supplied).

30. In an amended order of October 12, 2010, the district court reaffirmed its issuance of the permanent injunction against Scientology and Judge Beach. Pursuant to 28 U.S.C. § 1292(a)(1), Scientology appealed this interlocutory order granting the injunction, and on July 7, 2011, the Court of Appeals for the Eleventh Circuit reversed and vacated the district judge’s injunction. It determined that the injunction against the Florida court must have been entered pursuant to the second exception of the Anti-Injunction Act, 28 U.S.C. § 2283, i.e., that this exception is construed narrowly and that this case presented no circumstance coming within it.

31. As for Judge Merryday’s concern about managing his own docket free of the coercive orders of a state judge against an attorney appearing before him, the Federal District Court answered that the propriety of those orders were under review by the Florida appellate courts and the “district court conviction that a state proceeding has reached or is reaching an erroneous result does not alone warrant an injunction against those proceedings.”

32. On September 6, 2011, the state Court of Appeals denied Dandar’s timely filed petitions for rehearing and for rehearing *en banc*. On October 3, 2011, Judge Merryday vacated the denial of Dandar’s motion to withdraw and granted withdrawal *nunc pro tunc* to April 12, 2010. Dandar brought a petition for certiorari to the United States Supreme Court seeking review of the decision of the Court of Appeals for the Eleventh

Circuit, but it was denied on February 21, 2012. *Victoria L. Britton, as Administrator of the Estate of Kyle T. Brennan v. Church of Scientology Flag Service Organization, Inc.*, U.S. Supreme Court Docket No. 11-722.

33. Dandar also appealed to the Florida appellate courts Judge Beach's order of April 12, 2010, imposing contempt sanctions against him. He argued that the Circuit Court for Pinellas County lacked subject matter jurisdiction over the CSA to enforce its provisions; that the agreement cannot be construed as a practice restriction since that would be void as violative of the Rules Regulating the Florida Bar; that only the Supreme Court of Florida can place restrictions on a lawyer's practice of law; and that Dandar cannot be held in contempt of an order to withdraw from the federal case where the federal district court judge denied his motion to do just that, and therefore rendered him unable to purge any perceived contempt.

34. On February 11, 2011, Florida's Second District Court of Appeal "[r]everse[d] the circuit court's order to the extent that it awarded \$50,000 in damages against Dandar and in favor of [Scientology]," due to Scientology, Pope, and Potter admitting that the settlement agreement in McPherson did not authorize such a sanction, contrary to their position they had taken since 2005, but "affirm[ed] the circuit court's order in all other respects." *Dandar v. Church of Scientology*, 59 So.3d 144, 145 (Fla. 2nd DCA 2011). It further ruled that Dandar was "procedurally barred" from raising this issue of the lower court's lack of subject matter jurisdiction. *Id.* On May 4, 2011, the Florida Court of Appeal for the Second District denied Dandar's motion for rehearing. *Id.*

35. On May 20, 2011, Dandar filed a petition for writ of prohibition with the Florida Supreme Court seeking an order "directing the Second District [Court of Appeal] to issue

an order recognizing that the circuit court was without jurisdiction to enter *any* order subsequent to the joint voluntary dismissal with prejudice filed on June 8, 2004, and [that it] exceeded its jurisdiction by imposing a practice restriction and orders of criminal contempt of court.” (emphasis supplied). The Florida Supreme Court transferred the petition to the Florida Court of Appeal for the Second District which denied it.

36. On October 10, 2011, Scientology through its attorneys, the Defendants, Pope and Potter, moved in the Circuit Court for Pinellas County for the award of attorney’s fees, damages and other relief incident to the contempt against Dandar and the Dandar Law Firm for breaching the settlement agreement in the McPherson Action. Specifically, Scientology sought the award of its attorney’s fees and costs for all services rendered in the Brennan Action in federal court; all appeals and petitions for review filed in higher courts relating to the rulings of Judge Merryday and concerning jurisdictional issues; and all state court proceedings brought by Scientology to enforce the McPherson settlement agreement up to the present hearings, all pursuant to Florida Rules of Civil Procedure, Rule 1.730(c), which authorizes attorney fees only against a party for breach of a court-ordered mediation, since the McPherson settlement agreement did not contain a prevailing party attorney fee clause.

37. Dandar opposed the motion and sought reconsideration or the dismissal of Scientology’s contempt action, and the imposition of sanctions including an award of attorney’s fees and costs because of the “dishonesty on the Court” by Scientology and its counsel as well as their attempt to impose an illegal practice restriction upon him.

38. By July 12, 2012, Judge Beach had recused himself from hearing any further matters concerning Dandar and another retired state judge, the Honorable Crockett

Farnell, assumed jurisdiction over the parties and this case and the entire file remained sealed. On that day, he ruled that because Dandar was found to have violated the terms of the McPherson settlement agreement, under Florida Rule of Civil Procedure 1.730(c), Scientology is entitled “to all reasonable fees and taxable costs incurred in this Court, the Second District Court of Appeal, and the Florida Supreme Court commencing after Dandar filed the complaint in the *Brennan* case on February 12, 2009, through these present proceedings.”

39. In addition, Judge Farnell concluded that Scientology is entitled to all reasonable fees and taxable costs “incurred in the Federal District court, the Eleventh Circuit Court, and the United States Supreme Court relating to the *Brennan* case, including litigation relating to Dandar’s involuntary motion to withdraw and the injunction issued by Judge Merryday, commencing on February 12, 2009, when the complaint was filed, until October 3, 2011, when Judge Merryday entered the order granting Dandar’s motion to withdraw from that case.”

40. However, in view of Judge Merryday’s order of October 3, 2011, which granted Dandar’s involuntary motion to withdraw *nunc pro tunc* to April 12, 2010, Judge Farnell recognized the finality of this federal order as it related back to April 12, 2010, on grounds of comity and ruled that neither Dandar nor the Dandar Law Firm would be liable for the \$1000 per-day civil penalty imposed by Judge Beach’s contempt order of April 12, 2010. However, Judge Farnell refused to give the same order comity in reference to Scientology’s claim for attorney fees in the state and federal courts. In a clarification dated August 10, 2012, Judge Farnell determined that Dandar’s breach of the CSA was done in bad faith and all federal court proceedings were done in bad faith, i.e., Dandar obeying the

orders and rules of Judge Merryday's orderly progression of the Brennan case, conducting discovery, following the local federal rules, and providing representation of his federal court client. A final hearing on the amount of attorney's fees and costs due Scientology under Judge Farnell's rulings is scheduled for November 26, 2012, where Defendants are seeking in excess of one million dollars in a closed-to-the-public-and-press courtroom in Clearwater, Florida. Dandar moved to unseal the court file and have a public hearing, but Defendants objected and Judge Farnell denied Dandar's request for a public hearing and yet to be ruled on request for a jury trial, in violation of Dandar' constitutional right to a public hearing

41. Reciting all of these events, Dandar and the Dandar Law Firm ("the Plaintiffs") have now brought this civil rights action under 42 U.S.C. § 1983, against the Defendants seeking damages, both compensatory and punitive, as well as declaratory and injunctive relief together with an award of attorney's fees and costs arising from the Defendants' resort to state court and the judicial machinery in the Circuit Court for Pinellas County as well as the Florida appellate courts in obtaining and then enforcing the contempt orders against the Plaintiffs in order to prevent them from participating in the Brennan Action to tortiously interfere with the client relationship between Dandar and the Brennan Estate and its Personal Representative, with the intent to force a dismissal of the Brennan case.

42. The Defendants acted under color of state law and their conduct amounted to state action when they knowingly invoked the processes of the Florida state courts while the Brennan Action was pending, for the specific reason to get the Brennan case dismissed and to make contumacious the Plaintiffs' representation of the Brennan Estate

in federal court.

43. That by invoking the state court to impose a practice restriction, particularly in a court lacking subject matter jurisdiction, and thereby prevent the Plaintiffs from representing the Brennan Estate in seeking redress for its injuries in federal court, the Defendants violated the Plaintiffs' rights under the First, Fifth, Sixth, and Fourteenth Amendments to the U.S. Constitution, such as liberty and property, free speech, the right to practice law and to represent a particular party, to procedural and substantive due process and to the equal protection of the laws. These serial violations by the Defendants resulted in the Plaintiffs' illegal and unconstitutional removal from the Brennan Action, one characterized by federal judge Merryday as "unethical and illegal," a determination which was never challenged on appeal in the federal forum by the Defendants and which is now final.

44. The state action prosecuted by the Defendants permanently enjoins the Plaintiffs from representing any party against Scientology anywhere and at any time in the future, in any jurisdiction, which affects interstate commerce, depriving the Plaintiffs of their past, present and future right to pursue a livelihood as an attorney to the detriment of Dandar's constitutional rights. The state action is pending and has not resulted in a final judgment, but is scheduled for final hearing on November 26, 2012, in the closed to the public courtroom.

45. The Defendants' enforcement of this presumed practice restriction through Florida's courts has operated to subject the Plaintiffs to unwarranted civil contempt proceedings which have, in turn, ripened into *criminal* contempt proceedings resulting in monetary sanctions against Dandar and the Dandar Law Firm (in the form of an award of

attorney's fees and costs), claimed to be in excess of one million dollars, which are unfair, punitive and unconstitutional.


46. At all times material herein, Defendants were acting under color of state law by utilizing the state laws, state judges, and state courts; by acting together with, or has obtained significant aid from State officials, or because their conduct is otherwise chargeable to the State and is in such a close nexus between the State and the Defendants' conduct to deprive Plaintiffs of property interests and other interests protected by the U.S. Constitution.

CLAIMS FOR RELIEF

WHEREFORE, Plaintiffs request the following relief:

1. Enter preliminary and permanent injunctions enjoining the Defendants, their officers, employees, agents, attorneys and successors, and all persons in active concert or participating with any of them, from actively assisting the state judges or courts in their efforts to interfere with the Plaintiffs' rights by conducting any further hearings or entry of any additional orders or judgments.
2. Grant trial by jury.
3. Award compensatory damages against each Defendant.
4. Award punitive damages against each Defendant.
5. Enter a declaratory judgment declaring that the Defendants' actions violated the Plaintiffs' First, Fifth, Sixth, and Fourteenth Amendment rights.
6. Award the Plaintiff s reasonable attorney fees and costs.
7. Grant such further additional relief to the Plaintiff as the Court deems just.

Under penalties of perjury, I declare that I have read the foregoing Complaint and that the facts stated in it are true.

A handwritten signature in black ink, appearing to read "Kennan G. Dandar", written over a horizontal line.

KENNAN G. DANDAR, ESQ.

Florida Bar No. 289698

Post Office Box 24597

Tampa, Florida 33623-4597

813-289-3858/Fax: 813-287-0895

Attorney for Plaintiffs

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EF.KGD@dandarlaw.net (Court Desig.)

JS 44 (Rev. 09/11)

CIVIL COVER SHEET

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
KENNAN G. DANDAR and DANDAR & DANDAR, P.A.

(b) County of Residence of First Listed Plaintiff Pinellas
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address and Telephone Number)
 Kennan G. Dandar, Esq., Post Office Box 24597,
 Tampa, FL 33623 - 813-289-3858

DEFENDANTS
CHURCH OF SCIENTOLOGY FLAG SERVICE ORGANIZATION, INC. F. WALLACE "WALLY" POPE, JR., ROBERT V. POTTER, JR. and JOHNSON POPE BOKOR RUPPEL & BURNETT LLP

County of Residence of First Listed Defendant Pinellas
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. FLORIDA

Attorneys (If Known)

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

1 U.S. Government Plaintiff

3 Federal Question *(U.S. Government Not a Party)*

2 U.S. Government Defendant

4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

Citizen of This State	PTF 1 DEF 1	Incorporated or Principal Place of Business In This State	PTF 4 DEF 4
Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	IMMIGRATION		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district *(Specify)*

6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
42 U.S.C. Sec. 1983

Brief description of cause:
Injunction and Declaratory Action for deprivation of civil rights

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):* JUDGE _____ DOCKET NUMBER _____

DATE: 10/31/2012

SIGNATURE OF ATTORNEY OF RECORD: Kennan G. Dandar Kennan G. Dandar, Esq.

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____